

TRADEMARK LICENSE AGREEMENT

DATE: 25th May 2021

1. "Licensor"
PostgreSQL Community Association of Canada
2967 Dundas St. W. #1014
Toronto, ON M6P 1Z2, Canada
Attn:
"Licensee"
Contributors to the LibPQ.jl project
Attn: JD Foster (@jd-foster, contributor)
Attn: Eric Davies (@iamed2, project leader)
2. Rights Granted. Licensor grants to Licensee a non-exclusive, royalty-free license to use the "Marks" on or in connection with the manufacture, promotion, distribution and sale of the "Licensed Products" throughout the "Territory" during the "Term" pursuant to the terms of this Agreement. All rights not granted are expressly reserved.
3. Licensed Products. Logo for online software documentation of LibPQ.jl, a Julia wrapper for the PostgreSQL libpq C library.
4. Marks. The marks as specifically set forth in Exhibit A, in accordance with the terms therein.
5. Term. From 1 June 2021 through 1 June 2024.
6. Territory. Worldwide
7. Acknowledgement. Licensee acknowledges and will not challenge Licensor's ownership of the Marks of the validity thereof. Licensee acknowledges that all goodwill developed in the Marks as a result of Licensee's use thereof shall inure exclusively to Licensor's benefit. Licensee shall not, either during the Term or thereafter apply to register with any trademark office any marks confusingly similar to the Marks or incorporate the Marks into a business name or trade name.
8. Quality Standards. Licensee acknowledges and agrees to maintain the level of quality historically associated with Licensor and its products and services under the Marks. Licensor acknowledges and agrees that such level of quality shall be acceptable to Licensor. Licensee agrees that all uses of the Marks shall be in a commercially acceptable and responsible manner to protect the prestige of Licensor and the Marks, shall be in a manner consistent with the integrity of the Marks, and shall *not* be in a manner that would defame, degrade or disparage the Marks or Licensor. For avoidance of doubt, Licensee's use of the Slonik Logo as shown in Exhibit B hereto is acceptable to Licensor; should Licensee wish to use the Slonik Logo in a form other than shown in Exhibit A or Exhibit B, Licensee shall first seek Licensor's prior written consent. Licensee's manufacture, promotion, distribution and sale of Licensed Products shall comply with all applicable laws, regulations, and government orders.
9. Samples. Upon request from Licensor, Licensee shall forward to Licensor representative samples of Licensed Products and promotional materials bearing the Marks. If, in Licensor's sole discretion, the Licensed Products fail to meet the Quality Standards, Licensee shall promptly correct the issue(s) to Licensor's satisfaction.
10. Legal Notice. Licensee shall use the designations "®" or "TM" as appropriate and will also indicate on such Licensed Products and promotional materials that: *Postgres, PostgreSQL and the Slonik Logo are trademarks or registered trademarks of the PostgreSQL Community Association of Canada, and used with their permission.*
11. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other. Upon and after the effective date of the termination, Licensee shall cease and desist from all use of the Marks except to the extent that Licensor consents in writing to a sell-through period for existing inventory.
12. Indemnification. During and after the Term, Licensee shall indemnify Licensor and its affiliates, directors, officers, and employees from and against any and all claims, actions, proceedings, losses, judgments, liabilities, expenses, costs and damages arising out of the manufacture, promotion, distribution or sale of the Licensed Products.
13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any and all disputes between the parties shall be heard and determined before a federal or state court located in the Borough of Manhattan, New York, New York. The parties acknowledge that such court has the jurisdiction to interpret and enforce the provisions of the Agreement and the parties waive any all objections that they may have as to personal jurisdiction or venue in any of the above courts.

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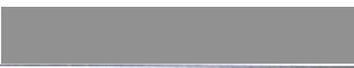
14. Miscellaneous. Each person whose signature appears below warrants that s/he has full authority to execute this Agreement on behalf of the entity for which s/he is signing. If any provision of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall be valid and enforceable to the full extent allowed by law. The failure of a party to enforce at any time the provisions of this Agreement shall in no way constitute a waiver of such provisions, nor in any way affect the ability of a party to enforce each and every such provision thereafter. No waiver shall be binding unless in writing and signed by the party waiving the breach. Licensee may not grant sublicenses or assign its rights and/or obligations under this Agreement without Licensor's prior written consent.

POSTGRESQL COMMUNITY ASSOCCATION OF CANADA

BY: 

NAME: Jonathan S. Katz

TITLE: Secretary

BY: 

NAME: Steven Singer

TITLE: Treasurer

Contributors to the LibPQ.jl project

BY: 

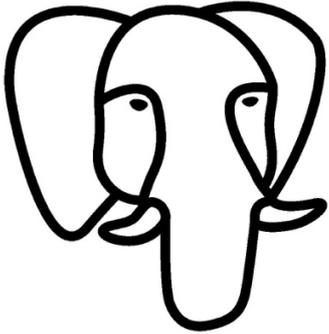
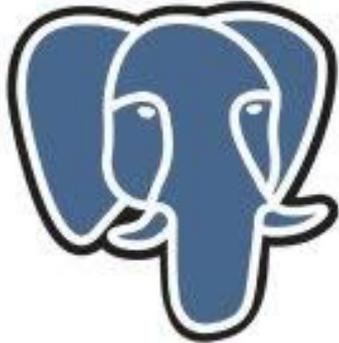
NAME: James D Foster (james.foster@csiro.au)

TITLE: Logo Contributor to LibPQ via <https://github.com/invenia/LibPQ.jl>, under the terms of the LibPQ project's Open Source License. I declare that I have no formal relationship with Invenia Technical Computing, the licensor of the LibPQ.jl Julia wrapper.

Exhibit A

POSTGRES

POSTGRES SQL



Licensors reserves the right to update the Marks from time to time. The Marks should not be modified in any way without prior written approval. The Marks should not be presented with other trademarks or logos.

EXHIBIT B

