

## ECLIPSE FOUNDATION LOGO USAGE AGREEMENT

The Eclipse.org Web Site is a service made available by the Eclipse Foundation (“EF”).

The “Logo Provider” grants EF permission to use, reproduce and publish the attached logo (“Logo”) on the Eclipse.org Web Site (and any mirrors thereof) for the purposes of recognizing the Logo Provider’s relationship with the Eclipse Foundation. The EF may publish the Logo with a link to a web page on a site owned and/or operated by the Logo Provider (“Logo Provider Web Site”). The Logo Provider may in turn publish a link to the Eclipse.org Web Site on the Logo Provider Web Site but may do so only under the terms and conditions of the Eclipse.org Web Site Terms of Use.

The Logo Provider understands that the host of the Eclipse.org Web Site (the “Host”) may change and, may, at any time, be EF, a member of EF, or a third party designated by EF. EF shall have the right to sublicense the use of the Logo as contemplated herein.

The Logo Provider represents and warrants that it has all necessary rights to the Logo to grant the rights herein.

EF and Logo Provider may terminate this agreement at any time by written notification to the other. Upon termination of this agreement, EF will promptly remove the Logo and any accompanying links to the Logo Provider Web Site.

No representations or warranties are provided with respect to the Eclipse.Org Web Site including, but not limited to, any warranties of merchantability or fitness for a particular purpose.

Neither the Host nor the Eclipse Foundation shall be liable to the Logo Provider for any direct, indirect, incidental, special and/or consequential damages, including, but not limited to, lost profits, lost savings, or loss of goodwill even if the Host or the Eclipse Foundation were advised of the possibility of such damages. Logo Provider’s sole remedy for any breach of this agreement is to terminate the rights granted hereunder.

This Agreement can only be modified in a writing signed by EF and the Logo Provider. This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its choice of law provisions.

Accepted and agreed to on behalf of \_\_\_\_\_ (“Logo Provider”).

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_