

SAMSUNG RESEARCH AMERICA, INC.

October 13, 2014

Karen Sandler Director GNOME Foundation 21 Orinda Way #117 Orinda, CA 94563

RE: Mutual Understanding of Sponsorship – Linux Kernel

Dear Ms. Sandler:

Samsung Research America, Inc. ("Samsung") is pleased to sponsor the GNOME Foundation's ("GNOME") Outreach Program for Women in the amount of Six Thousand Two Hundred and Fifty Dollars (\$6,250) effective October 10, 2014 ("Effective Date"). The total qualifies Samsung for the benefits of GNOME's "Includer" level sponsorship. GNOME's acceptance of this sponsorship fee is based on the following mutual understanding:

- The Outreach Program for Woman stimulates involvement in free and open source software.
- Samsung agrees that in addition to women, the upcoming round will be open to graduates of Mozilla's "Ascend Project," a six (6) week in-person program which helps people from disadvantaged social-economic backgrounds with no education in technology develop skills for contributing to free and open source software while being financially supported.
- Samsung's sponsorship supplies funding for one (1) intern for one (1) round of internship.
- Samsung has selected Linux Kernel as its sponsored organization under this mutual understanding of sponsorship.
- The sponsored internship round commences on December 9, 2014 and ends on March 9, 2015.
- <u>Term</u>. The "**Term**" of this agreement shall run from the Effective Date of the Agreement to the conclusion of the sponsored internship round on March 9, 2015.
- <u>Logo Usage</u>. During the Term of, and subject to the provisions of this Agreement, Samsung hereby grants to the GNOME Foundation, a nonexclusive, non-assignable, royalty-free, worldwide, revocable right to use the name and logo of "Samsung" and Samsung corporate logo ("Marks") solely to designate Samsung as an Includer level sponsor of the Outreach Program for Women. GNOME shall make use of the Marks in accordance with Samsung's logo use guidelines, and shall respond in a reasonable time to requests to change any usage to conform to such guidelines. All usage of Mark's shall be subject to Samsung's prior approval. GNOME shall have no claim or



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right in the Marks, including but not limited to trademarks, service marks, or trade names owned, used or claimed now or which Samsung has authority to grant to GNOME the right to use in the future. GNOME shall not make any claim to the Marks or lodge any filings with respect to such Samsung Research America, Inc. Marks or marks confusingly similar to the Marks, without the prior written consent of Samsung Research America, Inc. GNOME shall discontinue its use of any Mark in a reasonable time upon request of Samsung.

Samsung's logo will be featured on GNOME's website for the round sponsored. GNOME shall place Samsung's logo with suitable prominence to the sponsorship level of "Includer."

• <u>Payment</u>. Samsung will pay GNOME a fee of Six Thousand Two Hundred and Fifty Dollars (\$6,250), due and payable within 30 days of the receipt of GNOME's invoice. Payments shall be made out to the GNOME Foundation, and sent to:

GNOME Foundation 21 Orinda Way #117 Orinda, CA 94563

Attn: Rosanna Yuen

Sincerely,

Agreed and Acknowledged:

Kam M SA

Ibrahim Haddad, Ph.D.

Head of the Open Source Innovation Group

Samsung Research America, Inc.

Karen Sandler

Director

GNOME Foundation