

## Trademark Permission Agreement

This trademark permission agreement is between Wikimedia Foundation, Inc., a Florida corporation located at 1 Montgomery Street, Suite 1600, San Francisco, CA 94104, USA (“**WMF**”), and Wikimedia Europe, located at Rue Belliard 12, 1040 Brussels, Belgium, association in the process of being set up under the laws of Belgium (“**WMEU**”, “**You**” or “**Your**”).

The parties agree as follows:

1. **License grant.** Subject to the terms and conditions in this agreement, WMF grants You a worldwide, non-exclusive, non-sublicensable, non-assignable, limited license to the specific WMF trademark(s) and logo(s) shown in exhibit A (“**WMF Marks**”) for the Approved Use.
2. **Approved Use.**
  - 2.1 Name. You may do business as “Wikimedia Europe”, including as Your locally incorporated name.
  - 2.2 Logo. You may use the Wikimedia house mark logo, as depicted in exhibit A, as your organizational logo.
  - 2.3 Other use of marks. You may display, use, and reproduce the WMF Marks on Your website and publications, including promotional outreach material, such as flyers, posters, slide presentations, social media & email invitations, and in venue decoration with respect to Your activities in Europe. Promotion materials that are not intended for Wikimedia outreach activities or community-focused events as defined in the Wikimedia Trademark Policy (which may be found at [https://foundation.wikimedia.org/wiki/Trademark\\_policy](https://foundation.wikimedia.org/wiki/Trademark_policy)) are not approved under this License and would require specific approval under Section 3 below.
  - 2.4 Limitation. You may not use the WMF Marks beyond the scope of the “Purpose and object of the Organisation”, as defined in your Statutes (exhibit B).
3. **Additional use.** At any time during the Term of this agreement, You may request permission in writing (by physical mail or by an email to [trademarks@wikimedia.org](mailto:trademarks@wikimedia.org)) to use the WMF Marks outside the scope of this agreement (“**Additional Use**”). Each such request must include:

- a. reference to this agreement;
- b. attached samples of the proposed use; and
- c. the date(s) and scope of the proposed use.

Upon WMF’s approval of the request in writing, the Additional Use shall be an Approved Use subject to the terms and conditions of this agreement. Except as specified in this paragraph, no other use is permitted by this agreement.

4. **Compliance with guidelines.** When You use the WMF Marks, You agree to follow WMF’s Trademark Policy (found at [https://foundation.wikimedia.org/wiki/Trademark\\_policy](https://foundation.wikimedia.org/wiki/Trademark_policy)) and Visual Identity Guidelines (found at [https://foundation.wikimedia.org/wiki/Visual\\_identity\\_guidelines](https://foundation.wikimedia.org/wiki/Visual_identity_guidelines)). WMF may amend these policies from time to time without notice to You.
5. **Compliance with Wikimedia mission.** Your use of the WMF Marks must also be consistent with the Wikimedia mission and the projects which the WMF Marks are intended to represent. The Wikimedia community creates free, high quality educational material and software in an open and collaborative way. Your use of the WMF Marks must reflect these qualities, and any material carrying the WMF Marks must be well maintained while they are in public display.
6. **Compliance with Wikimedia guidelines.** You shall use Your best efforts within local law to comply with any applicable standards or guidelines issued by WMF that relate to the governance of the Wikimedia movement, including the following standards and guidelines which may be amended from time to time in the sole discretion of WMF:
  - a. the Universal Code of Conduct, available at [<https://meta.wikimedia.org/wiki/Universal\\_Code\\_of\\_Conduct>](https://meta.wikimedia.org/wiki/Universal_Code_of_Conduct);
  - b. the March 2012 resolution on Organizational Best Practices, available at [<https://foundation.wikimedia.org/wiki/Resolution:Organizational\\_best\\_practices>](https://foundation.wikimedia.org/wiki/Resolution:Organizational_best_practices);
  - c. the Guidelines on potential conflicts of interest, available at [<https://foundation.wikimedia.org/wiki/Resolution:Guidelines\\_on\\_potential\\_conflicts\\_of\\_interest>](https://foundation.wikimedia.org/wiki/Resolution:Guidelines_on_potential_conflicts_of_interest); and
  - d. the friendly space policy for Wikimedia events, available at [<https://foundation.wikimedia.org/wiki/Friendly\\_space\\_policy>](https://foundation.wikimedia.org/wiki/Friendly_space_policy).

7. **Quality standards.** WMF reserves the right to review and approve all products, services, publications, or other use using the WMF Marks in advance of any public release or distribution. You agree to provide WMF, upon request, with specimens of all uses You make of the WMF Marks for WMF to inspect before You make the Approved Use available to the public. You agree that WMF may object to any unapproved use, including minor deviations from the Approved Use, and You may not use the WMF Marks in the intended manner if such an objection is raised. If You are already using the WMF Marks in the manner WMF objected to, You must cease any and all use of the WMF Marks in that manner within seven (7) business days of written notice. You agree that nothing in or related to the Approved Use will in any way disparage or otherwise harm WMF’s business, brand, goodwill, or reputation, or expose WMF or its community members to liability.
8. **Proper trademark attribution.**
- 8.1 Except as stated in Section 8.2 below, You agree to include with any online or printed publication using the WMF Marks a trademark legend indicating that the WMF Marks are trademarks or registered trademarks of WMF, that You are independent of WMF, and that the WMF Marks are used under license from WMF as stated below:
- “[Wikimedia mark(s)] is a trademark of the Wikimedia Foundation and is used under license from the Wikimedia Foundation. Wikimedia Europe is independent of the Wikimedia Foundation.”
- 8.2 If there is not space to use the full notice provided in Section 8.1 above, You agree to display a trademark symbol (™) at least once in conjunction with the Wikimedia Marks on any online or printed publication using the WMF Marks.
9. **No derivative works.** You have no right to modify, translate, or create derivative works from the WMF Marks or combine any WMF trademark or logo with any other trademark or logo without WMF’s prior written approval.
10. **No endorsement.** You may not represent Your activities as being approved or endorsed by WMF, or make any suggestions to that effect, unless authorized to do so by WMF.
11. **Term and termination.**
- 11.1 Term. Except as set forth in the Survival section below, any permission granted herein expires on October 31, 2026, unless terminated earlier in accordance with this

Agreement.

11.2 Renewal. The Term may be extended in the sole discretion of WMF. The Term will automatically renew for an additional one-year term, unless either party provides notice of nonrenewal in writing before May 1, 2026. Any extension of the Term must be documented in writing and signed by an authorized representative of WMF as an amendment to this Agreement.

11.3 Termination by WMF. WMF may terminate this agreement if You breach any of its material terms. WMF may terminate any of the rights granted pursuant to this agreement with respect to a specific use of the WMF Marks in the event that WMF has a reasonable, good faith belief that such use will in any way disparage or otherwise harm WMF's business, brand, goodwill, or reputation, or expose WMF or its community members to liability. WMF may terminate any of the rights granted pursuant to this agreement subject to thirty (30) calendar days' notice for any reason that will be stated and documented in writing and signed by an authorized representative of WMF. If the parties are able to enter a dialogue and reach a mutual understanding regarding the circumstances of the use within the 30-day period, WMF may issue a written recall of its notice of termination.

11.4 Effect of termination. Upon termination or expiration of this agreement, all license rights granted by this agreement shall terminate on a going-forward basis. You shall cease all further use of the WMF Marks and stop distributing any materials with WMF Marks. You will have to immediately start the procedure of changing your locally incorporated name. You will have no obligation to remove or otherwise recall any materials previously approved and in the chain of distribution of offline material, unless those materials form the basis of Your material breach.

12. **WMF ownership.** You acknowledge WMF's exclusive ownership of the WMF Marks and agree not to take any action inconsistent with WMF's ownership of the WMF Marks. You agree that You will not challenge WMF's ownership of the WMF Marks or challenge the validity of this agreement. All use of the WMF Marks by You and any associated goodwill shall inure to the benefit of and be on behalf of WMF. You agree to assist WMF in recording this agreement with appropriate government authorities should WMF elect to do so.
13. **Enforcement rights.** WMF shall have the sole right and discretion to enforce the rights being licensed hereunder.

14. **Third party content, disclaimer.** WMF expressly disclaims any liability or responsibility for the content presented in connection with the Approved Use or any other of Your activities, including but not limited to content created and posted on WMF’s website by third parties, including users and contributors of the site. If You use any third party content in conjunction with the Approved Use through a screen shot or otherwise, You agree to abide by the terms of the applicable license, including attribution as appropriate under that license.
15. **Indemnification.** You agree to indemnify, defend and hold WMF (and its directors, officers, and employees) harmless from and against any costs or liability (including but not limited to reasonable attorneys’ fees) arising out of or in connection with: the Approved Use, any use of the WMF Marks outside the scope of this agreement, any use of Wikimedia content (whether real, altered, or fictionalized) in or with relation to the Approved Use, and Your breach of this agreement.
16. **Disclaimer/no warranty/limitation of liability.** All WMF Marks are provided “as is” with all faults. WMF disclaims all warranties, expressed or implied, including, without limitation, those of merchantability, fitness for a particular purpose, and noninfringement, as well as all warranties arising from a course of dealing, usage or trade practice with respect to the WMF Marks or third party content used by You. In no event will WMF be liable for any indirect, special, consequential, or incidental damages, including, without limitation, lost profits or loss or damage to data arising out of the use or inability to use any of the WMF Marks, even if WMF has been advised of the possibility of such damages. In no event will WMF’s aggregate liability arising out of this agreement exceed one hundred dollars (USD\$100).
17. **Integration.** This agreement constitutes the final and exclusive agreement between WMF and You with respect to the WMF Marks.
18. **Governing law and venue.** This agreement, and any claim that might arise between You and us, shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. You will resolve any claim, cause of action or dispute (“claim”) you have with us arising out of or relating to this agreement or WMF exclusively in a state or federal court located in San Francisco County, California. You agree to submit to the personal jurisdiction of the courts located in San Francisco, California, for the purpose of litigating all such claims.
19. **No waiver.** Any waiver or failure to enforce any provision of this agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. No provision of this agreement may be amended or waived except by a writing

signed by both parties. An email shall not be considered a writing for the purposes of this section.

20. **Assignment.** Neither party may assign this agreement or any of its rights or obligations without the prior written consent of the other party.
21. **Severability.** If any provision of this agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law. The remaining provisions will continue in full force and effect.
22. **Survival.** All provisions shall survive the termination of this agreement except for the License Grant, Approved Use, Quality Standards, Term, and Renewal.
23. **Counterparts.** This agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts will constitute one and the same agreement.
24. **Electronic execution.** With respect to this agreement, the parties agree that electronic or digital signatures or the keeping of records in electronic form shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system to the extent and as provided for under applicable law.

**Wikimedia Foundation, Inc.**

Signed:

Name: Charles M. Roslof

Title: Lead Counsel

Date:

**Wikimedia Europe**

Signed:

Name: Iolanda Pensa

Title:

Date:

Signed:

Name: Christian Humborg

Title:

Date:

Signed:

Name: Capucine-Marin Dubroca Voisin

Title:

Date:

Signed:

Name: Ulrike Zeller

Title:

Date:

Signed:

Name: Maciej Nadzikiewicz

Title:

Date:

Signed:

Name: Michal Buczynski

Title:

Date:

Signed:

Name: Gonçalo Themudo

Title:

Date:

Signed:

Name: Mehman Ibragimov

Title:

Date:

Signed:

Name: Jenny Ebermann

Title:

Date:

Signed:

Name: Catherine Janssens

Title:

Date:

*[annexes removed for publication]*