

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "**License Agreement**"), between Jabber, Inc. ("**JINC**"), and the Jabber Software Foundation (the "**the JSF**"), takes effect March 7, 2003 (the "**Effective Date**").

Recitals

- A. The JSF is a sponsor-supported, not-for-profit membership organization that fosters the continuing development of an open XML protocol for instant communications (the "**XMPP Protocol**") and supports the community of XMPP-based projects and companies. The JSF does not itself develop software, instead it provides organizational and technical assistance to projects and organizations within the Jabber community. In particular, the JSF manages the XMPP Protocol through documentation of the standard protocol and ratification of protocol enhancements. The JSF also runs a number of email lists, provides the public server at jabber.org and hosts the JabberStudio website for protocol-related software projects.
- B. JINC develops and markets JABBER® commercial business-class software for instant messaging. JINC is a founding sponsor of the Jabber Software Foundation. JINC is the owner of the trademark JABBER®, Reg. No. 2623241 (the "**Mark**").
- C. JINC desires to grant the JSF a license to the Mark to promote the interests of the Jabber open-source community and the adoption and use of the XMPP protocol as an internet standard for instant messaging and awareness recognition.

Agreement

In consideration of the above recitals and the promises set forth in this License Agreement, the parties agree as follows:

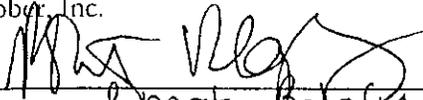
1. **License.** Upon the terms and subject to the conditions of this License Agreement, JINC hereby grants to the JSF a perpetual, non-exclusive, royalty-free, worldwide license to use the Mark solely in connection with promoting the interests of the Jabber open source community and the adoption and use of the XMPP protocol as an internet standard for instant messaging and awareness recognition. The Mark may not be used in connection with any commercial software product without written consent from JINC.
2. **Quality Control.** JINC shall have the right to exercise quality control over the JSF's use of the Mark to that degree necessary to maintain the validity and enforceability of the Mark and to protect the goodwill associated therewith. The JSF shall, in its activities related to the JABBER® software and XMPP Protocol, adhere to a level of quality substantially consistent with that established by JINC. JINC may request samples of material produced by the JSF and may provide periodic guidance to the JSF to ensure the quality control standards are met.

3. **Use of the Mark.** The JSF will use the Mark in accordance with sound trademark and trade name usage principles and in accordance with all applicable laws and regulations, including without limitation, all laws and regulations relating to the maintenance of the validity and enforceability of the Mark. The JSF will comply with JINC's reasonable Trademark Use Guidelines and will cooperate with JINC to avoid confusion or conflict arising out of JINC's or any other licensee's simultaneous use of the Mark in connection with other products or services, and to resolve any such conflicts to the reasonable satisfaction of JINC.
4. **Ownership.** The parties acknowledge that JINC is the exclusive owner of all right, title and interest in and to the Mark. The JSF will not, during or after the term of this License Agreement, engage in any conduct, directly or indirectly, that would infringe upon, harm or contest the rights of title of JINC in or to the Mark, any associated goodwill or the validity of the Mark.
5. **No Right to Assign or Sublicense.** The JSF may not sublicense any of the rights granted in this License Agreement. This License Agreement is not assignable by the JSF without the prior written consent of JINC.
6. **Termination.** JINC may terminate this License Agreement in the event of a material breach by the JSF that remains uncured for thirty (30) days after JINC provides written notice of the breach to the JSF.
7. **Miscellaneous.** This License Agreement is governed by the laws of the State of Colorado without regard to conflicts of law principles. All claims or actions related to this License Agreement must be brought in the state or federal courts located in Denver, Colorado. If any court of competent jurisdiction holds any provision of this License Agreement invalid or unenforceable, the other provisions of this License Agreement remain in full force and effect. Any provision of this License Agreement held invalid or unenforceable only in part or degree remains in full force and effect to the extent not held invalid or unenforceable. Sections 4 and 5 survive any expiration or termination of this License Agreement. The waiver or failure of either party to exercise in any respect any right provided for in this License Agreement shall not be deemed a waiver of any further right under this License Agreement. This License Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this License Agreement.

The parties have executed this License Agreement as of the date first written above.

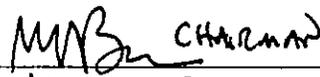
JINC:

Jabber, Inc.

By: 
 Its: Robert Bergel
CEO

THE JSF:

Jabber Software Foundation

By:  CHAIRMAN
 Its: MICHAEL BAVAR
CHAIRMAN.

Witness: Peter Saint-Aubert
JSF Secretary