LICENSE AGREEMENT ("Agreement") with an Effective Date of _____5/10/2013_____, between INTERNATIONAL BUSINESS MACHINES CORPORATION, a New York corporation ("IBM"), and the OpenAFS Foundation Committee members, ("Members") identified below;

WHEREAS the Members, consisting of the following individuals: Roman Mitz, Margarete Ziemer, Thomas Keiser, Derrick Brashear and Todd DeSantis, are working towards creating a non-profit corporation under the OpenAFS Foundation name to help move OpenAFS into the future;

WHEREAS, the Members have requested use of the IBM common law trademark "AFS" and the "OpenAFS" trademark, U.S. Trademark Application Serial No. 85-922161, as part of its name;

WHEREAS, IBM desires to license to the Members any rights it may have in the AFS and OpenAFS marks (collectively the "Marks");

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, IBM and the Members hereby agree as follows:

Section 1.   Grant of Rights

Subject to all rights granted to others prior to the Effective Date, IBM hereby grants to the Members a non-exclusive, worldwide right and license, under any rights that IBM has in the Marks as of the Effective Date, to use the Marks as part of The OpenAFS Foundation name.

Except with respect to the Marks as expressly set forth in this Agreement, no other license, immunity, ownership interest, or other right is granted under this Agreement, either directly or by implication, estoppel, or otherwise.

The Members may not sublicense or assign any of the rights granted under this Agreement, except that the Members may, with written notice to IBM, assign the Agreement and all of the Members' obligations under it, to the newly incorporated OpenAFS Foundation, once that entity is formed.

Section 2.   Representations, Warranties and Indemnities

The Members shall indemnify and hold IBM harmless against all losses, costs and expenses (including employee time and attorneys' fees) relating to defense, enforcement or licensing of the Marks in this Agreement.

IBM makes no representation or warranty regarding the validity or enforceability of the Marks. This license provides no warranties, including warranties of title. IBM makes no other representations, warranties, or covenants express or implied.

Section 3. Miscellaneous

This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the State of New York, USA, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof. As part of the consideration received hereunder, each of the parties consents to the jurisdiction of any New York State court located in the County of New York and any federal court of the United States of America located in the Southern District of New York. Each of the parties: (i) waives all rights to trial by jury; and (ii) waives all objections to New York venue for any action instituted hereunder.

This Agreement embodies the entire understanding of the parties with respect to the Marks and merges all prior discussions between the parties. Neither party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.

NEITHER THE MEMBERS AND THE FUTURE OPENAFS FOUNDATION NOR IBM SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

All rights in and to the Marks not expressly granted under this Agreement are reserved to IBM. The Members shall have no right to use any other IBM trademark in this, or any other project, or for any other purpose without express, prior, written permission from IBM.

The Members agree that Roman Mitz may sign this Agreement and bind the remaining four Members: Derrick Brashear, E. Margarete Ziemer, Thomas Keiser and Todd DeSantis.

Agreed to:

Roman Mitz (on behalf of the
OpenAFS Members)

By: _Roman Mitz_

Date: _5/6/2013_

Agreed to:

INTERNATIONAL BUSINESS
MACHINES CORPORATION

By: _____

Date: _5 | 10 | 2013_