

MFA

NETWORK IDENTIFIER USAGE AGREEMENT

CAREFULLY READ THE FOLLOWING MULTEFIRE ALLIANCE (“MFA”) NETWORK IDENTIFIER USAGE AGREEMENT (THE “AGREEMENT”). IT CONTAINS VERY IMPORTANT INFORMATION ABOUT THE RIGHTS AND OBLIGATIONS OF A “NETWORK IDENTIFIER USER” (AS DEFINED BELOW), AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO A NETWORK IDENTIFIER USER. BY CLICKING ON THE “ACCEPT” BUTTON, THE NETWORK IDENTIFIER USER IS CONSENTING TO AND AGREES TO BE BOUND BY, AND IS BECOMING A PARTY TO, THIS AGREEMENT. IF THE NETWORK IDENTIFIER USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON OR LEAVE THE WEBSITE.

BY CLICKING ON THE “ACCEPT” BUTTON, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED AND HAVE LEGAL CAPACITY TO ACCEPT AND DELIVER THIS AGREEMENT ON BEHALF OF THE NETWORK IDENTIFIER USER. YOU FURTHER REPRESENT AND WARRANT THAT THE ACCEPTANCE AND DELIVERY OF THE AGREEMENT AND THE PERFORMANCE OF THE NETWORK IDENTIFIER USER’S OBLIGATIONS HEREUNDER HAVE BEEN DULY AUTHORIZED AND THAT THE AGREEMENT IS A VALID AND LEGAL AGREEMENT BINDING ON THE NETWORK IDENTIFIER USER AND ENFORCEABLE IN ACCORDANCE WITH ITS TERMS.

This Agreement is entered into effective as of the date of acceptance of this Agreement (the “**Effective Date**”) by a MFA member or non-member company, as applicable, which may include, without limitation, a vendor, manufacturer, supplier and/or operator type company (hereinafter, the “**Network Identifier User**”) that applied for and desires to receive a Network Identifier (as defined below). This Agreement is entered into by and between MFA, a California nonprofit mutual benefit corporation, with its principal address located at 39221 Paseo Padre Pkwy, Suite J, Fremont, CA 94538, USA (hereinafter, the “**Company**”) and Network Identifier User. Company and Network Identifier User are referred to individually herein as a “**Party**” and collectively, as the “**Parties**.”

WHEREAS, the Company’s specifications define certain Company unique network identifiers and the Company manages and administers the issuance of such Company unique network identifiers (each, a “**Network Identifier**,” and collectively, the “**Network Identifiers**”) in order to prevent Network Identifier collisions which may occur in the event when the same Network Identifiers are used in different networks which can cause significant and difficult to diagnose field interoperability issues, including denial of service and mobility failures.

WHEREAS, the Company agrees to issue certain Network Identifier(s), as reflected in the Company registry/records, to the Network Identifier User in order to support the requirements of the Company specifications and to assist in prevention of potential Network Identifier collisions, upon compliance by Network Identifier User with certain terms and conditions established by the Company and this Agreement (the “**Network Identifier Program**”).

WHEREAS, the Network Identifier User desires to have its Network Identifier(s) issued and assigned by the Company to the Network Identifier User subject to Network Identifier User's agreement to the terms, conditions and requirements described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits anticipated by the Parties and other mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into and shall constitute a part of this Agreement.

2. Network Identifier User Obligations. Network Identifier User agrees to comply with the following obligations in order to be a holder and user of the Network Identifier(s) issued by the Company:

(a) The Network Identifier User shall comply with the Company Identifier Program Management Document (the "**Identifier Management Document**"), in the form attached hereto and incorporated herein by reference as **Exhibit A**, as amended from time to time, and all policies, procedures and guidelines provided to the Network Identifier User by the Company in relation to the Network Identifier User's activities and obligations under this Agreement and the Network Identifier Program (collectively, the "**Rules**"). In the event the Company releases additional guidelines or policies in relation to the Network Identifier User's activities and other obligations under this Agreement and the Network Identifier Program, the Company will provide the Network Identifier User with a copy (which may be provided in electronic form and via email correspondence) and the Network Identifier User shall duly comply with such guidelines and policies thereafter. The Network Identifier User hereby confirms that it has read and understood the Identifier Management Document and related policies and guidelines.

(b) The use of the Network Identifier(s) is restricted only to the MulteFire® and Uni5G™ networks (as further described in the Identifier Management Document).

(c) The Network Identifier User shall use the Network Identifier(s), as they have been issued and/or assigned by the Company, without making any changes or alterations to Network Identifier(s).

(d) The Network Identifier User shall not use Network Identifier(s) that have not been assigned and/or issued.

(e) The Network Identifier User acknowledges and agrees that improper use of the Network Identifiers can erode the integrity of the Company network and security architecture, allow for the Network Identifiers' collisions, and can cause interoperability issues, including, without limitation, denial of service and mobility failures, and create potential risks for users of the devices which are compliant with the Company specifications. The Network Identifier User further agrees to aid Company and/or its authorized representatives in diagnostics and

troubleshooting of such collision problems with its network, as necessary, and provide other support and assistance with resolution of collision(s) or other technical problems related to the use of Network Identifier(s).

(f) The Network Identifier User is prohibited from reserving Network Identifier(s) without actual use of such Network Identifier(s).

(g) The Network Identifier User shall monitor their deployed systems, networks, and applicable technical reports for ensure that the Network Identifier(s) are not compromised and are used in compliance with the requirements set forth herein.

(h) The Network Identifier User shall report any of the above indications or failures to comply with the provided requirements to the Company within ten (10) business days of detection.

(i) The Network Identifier User shall designate at least one Authorized Network Identifier Representative (“ANIR”) to serve as the primary point of contact with the Company. If the status of the ANIR changes, the Network Identifier User shall promptly notify the Company of such changes.

3. Company Obligations. Upon acceptance of this Agreement and complying with other requirements provided in the Identifier Management Document by the Network Identifier User, the Company (or its designated third-party agent or subcontractor) agrees to issue to the Network Identifier User the Network Identifier(s) in compliance with the Identifier Management Document.

4. Fees. The Network Identifier User agrees to pay applicable fees imposed on the Network Identifier User for the issued Network Identifier(s), as established by the Company from time to time. Such fees may be provided in the Identifier Management Document or otherwise published by the Company. All amounts shall be due and payable upon the due date provided in the applicable invoice issued by the Company. The Network Identifier User shall be responsible for payment of any and all taxes, duties and other fees imposed by any governmental authority related to the payment of the described herein fees. Network Identifier User acknowledges and agrees that provided herein fees for Network Identifier(s) are non-refundable and may be different for Company members and non-members.

5. Network Identifiers Renewal. Any and all renewals of Network Identifiers shall be in compliance with the process described in the Identifier Management Document and upon payment of applicable renewal fees. Network Identifier acknowledges and agrees that if the

renewal is not completed as described in the Identifier Management Document, the Network Identifier(s) shall be deemed cancelled and made available for re-use.

6. Term and Termination.

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in Section 6(b) and Section 6(c) below.

(b) **Termination by Network Identifier User.** The Network Identifier User may terminate this Agreement effective upon written notice (which may be via email correspondence) to the Company; *provided, however*, that such termination shall not relieve the Network Identifier User of any liabilities or obligations incurred prior to the effective date of termination. Upon such termination by the Network Identifier User, the Network Identifier User shall terminate its use of the Network Identifier(s) in any way and the Company shall not be obligated to refund any applicable fees paid by the Company.

(c) **Termination by the Company.** The Company shall have the right to terminate this Agreement as follows:

(i) effective upon written notice (which may be via email correspondence) to the Network Identifier User if the Network Identifier User fails to renew Network Identifier(s) and/or pay applicable renewal fees in compliance with the Identifier Management Document.

(ii) effective upon written notice (which may be via email correspondence) to the Network Identifier User if the Network Identifier User breaches any applicable laws and/or any provision of this Agreement, the Identifier Management Document and/or the Rules and the Network Identifier(s) were revoked pursuant to revocation procedure described in the Identifier Management Document; or

(iii) effective upon written notice (which may be via email correspondence) to the Network Identifier User if the Company terminates the Network Identifier Program and/or ceases issuance and/or administration of Network Identifier(s).

(d) **Effect of Termination.** Upon any termination or expiration of this Agreement, all rights granted to the Network Identifier User hereunder will immediately terminate, Network Identifier User shall cease any use of Network Identifier(s), and Network Identifier(s) held by the Network Identifier User shall be cancelled and available for re-use by other parties, if applicable. The Network Identifier Holder shall pay any and all outstanding and unpaid fees owed to the Company under this Agreement by the due date provided in the Company invoice.

The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16.

7. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of this Agreement each Party shall be and act independently, and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract.

8. Assignment. Network Identifier User shall not have right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of the Company. Any attempt to do so shall be void. For any authorized assignment, this Agreement will bind and inure to the benefit of any assignees or successors in interest.

9. Notice. All notices or other formal or legal communications required or permitted to be given under this Agreement must be in writing and will be considered given when delivered (or when delivery thereof is refused) via personal service; sent by overnight delivery service or express courier service; Certified or Registered Mail, Return Receipt Requested; e-mail, provided that the sender does not know or have reason to know that the recipient did not receive the e-mail, addressed to the Parties at the below addresses (or at such other addresses as a Party may specify by notice to the other Party):

To Network Identifier User:

Most recent address of Network Identifier User that is kept in the Company's records which are kept in the ordinary course of business.

To Company:

MFA
39221 Paseo Padre Pkwy, Suite J
Fremont, CA 94538, USA Email:
Julianne Fitzpatrick
jfitzpatrick@multefire.org

10. Representations and Warranties.

Each Party represents, warrants and covenants that: (i) it has the full power to enter into this Agreement and to perform its obligations hereunder; (ii) the Party's acceptance of and performance under this Agreement will not breach any oral or written agreement with any third party or any obligation owed by the Party to any third party to keep any information or materials in confidence or in trust; (iii) the obligations of the Parties will be performed in a professional and workmanlike manner, consistent with or superseding industry standards and practices, and that no part of this Agreement is or will be inconsistent with any obligation that Party may have to others.

The Network Identifier User represents, warrants and covenants that: (i) the Network Identifier User meets the requirements of the Network Identifier Program as established by the Company for the receipt of the Network Identifiers; (ii) the Network Identifier User has received and reviewed the Identifier Management Document and the Rules and understands its duties and obligations associated with the compliance under this Agreement, the Identifier Management Document and the Rules (collectively, the "**Company Documents**") and agrees to abide by the Company Documents; (iii) the Network Identifier User assumes all responsibilities and obligations with respect to the use of the Network Identifier(s) and participation in the Network Identifier Program; (iv) the Network Identifier User assumes all responsibilities and obligations with respect to reliance on any decisions and/or advice made or given by the Company or its representatives as a result of Company's implementation and/or administration of the Network Identifier Program; (v) the Network Identifier User and the Network Identifier User's contractors, agents and

representatives are fully and properly licensed, qualified, experienced, equipped, organized and financed to perform all of Network Identifier User's obligations hereunder; and (vi) the Network Identifier User's performance of its obligations under this Agreement will meet all applicable laws.

11. Indemnification .

Network Identifier User shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company, its affiliates, agents, contractors and representatives and their directors, officers, employees, agents, successors and assigns ("**Indemnified Parties**") from and against any and all suits, actions, legal or administrative proceedings, claims, liens, and demands ("**Claims**") brought or maintained for damages, liabilities, losses, costs, fees, penalties, fines and expenses (including without limitation reasonable attorneys' fees and expenses, and costs of investigation, litigation, settlement, and judgment) (including personal injury or death of persons, collectively, "**Losses**") to the extent the Losses arise out of: (i) Network Identifier User's or its representatives' actual or alleged breach of any of the Rules; (ii) Network Identifier User's actual or alleged breach of representations, covenants or warranties contained herein; provided, however, Network Identifier User shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent the Claim arises out of any Indemnified Party's gross negligence or intentional wrongdoing.

This Section 11 shall survive any expiration or termination of this Agreement.

12. Disclaimer of Warranty and Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PROVIDES NETWORK IDENTIFIERS, THE NETWORK IDENTIFIER PROGRAM, AND ANY ASSOCIATED OR RELATED INFORMATION, COMPANY DOCUMENTS, MATERIALS, INSTRUCTIONS, SPECIFICATIONS, GOODS OR SERVICES "AS IS," WITH NO WARRANTIES WHATSOEVER, AND COMPANY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

EXCEPT WITH RESPECT TO THE NETWORK IDENTIFIER USER'S INDEMNITY OBLIGATIONS PROVIDED UNDER THIS AGREEMENT AND/OR NETWORK IDENTIFIER USER'S FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, INCOME OR PROFITS, EVEN IF THE PARTIES HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY TOTAL LIABILITY TO THE NETWORK IDENTIFIER USER ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NETWORK IDENTIFIER USER'S USE OF THE NETWORK IDENTIFIER(S) ISSUED BY

MFA Proprietary and Confidential

THE COMPANY FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO THE COMPANY BY THE NETWORK IDENTIFIER USER UNDER THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE, LIMIT OR RESTRICT THE LIABILITY OF THE PARTY TO THE EXTENT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY LAW.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

13. Regulatory Compliance.

Network Identifier User hereby acknowledges and agrees that Network Identifier(s) may be subject to various regulatory controls under the laws and regulations of various governments worldwide. Such laws and regulatory controls may govern, among other things, the issuance, receipt, combination, operation, use, transfer, and implementation of Network Identifier(s). Examples of such laws and regulatory controls include, but are not limited to, telecommunications regulations, technology transfer controls, health and safety regulations and other regulations. Network Identifier User is solely responsible for the compliance by its Network Identifier(s) with any such laws and regulations and for obtaining any and all required authorizations, permits, or licenses for its Network Identifier(s) related to such regulations within the applicable jurisdictions. Network Identifier User acknowledges and agrees that nothing in this Agreement, the Identifier Management Document or Network Identifier Program provides any information or assistance in connection with securing such compliance, authorizations, or licenses.

14. Intellectual Property Rights.

Nothing in this Agreement grants any license, right, or permission to the Network Identifier User under any patent, copyright, trademark, or other intellectual-property or proprietary right to use any of the Company information, materials, or intellectual property. The Company reserves all rights not expressly granted in this Agreement.

15. Force majeure.

Except with respect to payment obligations of the Network Identifier User provided hereafter, each Party shall be entitled to an extension of the date of any performance required of such Party under this Agreement if the failure of the Party to duly perform was solely because of a Force Majeure Event (hereafter defined); provided, however, that a Force Majeure Event shall not be recognized under this Agreement unless (1) the Party seeking to assert such an event gives notice of the existence of such event to the other Party, which notice shall explain in reasonable detail the nature of the Force Majeure Event, the obligations that have been affected by the Force Majeure Event, and how such Force Majeure Event has impaired the performance of such obligations (Force Majeure Event Notice), and (2) such Force Majeure Event actually and materially impairs the due performance of such Parties' obligations and continues for not less than ten (10) consecutive business days, the performance required of the notifying Party shall be

extended on a day-for-day basis commencing on the date the Force Majeure Event Notice was given until such Force Majeure Event has terminated. A “**Force Majeure Event**” shall be an act of God, riot, war, terrorist act or threat, civil unrest, flood, earthquake, pandemic, or other cause beyond a Party’s reasonable control (including, without limitation, any mechanical, electronic, or communications failure).

If the Force Majeure Event lasts for a period in excess of thirty (30) calendar days, either Party has the right to terminate the Agreement upon written notice to the other Party.

16. Miscellaneous. This Agreement together with its exhibits constitutes the entire agreement of the Parties with respect to matters set forth herein and supersedes any prior understanding or agreement, oral or written, with respect to such matters; to the extent any exhibit or attachment hereto conflicts with any provision of this Agreement, the provisions of this Agreement shall govern. The Company is entitled to modify, amend, repeal, and adopt new Company Documents, policies, and procedures without the consent of the Network Identifier User. No changes or modifications or waivers to this Agreement will be effective and binding unless in writing and signed by the Company. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party’s right thereafter to enforce each and every provision of this Agreement. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this agreement; and in any event the remaining provisions of this Agreement shall remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California governing agreements made, entered into, and performed entirely in the State of California, without regard to the conflicts of laws’ provisions thereof. In the event a dispute was not resolved by following a dispute resolution/complaint procedure provided in the Identifier Management Document, the federal or state courts of San Francisco County in California shall be the exclusive forum for resolving all disputes that arise in connection with this Agreement. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. Network Identifier User hereby represents and warrants that it has had an opportunity to seek the advice of its own independent legal counsel with respect to the provisions of this Agreement and that its decision to accept the terms of this Agreement is not based on any reliance upon the advice of any other party. Network Identifier User represents and warrants that in accepting this Agreement it has completely read this Agreement and that it understands the terms of this Agreement and its significance. This Agreement shall be construed neutrally, without regard to the Party responsible for its preparation. If any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

EXHIBIT A

MFA

IDENTIFIER PROGRAM MANAGEMENT DOCUMENT

[TO BE ATTACHED]