

MULTEFIRE ALLIANCE

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "**Agreement**") is by and between MulteFire Alliance, a California non-profit mutual benefit corporation ("**MFA**") and _______, a(n) _______ (the "**Licensee**"), and is effective as of the date the Agreement is signed by MFA (the "**Effective Date**"). MFA and Licensee may at times be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, MFA is an international association dedicated to building a global ecosystem in support of the common interests of members, developers and users in the application of Long Term Evolution (LTE) and next-generation mobile cellular technology, such as 5G New Radio, in configurations that use unlicensed or shared radio spectrum.

WHEREAS, MFA owns the MulteFire trademark and logos set forth in Exhibit A (collectively referred to in this Agreement as the "**Trademark**") and which MFA licenses pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, MFA is willing to license the Trademark to licensees who are Members and have manufactured, designed and tested one or more products in accordance with MFA's certification program or to licensees who procure their products from a third party that is a member in good standing of MFA and has a Certified Product (as defined below) ("Certified Third Party") pursuant to the MFA certification program (the "Certification Program"), which will determine whether the tested product complies with MFA's quality and interoperability standards and Certification Specifications (as defined below); and

WHEREAS, one or more of (a) Licensee's products, or (b) a product Licensee procures from a Certified Third Party is in accordance with the Certification Specifications (as defined below) required by the Certification Program (individually and collectively, the "**Certified Product**" or "**Certified Products**," as defined further below), and MFA wishes to grant Licensee certain limited rights to use the Trademark in connection with the Certified Product, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated into and made a part of this Agreement by this reference), the other covenants and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. **Definitions**.

1.1 "**Certified Product(s)**" means the specific model or version of Licensee's product(s) or a product Licensee procures from a Certified Third Party that has (have) been tested for compliance with and determined to comply with the MFA Certification Specifications (as defined below) applicable for the type of product(s) tested and according to the procedures outlined in the current MFA Certification Program Management Document, including its latest applicable revision(s) ("**PMD**").

1.2 "**Certification Specifications**" means the set of MFA technical documents and procedures adopted by MFA from time to time and used to certify products, including but not limited to those listed or referenced in the MFA current PMD.

1.3 "**Member**" means a party granted membership in MFA.

1.4 All other capitalized terms used in this Agreement shall have the meaning applied the first time each such capitalized term appears.

2. **Trademark License**.

2.1 **License Grant.** Subject to and conditioned upon Licensee's compliance with this Agreement and Certification Program, MFA grants to Licensee, and Licensee accepts, a limited, worldwide, non-exclusive, non-sublicensable, non-assignable, non-transferable, royalty-free, and revocable license to use the Trademark: (i) on the Certified Product; (ii) on packaging and marketing materials directly related to the Certified Product; and (iii) on any portion of Licensee's website that is directly related to the Certified Product (the "License"). No other right, title, or license is granted under this Agreement.

2.2 **No Challenge of Ownership Interests.** Licensee acknowledges MFA's exclusive ownership rights in and to the Trademark, as well as to all combinations, forms, and derivations of the Trademark, and all goodwill associated therewith, and Licensee acknowledges that any and all use of the Trademark inures to the sole benefit of MFA. Licensee will not challenge MFA's exclusive ownership rights in and to the Trademark, nor take action inconsistent with MFA's rights in the Trademark. Licensee will not adopt, use, apply to register, and/or register as its own trademark, service mark, domain name, or the like, any word, phrase, or design confusingly similar to or that dilutes the Trademark for any product and/or service. If at any time Licensee acquires any rights in, or registrations or applications for the Trademark or any confusingly similar mark, whether by operation of law or otherwise, Licensee hereby immediately, and at no expense to MFA, assigns all such rights, registrations, and/or applications to MFA, together with any and all associated goodwill.

3. **Proper Usage of the Trademark**

3.1 **Usage Guidelines**. Licensee's use of the Trademark shall be in strict accordance with MFA Brand Identity Guidelines (the "**Usage Guidelines**") (attached as Exhibit B), which may be updated from time to time by MFA and in its sole discretion. MFA will notify Licensee of any updates or changes to the Trademark and/or to the Usage Guidelines, and Licensee shall comply

with such changes within one hundred and twenty (120) calendar days of receiving notice of such updates/changes, or sooner if reasonably possible, for those candidate Certified Products already in process and any and all new, including retesting and re-Certification, candidate Certified Products submitted for certification.

3.2 **Positive Usage**. Licensee shall display the Trademark only in a positive manner. Licensee will not use the Trademark or any other MFA trademarks, or service marks in any way that disparages MFA, its Certification Program, or its products or services, or in any manner that would diminish or otherwise damage MFA's goodwill, including without limitation, uses that encourage or intend to encourage unlawful activities, or uses that could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful.

3.3 **Attribution**. Licensee shall attribute to MFA ownership of the Trademark as set forth in the Usage Guidelines.

3.4 **No Alteration or Modification**. Licensee may not alter or modify the Trademark or allow others to do so, except as expressly allowed in the Usage Guidelines.

4. Quality Control and Right to Review and Inspect.

4.1 **Manufacturing Processes**. Licensee covenants, represents, and warrants that the Certified Product meets the requirements of MFA Certification Specifications. All Certified Products that are marked with one or more of the Trademark under this Agreement will be substantially identical to the Certified Product that was approved and registered pursuant to the Certification Program.

4.2 **Review and Inspection**. To ensure compliance with Licensee's obligations under this Agreement, MFA has the right, in its sole discretion, to review and inspect Licensee's Certified Product and all advertising and promotional materials, packaging materials, or other documents or materials related to the Certified Product to ensure compliance with the terms of this Agreement. Licensee shall cooperate fully in providing MFA access to (or assisting MFA in gaining access to) Licensee's Certified Product and Licensee's advertising and promotional materials, packaging materials, or other documents or materials related to the Certified Product. Licensee shall further temporarily provide, at no cost to MFA, up to two (2) commercially-available samples of Certified Product to MFA upon request. After MFA's review of the Certified Product, MFA will return the two (2) samples to Licensee. Licensee agrees that, if required by MFA, it will make appropriate changes to the Certified Product and/or advertising and promotional materials, packaging materials, and/or other documents and materials related to the Certified Product in order to ensure Licensee's compliance with the Usage Guidelines, Certification Program and this Agreement. MFA will pay all costs and expenses associated with any review and inspection of Licensee's use of the Trademark and Certified Product; provided, however, that if such review and inspection reveals that Licensee did not use the Trademark in accordance with the terms and conditions of this Agreement, Licensee shall reimburse MFA for all reasonable costs and expenses associated with the review and inspection.

4.3 **Compliance with Laws**. Licensee agrees that the Certified Products (a) manufactured by Licensee or (b) advertised, promoted or sold by Licensee, will be distributed in accordance with all applicable federal, state, and local laws and regulations. Licensee also agrees that it shall comply with all applicable federal, state, and local laws and regulations in its advertisement, promotion, display, and use of the Trademark.

5. **Protection of Interest**.

5.1 **Notification of Unauthorized Use/Infringement.** In the event Licensee: (i) becomes aware of any unauthorized use of the Trademark by a third party; or (ii) has an objectively reasonable belief that the use of the Trademark by a third-party licensee does not comply with MFA's usage requirements, Licensee shall promptly notify MFA in writing, and shall provide reasonable cooperation, at MFA's expense, in any enforcement of MFA's rights against such third party or third-party licensee. The right to enforce MFA's rights in the Trademark rest entirely with MFA and shall be exercised at MFA's sole discretion. MFA shall be entitled to any monetary recovery by way of settlement or judgment. MFA shall have the sole right (but not obligation) to enforce its rights in the Trademark and to enforce its agreement with any licensee. Licensee shall not commence any action or claim to enforce MFA's rights in the Trademark, other than the above-required notification.

5.2 Third-Party Challenge. In the event that a third party challenges Licensee's use of the Trademark, Licensee shall immediately notify MFA in writing. MFA will have sole conduct of all legal proceedings and negotiations in respect of any actual, proposed or threatened legal proceedings relating to the Trademark and the defense of any challenge of the Trademark unless the Licensee is actually sued by any third party for using the Trademark, and in such event the Licensee will be entitled to institute proceedings in respect of its own interests and at its own expense, and will give MFA prior written notice of any such proceedings and will deliver to MFA immediately upon creation or receipt, as applicable, copies of all pleadings and documents filed in such proceedings. MFA or Licensee may immediately terminate this Agreement in the event that a challenge to the use of the Trademark is brought against Licensee. MFA will have the right to intervene at its own expense in any proceeding conducted or defended by the Licensee involving the Trademark. The parties hereby agree to cooperate with each other in the conduct or defense of any legal action, and in the negotiations in respect of any legal action relating to the Trademark and each will provide to the other all relevant data, information and material in its possession which may be helpful in such action or negotiation, at the cost and expense of the party requesting such data, information and material, even if this Agreement is terminated by either Party as a result of any challenge or legal action. Notwithstanding anything to the contrary provided in this Agreement, Licensee will not enter into any settlement, agreement, or stipulated judgment in which MFA admits fault or any liability without MFA's prior written consent. This Section 5.2 does not limit MFA's rights and Licensee's obligations set forth in Section 7 of this Agreement.

6. Disclaimer by MFA.

6.1 **Trademark and Intellectual Property Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, MFA PROVIDES THE TRADEMARK, THE CERTIFICATION SPECIFICATIONS, AND ANY ASSOCIATED OR RELATED

INFORMATION, MATERIALS, OR SERVICES "AS-IS" WITH NO WARRANTIES WHATSOEVER, AND MFA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MFA DISCLAIMS ALL LIABILITY, INCLUDING WITHOUT LIMITATION FOR INFRINGEMENT OF ANY TRADEMARK, PATENT, OR OTHER INTELLECTUAL-PROPERTY OR PROPRIETARY RIGHTS, ARISING OUT OF RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR LICENSEE'S PARTICIPATION IN THE CERTIFICATION PROGRAM.

6.2 Manufacturing Disclaimer. The Trademark may only be used in connection with a Certified Product. If a Certified Product displays the Trademark it means that a representative Certified Product met the Certification of the MFA Specifications. sample NOTWITHSTANDING THE FOREGOING, MFA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE CERTIFIED PRODUCT MEETS THE MFA CERTIFICATION SPECIFICATIONS, OR THAT THE USE OF THE CERTIFIED PRODUCT WILL BE FIT FOR ITS INTENDED PURPOSE OR WILL BE ERROR FREE, ACCURATE, RELIABLE, OR UNINTERRUPTED. MFA SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY DISTRIBUTOR, RETAILER, WHOLESALER, MARKETER, ADVERTISER, OR END USER OF LICENSEE'S CERTIFIED PRODUCTS.

6.3 **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MFA WILL NOT BE LIABLE TO LICENSEE FOR THE COST OF SUBSTITUTE GOODS OR SERVICES OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, INFRINGEMENT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON WILLFULNESS, LOSS OF PROFITS, LOST REVENUES, OR LOSS OF DATA, FILES, OR BUSINESS OPPORTUNITY), AND WHETHER OR NOT MFA HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR LICENSEE'S USE OF THE TRADEMARK.

6.4 Additional Statement on Limitations. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

7. Licensee's Covenants, Representations and Warranties, and Indemnification.

7.1 Licensee's Covenants, Representations and Warranties. Licensee covenants, represents and warrants the following:

7.1.1 That Licensee is a Member in good standing of MFA and shall remain in good standing while using the Trademark pursuant to this Agreement;

7.1.2 That Licensee's representative sample of the Certified Product that met the MFA Certification Specifications is substantially identical to the manufactured Certified Products that Licensee will sell or sells; and

7.1.3 That Licensee will use the Trademark in accordance and conformance with this Agreement, including the Usage Guidelines.

7.2 Licensee's Indemnification of MFA. Licensee agrees that it shall defend, indemnify, and hold harmless MFA and its directors, officers, representatives, employees, agents, successors and assigns from and against all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties, or other costs incurred in connection with any third party claim or allegation arising out of or related to: (i) any of Licensee's products or Certified Products, including without limitation any user or customer claims alleging any such products' defect, failure, malfunction, or lack of compliance with any applicable law, rule, or regulation; (ii) the inaccuracy or violation of any of Licensee's covenants, representations, warranties, undertakings, or conditions contained in this Agreement; (iii) Licensee's use of the Trademark not in accordance with the terms of this Agreement and/or the Usage Guidelines; or (iv) Licensee's marketing, advertising, promotion, endorsement, or sale of the Certified Product; provided, however, that in no case shall Licensee be required to indemnify MFA or its officers, directors, employees, licensees, contractors, or agents regarding a claim pertaining to the invalidity of or infringement by the Trademark so long as Licensee uses the Trademark in accordance with this Agreement, including the Usage Guidelines. MFA agrees to give prompt written notice of any such claims and to provide Licensee with reasonable assistance in the defense or settlement of any such claims; and Licensee will have sole control over defense and settlement of any such claims, provided, however, that Licensee will not enter into any settlement, agreement, or stipulated judgment in which MFA admits fault or liability without MFA's prior written consent.

8. Term and Termination

8.1 **Term.** The term of this Agreement shall begin on the Effective Date and continue until terminated in accordance with the provisions of this Agreement.

8.2 **Termination**.

8.2.1 The Parties agree that this Agreement will terminate immediately and automatically upon termination, expiration, or cancellation of Licensee's membership in MFA for any reason.

8.2.2 The Parties agree that MFA may terminate this Agreement immediately if Licensee breaches or defaults under any of Licensee's covenants, conditions, undertakings, representations, or warranties in this Agreement, provided that MFA has first given Licensee notice of the breach or default, and Licensee has failed to remedy such breach or default within thirty (30) calendar days of the date of such notice.

8.2.3 The Parties agree that either Party may terminate this Agreement immediately under Section 5.2 by providing written notice thereof to the other Party.

8.2.4 The Parties agree that MFA may terminate this Agreement immediately under Section 10.6 by providing notice thereof to Licensee.

8.2.5 The Parties agree that either Party may terminate this Agreement for any reason, upon ninety (90) calendar days' advance written notice by the terminating Party to the other Party.

8.2.6 The Parties agree that Licensee may terminate this Agreement as provided in Section 9.2.

8.3 **Effect of Termination**.

8.3.1 Upon termination of this Agreement (the "**Termination Date**"), the License granted under this Agreement will immediately and automatically terminate.

8.3.2 Upon the Termination Date, Licensee will immediately cease all use of the Trademark in connection with the Certified Products and all advertising and promotional material, packaging material, and other documents and materials related to the Certified Products or otherwise. In the event Licensee has any Certified Products bearing the Trademark in its inventory, Licensee shall retain a limited, non-transferable, non-exclusive license (without the right to sublicense) to use the Certified Products: in order to exhaust its inventory of Certified Products in the process of being manufactured or existing at expiration or termination including Certified Products that have been ordered, provided that Licensee's right to exhaust any such inventory shall not extend beyond 180 days after expiration or termination of this Agreement. Notwithstanding the foregoing, in the event of termination of this Agreement by MFA for Licensee's breach, any Certified Products, as well as any advertising and promotional material, packaging material, and other documents and materials, that bear the Trademark (or any other mark, phrase, or logo that is confusingly similar to the Trademark) and that remain in the possession or control of Licensee after expiration of the Termination Date shall, at Licensee's expense, be destroyed. Licensee agrees to certify in a writing signed by an officer of Licensee, its compliance with the foregoing requirements.

8.3.3 The termination of this Agreement by either party and for any reason will in no way limit or affect MFA's right to pursue infringement, unfair competition, or other actions against Licensee to enforce MFA's rights in its Trademark, or otherwise.

8.3.4 The provisions of Sections 1, 2.2, 6, 7.2, 8.3, and 10 and the obligations and rights therein shall survive the termination of this Agreement.

9. Certification Program and Trademark License Changes.

9.1 MFA may modify the license right set forth in Section 2.1 to eliminate any country, jurisdiction, or other geographic area from such license right if MFA determines, in its reasonable discretion, that use of the Trademark in such geographic area may infringe or otherwise violates the rights of any third party, subject MFA to legal liability, or cause harm to MFA's rights in the Trademark, at any time, upon written notice. Upon such notice, Licensee must promptly cease all use of the Trademark in such geographic area.

9.2 Additionally, separate and independent from any rights and obligations herein Licensee acknowledges and agrees that MFA may make changes from time to time to the MFA Certification Specifications and/or the Certification Program. MFA will notify the Licensee of any

such changes from time to time during the term of this Agreement, and within sixty (60) days of receipt of such notice, or as soon as reasonably practical, whichever is earlier, the Licensee will ensure that it complies with any such notice given. In the event Licensee does not wish to comply with such notice, Licensee may terminate this Agreement upon written notice to MFA.

10. Additional Provisions

10.1 **No Assignment**. Licensee may not assign or transfer this Agreement without the prior written consent of MFA. Any such attempted assignment or transfer will be void and of no force or effect.

10.2 **Governing Law and Jurisdiction**. The validity, construction, and performance of this Agreement shall be governed by U.S. federal law and the laws of the State of California, U.S.A., without reference to conflict-of-laws principles. The Parties further acknowledge and agree that any non-contractual cause of action that either Party may assert, including without limitation trademark infringement, trademark dilution, passing off, false designation of origin, unfair competition, and other non-contractual causes of action will be governed by U.S. federal law and the laws of the State of California, U.S.A., without reference to conflict-of-laws principles. Any dispute arising out of this Agreement shall be brought in, and the parties consent to the exclusive jurisdiction of and venue in, the state and federal courts located in the County and City of San Francisco, California, USA.

10.3 **Equitable Relief; Cumulative Remedies**. Licensee acknowledges and agrees that the breach of any of its covenants, representations, warranties, undertakings, or conditions under this Agreement may cause MFA irreparable damage that cannot be readily remedied by monetary damages in an action at law, and may, in addition, constitute a violation of MFA's trademark rights and rights under the laws of unfair competition. In the event of any default or breach by Licensee, including without limitation any action by Licensee that could cause some loss or dilution of MFA's goodwill, reputation, or rights in the Trademark. MFA shall be entitled, in addition to all other remedies available at law and in equity, to seek an immediate injunction (without the posting of any bond or other security or proof of monetary damage) to stop or prevent such irreparable harm, loss, or dilution. The rights and remedies under this Agreement are cumulative and may be exercised singularly or concurrently.

10.4 **Attorneys' Fees.** The Parties agree that the prevailing Party in any action for enforcement or breach of or default under any provision of this Agreement shall be entitled to recover its reasonable costs and attorneys' fees.

10.5 **Representation as to Authority**. Any person signing this Agreement in a representative capacity, in so signing this Agreement acknowledges his or her authority to do so and to bind the entity on whose behalf the Agreement is signed.

10.6 **Severability**. The provisions of this Agreement are independent of each other. If any provision is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of the remaining provisions, and the invalid, illegal, or unenforceable provision will be deemed to be removed from this Agreement. If, however, MFA determines, in its discretion, that the court's determination causes this Agreement to fail in any of its essential purposes, it may immediately terminate this Agreement.

10.7 **Modifications; No Waiver**. Except as provided in Section 3.1, 9.1 and 9.2 of this Agreement, this Agreement will not be amended or modified except in a writing signed by both Parties. The failure of either Party to enforce at any time one or more of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions or of any other provisions of this Agreement.

10.8 **Relationship of the Parties**. No agency, partnership, joint venture, franchise, or employment is created between the Parties as a result of this Agreement. Neither Party is authorized to create any obligation, express or implied, on behalf of the other Party.

10.9 **No Endorsement**. Licensee shall make no claims or indications that MFA endorses Licensee or its products or services.

10.10 **Notices.** All notices or other written 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; 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).

10.11 Addresses.

If to MFA:	If to Licensee:
MulteFire Alliance	
5177 Brandin Court	
Fremont, CA 94538	
Email:	Email:

10.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the undersigned and any respective affiliates, parent or related companies, successors, and/or permitted assigns.

10.13 **No Third-Party Beneficiaries**. The Parties do not intend to confer any right or remedy on any third party.

10.14 **No Interpretation Against Drafter**. This Agreement has been drafted initially in substantial part by legal counsel for one of the Parties, but by agreement of the Parties, this Agreement shall be deemed to have been drafted by both Parties jointly, and any ambiguity in this Agreement shall not be construed for or against either Party by virtue of the identity of the drafter or otherwise.

10.15 **Headings**. The headings used in this Agreement are for convenience only and shall not be considered or used in construing the meaning of the terms of this Agreement.

10.16 **Exhibits**. The Exhibits referenced in this Agreement are incorporated into and made a part of this Agreement.

10.17 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any and all prior and contemporaneous agreements or representations respecting the subject matter of this Agreement, whether written or oral, expressed or implied.

10.18 **Counterparts and Electronic Signatures.** This Agreement may be executed in identical counterparts all of which taken together shall constitute one single agreement between the parties. This Agreement may be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their respective duly authorized agents effective as of the Effective Date.

MULTEFIRE ALLIANCE	LICENSEE	
By:	By:	
Print Name	Print Name	
Title	Title	
Date	Date	

EXHIBIT A: Trademark

Trademark



EXHIBIT B: MFA Brand Identity Guidelines

The MFA document "MFA Brand Identity Guidelines" dated October 2019 is hereby incorporated by reference.

The document can be found on the MFA Member website under the Certification tab at the following address: https://www.multefire.org/aro/cx/list/6.