

MPLIFY SERVICES & TECHNOLOGY

CERTIFICATION TRADEMARK LICENSE AGREEMENT

PLEASE READ THIS DOCUMENT (THE “AGREEMENT”) CAREFULLY. BEFORE VIEWING, DOWNLOADING, TAKING POSSESSION OF OR OTHERWISE USING ANY OF THE LICENSED MARKS (DEFINED BELOW), YOU MUST ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. FOR PURPOSES HEREOF, THE TERMS “YOU”, “YOUR” OR “LICENSEE” REFER TO THE COMPANY OR ENTITY THAT IS ACQUIRING A LICENSE UNDER THIS AGREEMENT.

THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND MPLIFY ALLIANCE, A CALIFORNIA NONPROFIT CORPORATION (“MPLIFY”). BY CLICKING THE “ACCEPT” BUTTON BELOW, YOU ARE THEREBY AGREEING THAT YOU ARE BOUND BY AND A PARTY TO THIS AGREEMENT. IF YOU ARE AN ENTITY, AND AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON YOUR BEHALF, THEN YOU WILL BE BOUND BY THIS AGREEMENT WHEN THAT INDIVIDUAL CLICKS THE “ACCEPT” BUTTON BELOW. WHEN THEY DO SO, IT WILL ALSO CONSTITUTE A REPRESENTATION BY THE INDIVIDUAL THAT SUCH INDIVIDUAL IS AUTHORIZED TO BIND YOU AS A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON BELOW.

Background: Mplify operates one or more Mplify Services & Technology Certification Programs (each a “Certification Program”), in connection with which members of Mplify (each a “Member”) may submit one or more of their products or services to an applicable testing provider authorized by Mplify (each an “Mplify Authorized Test and Certification Partner” or “Mplify-ATCP”) for certification testing against applicable Mplify or MEF standards in accordance with the requirements of such Certification Program. Issuance by Mplify or an applicable Mplify-ATCP of a certificate of compliance for a given product or service (“Certificate”) upon satisfactory completion of all tests required by such Certification Program is referred to herein as “Certification.” Member products or services that (a) have received Certification, (b) have not had such Certification or the associated Certificate revoked, and (c) otherwise satisfy and continue to satisfy all applicable Certification Program requirements as may be modified by Mplify and in effect from time to time, including but not limited to the requirements of all applicable Mplify or MEF standards associated with such Certification, all Guidelines (defined below), and the terms and conditions of this Agreement (all such requirements, Guidelines, terms and conditions, collectively, the “Program Requirements”), are referred to herein as “Certified Products.”

1. LICENSE GRANT

1.1 License. With respect to each product or service of Licensee that at the time in question is a Certified Product, solely during the period of time when Licensee is a Member, Mplify hereby grants to Licensee, and Licensee hereby accepts, a limited, world-wide, royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable right to use and display the mark(s) associated with the applicable Certificate(s) issued for such Certified Product (each a “Licensed Mark” and collectively, the “Licensed Marks”), as identified in the Official Mplify Logos List available at <https://www.mplify.net/wp-content/uploads/Mplify-Certification-Logo-Marks.pdf>, which list may be amended from time to time by Mplify (“Official Mplify Logos List”), solely on or in connection with such Certified Products. Licensee (a) shall use a given Licensed Mark for a given Certified Product only while Licensee is a Member and such Certified Product continues to satisfy all applicable Program Requirements, and (b) shall not use any Licensed Mark on or in connection with any product or service or version of any of the foregoing that is not at the time a Certified Product for purposes of the Certification associated with such Licensed Mark or that has had such Certification revoked. The licenses granted under this Agreement with respect to the Licensed Marks supersede and replace all other trademark licenses that Mplify has or may have previously granted to Licensee with respect to the Licensed Marks.

1.2 Restrictions. Licensee acknowledges and agrees that (a) to the extent Licensee wishes to publicize the Certification of any of its Certified Products, it may (and shall cause its third party distributors and resellers, as applicable, to) refer to such Certification as “Mplify Certification” or “MEF Certification”, as applicable based on the corresponding Certification granted, and to such Certified Products as “Mplify Certified” or MEF Certified, as applicable based on such Certification, and that (b) otherwise, Licensee shall not state or imply (or permit any such third party to state or imply) that Licensee or any product or service (or version thereof) is Mplify or MEF certified, Mplify or MEF compliant, compliant with Mplify or MEF standards or requirements or similarly certified, compliant, qualified, validated or approved by Mplify or MEF Forum, or that Certification constitutes or should be construed to be a warranty, endorsement, guarantee or recommendation by Mplify of Licensee or any of its products or services.

1.3 Program Requirements and Branding Guidelines. The licenses granted herein for each Licensed Mark are subject to Licensee’s continuing compliance with all Program Requirements associated with the corresponding Certification, including but not limited to compliance with all associated requirements regarding Certification renewals and all applicable requirements set forth in the Mplify Branding Guidelines [and Terms of Use] available at <https://www.mplify.net/wp-content/uploads/Mplify-Brand-Style-Guide.pdf>, as may be amended from time to time by Mplify (the “Guidelines”). The Guidelines are incorporated into and made a part of this Agreement as if fully set forth herein. Licensee shall comply with any updated Guidelines within the time periods described in Section 2.

1.4 Updates to Licensed Marks. The Licensed Marks and associated licenses granted herein with respect thereto are subject to termination, amendment or replacement from time to time by Mplify in its sole discretion. In the event Mplify terminates, amends or replaces

any of the Licensed Marks or corresponding licenses, Licensee shall cease all use of any such terminated Licensed Mark, and as applicable, comply with all applicable usage requirements for any such amended or replaced Licensed Marks, in each case, within the time periods described in Section 2. Mplify shall promptly notify Licensee of any such termination, amendment or replacement and any associated changes to usage requirements for Licensed Marks.

2. TIME PERIOD FOR COMPLIANCE WITH MODIFICATION OR TERMINATION

If the Program Requirements or Guidelines are modified in accordance with the terms of this Agreement, if any Licensed Marks or associated licenses are terminated, amended or replaced in accordance with Section 1.4, or if this Agreement is terminated for any reason other than Licensee's breach of its terms, in each such case, Licensee shall comply with any such modifications and cease all use of any terminated Licensed Marks (and in the event of termination of this Agreement, Licensee shall cease use of all Licensed Marks) as soon as practicable, but in any event, (a) with respect to Licensee's use of the Licensed Marks on its website and other materials in electronic form, Licensee shall comply with such modification or termination not later than sixty (60) days after the date of receiving notice of such modification or termination and, (b) with respect to physical articles (e.g., printed materials and physical goods) that have already been printed, manufactured, assembled or are already in the process of being printed, manufactured, or assembled as of the date of such modification or termination, Licensee shall have one hundred eighty (180) days after the date of receiving notice of such modification or termination to dispose of such physical articles that remain within Licensee's control or alter them to comply with such modification or termination. In the event this Agreement is terminated due to Licensee's breach of its terms or Licensee ceases to be a Member of Mplify, Licensee must immediately cease all use of the Licensed Marks.

3. OBLIGATIONS AND RESTRICTIONS

3.1 Compliance Generally. Licensee represents, warrants, covenants, and agrees that it will use the Licensed Marks solely as provided in this Agreement and in compliance with applicable Program Requirements and the Guidelines, and that Licensee will comply with all applicable laws, rules, and regulations in connection with all products, services, websites, materials, marketing, advertising, business activities, and events that the Licensed Marks are used on, in, or in connection with, and will not knowingly violate or infringe any right of any third party in connection with any use of the Licensed Marks.

3.2 Quality Standards and Maintenance. Licensee acknowledges that maintaining a high level of quality for the Certified Products that the Licensed Marks are used in connection with in order to maintain and enhance Mplify's goodwill as symbolized by the Licensed Marks is the essence of this Agreement. Accordingly, Licensee covenants, represents, and warrants that Licensee shall conduct its business operations, including the marketing and selling of its Certified Products and the operation of its activities and events in compliance with all applicable laws and regulations and in accordance with the quality standards,

specifications, and procedures at least equal to those used by Licensee at the time any such Certified Products received Certification.

3.3 Audit Rights. Licensee shall reasonably cooperate with Mplify to facilitate periodic review of Licensee's use of the Licensed Marks and of Licensee's continuing compliance with this Agreement and the Guidelines. If Mplify, in its sole reasonable discretion, determines that any use of the Licensed Marks fails to substantially conform to this Agreement, Mplify shall provide Licensee with written notice of such failure or non-compliance. Licensee shall have thirty (30) days thereafter to fully correct and remedy any such non-compliance to Mplify's satisfaction. Should the Licensee fail to cure the noncompliance to Mplify's satisfaction within said thirty (30) day period, Mplify may, in its sole discretion, terminate this Agreement in its entirety or terminate any or all of the licenses granted under Section 1 or reduce the scope of such licenses with respect to the uses of the Licensed Marks that are non-compliant.

4. IDENTIFICATION AND OWNERSHIP

4.1 Ownership. Licensee agrees and acknowledges that Mplify retains all right, title and interest in and to the Licensed Marks as well as to all combinations, forms, and derivations of the Licensed Marks, and all goodwill associated therewith; and Licensee acknowledges and agrees that any and all goodwill derived from Licensee's use of the Licensed Marks shall inure to the sole benefit Mplify. Except for the limited licenses expressly granted in this Agreement, Licensee shall have no license or other rights in the Licensed Marks.

4.2 Licensee Restrictions. Licensee will not take any action to challenge or oppose Mplify's ownership of the Licensed Marks, nor take any action inconsistent with such ownership.

5. WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.1 Limitations of Liability. Mplify shall have no liability with respect to any claim based upon Licensee's manufacture or distribution of Licensee's products or services, or Licensee's organization or sponsorship of any activities or events. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO LICENSEE'S USE OF THE LICENSED MARKS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 No Warranties. THE LICENSED MARKS ARE PROVIDED "AS-IS" AND MPLIFY MAKES NO WARRANTIES EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE LICENSED MARKS, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, VALIDITY OF MPLIFY'S RIGHTS IN THE LICENSED MARKS IN ANY COUNTRY, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE.

5.3 Unauthorized Third-Party Use. The right to enforce Mplify's rights in the Licensed Marks rests entirely with Mplify and shall be exercised, if at all, at Mplify's discretion. Licensee shall not commence any action or claim to enforce Mplify's rights in the Licensed Marks.

5.4 Claims By Third Parties. In the event that a third-party challenges Licensee's use of the Licensed Marks, Licensee shall notify Mplify in writing as soon as is reasonably practicable. Licensee shall not enter into any discussions or settlements or take any other action pertaining to said challenge without the express written consent of Mplify. Mplify or Licensee may immediately terminate this Agreement in the event that a challenge to the Licensed Marks is brought against Licensee or Mplify. Licensee agrees to cooperate fully with Mplify, at Mplify's expense, in the event such a challenge is brought, even if this Agreement is terminated by either party as a result of such challenge.

6. TERM AND TERMINATION

6.1 Duration. The term of this Agreement shall be indefinite and continue until its termination as provided herein.

6.2 Termination by Agreement. This Agreement may be terminated by the parties at any time by mutual written agreement.

6.3 Termination Due to Alleged or Suspected Infringement. This Agreement may be terminated by either party, in its entirety or with respect to the relevant Licensed Mark, immediately upon notice to the other party of such termination if (i) a third party alleges or claims that such Licensed Mark infringes, misappropriates, or violates a third party's trademark or other intellectual property rights; or (ii) such party otherwise has reason to believe or suspect that a third party may make such claim.

6.4 Termination Due to Breach. This Agreement may be terminated by either party if the other party has breached this Agreement (i) and such breach is, by its nature, not capable of being cured; or (ii) if such breach is, by its nature, capable of being cured, and the breach is not cured by the other party within thirty (30) days after the breaching party's receipt of written notice from the non-breaching party of the breach.

6.5 Automatic Termination. This Agreement and all licenses granted hereunder shall terminate automatically if Licensee violates Section 4.2 or Licensee ceases to be a Member of Mplify.

6.6 Termination for Convenience. This Agreement may be terminated by either party for convenience by providing at least sixty (60) days prior written notice to the other party.

6.7 Effect of Termination. Upon termination of this Agreement, the rights and licenses

granted in this Agreement shall immediately and automatically terminate, and Licensee shall cease all use of the Licensed Marks, subject to the compliance periods set forth in Section 2. Any provisions of this Agreement that are intended to survive its termination, as indicated by their nature, context, or express terms, shall survive such termination, including without limitation Sections 2 (Time Period for Compliance with Modification or Termination), 4 (Identification and Ownership), 5 (Warranty Disclaimers and Limitations of Liability), 6 (Term and Termination), and Section 7 (Miscellaneous).

7. MISCELLANEOUS

7.1 Assignment. The licenses granted in Section 1 of this Agreement are personal to Licensee, and Licensee shall not assign or transfer this Agreement (or any right granted herein) in any manner without Mplify's prior written consent; provided, however, that Licensee may, without obtaining further consent, assign this Agreement to a purchaser or successor-in-interest of all or substantially all of Licensee's assets associated with Licensee's Certified Products if such purchaser or successor-in-interest is or becomes a Member of Mplify at the time of such sale or other transfer; and provided further that a change in control of Licensee shall be permitted so long as Licensee continues to be a Member of Mplify after such change in control transaction.

7.2 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be considered given or paid when delivered (or when delivery thereof is refused) via personal delivery; certified mail, return receipt requested; nationally recognized overnight courier; or e-mail provided that the sender does not know or have reason to know that the recipient did not receive the e-mail. Notices, demands, or other written communications that are sent in any manner other than as described in this Section 7.2 will be void and not binding on the Party sending or receiving the communication. Notices to Mplify shall be sent to the following email address or address:

Mplify Alliance
12130 Millennium Dr., Suite 300
Los Angeles CA 90045 USA

legal@mplify.net

w/ copy to
Gesmer Updegrave LLP
40 Broad St.
Boston, MA 02109
Attention: Russ Schlossbach
russ.schlossbach@gesmer.com

Notices to Licensee shall be sent to the email address of the **Company Contact** specified when completing and submitting this **Agreement** (with a copy via email to the Additional Contact, if any). Either party may update its contact information for notices by providing notice to the other party of such update in accordance with this Section 7.2.

7.3 Entire Agreement. Mplify providing this Agreement to Licensee does not constitute an offer by Mplify. This Agreement, together with the Official Mplify Logos List and Guidelines, contains the entire agreement of the parties with respect to the use of the Licensed Marks, and shall supersede and merge all prior and contemporaneous communications.

7.4 Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any action, litigation, or proceeding arising from or relating to this Agreement may only be brought in a federal court or state court located in Los Angeles, California. Each Party consents to the exclusive jurisdiction and venue of those courts (and of the appropriate appellate courts therefrom) in any such action, suit, or proceeding. Each Party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or henceforth have to the laying of the venue as provided in this Section (including an objection on the grounds that the forum is inconvenient). Process in any such action, suit, or proceeding may be served on either Party anywhere in the world, whether within or without the jurisdiction of any such court.

7.5 Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

7.6 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

7.7 Severability. If any provision of this Agreement (or any other agreements incorporated herein) shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.8 Relationship. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating an employment, partnership, joint venture or agency relationship or as granting a franchise, and the parties shall be deemed independent contractors. Mplify is not a guarantor of the fitness or quality of any product, service, or event.

[END OF AGREEMENT]