

Open Connectivity Foundation, Inc.

Certification Mark License Agreement

This Open Connectivity Foundation Certification Mark License Agreement (“Agreement”), by and between Open Connectivity Foundation, Inc., a Delaware nonprofit mutual benefit corporation with its principal place of business as 3855 SW 153rd Drive, Beaverton, OR 97003 (“OCF”) and _____, a(n) _____ (“Licensee,” as further defined below) is entered into as of the date upon which the latter of the parties’ signature has been executed (the “Effective Date”).

RECITALS

A. WHEREAS, OCF is a nonprofit corporation formed as provided by its Bylaws (as defined below), for the purposes of defining and promoting a single connectivity framework to enable communications and interoperability in support of the “Internet of Things” across multiple vertical markets, operating systems, platforms, modes of communication, transports and use cases;

B. WHEREAS, OCF has developed the certification mark(s) set forth on Exhibit A (the “Certification Mark(s),” as further defined below) and is willing to license the Certification Mark(s) to OCF Members (as that term is defined in the OCF Bylaws) that have tested one or more product(s) in accordance with OCF’s certification program, which provides independent third-party review and testing of product(s) for conformance with the Final Specification(s), as defined below and as set forth in OCF’s Product Interoperability Guidelines (the “Test Plan Document”); and

C. WHEREAS, Licensee’s product(s) is(are) in accordance with the applicable Final Specification(s) outlined in the Test Plan Document, and OCF wishes to grant Licensee certain limited rights to use the Certification Mark(s) in connection with such Licensee product(s), subject to the terms and conditions of this Agreement.

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:

1. INDEX AND CERTAIN DEFINITIONS

1.1 Index. This Agreement includes the following:

Recitals and Sections 1 – 9	Terms of this Agreement (including all documents incorporated into this Agreement by reference)
Exhibit A	Certification Mark(s)
Exhibit B	OCF Certification Mark Usage Guidelines

All terms and conditions of the OCF Bylaws and any exhibits, amendments, or addenda thereto shall remain the same and in full force and effect. In the event of a conflict between this Agreement (including the Terms of this Agreement, Exhibit A, and Exhibit B), on the one hand; and the OCF Bylaws (including any exhibits, amendments, or addenda thereto), on the other hand, the terms and conditions of the OCF Bylaws (including any exhibits, amendments, or addenda thereto) shall control.

1.2 Definitions.

1.2.1 “Affiliate” means any entity that is controlled by, under common control with, or that controls the subject party. For purposes of this definition, “control” means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity. Notwithstanding the foregoing, “Affiliate” shall not mean any entity that has previously been a Member of OCF whose membership was cancelled by such former Member, expired, or was otherwise terminated by OCF.

1.2.2 “Certificate of Conformity” means the certificate received by Licensee from OCF for each Licensee product for which Licensee has submitted a Product Registration Form and which has been accepted by OCF as having passed the applicable Test in accordance with the OCF Product Certification Process. For purposes of this Agreement, ‘Certificate of Conformity’ does not mean and does not include any such certificate granted with respect to UCI (Universal Cloud Interface) certification, and Licensee shall not use the Certification Mark(s) to indicate that a product has been granted UCI certification.

1.2.3 “Certification Mark(s)” means that mark(s) and logo(s) listed in Exhibit A attached hereto, as amended from time to time by OCF in writing.

1.2.4 “Certified Product(s)” refer(s) to each Licensee product, whether it is a device, software, user control point, bridge, other software application, or software component, that is designed to implement one or more Final Specifications and for which a Certificate of Conformity has been issued by OCF to Licensee, provided that the Certified Product shall not include any version of the applicable Licensee product that has been altered, modified or improved by any person or entity (including without limitation Licensee or any third party on Licensee’s behalf) after receipt of the Certificate of Conformity, unless a new Certificate of Conformity has been received by Licensee for such new version. For purposes of this Agreement, ‘Certified Product(s)’ do(es) not mean and do(es) not include any products that were granted UCI certification, unless such products were certified under OCF’s other Final Specifications as well.

1.2.5 “Confidential Information” has the meaning set forth in the OCF Bylaws;

1.2.6 “Final Specification(s)” means those specifications that have been adopted by the OCF Board of Directors, as set forth in the Bylaws, and which are available for review at www.openconnectivity.org. For purposes of this Agreement, ‘Final Specification(s)’ do(es) not include OCF’s UCI specification, and Licensee shall not use the Certification Mark(s) to indicate that a product is compliant with OCF’s UCI specification.

1.2.7 “Licensee” has the meaning set forth in the first paragraph of this Agreement and further means the applicant identified on the OCF Membership Agreement, who has been granted membership in OCF and has executed this Agreement and had this Agreement accepted and executed by OCF, and

who has maintained payment of any and all dues called for in connection with Licensee's membership in OCF.

1.2.8 "Marketing Materials" means those advertising, promotional and marketing materials (including digital and print materials), and product packaging and labels of Licensee that are directly related to the sale of a Certified Product.

1.2.9 "OCF Bylaws" or "Bylaws" means the bylaws of the Open Connectivity Foundation, which are accessible to Members at www.openconnectivity.org.

1.2.10 "OCF Certification Mark Usage Guidelines" means the guidelines for display of the Certification Mark(s) on Certified Products and Marketing Materials, which guidelines are attached hereto as Exhibit B and incorporated herein by this reference, and which guidelines are available at www.openconnectivity.org. OCF may amend the OCF Certification Mark Usage Guidelines from time to time by providing notice thereof to Licensee in accordance with the provisions of this Agreement.

1.2.11 "OCF Product Certification Process" means the official process established by OCF for certifying products as compliant with the Final Specification(s). The document containing the OCF Product Certification Process rules and regulations is available for review at www.openconnectivity.org and, as amended from time to time by OCF, is incorporated herein by this reference.

1.2.12 "Product Registration Form" means a fully and properly completed form (available within the OCF Certification Management System, as amended by OCF from time to time and incorporated herein by reference), for each specific Licensee product that Licensee is seeking to qualify as a Certified Product.

1.2.13 "Term" shall have the meaning set forth in Section 8.1.

1.2.14 "Test(s)" means each executable software program, including, without limitation, XML documents and associated documentation prepared and approved by or on behalf of OCF, for each product class designated by OCF, used for the purpose of (i) implementing the OCF Product Certification Process; (ii) testing the compliance of products with one or more Final Specifications, provided that, if the context requires, "Test" means only the particular test applicable to the product at issue; and (iii) testing to ensure interoperability in accordance with the applicable Final Specification(s).

1.2.15 All other capitalized terms (except capitalized proper names) shall have the meanings assigned to them in this Agreement.

2. CERTIFICATION MARK LICENSE

2.1 License Grant. Subject to and conditioned upon Licensee's compliance with this Agreement, OCF hereby grants to Licensee, and Licensee accepts, a limited, non-exclusive, worldwide, revocable, non-sublicensable (except as set forth in Section 2.2 of this Agreement), non-transferable, non-assignable, and royalty-free license to use the Certification Mark(s) solely in accordance with the OCF Certification Mark Usage Guidelines, solely during the Term of this Agreement, and solely to indicate that Licensee's Certified Product(s) has(ve) met one or more Final Specification(s). Licensee may use the Certification Mark(s) solely (i) on Licensee's Certified Product(s); (ii) in Marketing Materials directly related to the Certified Product(s); and/or (iii) on any portion of Licensee's website that is directly related to the Certified Product(s). No other right, title, or license is granted under this Agreement.

3 - OPEN CONNECTIVITY FOUNDATION CERTIFICATION MARK LICENSE AGREEMENT

2.2 Sub-license Grant. Notwithstanding the non-sublicensable nature of the license granted to Licensee under Section 2.1 of this Agreement, Licensee may allow third parties with whom Licensee has contracted to manufacture or assemble Certified Products under Licensee's trade name and/or to sell, distribute, advertise, promote, or market Licensee's Certified Product(s) ("Licensee Contractors") to use the Certification Mark(s) solely on Licensee's behalf and solely in connection with manufacturing, assembling, selling, distributing, advertising, promoting, and/or marketing the Certified Product(s) for Licensee's benefit. Licensee agrees the foregoing sublicense grant does not allow Licensee to, and Licensee agrees Licensee shall not, allow any Licensee Contractors or any other third party to use the Certification Mark(s) in connection with the manufacture, assembly, sale, distribution, advertising, promoting, and/or marketing of the Licensee Contractor's products or any other third-party products; rather, Licensee may only sublicense the right to use the Certification Mark(s) in connection with Licensee's Certified Product(s). Licensee is responsible for ensuring that Licensee Contractors only use the Certification Mark(s) in accordance with the terms set forth in this Agreement and in accordance with the OCF Certification Mark Usage Guidelines. Licensee shall be responsible and liable for any and all use of the Certification Mark(s) by Licensee Contractors, including all uses by a Licensee Contractor that violate this Agreement, including violations of the OCF Certification Mark Usage Guidelines. Any use of the Certification Mark(s) by a Licensee Contractor not in accordance with this Agreement and the OCF Certification Mark Usage Guidelines shall constitute a material breach of this Agreement by Licensee. Licensee shall secure OCF's right to review and inspect Licensee Contractors' use of the Certification Mark(s) in accordance with Section 3.2 of this Agreement.

2.3 No Challenge of Ownership Interests. Licensee acknowledges OCF's exclusive ownership rights in and to the Certification Mark(s), as well as to all combinations, forms, and derivations of the Certification Mark(s), and all goodwill associated therewith, and acknowledges that any and all use of the Certification Mark(s) inures to the sole benefit of OCF. Licensee will not challenge OCF's exclusive ownership rights in and to the Certification Mark(s), nor take action inconsistent with OCF's rights in the Certification Mark(s). Licensee will not adopt, use, apply to register, and/or register as its own trademark, service mark, certification mark, domain name, sub-domain name, corporate or entity name, or the like, the Certification Mark(s) or any word, phrase, or design confusingly similar to or that dilutes the Certification Mark(s) (or other OCF trademarks, service marks, or certification marks), for any product and/or service. If at any time Licensee acquires any rights in, or registrations or applications for, the Certification Mark(s) or any confusingly similar mark, whether by operation of law or otherwise, Licensee hereby immediately, and at no expense to OCF, assigns all such rights, registrations, and/or applications to OCF, along with any and all associated goodwill.

2.4 Certain Geographic or Usage Limitations. In the event OCF determines, in its sole discretion, that use of the Certification Mark(s), in any particular manner, in any particular jurisdiction, or on any particular Certified Product or Marketing Materials may violate any applicable laws or regulations, be contrary to public policy, or subject Licensee or OCF to any third-party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, upon receipt of notice and request from OCF, Licensee agrees to promptly cease and desist from all use of the Certification Mark(s) in such particular manner, in such particular jurisdiction, and/or on such particular Certified Product or Marketing Materials.

2.5 OCF Control. OCF shall have absolute determination and control, in its sole discretion, over the design, redesign, modifications, changes, enhancements, improvements, authorized or unauthorized

uses, manner and extent of registration, maintenance, protection, enforcement, ownership, and licensing of and to the Certification Mark(s), OCF Certification Mark Usage Guidelines, and OCF Product Certification Process.

2.6 Certain License Restrictions. Licensee's use of the Certification Mark(s) pursuant to the license granted in Section 2.1 shall be solely in conjunction with the Certified Products of Licensee and subject to the restrictions and obligations of Licensee set forth in this Agreement, including, without limitation, the following:

2.6.1 Licensee shall not alter, modify, enhance, or change the Certification Mark(s) or combine the Certification Mark(s) with another mark.

2.6.2 Licensee shall not omit portions or use a partial version of the Certification Mark(s).

2.6.3 Licensee shall display the Certification Mark(s) only in a positive manner.

2.6.4 Licensee shall not use the Certification Mark(s): (i) in any manner that is likely to reduce, diminish, or damage the goodwill, value, or reputation associated with the Certification Mark(s) or of OCF or its certification program; (ii) in any manner that would violate the rights of any third parties; (iii) in any manner that would result in any third-party claim or in any governmental investigation, claim, or proceeding alleging unlawful or improper use of the Certification Mark(s) (except to the extent such third-party claim or governmental investigation, claim, or proceeding pertains to the invalidity of or infringement by the Certification Mark(s), so long as Licensee uses the Certification Mark(s) in accordance with this Agreement); (iv) on or in connection with any other products or marketing materials other than a Certified Product and associated Marketing Materials; or (v) in any manner other than as a certification mark on Certified Products and associated Marketing Materials.

2.6.5 Licensee shall use of the Certification Mark(s) in strict accordance with the OCF Certification Mark Usage Guidelines, which may be updated from time to time by OCF in its discretion. OCF will notify Licensee of any updates to the OCF Certification Mark Usage Guidelines, and Licensee shall comply with the updated OCF Certification Mark Usage Guidelines as soon as reasonably practicable, but, in all cases, Licensee shall comply with the updated OCF Certification Mark Usage Guidelines within sixty (60) calendar days after the date on which OCF provides notice of such updates to Licensee. In addition, Licensee agrees that, during this sixty- (60-) day period, Licensee will minimize the use of the earlier version of the applicable Certification Mark(s) to the extent commercially reasonable.

2.7 Attribution. Licensee shall attribute to OCF ownership of the Certification Mark(s) as set forth in the OCF Certification Mark Usage Guidelines.

2.8 Components. If OCF permits certification of product components and Licensee's Certified Product constitutes only a part or portion of another or larger Licensee product, Licensee may only use the Certification Mark(s) in reference to that portion of the Licensee product that constitutes the Certified Product, and Licensee must specifically indicate which part or portion of Licensee's product constitutes the Certified Product in all Marketing Materials that use the Certification Mark(s). Licensee may allow another OCF licensee to incorporate or integrate Licensee's Certified Products into another product of the third-party OCF licensee, provided that the third-party OCF licensee has entered into a

certification mark license agreement with OCF pertaining to such third-party OCF licensee's use of the Certification Mark(s).

2.9 Manufacturing Products for Third Parties. Notwithstanding anything to the contrary in this Agreement, Licensee may manufacture and have tested and certified Certified Products that display a third-party trade name, and such third party may market, promote, sell, and distribute such Certified Products; provided that (i) the third-party trade name is that of another OCF Member, (ii) only such third-party OCF Member may market, promote, sell, and distribute such Certified Products, and (iii) such third-party OCF Member has entered into a certification mark license agreement with OCF pertaining to such third-party OCF Member's use of the Certification Mark(s).

3. QUALITY CONTROL AND RIGHT TO REVIEW AND INSPECT

3.1 Manufacturing Processes. The Certified Products that Licensee produces and that are marked with the Certification Mark(s) under this Agreement shall be substantially identical to the Certified Product that was approved and registered pursuant to the OCF Product Certification Process. Further, Licensee covenants, represents and warrants that the Certified Products meet the Final Specification(s) and applicable requirements set forth in the Test Plan Document.

3.2 Review and Inspection. To ensure compliance with Licensee's obligations hereunder, OCF has the right, in its sole discretion, to review and inspect Licensee's Certified Products and Licensee's and Licensee Contractors' Marketing Materials to ensure compliance with the terms of this Agreement. Licensee shall cooperate fully in providing OCF access to (or assisting OCF in gaining access to) Licensee's and Licensee Contractors' Marketing Materials and Licensee's Certified Products, including providing OCF, at no cost to OCF, with up to two (2) commercially-available samples of the Certified Products, at OCF's request. Licensee agrees that, if reasonably required by OCF, it will make appropriate changes to the Certified Products and/or Marketing Materials in order to ensure proper protection of the Certification Mark(s). To the extent OCF's right to review and inspect Licensee's and Licensee Contractors' Marketing Materials and Licensee's Certified Products under this Section 3.2 requires access to third-party confidential information, OCF acknowledges and agrees that, to the extent it is notified of the confidential nature of such third-party information, all such third-party confidential information shall be subject to OCF's confidentiality obligations as set forth in Section 4 below.

3.3 Compliance with Laws. Licensee agrees that Certified Products will be manufactured, advertised, promoted, sold, and distributed in accordance with all applicable federal, state, and local laws and regulations. Licensee also agrees that it will comply with (and require that all Licensee Contractors comply with) all applicable federal, state, and local laws and regulations in the advertising, promotion, display and use of the Certification Mark(s).

4. CONFIDENTIALITY

4.1 Use Restrictions and Non-Disclosure Obligations. With respect to Confidential Information, the receiving party agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its Affiliates and Licensee Contractors as the receiving party employs with its own confidential information, but no less than reasonable care. Any disclosure by a receiving party to its Affiliates and/or Licensee Contractors should be subject to obligations of confidentiality at least as restrictive as those

contained in this Section 4. Further, the receiving party agrees it will not use the other party's Confidential Information for any purpose without the prior written authorization of such other party, except the receiving party may use the disclosing party's Confidential Information to perform its obligations or exercise its rights under this Agreement.

4.2 Exceptions. The foregoing obligations in Section 4.1 shall not apply to any information that is: (1) already known by the receiving party prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received from a third party without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval.

4.3 Residuals. Notwithstanding anything to the contrary herein, Licensee shall be free to use the residuals of OCF's Confidential Information for any purpose including use in the development, manufacture, marketing, and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "residuals" means that Confidential Information in nontangible form, which may be retained in the unaided memories of individuals who have not intentionally memorized such Confidential Information and have had rightful access to such Confidential Information under this Agreement. It is understood that receipt of Confidential Information under this Agreement shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of Licensee within Licensee's organization. However, this Section 4.3 shall not be deemed to grant to any third party a license under another party's trademarks, copyrights, or patents.

5. PROTECTION OF INTEREST

5.1 Notification of Unauthorized Use/Infringement. In the event Licensee: (i) becomes aware of any unauthorized use of the Certification Mark(s) (or other breach of or default under this Agreement) by any officer, director, employee, or agent of Licensee or by a Licensee Contractor; (ii) becomes aware of any unauthorized use of the Certification Mark(s) by a third party; or (iii) has an objectively reasonable belief that the use of the Certification Mark(s) by a third-party licensee does not comply with OCF's usage requirements, the terms of this Agreement, or the OCF Certification Mark Usage Guidelines, Licensee shall promptly notify OCF in writing, and shall provide reasonable cooperation, at OCF's expense, in any enforcement of OCF's rights against such third party or third-party licensee, except that Licensee shall be solely responsible for all costs associated with any action, suit, claim, or proceeding brought by OCF to enforce OCF's rights against a Licensee Contractor. The right to enforce OCF's rights in the Certification Mark(s) rests entirely with OCF and shall be exercised in OCF's sole discretion. OCF shall be entitled to any monetary recovery by way of settlement or judgment. Licensee shall not commence any action or claim to enforce OCF's rights in the Certification Mark(s), other than the above-required notification.

5.2 Third-Party Challenge. In the event that a third party challenges Licensee's or a Licensee Contractor's use of the Certification Mark(s), Licensee shall immediately notify OCF in writing. OCF shall undertake and conduct the defense of such a challenge, and Licensee and/or Licensee's Contractor shall

not enter into any discussions, negotiations, or settlements, or any other action pertaining to said challenge without the express written consent of OCF. OCF or Licensee may immediately terminate this Agreement in the event that a challenge to the Certification Mark(s) is brought against Licensee or a Licensee Contractor, and Licensee agrees to cooperate fully with OCF, at OCF's expense, in the event such a challenge is brought, even if this Agreement is terminated by either party as a result of such a challenge.

6. DISCLAIMER BY OCF

6.1 Certification Mark Disclaimer. THE CERTIFICATION MARK(S) IS(ARE) PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE OR NONINFRINGEMENT OR OF THE VALIDITY OF OCF'S RIGHTS IN THE CERTIFICATION MARK(S), IN ANY COUNTRY; AND OCF DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW.

6.2 Manufacturing Disclaimer. The Certification Mark(s) may only be used in connection with Certified Products. If a Certified Product displays the Certification Mark(s), it means that a representative sample of the Certified Product met the Final Specification(s), as set forth in the Test Plan Document. NOTWITHSTANDING THE FOREGOING, OCF MAKES NO REPRESENTATIONS OR WARRANTIES THAT (AND OCF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT) THE CERTIFIED PRODUCT MEETS THE FINAL SPECIFICATION(S) SET FORTH IN THE TEST PLAN DOCUMENT, OR THAT THE USE OF THE CERTIFIED PRODUCT WILL BE ERROR FREE, ACCURATE, RELIABLE, OR UNINTERRUPTED. OCF SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY DISTRIBUTOR, RETAILER, WHOLESALER, MARKETER, PROMOTER, OR END USER OF LICENSEE'S CERTIFIED PRODUCTS OR TO ANY OTHER PERSON OR ENTITY RELATING TO LICENSEE'S CERTIFIED PRODUCTS.

7. LICENSEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES, AND INDEMNIFICATION

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

7.1.1 that Licensee is a Member (as that term is defined in the OCF Bylaws) in good standing of OCF;

7.1.2 that Licensee's sample of the Certified Product that met the Final Specification(s) is substantially identical to the manufactured Certified Products that Licensee sells and/or distributes; and

7.1.3 that Licensee will use the Certification Mark(s) in accordance and conformance with this Agreement and the OCF Certification Mark Usage Guidelines.

7.2 Licensee's Indemnification of OCF. Licensee agrees to indemnify, defend, and hold harmless OCF and its officers, directors, employees, licensees, and agents for, from, and against any and all claims, demands, losses, costs, liabilities, expenses (including reasonable attorneys' fees and costs), and judgments incurred by OCF and/or any of its Members (other than Licensee, Licensee's Affiliates, and Licensee Contractors) through a claim or allegation that arises out of or relates to: (i) the inaccuracy or violation of any of Licensee's representations, warranties, undertakings, conditions, or covenants contained in this Agreement; (ii) Licensee's use or a Licensee Contractor's use of the Certification Mark(s); (iii) Licensee's marketing, advertising, promotion, endorsement, or sale of any products and/or

platform (including software), including without limitation the Certified Product(s); or (iv) Licensee's Certified Product(s); provided, however, that in no case shall Licensee be required to indemnify, defend, or hold harmless OCF or its officers, directors, employees, licensees, or agents regarding a claim pertaining to the validity or invalidity of or infringement by the Certification Mark(s), so long as Licensee's use and Licensee Contractor's(s') use of the Certification Mark(s) was and is in strict accordance with this Agreement and the OCF Certification Mark Usage Guidelines. OCF agrees to provide Licensee with prompt notice of any such claims and shall provide Licensee with reasonable assistance (at Licensee's expense) in the defense or settlement of such claims.

7.3 Limitation of Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, ENHANCED, OR PUNITIVE DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE FOREGOING LIMITATION OF DAMAGES IN THIS SECTION 7.3 SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE INDEMNIFICATION OBLIGATIONS ARISING OUT OF SECTION 7.2 OF THIS AGREEMENT.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement shall begin on the Effective Date and continue until terminated pursuant to the terms of this Agreement (the "Term").

8.2 Termination.

8.2.1 The parties agree that this Agreement shall immediately and automatically terminate upon the termination, expiration, or cancellation of Licensee's membership in OCF for any reason.

8.2.2 The parties agree that OCF 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 OCF 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 notice thereof to the other party.

8.2.4 The parties agree that OCF may terminate this Agreement immediately under Section 9.6 by providing notice thereof to Licensee.

8.2.5 The parties agree that Licensee may terminate this Agreement for any reason, upon thirty (30) days advance written notice by Licensee to OCF.

8.3 Effect of Termination.

8.3.1 Upon the effective date of termination of this Agreement (the "Termination Date"), all rights granted under this Agreement to Licensee shall immediately and automatically terminate, including without limitation, the license granted under Section 2 of this Agreement.

8.3.2 Upon the Termination Date, Licensee shall: (i) immediately terminate all current sub-licenses for use of the Certification Mark(s) granted under Section 2.2, and, upon request by OCF and

within a reasonable time period, not to exceed fifteen (15) days, Licensee shall provide to OCF written acknowledgments signed by all Licensee Contractors that they have ceased all use of the Certification Mark(s); (ii) immediately cease all use of the Certification Mark(s) (or any other mark, phrase, or logo that is confusingly similar to the Certification Mark(s) or any other trademark, service mark, or certification mark owned by OCF) in connection with the Certified Products and any and all Marketing Materials. Notwithstanding the foregoing, Licensee will be allowed to sell off any Certified Products that were manufactured and marked with the Certification Mark(s) prior to the date on which Licensee became aware of the termination of the Agreement; provided, however, that if Licensee is the terminating party, Licensee may not manufacture Certified Products and mark them with the Certification Mark(s) in anticipation of terminating the Agreement.

8.3.3 The termination of this Agreement by either party and for any reason shall in no way limit or effect OCF's right to pursue infringement, unfair competition, or other actions against Licensee to enforce OCF's rights in the Certification Mark(s), or otherwise.

8.3.4 Sections 1, 2.3, 4 (to the extent stated therein), 5, 6, 7.2, 7.3, 8.3, and 9 and the parties' rights and obligations therein shall survive the termination of this Agreement by either party and for any reason.

9. ADDITIONAL PROVISIONS

9.1 No Assignment. Licensee may not assign this Agreement without the prior written consent of OCF.

9.2 Choice of 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 Delaware, 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 but not limited to 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 Delaware, 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 personal and exclusive jurisdiction of and venue in, the state and federal courts located in Delaware.

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

9.4 Attorneys' Fees. The parties agree that the substantially prevailing party in any action for enforcement, interpretation, or breach of or default under any provision of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

9.5 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.

9.6 Severability. The provisions of this Agreement are independent of each other. If any provision of this Agreement 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. However, if OCF determines in its sole discretion that the court's determination causes this Agreement to fail in any of its essential purposes, it may immediately terminate the Agreement.

9.7 Modifications; No Waiver. 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, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

9.8 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.

9.9 No Endorsement. Licensee shall make no claims or indications, express or implied, that OCF endorses Licensee and/or its products or services, except that Licensee may use the Certification Mark(s) to indicate that its Certified Products meet the Final Specification(s), as authorized in this Agreement.

9.10 Notices. All notices, consents, requests, and demands made to the respective parties hereto must be in writing (including email) and will be considered given when delivered (or when delivery thereof is refused) via personal service; Certified or Registered Mail, Return Receipt Requested; or e-mail, provided the sender does not know or have reason to know that the recipient did not receive the email, addressed to the parties at the below addresses (or at such other addresses as a party may specify by notice to the other party).

If to OCF:

Open Connectivity Foundation
3855 SW 153rd Drive
Beaverton, OR 97003
E-mail: _____

w/copy to

Yvonne Tingleaf
Schwabe, Williamson & Wyatt, P.C.
1211 SW 5th Avenue, Suite 1900

If to Licensee:

w/copy to

Portland, Oregon 97204

9.11 Binding Effect. This Agreement will be binding upon and inure to the benefit of the undersigned and any respective Affiliates, successors, and/or permitted assigns.

9.12 Product of Negotiation. This Agreement has been submitted to the scrutiny of both parties and their respective counsel and shall be given a fair and reasonable interpretation without consideration or weight being given to its having been drafted by either party hereto or its counsel.

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

9.14 Entire Agreement. This Agreement and any Exhibits hereto constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all prior and contemporaneous agreements or representations respecting the subject matter of this Agreement, whether written or oral, express or implied.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives and intending to be legally bound, have executed this Agreement as of the Effective Date.

“OCF”

“LICENSEE”

Open Connectivity Foundation

By: _____
(Authorized Signatory)

By: _____
(Authorized Signatory)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Certification Mark(s)



EXHIBIT B

OCF Certification Mark Usage Guidelines