

OPEN NETWORKING FOUNDATION

MEMBER TRADEMARK TERMS AND CONDITIONS

These Member Trademark Terms and Conditions (“**Trademark Terms**”) are a legal agreement between the ONF Member (as defined herein) and its Affiliates (as defined herein) using one or more of the ONF Marks (as defined herein) (for purposes of these Trademark Terms, the ONF Member and its Affiliates shall be referred to collectively as the “**Licensee**,” even though the Affiliates are sometimes referred to separately), on the one hand, and the Open Networking Foundation (“**ONF**”), on the other hand. These Trademark Terms apply to all uses of the ONF Marks by Licensee and are effective as of the later of March 20, 2019 or the date Licensee began use of one or more of the ONF Marks (“**Effective Date**”). By using one or more of the ONF Marks, you agree that you are an ONF Member in good standing and that you will comply with and are bound by the terms and conditions of these Trademark Terms. If you are not an ONF Member in good standing or you do not agree to any of the terms or conditions in these Trademark Terms, you are not permitted to use the ONF Marks (unless you are otherwise expressly authorized in a signed written agreement with ONF to use one or more of the ONF Marks).

SECTION 1 DEFINITIONS

SECTION 1.1 “**Affiliate**” or “**Affiliates**” shall have the meaning set forth in the By-Laws (defined below).

SECTION 1.2 “**Branded Offering(s)**” means any products or services marketed and sold or otherwise offered or distributed by Licensee that have been officially certified by ONF for conformance to one or more of ONF’s specifications, protocols, or projects.

SECTION 1.3 “**By-Laws**” means the then-current by-laws adopted by ONF, which may be amended from time to time by ONF.

SECTION 1.4 “**Member**” shall have the meaning set forth in the By-Laws.

SECTION 1.5 “**ONF Certification Marks**” means the trademarks and logos adopted by ONF from time to time for use by ONF Members to indicate a product’s or service’s compliance with a particular ONF protocol, specification, or project, which trademarks and logos are set forth in and specifically described as certification marks in Section A of the Usage Guidelines (defined below).

SECTION 1.6 “**ONF Marks**” means the trademarks and logos adopted by ONF from time to time for use by ONF Members, including without limitation the ONF Member Marks, ONF Certification Marks, and other marks, as set forth in Section A of the Usage Guidelines. ONF may add licensed ONF Marks at any time by updating the Usage Guidelines, and ONF may include additional terms for use of such newly-added ONF Marks; in addition such newly-added ONF Marks shall be licensed and used under the terms and conditions of these Trademark Terms.

SECTION 1.7 “**ONF Member Marks**” means the trademarks and logos adopted by ONF from time to time to identify ONF Members, which trademarks and logos are set forth in and specifically described as Member marks in Section A.1 of the Usage Guidelines.

SECTION 1.8 “**Usage Guidelines**” means the Open Networking Foundation (ONF) Trademark Usage Guidelines for Licensed Members and Nonmembers, which may be updated from time to time by ONF in its sole discretion. The Usage Guidelines are hereby incorporated into and made a part of these Trademark Terms by this reference.

Other capitalized terms used in these Trademark Terms that are not defined in this Section 1 shall have the meanings given to such terms in these Trademark Terms.

SECTION 2 TRADEMARK LICENSING

SECTION 2.1 **ONF Certification Marks.** During the Term (defined below) and subject to Licensee’s compliance with these Trademark Terms and the Usage Guidelines, ONF grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable (except as set forth in Section 2.5 below), worldwide, revocable, and royalty-free license to use the ONF Certification Marks: (i) on or in connection with Licensee’s Branded Offerings for purposes of placing the applicable ONF Certification Mark on such Branded Offerings and/or on packaging and marketing materials related to the Branded Offerings; and (ii) on any portion of Licensee’s website directly related to such Branded Offerings. Licensee shall use the ONF Certification Marks solely to indicate that Licensee’s Branded Offerings have been certified by ONF as conformant to one or more of ONF’s specifications, protocols, or projects.

SECTION 2.2 **ONF Member Marks.** During the Term and subject to Licensee’s compliance with these Trademark Terms and the Usage Guidelines, ONF grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable, and royalty-free license to use the ONF Member Marks to indicate or publicize Licensee’s membership in ONF in any reasonable manner permitted by the Usage Guidelines, such as on Licensee’s website or in marketing collateral. If Licensee uses any of the ONF Member Marks on its website, Licensee shall cause the representation thereof to link to the ONF website at <https://www.opennetworking.org/>. For the avoidance of doubt: (i) the ONF Member Marks must not be used on Licensee’s business cards or letterhead; and (ii) Licensee must not use the ONF Member Marks in email signatures.

SECTION 2.3 **Other ONF Marks.** During the Term and subject to Licensee’s compliance with these Trademark Terms and the Usage Guidelines, ONF grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable, and royalty-free license to use the ONF Marks described in the Usage Guidelines (other than the ONF Certification Marks and ONF Member Marks licensed in Sections 2.1 and 2.2 above) solely in accordance with and for the purposes set forth in the Usage Guidelines. If Licensee uses any such ONF Marks on Licensee’s website, Licensee shall cause the representation thereof to link to the ONF website at <https://www.opennetworking.org/> or the relevant project site. For the avoidance of doubt: (i) the ONF Marks must not be used on Licensee’s business cards or letterhead; and (ii) Licensee must not use the ONF Marks in email signatures.

SECTION 2.4 **Use of the ONF Marks by Licensee’s Affiliates.** In the event Licensee’s Affiliates use one or more of the ONF Marks under these Trademark Terms, Licensee agrees to ensure its Affiliates’ compliance with these Trademark Terms and the Usage Guidelines. Licensee agrees that it shall be jointly and severally responsible and liable for any breach or other violation of these Trademark Terms by Licensee’s Affiliates.

SECTION 2.5 Sub-License Grant. Notwithstanding the non-sublicensable nature of the license granted to Licensee under Section 2.1 above, Licensee may allow third parties with whom Licensee has contracted to manufacture or assemble Branded Offerings under Licensee's trade name and/or to sell, distribute, promote, or market Licensee's Branded Offerings (collectively, "**Licensee Contractor(s)**") to use the ONF Certification Marks solely on Licensee's behalf, solely in connection with manufacturing, assembling, selling, distributing, promoting, and/or marketing Licensee's Branded Offerings for Licensee's benefit, and solely in accordance with the terms and conditions of these Trademark Terms and the Usage Guidelines. Licensee agrees to provide such Usage Guidelines to all Licensee Contractors who use the ONF Certification Mark(s) on Licensee's behalf. Licensee is responsible for all use of the ONF Certification Mark(s) on or in connection with Licensee's Branded Offerings, including without limitation if such use is the result of Licensee Contractors' use of the ONF Certification Mark(s) in connection with offering, manufacturing, and/or assembling Licensee's Branded Offerings.

SECTION 2.6 Certain Geographic or Use Limitations. In the event ONF determines, in its sole discretion, that use of the ONF Mark(s), in any particular manner, in any particular jurisdiction, or on any particular Branded Offering or packaging or marketing material is likely to violate any applicable laws or regulations; be contrary to public policy; jeopardize ONF's rights in the ONF Mark(s); or subject Licensee and/or ONF to any third-party claims, legal proceedings, governmental investigations or proceedings, penalties, or liabilities, then upon receipt of notice and request from ONF to Licensee, Licensee agrees to, with reasonable promptness, cease and desist from all use of the ONF Mark(s) in such particular manner, in such particular jurisdiction, and/or on such particular Branded Offerings, packaging, or marketing material, but only to the extent that ONF requires that all other Members using the ONF Mark(s) in the same manner, in the same jurisdiction, and/or on the same or similar Branded Offerings, packaging, or marketing material, also cease and desist such use. Notwithstanding the foregoing, ONF agrees that Licensee will be permitted to sell and distribute any Branded Offerings that were manufactured and marked with the ONF Mark(s) prior to the date on which ONF notified Licensee to cease and desist from such use of the ONF Mark(s) for a period of sixty (60) days after receiving such notice.

SECTION 2.7 ONF Control. ONF shall have absolute determination and control, in its sole discretion, over the design, redesign, modifications, derivatives, authorized or unauthorized uses, and manner and extent of worldwide registration, maintenance, protection, enforcement, ownership, and licensing of the ONF Mark(s).

Except as expressly set forth in this Section 2, no other right, title, or license to any of ONF's trademarks, certification marks, technology, or proprietary rights is granted hereunder.

SECTION 3 COMPLIANCE WITH ONF REQUIREMENTS

SECTION 3.1 Compliance with ONF Requirements. Each Branded Offering released by Licensee must be compliant with the applicable protocol, specification, or project, as determined in ONF's sole and absolute discretion, for the ONF Certification Mark used. Branded Offerings shall be tested against the applicable protocol, specification, or project, or such other requirements promulgated by ONF from time to time for the particular ONF Certification Mark, to demonstrate compliance with the applicable protocol, specification, or project. More information regarding the testing of Branded Offerings may be obtained at

ONF's website, <https://www.opennetworking.org/>, or by contacting ONF administration at: info@opennetworking.org. Licensee shall strictly comply with all ONF procedures for verifying such compliance, including without limitation, verifying such compliance in writing to ONF prior to Licensee's release of a Branded Offering. Licensee shall further keep a record of the basis for determination of its compliance and make that record available to the ONF upon request.

SECTION 3.2 Review and Inspection.

ONF shall further have the right to review and inspect Licensee's Branded Offerings (and all associated packaging materials and marketing and advertising materials) and other materials bearing any ONF Mark. Licensee shall provide to ONF, at ONF's request, commercially available samples of such Branded Offerings and all associated packaging materials and marketing and advertising materials and any and all other materials bearing any ONF Mark, at any time, including prior to Licensee's release of its Branded Offerings bearing one or more ONF Certification Mark(s) and at any time during the course of Licensee's use of such ONF Certification Mark(s), and/or prior to Licensee's use of any other ONF Mark and at any time during the course of Licensee's use of such ONF Mark.

If, as a result of ONF's review and inspection under this Section 3.2, ONF reasonably determines that Licensee (or Affiliates or Licensee Contractors) is not using one or more ONF Mark(s) in compliance with these Trademark Terms, Licensee agrees that, if required by ONF, Licensee will make (or, as applicable, require its Affiliates and/or Licensee Contractors to make) appropriate changes to the Branded Offerings and/or other materials, as required by ONF. Licensee agrees to make such changes within thirty (30) calendar days after ONF requests such changes, or sooner if reasonably possible; provided, however, that the parties may agree to a longer period for Licensee's compliance with any required changes regarding its use of the ONF Marks if the circumstances reasonably require such longer period. ONF shall pay all costs and expenses associated with any review and inspection of Licensee's Branded Offerings and/or other materials; provided, however, that if such review and inspection reveals that Licensee substantially misused one or more of the ONF Marks in contravention to these Trademark Terms or reveals that the Branded Offerings are not conformant to the applicable ONF specification, protocol, or project, Licensee shall reimburse ONF for its reasonable costs and expenses associated with the review and inspection.

SECTION 4 PROPER USAGE

SECTION 4.1 Usage Guidelines. Licensee must strictly adhere to the Usage Guidelines. Such Usage Guidelines may be updated from time to time by ONF in its sole discretion. ONF will notify Licensee of any updates to the Usage Guidelines, and Licensee shall comply with the updated Usage Guidelines within sixty (60) calendar days of receiving notice of such updates. In addition, Licensee agrees that, during the sixty- (60-) day period, Licensee will use its best efforts to follow any updated Usage Guidelines upon their adoption and issuance by ONF, and will minimize the use of the earlier version of the ONF Mark(s) to the extent commercially reasonable.

SECTION 4.2 Licensee's Brand and Third-Party Brands. Unless otherwise authorized by ONF in writing, Licensee agrees that Licensee will only use the ONF Certification Mark(s) on and in connection with Branded Offerings that also display Licensee's own source-indicating

trademark(s) (or source-indicating trademark(s) owned by a third party but for which Licensee has an exclusive use license) on such Branded Offerings; provided, however, that ONF agrees the Branded Offerings may also bear third-party certification marks. In the event Licensee desires to place a third-party source-indicating trademark on Branded Offerings manufactured by Licensee, which Branded Offerings will be offered, marketed, sold, and/or distributed by such third party, Licensee agrees it will first receive written confirmation from ONF that such third party has entered into a license agreement with ONF for such third party's use of the ONF Certification Marks.

SECTION 4.3 Positive Usage. Licensee shall display the ONF Marks only in a positive manner. Licensee will not use the ONF Marks in any way that disparages ONF, or its specifications, protocols, projects, certification programs, or services, or in any manner that would diminish or otherwise damage ONF's goodwill, including, but not limited to, uses that could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.

SECTION 4.4 No Alteration or Modification. Licensee may not alter or modify the ONF Marks, or allow others to do so, except that Licensee may proportionally resize such marks in accordance with the Usage Guidelines. The license rights granted herein are applicable only to the versions of the ONF Marks provided by ONF in electronic form; use of any artwork or graphic files from any other source is prohibited.

SECTION 5 OWNERSHIP OF ONF MARKS

Licensee acknowledges ONF's exclusive rights to the ONF Marks and all goodwill associated therewith, and further acknowledges that any and all use by Licensee (or its Affiliates or Licensee Contractors) of the ONF Marks inures to the sole benefit of ONF. Licensee shall not challenge ONF's exclusive ownership rights in and to the ONF Marks, nor take action inconsistent with ONF's rights in the ONF Marks. Licensee shall not adopt, use, apply to register and/or register as its own trademark(s) any word(s), logo(s), or design(s) confusingly similar to or that dilute(s) the ONF Marks for any product and/or service. If at any time Licensee acquires any rights in, or registrations or applications for, the ONF Marks, whether by operation of law or otherwise, it will immediately upon request by ONF and at no charge to ONF, assign such rights, registrations, and applications to ONF, along with any and all associated goodwill.

SECTION 6 TERM AND TERMINATION OF TRADEMARK LICENSE

SECTION 6.1 Term. These Trademark Terms shall extend from the Effective Date until terminated pursuant to these Trademark Terms (the "**Term**").

SECTION 6.2 Termination. The parties agree that these Trademark Terms may be terminated as follows:

(i) Should Licensee violate these Trademark Terms, including the terms of the Usage Guidelines, Licensee shall have thirty (30) calendar days to correct such violation following written notice from ONF (the "**Cure Period**"). Should Licensee fail to correct such violation within the Cure Period, then these Trademark Terms will immediately terminate upon written notice from ONF to Licensee.

(ii) These Trademark Terms shall immediately and automatically terminate (without a requirement of giving notice) upon the termination, expiration or cancellation of Licensee's membership in ONF.

(iii) These Trademark Terms may be terminated upon thirty (30) days' advance written notice by Licensee for any reason.

(iv) These Trademark Terms may be terminated upon written notice by either party to the other in accordance with Section 9.2 below.

SECTION 6.3 Effect of Termination. Upon termination of these Trademark Terms (the "**Termination Date**"), for any reason and by either party, all rights granted hereunder shall immediately and automatically terminate. Upon the Termination Date, Licensee (and its Affiliates and Licensee Contractors) shall immediately cease all use of the ONF Marks; provided, however, that Licensee will have sixty (60) calendar days from the Termination Date to sell any Branded Offerings that were manufactured prior to the Termination Date. During such sixty-day (60-) day period, Licensee's use of the ONF Mark(s) shall be subject to these Trademark Terms and the Usage Guidelines. All provisions of these Trademark Terms that are reasonably expected to survive termination of these Trademark Terms (including without limitation all provisions relating to intellectual property ownership, disclaimers and limitations of liability, and indemnification) shall so survive such termination in perpetuity.

SECTION 7 DISCLAIMERS; LIMITATION OF LIABILITY

SECTION 7.1 Disclaimers. THE ONF MARKS ARE PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NONINFRINGEMENT OR OF THE TITLE OR VALIDITY OF ONF'S RIGHTS IN THE ONF MARKS, IN ANY COUNTRY; AND ONF EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES AND ALL OTHER WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW. FURTHERMORE, ONF MAKES NO REPRESENTATIONS OR WARRANTIES THAT (AND ONF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT) ANY BRANDED OFFERING IS COMPLIANT WITH OR MEETS THE REQUIREMENTS OF THE APPLICABLE ONF PROTOCOL, SPECIFICATION, OR PROJECT, OR THAT THE USE OF ANY BRANDED OFFERING WILL BE FIT FOR ITS INTENDED PURPOSE OR WILL BE ERROR FREE, SAFE, ACCURATE, RELIABLE, OR UNINTERRUPTED.

SECTION 7.2 Limitation of Liability. ONF ITSELF, ITS MEMBERS AND THEIR RESPECTIVE AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS), INCURRED BY ANY PARTY ARISING OUT OF OR RELATED TO THESE TRADEMARK TERMS, THE USE OR EXPLOITATION OR ANY ATTEMPTED USE OR EXPLOITATION OF THE ONF MARKS LICENSED HEREUNDER, OR THE BRANDED OFFERINGS, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY DAMAGES OR OTHER LIABILITY

RESULTING FROM ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, PRODUCT LIABILITY CLAIMS, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE), AND EVEN IF ONF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FOR THE AVOIDANCE OF DOUBT, ONF SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO LICENSEE, ANY LICENSEE AFFILIATE, LICENSEE CONTRACTOR, OR ANY DISTRIBUTOR, RETAILER, WHOLESALER, MARKETER, PROMOTER, CONSUMER, END USER, OR OTHER USER OR DISTRIBUTOR OF THE BRANDED OFFERINGS.

SECTION 8 REPRESENTATIONS AND WARRANTIES; INDEMNITY

SECTION 8.1 Representations and Warranties. In addition to Licensee's covenants, representations, and warranties set forth elsewhere in these Trademark Terms, Licensee covenants, represents, and warrants to ONF that: (i) Licensee shall comply with all applicable laws and regulations in its advertising, promotion, display, and use of the ONF Marks; (ii) Licensee's use of the ONF Marks is and shall remain in strict compliance with these Trademark Terms and the Usage Guidelines; and (iii) Licensee's Branded Offerings that Licensee sells or otherwise distributes are in compliance with the protocol, specification, or project for the applicable ONF Certification Mark.

SECTION 8.2 Indemnity. Licensee agrees to indemnify, defend, and hold harmless ONF and its officers, directors, employees, and agents for, from, and against all losses, costs, damages, judgments, awards, liabilities, and expenses (including without limitation reasonable attorneys' fees and costs) incurred by ONF that arise out of or relate to any demand, claim, or allegation: (i) regarding the inaccuracy or violation of any of Licensee's representations, warranties or covenants contained in Section 8.1 above or elsewhere in these Trademark Terms; (ii) concerning Licensee's use of any of the ONF Marks not in accordance with these Trademark Terms and the Usage Guidelines (including without limitation any use of the ONF Marks by one or more Licensee Contractors or Affiliates); (iii) concerning Licensee's marketing, advertising, promotion, endorsement, sale, or other distribution of any products and/or platform (including software); or (iv) arising out of Licensee's Branded Offerings; provided, however, that, so long as Licensee uses the ONF Marks in accordance with these Trademark Terms and the Usage Guidelines, in no event shall Licensee be required to indemnify ONF in connection with any third-party claim alleging the invalidity of the ONF Marks or any third-party claim that the ONF Marks, when used in accordance with these Trademark Terms and the Usage Guidelines, infringe the rights of a third party.

SECTION 9 PROTECTION OF INTEREST

SECTION 9.1 Notification of Unauthorized Use. In the event Licensee: (i) becomes aware of any unauthorized use of the ONF Marks by a third party; or (ii) has an objectively reasonable belief that the use of the ONF Marks by a third party is noncomplying with the requirements for use thereof, Licensee shall promptly notify ONF in writing, and shall provide reasonable cooperation, at ONF's expense, in any enforcement of ONF's rights against such third party. The right to enforce ONF's rights in the ONF Marks rests entirely with ONF and shall be exercised in ONF's sole discretion. Licensee shall not commence any action or claim to enforce ONF's rights in the ONF Marks.

SECTION 9.2 Third Party Challenge. In the event that a third party challenges any use by Licensee of any ONF Marks which Licensee is authorized to use hereunder, Licensee shall immediately notify ONF in writing. Unless the parties otherwise agree in a signed writing, ONF shall undertake and conduct the defense of such a challenge, and Licensee shall not enter into any discussions, negotiations, or settlements, or take any other action pertaining to said challenge without the express written consent of ONF. ONF or Licensee may immediately terminate these Trademark Terms in the event that a challenge to use of the ONF Marks is brought against Licensee or ONF. Licensee agrees to cooperate fully with ONF, at ONF's expense, in the event such a challenge is brought.

SECTION 10 MISCELLANEOUS

SECTION 10.1 No Assignment. Licensee may not assign these Trademark Terms to any third party, without the prior written consent of ONF, which consent shall not be unreasonably withheld.

SECTION 10.2 Relationship. No agency, partnership, joint venture, franchise, or employment is created between the parties as a result of these Trademark Terms. Neither party is authorized to create any obligation, express or implied, on behalf of the other party.

SECTION 10.3 No Endorsement. Licensee shall make no claims or indications that ONF endorses Licensee or its products or services, except that Licensee may use the ONF Certification Mark(s) to indicate that its Branded Offerings are compliant with the applicable ONF protocol, specification, or project, pursuant to the terms of these Trademark Terms and the Usage Guidelines.

SECTION 10.4 Waiver. No failure to exercise, nor any delay in exercising or invoking, any right or remedy under these Trademark Terms by ONF shall operate as a waiver thereof, nor shall any single or partial exercise or invoking of any right or remedy prevent any further exercise thereof or the exercise or invoking of any other right or remedy.

SECTION 10.5 Severability. If any term or condition of these Trademark Terms is or becomes invalid or unenforceable, the validity or enforceability of any other term or condition of these Trademark Terms shall not be affected, and such invalid or unenforceable term or condition shall be enforced to the maximum extent permitted by law and completed by a valid interpretation of such term or condition, which to the extent possible, achieves the original purpose of the invalid or unenforceable term or condition.

SECTION 10.6 Binding Effect. Subject to the restriction on Licensee's assignment of these Trademark Terms set forth in Section 10.1 above, these Trademark Terms will be binding

upon and inure to the benefit of Licensee, any and all Affiliates of Licensee, and any successors and/or assigns of either party.

SECTION 10.7 No Third Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

SECTION 10.8 Attorneys' Fees. If any litigation is instituted to interpret, enforce, or rescind these Trademark Terms, the substantially prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the substantially prevailing party's reasonable attorneys' fees and other fees, costs, and expenses of every kind, including without limitation the costs and disbursements incurred in connection with the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the court.

SECTION 10.9 Equitable Relief; Cumulative Remedies. Licensee recognizes and acknowledges that the breach of any of its covenants, agreements, undertakings, terms or conditions hereunder will cause ONF irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute a violation of ONF'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 (or its Affiliates or Licensee Contractors) that could cause some loss or dilution of ONF's goodwill, reputation, or rights in the ONF Marks, ONF shall be entitled to an immediate injunction and/or other injunctive relief (without the posting of any bond or other security and without proving damages) in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution. The rights and remedies under these Trademark Terms are cumulative and may be exercised singularly or concurrently.

SECTION 10.10 Governing Law; Jurisdiction. These Trademark Terms shall be governed by and construed in accordance with the laws of the State of California, USA without reference to any conflict-of-law provision that could result in the application of any other jurisdiction's laws. Any dispute arising out of or related to these Trademark Terms will be subject to, and the parties hereby consent to, the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California.

SECTION 10.11 Notices. All notices, consents, requests, and demands given under these Trademark Terms 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 email, provided that the sender does not know or have reason to know that the recipient did not receive the email, addressed to ONF at the address below and to Licensee at the address ONF has on file for Licensee (including the email address of Licensee's Member representative), or at such other addresses as a party may specify by notice to the other party.

If to ONF:

Open Networking Foundation
1000 El Camino Real, Suite 100
Menlo Park, CA 94025
Email: info@opennetworking.org

SECTION 10.12 Entire Agreement; Amendment. These Trademark Terms, together with the Membership Agreement between Licensee and ONF and the Usage Guidelines, constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all proposals, oral or written, all negotiations, conversations, and/or discussions between the parties relating hereto. These Trademark Terms cannot be amended or modified except in a writing signed by both parties.