



THE BROADBAND FORUM, INC. TRADEMARK USAGE GUIDELINES (AS OF JANUARY 2012)

The Broadband Forum (“the Forum”) is the leading industry organization developing standards for managing broadband services and associated devices. The Forum develops multi-service broadband packet networking specifications addressing interoperability, architecture, and management. These trademark guidelines have been created by the Forum to ensure consistency in the manner in which the mark BROADBAND FORUM CERTIFIED & DESIGN Mark (“the Licensed Certification Mark”), attached as Schedule A, is used and displayed. These guidelines are intended for all licensed users of the Licensed Certification Mark in any media, including but not limited to printed materials, product packaging, hardware, software, devices, the Internet, and all forms of advertising. Use of the Licensed Certification Mark is subject to the terms and conditions of the Agreement, a copy of the current version of which is attached as Schedule B, and these guidelines, which may be amended by the Forum from time to time at the Forum’s sole discretion.

These guidelines provide standards to be followed when using the “Licensed Certification Mark” under the terms of the Trademark License Agreement (the “Agreement”) between The Broadband Forum, Inc. (“the Forum”) and the applicable licensee (“User”).

GENERAL PROVISIONS

The Licensed Certification Mark indicates that a product has been certified and complies with the Forum’s Specifications in a given implementation package as set forth in the Broadband Forum Certification Testing Program. The Licensed Certification Mark may only be used by member companies in good standing that have submitted a product to the Broadband Forum Certification Testing Program, have successfully completed the Broadband Forum Certification Testing Program, and are compliant with the Specification names and revision numbers identified in a given implementation package, which may be comprised of multiple Specifications (the “Certification Release”).

Subject to the terms of the Agreement, use of the Licensed Certification Mark is permitted only for so long as the product continues to comply with the Certification Release under which certification was granted.

USAGE GUIDELINES

1. The approved format for presentation of the Licensed Certification Mark will be provided in an image file **[VIA EMAIL OR DOWNLOAD]** once the User has executed the Trademark License Agreement.

2. Do not refer to any product as being Broadband Forum-certified, Broadband Forum-conformant, or Broadband Forum-compliant, or use those terms in connection with any advertising or on product packaging unless and until (i) your product has completed the Broadband Forum Certification Program, verifying your product’s successful implementation of the then-current Broadband Forum G-PON Specifications, and (ii) you have executed a trademark license for the Licensed Certification Mark. Upon successful certification, Users may advertise compliance using language such as “This product has been certified by The Broadband Forum as of **[DATE]**.”



3. The Licensed Certification Mark must always be shown in the same colors as they are made available by the Forum. Never alter the Licensed Certification Mark or the arrangement of type within the Licensed Certification Mark or tilt or rotate the Licensed Certification Mark on its axis.
4. To ensure legibility and visual presence, the Licensed Certification Mark should never appear on anything but a solid color background.
5. Always maintain minimum clear space around the Licensed Certification Mark equal to 1/4 the height of the Mark, applied in all directions around it. No other text or graphic elements may appear inside this clear space area.
6. The Forum is the exclusive owner of the Licensed Certification Mark. The Forum is solely entitled to claim ownership of and register the Licensed Certification Mark.
7. When referencing or using the Licensed Certification Mark on any website, promotional materials, marketing and advertising materials, or other documentation, proper ownership of the mark must be attributed to the Forum. An ownership attribution legend should appear on the same page, if practicable, or on the face of any materials where the Licensed Certification Mark appears, in the following format: “The Broadband Forum Certified & Design mark is owned by The Broadband Forum, Inc. and used under license.”
8. When use of the Licensed Certification Mark is on a website, the ownership reference must include a link to the Forum’s website at www.broadband-forum.org.
9. No person or entity should register or use a trademark, service mark, certification mark, company name, trade name or domain name that incorporates the Licensed Certification Mark or the marks “Broadband Forum” or “Broadband Forum Certified”.
10. Users should not create alternative word marks or logos to indicate or imply compliance with the Forum’s standards or requirements or receipt of the Forum’s approval, qualification or accreditation, even if the User’s product has successfully completed the Broadband Forum Certification Program. Only the applicable Licensed Certification Mark provided by the Forum should be used for this purpose, and then, only in accordance with the Agreement.
11. All User products must be marketed under the User’s own non-Forum product names and brands (collectively or individually, the “User’s Marks”).
12. The Licensed Certification Mark may not be incorporated into or combined with any other trademarks, service marks, certification marks, company names, trade names or domain names. The Licensed Certification Mark may be displayed in combination with the User’s Marks or other proprietary marks and logos, provided that the other marks are larger and more visually prominent than the Licensed Certification Mark. Do not integrate the Licensed Certification Mark in any User-specific or other proprietary mark or logo in a manner that creates the overall impression of single, unitary mark.
13. No User shall display the Licensed Certification Mark in connection with other mark(s) that in any way creates a likelihood of confusion between the Forum’s Specifications and the User’s own products, conveys a false endorsement by the Forum of the User or the User’s products, creates a



false affiliation or association with the Forum or, at the sole determination of the Forum, is otherwise misleading as to the User's relationship to the Forum or the certification status of the User's products.

14. Newspapers, magazines, television and other news organizations (the press) that reference the Broadband Forum Certification Program and the Licensed Certification Mark in news reports shall do so only in accordance with these guidelines. Media inquiries should be directed to certification_questions@broadband-forum.org.

PROCESS FOR REPORTING POTENTIAL VIOLATIONS

Potential infringements and misuses of the Licensed Mark include, but are not limited to: products that claim Forum certification prior to completing the applicable Broadband Forum Certification Testing Program; the use of the Licensed Certification Mark in a company, trade, domain name, product or service name or logo; non-attribution of ownership of the Licensed Certification Mark to the Forum; or incorrect display of the Licensed Certification Mark. All potential infringements and misuses of the Licensed Certification Mark, including without limitation, the above uses, should be reported to the Forum to ensure the integrity of the Certification Program for all. Please direct all communications regarding misuse of the Licensed Certification Mark to certification_questions@broadband-forum.org.



**SCHEDULE A
THE LICENSED CERTIFICATION MARK**





SCHEDULE B

THE BROADBAND FORUM, INC. TRADEMARK LICENSE AGREEMENT FOR PRODUCTS THAT COMPLY TO THE BROADBAND FORUM BBF.247 G-PON CERTIFICATIONS

THIS AGREEMENT (“Agreement”), effective on this ___ day of _____, 20 __, is by and between The Broadband Forum, Inc., with principal offices at 5177 Brandin Court, Fremont, CA 94538 (“the Forum”), and [Organization Name], with principal offices at [Principal Office Address] and mailing address at [Mailing Address] (“Licensee”). This Agreement is a legal agreement between you and The Broadband Forum, Inc., which operates the Certification Program that you will be permitted to participate in if you are eligible to do so, and accept the terms of this Agreement. As used in this Agreement, the words “you” and “Licensee” each refer to the company that is acquiring rights and assuming obligations under this Agreement.

Background

Products complying with the Broadband Forum G-PON Certifications that have successfully completed the Broadband Forum Certification Testing Program and are compliant with the specification names and revision numbers identified in a given implementation package, which may be comprised of multiple specifications (the “Certification Release”), shall be listed on an approved product registry on the Forum’s web site with the prior agreement of Licensee at the conclusion of ‘Certification’ testing. Licensee now desires to license from the Forum the trademark “BROADBAND FORUM CERTIFIED & DESIGN” (“the Licensed Mark” or the “Broadband Certification Mark”), attached hereto as “Schedule A,” for use in connection with the Products, and the Forum desires to grant such license.

In consideration of the mutual representations, covenants, and other terms and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License. The Forum hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable, royalty-free, fully paid-up, revocable license to use the Licensed Mark on or in connection with each Product, for so long as the Product remains compliant with the Certification Release, and subject to the provisions in Sections 2, 3 and 4 of this Agreement. Licensee further agrees that it shall require its subsidiaries, distributors, resellers, and partners to comply with the terms of this Agreement.
2. Quality Standards and Maintenance. Each Product must at all times comply with the Certification Release for which certification was sought. If the Product fails to comply with the Certification Release in effect at the time of certification, use of the Licensed Mark on or in connection with the Product shall constitute a breach of this Agreement. From time to time, upon request, you shall submit to Forum, or its duly authorized representative, a reasonable, limited number of samples of each



commercially available Product, as well as reasonable evidence that the Product continues to comply with the Certification Release.

3. Form of Use and Trademark Attribution. You agree to use the Licensed Mark only in the form and manner and with appropriate legends as prescribed from time to time by Forum.

The following statement must accompany all uses of the Broadband Forum Certification Mark on marketing collateral or product packaging larger than the approximate dimensions of 6” x 6” (15cm x 15cm):

“The Broadband Forum Certification Mark is a trademark of Broadband Forum, Inc.”

The Trademark Usage Guidelines, which are available at the Forum’s website at http://www.broadband-forum.org/technical/BBF_GPON_Trademark_Guide.pdf provide specific detail on required usage of the Licensed Mark.

4. Membership in the Broadband Forum. You agree to maintain your membership in good standing in the Broadband Forum. Your failure to maintain your status as a member in good standing shall constitute a material breach of this Agreement.

5. Indemnity. Except for claims of trademark infringement, the Forum assumes no liability to you or to any third party with respect to the Product sold by you under the Broadband Forum Certification Mark, and you will indemnify the Forum against losses incurred through claims of third persons against the Forum involving the manufacture, sale or use of such Product.

6. Limitations on Liability. THE FORUM MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE LICENSED MARK, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL THE FORUM BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR TO LICENSEE’S USE OF THE LICENSED MARK, EVEN IF THE FORUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE WAIVES ANY AND ALL CLAIMS THAT IT MAY HAVE AGAINST THE FORUM AND ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENT SUBSIDIARY OR AFFILIATE, ARISING OUT OF THIS AGREEMENT OR TO LICENSEE’ USE OF THE LICENSED MARK.

7. Termination of Agreement.

A. Term. This Agreement shall remain in effect until terminated by either party in accordance with this Agreement.

B. Termination for Cause. This Agreement shall be subject to termination by written notice upon: the default by Licensee in the performance of any of the material terms, conditions, or covenants of this Agreement, and failure to remedy such default within thirty (30) days after written notice or demand.



C. Termination for Insolvency, Bankruptcy, Cessation of Operations. Either party may terminate this Agreement upon written notice to the other party if the other party (a) applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets, or such a receiver, trustee or liquidator is appointed for the other party; (b) has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days thereof; (c) files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (d) ceases to operate in the ordinary course for a period of thirty (30) days or more (in the case the Forum, it will be deemed to have ceased operating in the ordinary course if it is no longer actively pursuing the development and promotion of multi-service broadband packet networking specifications addressing interoperability, architecture and management). In no event shall the Forum's merger with or assignment of rights and obligations to a successor entity that carries on with the Purpose constitute a material breach or cessation of operations under the terms of this Agreement. Termination of this Agreement in any manner shall not discharge the liability of Licensee for any fees accrued or unpaid at the time of such termination. No refunds of fees will be issued for any reason.

D. Effect of Termination.

1. Upon termination of this Agreement for cause, including your failure to maintain your membership in good standing, your Product(s) shall be removed immediately from the approved product registry on the Forum's web site, and you shall immediately discontinue all use of the Licensed Mark and any advertising, marketing collateral, product packaging or anything else that might make it appear that you are still handling, selling or promoting products or services bearing the Licensed Mark. While you are expressly prohibited from using the Licensed Mark in any manner upon termination of this Agreement for cause, provided that the Product continues to comply with the Certification Release for which certification was sought, you may state in your marketing collateral and on your product packaging that the Product is in compliance with the BBF .247 Specification, consistent with the Certification Program testing report. For the avoidance of doubt, you are expressly prohibited from stating that the Product is "Broadband Forum Certified" in any marketing collateral or product packaging.
2. In the event that this Agreement is Terminated for Insolvency, Bankruptcy, Cessation of Operations or in the event that the Forum withdraws any specification used to implement any Product(s) of yours, you shall immediately discontinue all use of the Licensed Mark in connection with such Product(s) and any advertising, marketing collateral or anything else that might make it appear that you are still handling, selling or promoting such Product(s) under the Licensed Mark; provided however, that if (i) you possess any inventory of such Product(s) as of the effective date of such withdrawal and (ii) such Product(s) in inventory contain the Licensed Mark and conform to the Certification Release and Trademark Guidelines, you may sell off such Product(s) in inventory for a period of six (6) months after such effective withdrawal date; provided further that after such six (6) month sell-off period, you shall no longer use, either directly or indirectly, the Licensed Mark or any other name, title, expression or mark so



nearly resembling the Licensed Mark as to be likely to lead to confusion or uncertainty or to deceive the public, in connection with such Product(s).

Without intending to exclude other provisions of this Agreement that by their nature survive terminations hereof, notwithstanding anything to the contrary in this Agreement, Sections 5, 6, 7, 8, and 11 shall survive any termination of this Agreement.

8. Reservation of Rights in Marks. The Forum reserves the sole and exclusive ownership of the Licensed Mark covered by this Agreement. You shall not have any right, title or interest in the Licensed Mark except as described herein, and the use of the Licensed Mark by you shall inure to the benefit of and be on behalf of the Forum. Nothing contained in this Agreement shall be construed to grant or assign to you any right, title or interest in the Licensed Mark, except such limited right to use the Licensed Mark in accordance with this Agreement. You shall not at any time apply for any registration of any copyright, trademark, domain name, trade name, d/b/a or other designation that may affect the ownership rights of the Forum in the Licensed Mark. You agree, during the term of this Agreement and thereafter, never to contest the Forum's rights in the Licensed Mark or the validity of the license herein granted to it. You shall not engage, participate or otherwise become involved in any other activity or course of action that diminishes or tarnishes the image or reputation of the Licensed Mark or otherwise derogates or challenges the Forum's rights in the Licensed Mark. You shall assist the Forum, at the Forum's request and expense, in the procurement and maintenance of the Forum's rights in the Licensed Mark. In connection therewith, you shall, upon Forum's request, execute and deliver to the Forum, in such form as it may reasonably request, all instruments necessary to (i) effectuate trademark protection, (ii) record Licensee as a registered user of the Licensed Mark pursuant to this Agreement, or (iii) cancel such registration upon termination of the license. Such registration shall be handled by attorneys selected or approved by the Forum.

9. Infringement Proceedings. The Forum shall have the sole authority and responsibility to prosecute any infringement of the Licensed Mark, at its sole option. You shall notify the Forum promptly of any actual or threatened infringements, imitations or unauthorized uses of the Licensed Mark of which you becomes aware, and you shall cooperate with the Forum, at the Forum's expense for any reasonable out-of-pocket expenses incurred by you, in any efforts by the Forum to protect and enforce its rights in the Licensed Mark or to prosecute third party infringers of the Licensed Mark. The Forum shall control all actions against third parties relating to the Licensed Mark. With respect to any such actions, the Forum shall employ counsel of its own choice to direct the handling of the litigation and any settlement thereof. The Forum shall be entitled to receive and retain all amounts awarded, if any, as damages, profits or otherwise in connection with such suits. The Forum shall incur no liability to you by reason of its failure or refusal to prosecute, or by the Forum's refusal to permit you to prosecute, any alleged infringement by third parties, nor by reason of any settlement to which the Forum may agree.

10. Relationship of the Parties. This Agreement shall not be construed to make either party the agent, partner or legal representative of the other, and neither party may assume or create any obligations for, on behalf of, or in the name of the other party, or commit any act, make any representation, or advertise in any manner that may adversely affect any rights of the other party or be detrimental to its name or reputation.

11. Miscellaneous. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be



notified at its address designated in this Agreement or at such other address as may be furnished in writing to the notifying party. Licensee shall not assign this Agreement or its rights hereunder, without the Forum's prior written consent. This Agreement contains the entire agreement of the parties with respect to its subject matter. Any amendment to this Agreement shall be made in writing and shall be signed by both parties. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws and choice of laws rules.

IN WITNESS WHEREOF, the parties have caused this letter agreement to be executed under seal by their duly authorized representatives.

The Broadband Forum, Inc.

[LICENSEE]

Name:
Title:
Dated:

Name:
Title:
Dated: