

SDN TRADEMARK LICENSE AGREEMENT

This SDN TRADEMARK LICENSE AGREEMENT (“Agreement”) is effective as of the date of the parties’ last signature below (the “**Effective Date**”) and is by and between Open Networking Foundation, an Oregon mutual-benefit non-profit corporation (“**ONF**”), and _____, an individual (“**Licensee**”).

RECITALS

WHEREAS, ONF has developed the ONF-Certified SDN Associate certification program (the “**Certification Program**”), which includes an ONF-Certified SDN Associate exam and ONF-Certified SDN Engineer exam, to certify individual product marketers, technical sales and support professionals, and entry-level engineers in the Software-Defined Networking (“**SDN**”) ecosystem; and

WHEREAS, Licensee has completed and passed the ONF-Certified SDN Associate exam and/or ONF-Certified SDN Engineer exam (the “**Certification Exam(s)**”) and met the other requirements of the Certification Program, and Licensee desires to use the ONF certification logo(s) and word mark(s) set forth in Exhibit A attached hereto (the “**Mark(s)**”), for the purpose of indicating that Licensee has passed one or both Certification Exams; and ONF desires to grant Licensee a license to use such Mark(s) on the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. License Grant. During the Term (defined below), and subject to and conditioned upon Licensee’s compliance with the terms and conditions in this Agreement, ONF hereby grants to Licensee a limited, worldwide, nonexclusive, nontransferable, nonsublicensable, nonassignable, revocable, and royalty-free license to use one or more of the Marks to indicate that Licensee has been certified as an ONF-Certified SDN Associate and/or ONF-Certified SDN Engineer, as the case may be. If Licensee uses one or more of the Marks on Licensee’s website, Licensee shall cause the representation thereof to link to the ONF website at <https://www.opennetworking.org/>. Once Licensee and ONF have signed this Agreement, ONF will provide the artwork comprising the applicable Mark(s) to Licensee for use in accordance with this Agreement. No other right, title, or license is granted; and all rights not expressly granted herein are reserved by ONF.

2. Prohibited Uses. Licensee may not use the Marks in any manner other than as expressly provided in this Agreement. Without limiting the foregoing, Licensee is expressly prohibited from (i) using the Marks on any product, product packaging, or product promotional or marketing materials; (ii) using the terms “conformant,” “certified,” “approved,” “compliant,” or similar terms next to or in connection with the Marks; (iii) otherwise indicating one or more of Licensee’s products is or are compliant with any ONF specifications, projects, or protocols; (iv) otherwise indicating that ONF approves or endorses any of Licensee’s products or services; (v) using the Marks in any confusing proximity to the name, brand, or likeness of Licensee or his/her company; or (vi) using the Marks to indicate (expressly or impliedly) that Licensee has passed any certification testing or meets the certification requirements, for any ONF certification that he/she has not actually passed or does not actually meet.

3. Usage Guidelines. Licensee shall use the Mark(s) in accordance with ONF’s SDN Certification Mark Usage Guidelines (the “**SDN Usage Guidelines**”) attached hereto as Exhibit B, which may be updated

from time to time by ONF in its sole discretion. Licensee shall comply with the updated SDN Usage Guidelines as soon as reasonably practicable, but, in all cases, Licensee shall comply with the updated SDN Usage Guidelines within thirty (30) days after receiving notice of such updates from ONF.

4. Ownership. Licensee acknowledges ONF's exclusive ownership rights in and to the Marks, as well as to all combinations, forms, and derivations of the Marks, and all goodwill associated therewith; and Licensee acknowledges that any and all use of the Mark(s) inures to the sole benefit of ONF. Licensee will not adopt, use, apply to register, and/or register as Licensee's own trademark, service mark, trade name, domain name, or other designation any word, phrase, or design that is confusingly similar to and/or that dilutes the Marks, for any product and/or service or otherwise. If, at any time, Licensee acquires any rights in, or registrations or applications for, the Marks, whether by operation of law or otherwise, Licensee hereby immediately and at no expense to ONF assigns all such rights, registrations, and applications to ONF, along with any and all associated goodwill. Licensee will not take any action to challenge or oppose ONF's ownership of the Marks, nor take any action inconsistent with such ownership. Licensee further agrees not to challenge, contest, or otherwise interfere with ONF's (and its successors', assigns', and/or licensees') use, adoption, licensing, application to register, or registration of the Marks or any trademark, service mark, trade name, domain name, or other designation that is similar to the Marks.

5. Review and Inspection. ONF has the right, in its discretion, to review and inspect Licensee's marketing materials and other materials featuring the Mark(s) to ensure compliance with this Agreement. Licensee agrees to cooperate fully in providing ONF access to Licensee's marketing and other materials, including providing ONF copies of all such materials at Licensee's expense. If ONF reasonably determines that Licensee is not using one or more of the Marks in compliance with this Agreement, Licensee agrees that, if required by ONF, Licensee will make the required changes to Licensee's use of the Mark(s) within thirty (30) days after receiving notice of such required changes from ONF. ONF shall pay all costs and expenses associated with any review and inspection of Licensee's use of the Mark(s) (though Licensee must provide ONF access to Licensee's materials and provide copies of such materials at no cost to ONF); provided, however, that if such review and inspection reveals that Licensee substantially misused one or more of the Marks in contravention to the terms and conditions of this Agreement, Licensee shall reimburse ONF for its reasonable costs and expenses associated with the review and inspection.

6. Compliance with Laws. Licensee agrees to comply with all applicable federal, state, and local laws and regulations in the display and use of the Mark(s).

7. Unauthorized Use; Third-Party Challenge. Licensee shall promptly notify ONF of any unauthorized use of the Mark(s) of which Licensee becomes aware. The right to enforce ONF's rights in the Marks rests entirely with ONF and shall be exercised, if at all, at ONF's discretion. Licensee shall not commence any action or claim to enforce ONF's rights in the Marks. In the event that a third party challenges Licensee's use of the Mark(s), Licensee shall immediately notify ONF in writing. ONF shall, in its discretion, undertake and conduct the defense of such a challenge; and Licensee shall not enter into any discussions or settlements, or take any other action, pertaining to said challenge without the prior express written consent of ONF. ONF or Licensee may immediately terminate this Agreement in the event that a challenge to the use of the Mark(s) is brought against Licensee. Licensee agrees to cooperate fully with ONF, at ONF's expense, in the event such a challenge is brought.

8. Disclaimer. THE MARKS ARE PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, ONF EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND/OR WARRANTIES,

INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, VALIDITY OF ONF'S RIGHTS IN THE MARKS IN ANY COUNTRY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

LICENSEE MAY NOT USE THE MARK(S) IN ANY MANNER THAT INDICATES OR IS LIKELY TO INDICATE THAT A PRODUCT OR SERVICE HAS BEEN CERTIFIED BY ONF, UNLESS THE SAME IS TRUE. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, ONF EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES THAT LICENSEE'S PRODUCTS OR SERVICES WILL BE FIT FOR THEIR INTENDED PURPOSE OR WILL BE ERROR FREE, ACCURATE, RELIABLE, OR UNINTERRUPTED, AND ONF EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ONF SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO ANY DISTRIBUTOR, RETAILER, WHOLESALER, OR END USER OF LICENSEE'S PRODUCTS OR SERVICES.

9. Limitation of Liability. IN NO EVENT WILL ONF, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, OR AGENTS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, AND/OR MULTIPLIED DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE MARKS, EVEN IF ONF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions may not allow the exclusion or limitation of certain types of damages so, solely to the extent such law applies to Licensee, the above limitation of liability may not apply to Licensee.

10. Indemnification. Licensee agrees to indemnify, defend, and hold harmless ONF and its officers, directors, members, employees, and agents for, from, and against any and all third-party claims, demands, liabilities, damages, and costs and expenses (including reasonable attorneys' fees) arising out of or relating to Licensee's use of the Mark(s) not in accordance with this Agreement and/or Licensee's breach of or failure to comply with any provision of this Agreement.

11. Term and Termination. This Agreement will begin on the Effective Date and continue until terminated. ONF may terminate this Agreement immediately by notice to Licensee if (i) Licensee breaches or otherwise violates any of Licensee's covenants, representations, or warranties in this Agreement, provided that ONF has first given Licensee notice of the breach or violation, and Licensee has failed to remedy the breach or violation within ten (10) days of the date of such notice; or (ii) if Licensee fails to comply or no longer complies with any requirement of the Certification Program. Licensee may terminate this Agreement immediately, for any reason, by giving ONF written notice of such termination. Either party may terminate this Agreement immediately upon written notice to the other pursuant to Section 7 of this Agreement. Upon termination of this Agreement by either party for any reason, the license granted under Section 1 shall immediately and automatically terminate, and Licensee shall immediately cease all use of the Marks and all materials bearing the Marks, and shall immediately destroy all materials bearing the Marks and certify the destruction of the same to ONF in writing. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement (including without limitation Sections 4, 7, 8, 9, 10, 11, 12) shall so survive such termination.

12. General. The parties acknowledge and agree as follows: (i) All notices must be in writing, must be given the parties at the addresses set forth below (or at any other address that a party may designate by notice to the other party), and will be deemed given when actually received; (ii) this Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A. and the federal

laws of the United States applicable therein, without regard to conflict-of-law rules that would apply a different body of law; (iii) the sole jurisdiction and venue for actions related to the subject matter hereof shall be in state or federal courts located in Santa Clara County, California. Both parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum; (iv) Licensee acknowledges and agrees that Licensee's breach or threatened breach of any term of this Agreement will cause ONF irreparable harm for which recovery of money damages would be inadequate and may, in addition thereto, constitute a violation of ONF's trademark rights and rights under the laws of unfair competition. Accordingly, Licensee agrees that ONF shall be entitled to timely injunctive relief to protect its rights under this Agreement, without posting a bond or other security and without proving damages, in addition to all other remedies available at law or in equity; (v) all remedies available to the parties shall be cumulative and may be exercised singularly or concurrently; (vi) this Agreement does not create or establish an agency, joint venture, franchise, partnership, or employment relationship between the parties. Neither party has the authority to bind the other party or represent to any person that it/he/she is an agent of the other party; (vii) the parties do not intend to confer any right or remedy on any third party under this Agreement; (viii) this Agreement may not be modified except by a writing signed by both parties; (ix) a waiver by either party of its/his/her rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its/his/her rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions or of any other provisions unless expressly agreed in writing; (x) if any part of this Agreement is held unenforceable, the affected provision will be considered modified to the extent allowed by law, and all other provisions will remain in full force and effect; (xi) Licensee shall not assign this Agreement or Licensee's rights or obligations herein, and any such attempted assignment shall be void; (xii) this Agreement will be binding on the parties and their respective permitted successors and assigns, and will inure to their benefit; (xiii) this Agreement (including Exhibits A and B, which are incorporated into and made a part of this Agreement by this reference) is the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any prior or contemporaneous agreements and negotiations relating to such subject matter; (xiv) 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 a party hereto or such party's counsel; and (xv) this Agreement may be signed in counterparts. An email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm an email-transmitted signature page by delivering an original signature page to the requesting party.

AGREED:

Open Networking Foundation
"ONF"

"Licensee"

By: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Address: 1000 El Camino Real, Suite 100
 Menlo Park, CA 94025
 ATTN: _____
 Email: info@opennetworking.org

Address: _____

 Email: _____

EXHIBIT A

Licensed Marks

A. Licensee may use the following Mark ONLY if Licensee has been certified as an ONF-Certified SDN Engineer:



1.

2. **ONF CERTIFIED SDN ENGINEER™** word mark

B. Licensee may use the following Mark ONLY if Licensee has been certified as an ONF-Certified SDN Associate:



1.

2. **ONF CERTIFIED SDN ASSOCIATE™** word mark

EXHIBIT B

ONF SDN Certification Mark Usage Guidelines

Individuals who have passed the ONF-Certified SDN Associate exam and/or ONF-Certified SDN Engineer exam (collectively, the “**ONF Certification Exams**”), and who are authorized by Open Networking Foundation (“**ONF**”) to use the ONF Certified SDN Engineer™ logo and the ONF CERTIFIED SDN ENGINEER™ word mark and/or the ONF Certified SDN Associate™ logo and the ONF CERTIFIED SDN ASSOCIATE™ word mark, as the case may be, must comply with these ONF SDN Associate Certification Mark Usage Guidelines (“**SDN Usage Guidelines**”).

Certification Logos

The following ONF Certified SDN Engineer™ logo (the “**Certified Engineer Logo**”) and ONF Certified SDN Associate™ logo (the “**Certified Associate Logo**”) are owned by ONF and are made available for use by qualified individuals who have passed the ONF-Certified SDN Associate™ exam and/or ONF-Certified SDN Engineer™ exam:



(“**Certified Associate Logo**”)



(“**Certified Engineer Logo**”)

The Certified Associate Logo and Certified Engineer Logo are collectively referred to as the “**Certification Logos**” in these SDN Usage Guidelines.

Certification Word Marks

The ONF CERTIFIED SDN ENGINEER™ word mark (the “**Certified Engineer Word Mark**”) and the ONF CERTIFIED SDN ASSOCIATE™ word mark (the “**Certified Associate Word Mark**”) are owned by ONF and are made available for use by qualified individuals who have passed the ONF-Certified SDN Associate™ exam and/or ONF-Certified SDN Engineer™ exam.

The Certified Associate Word Mark and Certified Engineer Word Mark are collectively referred to as the “**Certification Word Marks**” in these SDN Usage Guidelines

No False Certification Status

Qualified individuals who have passed the ONF Certified SDN Engineer™ exam may use the Certified Engineer Logo and Certified Engineer Word Mark, and qualified individuals who have passed the ONF Certified SDN Associate™ exam may use the Certified Associate Logo and Certified Associate Word Mark, solely for the purpose of indicating that you have been certified by ONF and only in accordance with these SDN Usage Guidelines. If you have not passed the ONF Certified SDN Engineer™ exam or ONF Certified SDN Associate™ exam, you may not use the Certification Logos or Certification Word Marks. Further, if you have only passed the ONF Certified SDN Associate™ exam, you may only use the Certified Associate Logo and Certified Associate Word Mark; and if you have only passed the ONF Certified SDN Engineer™ exam, you may only use the Certified Engineer Logo and Certified Engineer Word Mark.

No False Affiliation

You *may not* use the Certification Logos or Certification Word Marks in connection with the marketing, promotion, and/or sale of your products in a manner that might improperly indicate to consumers or others that your products are compliant with any ONF specifications, projects, or protocols. You *may not* use the Certification Logos or Certification Word Marks in any confusing proximity to the name, brand, or likeness of you, your company, or your company's products or services. Further, you *may not* use the Certification Logos or Certification Word Marks in any manner that may imply (a) that you are an agent of ONF; (b) that ONF in any way warrants, approves, or endorses you or any product or service you provide (except that you may use the applicable Certification Logo and Certification Word Mark to indicate that you have passed the ONF Certified SDN Engineer™ exam and/or ONF Certified SDN Associate™ exam, as the case may be); or (c) any other affiliation or connection with ONF. You *may not* use the Certification Logos or Certification Word Marks on any of your letterhead or stationary. You may use the appropriate Certification Logo and Certification Word Mark on your business cards, in your email signature, and in other promotional materials, solely for the purpose of indicating that you have passed the applicable ONF Certification Exam. You must avoid ubiquitous uses of the Certification Logos and Certification Word Marks, including use of the logos or word marks in backgrounds to be used at trade show booths or as a watermark or background underlying a PowerPoint® presentation or stationary.

No Disparagement

You may display and use the Certification Logos and Certification Word Marks only in a positive manner. You may not use the Certification Logos or Certification Word Marks in any way that disparages ONF; ONF's members; ONF's services, specifications, projects, or protocols; or the ONF Certification Exams or Certification Program, 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 with the purpose of encouraging unlawful activities.

No Incorporation with Another Mark or Name

You may not incorporate the Certification Logos or Certification Word Marks or any other trademark, service mark, trade name, or logo owned by ONF into any other trade name, business name, product name, service name, logo, slogan, domain name, or other trademark. Do not combine or merge the Certification Logos or Certification Word Marks, or any other trademarks, service marks, trade names, or logos owned by ONF, with other graphics or text, or try to incorporate other graphical elements into the Certification Logos or Certification Word Marks.

No Variations of Certification Logos

Do not alter, change proportions, morph, rotate, shadow, stretch, animate, or otherwise distort the Certification Logos in perspective or appearance. You may not change the colors of the Certification Logos; provided, however, that you may use the Certification Logos in black and white, shown on a white background. You may only use the version of the Certification Logo provided by to you by ONF (or its representative) in electronic form; use of any artwork or graphic files from any other source is prohibited. Do not translate the word portions of the Certification Logos into any other language, even if the logos are used in non-English speaking countries, without the prior written permission of ONF.

Requirements Specific to the Use of the Certification Word Marks

In addition to the other requirements in these SDN Usage Guidelines applicable to use of the Certification Word Marks, the following requirements apply to all uses of the Certification Word Marks:

The Certification Word Marks must either be written in all capital letters (ONF CERTIFIED SDN ENGINEER™; ONF CERTIFIED SDN ASSOCIATE™) or with “ONF” and “SDN” in all capitals and “Certified” and “Engineer” with only the first letter capitalized (ONF Certified SDN Engineer™; ONF Certified SDN Associate™).

When using the Certification Word Marks, take care to avoid using them in any way that may be interpreted to be logos, such as a highly stylized typeface.

Never vary the spelling, add hyphens, make one word two or more, use a similar mark, use a phonetic equivalent, use abbreviations, or otherwise alter or modify the Certification Word Marks.

Always use the Certification Word Marks as a standalone title and not as part of a sentence. For example, list the title in your credentials, but do not say “I’m an ONF Certified SDN Engineer™.” Do not use the Certification Word Marks as a noun or verb.

The Certification Word Marks cannot be used in the name of any product or as part of the name, trademark, service mark, or domain name of any company or organization. You must also take particular care not to adopt any name, trademark, service mark, or domain name that is confusingly similar to a Certification Word Mark.

Do not translate the Certification Word Marks into any other language, even if the word marks are used in non-English speaking countries, without the prior written permission of ONF.

Trademark Notice

The unregistered trademark symbol ™ should appear with *all* occurrences of the Certification Logos and Certification Word Marks. Do not use the ® symbol for the Certification Logos or Certification Word Marks because they are not currently registered in any country; falsely indicating that a mark is registered may trigger various civil and criminal penalties. Furthermore, the following rules apply:

1. The ™ symbol must appear in superscript.
2. There must be no space between the applicable Certification Logo or Certification Word Mark and the ™ symbol.
3. The ™ symbol must be large enough to be legible.

Attribution

When using the Certification Logos and/or Certification Word Marks, a statement attributing ownership of the Certification Logos and Certification Word Marks to ONF should be included. The attribution legend should be printed in legible type and placed in a location typically used for copyright and other legal notices. You must use the following standard ONF legend in all materials bearing one or more of the Certification Logos and/or Certification Word Marks:

“[Insert all Certification Logos and Certification Word Marks with the trademark notice symbol that you have used] are trademarks of Open Networking Foundation in the United States and other countries. All rights reserved. Unauthorized use is strictly prohibited.”

Modifications

ONF reserves the right to modify these SDN Usage Guidelines at any time or to revoke any and all allowed uses set forth in these SDN Usage Guidelines. If you are notified that your use of a Certification Logo or Certification Word Mark is detrimental to ONF or to the logo or word mark itself, or is otherwise objectionable, you must immediately cease using the logo and/or word mark (as applicable) or, at ONF's request and in its discretion, modify the use of the logo or word mark.

Noncompliance

Compliance with these SDN Usage Guidelines is not optional. If you use one or more of the Certification Logos and/or Certification Word Marks in violation of these SDN Usage Guidelines, ONF may terminate your license to use the Certification Logos and Certification Word Marks.

Questions

If you have a question regarding permissible or impermissible use of the Certification Logos and/or Certification Word Marks, please contact info@opennetworking.org.