



## CDMA2000 LICENSE AGREEMENT

Telecommunications Industry Association (“TIA”) is the owner of the federally registered certification mark CDMA2000, Registration No. 2,663,529, for wireless telephony equipment and wireless telecommunications services (the “Mark”).

TIA offers a limited, non-transferable license to use the Mark, in connection with wireless telephony equipment and/or services that conform to the TIA/EIA/IS-2000 family of standards (the “Specifications”). To obtain a license to use the Mark in accordance with the terms and conditions set forth in this agreement, please complete the requested information, sign the license agreement and return the entire signed license along with a check or money order for \$500 (USD). The license fee should be made payable to the Telecommunications Industry Association. The “Completed Application” should be sent to: Telecommunications Industry Association, Attn: CDMA License, 2500 Wilson Blvd., Suite 300, Arlington, VA 22201.

- 1. License.** Upon acceptance of the Completed Application, TIA grants the undersigned entity (the “User”) a non-exclusive, non-transferable right and license to use the Mark in the United States solely in connection with wireless telephony equipment or wireless telecommunications services conforming to the Specifications (the “Licensed Products”).
- 2. Term.** This Agreement and the license granted hereunder shall commence on the date TIA notifies the User of acceptance of the Completed Application (usually within one week of receipt by TIA) hereof and shall continue until terminated as provided hereunder.
- 3. Use of Mark.** The User hereby acknowledges TIA’s right, title and interest in and to the Mark and agrees not to claim any title to the Mark or any right to use the Mark except as permitted by this Agreement. The User shall include on each Licensed Item and related promotional and sales materials the following legend: “cdma2000® is a registered certification mark of the Telecommunications Industry Association. Used under license.” The User shall comply with TIA’s generally applicable Mark usage policies, as established by TIA and provided to the User from time to time. In connection with any use of the Mark, the User shall NOT: use any configuration, trademark, service mark, trade name or other design, symbol or designation confusingly similar to the Mark or take any other action the effect of which would dilute or adversely affect the effectiveness of the Mark. TIA shall have the right to inspect the User's use and display of the Mark to determine whether the Mark is being used in compliance with this Agreement. In the event that TIA notifies the User that the User is not in compliance with the terms of this Agreement, the User shall have thirty (30) days to correct such non-compliance. In the event that such non-compliance is not corrected within the thirty (30) day period, license granted hereunder shall immediately terminate. Title to and ownership of the Mark shall remain entirely with TIA. The User shall take no action during the term of this Agreement or thereafter that is inconsistent with the ownership rights and benefits (including goodwill) accruing from use of the Mark, all of which shall inure to the benefit of TIA.
- 4. Quality.** The User represents, warrants, and covenants that all of its Licensed Products bearing the Mark shall conform to the Specifications. TIA reserves the right to request from the User, and the User agrees to provide, specimens of any Licensed Products or packaging of Licensed Products at any time to enable TIA to ensure compliance with the terms of this license.
- 5. Products Liability and Indemnity.** The User will at all times indemnify, defend and hold harmless TIA, its directors, officers, affiliates, representatives agents and employees (“TIA Indemnitees”) from and against any and all claims, damages, litigation, judgments, costs and expenses (including reasonable attorney’s fees) caused by or arising out of any alleged defects in the Licensed Products, the unauthorized use by the User of any patent, process, method or device or out of the infringement by the User of any copyrights, trade name, patent, or libel or invasion of the right of privacy, publicity or other property rights of any party, or the breach by the User of any of the provisions

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of this Agreement. TIA Indemnitees, at their election (individually or collectively) may elect to defend any action, by its or their own counsel and at its or their own expense. The User will cause its counsel to cooperate fully with TIA Indemnitees and their counsel in the defense of such action.

6. Disclaimer. To the best of TIA's knowledge, U.S. Registration No. 2,663,529 for the certification mark CDMA2000 is valid and subsisting. TIA DISCLAIMS ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SPECIFICATIONS, THE MARK OR CONDITIONS OF TITLE, VALIDITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

7. Termination. TIA may terminate this Agreement by giving written notice to the User if the User breaches any provision of this Agreement and fails to correct such breach within thirty (30) days of being notified by TIA. TIA may also terminate the license granted under this Agreement upon written notice to the User in the event that TIA abandons the Mark or in the event that the registration for the mark is cancelled. Upon termination of this Agreement, all the rights and privileges herein granted to the User shall immediately terminate and the User shall immediately cease to use the Mark in any manner whatsoever and no products, packaging, labels, advertising, publicity material or other items bearing the Mark shall be sold or otherwise distributed by the User; provided, however, that in the event that TIA shall terminate the license in the event of TIA's abandonment of the Mark or cancellation of the Mark, then the User shall be prohibited from using the designation cdma2000 by virtue of any provision in this Agreement. The provisions of sections 3, 4, 5, 6, 7 and 8 shall survive termination of this Agreement.

8. General. This Agreement shall be governed by the laws of the state of Virginia without giving effect to applicable conflict of laws provisions. All disputes, differences, or questions arising out of or relating to this Agreement, or the validity, interpretation, breach, or violation or termination thereof, shall be finally and solely determined and settled by arbitration at Washington, D.C. in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Said arbitration shall be conducted by a panel of three arbitrators and all proceedings shall be conducted in the English language. In any such arbitration proceedings the arbitrators shall adopt and apply the provisions of the Federal Rules of Civil Procedure relating to discovery so that each party shall allow and may obtain discovery of any matter not privileged which is relevant to the subject matter involved in the arbitration to the same extent as if such arbitration were a civil action pending in a United States District Court. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. Except as specifically provided in this Agreement, all notices required hereunder shall be in writing. This Agreement, including any exhibits attached hereto, constitutes the entire understanding and agreement with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements, whether oral or written, between the parties relating to the subject matter of this Agreement, all of which are merged in this Agreement. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. The section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

User: \_\_\_\_\_ (entity name)

Address: \_\_\_\_\_  
\_\_\_\_\_

email address: \_\_\_\_\_

telephone no. \_\_\_\_\_

fax no. \_\_\_\_\_

Agreed: \_\_\_\_\_

THIS AGREEMENT SHALL BE BINDING WHEN COUNTERSIGNED BELOW BY TIA:

TELECOMMUNICATIONS INDUSTRY ASSOCIATION

By: \_\_\_\_\_

Its: \_\_\_\_\_