
Terms and Conditions for the Trademark Use

Background

- A. The Middle Class Tax Relief and Job Creation Act of 2012 (the Act) creates the First Responder Network Authority (FirstNet) to ensure the establishment of the Nationwide Public Safety Broadband Network (NPSBN).
- B. The Act permits FirstNet to enter into a public-private arrangement to construct, manage, and operate the NPSBN.
- C. Pursuant to the Capacity Terms and Conditions, the services provided to Public Safety Entity users by the Contractor shall be branded and marketed under FirstNet’s trade names, trademarks, and service marks (collectively, along with any similar marks or names, or any derivatives of such trade names, trademarks, and service marks, referred to herein as the “Marks”).
- D. These Terms and Conditions for the Trademark Use (“Trademark Terms & Conditions”) set forth certain terms and conditions regarding the use of the Marks by the Contractor and may be supplemented in the contract.

Terms and Conditions

The Contractor shall comply with the following:

1. Defined Terms. For the purposes of these Trademark Terms & Conditions, capitalized terms not otherwise defined herein shall have the following meanings:
 - 1.1. “Public Safety Entity” or “PSE” shall have the meaning ascribed to it in Section 1401(26) of the Act.
 - 1.2. “Regulatory Requirement” means any law, rule, regulation, or ordinance, including but not limited to any applicable rule, regulation, order or decision issued by FirstNet, the Federal Communications Commission (FCC), a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity.
2. License Grant.
 - 2.1. Subject to these Trademark Terms & Conditions, for the term of the contract, FirstNet hereby grants to Contractor, and Contractor hereby accepts from FirstNet, a limited, personal, non-exclusive, non-transferable, non-sublicenseable right and license to use the Marks solely and exclusively in connection with the marketing of NPSBN services to Public Safety Entity users within the United States and its designated Territories. Contractor shall use the Marks only to the extent permitted under this license, and except as provided above, neither the Contractor nor any affiliate, owner, director,

officer, employee, or agent thereof shall otherwise use the Marks without the prior express written consent of FirstNet in its sole and absolute discretion. All rights not expressly granted to Contractor hereunder shall remain the exclusive property of FirstNet.

- 2.2. Nothing in these Trademark Terms & Conditions shall preclude FirstNet from using or permitting other entities to use the Marks.
3. Ownership. Contractor acknowledges that Contractor shall not acquire any right, title, or interest in the Marks by virtue of these Trademark Terms & Conditions other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. Contractor further acknowledges and agrees that FirstNet is the owner of all right, title, and interest in and to the Marks, and all such right, title and interest shall remain with FirstNet. Contractor shall not contest, dispute, challenge, oppose or seek to cancel FirstNet's right, title, and interest in and to the Marks. Contractor shall not prosecute any application for registration of the Marks or seek to register the Marks as a domain name or part of any domain name.
4. Goodwill. All goodwill and reputation generated by Contractor's use of the Marks shall inure to the exclusive benefit of FirstNet. Contractor recognizes the importance of the FirstNet Marks and the Goodwill associated with such Marks and shall take all actions necessary to maintain and further the Goodwill associated with the Marks in the conduct of the services contemplated under the contract. Contractor shall not by any act or omission use the Marks in any manner that disparages or reflects adversely on FirstNet or its business or reputation. Contractor shall not take any action that would interfere with or prejudice FirstNet's ownership or registration of the Marks, the validity of the Marks, or the validity of the license granted by these Trademark Terms & Conditions.
5. Quality Control. In order to preserve the inherent value of the Marks, Contractor agrees to ensure that it maintains the quality of the Contractor's business and the operation thereof equal to the highest standards prevailing in the mobile wireless communications industry in United States during the term of the contract. FirstNet shall oversee the quality of the services provided under the Marks by virtue of its role as the licensee of station license WQQE234, and shall approve, prior to their use, all prospectuses, advertisements, and other materials upon which Contractor uses the Mark. The Contractor further agrees to use the Mark in accordance with such quality and use standards as may be established by FirstNet and communicated to the Contractor, or as may be agreed to by FirstNet and the Contractor, from time to time in writing. In all instances, Contractor shall appropriately include the Marks in accordance with the quality and use guidelines when marketing, offering, selling, or otherwise providing services contemplated under the contract.
6. Notification of Infringement. Contractor shall immediately notify FirstNet and provide to FirstNet all relevant background facts upon becoming aware of: (i) any registrations of, or applications for registration of, marks that do or may conflict with any the Marks; and (ii) any infringements, imitations, or illegal use or misuse of the Marks. FirstNet shall have the exclusive right, but not the obligation, to prosecute, defend and/or settle in its sole discretion, all actions, proceedings and claims involving any infringement or claim, and to take any other action that it deems necessary or proper for the protection and preservation of its rights in the Marks.

Contractor shall cooperate with FirstNet in the prosecution, defense, or settlement of such actions, proceedings, or claims fully and in a timely manner.

7. Effect of Termination. Upon expiration or termination of these Trademark Terms & Conditions or the contract, whichever is earlier, all rights and licenses granted to Contractor under these Trademark Terms & Conditions with respect to the Marks shall cease, and Contractor shall immediately discontinue all use of the Marks.
8. Assignment. Contractor shall not assign or otherwise transfer these Trademark Terms & Conditions or any rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of FirstNet, and any attempt to do so will be null and void.
9. No Joint Venture. These Trademark Terms & Conditions are not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between FirstNet and Contractor, and no party shall be liable for the payment or performance of any debts, obligations, or liabilities of the other party, unless expressly assumed in writing herein or otherwise. FirstNet and Contractor each retain full control over the employment, direction, compensation and discharge of their employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.
10. No Third Party Beneficiaries. These Trademark Terms & Conditions are entered into solely among, and may be enforced only by, FirstNet and the Contractor and shall not be deemed to create any rights in any third parties, including suppliers and customers of FirstNet or the Contractor, or to create any obligations of FirstNet or the Contractor to any such third parties.
11. Severability; No Waiver. If any term, covenant or condition in these Trademark Terms & Conditions are, to any extent, invalid or unenforceable in any respect under the Regulatory Requirements governing these Trademark Terms & Conditions, the remainder of these Trademark Terms & Conditions shall not be affected by such invalidity or unenforceability, and each term, covenant or condition of these Trademark Terms & Conditions shall remain valid and enforceable to the fullest extent permitted by law. The failure of either FirstNet or the Contractor to enforce any of the provisions of these Trademark Terms & Conditions, or the waiver of any of the provisions of these Trademark Terms & Conditions in any instance, shall not be construed as a general waiver or relinquishment on its part of that provision. No waiver or modification of any provision of these Trademark Terms & Conditions shall be implied. In order to be effective, a waiver or modification of a provision of these Trademark Terms & Conditions shall be in writing and must be signed by the party against which it is to be enforced.
12. Incorporation by Reference; Priority. These Trademark Terms & Conditions are part of and are hereby incorporated into the contract, which such contract is permitted and was entered into under the Act and defines the Contractor's rights and obligations regarding the public-private arrangement to build, operate, maintain, manage, and improve the NPSBN. The contract contains additional terms and conditions to which the Contractor is subject, including with respect to the use of the Marks. Unless expressly provided otherwise in the contract, in the event of conflict between the contract and these Trademark Terms & Conditions, the order of

priority shall be: (i) these Trademark Terms & Conditions but only with respect to matters specifically addressed herein; and (ii) the contract.

13. Termination or Suspension. To the extent permitted by applicable law, FirstNet may terminate, or in its discretion, suspend this License immediately by written notice to Contractor upon (a) the institution by Contractor of insolvency or bankruptcy proceedings or any other act of bankruptcy or proceedings for the settlement of its debts; (b) the institution of such proceedings against Contractor, which is not dismissed or otherwise resolved in its favor within sixty (60) days thereafter; (c) Contractor making a general assignment for the benefit of creditors; (d) any attempted assignment of this license by Contractor, (e) any failure of Contractor to strictly adhere the terms of this license, including any quality or use standards required by FirstNet hereunder, which failure is not cured to FirstNet's satisfaction within fifteen (15) days of the date on which such failure is discovered; or (f) any breach of the contract terms not cured within the applicable periods afforded by the contract terms.
14. Audit Rights. FirstNet shall have the right upon reasonable prior notice to audit Contractor's use of the Marks in accordance with this license and shall be granted full access to all related information, personnel and documentation in order for FirstNet to verify compliance with the License terms. All inspection shall take place at the Contractor's headquarters, or other location as mutually agreed by the parties, and shall be conducted during normal business hours. If no location is made available by the Contractor then all necessary information shall be made available for inspection at a time and location convenient to FirstNet. The cost of the audit shall be borne by FirstNet unless it is determined that Contractor is in violation of any License terms in which case Contractor shall be responsible to reimburse FirstNet for all incurred expenses within sixty (60) days of communication by FirstNet of the audit findings.