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# **Wi-Fi Alliance**

Mark Usage Manual





# Wi-Fi Alliance

## Mark Usage Manual

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# Wi-Fi Alliance

## Mark Usage Manual

### Introduction

The Wi-Fi Alliance was founded to certify and promote the adoption and use of products using Electrical and Electronics Engineers (IEEE) 802.11 standards. An important part of its mission is to provide branding that identifies products and services using this standard. This document describes the requirements for the use of the Wi-Fi Alliance's marks and discusses usage of certain terms that are related to those marks. The Wi-Fi Alliance has created certification programs wherein it has developed a series of test matrices to test the compatibility and interoperability of vendor devices using the IEEE 802.11 standards collectively referred to as "Wi-Fi". As a part of those certification programs, the Wi-Fi Alliance has developed certain unique marks and labeling to identify those products and services that have successfully passed through testing and have been certified by the Wi-Fi Alliance. The Wi-Fi Alliance has also developed marks that it uses to promote itself and its mission but not to identify products or services.

Using this Manual requires a basic understanding of what a certification mark is and what distinguishes trademarks, service marks, and certification marks from one another. This understanding is extremely important because the legal rights of these marks are created by the specific attributes that they have and if they are not used correctly, their value can be compromised.

A "trademark" is a word, name, symbol, device, or any combination thereof, used in the course of trade, on or in connection with tangible goods, to identify and distinguish the goods of one manufacturer or seller from goods manufactured or sold by others or to identify a common source for those goods. A "service mark" is like a trademark, except that it identifies and distinguishes the services of one provider from services provided by others or identifies a common source for the services. In contrast to each of the foregoing, a "certification mark" is a mark indicating that the goods or services on which the mark is used has been certified by the owner of the mark with respect to the method of manufacture of goods, standard of performance of services, quality, accuracy, or other characteristics. The Wi-Fi Alliance's trademarks, service marks, and certification marks are collectively referred to within the Manual as the "Marks."

This document is divided into multiple parts. Parts I through III provide the usage rules for each of the principal logos of the Wi-Fi Alliance. Each of the remaining Parts provides usage rules for special situations. Each Part is described as the "Manual" for that mark or matter.



## Effectiveness

This Manual shall remain in effect until modified or replaced by a successor revision. This Manual supersedes all mark usage guidelines and manuals that were previously in effect except as expressly provided herein. The revision history for the Manual are as outlined below.

The revision history and effective periods for prior versions of the Manual are as follows:

<b>Revision</b>	<b>Revision Date</b>	<b>Effective Period</b>
1.0	05/1/2002	05/1/2002-09/30/2002
1.1	10/1/2002	10/1/2002-11/14/2002
1.2	11/14/2002	11/14/2002- 1/30/2003
1.3	01/30/2003	01/30/2003-8/25/2003*

**\*The effective date and revision dates for individual parts after this date appear below.**

**I. “Wi-Fi CERTIFIED” Certification Logo**

<b>Revision</b>	<b>Revision Approval Date</b>	<b>Effective Period</b>
1.4	08/25/2003	08/25/2003-05/02/2004
1.5	04/15/2004	05/03/2004-

**II. “Wi-Fi Alliance” Logo**

<b>Revision</b>	<b>Revision Approval Date</b>	<b>Effective Period</b>
1.4	08/25/2003	08/25/2003-

**III. “Wi-Fi ZONE” Certification Logo**

<b>Revision</b>	<b>Revision Approval Date</b>	<b>Effective Period</b>
1.4	08/25/2003	08/25/2003-

**IV. Special Promotion of Wi-Fi ZONE Program by Wi-Fi Alliance Members**

<b>Revision</b>	<b>Revision Approval Date</b>	<b>Effective Period</b>
1.0	08/25/2003	08/25/2003-

**V. Use of “Wi-Fi ZONE” Certification Logo in PowerPoint Presentations**

<b>Revision</b>	<b>Revision Approval Date</b>	<b>Effective Period</b>
1.0	08/25/2003	08/25/2003-

**VI. “Wi-Fi” and Related Word Marks**

<b>Revision</b>	<b>Revision Approval Date</b>	<b>Effective Period</b>
1.0	08/25/2003	08/25/2003-

**VII. Use of Wi-Fi ZONE Logo in Connection with the Wi-Fi ZONE Partner Program: Linking Agreements, Portal Agreements, and Database License Agreements.**

<b>Revision</b>	<b>Revision Approval Date</b>	<b>Effective Period</b>
1.0	04/15/2004	04/15/2004-

**VIII. Use of Logos on Mobile Computing Platforms.**

<b>Revision</b>	<b>Revision Approval Date</b>	<b>Effective Period</b>
1.0	04/15/2004	04/15/2004-



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# Wi-Fi Alliance

## Mark Usage Manual

### Part I

#### “Wi-Fi CERTIFIED” Certification Logo; Standard Indicator Icons

**Summary:** The “Wi-Fi CERTIFIED” Certification Logo is available for use by members who have obtained certification for their products. Requirements for use are: (a) membership in good standing; (b) successful certification of product; (c) compliance with post-certification administrative requirements, including execution of separate license agreement; and (d) compliance with the usage requirements described in this Manual.

In order to provide clear information concerning the capabilities of individual Wi-Fi CERTIFIED products to purchasers of those products, the Wi-Fi Alliance also prescribes the use of Standard Indicator Icons in connection with the “Wi-Fi CERTIFIED” Certification Logo.



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## Wi-Fi Certified Logo; Standard Indicator Icons

1. **Introduction.** As a significant part of its mission, the Wi-Fi Alliance operates a program for the certification of wireless networking equipment using certification test plans that it has developed. The Wi-Fi Alliance administers the certification testing through independent laboratories that it has authorized to perform the certification testing. Products that satisfy the certification testing requirements may bear the “Wi-Fi CERTIFIED” certification mark depicted in the upper figure at right (the “**Certification Mark**” or the “**Wi-Fi CERTIFIED Logo**”). In order to provide clear information concerning the capabilities of individual Wi-Fi CERTIFIED products to purchasers of those products, the Wi-Fi Alliance also prescribes the use of Standard Indicator Icons (“**SII**”) in connection with the “Wi-Fi CERTIFIED” Certification Logo. This manual (the “**Manual**”) describes the requirements for the use of the Certification Mark as a standalone mark and the use of the SII with the Certification Mark. The SII replace the Capabilities Label, which the Wi-Fi Alliance previously required in connection with the Certification Mark.



2. **Prerequisites for Use of Certification Mark.** In order for a company to use the Certification Mark, (a) it must be a member in good standing of the Wi-Fi Alliance, (b) it must submit the product with which it wishes to use the Certification Mark for certification testing and that product must successfully pass the certification testing process, (c) it must complete the post-testing administrative requirements for certification, and (d) it must comply with all post-certification requirements so that its product certification remains in force.

(a) **Membership in Good Standing.** Before a company may submit a product for certification testing, it must be a “member in good standing” of the Wi-Fi Alliance. To be a member in good standing, (i) the company must have completed an application for membership and have been admitted as a member, (ii) the company must have paid all dues and assessments that it is obligated to pay under the Wi-Fi Alliance’s Articles of Incorporation and Bylaws, as well as under any other agreement that the company may have with the Wi-Fi Alliance, (iii) the company’s membership status cannot be under suspension, and (iv) the company’s membership status cannot have been terminated. If the company is a “Registered Member Affiliate,” as defined in Section 4(b) below, all of the foregoing requirements apply both to the Registered Member Affiliate and to its parent company through which it derives its membership rights.

(b) **Certification Testing.** In order to obtain certification of a product, the member must submit the product for certification testing and the product must successfully pass all applicable tests. This procedure is as follows:

(i) **Prerequisites for Certification Testing.** In order for a company to submit a product for certification testing, the following must occur:

- (1) The company must be a member in good standing of the Wi-Fi Alliance;
- (2) The company must have a purchase order in place with the authorized test laboratory;
- (3) The company must complete the test application and submit it to the test laboratory;
- (4) The company must submit two (2) identical test product units to one of the authorized test laboratories:

North American facilities:

California Lab (Santa Clara)  
Phone: (408) 553-3204  
E-mail: [agilent-icl\\_us@agilent.com](mailto:agilent-icl_us@agilent.com)

Florida Lab (Melbourne)  
Phone: (321) 308-8132  
E-mail: [agilent-icl\\_us@agilent.com](mailto:agilent-icl_us@agilent.com)

Submit Purchase Orders:  
Fax: (408) 345-8802  
E-mail: [icl-po\\_us@agilent.com](mailto:icl-po_us@agilent.com)

European facility:

U.K. Lab (Winnersh, England)  
Phone: 44 (118) 927-6469  
E-mail: [agilent-icl\\_uk@agilent.com](mailto:agilent-icl_uk@agilent.com)

Submit Purchase Orders:  
Fax: 44 (207) 691-9492  
E-mail: [icl-po\\_europe@agilent.com](mailto:icl-po_europe@agilent.com)

Japanese Facility:

Japan Lab (Tokyo)  
Phone: 81 (3) 3335-8704  
E-mail: [icl\\_japan@agilent.com](mailto:icl_japan@agilent.com)

Submit Purchase Orders  
Fax: 81 (3) 4512-4038  
E-mail: [icl-po\\_japan@agilent.com](mailto:icl-po_japan@agilent.com)

Taiwanese Facility:

Taiwan Lab (Taipei)  
Phone: 886 (2) 2734-5771  
E-mail: [agilent-icl\\_twn@agilent.com](mailto:agilent-icl_twn@agilent.com)

Submit Purchase Orders  
Fax: 886 (2) 2731-9352  
E-mail: [icl-po\\_twn@agilent.com](mailto:icl-po_twn@agilent.com)

(ii) **Administrative Process.**

(1) **Applying for Certification Testing.** A member applies for certification testing by logging on to the members' section of the Wi-Fi Alliance Web site at [www.wi-fi.org](http://www.wi-fi.org) and following the link to the Testing Application, located in the Testing Applications and Forms section at [http://www.wi-fi.org/membersonly/testing\\_applications\\_and\\_forms.asp](http://www.wi-fi.org/membersonly/testing_applications_and_forms.asp). This will direct the member to the automated testing application. The member completes and submits the application separately for each product that it wishes to certify. After submission of the Testing Application, the member will receive an e-mail confirmation of submission and will be directed to the test laboratory Web site to schedule certification testing for the product.

(2) **TCAL (Terms and Conditions Agreement Letter).** Shortly after processing the Testing Application, the Wi-Fi Alliance will send the member the TCAL (Terms and Conditions Agreement Letter) for review and signature. The TCAL is the agreement that governs the certification if the member's product successfully passes certification testing and is authorized to be certified. Its terms cover the requirements for obtaining and maintaining the product certification and for using the Certification Mark with the certified product. A copy of the TCAL form is appended to this Manual at Attachment I-A. The Wi-Fi Alliance will not issue a certification for any product until the member has returned a signed TCAL for that product.

The TCAL and the procedures relating to it supersede the use of the "Conditional Authorization Letter" and the "Final Authorization Letter" documents and related procedures, which applied to all product certifications issued prior to May 3, 2004. Members will, however, receive a different final authorization notice under the new procedures confirming that the product certification has issued.

(iii) **Certification Testing Process.**

(1) **Scheduling.** As described in Section 2(b)(ii)(1) above, at the time the member submits the Testing Application to the Wi-Fi Alliance, it is directed to the test laboratory Web site to schedule product testing. The member should then follow the test laboratory procedures to schedule product testing. Scheduling for certification testing occurs on a "first come, first served" basis.

(2) **Testing Standards.** The test laboratory performs certification testing based upon the Interoperability Test Plan that is applicable to the requested tests. These test plans are available for review by members at [www.wi-fi.org/membersonly/testing-information.asp](http://www.wi-fi.org/membersonly/testing-information.asp).

(3) **All IEEE 802.11 Physical Layers Tested.** In order for a test product to receive certification, the member must submit the product for certification testing of all IEEE 802.11 physical layers.

(4) **Confidentiality.** The test laboratory treats all test data as confidential. The test laboratory is also obligated under its agreement with the Wi-Fi Alliance not to disclose to third parties confidential information concerning the test product that it may learn through the certification testing process and to take reasonable precautions to prevent inadvertent disclosure of confidential information concerning the test product while the test product is at the test facility.

(5) **Test Data Ownership.** The member owns the test data that results from the certification testing. The test laboratory may retain an anonymous copy of the data for its internal use.

(6) **Notification of Test Results.** The test facility will notify the Wi-Fi Alliance of test products that receive a passing grade for interoperability testing. The test facility will not notify the Wi-Fi Alliance of devices that fail interoperability testing.

(7) **Retained Test Product.** The test laboratory retains one of the two test units that the member initially submitted for use in the interoperability test bed that the laboratory maintains.

(iv) **Additional Information.** For more information concerning the certification testing process at one of the authorized test facilities, please contact the facility nearest you by telephone, fax, or e-mail (listed above).

(c) **Post-Testing Administrative Requirements.** The following procedures apply to products that successfully complete the certification testing process described above in Section 2(b) above. Even if the product successfully passes certification testing, the certification process is not completed and the member may not identify the product as certified until all of the post-certification testing actions described below have been completed.

(i) **Initial Notification of Wi-Fi Alliance and Member.** If the product passes the certification testing, the laboratory notifies the Wi-Fi Alliance and the member.

(ii) **Board Authorization of Certification.** Once the Wi-Fi Alliance receives notification that the test product has passed certification testing, it verifies the file to confirm that it has also received a signed TCAL. If there is no signed TCAL, the certification process is stopped until the signed TCAL is received and the member will be notified. After the Wi-Fi Alliance has confirmed that it has received a signed TCAL, it places the product on a Board of Directors Review List. This list is sent to the board for review once a week. If, after receiving the Board Review List containing the proposed product, no board member voices a concern about or objection to the proposed certification within a seventy-two (72) hour period, the product certification issues without further action by the board. If any board member objects or has questions concerning the proposed certification, the process is halted until those questions are resolved.

(iii) **Correspondence.** All written communications with the Wi-Fi Alliance in connection with the certification process should be directed to:

Wi-Fi Alliance  
3925 West Braker Lane  
Austin, TX 78759  
Attn: Certifications

(d) **Post-Certification Requirements.** In order to maintain the product certification for a certified product, the member must comply with the following requirements:

(i) **Good Standing.** The member must keep its membership in good standing at all times. If the Wi-Fi Alliance suspends or terminates membership at any time for any reason, the product certification will lapse.

(ii) **Compliance With Terms of Certification.** The member must comply with all terms of certification, as agreed to by the member in the TCAL and as required under any applicable policy that the board of directors may adopt from time to time.

(iii) **Compliance with Usage Requirements for Certification Mark and the SII.** The member must comply with all mark usage requirements pertaining to the Certification Mark and the SII, as specified in the Certification Mark License Agreement pursuant to which the Certification Mark is licensed to the member and as further prescribed in this Manual.

### 3. **Obtaining the Certification Mark and SII Variants; Agreement to License Terms.**

(a) **Obtaining Certification Mark SII Variants.** A member may obtain graphics files depicting the Certification Mark as a standalone mark and in combination with the SII (**the “Certification Mark/SII Package”**) in two different manners. First, the Wi-Fi Alliance sends the Certification Mark/SII Package as a set of graphics files after the member completes the certification testing application for a product. The member may also download a copy of the graphics files for the Certification Mark/SII Package in the members’ section of the Wi-Fi Alliance Web site at [www.wi-fi.org/membersonly/logoDownloadForm.asp](http://www.wi-fi.org/membersonly/logoDownloadForm.asp) for use in advance preparation of packaging and other materials. The member must agree to the terms of the Certification Mark License Agreement before it may receive the graphics files through download or from the Wi-Fi Alliance office.

(b) **Pre-Certification Availability of Certification Mark/SII Package.** The only valid pre-certification use of the Certification Mark, either alone or with the SII, is for the internal use by a member who intends to certify a product and needs the graphics files to prepare packaging, marketing materials and other materials that the member wishes to use with the product after the Wi-Fi Alliance has certified the product. The member may not use or display the Certification Mark publicly on the materials that it prepares or in connection with any product until the member

has received formal notification that the Wi-Fi Alliance has issued the product certification. The term of the license for internal use is 6 months. If the member does not obtain certification for its product for any reason, it must destroy all materials that it prepared for the uncertified product.

(c) **Certification Mark License Agreement.** A member that wishes to use the Certification Mark with a product that the Wi-Fi Alliance has certified must agree to the terms of the Wi-Fi Alliance's Certification Mark License Agreement before commencing use. A copy of that agreement accompanies this Manual at Attachment I-B.

#### 4. **Authorized Users of the Certification Mark.**

(a) **Use by Member and Member Affiliate Only.** Except as specifically provided in this Section, the Certification Mark may only be used by the Wi-Fi Alliance member that certified the product.

(b) Notwithstanding Section 4(a), an affiliate of the member that the member has identified and formally registered through the Wi-Fi Alliance's membership process ("Registered Member Affiliate") may use the Certification Mark if (1) the Registered Member Affiliate is responsible for manufacture or marketing of the certified product, (2) the Registered Member Affiliate executes the Certification Mark License Agreement, and (3) both the member and the Registered Member Affiliate comply with this Manual and such additional requirements as the Wi-Fi Alliance may impose in connection with the use by the Registered Member Affiliate of the Certification Mark and the SII.

(c) Notwithstanding the limitations in Section 4(a), a member or Registered Member Affiliate that is permitted to use the Certification Mark under Section 4(a) or Section 4(b) may authorize a third party to publish the Certification Mark as part of an advertisement for a certified product provided that the use of Certification Mark complies with all Certification Mark requirements in this Manual. The member or Registered Member Affiliate, as applicable, will be solely responsible for the third party's use of the Certification Mark and will be liable for any misuse of that Mark by the third party. Once the member or Registered Member Affiliate is aware that a third party is incorrectly using the Certification Mark, the member or Registered Member Affiliate is required to immediately cause the third party to correct any use of the Certification Marks that are not in compliance with this Manual.

(d) No other users are authorized. Without limitation, neither a member nor a Registered Member Affiliate may "pass through" Certification Mark usage rights to an unregistered subsidiary or affiliate, an OEM, a distributor, a reseller, a dealer, or any other person or entity.

#### 5. **Use Requirements for the SII.**

(a) **Introduction.** The purpose of the SII is to identify the primary capabilities of a product that the Wi-Fi Alliance has certified as "Wi-Fi CERTIFIED." Due to the number of different certification tests that the Wi-Fi Alliance performs and the variety of technologies involved in those tests, the Wi-Fi Alliance regards the SII as an essential tool that allows customers of certified products to immediately understand the significance of the Wi-Fi CERTIFIED Logo as used with a particular product. The Wi-Fi Alliance requires that the SII be used in connection with a certified product if the member wishes to use the Wi-Fi CERTIFIED Logo on the product packaging.

(b) **Applicability.** The SII requirement replaces the Capabilities Label requirement, which previously existed for Wi-Fi CERTIFIED products. The implementation date for this transition is **May 3, 2004**. Beginning on this date, members with newly certified equipment shall use the correct SII on product packaging as set forth herein and may not use the Capabilities Label in connection with newly certified equipment for any purpose. Members with products that

were certified prior to the May 3, 2004 shall discontinue all use of the Capabilities Labels and begin using the SII as soon as practicable. For advertising and Web site usage, the Capabilities Labels must be discontinued immediately. For printed materials and packaging, this change should occur with the next production run and shall occur in all events no later than the next revision of such materials. Capabilities Label usage in drivers and on products shall be discontinued no later than the date of the next product revisions. Notwithstanding anything to the contrary, all uses of the Capabilities Label must be discontinued no later than May 3, 2005.

(c) **Mandatory Usage and Recommended Usage.**

(i) **Mandatory Usage.** If the member wishes to use the Certification Mark in connection with its certified product, it shall use the appropriate SII for that product on the front of the product packaging for the certified product.

(ii) **Recommended Usage.** The Wi-Fi Alliance strongly recommends that the member use SII in the following locations in connection with the certified product: (1) on the member Web site, (2) on the product data sheet, (3) on the product itself, (4) in the driver software for the product, and (5) in the product collateral and user manuals.

(iii) **Summary.** The following table summarizes mandatory and recommended applications of the Certification Mark with SII:

Certification Mark with SII Placement Location	
On package when Wi-Fi CERTIFIED logo is used	Mandatory
On the member Web site	Recommended
On the product data sheet	Recommended
On the product	Recommended
In the driver software	Recommended
In the product collateral and user manuals	Recommended

(d) **Placement of Certification Mark with SII.** Placement of the Certification Mark with SII is subject to the same usage guidelines as the Certification Mark when used on a standalone basis. Please refer to Section 6(d) below.

(e) **Accurate Description.** The SII accompanying the Certification Mark shall correctly reflect the capabilities for which the Wi-Fi Alliance has certified the member's product.

(f) **Updated SII.** The SII designations will automatically expand as the Wi-Fi Alliance certifies new features and functions. Each member is responsible for following new developments within the Wi-Fi Alliance, including proposals to expand or modify the certification program. A member who fails to request that the Wi-Fi Alliance identify the most current SII applicable to its product prior to commencing the product and packaging development cycle may be required to re-brand if it uses outdated designations.



## 6. **Certification Mark Usage Requirements.**

(a) **Concurrent Use of SII.** A member that is otherwise permitted to use the Certification Mark hereunder may not do so unless it includes the SII in accordance with the mandatory requirements of Section 5 above.

(b) **Formal Requirements.** A member shall comply with the following requirements regarding form in its use of the Certification Mark. For purposes of the following, the representations of the Certification Mark with SII, shown in the Appendix to this Manual, shall be regarded as variant forms of the Certification Mark:

(i) The member shall not alter, cut apart, separate, or otherwise distort the Certification Mark in perspective or appearance.

(ii) The member shall present the Certification Mark in a manner in which it stands alone. The Certification Mark shall not be combined with or incorporated into other words, phrases, or designs.

(iii) The member shall not translate the Certification Mark into other languages, even if the member is using the Certification Mark in countries outside of the United States. The member may, however, place an approved translation of the word “certified” immediately under the Certification Mark to clearly indicate the meaning of the word “CERTIFIED” in the Certification Mark.

(iv) The presentation of the Certification Mark shall comply with the graphics usage guidelines described in the Appendix beginning at page 10.

(c) **Proper Usage.** The Certification Mark shall be used on the certified product or in connection with the certified product in a manner that clearly associates the Certification Mark with the certified product and that displays the SII, when used, to accurately identify the standards or features that the Wi-Fi Alliance has certified. Usage in accordance with the following rules will satisfy this requirement:

(i) When the Certification Mark is used on a product, it shall be placed directly on the certified product or on product packaging and user manuals with which the certified product is sold.

(ii) Use of the Certification Mark on the product package shall include at least one prominent use of the appropriate SII with the Certification Mark in accordance with the mandatory usage requirements of Section 5 above. If the SII are included with the Certification Mark on the certified product or user manuals, that usage must comply with SII form and usage requirements in this Manual.

(iii) The Certification Mark may be used on a certified product or product packaging and user manuals without the SII, but only after at least one instance of the Certification Mark with SII has been used on the product packaging.

(iv) The Certification Mark may be used in electronic and print advertisements and other promotional materials pertaining to the certified product as long as the Certification Mark is placed on or directly adjacent to the certified product and the usage of the SII, if included, complies with the requirements of this Manual.

(v) If multiple products are featured in an advertisement or other promotional materials and all products are certified, a Certification Mark may be placed anywhere in close proximity to the products. If the member uses the SII with any of these products, it must include

the Certification Mark with the correct SII for each certified product. If the same certification applies to all of the products, this may be done using a single Certification Mark with SII anywhere in close proximity to the products. Otherwise, the correct Certification Mark with SII must be used in close proximity to each product.

(vi) If multiple products are featured in an advertisement or other promotional materials and some of them are not certified, the Certification Mark must be placed on or directly adjacent to the certified product on product packaging. If the member uses the SII with any of these products, it must include the Certification Mark with the correct SII for each certified product in close proximity to that product.

(d) **Placement Guidelines.** The following guidelines apply to the placement of the Certification Mark both with and without the SII.

(i) **Placement on Product Packaging.** The Certification Mark with SII shall be placed on the front of the packaging. The Certification Mark, with or without the SII may, in addition, be placed elsewhere on the packaging so long as the Certification Mark with SII is used once on the front of the packaging.

(ii) **Web Site Placement.** The member should place the Certification Mark on its Web site in a manner that associates it only with the certified product to which it relates. The Certification Mark may not be used in a way that could indicate that multiple or all the products of a member are certified, or, if multiple or all products are certified and the Web site displays a Certification Mark with SII, that they share the same certified capabilities, unless this usage is completely factually accurate. The ideal location for the Certification Mark is directly adjacent to the product listing and picture in the product section of the member's Web site on the page that describes the specific certified product. It is strongly recommended that all Web site usage of the Certification Mark include the appropriate SII.

(iii) **Placement on Product Itself.** It is recommended that the Certification Mark be placed on the product when this is possible. It is strongly recommended that this usage include the appropriate SII, especially if the frequency band is not already clearly specified on the product through other means. This includes, but is not limited to, PC cards, access points, USB clients, Compact Flash cards, or even embedded devices such as PCI, ISA, and mini PCI cards.

(iv) **Placement on Devices with Embedded Certified Components.** It is recommended that the Certification Mark be placed on devices, such as laptop computers and PDA's, that contain embedded certified components. The preferred placement for the Certification Mark on such devices is with other logos denoting product standards or capabilities. It is strongly recommended that this usage include the appropriate SII.

(v) **Placement in Device Driver Applet.** It is recommended that the Certification Mark, or an active URL to it, be placed in the device driver applet, especially if the product by its nature does not otherwise make the Certification Mark easily available to the product end user. It is strongly recommended that this usage include the appropriate SII.

(vi) **Placement on Product Collateral.** It is recommended that the Certification Mark be placed on collateral that is related to the certified product, such as product data sheets, product literature, and user manuals. The preferred placement in these materials is in the compliance section or specifications section. It is strongly recommended that this usage include the appropriate SII.

(e) **Prohibited Uses.** The Wi-Fi Alliance prohibits the following uses of the Certification Mark, whether with or without the SII:



(i) The Certification Mark may never be used or associated with products that the Wi-Fi Alliance has not certified.

(ii) The Certification Mark may never be used in any manner that would imply Wi-Fi Alliance endorsement of a specific company, its products, or its services.

(iii) The Certification Mark may not be used in any company name, product name, service name, domain name, Web site title, or the like.

(iv) The Certification Mark may never be used in a manner that would disparage the Wi-Fi Alliance.

(v) The Certification Mark may not be used on letterhead, business cards, or other stationery.

(vi) The Certification Mark may not be used on bumper stickers, coffee mugs, t-shirts, baseball hats, flying disks, tie clips, or other similar promotional items.

(vii) The Certification Mark may never be used with an inaccurate or unauthorized SII.

7. **Notice.** The member shall use the following notice conventions with the Certification Mark:

(a) The design portion Certification Mark is a registered mark of the Wi-Fi Alliance. Members shall therefore include the notice “®” to the upper right of the design to identify it as a registered mark.

(b) In text material relating to the Certification Mark, the statement, “The ‘Wi-Fi CERTIFIED’ logo is a certification mark of the Wi-Fi Alliance” may be used in addition to the appropriate notice symbol to indicate that the Wi-Fi Alliance owns the Certification Mark. The statement should be placed where normal explanatory information is found (e.g., the bottom of an advertisement or poster, the bottom of the relevant page in a manual or brochure, or on the product packaging). Translations of this statement into several languages are available at:

[http://www.wi-fi.org/membersonly/pdf/Wi-Fi\\_Branding\\_Notice\\_Translations.pdf](http://www.wi-fi.org/membersonly/pdf/Wi-Fi_Branding_Notice_Translations.pdf)

8. **Related Use of “Wi-Fi CERTIFIED” Word Mark.**

(a) A member with certified products may use the word mark “Wi-Fi CERTIFIED” in association with those products. Such usage is not intended to be a substitute for usage of the Certification Mark, which is the Wi-Fi Alliance’s certification mark under its product certification programs, and the member shall not use the word mark in lieu of the Certification Mark. Subject to this restriction, the member may not use the word mark in a manner that is inconsistent with the usage requirements outlined in this Manual.

(b) For further information concerning word mark usage, including formal requirements and notice requirements, the member is directed to Part VI of the Wi-Fi Alliance Mark Usage Manual, “‘Wi-Fi’ and Related Word Marks.”

## 9. Interoperability

**Certificate.** When a product certification is issued, the Wi-Fi Alliance also issues to the member a “Interoperability Certificate” (such as the one shown to the right), which identifies the certified capabilities of the certified product. The Interoperability Certificate is intended to be an informational insert that may be included with the materials that accompany the certified product in the box. Examples of appropriate uses include, without limitation, a separate sheet that accompanies the product or inclusion of the Interoperability Certificate as part of the product data sheet or the user manual. The Interoperability Certificate may also be used as a marketing tool for the certified product. The Interoperability Certificate is not intended to be used on the packaging or the product.

Wi-Fi® Interoperability Certificate		Certification ID: W005030	
			
This certificate represents the capabilities and features that have passed the interoperability testing governed by the Wi-Fi Alliance. Detailed descriptions of these features can be found at <a href="http://www.wi-fi.org/certificate">www.wi-fi.org/certificate</a>			
Certification Date: February 14, 2004			
Category: Access Point			
Company: Name of Company			
Product: Wireless LAN Access Point/Router Model#EX1010			
Model/SKU #: EX1010			
This product has passed Wi-Fi certification testing for the following standards:			
IEEE Standard	Security		
802.11a 802.11b 802.11g	WPA - Personal WPA - Enterprise		
For more information: <a href="http://www.wi-fi.org/certified_products">www.wi-fi.org/certified_products</a>			

Use of the Interoperability Certificate is completely optional but highly recommended. If it is used, its content may not be modified. Its size may be adjusted, provided that its relative proportions are maintained.

## 10. Usage Violations.

(a) If the Wi-Fi Alliance becomes aware of a violation of the Manual, it may take any of the following actions:

- (i) The offending party will be contacted in writing or by telephone.
- (ii) A reasonable amount of time, as determined by the Wi-Fi Alliance in its sole discretion, will be given to correct noncompliance.
- (iii) If the offending party fails to correct the noncompliance, the Wi-Fi Alliance may suspend or terminate the offending party's membership and/or bring legal action, as the Wi-Fi Alliance determines to be appropriate under the circumstances.

(b) No delay or failure by the Wi-Fi Alliance to take one of the foregoing actions shall be construed as a waiver by the Wi-Fi Alliance of its enforcement rights or acceptance by the Wi-Fi Alliance of noncompliance.

## Appendix

### Graphics Guidelines for the Certification Mark

**Wi-Fi CERTIFIED Logo Graphics Guidelines.** The Wi-Fi CERTIFIED Logo with Standard Indicator Icons must be displayed on product packaging. After at least one instance of the logo with SII appears on product packaging, the stand-alone Wi-Fi CERTIFIED Logo may be used. The following describes the graphical guidelines for the stand-alone Wi-Fi CERTIFIED logo, when it appears without the Standard Indicator Icons (SII).

**Logo Elements.** Always use the logos as provided electronically and do not attempt to change the configuration or proportion of any artwork.

**Color.** The Wi-Fi CERTIFIED logo is 100% black and white as shown at right. The artwork is available in two configurations depending upon whether you are featuring it in a positive or reverse application.

#### 1. Logo Elements



#### 2. Wi-Fi Color



Positive logo



Reverse logo



**Recommended Clear Space.** While it is not always possible to control the location and size of an area in which the Wi-Fi CERTIFIED logo is applied, please use the following clear space recommendation whenever possible.

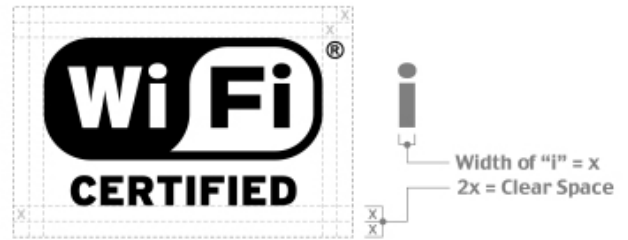
Clear space is the area surrounding the Wi-Fi CERTIFIED logo that should be kept free of other logos, graphics or text. This rule also applies when placing the logo near the edge of a surface. Minimum clear space equals  $2x$  where “ $x$ ” is defined by the width of the “i” in the logo as shown at right. Allowing additional clear space is always preferred.

**Preferred Minimum Size Guidelines.** Due to the variance in resolution between printed materials and web applications, two minimum size standards have been developed to preserve the integrity of the Wi-Fi CERTIFIED logo. The following minimum size standards should serve as recommendations to follow whenever possible.

When the Wi-Fi CERTIFIED logo appears without the Standard Indicator Icons (SII) in printed applications, the preferred minimum size standard is .25" and larger, however, displaying the logo at a larger size is always preferable.

On-screen resolution is low, therefore the minimum size standard is larger than that of the printed standard. In applications which display the Wi-Fi CERTIFIED logo on-screen without the Standard Indicator Icons (SII), the preferred minimum size standard is .5" and larger.

### 3. Clear Space



### 4. Minimum Size Standards





## Graphics Guidelines for the Certification Mark with SII

**SII Graphics Guidelines.** The following describes the graphical guidelines for the inclusion of the SII with the Certification Mark.

**SII Elements.** Always use the SII as provided electronically and do not attempt to change the configuration or proportion of any artwork.

**Color.** The Wi-Fi CERTIFIED logo is 100% black and white as shown at right. The corresponding Standard Indicator Icon (SII) colors are as follows (each as shown at right):

-a, Pantone Spot Color 1375C;

-b Pantone Spot Color 282C; and

-g, Pantone 390C.

The artwork is available in full color and two black and white configurations depending upon whether you are featuring it in a positive or reverse application. Full color artwork is only available in a positive application.



**Position and Spacing.** The position of each SII may not be altered and must always appear in its relative position as shown at right: centered under Certification Mark (portrait representation) or left justified against CERTIFIED mark (landscape orientation). Fixed spacing requirements for space between each SII must be maintained as shown at right.

**Configurations.** The SII are available in two approved configurations; portrait and landscape. The landscape SII must be the same height as the Wi-Fi CERTIFIED Logo, as shown at right. The portrait SII must appear directly below the Wi-Fi CERTIFIED Logo, as shown at right. (See Approved SII Configurations section below).



**Recommended Clear Space.** While it is not always possible to control the location and size of an area in which the Certification Mark with SII is applied, please use the following clear space recommendation whenever possible. Clear space is the area surrounding the Certification Mark and correctly positioned SII that should be kept free of other logos, graphics or text. This rule also applies when placing the Certification Mark near the edge of a surface. Minimum clear space equals 2x where "x" is defined by the width of the "i" in the logo as shown at right. Allowing additional clear space is always preferred.

**Preferred Minimum Size Guidelines.** Due to the variance in resolution between printed materials and web applications, two minimum size standards have been developed to preserve the integrity of the Certification Mark with SII. The following minimum size standards should serve as recommendations to follow whenever possible.

When the Certification Mark with SII appears in printed applications, the preferred minimum size standard is .25" and larger, however, displaying the logo at a larger size is always preferable. The SII must scale evenly with the Certification Mark and may not be individually resized.



On-screen resolution is low, therefore the minimum size standard is larger than that of the printed standard. In applications which display Certification Mark with SII on-screen, the preferred minimum size standard is .50" and larger.

**Background and Borders.** The Certification Mark with SII should be displayed with a clear background and without a border. If product packaging or collateral material colors do not blend with Mark colors, a border may be used to offset the logo as shown below.



**Approved SII Configurations.** The SII shall correctly reflect the capabilities for which the Wi-Fi Alliance has certified the member's product. The position of each SII should be centered under the CERTIFIED logo (portrait) or left justified against CERTIFIED logo (landscape). The SII may be used in either the available portrait or landscape configurations. If the "g" SII is used, the "b" SII must be used to reflect backwards compatibility. Examples of the presently approved variants are shown below in landscape form.

**A. Indicators (shown in landscape only):**





**B. Black and White Presentation:**



**C. Reverse Black and White Presentation:**





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# Wi-Fi Alliance

## Mark Usage Manual

### Part II

#### "Wi-Fi Alliance" Logo

**Summary:** The "Wi-Fi" Alliance Logo is available for use by all of its members to identify their affiliation with the Wi-Fi Alliance and to promote the Wi-Fi Alliance and its mission. Prerequisites for such usage are (a) membership in good standing and (b) compliance with the terms of the Mark License Agreement governing the usage of the Mark and the requirements of this Manual.





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## Wi-Fi Alliance Logo

1. **Introduction.** The Wi-Fi Alliance uses the “Wi-Fi Alliance” logo depicted at right (the “Mark”) to identify itself to the public. The Wi-Fi Alliance licenses the Mark to members to permit them to identify themselves as being affiliated with the organization, to promote public awareness of Wi-Fi CERTIFIED 802.11 products and services, and to support the Wi-Fi Alliance’s mission to promote these products and services. This manual (the “Manual”) outlines the requirements for that usage.



2. **Prerequisites for Use of the Mark.** In order to use the Mark, a company must be a member in good standing of the Wi-Fi Alliance and must comply with the usage requirements for the Mark.

(a) **Membership in Good Standing.** To be a member in good standing, (i) the company must have completed an application for membership and have been admitted as a member, (ii) the company must have paid all dues and assessments that it is obligated to pay under the Wi-Fi Alliance’s Articles of Incorporation and Bylaws, as well as under any other agreement that the company may have with the Wi-Fi Alliance, (iii) the company’s membership status cannot be under suspension, and (iv) the company’s membership status cannot have been terminated. If the company is a “Registered Member Affiliate,” as defined in Section 4 below, all of the foregoing requirements apply both to the Registered Member Affiliate and to its parent company through which it derives its membership rights.

(b) **Compliance With Usage Requirements for the Mark.** The usage requirements for the Mark consist of the member’s agreement to the terms and conditions of the Mark License Agreement, a copy of which accompanies this Manual at Attachment II-A, and the member’s compliance with the requirements of that agreement and this Manual.

3. **Obtaining the Mark; Agreement to License Terms.** A member may obtain the graphics files for the Mark by downloading it in the members’ section of the Wi-Fi Alliance Web site at [www.wi-fi.org/membersonly/logoDownloadForm.asp](http://www.wi-fi.org/membersonly/logoDownloadForm.asp). As a condition to downloading the graphics files, the member is required to accept the license terms under the Mark License Agreement.

4. **Authorized Users.** Only a member or a “Registered Member Affiliate” may use the Mark for the purposes described in this Manual. A “Registered Member Affiliate” is an affiliate of the member that the member has identified and formally registered through the Wi-Fi Alliance’s membership process. A member and a Registered Member Affiliate may authorize a third party to apply the mark to promotional items, as permitted by this Manual, provided that those items are distributed solely by the member or the Registered Member Affiliate. No other users are authorized. Without limitation, neither a member nor a Registered Member Affiliate may “pass through” Mark usage rights to an unregistered subsidiary or affiliate, an OEM, a distributor, a reseller, a dealer, or any other person or entity.

5. **Mark Usage Requirements.**

(a) **Formal Requirements.** A member shall comply with the following requirements regarding form in its use of the Mark:

(i) The member shall not alter, cut apart, separate, or otherwise distort the Mark in perspective or appearance.

(ii) The member shall present the Mark in a manner in which it stands alone. The Mark shall not be combined with or incorporated into other words, phrases, or designs.

(iii) The member shall not translate the Mark into other languages, even if the member is using the Mark in countries outside of the United States.

(iv) The presentation of the Certification Mark shall comply with the graphics usage guidelines described in the Appendix beginning at page 5.

(b) **Proper Usage.**

(i) Subject to the formal usage requirements described in Section 4(a), the Mark may be used in association with the member's company name to identify affiliation with the Wi-Fi Alliance.

(ii) The member may use the Mark on standard promotional items, such as bumper stickers, coffee mugs, t-shirts, baseball hats, flying disks, and tie clips.

(iii) The member may distribute the promotional items bearing the mark in connection with the member's promotional activity which either promotes the Wi-Fi Alliance and its mission or promotes the member's association with the Wi-Fi Alliance.

(c) **Prohibited Uses.**

(i) The member may not engage in the commercial distribution of the promotional items that the member prepares or has prepared in accordance with this Manual.

(ii) The Mark may not be used with any electronic equipment.

(iii) The Mark may not be used in proximity to any electronic equipment, including, without limitation, on the equipment, on packaging for the equipment, in proximity to the equipment on displays, or in advertisements for the equipment.

(iv) The Mark may not be used in any manner that implies certification of a product or service.

(v) The Mark may not be used in any manner that would imply Wi-Fi Alliance endorsement of a specific company, its products, or its services.

(vi) The Mark may never be used in a manner that would disparage the Wi-Fi Alliance.

(vii) Except for the trademark usage on standard promotional items, as described above, the Mark may not be used as a trademark or a service mark.

6. **Notice.** The member shall use the following notice conventions with the Mark:

(a) The Mark is not yet registered. Members shall therefore include the notice "TM" to the upper right of the design to identify it as an unregistered mark of the Wi-Fi Alliance.

(b) In text material relating to a Mark, the statement, "The 'Wi-Fi Alliance' logo is a trademark of the Wi-Fi Alliance" may be used in addition to the appropriate notice symbol to indicate that the Wi-Fi Alliance owns the Mark. The statement should be placed where normal explanatory information is found (e.g., the bottom of an advertisement or poster, the bottom of the relevant page in a manual or brochure, or on the product packaging).

7. **Related Use of “Wi-Fi Alliance” Word Mark.**

(a) A member that is licensed to use the Mark may use the related word mark, “Wi-Fi Alliance” in association with its membership activities and the promotion of the organization. Such usage is not intended to be a substitute for usage of the Mark for the promotional purposes outlined in this Manual, however. The member may not use the word mark in a manner that is inconsistent with the usage requirements outlined in this Manual.

(b) For further information concerning word mark usage, including formal requirements and notice requirements, the member is directed to Part VI of the Wi-Fi Alliance Mark Usage Manual, “Wi-Fi’ and Related Word Marks.”

8. **Usage Violations.**

(a) If the Wi-Fi Alliance becomes aware of a violation of the Manual, it may take any of the following actions:

(i) The offending party will be contacted in writing or by telephone.

(ii) A reasonable amount of time, as determined by the Wi-Fi Alliance in its sole discretion, will be given to correct noncompliance.

(iii) If the offending party fails to correct the noncompliance, the Wi-Fi Alliance may suspend or terminate the offending party’s membership and/or bring legal action, as the Wi-Fi Alliance determines to be appropriate under the circumstances.

(b) No delay or failure by the Wi-Fi Alliance to take one of the foregoing actions shall be construed as a waiver by the Wi-Fi Alliance of its enforcement rights or acceptance by the Wi-Fi Alliance of noncompliance.

## Appendix Graphics Guidelines for the Mark

**Graphics Guidelines.** Graphics usage for the Wi-Fi Alliance Logo shall comply with the same usage guidelines as apply to the Wi-Fi CERTIFIED Logo.

**Logo Elements.** Always use the logos as provided electronically and do not attempt to change the configuration or proportion of any artwork.

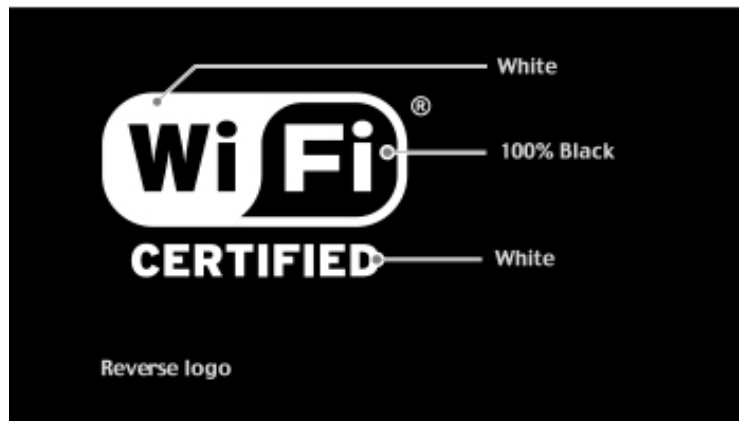
### 1. Logo Elements



### 2. Wi-Fi Color



Positive logo



Reverse logo

**Recommended Clear Space.** While it is not always possible to control the location and size of an area in which the Wi-Fi CERTIFIED logo is applied, please use the following clear space recommendation whenever possible.

Clear space is the area surrounding the Wi-Fi CERTIFIED logo that should be kept free of other logos, graphics or text.

This rule also applies when placing the logo near the edge of a surface. Minimum clear space equals  $2x$  where “ $x$ ” is defined by the width of the “i” in the logo as shown at right. Allowing additional clear space is always preferred.

**Preferred Minimum Size Guidelines.** Due to the variance in resolution between printed materials and web applications, two minimum size standards have been developed to preserve the integrity of the Wi-Fi CERTIFIED logo. The following minimum size standards should serve as recommendations to follow whenever possible.

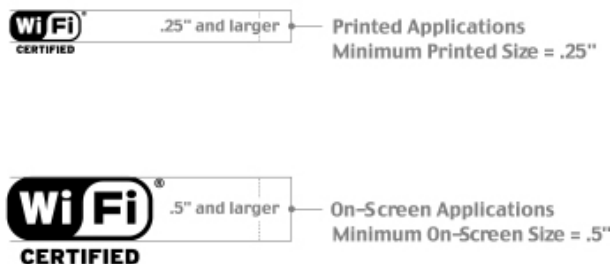
When the Wi-Fi CERTIFIED logo appears in printed applications, the preferred minimum size standard is .25" and larger, however, displaying the logo at a larger size is always preferable.

On-screen resolution is low, therefore the minimum size standard is larger than that of the printed standard. In applications which display the Wi-Fi CERTIFIED logo on-screen, the preferred minimum size standard is .5" and larger.

### 3. Clear Space



### 4. Minimum Size Standards





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# Wi-Fi Alliance

## Mark Usage Manual

### Part III

#### “Wi-Fi ZONE” Certification Logo

**Summary:** The “Wi-Fi ZONE Logo” is available for use by service providers who meet the certification requirements under the Wi-Fi ZONE program and register under that program.



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## “Wi-Fi ZONE” Certification Logo

1. **Introduction.** The Wi-Fi Alliance developed the Wi-Fi ZONE program as a certification program for service providers who use Wi-Fi CERTIFIED equipment in providing wireless Internet access in public locations. Participation in the program is unrelated to membership in the Wi-Fi Alliance. Both members and non-members may participate, provided that they satisfy the participation requirements for the program, as outlined at [www.wi-fizone.org](http://www.wi-fizone.org).



As a general rule, only enrolled participants in the Wi-Fi ZONE program may use the “Wi-Fi ZONE” logo, depicted to the right (the “Mark”). This manual (“Manual”) outlines the requirements for usage of the Mark by companies that are participating in the Wi-Fi ZONE program.

2. **Prerequisites for Use of the Mark.** In order to use the Mark, a company must satisfy the certification requirements for the Wi-Fi ZONE program, enroll in the Wi-Fi ZONE program, and comply with the mark usage requirements in this Manual.

(a) **Certification Requirements.** In order for company to become certified under the Wi-Fi ZONE program, it must satisfy the following requirements:

(i) The company must be a provider of wireless Internet access in a public location using equipment that provides wireless connectivity on the local area network using the IEEE 802.11 standard.

(ii) All IEEE 802.11 equipment at the location at which the company provides the wireless Internet access must be Wi-Fi CERTIFIED,

(iii) The company must use only Wi-Fi CERTIFIED IEEE 802.11 equipment on the wireless portions of its network to provide the wireless Internet access.

(iv) The company must register all locations at which it provides public wireless Internet access.

(b) **Enrollment in the Wi-Fi ZONE Program.** To obtain certification for a location, the following procedures apply:

(i) The company must complete the application process at the Wi-Fi ZONE Certification Program Web site ([www.wi-fizone.org](http://www.wi-fizone.org)). This includes submitting information on all individual locations that are to be certified using the on-line application procedure or by submitting an electronic file if more than twenty-five locations are to be certified.

(ii) The Wi-Fi Alliance will review the application and approve or deny it. If the application is approved and the required license fee is paid, the Wi-Fi Alliance will send notification that the Licensee is authorized to use the Mark.

(iii) If the company develops additional sites for public wireless network access, it shall register them online at the Wi-Fi ZONE Certification Program Web site in order to maintain its certification.

(c) **Licensing Procedures; Obtaining the Mark.** At the time of application, the company is required to review and agree to the terms of the Wi-Fi ZONE License Agreement, a

copy of which accompanies this Manual at Attachment III-A. If the Wi-Fi Alliance accepts the company's application, it will provide the necessary graphics files for the Mark together with a copy of the Wi-Fi ZONE License Agreement and this Manual.

(d) **Compliance with Usage Requirements for the Mark.** The usage requirements for the Mark consist of the company's agreement to the terms and conditions of the Wi-Fi ZONE License Agreement and the company's compliance with the requirements of that agreement and this Manual.

(e) **Use of Application Information.** The Wi-Fi Alliance will use the information gathered in the application process to build a list of Wi-Fi ZONE service providers and locations. This information will be published.

3. **Authorized Users.** Only the company that the Wi-Fi Alliance has approved for participation in the Wi-Fi ZONE program may use the Mark, except that a participating company may authorize a third party to apply the Mark on its behalf on materials that are approved for use by the participating company under this Manual. No other users are authorized. Without limitation, a participating company may not "pass through" Mark usage rights to any subsidiary, affiliate, franchisee, or any other person or entity.

4. **Mark Usage Requirements.**

(a) **Formal Requirements.** A participating company shall comply with the following requirements regarding form in its use of the Mark:

(i) The participating company shall not alter, cut apart, separate, or otherwise distort the Mark in perspective or appearance.

(ii) The participating company shall present the Mark in a manner in which it stands alone. The Mark shall not be combined with or incorporated into other words, phrases, or designs.

(iii) The participating company shall not translate the Mark into other languages, even if it is using the Mark in countries outside of the United States.

(iv) The presentation of the Mark shall comply with the graphics usage guidelines described in the Appendix beginning at page 4.

(b) **Proper Usage.**

(i) The Mark may be used in electronic and print advertisements and other promotional material pertaining to the services, provided that such usage unambiguously connects the Mark to the services.

(ii) The Mark may be used at the premises where the services are provided. This can be in the form of a graphic on a sign, banner, placard or other similar promotional item to identify the availability of the service.

(iii) The participating Company may use the Mark in a configuration in which the Mark appears in proximity to its logo, provided that it is done in a manner that identifies the participating company as the source of the certified services and provided further that the usage does not occur in such a manner or context as to imply affiliation with or a specific Wi-Fi Alliance endorsement of the participating company, its products or its services.

(c) **Prohibited Uses.**

- (i) The Mark may not be used in association with the member's name or logo to identify affiliation with the Wi-Fi Alliance.
- (ii) The Mark may not be used on or with any electronic equipment.
- (iii) The Mark may not be used in proximity to any electronic equipment, including, without limitation, on the equipment, on packaging for the equipment, in proximity to the equipment on displays, or in advertisements for the equipment.
- (iv) The Mark may not be used in any manner that would imply Wi-Fi Alliance endorsement of a specific company, its products, or its services.
- (v) The Mark may never be used in a manner that would disparage the Wi-Fi Alliance.

5. **Notice.** The participating company shall use the following notice conventions with the Mark:

- (a) The Mark is not yet registered. Members shall therefore include the notice "™" to the upper right of the design to identify it as an unregistered mark of the Wi-Fi Alliance.
- (b) In text material relating to a Mark, the statement, "The 'Wi-Fi ZONE' logo is a certification mark of the Wi-Fi Alliance" may be used in addition to the appropriate notice symbol to indicate that the Wi-Fi Alliance owns the Mark. The statement should be placed where normal explanatory information is found (e.g., the bottom of an advertisement or poster, the bottom of the relevant page in a manual or brochure, or on the product packaging).

6. **Related Use of "Wi-Fi Zone" Word Mark.**

- (a) A company that the Wi-Fi Alliance has certified under the Wi-Fi Zone program may use the word mark "Wi-Fi ZONE" in association with the certified public access services that it is providing. Such usage is not intended to be a substitute for usage of the Mark, which is the principal certification mark under the Wi-Fi Zone program. The participating company may not use the word mark in a manner that is inconsistent with the usage requirements outlined in this Manual.
- (b) For further information concerning word mark usage, including formal requirements and notice requirements, the participating company is directed to Part VI of the Wi-Fi Alliance Mark Usage Manual, "Wi-Fi" and Related Word Marks."

7. **Usage Violations.**

- (a) If the Wi-Fi Alliance becomes aware of a violation of the Manual, it may take any of the following actions:
  - (i) The offending party will be contacted in writing or by telephone.
  - (ii) A reasonable amount of time, as determined by the Wi-Fi Alliance in its sole discretion, will be given to correct noncompliance.
  - (iii) If the offending party fails to correct the noncompliance, the Wi-Fi Alliance may suspend or terminate the offending party's membership, if it is a member, and/or bring legal action, as the Wi-Fi Alliance determines to be appropriate under the circumstances.

(b) No delay or failure by the Wi-Fi Alliance to take one of the foregoing actions shall be construed as a waiver by the Wi-Fi Alliance of its enforcement rights or acceptance by the Wi-Fi Alliance of noncompliance.

## Appendix

### Graphics Guidelines for the Mark

The following describes the graphical guidelines for the Wi-Fi ZONE logo.

#### Usage Guidelines for the Wi-Fi ZONE Logo

The guidelines outlined in this document provide the basic information needed for using the Marks in all printed and on-screen materials. This logo represents an innovative technology, and with careful implementation, will help build its recognition.

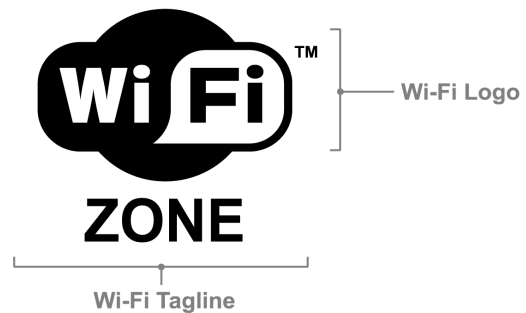
##### 1. Logo Elements

The Wi-Fi ZONE logo visually symbolizes the concepts of wireless technology, speed and communication. Please do not alter any of the elements in the Wi-Fi ZONE logo. Always use the logos as provided electronically and do not attempt to change the configuration or proportion of any artwork.

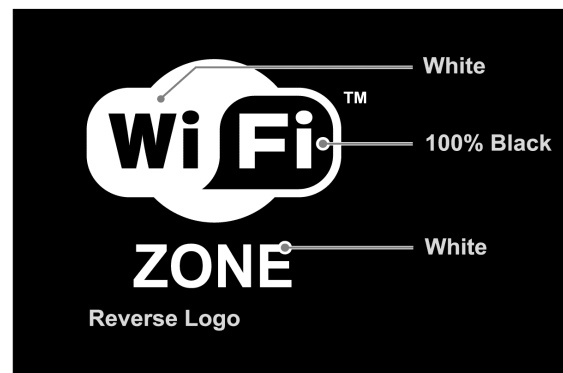
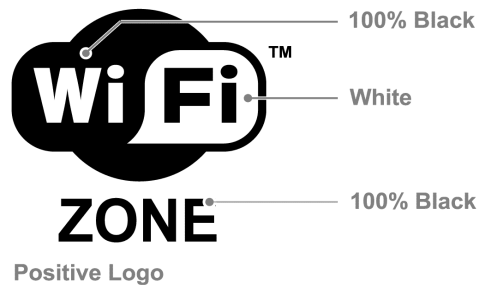
##### 2. Wi-Fi Color

Due to the variety of production means for potential applications of the Wi-Fi ZONE logo, the color has been kept very simple. The Wi-Fi ZONE logo is 100% black and white as shown at right. The logo artwork is available in two color configurations depending upon whether you are featuring it in a positive or reverse application.

##### 1. Logo Elements



##### 2. Wi-Fi Color

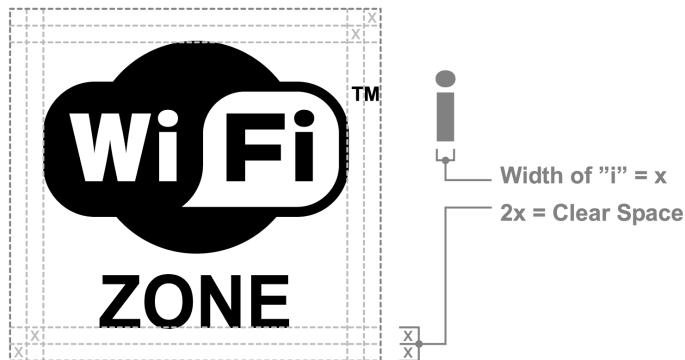


### 3. Recommended Clear Space

While it is not always possible to control the location and size of an area in which the Wi-Fi ZONE logo is applied, please use the following clear space recommendation whenever possible.

Clear space is the area surrounding the Wi-Fi ZONE logo that should be kept free of other logos, graphics or text. This rule also applies when placing the logo near the edge of a surface. Minimum clear space equals 2x where "x" is defined by the width of the "i" in the logo as shown at right. Allowing additional clear space is always preferred.

### 3. Clear Space



### 4. Preferred Minimum Size Guidelines

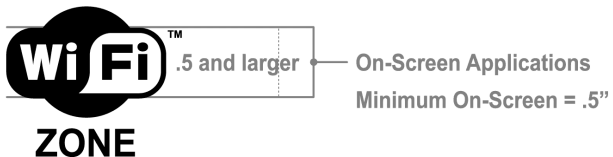
Due to the variance in resolution between printed materials and web applications, two minimum size standards have been developed to preserve the integrity of the Wi-Fi ZONE logo.

The following minimum size standards should serve as recommendations to follow whenever possible.

When the Wi-Fi ZONE logo appears in printed applications, the preferred minimum size standard is .25" and larger, however, displaying the logo at a larger size is always preferable.

On-screen resolution is low, therefore the minimum size standard is larger than that of the printed standard. In applications which display the Wi-Fi ZONE logo on-screen, the preferred minimum size standard is .5" and larger.

### 4. Minimum Size Standards





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## Wi-Fi Alliance

### Mark Usage Manual

### Part IV

#### Special Promotion of Wi-Fi ZONE Program by Wi-Fi Alliance Members

**Summary:** The Wi-Fi Alliance operates the Wi-Fi ZONE program as a certification program for public wireless Internet access services that participants in the Wi-Fi ZONE program provide using Wi-Fi CERTIFIED equipment. Participation in the program is based upon the enrollment and satisfaction of the certification criteria that the program requires. A Wi-Fi Alliance member may participate in the program under the same terms and conditions that apply to all other members.

As a general rule, only participants in the Wi-Fi ZONE program who have certified their services under the program may use the Wi-Fi ZONE logo. In addition, members of the Wi-Fi Alliance may use the Wi-Fi ZONE logo for a limited time in special promotions for the Wi-Fi ZONE program, provided that they comply with the requirements described in this manual.



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# Special Promotion of Wi-Fi ZONE Program by Wi-Fi Alliance Members

1. **Introduction.** The Wi-Fi Alliance developed the Wi-Fi ZONE program as a certification program for service providers who use Wi-Fi CERTIFIED equipment in providing wireless Internet access in public locations. Participation in the program is unrelated to membership in the Wi-Fi Alliance. Both members and non-members may participate, provided that they satisfy the participation requirements for the program, as outlined at [www.wi-fizone.org](http://www.wi-fizone.org).



As a general rule, members who are not enrolled participants in the Wi-Fi ZONE program may not use the "Wi-Fi ZONE" logo, depicted to the right (the "Mark"). However, the Wi-Fi Alliance does permit members to use the Mark in certain promotional activities in which the member wishes to promote the Wi-Fi ZONE program. This manual ("Manual") outlines the requirements for member usage of the Mark.

2. **Prerequisites for Use of the Mark.** In order to use the Mark, a company must be a member in good standing of the Wi-Fi Alliance and the promotional activities with which the Member proposes to use the Mark must satisfy the program requirements outlined below. In addition, the company must comply with the usage requirements for the Mark described in this Manual.

(a) **Membership in Good Standing.** To be a member in good standing, (i) the company must have completed an application for membership and have been admitted as a member, (ii) the company must have paid all dues and assessments that it is obligated to pay under the Wi-Fi Alliance's Articles of Incorporation and Bylaws, as well as under any other agreement that the company may have with the Wi-Fi Alliance, (iii) the company's membership status cannot be under suspension, and (iv) the company's membership status cannot have been terminated. If the company is a "Registered Member Affiliate," as defined in Section 4 below, all of the foregoing requirements apply both to the Registered Member Affiliate and to its parent company through which it derives its membership rights.

(b) **Special Promotional Program Requirements.** The member's proposed usage of the Mark must relate to a special promotion that the member is putting on. The program must satisfy the following requirements:

(i) The program must have as one of its purposes the promotion of public wireless Internet access in general and the Wi-Fi ZONE program in particular.

(ii) The program cannot be open ended. It must have a specific duration at the conclusion of which the member's rights to use the Mark terminate. There is no fixed rule that prescribes what that duration shall be. However, the duration shall be for a reasonable period and a duration of less than a year is presumptively reasonable.

(iii) The member cannot provide services of the sort that would make it eligible to participate in the Wi-Fi ZONE program. If the member is eligible to participate in the Wi-Fi ZONE program, it may only gain the right to use the Mark by enrolling and participating in the Wi-Fi ZONE program.

(iv) The member must submit to the Wi-Fi Alliance Marketing Director specimens of all materials bearing the Mark that it proposes to use in the promotional program

and may not commence its use the Mark on any such materials until it has received written authorization to use the Mark in those materials.

(c) **Compliance with Usage Requirements for the Mark.** The usage requirements for the Mark consist of the member's agreement to the terms and conditions of the Mark License Agreement, a copy of which accompanies this Manual at Attachment IV-A, and the member's compliance with the requirements of this Manual.

3. **Obtaining the Mark; Agreement to License Terms.** A member may obtain the graphics files for the Mark by contacting the Wi-Fi Alliance and requesting them for use in connection with a special promotion, as described above. Use of the graphics files obtained in this manner constitutes the member's agreement to the terms in the Mark License Agreement at Attachment IV-A.

4. **Authorized Users.** Only a member or a "Registered Member Affiliate" may use the Mark for the purposes described in this Manual. A "Registered Member Affiliate" is an affiliate of the member that the member has identified and formally registered through the Wi-Fi Alliance's membership process. A member and a Registered Member Affiliate may authorize a third party to apply the mark on its behalf on materials that the Wi-Fi Alliance has approved in accordance with the procedure described in Section 2(b)(iv) above. No other users are authorized. Without limitation, neither a member nor a Registered Member Affiliate may "pass through" Mark usage rights to an unregistered subsidiary or affiliate, an OEM, a distributor, a reseller, a dealer, or any other person or entity.

5. **Mark Usage Requirements.**

(a) **Formal Requirements.** A member shall comply with the following requirements regarding form in its use of the Mark:

(i) The member shall not alter, cut apart, separate, or otherwise distort the Mark in perspective or appearance.

(ii) The member shall present the Mark in a manner in which it stands alone. The Mark shall not be combined with or incorporated into other words, phrases, or designs.

(iii) The member shall not translate the Mark into other languages, even if the member is using the Mark in countries outside of the United States.

(iv) The presentation of the Certification Mark shall comply with the graphics usage guidelines described in the Appendix beginning at page 4.

(b) **Proper Usage.**

(i) Subject to the formal usage requirements described in Section 5(a), the Mark may be used to promote the Wi-Fi ZONE program. Promotion of the Wi-Fi ZONE program includes use of the Mark in advertising materials promoting the existence of the Wi-Fi ZONE certification program and the benefits of that program to users of public-access Internet services.

(ii) The Mark may be used at the premises where the services are provided, provided that the member *is not* the service provider and provided further, that the service provider at the location is a participant in the Wi-Fi ZONE program.

(iii) The member may use the Mark in a configuration in which the Mark appears in proximity to the member's logo, provided that the usage does not occur in such a

manner or context as to imply a specific Wi-Fi Alliance endorsement of the member, its products or services.

(c) **Prohibited Uses.**

(i) The Mark may not be used in association with the member's name or logo to identify affiliation with the Wi-Fi Alliance.

(ii) The Mark may not be used on or with any electronic equipment.

(iii) The Mark may not be used in proximity to any electronic equipment, including, without limitation, on the equipment, on packaging for the equipment, in proximity to the equipment on displays, or in advertisements for the equipment.

(iv) The Mark may not be used in any manner that would imply Wi-Fi Alliance endorsement of a specific company, its products, or its services.

(v) The Mark may never be used in a manner that would disparage the Wi-Fi Alliance.

6. **Notice.** The member shall use the following notice conventions with the Mark:

(a) The Mark is not yet registered. Members shall therefore include the notice "TM" to the upper right of the design to identify it as an unregistered mark of the Wi-Fi Alliance.

(b) In text material relating to a Mark, the statement, "The 'Wi-Fi ZONE' logo is a certification mark of the Wi-Fi Alliance" may be used in addition to the appropriate notice symbol to indicate that the Wi-Fi Alliance owns the Mark. The statement should be placed where normal explanatory information is found (e.g., the bottom of an advertisement or poster, the bottom of the relevant page in a manual or brochure, or on the product packaging).

7. **Related Use of "Wi-Fi Zone" Word Mark.**

(a) A member that is engaged in a special promotion of the Wi-Fi Zone program as described in this Manual may use the word mark "Wi-Fi ZONE" in association with those promotional activities. The member may not use the word mark in a manner that is inconsistent with the usage requirements outlined in this Manual.

(b) For further information concerning word mark usage, including formal requirements and notice requirements, the participating company is directed to Part VI of the Wi-Fi Alliance Mark Usage Manual, "Wi-Fi" and Related Word Marks."

8. **Usage Violations.**

(a) If the Wi-Fi Alliance becomes aware of a violation of the Manual, it may take any of the following actions:

(i) The offending party will be contacted in writing or by telephone.

(ii) A reasonable amount of time, as determined by the Wi-Fi Alliance in its sole discretion, will be given to correct noncompliance.

(iii) If the offending party fails to correct the noncompliance, the Wi-Fi Alliance may suspend or terminate the offending party's membership and/or bring legal action, as the Wi-Fi Alliance determines to be appropriate under the circumstances.

(b) No delay or failure by the Wi-Fi Alliance to take one of the foregoing actions shall be construed as a waiver by the Wi-Fi Alliance of its enforcement rights or acceptance by the Wi-Fi Alliance of noncompliance.

## Appendix

### Graphics Guidelines for the Mark

The following describes the graphical guidelines for the Wi-Fi ZONE logo.

#### Usage Guidelines for the Wi-Fi ZONE Logo

The guidelines outlined in this document provide the basic information needed for using the Marks in all printed and on-screen materials. This logo represents an innovative technology, and with careful implementation, will help build its recognition.

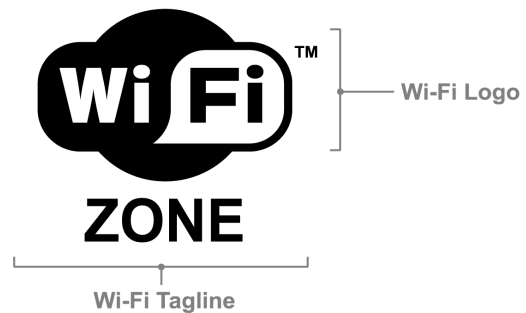
##### 1. Logo Elements

The Wi-Fi ZONE logo visually symbolizes the concepts of wireless technology, speed and communication. Please do not alter any of the elements in the Wi-Fi ZONE logo. Always use the logos as provided electronically and do not attempt to change the configuration or proportion of any artwork.

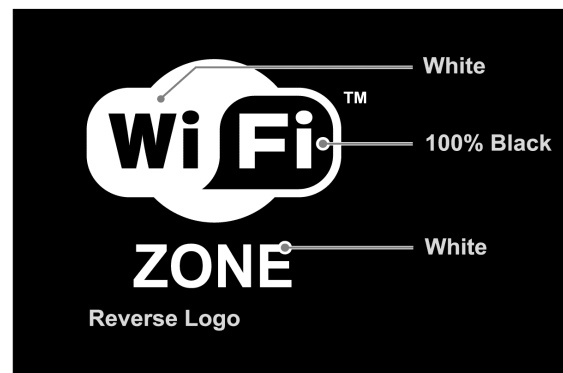
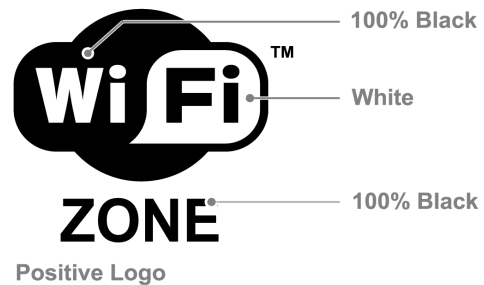
##### 2. Wi-Fi Color

Due to the variety of production means for potential applications of the Wi-Fi ZONE logo, the color has been kept very simple. The Wi-Fi ZONE logo is 100% black and white as shown at right. The logo artwork is available in two color configurations depending upon whether you are featuring it in a positive or reverse application.

##### 1. Logo Elements



##### 2. Wi-Fi Color

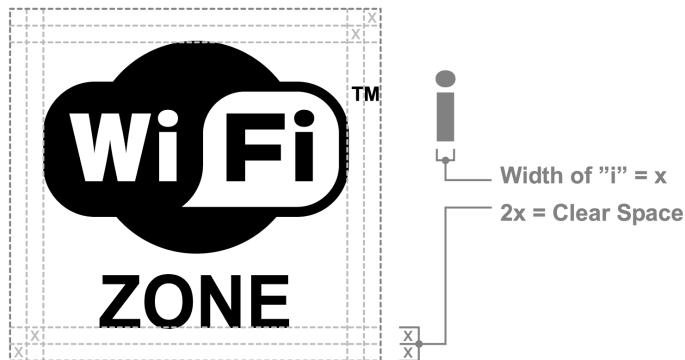


### 3. Recommended Clear Space

While it is not always possible to control the location and size of an area in which the Wi-Fi ZONE logo is applied, please use the following clear space recommendation whenever possible.

Clear space is the area surrounding the Wi-Fi ZONE logo that should be kept free of other logos, graphics or text. This rule also applies when placing the logo near the edge of a surface. Minimum clear space equals 2x where "x" is defined by the width of the "i" in the logo as shown at right. Allowing additional clear space is always preferred.

### 3. Clear Space



### 4. Preferred Minimum Size Guidelines

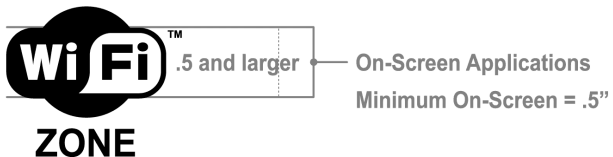
Due to the variance in resolution between printed materials and web applications, two minimum size standards have been developed to preserve the integrity of the Wi-Fi ZONE logo.

The following minimum size standards should serve as recommendations to follow whenever possible.

When the Wi-Fi ZONE logo appears in printed applications, the preferred minimum size standard is .25" and larger, however, displaying the logo at a larger size is always preferable.

On-screen resolution is low, therefore the minimum size standard is larger than that of the printed standard. In applications which display the Wi-Fi ZONE logo on-screen, the preferred minimum size standard is .5" and larger.

### 4. Minimum Size Standards





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# Wi-Fi Alliance

## Mark Usage Manual

### Part V

#### Use of Wi-Fi ZONE Logo in PowerPoint Presentations

**Summary:** The Wi-Fi Alliance operates the Wi-Fi ZONE program as a certification program for public wireless Internet access services that participants in the Wi-Fi ZONE program provide using Wi-Fi CERTIFIED equipment. Participation in the program is based upon the enrollment and satisfaction of the certification criteria that the program requires. A Wi-Fi Alliance member may participate in the program under the same terms and conditions that apply to all other members.

As a general rule, only participants in the Wi-Fi ZONE program who have certified their services under the program may use the Wi-Fi ZONE logo. In addition, members of the Wi-Fi Alliance may use the Wi-Fi ZONE in PowerPoint presentations promoting the program, provided that they comply with the requirements described in this manual.



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# Use by Wi-Fi Alliance Members of Wi-Fi ZONE Logo in PowerPoint Presentations

1. **Introduction.** The Wi-Fi Alliance developed the Wi-Fi ZONE program as a certification program for service providers who use Wi-Fi CERTIFIED equipment in providing wireless Internet access in public locations. Participation in the program is unrelated to membership in the Wi-Fi Alliance. Both members and non-members may participate, provided that they satisfy the participation requirements for the program, as outlined at [www.wi-fizone.org](http://www.wi-fizone.org).



As a general rule, members who are not enrolled participants in the Wi-Fi ZONE program may not use the "Wi-Fi ZONE" logo, depicted to the right (the "Mark"). However, the Wi-Fi Alliance does permit members to use the Mark in PowerPoint presentations in which the member is promoting the Wi-Fi ZONE program. This manual ("Manual") outlines the requirements for member usage of the Mark for this purpose.

2. **Prerequisites for Use of the Mark.** In order to use the Mark, a company must be a member in good standing of the Wi-Fi Alliance and the promotional activities with which the Member proposes to use the Mark must satisfy the requirements outlined below. In addition, the company must comply with the usage requirements for the Mark described in this Manual.

(a) **Membership in Good Standing.** To be a member in good standing, (i) the company must have completed an application for membership and have been admitted as a member, (ii) the company must have paid all dues and assessments that it is obligated to pay under the Wi-Fi Alliance's Articles of Incorporation and Bylaws, as well as under any other agreement that the company may have with the Wi-Fi Alliance, (iii) the company's membership status cannot be under suspension, and (iv) the company's membership status cannot have been terminated. If the company is a "Registered Member Affiliate," as defined in Section 4 below, all of the foregoing requirements apply both to the Registered Member Affiliate and to its parent company through which it derives its membership rights.

(b) **Promotion of the Wi-Fi ZONE Program.** The use of the Mark must be for the purpose of promoting the Wi-Fi ZONE program.

(c) **No Provision of Wireless Internet Services.** The member cannot provide services of the sort that would make it eligible to participate in the Wi-Fi ZONE program. If the member is eligible to participate in the Wi-Fi ZONE program, it may only gain the right to use the Mark by enrolling and participating in the Wi-Fi ZONE program.

(d) **Compliance with Usage Requirements for the Mark.** The member's use of the Mark must comply with the requirements of this Manual.

3. **Obtaining the Mark; Agreement to License Terms.** A member may obtain the graphics files for the Mark by contacting the Wi-Fi Alliance and requesting them for use in PowerPoint presentations for the purposes described in this Manual.

4. **Authorized Users.** Only a member or a "Registered Member Affiliate" may use the Mark for the purposes described in this Manual. A "Registered Member Affiliate" is an affiliate of the member that the member has identified and formally registered through the Wi-Fi Alliance's membership process. No other users are authorized. Without limitation, neither a member nor a

Registered Member Affiliate may “pass through” Mark usage rights to an unregistered subsidiary or affiliate, an OEM, a distributor, a reseller, a dealer, or any other person or entity.

5. **Mark Usage Requirements.**

(a) **Formal Requirements.** A member shall comply with the following requirements regarding form in its use of the Mark:

(i) The member shall not alter, cut apart, separate, or otherwise distort the Mark in perspective or appearance.

(ii) The member shall present the Mark in a manner in which it stands alone. The Mark shall not be combined with or incorporated into other words, phrases, or designs.

(iii) The member shall not translate the Mark into other languages, even if the member is using the Mark in countries outside of the United States.

(iv) The presentation of the Certification Mark shall comply with the graphics usage guidelines described in the Appendix beginning at page 4.

(b) **Proper Usage.** Subject to the formal usage requirements described in Section 5(a), the Mark may be used in PowerPoint presentations to promote the Wi-Fi ZONE program. Promotion of the Wi-Fi ZONE program includes use of the Mark to promote the existence of the Wi-Fi ZONE certification program and the benefits of that program to users of public-access Internet services.

(c) **Prohibited Uses.** The Mark may not be used in any manner or for any purpose other than for the promotion of the Wi-Fi ZONE program through PowerPoint presentations. Without limitation, the member shall not do any of the following:

(i) Use the Mark in association with the member’s name or logo to identify affiliation with the Wi-Fi Alliance.

(ii) Use the Mark on or with any electronic equipment.

(iii) Use the Mark in proximity to any electronic equipment, including, without limitation, on the equipment, on packaging for the equipment, in proximity to the equipment on displays, or in advertisements for the equipment.

(iv) Use the Mark in any manner that would imply Wi-Fi Alliance endorsement of a specific company, its products, or its services.

(v) Use the Mark in a manner that would disparage the Wi-Fi Alliance.

6. **Notice.** The member shall use the following notice conventions with the Mark:

(a) The Mark is not yet registered. Members shall therefore include the notice “™” to the upper right of the design to identify it as an unregistered mark of the Wi-Fi Alliance.

(b) In text material relating to a Mark, the statement, “The ‘Wi-Fi ZONE’ logo is a certification mark of the Wi-Fi Alliance” may be used in addition to the appropriate notice symbol to indicate that the Wi-Fi Alliance owns the Mark. The statement should be placed where normal explanatory information is found (e.g., the bottom of an advertisement or poster, the bottom of the relevant page in a manual or brochure, or on the product packaging).

7. **Related Use of “Wi-Fi Zone” Word Mark.**

(a) A member that is engaged in a special promotion of the Wi-Fi Zone program as described in this Manual may use the word mark “Wi-Fi ZONE” in association with those promotional activities. The member may not use the word mark in a manner that is inconsistent with the usage requirements outlined in this Manual.

(b) For further information concerning word mark usage, including formal requirements and notice requirements, the participating company is directed to Part VI of the Wi-Fi Alliance Mark Usage Manual, “Wi-Fi” and Related Word Marks.”

8. **Usage Violations.**

(a) If the Wi-Fi Alliance becomes aware of a violation of the Manual, it may take any of the following actions:

(i) The offending party will be contacted in writing or by telephone.

(ii) A reasonable amount of time, as determined by the Wi-Fi Alliance in its sole discretion, will be given to correct noncompliance.

(iii) If the offending party fails to correct the noncompliance, the Wi-Fi Alliance may suspend or terminate the offending party’s membership and/or bring legal action, as the Wi-Fi Alliance determines to be appropriate under the circumstances.

(b) No delay or failure by the Wi-Fi Alliance to take one of the foregoing actions shall be construed as a waiver by the Wi-Fi Alliance of its enforcement rights or acceptance by the Wi-Fi Alliance of noncompliance.

## Appendix Graphics Guidelines for the Mark

The following describes the graphical guidelines for the Wi-Fi ZONE logo.

### Usage Guidelines for the Wi-Fi ZONE Logo

The guidelines outlined in this document provide the basic information needed for using the Marks in all printed and on-screen materials. This logo represents an innovative technology, and with careful implementation, will help build its recognition.

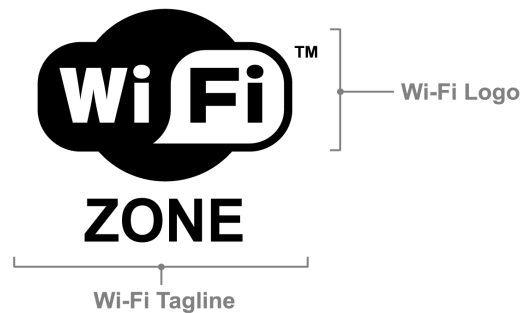
#### 1. Logo Elements

The Wi-Fi ZONE logo visually symbolizes the concepts of wireless technology, speed and communication. Please do not alter any of the elements in the Wi-Fi ZONE logo. Always use the logos as provided electronically and do not attempt to change the configuration or proportion of any artwork.

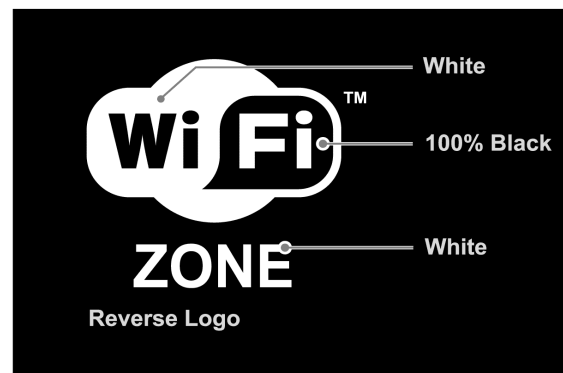
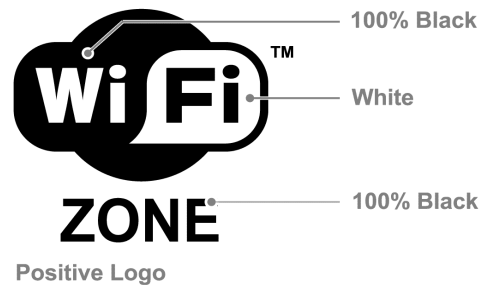
#### 2. Wi-Fi Color

Due to the variety of production means for potential applications of the Wi-Fi ZONE logo, the color has been kept very simple. The Wi-Fi ZONE logo is 100% black and white as shown at right. The logo artwork is available in two color configurations depending upon whether you are featuring it in a positive or reverse application.

#### 1. Logo Elements



#### 2. Wi-Fi Color

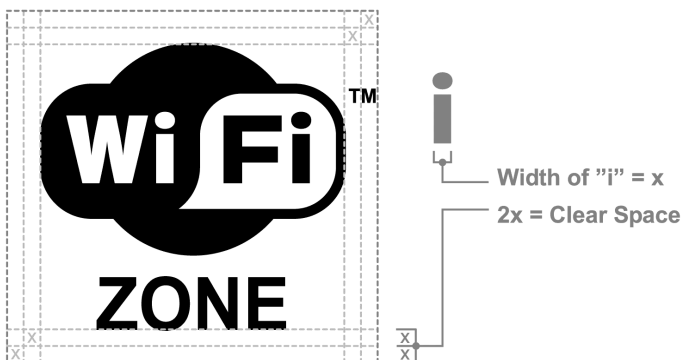


### 3. Recommended Clear Space

While it is not always possible to control the location and size of an area in which the Wi-Fi ZONE logo is applied, please use the following clear space recommendation whenever possible.

Clear space is the area surrounding the Wi-Fi ZONE logo that should be kept free of other logos, graphics or text. This rule also applies when placing the logo near the edge of a surface. Minimum clear space equals 2x where “x” is defined by the width of the “i” in the logo as shown at right. Allowing additional clear space is always preferred.

### 3. Clear Space



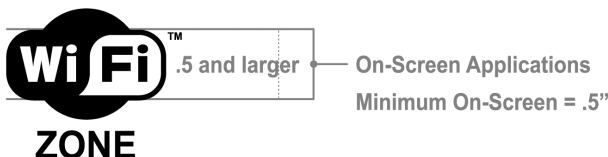
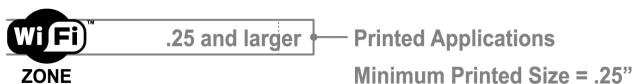
### 4. Preferred Minimum Size Guidelines

Due to the variance in resolution between printed materials and web applications, two minimum size standards have been developed to preserve the integrity of the Wi-Fi ZONE logo. The following minimum size standards should serve as recommendations to follow whenever possible.

When the Wi-Fi ZONE logo appears in printed applications, the preferred minimum size standard is .25" and larger, however, displaying the logo at a larger size is always preferable.

On-screen resolution is low, therefore the minimum size standard is larger than that of the printed standard. In applications which display the Wi-Fi ZONE logo on-screen, the preferred minimum size standard is .5" and larger.

### 4. Minimum Size Standards





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# **Wi-Fi Alliance**

## **Mark Usage Manual**

### **Part VI**

"Wi-Fi" and Related Word Marks

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## “Wi-Fi” and Related Word Marks

1. **Introduction.** In 1999, the Wi-Fi Alliance created the mark “Wi-Fi” for use as a certification mark in certain contexts. The Wi-Fi Alliance has devoted significant resources to obtaining registrations for this mark both in the United States and other countries and in protecting the mark against inappropriate and unauthorized use. The Wi-Fi Alliance has also devoted and continues to devote significant time, energy and resources to the development and operation of its certification programs for products and services.

The Wi-Fi Alliance owns several word marks in the U.S. and other countries (collectively, the “Marks”), which are listed below, along with the appropriate trademark notice symbol, as of July 15, 2003:

TRADEMARK	SYMBOL
Wi-Fi	®
Wi-Fi CERTIFIED	TM
Wi-Fi Protected Access	TM
Wi-Fi ZONE	TM

The Wi-Fi Alliance also owns several logos. These are discussed in separate documents that are directed to licensees of those marks. A company’s trademark, service mark or certification mark can be the most valuable asset a company owns. As such, it must be protected.

2. **Mark Usage Requirements.** The following are the usage requirements for the Marks:

(a) **Formal Requirements.**

(i) **Always Use the Marks in Initial Caps.** The Marks should always be used with a capital “W,” lower case “i,” a hyphen, capital “F” and lowercase “i.” The Marks may be used in any font that is capable of differentiating between uppercase and lowercase characters.

(ii) **Do Not Alter the Marks.** When using the Marks, never vary the spelling, add or remove hyphens, make one word two, or use a possessive or plural form of the Marks.

(b) **Proper Usage: Always Use the Marks as Proper Adjectives.** A trademark is an adjective and should not be used as a verb or noun or in the possessive or plural forms. Every Mark should have a “product or service descriptor” (i.e. a noun) that follows the trademark.

**Example:** Wi-Fi CERTIFIED™ wireless LAN card manufactured by...

(c) **Prohibited Uses.** The following are uses of the Marks that are specifically prohibited:

(i) **No Use as a Certification Mark Without Executed License Agreement.** Neither a Mark nor any combination of that Mark with any other word, design or other element may be used as a certification mark unless the user has entered into a written agreement with the Wi-Fi Alliance permitting that usage.



(ii) **No Use if Likely to Cause Confusion Regarding Certification Status.**

Neither a Mark nor any combination of that Mark with any other word, design or other element may be used in a manner that would weaken the strength and value of any Wi-Fi Alliance certification mark by creating confusion regarding its significance.

The Marks may not be used in conjunction with any word or phrase that could lead the public to believe that a non-certified product or service has been certified. Examples of phrases that may only be applied to certified products include, but are not limited to "Wi-Fi CERTIFIED," "Wi-Fi Certified," "Wi-Fi approved," "Wi-Fi interoperable," "Wi-Fi compatible," "compatible with Wi-Fi," "Wi-Fi compliant," "complies with the Wi-Fi standard" and "complies with the Wi-Fi specification."

The Marks may not be used in a context, such as in the phrase "Wi-Fi certifiable," that implies that a product or product component will or may successfully pass certification testing in the future or that a product component, when combined with other components or products, will result in a product that will or may successfully pass certification testing in the future.

(iii) **No Use as Indicator of Affiliation or Endorsement.**

Neither the Marks nor any combination of the Marks with any other word, design or other element may be used in a manner that would imply that the user is affiliated with the Wi-Fi Alliance or that the Wi-Fi Alliance endorses a specific company, its products or its services.

(iv) **No Disparagement.**

Neither the Marks nor any combination of the Marks with any other word, design or other element may be used in a manner that would disparage the Wi-Fi Alliance.

3. **Notice and Ownership Attribution.** The following notice and attribution conventions should be used with the Mark:

- (a) **Notice.** A word mark which has not been registered with the United States Patent and Trademark Office ("USPTO"), should bear the ™ symbol. A word mark that has been registered with the USPTO should bear the ® symbol. These symbols provide notice that the Wi-Fi Alliance is asserting trademark rights in the particular word mark.

Trademark notice symbols (® or ™) should be used with the first and most prominent usage of the Mark and again in the first appearance in the body of copy. Wherever possible, trademark notice symbols should be superscripted after word marks. Once a Mark is correctly attributed on a document or Web page, it is not necessary to mark subsequent appearances of the trademark in the same piece.

Please note that "Wi-Fi" bears the registration notice ("Wi-Fi®") when standing on its own but not when combined to create the other Marks listed above: "Wi-Fi CERTIFIED™," "Wi-Fi Protected Access™" and "Wi-Fi ZONE™."

- (b) **Ownership Attribution.** It is the Wi-Fi Alliance's policy that users of all of its word marks and logos, including the Marks, will correctly attribute Wi-Fi Alliance ownership of the Marks by placing the information in a footnote as follows:

**Example:** "\_\_\_\_\_ is a certification mark [or a registered certification mark] of the Wi-Fi Alliance."

The blank space should be a list of all the Marks appearing in that particular piece. Footnotes should always be complete sentences, and ordinarily appear on the copyright page, on the last page of the material, or on packaging.

**Example:** “Wi-Fi” is a registered certification mark of the Wi-Fi Alliance.”

4. **Usage Violations.**

(a) If the Wi-Fi Alliance becomes aware of a violation of the Manual, it may take any of the following actions:

(i) The offending party will be contacted in writing or by telephone.

(ii) A reasonable amount of time, as determined by the Wi-Fi Alliance in its sole discretion, will be given to correct noncompliance.

(iii) If the offending party fails to correct the noncompliance, the Wi-Fi Alliance may suspend or terminate the offending party's membership, if the offending party is a member, and/or bring legal action, as the Wi-Fi Alliance determines to be appropriate under the circumstances.

(b) No delay or failure by the Wi-Fi Alliance to take one of the foregoing actions shall be construed as a waiver by the Wi-Fi Alliance of its enforcement rights or acceptance by the Wi-Fi Alliance of noncompliance.



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## Wi-Fi Alliance

### Mark Usage Manual

#### Part VII

### Use of Wi-Fi ZONE Logo in Connection with the Wi-Fi ZONE™ Partner Program: Linking Agreements, Portal Agreements, and Database License Agreements

**Summary and Background:** The Wi-Fi ZONE Partner Program is a program that provides interested companies with access to the Wi-Fi Alliance's ZONE Finder™ Database through a Web site linking relationship, through integrated Web services that allow the company to operate a portal to the ZONE Finder Database on its own Web site, or, in limited instances, through a database licensing relationship in which the Partner receives a copy of the ZONE Finder Database to integrate into its own products and services. Participation in the Wi-Fi ZONE Partner Program includes a license to use the Wi-Fi ZONE logo in connection with the company's participation.

In order to participate in the Wi-Fi ZONE Partner Program, a company must meet the applicable participation requirements and be approved for participation by the Wi-Fi Alliance. Membership in the Wi-Fi Alliance is not required to participate in the Wi-Fi ZONE Partner Program.

The Wi-Fi ZONE Partner Program supports the Wi-Fi ZONE program, which the Wi-Fi Alliance operates as a certification program for public wireless Internet access services that are provided using Wi-Fi CERTIFIED™ equipment. The Wi-Fi Alliance strictly regulates the use of the Wi-Fi ZONE logo. As a general rule, the logo may only be used by participants in the Wi-Fi ZONE program in connection with certified services. However, the Wi-Fi ZONE Partner Program, which promotes the Wi-Fi ZONE program, is an important exception to this rule.



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# Use of Wi-Fi ZONE Logo in Connection with the Wi-Fi ZONE™ Partner Program: Linking Agreements, Portal Agreements, and Database License Agreements

1. **Introduction.** The Wi-Fi ZONE Partner Program (the “Partner Program”) is a program that provides interested companies with access to the Wi-Fi Alliance’s ZONE Finder™ Database through a Web site linking relationship, through integrated Web services that allow the company to operate a portal to the ZONE Finder Database on its own Web site, or, in limited instances, through a database licensing relationship in which the Partner receives a copy of the ZONE Finder Database to integrate into its own products and services. Participation in the Wi-Fi ZONE Partner Program includes a license to use the Wi-Fi ZONE logo depicted at right (the “Mark”) in connection with the company’s participation.



In order to participate in the Wi-Fi ZONE Partner Program, a company must meet the applicable participation requirements and be approved for participation by the Wi-Fi Alliance. Membership in the Wi-Fi Alliance is not required to participate in the Wi-Fi ZONE Partner Program.

The Wi-Fi ZONE Partner Program supports the Wi-Fi ZONE program, which Wi-Fi Alliance operates as a certification program for public wireless Internet access services that are provided using Wi-Fi CERTIFIED™ equipment. The Wi-Fi Alliance strictly regulates the use of the Mark. As a general rule, the Mark may only be used by participants in the Wi-Fi ZONE program in connection with public wireless Internet services that the Wi-Fi Alliance has certified under the program. However, the Wi-Fi ZONE Partner Program, which promotes the Wi-Fi ZONE program through its linking, portal, and database licensing activities, is an important exception to this rule. Depending on the specific participation level in the Partner Program, Partner Program participants may also use the Mark (i) to denote links from their Web site to the ZONE Finder page on the Wi-Fi ZONE Web site, located at [www.wi-fizone.org](http://www.wi-fizone.org) (the Wi-Fi ZONE Site), (ii) to identify ZONE Finder database Web services from their Web site, and (iii) to graphically identify Wi-Fi ZONE locations in connection with their licensed use of the ZONE-Finder Database. This manual (“Manual”) outlines the requirements for authorized usage of the Mark for these purposes. A company that is authorized to use the Mark under this Manual is referred to herein as a “Licensee.”

2. **Prerequisites for Use of the Mark.** In order to use the Mark, the Licensee must comply with all of the following requirements:

(a) **Eligibility.** The Licensee must satisfy the applicable Program eligibility criteria, as in effect from time to time, for the requested level of participation. The eligibility criteria for the Partner Program are posted on the Wi-Fi ZONE Site at [www.wi-fizone.org/ZONE\\_Partners/Portal\\_Requirements.asp](http://www.wi-fizone.org/ZONE_Partners/Portal_Requirements.asp).

(b) **Executed Agreement.** The Licensee must have executed one of the following agreements (each a “Base Agreement”) with the Wi-Fi Alliance:

(i) Wi-Fi ZONE Finder Linking Agreement;

- (ii) Wi-Fi ZONE Finder Portal Agreement; or
- (iii) Wi-Fi ZONE Finder Database License Agreement.

(c) **Promotion of the Wi-Fi ZONE Program.** The use of the Mark must be for the sole and exclusive purpose of promoting the Wi-Fi ZONE program through the activities described in the applicable Base Agreement:

- (i) Wi-Fi ZONE Finder Linking Agreement: Identifying the Link to the ZONE Finder Page;
- (ii) Wi-Fi ZONE Finder Portal Agreement: Identifying the Portal to the ZONE Finder database; or
- (iii) Wi-Fi ZONE Finder Database License Agreement: Identifying graphically ZONE Finder locations in connection with the use of the ZONE Finder data with Company Products (as defined in the agreement).

Any other use of the Mark requires the separate written authorization of the Wi-Fi Alliance.

(d) **No Provision of Local Public Wireless Internet Access Services.** The Licensee cannot provide services of the sort that would make it eligible to participate in the Wi-Fi ZONE program. If the Licensee is eligible to participate in the Wi-Fi ZONE program, it may only gain the right to use the Mark by enrolling and participating in the Wi-Fi ZONE program.

(e) **Compliance with Usage Requirements for the Mark.** The Licensee's use of the Mark must comply with the requirements of this Manual, including the special license terms on Appendix B.

3. **Obtaining the Mark.** Upon execution of a Base Agreement, the Wi-Fi Alliance will deliver to the Licensee appropriate graphics files of the Mark.

4. **Authorized Users.** Only the Licensee may use the Mark. The Licensee may not sublicense the Mark and may not transfer the license rights granted in the Base Agreement to any third party. Without limitation, affiliates of the Licensee must obtain separate authorization.

5. **Mark Usage Requirements.**

(a) **Formal Requirements.** The Licensee shall comply with the following requirements regarding form in its use of the Mark:

(i) The Licensee shall not alter, cut apart, separate, or otherwise distort the Mark in perspective or appearance.

(ii) The Licensee shall present the Mark in a manner in which it stands alone. The Mark shall not be combined with or incorporated into other words, phrases, or designs.

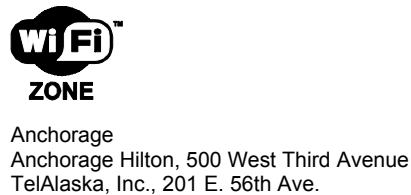
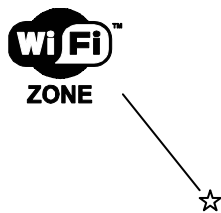
(iii) The only authorized language in which the Mark may be represented is English. The Licensee may use the Mark in a non-English environment but shall not translate the Mark into other languages.

(iv) Placement of the Mark shall be as follows:

(1) Wi-Fi ZONE Finder Linking Agreement: Licensees under the Wi-Fi ZONE Finder Linking Agreement shall position the Mark in place of or immediately above the hypertext link;

(2) Wi-Fi ZONE Finder Portal Agreement: For Licensees under the Wi-Fi ZONE Finder Portal Agreement, the recommended placement is centered immediately below the Portal interface. Licensees may, however, place the Mark in any position that is adjacent to the Portal interface. In all circumstances, the recommended spacing between the Portal interface and the Mark is one-half (0.5) to one (1.0) inch;

(3) Wi-Fi ZONE Finder Database License Agreement: Licensees under the Wi-Fi ZONE Finder Database License Agreement may identify a Wi-Fi ZONE location graphically on a map by placing the Mark on the Wi-Fi ZONE location itself; or adjacent to the location and connected with an unbroken line; or above or adjacent to explanatory text identifying the location. *(See Illustrations below.)*



(v) Except as otherwise expressly authorized by the Wi-Fi Alliance in writing and subject to the special rules for Licensees under the Database License Agreement, the presentation of the Mark shall comply with the graphics usage guidelines described in Appendix A beginning at page 6.

(b) **Linking to the Wi-Fi ZONE Web Site.**

(i) **Wi-Fi ZONE Finder Linking Agreement.** Each occurrence of the Mark shall include an invisible hypertext link that refers the visitor to the ZONE Finder Page or to [www.wi-fiZONE.org](http://www.wi-fiZONE.org) when the visitor clicks on the Mark.

(ii) **Wi-Fi ZONE Finder Portal Agreement.** Licensees under the Wi-Fi ZONE Finder Portal Agreement may use the Mark with an invisible hypertext link and appropriate accompanying explanatory text to refer Company Web Site visitors to the Portal Page. Every other occurrence of the Mark shall include an invisible hypertext link that refers the visitor to the ZONE Finder Page or to [www.wi-fiZONE.org](http://www.wi-fiZONE.org) when the visitor clicks on the Mark.

(c) **Proper Usage.** Subject to the formal usage requirements described in Section 5(a), the Mark may be used for the purposes stated in the applicable Base Agreement.

(d) **Prohibited Uses.** The Mark may not be used in any manner or for any purpose other than as provided in the Base Agreement and this Manual. Without limitation, the Licensee shall not do any of the following:

(i) Use the Mark in association with the Licensee's name or logo to identify affiliation with the Wi-Fi Alliance.

(ii) Use the Mark on or with any electronic equipment.

(iii) Use the Mark in proximity to any electronic equipment, including, without limitation, on the equipment, on packaging for the equipment, in proximity to the equipment on displays, or in advertisements for the equipment.

(iv) Use the Mark in any manner that would imply Wi-Fi Alliance endorsement of a specific company, its products, or its services.

(v) Use the Mark in a manner that would disparage the Wi-Fi Alliance.

6. **Notice.** The Licensee shall use the following notice conventions with the Mark and shall include a copyright notice as prescribed below:

(a) The Mark is not yet registered. Licensees shall therefore include the notice “™” to the upper right of the design to identify it as an unregistered mark of the Wi-Fi Alliance.

(b) In text materials relating to marks that the Licensee is using, the statement, “The ‘Wi-Fi ZONE’ logo is a certification mark of the Wi-Fi Alliance” shall be used in addition to the appropriate notice symbol to indicate that the Wi-Fi Alliance owns the Mark. The statement should be placed where normal explanatory information is found (e.g., the bottom of an advertisement or poster, the bottom of the relevant page in a manual or brochure, or on the product packaging).

(c) Copyright.

(i) Licensees under the Wi-Fi ZONE Finder Portal Agreement shall include on the Portal Page the following copyright notice: “Copyright 2002-2004 Wi-Fi Alliance. All rights reserved.”

(ii) Licensees under the Wi-Fi ZONE Finder Database License Agreement shall the following language as part of the materials provided with the Company Products: “The data relating to Wi-Fi ZONE locations and the ZONE Finder database are owned by the Wi-Fi Alliance and are protected by United States and international laws governing copyrights and other intellectual property rights.” If Licensee provides similar notices concerning its intellectual property rights, it shall include the foregoing prescribed notice with its notices. In all events, Licensee shall place this notice in a sufficiently prominent location to provide purchasers and users of the Company Products with reasonable notice of the Wi-Fi Alliance’s proprietary claims in data and the ZONE Finder Database.

7. **Related Use of “Wi-Fi ZONE” Word Mark.**

(a) A Licensee that is engaged in a special promotion of the Wi-Fi ZONE program as described in this Manual may use the word mark “Wi-Fi ZONE” in association with those promotional activities. The Licensee may not use the word mark in a manner that is inconsistent with the usage requirements outlined in this Manual.

(b) For further information concerning word mark usage, including formal requirements and notice requirements, the participating company is directed to Part VI of the Wi-Fi Alliance Mark Usage Manual, “Wi-Fi” and Related Word Marks.”

8. **Usage Violations.**

(a) If the Wi-Fi Alliance becomes aware of a violation of the Manual, it may take any of the following actions:



(i) The Wi-Fi Alliance may immediately terminate the Licensee's right to use the Mark.

(ii) In the Wi-Fi Alliances' sole discretion, the Wi-Fi Alliance may give the Licensee a reasonable period (as measured under the applicable Base Agreement) to correct noncompliance.

(iii) If the offending party fails to correct the noncompliance, the Wi-Fi Alliance may bring legal action, as the Wi-Fi Alliance determines to be appropriate under the circumstances.

(b) No delay or failure by the Wi-Fi Alliance to take one of the foregoing actions shall be construed as a waiver by the Wi-Fi Alliance of its enforcement rights or acceptance by the Wi-Fi Alliance of noncompliance.

## Appendix A

### Graphics Guidelines for the Mark

The following describes the graphical guidelines for the Wi-Fi ZONE logo.

#### Usage Guidelines for the Wi-Fi ZONE Logo

The guidelines outlined in this document provide the basic information needed for using the Marks in all printed and on-screen materials. This logo represents an innovative technology, and with careful implementation, will help build its recognition.

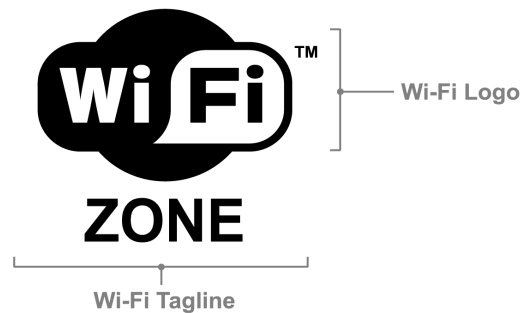
##### 1. Logo Elements

The Wi-Fi ZONE logo visually symbolizes the concepts of wireless technology, speed and communication. Please do not alter any of the elements in the Wi-Fi ZONE logo. Always use the logos as provided electronically and do not attempt to change the configuration or proportion of any artwork.

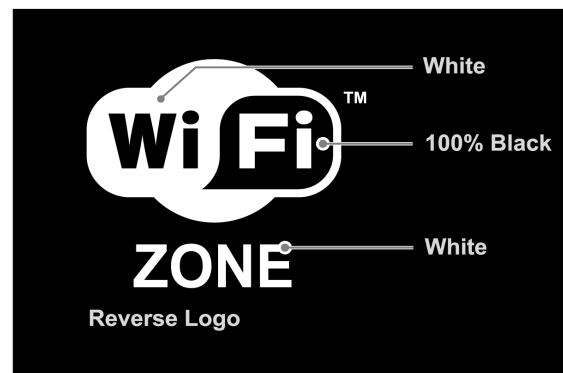
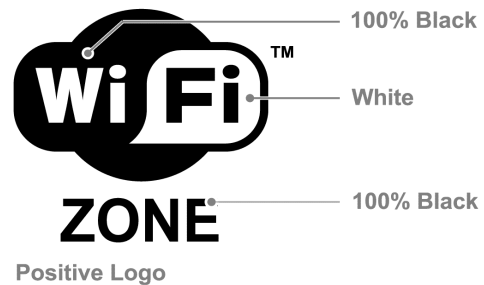
##### 2. Wi-Fi Color

Due to the variety of production means for potential applications of the Wi-Fi ZONE logo, the color has been kept very simple. The Wi-Fi ZONE logo is 100% black and white as shown at right. The logo artwork is available in two color configurations depending upon whether you are featuring it in a positive or reverse application.

##### 1. Logo Elements



##### 2. Wi-Fi Color

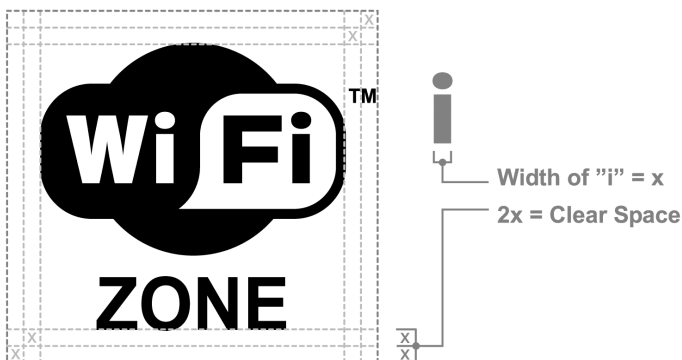


### 3. Recommended Clear Space

While it is not always possible to control the location and size of an area in which the Wi-Fi ZONE logo is applied, please use the following clear space recommendation whenever possible.

Clear space is the area surrounding the Wi-Fi ZONE logo that should be kept free of other logos, graphics or text. This rule also applies when placing the logo near the edge of a surface. Minimum clear space equals 2x where “x” is defined by the width of the “i” in the logo as shown at right. Allowing additional clear space is always preferred.

### 3. Clear Space



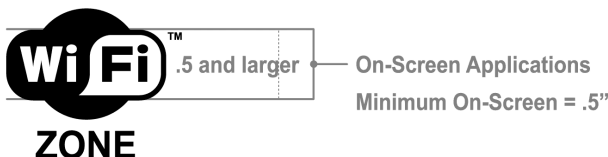
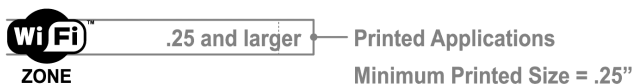
### 4. Preferred Minimum Size Guidelines

Due to the variance in resolution between printed materials and web applications, two minimum size standards have been developed to preserve the integrity of the Wi-Fi ZONE logo. The following minimum size standards should serve as recommendations to follow whenever possible.

When the Wi-Fi ZONE logo appears in printed applications, the preferred minimum size standard is .25" and larger, however, displaying the logo at a larger size is always preferable.

On-screen resolution is low, therefore the minimum size standard is larger than that of the printed standard. In applications which display the Wi-Fi ZONE logo on-screen, the preferred minimum size standard is .5" and larger.

### 4. Minimum Size Standards



## Appendix B

### Special License Terms

As a condition to using Mark as provided in this Manual, Licensee agrees to the following terms:

1. **Reservation of Rights.** Except for the limited license rights granted herein, the Wi-Fi Alliance reserves to itself all right, title and interest in and to the Mark.
2. **Inspection.** At the Wi-Fi Alliance's request, Licensee will give access to or provide the Wi-Fi Alliance with samples of its usage of the Mark so that it may verify Licensee's compliance with the requirements of the Base Agreement and this Manual.
3. **Wi-Fi Alliance Ownership of the Mark.** Licensee acknowledges the Wi-Fi Alliance's exclusive right, title, and interest in and to the Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Mark except as otherwise expressly so provided. Licensee acknowledges that its use of the Mark hereunder will not create in it any right, title or interest in the Mark other than the limited license rights granted herein and that all such use of the Mark and the goodwill generated thereby will inure to the benefit of the Wi-Fi Alliance. Should the Wi-Fi Alliance, in its sole discretion, deem it necessary to record Licensee as a registered licensee of the Mark in any jurisdiction, it shall do so at Licensee's expense (provided that Licensee may avoid such expenses by covenanting in an amendment to this Agreement that it will not use the Mark in such countries), and Licensee will cooperate with Wi-Fi Alliance to effect such recordation. Licensee warrants and represents with respect thereto that (a) it will not at any time challenge the Wi-Fi Alliance's right, title, or interest in the Mark or the validity the Mark or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of the Wi-Fi Alliance in the Mark; (c) it will not represent that it has any ownership in or rights with respect to the Mark; and (d) it will not, either during or subsequent to the term of this Agreement, use any Mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Mark or any of the Wi-Fi Alliance's other marks.
4. **Indemnity.** The Wi-Fi Alliance assumes no liability to Licensee or to third parties with respect to Licensee's goods or services or Licensee's use of the Mark. Licensee shall defend and indemnify the Wi-Fi Alliance and hold it harmless from and against losses and expenses (including its attorneys fees) incurred in connection with claims of third parties against the Wi-Fi Alliance arising from or in any way relating to Licensee's use of the Mark (except to the extent that such claims relate solely to an allegation that the Mark infringes a third party's rights).



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## Wi-Fi Alliance

### Mark Usage Manual

#### Part VIII

#### Use of Illuminated Logo on Mobile Computing and Other Platforms

**Summary:** The Wi-Fi Alliance permits the use of the “Wi-Fi” logo depicted below on laptop computers and other mobile devices to identify that those products contain Wi-Fi CERTIFIED functionality.



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# Use of Illuminated Logo on Mobile Computing and Other Platforms

1. **Introduction.** The Wi-Fi Alliance permits the use of the “Wi-Fi” logo depicted to the right (the “Mark”) as an illuminated icon on laptop computers and other mobile devices to identify that those products contain Wi-Fi CERTIFIED functionality. Use of the Mark in this manner is optional but highly encouraged. This manual (the “Manual”) outlines the usage rules for the Mark in this manner.



2. **Prerequisites for Use of the Mark.** The Mark is being used as a certification mark for Wi-Fi CERTIFIED products. The prerequisites for use of the Mark are therefore the same as for the Wi-Fi CERTIFIED Logo: In order for a company to use the Mark, (a) it must be a member in good standing of the Wi-Fi Alliance, (b) it must submit the product with which it wishes to use the Mark for certification testing and that product must successfully pass the certification testing process, (c) it must complete the post-testing administrative requirements for certification, and (d) it must comply with all post-certification requirements so that its product certification remains in force. Please refer to Part I, Section 2 of the Wi-Fi Alliance Mark Manual (“*Wi-Fi CERTIFIED Certification Logo; Standard Indicator Icons*”) for additional information.

3. **Eligible Products.**

(a) **Generally.** The Mark usage described in this Manual is specifically intended for use with laptop computers, PDAs, and other mobile devices that incorporate Wi-Fi CERTIFIED modules. However, the Mark may also be used in this manner with desktop products if those products satisfy the product eligibility requirements in this Section 3. Products that satisfy these requirements are referred to in this Manual as “**Eligible Products.**”

(b) **Specific Product Requirements.** A product will qualify as an Eligible Product if:

(i) The product ships with an embedded or installed Wi-Fi CERTIFIED module that satisfies the special module requirements in Section 3(c); or

(ii) The product, though shipped without an embedded or installed Wi-Fi CERTIFIED module, can accommodate one

AND if either of the following is true:

(x) Only a Wi-Fi CERTIFIED module that satisfies the special module requirements in Section 3(c) is or will be installed in the product; or

(y) The Mark (or the indicator light next to the Mark) can only light up if a Wi-Fi CERTIFIED module that satisfies the special module requirements in Section 3(c) is present.

In all events, the product into which the module is or will be embedded must be the product with which the module was tested for certification or must be regarded under the Wi-Fi Alliance certification rules as an equivalent product.

(c) **Specific Module Requirements.** The module must satisfy the general certification requirements that are applicable to modules. In addition, all IEEE 802.11 physical layers for which the Wi-Fi Alliance has a certification test must be certified.

(d) **Documentation.** Documentation must be included in the product package that explains the significance of the Mark as an identifier of a Wi-Fi CERTIFIED product and explains the significance of the illumination of the indicator light/Mark.

#### 4. **Implementation.**

(a) **Manner of Illumination.** The Mark must either be illuminated or must be printed on the product directly adjacent to an indicator light. Approved methods of illumination include illumination through a light pipe or as a silk-screened image on the faceplate of a bezel. The Wi-Fi Alliance will consider upon request other potential illumination applications.

(b) **Significance of Illumination.** The preferred implementation is for the Mark/indicator light to be illuminated continuously while a Wi-Fi CERTIFIED module that satisfies the special module requirements in Section 3(c) is present. It is an acceptable alternative, however, for the light to be illuminated intermittently as an indicator of transmit/receive activity.

5. **Authorized Users.** Only Wi-Fi Alliance members and registered member affiliates may use the Mark. Please refer to Part I, Section 4 of the Wi-Fi Alliance Mark Manual for additional information. No other users are authorized. Without limitation, neither a member nor a Registered Member Affiliate may “pass through” Mark usage rights to an unregistered subsidiary or affiliate, an OEM, a distributor, a reseller, a dealer, or any other person or entity.

6. **Mark Usage Requirements.** The following formal requirements apply to the usage of the Mark:

(a) The member shall not alter, cut apart, separate, or otherwise distort the Mark in perspective or appearance.

(b) The member shall present the Mark in a manner in which it stands alone. The Mark shall not be combined with or incorporated into other words, phrases, or designs.

(c) The member shall not translate the Mark into other languages, even if the member is using the Mark in countries outside of the United States.

(d) The Mark may never be used or associated with products that the Wi-Fi Alliance has not certified or that do not comply with the special product and module requirements of Section 3 of this Manual.

(e) The Mark may never be used in any manner that would imply Wi-Fi Alliance endorsement of a specific company, its products, or its services.

(f) The Mark may not be used in any company name, product name, service name, domain name, Web site title, or the like.

(g) The Mark may never be used in a manner that would disparage the Wi-Fi Alliance.

(h) The Mark may only be used on products as prescribed by this Manual. Accordingly, it not be used on any other business, promotional, or personal items, including, without limitation, letterhead, business cards, or other stationery, or bumper stickers, coffee mugs, T-shirts, baseball hats, flying disks, tie clips, or other similar promotional items.



7. **Notice.** The member shall use the following notice conventions with the Mark:

(a) The “TM” notice shall be included to the upper right of the Mark to the extent practicable. This may not be feasible due to the size of the Mark representation.

(b) In text material relating to the Mark, the statement, “The ‘Wi-Fi’ logo is a certification mark of the Wi-Fi Alliance” shall be used to indicate that the Wi-Fi Alliance owns the Mark. The statement should be placed where normal explanatory information is found (e.g., the bottom of the relevant page in the manual or brochure or on the product packaging).

8. **Usage Violations.**

(a) If the Wi-Fi Alliance becomes aware of a violation of the Manual, it may take any of the following actions:

(i) The offending party will be contacted in writing or by telephone.

(ii) A reasonable amount of time, as determined by the Wi-Fi Alliance in its sole discretion, will be given to correct noncompliance.

(iii) If the offending party fails to correct the noncompliance, the Wi-Fi Alliance may suspend or terminate the offending party’s membership and/or bring legal action, as the Wi-Fi Alliance determines to be appropriate under the circumstances.

(b) No delay or failure by the Wi-Fi Alliance to take one of the foregoing actions shall be construed as a waiver by the Wi-Fi Alliance of its enforcement rights or acceptance by the Wi-Fi Alliance of noncompliance.

9. **Additional Terms and Conditions; Binding Agreement.** A member’s use of the Mark in the manner described in this manual constitutes that member’s agreement to all the terms, conditions and provisions in this Manual, including those set forth in Appendix A.

## Appendix A

### Special License Terms

As a condition to using Mark as provided in this Manual, Member agrees to the following terms:

1. **Reservation of Rights.** Except for the limited license rights granted herein, the Wi-Fi Alliance reserves to itself all right, title and interest in and to the Mark.
2. **Inspection.** At the Wi-Fi Alliance's request, Member will give access to or provide the Wi-Fi Alliance with samples of its usage of the Mark so that it may verify Member's compliance with the requirements of this Manual.
3. **Wi-Fi Alliance Ownership of the Mark.** Member acknowledges the Wi-Fi Alliance's exclusive right, title, and interest in and to the Mark and acknowledges that nothing herein shall be construed to accord to Member any rights in the Mark except as otherwise expressly so provided. Member acknowledges that its use of the Mark hereunder will not create in it any right, title or interest in the Mark other than the limited license rights granted herein and that all such use of the Mark and the goodwill generated thereby will inure to the benefit of the Wi-Fi Alliance. Should the Wi-Fi Alliance, in its sole discretion, deem it necessary to record Member as a registered licensee of the Mark in any jurisdiction, it shall do so at Member's expense (provided that Member may avoid such expenses by covenanting in an amendment to this Agreement that it will not use the Mark in such countries), and Member will cooperate with Wi-Fi Alliance to effect such recordation. Member warrants and represents with respect thereto that (a) it will not at any time challenge the Wi-Fi Alliance's right, title, or interest in the Mark or the validity the Mark or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of the Wi-Fi Alliance in the Mark; (c) it will not represent that it has any ownership in or rights with respect to the Mark; and (d) it will not, either during or subsequent to the term of this Agreement, use any trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Mark or any of the Wi-Fi Alliance's other marks.
4. **Indemnity.** The Wi-Fi Alliance assumes no liability to Member or to third parties with respect to Member's goods or services or Member's use of the Mark. Member shall defend and indemnify the Wi-Fi Alliance and hold it harmless from and against losses and expenses (including its attorneys fees) incurred in connection with claims of third parties against the Wi-Fi Alliance arising from or in any way relating to Member's use of the Mark (except to the extent that such claims relate solely to an allegation that the Mark infringes a third party's rights).



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# **Wi-Fi Alliance**

## **Mark Usage Manual**

### **Attachments**

#### **Attachments**

- Part I      “Wi-Fi CERTIFIED” Certification Logo; Standard Indicator Icons
  - I-A      TCAL (Terms and Conditions Agreement Letter)
  - I-B      Certification Mark License Agreement
- Part II     “Wi-Fi Alliance” Logo
  - II-A     Mark License Agreement
- Part III    “Wi-Fi ZONE” Certification Logo
  - III-A    Wi-Fi ZONE License Agreement
- Part IV    Special Promotion of Wi-Fi ZONE Program by Wi-Fi Alliance Members
  - IV-A    Mark License Agreement
- Part VII    Use of Wi-Fi ZONE Logo in Connection with the Wi-Fi ZONE Partner Program: Linking Agreements, Portal Agreements, and Database License Agreements.
  - VII-A    Wi-Fi ZONE Finder™ Linking Agreement
  - VII-B    Wi-Fi ZONE Finder™ Portal Agreement
  - VII-C    Wi-Fi ZONE Finder™ Database License Agreement

ATTACHMENT I-A  
TCAL (Terms and Conditions Agreement Letter)

May 7, 2004

**Name**  
Organization

**Subject:**  
**Certification Application Confirmation and Member Acknowledgment of Terms and Conditions For**

**Equipment:** productnamehere  
**Certification ID:** certnumberhere  
**Test(s):** IEEE 802.11g and WPA (or other)  
**This equipment is an Application Specific Device (ASD) or Module or Neither**


Dear Name,

This document confirms that the CoName ProdName is now being processed and tested for CertTest using the Wi-Fi Alliance Certification Number CertNo. This document describes the certification program details, and must be signed by an authorized representative from your organization. By executing this letter you acknowledge and agree to comply with the Wi-Fi Alliance certification program requirements. After you read the details below, and provided that you agree to be bound by the Wi-Fi Alliance terms regarding certification, please sign this letter and return it to me. Keep a copy of this executed legal document for your records.

***Until we have received a signed copy of this letter from you, we will not be able to certify your equipment even if it successfully passes certification testing.***

*Requirements for Initial Certification.* The Wi-Fi Alliance imposes three requirements on its members as a condition to certifying equipment as “Wi-Fi CERTIFIED:”

- First, the equipment identified above must demonstrate that it meets the Wi-Fi Alliance minimum interoperability standards by successfully completing the interoperability testing for the tests you have identified above performed by our approved test laboratories.
- Second, the member must be in good standing at the time that initial certification occurs and must remain in good standing at all times that it designates or promotes its equipment as Wi-Fi CERTIFIED. “Good standing” means that the member has paid all required dues, fees and assessments which are payable to the Wi-Fi Alliance and that the Alliance Board of Directors has not suspended or terminated the organization’s membership for any reason.
- Third, the member must comply at all times with the Wi-Fi Alliance policies and regulations as in effect from time to time. These policies and regulations are posted on the members-only section of the Wi-Fi Alliance Web site at [www.wi-fi.org](http://www.wi-fi.org), and are supplemented by communications that you may receive from the Wi-Fi Alliance.

 3925 West Braker  
Lane  
Austin, TX 78759  
phone: 512-305-0790  
fax: 512-305-0791  
[www.wi-fi.org](http://www.wi-fi.org)

Failure to comply with any of these certification requirements at any time may result in the suspension or cancellation of your certification for all Wi-Fi CERTIFIED equipment. It is therefore extremely important that you remain in good standing at all times and that you familiarize yourself with the Wi-Fi Alliance's policies and regulations.

*Certification Maintenance.* Once the certification has issued, you must continue to comply with the initial certification requirements described above and the requirements below in order to maintain your certification:

- The certification, once issued, applies only to the product identified in this letter as "ProdName" in the form it is tested for certification. Therefore:
  - If you change the name of your product, you must notify the Wi-Fi Alliance and demonstrate to its satisfaction that no additional changes have been made to the product other than the name change.
  - If you make any material changes to your product, you must notify the Wi-Fi Alliance and demonstrate to its satisfaction that the modified product continues to meet the interoperability requirements for certification. In most instances, this will require resubmission of the product to the test laboratory for certification testing.
- The "out-of-the-box" configuration for the certified product must be the same as the configuration in which the product underwent certification testing.

If you do not comply with any of these rules at any time, your certification may be suspended or cancelled.

*Certification Ownership.* The certification for ProdName, once issued, is personal to the CoName and applies only to ProdName units that CoName manufactures (or has manufactured for it) and sells to the end users as its product, either directly or indirectly through one or more resellers. A third-party purchaser that purchases ProdName for private label and resale, or for modification and resale under any label, such as, for example, an OEM manufacturer, may not derive any rights or benefits from your product certification unless it becomes a member of the Wi-Fi Alliance and demonstrates to the satisfaction of the Wi-Fi Alliance technical personnel that the relabeled product meets the Wi-Fi Alliance's compatibility and interoperability requirements. It is your obligation to inform such third party of this prohibition and to direct it to contact the Wi-Fi Alliance about the necessary certification requirements.

*Use of the Wi-Fi CERTIFIED Logo.* You may not use the Wi-Fi CERTIFIED Logo on or in connection with ProdName until you have returned a signed copy of this letter agreement and have received notice that the certification for ProdName has been issued. Use of the Logo is subject to your agreement to and compliance with the terms and conditions in the following documents:

- Certification Mark License Agreement.
- Wi-Fi Alliance Mark Usage Manual, Part I: "Wi-Fi CERTIFIED" Certification Logo (the "Mark Usage Manual").

*Special Issues.* If ProdName is either a "module," that is, any product that will be embedded in second product and sold as a unit therewith, or an "application specific device," special rules apply. These are outlined in the Mark Usage Manual.

*Completion of the Certification Process.*

You can expect the remainder of the certification process to unfold as follows:

1. Your equipment will need to complete successfully the tests specified in the subject line at a Wi-Fi Alliance certified laboratory in accordance with the test plans and procedures described at [http://www.wi-fi.org/membersonly/testing\\_information.asp](http://www.wi-fi.org/membersonly/testing_information.asp) .
2. After the testing laboratory completes the testing process, it will notify you of the results. If your equipment fails testing, you will have the opportunity to correct the identified deficiencies and resubmit the equipment for testing in accordance with the policies and procedures described at [http://www.wi-fi.org/membersonly/testing\\_information.asp](http://www.wi-fi.org/membersonly/testing_information.asp) . If your equipment passes testing, the testing laboratory will notify you and the Wi-Fi Alliance of these results.
3. When we receive confirmation that your equipment has passed testing, we will notify the board that your equipment has qualified for certification and that the equipment certification will issue in seventy-two hours unless a board member raises an issue concerning the issuance of the certification.
4. Provided that no board member has raised an issue regarding the proposed certification, and provided that we have received your signed copy of this letter agreement, we will notify you that your product has been certified and provide you with additional information concerning press releases and use of the “Wi-Fi CERTIFIED” logo.

***Notwithstanding the completion of steps 1-3, step 4 will not be completed and your certification will not be issued until you have returned your signed copy of this letter agreement.***

Thanks for your support of the Wi-Fi Alliance Certification Program.

Sincerely yours,

Wi-Fi Alliance

---

Frank D. Hanzlik  
Managing Director

### **Member Acknowledgment**

The undersigned Wi-Fi Alliance member acknowledges that it has read the foregoing letter and agrees to the terms and conditions described therein. Without limitation, the undersigned member acknowledges that the equipment certification to be issued by the Wi-Fi Alliance is contingent upon the continuing good standing as a member of the Wi-Fi Alliance and the member's adherence to the Wi-Fi Alliance's regulations and policies as in effect from time to time. The member understands that it is its responsibility to familiarize itself with those regulations and policies and to keep itself updated regarding changes which are pertinent to its membership by visiting the Wi-Fi Alliance web site at [www.wi-fi.org](http://www.wi-fi.org) and by reading such supplementary materials as the Wi-Fi Alliance may provide from time to time. The member acknowledges that its certification may be suspended or revoked if it fails to remain a member in good standing or if its conduct violates or is inconsistent with Wi-Fi Alliance regulations and policies.



**Name**  
Organization  
May 7, 2004  
Page 4

The person signing on behalf of the undersigned member declares, under penalty of perjury under the laws of the State of California, that he/she is authorized to sign this letter and to act on the member's behalf in connection with the equipment certification and the other matters described in this letter.

CoName

---

Signature

---

Name

---

Member Employee Title

---

Date

DOCSOAK-9711766.1D-BHOLLOWAY





## ATTACHMENT I-B

### Certification Mark License Agreement

## Certification Mark License Agreement

This License Agreement (“**Agreement**”) is entered into effective as of the “Effective Date” as defined herein by and between the Wi-Fi Alliance, a California nonprofit mutual benefit corporation, and the applicant submitting the on-line license request to use the “Certification Mark” identified herein (“**Licensee**”).

### BACKGROUND

The Wi-Fi Alliance owns the Wi-Fi CERTIFIED design mark shown on **Exhibit A** and defined herein as the “Certification Mark,” which it licenses as a certification mark to its members to identify products that the Wi-Fi Alliance has certified as interoperable under the IEEE 802.11 standard. Licensee is a member of the Wi-Fi Alliance wishes to obtain a license to use the Certification Mark and the Wi-Fi Alliance is willing to grant the license, subject to the terms and conditions herein.

### AGREEMENT

1. **Definitions.** For purpose of this Agreement:

(a) **“Application”** means the on-line application that Licensee submitted at [www.wi-fi.org](http://www.wi-fi.org) requesting the licenses granted herein.

(b) **“Certification”** consists of the technical process in which Licensee submits its product for certification testing at the Wi-Fi Alliance’s designated certification testing facility, the testing process by which the Wi-Fi Alliance confirms that the product meets the technical certification requirements, and the administrative process by which the Wi-Fi Alliance determines that Licensee is a member in good standing and authorizes the issuance of the certification. For purposes of this Agreement, “Certification” has occurred only after Licensee’s product has successfully passed certification testing, as confirmed to it by the Wi-Fi Alliance, *and* the Wi-Fi Alliance has issued its final formal certification authorization to Licensee in accordance with its standard administrative practices.

(c) **“Certified Product”** means a product employing the IEEE 802.11 wireless networking standard that has successfully completed the Certification process.

(d) **“Certification Mark”** means the mark identified on **Exhibit A** hereto.

(e) **“Effective Date”** shall have the meaning given in Section 11(a).

(f) **“Execute,” “Executes,” “Executed,” and “Executing”** means to agree by action or electronic transmission to be bound by the terms, conditions and provisions of this Agreement. This Agreement is Executed by Licensee upon Licensee’s electronic acknowledgment of the Agreement’s terms as part of the Application. This Agreement is Executed by the Wi-Fi Alliance when the Wi-Fi Alliance transmits a copy of the Agreement to Licensee after Licensee’s Execution of it as part of the Application.

(g) **“Manual”** means the “Wi-Fi Alliance Mark Usage Manual” as in effect from time to time and available for download while completing the Application and at [http://www.wi-fi.org/membersonly/pdf/Wi-Fi\\_Alliance\\_Mark\\_Usage\\_Manual.pdf](http://www.wi-fi.org/membersonly/pdf/Wi-Fi_Alliance_Mark_Usage_Manual.pdf).

## 2. **Certification Mark License.**

(a) **License Grant.** Provided that Licensee complies with the terms, conditions and provisions hereof:

(i) **Materials Preparation License.** The Wi-Fi Alliance hereby grants to Licensee a limited right to use the Certification Mark prior to Certification for its internal purposes only in connection with each product that Licensee intends to submit for Certification within a reasonable period of time not to exceed six (6) months. The scope of this license is limited to the preparation of labels, packaging, marketing materials and other materials that Licensee intends to use with the product should it successfully complete Certification. All such materials shall comply with the requirements of the Manual and this Agreement. Licensee may not use or display the Certification Mark publicly on such materials or in connection with the product that it intends to submit for Certification until such time as the product becomes a Certified Product. If Licensee does not obtain Certification for its product for any reason, Licensee shall immediately upon its abandonment of Certification efforts destroy all materials prepared under this license.

(ii) **Certified Product License.** The Wi-Fi Alliance hereby grants Licensee a limited, non-exclusive, worldwide, revocable, non-transferable royalty-free license, with limited right of sublicense solely as provided in Section 2(a)(iii), to use the Certification Mark on or in connection with its Certified Products.

(iii) **Sublicense Grant.** The Wi-Fi Alliance hereby grants to the Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to sublicense the Certification Mark to third parties with which Licensee has contracted to advertise, promote or market the Certified Products. Licensee shall require all such third parties to agree in writing to all terms and conditions necessary and appropriate to protect the Wi-Fi Alliance’s right, title and interest to the Certification Mark, which shall include, but not be limited to, all applicable terms and conditions of this Agreement, and which shall also provide that the Wi-Fi Alliance shall be a third party beneficiary of each such agreement.

(b) **Reservation of Rights.** Except for the limited license rights granted herein, the Wi-Fi Alliance reserves to itself all right, title and interest in and to the Certification Mark.

3. **License Requirements and Limitations.** The licenses granted pursuant to Section 2 are granted subject to the following requirements and limitations:

(a) **Compliance with Manual.** Licensee shall comply with all requirements in the Manual. Licensee is solely responsible for keeping itself informed of the current

requirements in the Manual by reviewing from time to time the version posted on the Wi-Fi Alliance Web site and for making any necessary changes to its practices to remain in compliance with any revisions to the Manual. The Wi-Fi Alliance is under no obligation to inform Licensee of changes to the Manual other than by posting the revised version on its Web site, but the Wi-Fi Alliance agrees to refrain from taking action without prior affirmative notice to Licensee if the provision upon which the Wi-Fi Alliance action is to be based is materially different from the Manual that are applicable to this Agreement on the Effective Date. If Licensee does not agree with any changes to the Manual, Licensee's sole remedy is to terminate this Agreement as provided herein.

(b) **Certification Requirements.** Licensee shall at all times comply with all requirements of Certification as the Wi-Fi Alliance may communicate to it in connection with the Certification authorization and otherwise.

(c) **Product Name Changes.** Licensee will notify the Wi-Fi Alliance in writing of any change to the name of the Certified Product and will not adopt a name for the Certified Product that may cause confusion as to the Certification status of any feature or function of the Certified Product.

(d) **Product Modification.** Licensee shall not modify the Certified Product in any manner that results in more than an immaterial change in features, function, or performance, without disclosing such modifications to the Wi-Fi Alliance in writing and re-submitting the Certified Product for Certification at Licensee's sole cost and expense if the Wi-Fi Alliance in its sole discretion determines that re-testing is warranted.

(e) **Combination of Modules With Other Products.** If the Certified Product consists of a product module that was initially tested in combination with one or more specific devices, Licensee shall not use the Certified Product with different devices without first notifying the Wi-Fi Alliance in writing of such substitution and providing the Wi-Fi Alliance with details concerning the substituted devices and written assurances that the use of substituted devices will not affect in more than an immaterial degree the performance and functionality of the Certified Product. Licensee agrees to comply with the Wi-Fi Alliance's requests for additional information regarding the substituted devices and, at its sole cost and expense, to re-submit the Certified Product for Certification if the Wi-Fi Alliance in its sole discretion determines that re-testing is warranted.

(f) **Membership Status.** Licensee will maintain its Wi-Fi membership in good standing at all times while it is using the Certification Mark.

(g) **Certain Geographic or Usage Limitations.** In the event the Wi-Fi Alliance determines that use of the Certification Mark may in any particular manner or jurisdiction violate any applicable laws or regulations, be contrary to public policy or may subject Licensee or the Wi-Fi Alliance to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of notice and request from the Wi-Fi Alliance, to promptly cease and desist from all use of the Certification Mark in such particular manner or jurisdiction.

(h) **Control.** The Wi-Fi Alliance shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Certification Mark, the Manual, and its process for certifying Products and Services.

(i) **Specific Use Restrictions.** The licenses granted in this Section 2 may be used solely in connection with the Certified Products and are subject to the restrictions and obligations of Licensee set forth in this Agreement, including, without limitation, the following:

(i) Licensee shall not modify, enhance or change the Certification Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Certification Mark.

(ii) Licensee shall not omit portions or use a partial version of the Certification Mark.

(iii) Licensee shall not use the Certification Mark, or any portion thereof, as a domain name, including, without limitation, as a sub-domain name or name of the service or company.

(iv) Licensee shall not use the Certification Mark: (a) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Certification Mark; (b) in any manner as would violate the rights of any third parties; (c) in any manner as would result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Certification Mark; (d) on or in connection with any products or services other than the Certified Products and promotional materials pertaining to the Certified Products; or (e) in any manner other than as a certification mark.

(j) **Inspection.** Licensee will, upon the Wi-Fi Alliance's request and at no cost to the Wi-Fi Alliance, provide the Wi-Fi Alliance with a reasonable number of samples of the Certified Product within ten (10) business days from receipt of its written request.

(k) **Nonconforming Products.** If at any time the Certified Product fails in more than an immaterial degree to conform to the standards and specifications that were the basis for the Certification, will immediately cease all use of the Certification Mark on its undistributed Certified Product units. Licensee will also notify all distributors and customers who may have non-compliant Certified Product units and advertising therefor bearing the Certification Mark if the Wi-Fi Alliance requests that it do so.

(l) **Third-Party Infringement.** Licensee will promptly notify the Wi-Fi Alliance if it becomes aware of any infringement of the Certification Mark by a third

party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.

(m) **Noncompliance.** Licensee shall immediately and at its sole cost and expense correct any usage of the Certification Mark that the W-Fi Alliance regards as failing to comply with the requirements of this Agreement or the Manual.

(n) **Use of “Wi-Fi.”** Nothing in this Agreement gives Licensee the right or license to use the mark “Wi-Fi” apart from the mark as shown in **Exhibit A**. Any use of such mark shall occur only if and to the extent permitted by the Manual or a separate agreement between Licensee and the Wi-Fi Alliance. Licensee shall not use “Wi-Fi” except as permitted therein.

(o) **Unauthorized Use of the Certification Mark by Licensee.** Licensee acknowledges that if it engages in any unauthorized use or reference to the Certification Mark, its right to continue using the Certification Mark may be terminated and that irreparable injury will occur if such unauthorized use continues.

(p) **Relationship of Agreement and Wi-Fi Alliance Membership.** This Agreement constitutes a portion of the “rules and regulations” of the Wi-Fi Alliance as contemplated by the corporation’s Bylaws. Licensee acknowledges that a breach of this Agreement is also a breach of those rules and regulations and may give rise to the suspension or termination of Licensee’s membership in the Wi-Fi Alliance.

4. **Standard Indicator Icons.** In connection with the Certification of the Certified Product and as a condition to using the Certification Mark, the Wi-Fi Alliance requires that Licensee use Standard Indicator Icons (“SII”) with the Certification Mark on product packaging and strongly recommends that the SII be used with the Certification Mark in other contexts as well. Usage requirements and recommendations for the SII are outlined in the Manual. Licensee shall comply at all times with all use requirements for the SII, including, without limitation, using the SII that correctly identify the characteristics of the Certified Product. Licensee shall immediately correct at its sole cost and expense any noncompliant use of the SII that may come to its attention from any source. Licensee acknowledges that the Wi-Fi Alliance may immediately terminate this Agreement should Licensee fails to comply with the requirements of this Section.

5. **License Fees and Royalties.** The licenses granted hereunder are fully paid and without royalty.

6. **Wi-Fi Alliance Ownership of the Certification Mark.** Licensee acknowledges the Wi-Fi Alliance’s exclusive right, title, and interest in and to the Certification Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Certification Mark except as otherwise expressly so provided. Licensee acknowledges that its use of the Certification Mark hereunder will not create in it any right, title or interest in the Certification Mark other than the limited license rights granted herein and that all such use of the Certification Mark and the goodwill generated thereby will inure to the benefit of the Wi-Fi Alliance. Should the Wi-Fi Alliance, in its

sole discretion, deem it necessary to record Licensee as a registered licensee of the Certification Mark in any jurisdiction, it shall do so at Licensee's expense (provided that Licensee may avoid such expenses by covenanting in an amendment to this Agreement that it will not use the Certification Mark in such countries), and Licensee will cooperate with Wi-Fi Alliance to effect such recordation. Licensee warrants and represents with respect thereto that (a) it will not at any time challenge the Wi-Fi Alliance's right, title, or interest in the Certification Mark or the validity the Certification Mark or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of the Wi-Fi Alliance in the Certification Mark; (c) it will not represent that it has any ownership in or rights with respect to the Certification Mark; and (d) it will not, either during or subsequent to the term of this Agreement, adopt, use, or register any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Certification Mark or any of the Wi-Fi Alliance's other marks.

**7. Representations of Licensee.** Licensee represents and warrants that

- (a) It is duly organized and in good standing under the laws of its jurisdiction of organization;
- (b) Licensee has taken all actions that are necessary or advisable in order for it to enter into this Agreement;
- (c) The person Executing this Agreement on behalf Licensee is authorized to do so;
- (d) The Agreement, upon its Execution by Licensee (and assuming due Execution by the Wi-Fi Alliance) shall be the binding obligation of Licensee, enforceable in accordance with its terms;
- (e) Each Certified Product unit that it sells or distributes to the public will substantially conform to the specifications of the product unit that Licensee submitted for Certification;
- (f) Licensee will comply with all changes to the Manual and the Certification requirements within three (3) months from the date of receipt of written notice of such changes; and
- (g) Licensee will not challenge the Wi-Fi Alliance's rights under its Certification program, the Manual, or this Agreement and will not challenge the validity of any Wi-Fi Alliance mark.

**8. No Warranty by the Wi-Fi Alliance.** The Wi-Fi Alliance provides the licenses granted hereunder without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WI-FI ALLIANCE DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES.

9. **Limitation of Liability.** IN NO EVENT SHALL THE WI-FI ALLIANCE BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED AND EVEN IF THE WI-FI ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

10. **Indemnity.** Licensee agrees to defend, indemnify and hold Wi-Fi Alliance and its respective representatives, employees, officers, directors and agents harmless against all claims, suits, cost, damages, judgments, attorney's fees, settlements or expenses incurred caused by, arising from or relating to any breach of this Agreement by Licensee or claimed, obtained or sustained by any third party, whether for personal injury, misrepresentation, or otherwise arising out of or relating to the manufacture, advertising, promotion, use, marketing or sale of the Certified Products, provided such claims are not caused by Wi-Fi Alliance's negligence or breach of this Agreement.

11. **Effective Date, Term and Termination.**

(a) **Effective Date.** This Agreement shall commence and the licenses granted hereunder shall become effective (**the "Effective Date"**) upon the Execution of this Agreement by both parties.

(b) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by a party as provided herein.

(c) **Termination.**

(i) **Termination by Licensee.** Licensee may terminate this Agreement at any time by providing notice to the Wi-Fi Alliance and by discontinuing all use of the Certification Mark. Termination in this manner shall be effective upon receipt of the notice by the Wi-Fi Alliance or at such time (not to exceed thirty (30) days) specified in the notice from Licensee.

(ii) **Termination by the Wi-Fi Alliance.** The Wi-Fi Alliance may terminate this Agreement upon thirty (30) days notice if Licensee breaches any provision of this Agreement and fails to cure such breach within such thirty (30)-day period. The Wi-Fi Alliance may terminate this Agreement upon written notice if Licensee ceases to be a member in good standing of the Wi-Fi Alliance. The Wi-Fi Alliance may terminate this Agreement for convenience upon not less than thirty (30) days' written notice to Licensee if it discontinues its use of the Certification Mark as a certification mark.

(iii) **Consequences of Termination.** Upon termination of this Agreement, the licenses and all sublicenses granted hereunder shall immediately terminate. Licensee will immediately discontinue all use of the Certification Mark and shall immediately cause each sublicensee of the Certification Mark to discontinue its use. Licensee and its sublicensee(s) shall thereafter immediately destroy all materials in their



possession containing the Certification Mark and shall certify to the destruction of such materials if the Wi-Fi Alliance requests that they do so.

12. **Compliance with Laws.** Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with its manufacture and sale of the Certified Product and the operation of its business generally.

13. **Miscellaneous.**

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in California and further agree that any cause of action arising under this Agreement shall be brought in a court in the County of Santa Clara, California.

(b) **Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(c) **Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

(d) **Notice.** The Wi-Fi Alliance may give notice to Licensee by personal delivery, mail, courier, or facsimile to Licensee's physical address as identified in the Wi-Fi Alliance's membership records or by e-mail to the e-mail address identified in the Application. Licensee may give notice to the Wi-Fi Alliance by personal delivery, mail, courier, or facsimile to the Wi-Fi Alliance's physical address as identified at [www.wi-fi.org](http://www.wi-fi.org) or electronically by e-mail to [info@wi-fi.org](mailto:info@wi-fi.org). Notice shall be deemed given: upon personal delivery; if sent by fax, with confirmation of correct transmission, on the next business day after it was sent; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. Notices by e-mail shall be deemed given by the end of the business day on which they are sent.

(e) **Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing Executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

(f) **Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the Wi-Fi Alliance and any attempt to do so is void.

(g) **Counterparts.** This Agreement may be Executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be Executed by their duly authorized representatives.

Exhibit A  
Certification Mark



ATTACHMENT II-A

Mark License Agreement

## Mark License Agreement

This License Agreement (“**Agreement**”) is entered into effective as of the “Effective Date” as defined herein by and between the Wi-Fi Alliance, a California nonprofit mutual benefit corporation, and the applicant submitting the on-line license request to use the design mark identified herein (“**Licensee**”).

### BACKGROUND

The Wi-Fi Alliance owns the “Wi-Fi Alliance” design mark shown on **Exhibit A** and defined herein as the “Mark,” which it licenses to its members to identify their affiliation with the Wi-Fi Alliance and to promote public awareness of the Wi-Fi Alliance, its mission, and the product and service certification services that it provides. Licensee, a member of the Wi-Fi Alliance, wishes to obtain a license to use the Mark and the Wi-Fi Alliance is willing to grant the license, subject to the terms and conditions herein.

### AGREEMENT

1. **Definitions.** For purpose of this Agreement:

(a) “**Application**” means the on-line application that Licensee submitted at [www.wi-fi.org](http://www.wi-fi.org) requesting the licenses granted herein.

(b) “**Effective Date**” shall have the meaning given in Section 11(a).

(c) “**Execute,**” “**Executes,**” “**Executed,**” and “**Executing**” means to agree by action or electronic transmission to be bound by the terms, conditions and provisions of this Agreement. This Agreement is Executed by Licensee upon Licensee’s electronic acknowledgment of the Agreement’s terms as part of the Application. This Agreement is Executed by the Wi-Fi Alliance when the Wi-Fi Alliance transmits a copy of the Agreement to Licensee after Licensee’s Execution of it as part of the Application.

(d) “**Manual**” means the “Wi-Fi Alliance Mark Usage Manual” as in effect from time to time and available for download while completing the Application and at [http://www.wi-fi.org/membersonly/pdf/Wi-Fi\\_Alliance\\_Mark\\_Usage\\_Manual.pdf](http://www.wi-fi.org/membersonly/pdf/Wi-Fi_Alliance_Mark_Usage_Manual.pdf).

(e) “**Mark**” means the mark identified on **Exhibit A** hereto.

2. **Mark License.**

(a) **License Grant.** Provided that Licensee complies with the terms, conditions and provisions hereof, the Wi-Fi Alliance hereby grants Licensee a limited, non-exclusive, worldwide, revocable, non-transferable royalty-free license, with limited right of sublicense solely as provided in Section 2(a)(iii), to use the Mark to identify that it is a Wi-Fi Alliance member and to promote the mission and certification programs of the Wi-Fi Alliance by placing the Mark on such merchandising materials as the Manual

may permit from time to time. The foregoing license includes the right to distribute such merchandise if this distribution is incidental to the purpose of promoting Licensee's affiliation with the Wi-Fi Alliance and the Wi-Fi Alliance's objectives, but does not include a right or license to distribute such products on a regular basis as an ongoing commercial activity.

(b) **Sublicense Grant.** The Wi-Fi Alliance hereby grants to the Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to sublicense the Mark to third parties with which Licensee has contracted to provide advertising or promotional services for Licensee, to manufacture merchandise for Licensee as permitted pursuant to the Manual and to distribute merchandise bearing the Mark in connection with Licensee's promotional activities using the Mark as permitted in Section 2(a). Licensee shall require all such third parties to agree in writing to all terms and conditions necessary and appropriate to protect the Wi-Fi Alliance's right, title and interest to the Mark, which shall include, but not be limited to, all applicable terms and conditions of this Agreement, and which shall also provide that the Wi-Fi Alliance shall be a third party beneficiary of each such agreement.

(c) **Reservation of Rights.** Except for the limited license rights granted herein, the Wi-Fi Alliance reserves to itself all right, title and interest in and to the Mark.

3. **License Requirements and Limitations.** The licenses granted pursuant to Section 2 are granted subject to the following requirements and limitations:

(a) **Compliance with Manual.** Licensee shall comply with all requirements in the Manual that pertain to the Mark. Licensee is solely responsible for keeping itself informed of the current requirements in the Manual by reviewing from time to time the version posted on the Wi-Fi Alliance Web site and for making any necessary changes to its practices to remain in compliance with any revisions to the Manual. The Wi-Fi Alliance is under no obligation to inform Licensee of changes to the Manual other than by posting the revised version on its Web site, but the Wi-Fi Alliance agrees to refrain from taking action without prior affirmative notice to Licensee if the provision upon which the Wi-Fi Alliance action is to be based is materially different from the Manual that are applicable to this Agreement on the Effective Date. If Licensee does not agree with any changes to the Manual, Licensee's sole remedy is to terminate this Agreement as provided herein.

(b) **Membership Status.** Licensee will maintain its Wi-Fi membership in good standing at all times while it is using the Mark.

(c) **Certain Geographic or Usage Limitations.** In the event the Wi-Fi Alliance determines that use of the Mark may in any particular manner or jurisdiction violate any applicable laws or regulations, be contrary to public policy or may subject Licensee or the Wi-Fi Alliance to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of

notice and request from the Wi-Fi Alliance, to promptly cease and desist from all use of the Mark in such particular manner or jurisdiction.

(d) **Control.** The Wi-Fi Alliance shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Mark and the Manual.

(e) **Specific Use Restrictions.** The licenses granted in this Section 2 may be used solely in connection with the Certified Products and are subject to the restrictions and obligations of Licensee set forth in this Agreement, including, without limitation, the following:

(i) Licensee shall strictly comply with the graphics representation requirements for the Mark, as set forth in the Manual.

(ii) Licensee shall not modify, enhance or change the Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Mark.

(iii) Licensee shall not omit portions or use a partial version of the Mark.

(iv) Licensee shall not use the Mark, or any portion thereof, as a domain name, including, without limitation, as a sub-domain name or name of the service or company.

(v) Licensee shall not use the Mark: (a) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Mark; (b) in any manner as would violate the rights of any third parties; (c) in any manner as would result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Mark; (d) or on or in connection with any goods, services or activities except as permitted under the licenses in Section 2 or the Manual.

(f) **Inspection.** Licensee will, upon the Wi-Fi Alliance's request and at no cost to the Wi-Fi Alliance, provide the Wi-Fi Alliance with a reasonable number of samples of products or materials bearing the Mark within ten (10) business days from receipt of its written request.

(g) **Nonconforming Goods, Services, Activities and Materials.** If Licensee becomes aware at any time that any goods, services, activities or materials with which it is using the Mark do not comply with the requirements of this Agreement or the Manual, it will, at its sole cost and expense, immediately cease all use of the Mark on or in association with the nonconforming goods, services, activities or materials, as applicable, and shall immediately discontinue distribution of any noncompliant or nonconforming

tangible items. Licensee will immediately remove the Mark from all such tangible items, or if it is not feasible or is impractical to remove the Mark from such items, destroy them.

(h) **Third-Party Infringement.** Licensee will promptly notify the Wi-Fi Alliance if it becomes aware of any infringement of the Mark by a third party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.

(i) **Noncompliance.** Licensee shall immediately and at its sole cost and expense correct any usage of the Mark that the Wi-Fi Alliance regards as failing to comply with the requirements of this Agreement or the Manual.

(j) **No Use as Certification Mark.** Licensee shall under no circumstance use the Mark as a certification mark or use the Mark in a manner that could lead third parties to believe that the Wi-Fi Alliance or any other party has certified its products or services.

(k) **Use of “Wi-Fi.”** Nothing in this Agreement gives Licensee the right or license to use the mark “Wi-Fi” apart from the Mark as shown in **Exhibit A**. Any use of such mark shall occur only if and to the extent permitted by the Manual or a separate agreement between Licensee and the Wi-Fi Alliance. Licensee shall not use “Wi-Fi” except as permitted therein.

(l) **Unauthorized Use of the Mark by Licensee.** Licensee acknowledges that if it engages in any unauthorized use or reference to the Mark, its right to continue using the Mark may be terminated and that irreparable injury will occur if such unauthorized use continues.

(m) **Relationship of Agreement and Wi-Fi Alliance Membership.** This Agreement constitutes a portion of the “rules and regulations” of the Wi-Fi Alliance as contemplated by the corporation’s Bylaws. Licensee acknowledges that a breach of this Agreement is also a breach of those rules and regulations and may give rise to the suspension or termination of Licensee’s membership in the Wi-Fi Alliance.

4. **License Fees and Royalties.** The licenses granted hereunder are fully paid and without royalty.

5. **Wi-Fi Alliance Ownership of the Mark.** Licensee acknowledges the Wi-Fi Alliance’s exclusive right, title, and interest in and to the Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Mark except as otherwise expressly so provided. Licensee acknowledges that its use of the Mark hereunder will not create in it any right, title or interest in the Mark other than the limited license rights granted herein and that all such use of the Mark and the goodwill generated thereby will inure to the benefit of the Wi-Fi Alliance. Should the Wi-Fi Alliance, in its sole discretion, deem it necessary to record Licensee as a registered licensee of the Mark in any jurisdiction, it shall do so at Licensee's expense (provided that Licensee may avoid such expenses by covenanting in an amendment to this Agreement that it will not use the



Mark in such countries), and Licensee will cooperate with Wi-Fi Alliance to effect such recordation. Licensee warrants and represents with respect thereto that (a) it will not at any time challenge the Wi-Fi Alliance's right, title, or interest in the Mark or the validity the Mark or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of the Wi-Fi Alliance in the Mark; (c) it will not represent that it has any ownership in or rights with respect to the Mark; and (d) it will not, either during or subsequent to the term of this Agreement, adopt, use, or register any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Mark or any of the Wi-Fi Alliance's other marks.

**6. Representations of Licensee.** Licensee represents and warrants that

(a) It is duly organized and in good standing under the laws of its jurisdiction of organization;

(b) Licensee has taken all actions that are necessary or advisable in order for it to enter into this Agreement;

(c) The person Executing this Agreement on behalf Licensee is authorized to do so;

(d) The Agreement, upon its Execution by Licensee (and assuming due Execution by the Wi-Fi Alliance) shall be the binding obligation of Licensee, enforceable in accordance with its terms;

(e) Licensee will comply with all changes to the Manual within three (3) months from the date of receipt of written notice of such changes; and

(f) Licensee will not challenge the Wi-Fi Alliance's rights under the Manual, or this Agreement and will not challenge the validity of any Wi-Fi Alliance mark.

**7. No Warranty by the Wi-Fi Alliance.** The Wi-Fi Alliance provides the licenses granted hereunder without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WI-FI ALLIANCE DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES.

**8. Limitation of Liability.** IN NO EVENT SHALL THE WI-FI ALLIANCE BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED AND EVEN IF THE WI-FI ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

**9. Indemnity.** Licensee agrees to defend, indemnify and hold Wi-Fi Alliance and its respective representatives, employees, officers, directors and agents harmless against

all claims, suits, cost, damages, judgments, attorney's fees, settlements or expenses incurred caused by, arising from or relating to any breach of this Agreement by Licensee or claimed, obtained or sustained by any third party, whether for personal injury, misrepresentation, or otherwise arising out of or relating to the Licensee's business activities, including, without limitation, the manufacture, advertising, promotion, use, marketing or sale of the goods, services, or activities using the Mark, provided such claims are not caused by Wi-Fi Alliance's negligence or breach of this Agreement.

**10. Effective Date, Term and Termination.**

(a) **Effective Date.** This Agreement shall commence and the licenses granted hereunder shall become effective **(the "Effective Date")** upon the Execution of this Agreement by both parties.

(b) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by a party as provided herein.

(c) **Termination.**

(i) **Termination by Licensee.** Licensee may terminate this Agreement at any time by providing notice to the Wi-Fi Alliance and by discontinuing all use of the Mark. Termination in this manner shall be effective upon receipt of the notice by the Wi-Fi Alliance or at such time (not to exceed thirty (30) days) specified in the notice from Licensee.

(ii) **Termination by the Wi-Fi Alliance.** The Wi-Fi Alliance may terminate this Agreement upon thirty (30) days notice if Licensee breaches any provision of this Agreement and fails to cure such breach within such thirty (30)-day period. The Wi-Fi Alliance may terminate this Agreement upon written notice if Licensee ceases to be a member in good standing of the Wi-Fi Alliance. The Wi-Fi Alliance may terminate this Agreement for convenience upon not less than thirty (30) days' written notice to Licensee if it discontinues its use of the Mark for the purposes for which it is licensed hereunder.

(iii) **Consequences of Termination.** Upon termination of this Agreement, the licenses and all sublicenses granted hereunder shall immediately terminate. Licensee will immediately discontinue all use of the Mark and shall immediately cause each sublicensee of the Mark to discontinue its use. Licensee and its sublicensee(s) shall thereafter immediately remove the Mark from all materials to which it is applied, or if removal of the Mark is not feasible or is impractical, destroy all materials in their possession containing the Mark and shall certify to the destruction of such materials if the Wi-Fi Alliance requests that they do so.

**11. Compliance with Laws.** Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with the operation of its business generally.

12. **Miscellaneous.**

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in California and further agree that any cause of action arising under this Agreement shall be brought in a court in the County of Santa Clara, California.

(b) **Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(c) **Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

(d) **Notice.** The Wi-Fi Alliance may give notice to Licensee by personal delivery, mail, courier, or facsimile to Licensee's physical address as identified in the Wi-Fi Alliance's membership records or by e-mail to the e-mail address identified in the Application. Licensee may give notice to the Wi-Fi Alliance by personal delivery, mail, courier, or facsimile to the Wi-Fi Alliance's physical address as identified at [www.wi-fi.org](http://www.wi-fi.org) or electronically by e-mail to [info@wi-fi.org](mailto:info@wi-fi.org). Notice shall be deemed given: upon personal delivery; if sent by fax, with confirmation of correct transmission, on the next business day after it was sent; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. Notices by e-mail shall be deemed given by the end of the business day on which they are sent.

(e) **Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing Executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

(f) **Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the Wi-Fi Alliance and any attempt to do so is void.

(g) **Counterparts.** This Agreement may be Executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be Executed by their duly authorized representatives.

Exhibit A

Mark



ATTACHMENT III-A

Wi-Fi ZONE License Agreement

## Wi-Fi Zone License Agreement

This License Agreement (“**Agreement**”) is entered into effective as of the “Effective Date” as defined herein by and between the Wi-Fi Alliance, a California nonprofit mutual benefit corporation, and the applicant submitting the on-line license request to use the “Certification Mark” identified herein (“**Licensee**”).

### BACKGROUND

The Wi-Fi Alliance owns the Wi-Fi ZONE design mark shown on **Exhibit A** and defined herein as the “Certification Mark,” which it licenses as a certification mark to approved providers of wireless networking services to indicate that the service provider is using networking products that the Wi-Fi Alliance has certified as interoperable under the IEEE 802.11 wireless networking standard. Licensee wishes to obtain a license to use the Certification Mark and the Wi-Fi Alliance is willing to grant the license, subject to the terms and conditions herein.

### AGREEMENT

1. **Definitions.** For purpose of this Agreement:

(a) **“Application”** means the on-line application that Licensee submitted at [www.wi-fizone.org](http://www.wi-fizone.org) requesting the licenses granted herein.

(b) **“Certification Mark”** means the mark identified on **Exhibit A** hereto.

(c) **“Effective Date”** shall have the meaning given in Section 9(a).

(d) **“Execute,” “Executes,” “Executed,” and “Executing”** means to agree by action or electronic transmission to be bound by the terms, conditions and provisions of this Agreement. This Agreement is Executed by Licensee upon Licensee’s electronic acknowledgment of the Agreement’s terms as part of the Application. This Agreement is Executed by the Wi-Fi Alliance when the Wi-Fi Alliance transmits a copy of the Agreement to Licensee after Licensee’s Execution of it as part of the Application.

(e) **“Guidelines”** means the “Wi-Fi Alliance Mark Usage Manual: Wi-Fi Zone” as in effect from time to time and available for download while completing the Application and at [www.wi-fizone.org/WiFiZONE-BrandManual.pdf](http://www.wi-fizone.org/WiFiZONE-BrandManual.pdf).

(f) **“Locations”** means those locations at which Licensee provides the Services, as identified by Licensee in the Application and updated by Licensee from time to time as prescribed at [www.wi-fizone.org](http://www.wi-fizone.org).

(g) **“Products”** means products that provide wireless transmission and reception capabilities.

(h) **“Services”** means public wireless networking services that Licensee provides exclusively through Products that the Wi-Fi Alliance has certified for interoperability under the IEEE 802.11 standard.

## 2. **Certification Mark License.**

(a) **License Grant.** Provided that Licensee complies with the terms, conditions and provisions hereof, the Wi-Fi Alliance hereby grants to Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license, with limited right of sublicense solely as provided in Section 2(b), to use the Certification Mark solely in association with the Services at the Locations.

(b) **Sublicense Grant.** The Wi-Fi Alliance hereby grants to the Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to sublicense the Certification Mark to third parties with which Licensee has contracted to advertise, publicize or market the Services at the Locations. Licensee shall require all such third parties to agree in writing to all terms and conditions necessary and appropriate to protect the Wi-Fi Alliance’s right, title and interest to the Certification Marks, which shall include, but not be limited to, all applicable terms and conditions of this Agreement, and which shall also provide that the Wi-Fi Alliance shall be a third party beneficiary of each such agreement.

(c) **Reservation of Rights.** Except for the limited license rights granted herein, the Wi-Fi Alliance reserves to itself all right, title and interest in and to the Certification Mark.

## 3. **License Requirements and Limitations.** The licenses granted pursuant to Section 2 are granted subject to the following requirements and limitations:

(a) **All Sites Registered.** So long as this Agreement remains in effect, Licensee shall include all of the sites at which it provides public access wireless networking services using the IEEE 802.11 standard as Locations that are licensed hereunder.

(b) **Compliance with Guidelines.** Licensee shall comply with all requirements in the Guidelines. Licensee is solely responsible for keeping itself informed of the current requirements in the Guidelines by reviewing from time to time the version posted on the Wi-Fi Zone Web Site and for making any necessary changes to its practices to remain in compliance with any revisions to the Guidelines. The Wi-Fi Alliance is under no obligation to inform Licensee of changes to the Guidelines other than by posting the revised version on its Web site, but the Wi-Fi Alliance agrees to refrain from taking action without prior affirmative notice to Licensee if the provision upon which the Wi-Fi Alliance action is to be based is materially different from the Guidelines that are applicable to this Agreement on the Effective Date. If Licensee does not agree with any changes to the Guidelines, Licensee’s sole remedy is to terminate this Agreement as provided herein.



(c) **Program Requirements.** Licensee shall at all times comply with all requirements of the Wi-Fi Zone licensing program as set forth in this Agreement and as stated in the Guidelines from time to time. Without limitation, (i) Licensee shall use only Wi-Fi CERTIFIED IEEE 802.11 equipment at each Location, and (ii) Licensee shall provide wireless Internet access at the Location exclusively through the Wi-Fi CERTIFIED equipment.

(d) **Consent to Disclosure and Use of Information Concerning Locations.** Licensee consents to the inclusion in the Wi-Fi Alliance database of the information that Licensee provided in the Application and the public disclosure of such information as the Wi-Fi Alliance may deem appropriate to promote the IEEE 802.11 high rate wireless networking standard, the Wi-Fi Alliances product certification programs, and the wireless networking services of Licensee and other licensees of the Wi-Fi Alliance. Such disclosures may include, without limitation, Licensee's name and address, the name and address of each Location, as well as the SSID at each Location and equipment deployed at that Location.

(e) **Certain Geographic or Usage Limitations.** In the event the Wi-Fi Alliance determines that use of the Certification Mark may in any particular manner or jurisdiction violate any applicable laws or regulations, be contrary to public policy or may subject Licensee or the Wi-Fi Alliance to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of notice and request from the Wi-Fi Alliance, to promptly cease and desist from all use of the Certification Mark in such particular manner or jurisdiction.

(f) **Control.** The Wi-Fi Alliance shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Certification Mark, the Guidelines, and its process for certifying Products and Services.

(g) **Specific Use Restrictions.** The licenses granted in this Section 2 may be used solely in connection with the Services and are subject to the restrictions and obligations of Licensee set forth in this Agreement, including, without limitation, the following:

(i) Licensee shall not modify, enhance or change the Certification Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Certification Mark.

(ii) Licensee shall not omit portions or use a partial version of the Certification Mark.

(iii) Licensee shall not use the Certification Mark as a domain name, including, without limitation, as a sub-domain name or name of the service or company.

(iv) Licensee shall not use the Certification Mark: (a) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Certification Mark; (b) in any manner as would violate the rights of any third parties; (c) in any manner as would result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Certification Mark; (d) on or in connection with any products or services other than the Services and promotional materials pertaining to the Services; or (e) in any manner other than as a certification mark.

(h) **Inspection.** The Wi-Fi Alliance and its authorized agents and representatives shall have the right to enter upon the premises of a Location at during the times that the Location is open for public access or otherwise by mutual consent to verify Licensee's compliance with the requirements of this Agreement.

(i) **Third-Party Infringement.** Licensee will promptly notify the Wi-Fi Alliance if it becomes aware of any infringement of the Certification Mark by a third party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.

(j) **Valid Service Contract.** Licensee shall maintain in effect at all times while it is using the Certification Mark a contract with its Internet service provider that expressly permits Licensee to provide Services to its customers in the manner contemplated hereby.

(k) **Commercially Appropriate Network Practices.** Licensee shall comply with generally accepted commercial practices regarding network usage, including each of the following:

(i) **Compliance With Network Terms of Use.** Licensee shall comply with the terms of use of the Internet service provider and any of additional upstream networks that Licensee uses to provide Internet access at the Location.

(ii) **No Illegal Use of Network.** Licensee shall not use the Services in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

(iii) **Network Security.** Licensee shall not use the Services for the purpose of compromising or attacking the security of a network, service, or other system, through such means as, for example, hacking, monitoring, or using systems without authorization, scanning ports, conducting denial of service attacks, and distributing viruses or other harmful software.

(iv) **Spam.** Licensee shall not use the Services to transmit unsolicited commercial or bulk e-mail messages or to make multiple identical postings in multiple newsgroups, online bulletin boards, or other online forums ("spam").

(v) **Offensive Materials.** Licensee shall not use the Services to transmit materials that are generally regarded as offensive, including obscene, pornographic, indecent, and hateful materials.

(vi) **Licensee's Network Users.** Licensee shall impose the foregoing requirements and prohibitions on users of the Services at each Location through use terms or other means and shall not assist or knowingly permit any of its customers to use the Services to engage in any of the activities prohibited hereby.

(l) **Use of "Wi-Fi."** Nothing in this Agreement gives Licensee the right or license to use the mark "Wi-Fi" apart from the mark as shown in **Exhibit A**. Any use of such mark shall occur only if and to the extent permitted by the Manual or a separate agreement between Licensee and the Wi-Fi Alliance. Licensee shall not use "Wi-Fi" except as permitted therein.

(m) **Noncompliance.** Licensee shall immediately and at its sole cost and expense correct any usage of the Certification Mark that the W-Fi Alliance regards as failing to comply with the requirements of this Agreement or the Guidelines.

4. **License Fees and Royalties.** The licenses granted hereunder are fully paid and without royalty.

5. **Wi-Fi Alliance Ownership of the Certification Mark.** Licensee acknowledges the Wi-Fi Alliance's exclusive right, title, and interest in and to the Certification Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Certification Mark except as otherwise expressly so provided. Licensee acknowledges that its use of the Certification Mark hereunder will not create in it any right, title or interest in the Certification Mark other than the limited license rights granted herein and that all such use of the Certification Mark and the goodwill generated thereby will inure to the benefit of the Wi-Fi Alliance. Should the Wi-Fi Alliance, in its sole discretion, deem it necessary to record Licensee as a registered licensee of the Certification Mark in any jurisdiction, it shall do so at Licensee's expense (provided that Licensee may avoid such expenses by covenanting in an amendment to this Agreement that it will not use the Certification Mark in such countries), and Licensee will cooperate with Wi-Fi Alliance to effect such recordation. Licensee warrants and represents with respect thereto that (a) it will not at any time challenge the Wi-Fi Alliance's right, title, or interest in the Certification Mark or the validity the Certification Mark or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of the Wi-Fi Alliance in the Certification Mark; (c) it will not represent that it has any ownership in or rights with respect to the Certification Mark; and (d) it will not, either during or subsequent to the term of this Agreement, use any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Certification Mark or any of the Wi-Fi Alliance's other marks.

6. **Representations of Licensee.** Licensee represents and warrants that

- (a) If it is an entity, it is duly organized and in good standing under the laws of its jurisdiction of organization;
- (b) Licensee has taken all actions that are necessary or advisable in order for it to enter into this Agreement;
- (c) The person Executing this Agreement on behalf Licensee is authorized to do so;
- (d) The Agreement, upon its Execution by Licensee (and assuming due Execution by the Wi-Fi Alliance) shall be the binding obligation of Licensee, enforceable in accordance with its terms; and
- (e) Licensee currently uses only Products that the Wi-Fi Alliance has certified to provide public access networking services at each Location and shall continue to do so while this Agreement remains in effect.
- (f) Licensee has included as part of the Application all of the sites at which it provides wireless networking services using the IEEE 802.11 standard. If, at any time while this Agreement remains in effect, Licensee shall add new sites employing the IEEE 802.11 standard, such sites shall comply with the requirements of this Agreement and Licensee shall promptly register those sites as part of this Agreement.

7. **No Warranty by the Wi-Fi Alliance.** The Wi-Fi Alliance provides the licenses granted hereunder without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WI-FI ALLIANCE DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES.

8. **Limitation of Liability.** IN NO EVENT SHALL THE WI-FI ALLIANCE BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED AND EVEN IF THE WI-FI ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

9. **Effective Date, Term and Termination.**

(a) **Effective Date.** This Agreement shall commence and the licenses granted hereunder shall become effective **(the “Effective Date”)** upon Execution of this Agreement by both parties, provided that Licensee may revoke its execution of this Agreement if it notifies the Wi-Fi Alliance that it wishes to do so within three (3) business days after it Executes this Agreement.

(b) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by a party as provided herein.

(c) **Termination.**

(i) **Termination by Licensee.** Licensee may terminate this Agreement at any time by providing notice to the Wi-Fi Alliance and by discontinuing all use of the Certification Mark. Termination in this manner shall be effective upon receipt of the notice by the Wi-Fi Alliance or at such time (not to exceed thirty (30) days) specified in the notice from Licensee.

(ii) **Termination by the Wi-Fi Alliance.** The Wi-Fi Alliance may terminate this Agreement upon thirty (30) days notice if Licensee breaches any provision of this Agreement and fails to cure such breach within such thirty (30)-day period. The Wi-Fi Alliance may terminate this Agreement upon written notice in connection with its termination of the Wi-Fi ZONE licensing program. Beginning one year after the Effective Date, the Wi-Fi Alliance may terminate this Agreement for convenience upon written notice to Licensee.

(iii) **Consequences of Termination.** Upon termination of this Agreement, the licenses and all sublicenses granted hereunder shall immediately terminate. Licensee will immediately discontinue all use of the Certification Mark and shall immediately cause each sublicensee of the Certification Mark to discontinue its use. Licensee and its sublicensee(s) shall thereafter immediately destroy all materials in their possession containing the Certification Mark and shall certify to the destruction of such materials if the Wi-Fi Alliance requests that they do so.

10. **Compliance with Laws.** Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with its performance of the Services and the operation of its business generally.

11. **Indemnity.** The Wi-Fi Alliance assumes no liability to Licensee or to third parties with respect to the performance characteristics of the Services in association with the Certification Mark and Licensee shall defend and indemnify the Wi-Fi Alliance and hold it harmless from and against losses and expenses (including its attorneys fees) incurred in connection with claims of third parties against the Wi-Fi Alliance arising from or in any way relating to Licensee's use of the Certification Mark (except to the extent that such claims relate solely to an allegation that the Certification Mark infringes a third party's rights).

12. **Miscellaneous.**

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in California and further agree that any cause of action arising under this Agreement shall be brought in a court in the County of Santa Clara, California.

(b) **Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(c) **Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

(d) **Notice.** The Wi-Fi Alliance may give notice to Licensee by personal delivery, mail, courier, or facsimile to Licensee's physical address as identified in the Application or by e-mail to the e-mail address identified in the Application. Licensee may give notice to the Wi-Fi Alliance by personal delivery, mail, courier, or facsimile to the Wi-Fi Alliance's physical address as identified at [www.wi-fizone.com](http://www.wi-fizone.com), addressed to the attention of the Executive Director, or electronically by e-mail to [zone-admin@wi-fi.org](mailto:zone-admin@wi-fi.org). Notice shall be deemed given: upon personal delivery; if sent by fax, with confirmation of correct transmission, on the next business day after it was sent; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. Notices by e-mail shall be deemed given by the end of the business day on which they are sent.

(e) **Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing Executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

(f) **Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the Wi-Fi Alliance and any attempt to do so is void.

(g) **Counterparts.** This Agreement may be Executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be Executed by their duly authorized representatives.

Exhibit A  
Certification Mark



## ATTACHMENT IV-A

### Mark License Agreement

**(Special Promotion of Wi-Fi ZONE Programs by Members)**



## Mark License Agreement

### (Special Promotion of Wi-Fi ZONE Programs by Members)

This License Agreement (“**Agreement**”) is entered into effective as of the date of the last signature on the signature page below (“**Effective Date**”) by and between the Wi-Fi Alliance, a California nonprofit mutual benefit corporation, and the applicant submitting the license request to use the design mark identified herein (“**Licensee**”).

### BACKGROUND

The Wi-Fi Alliance owns the “Wi-Fi ZONE” design mark shown on **Exhibit A** and defined herein as the “Mark,” which it uses as a certification mark for the Wi-Fi ZONE certification program for providers of public Internet access services and which it licenses to participants in that program who have obtained certification for its services. Licensee, a member of the Wi-Fi Alliance, wishes to obtain a license to use the Mark to promote the certification program and the Wi-Fi Alliance is willing to grant the license, subject to the terms and conditions herein.

### AGREEMENT

1. **Definitions.** For purpose of this Agreement:

(a) **“Application”** means the on-line application or written request to the Wi-Fi Alliance that Licensee submitted requesting the licenses granted herein.

(b) **“Manual”** means the Mark Usage Manual entitled “Special Promotion of Wi-Fi ZONE Program by Wi-Fi Alliance Members” as in effect from time to time.

(c) **“Mark”** means the mark identified on **Exhibit A** hereto.

2. **Mark License.**

(a) **License Grant.** Provided that Licensee complies with the terms, conditions and provisions hereof, the Wi-Fi Alliance hereby grants Licensee a limited, non-exclusive, worldwide, revocable, non-transferable royalty-free license, with limited right of sublicense solely as provided in Section 2(a)(iii), to use the Mark to promote the Wi-Fi ZONE certification program in accordance with the requirements of the Manual.

(b) **Sublicense Grant.** The Wi-Fi Alliance hereby grants to the Licensee a limited, non-exclusive, worldwide, revocable, non-transferable license to sublicense the Mark to third parties with which Licensee has contracted to provide advertising or promotional services for Licensee in connection with Licensee’s promotional activities using the Mark as permitted in Section 2(a). Licensee shall require all such third parties to agree in writing to all terms and conditions necessary and appropriate to protect the Wi-Fi Alliance’s right, title and interest to the Mark, which shall include, but not be

limited to, all applicable terms and conditions of this Agreement, and which shall also provide that the Wi-Fi Alliance shall be a third party beneficiary of each such agreement.

(c) **Reservation of Rights.** Except for the limited license rights granted herein, the Wi-Fi Alliance reserves to itself all right, title and interest in and to the Mark.

3. **License Requirements and Limitations.** The licenses granted pursuant to Section 2 are granted subject to the following requirements and limitations:

(a) **Compliance with Manual.** Licensee shall comply with all requirements in the Manual that pertain to the Mark. Licensee is solely responsible for keeping itself informed of the current requirements in the Manual by reviewing from time to time the version posted on the Wi-Fi Alliance Web site and for making any necessary changes to its practices to remain in compliance with any revisions to the Manual. The Wi-Fi Alliance is under no obligation to inform Licensee of changes to the Manual other than by posting the revised version on its Web site, but the Wi-Fi Alliance agrees to refrain from taking action without prior affirmative notice to Licensee if the provision upon which the Wi-Fi Alliance action is to be based is materially different from the Manual that are applicable to this Agreement on the Effective Date. If Licensee does not agree with any changes to the Manual, Licensee's sole remedy is to terminate this Agreement as provided herein.

(b) **Prior Review and Approval of Proposed Use.** Licensee will not use the Mark on any materials without first submitting specimens of the proposed usage and obtaining the Wi-Fi Alliance's authorization for such use in accordance with the procedures prescribed in the Manual.

(c) **Membership Status.** Licensee will maintain its Wi-Fi membership in good standing at all times while it is using the Mark.

(d) **Certain Geographic or Usage Limitations.** In the event the Wi-Fi Alliance determines that use of the Mark may in any particular manner or jurisdiction violate any applicable laws or regulations, be contrary to public policy or may subject Licensee or the Wi-Fi Alliance to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of notice and request from the Wi-Fi Alliance, to promptly cease and desist from all use of the Mark in such particular manner or jurisdiction.

(e) **Control.** The Wi-Fi Alliance shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Mark and the Manual.

(f) **Specific Use Restrictions.** The licenses granted in this Section 2 may be used solely in connection with the Certified Products and are subject to the restrictions

and obligations of Licensee set forth in this Agreement, including, without limitation, the following:

- (i) Licensee shall strictly comply with the graphics representation requirements for the Mark, as set forth in the Manual.
- (ii) Licensee shall not modify, enhance or change the Mark or combine it with another mark, or use, adopt or register any marks confusingly similar to the Mark.
- (iii) Licensee shall not omit portions or use a partial version of the Mark.
- (iv) Licensee shall not use the Mark, or any portion thereof, as a domain name, including, without limitation, as a sub-domain name or name of the service or company.
- (v) Licensee shall not use the Mark: (a) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Mark; (b) in any manner as would violate the rights of any third parties; (c) in any manner as would result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Mark; (d) or on or in connection with any goods, services or activities except as permitted under the licenses in Section 2 or the Manual.
- (g) **Inspection.** Licensee will, upon the Wi-Fi Alliance's request and at no cost to the Wi-Fi Alliance, provide the Wi-Fi Alliance with a reasonable number of samples of materials bearing the Mark within ten (10) business days from receipt of its written request.
- (h) **Nonconforming Goods, Services, Activities and Materials.** If Licensee becomes aware at any time that any goods, services, activities or materials with which it is using the Mark do not comply with the requirements of this Agreement or the Manual, it will, at its sole cost and expense, immediately cease all use of the Mark on or in association with the nonconforming goods, services, activities or materials, as applicable, and shall immediately discontinue distribution of any noncompliant or nonconforming tangible items. Licensee will immediately remove the Mark from all such tangible items, or if it is not feasible or is impractical to remove the Mark from such items, destroy them.
- (i) **Third-Party Infringement.** Licensee will promptly notify the Wi-Fi Alliance if it becomes aware of any infringement of the Mark by a third party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.
- (j) **Noncompliance.** Licensee shall immediately and its sole cost and expense correct any usage of the Mark that the W-Fi Alliance regards as failing to comply with the requirements of this Agreement or the Manual.

(k) **No Use as Certification Mark.** Licensee shall under no circumstance use the Mark as a certification mark or use the Mark in a manner that could lead third parties to believe that the Wi-Fi Alliance or any other party has certified its products or services under the Wi-Fi ZONE program.

(l) **Use of “Wi-Fi.”** Nothing in this Agreement gives Licensee the right or license to use the mark “Wi-Fi” apart from the Mark as shown in Exhibit A. Any use of such mark shall occur only if and to the extent permitted by the Wi-Fi Alliance in its general policies concerning such use or in a separate agreement between Licensee and the Wi-Fi Alliance. Licensee shall not use “Wi-Fi” except as permitted therein.

(m) **Unauthorized Use of the Mark by Licensee.** Licensee acknowledges that if it engages in any unauthorized use or reference to the Mark, its right to continue using the Mark may be terminated and that irreparable injury will occur if such unauthorized use continues.

(n) **Relationship of Agreement and Wi-Fi Alliance Membership.** This Agreement constitutes a portion of the “rules and regulations” of the Wi-Fi Alliance as contemplated by the corporation’s Bylaws. Licensee acknowledges that a breach of this Agreement is also a breach of those rules and regulations and may give rise to the suspension or termination of Licensee’s membership in the Wi-Fi Alliance.

4. **License Fees and Royalties.** The licenses granted hereunder are fully paid and without royalty.

5. **Wi-Fi Alliance Ownership of the Mark.** Licensee acknowledges the Wi-Fi Alliance’s exclusive right, title, and interest in and to the Mark and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Mark except as otherwise expressly so provided. Licensee acknowledges that its use of the Mark hereunder will not create in it any right, title or interest in the Mark other than the limited license rights granted herein and that all such use of the Mark and the goodwill generated thereby will inure to the benefit of the Wi-Fi Alliance. Should the Wi-Fi Alliance, in its sole discretion, deem it necessary to record Licensee as a registered licensee of the Mark in any jurisdiction, it shall do so at Licensee's expense (provided that Licensee may avoid such expenses by covenanting in an amendment to this Agreement that it will not use the Mark in such countries), and Licensee will cooperate with Wi-Fi Alliance to effect such recordation. Licensee warrants and represents with respect thereto that (a) it will not at any time challenge the Wi-Fi Alliance’s right, title, or interest in the Mark or the validity the Mark or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of the Wi-Fi Alliance in the Mark; (c) it will not represent that it has any ownership in or rights with respect to the Mark; and (d) it will not, either during or subsequent to the term of this Agreement, adopt, use, or register any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Mark or any of the Wi-Fi Alliance’s other marks.

6. **Representations of Licensee.** Licensee represents and warrants that

(a) It is duly organized and in good standing under the laws of its jurisdiction of organization;

(b) Licensee has taken all actions that are necessary or advisable in order for it to enter into this Agreement;

(c) The person executing this Agreement on behalf Licensee is authorized to do so;

(d) The Agreement, upon its execution by Licensee (and assuming due execution by the Wi-Fi Alliance) shall be the binding obligation of Licensee, enforceable in accordance with its terms;

(e) Licensee will comply with all changes to the Manual within three (3) months from the date of receipt of written notice of such changes; and

(f) Licensee will not challenge the Wi-Fi Alliance's rights under the Manual, or this Agreement and will not challenge the validity of any Wi-Fi Alliance mark.

7. **No Warranty by the Wi-Fi Alliance.** The Wi-Fi Alliance provides the licenses granted hereunder without warranty of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WI-FI ALLIANCE DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES.

8. **Limitation of Liability.** IN NO EVENT SHALL THE WI-FI ALLIANCE BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED AND EVEN IF THE WI-FI ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

9. **Indemnity.** Licensee agrees to defend, indemnify and hold Wi-Fi Alliance and its respective representatives, employees, officers, directors and agents harmless against all claims, suits, cost, damages, judgments, attorney's fees, settlements or expenses incurred caused by, arising from or relating to any breach of this Agreement by Licensee or claimed, obtained or sustained by any third party, whether for personal injury, misrepresentation, or otherwise arising out of or relating to the Licensee's business activities, including, without limitation, the manufacture, advertising, promotion, use, marketing or sale of the goods, services, or activities using the Mark, provided such claims are not caused by Wi-Fi Alliance's negligence or breach of this Agreement.

10. **Term and Termination.**

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year unless earlier terminated as provided herein. The parties may agree to a different term in a separately executed writing that references this Agreement.

(b) **Termination.**

(i) **Termination by Licensee.** Licensee may terminate this Agreement at any time by providing notice to the Wi-Fi Alliance and by discontinuing all use of the Mark. Termination in this manner shall be effective upon receipt of the notice by the Wi-Fi Alliance or at such time (not to exceed thirty (30) days) specified in the notice from Licensee.

(ii) **Termination by the Wi-Fi Alliance.** The Wi-Fi Alliance may terminate this Agreement upon thirty (30) days notice if Licensee breaches any provision of this Agreement and fails to cure such breach within such thirty (30)-day period. The Wi-Fi Alliance may terminate this Agreement upon written notice if Licensee ceases to be a member in good standing of the Wi-Fi Alliance. The Wi-Fi Alliance may terminate this Agreement for convenience upon not less than thirty (30) days' written notice to Licensee if it discontinues its use of the Mark for the purposes for which it is licensed hereunder.

(iii) **Consequences of Termination.** Upon the expiration or termination of this Agreement, the licenses and all sublicenses granted hereunder shall immediately terminate. Licensee will immediately discontinue all use of the Mark and shall immediately cause each sublicensee of the Mark to discontinue its use. Licensee and its sublicensee(s) shall thereafter immediately remove the Mark from all materials to which it is applied, or if removal of the Mark is not feasible or is impractical, destroy all materials in their possession containing the Mark and shall certify to the destruction of such materials if the Wi-Fi Alliance requests that they do so.

11. **Compliance with Laws.** Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with the operation of its business generally.

12. **Miscellaneous.**

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof. Both parties submit to jurisdiction in California and further agree that any cause of action arising under this Agreement shall be brought in a court in the County of Santa Clara, California.

(b) **Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without

being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(c) **Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

(d) **Notice.** The Wi-Fi Alliance may give notice to Licensee by personal delivery, mail, courier, or facsimile to Licensee's physical address as identified in the Wi-Fi Alliance's membership records or by e-mail to the e-mail address identified in the Application. Licensee may give notice to the Wi-Fi Alliance by personal delivery, mail, courier, or facsimile to the Wi-Fi Alliance's physical address as identified at [www.wi-fi.org](http://www.wi-fi.org) or electronically by e-mail to [info@wi-fi.org](mailto:info@wi-fi.org). Notice shall be deemed given: upon personal delivery; if sent by fax, with confirmation of correct transmission, on the next business day after it was sent; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. Notices by e-mail shall be deemed given by the end of the business day on which they are sent.

(e) **Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

(f) **Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the Wi-Fi Alliance and any attempt to do so is void.

(g) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date of the last signature below.

**Licensee:**

\_\_\_\_\_  
(Company Name)

**Wi-Fi Alliance**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Frank D. Hanzlik  
Managing Director

\_\_\_\_\_  
(Date)



Exhibit A

Mark



ATTACHMENT VII-A

**Wi-Fi ZONE Finder™ Linking Agreement**

## Wi-Fi ZONE Finder™ Linking Agreement

THIS AGREEMENT is entered into as of the date of the last signature below by and between the Wi-Fi Alliance, a California nonprofit mutual benefit corporation, and the company identified on the signature page below ("Company").

### BACKGROUND

The Wi-Fi Alliance owns and operates a Web site at [www.wi-fizone.org](http://www.wi-fizone.org) (the "Wi-Fi ZONE Site"). As part of the Wi-Fi ZONE Site, the Wi-Fi Alliance makes available to the public a database identifying locations that provide public wireless networking services using Wi-Fi CERTIFIED™ equipment, currently located at <http://www.wi-fizone.org/zoneFinder.asp?TID=7> (the "ZONE Finder Page").

Company owns and operates the Web site identified on the **Exhibit A** of this Agreement (the "Company Site"). Company wishes to place a hypertext Web link on the Company Site to direct visitors to the Company Site to the ZONE Finder Page and the Wi-Fi Alliance is willing to permit Company to do so.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

#### 1. Company's Obligations.

(a) During the term of the Agreement, Company agrees to place a hypertext link (the "Link") to the ZONE Finder Page on the Company Site Web page identified on **Exhibit A** or any successor page thereto (the "Linking Page").

(b) In connection with the Link, Company may also use the Wi-Fi ZONE logo provided by the Wi-Fi Alliance (the "Mark").

(c) The Link, if presented in text form, shall read either "Wi-Fi ZONE™" or "Wi-Fi ZONE Finder™."

(d) Company shall not present the ZONE Finder Page within a frame on the Company Site or in any other manner that modifies the appearance of the ZONE Finder Page for the user.

(e) Company's placement and usage of the Mark shall comply with the requirements of the Mark Usage Terms attached to this Agreement as **Exhibit B**.

#### 2. Wi-Fi Alliance Obligations.

(a) Subject to the terms and conditions of this Agreement, the Wi-Fi Alliance hereby grants, for the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right to establish the Link to the ZONE Finder Page. In addition, the Wi-Fi Alliance grants to Company a nonexclusive license to use the Mark in connection with the Link.

3. **Fees.** Neither party shall have an obligation to pay any fees or royalties to the other under this Agreement.

4. **Web Site Content.** Company shall not include, store, or share on or from the Company Site any content that infringes any third party's proprietary or intellectual property rights; violates or facilitates the violation of any law or regulation in any jurisdiction; is tortious in any manner, including without limitation, defamatory, libelous, unlawfully threatening or unlawfully harassing; is lewd, obscene or pornographic; is demeaning to any individual or group on the basis of race, religion, ethnicity, or national origin; or disrupts any third party's use and enjoyment of the Internet, including, without limitation, through computer code that is intended to or has the effect of damaging, interfering with, intercepting or expropriating any system or system resources, data or personal information of any third party. Nor shall Company permit any users of the Company Web site to do so while visiting the Company Web Site.

5. **Other Links; Link Restrictions.**

(a) **Other Links Permitted.** During the term of this Agreement, Company may link to other pages on the Wi-Fi ZONE Site and the Wi-Fi Alliance Web site at [www.wi-fi.org](http://www.wi-fi.org), provided that such links comply with the provisions regarding linking in "Terms and Conditions of Use" for the applicable Web site and are not placed or used in a context or manner in which their presence is inaccurate, false, misleading, or deceptive, or in any manner that is inconsistent with the purposes and programs of the Wi-Fi Alliance, and provided further, that the Mark may only be used with the Link on the Linking Page.

(b) **Prohibited Links.** Company shall not link to the Web site or database of any other provider of public wireless network service database information and shall not license or operate directly any database that contains such information if Company is using the Mark in connection with the Link. This prohibition shall not apply if Company is using only a text link as the Link.

6. **Public Access.** Company agrees to allow unrestricted access to the Linking Page by visitors to the Company Web Site. Company will not impose any fees on the use of the Linking Page or Link by visitors to the Company Web Site.

7. **Proprietary Rights.** The Wi-Fi Alliance owns and shall retain all right, title and interest in the ZONE Finder Database and the data contained therein and the Mark and no ownership interest whatsoever in any of them, or in any other tangible or intangible asset of the Wi-Fi Alliance, is transferred to Company under this Agreement.

8. **Representations and Warranties.**

(a) Company represents and warrants that it has the necessary power and authority to enter into and perform its obligations under this Agreement.

(b) Company represents and warrants that it has duly registered the domain name of the Company Web Site with all required authorities and possesses and will maintain all rights necessary to use such domain name.

(c) Company represents and warrants that no content or materials available at the Company Web Site (including, without limitation, content and materials supplied by users of Company Web Site) infringes any third-party intellectual property or other proprietary right, including, but not limited to any copyright, patent, trademark or other proprietary right.

(d) Company represents and warrants that no content or materials available at the Company Web Site (including, without limitation, content and materials supplied by users of Company Web Site) violates any applicable law, regulation or nonproprietary third-party right, including, without limitation, any laws that are applicable to the collection, storage, and use of personal information of visitors to the Company Web Site.

9. **Indemnity.** Company will defend, indemnify and hold the Wi-Fi Alliance, its members, directors, officers, employees, contractors and affiliates, harmless from and against any and all claims, liabilities, judgments, penalties, and taxes, civil and criminal, and all costs, expenses (including, without limitation, reasonable attorneys' fees) incurred in connection therewith, which any of them may incur or to which any of them may be subjected, arising out of or relating to a breach by Company of a provision of this Agreement.

10. **Warranty Disclaimer.** The Wi-Fi Alliance does not make any representation or warranty regarding the information contained in the ZONE Finder database that is accessed through the ZONE Finder page, including, without limitation, the accuracy and currency of such information. Nor does the Wi-Fi Alliance represent or warrant that Company will obtain any particular level of Web traffic or other results by linking to the ZONE Finder Page. The Wi-Fi Alliance is granting all rights under this Agreement on an "AS-IS" basis, without warranty of any kind. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

12. **Term and Termination.**

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall continue until terminated as provided herein.

(b) **Termination.**

(i) **Immediate Termination.** The Wi-Fi Alliance shall have the right to immediately terminate this Agreement by giving written notice to Company if:

(1) Company files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if Company discontinues or dissolves its business, or if a receiver is appointed for Company or for Company's business and such receiver is not discharged within sixty (60) days.

(2) Company makes any change in the current management of Company that, in the opinion of the Wi-Fi Alliance, would substantially impair the Wi-Fi Alliance's rights under this Agreement (including its rights in the Mark).

(3) Company engages in any illegal, unfair, or deceptive business practices or unethical conduct whatsoever.

(4) there is a sale of a majority interest in Company to a third party.

(ii) **Termination Upon Notice.** Either party may terminate this Agreement for cause or convenience upon thirty (30) days notice.

(c) **Consequences of Termination.** Upon expiration or termination of this Agreement, Company shall (i) immediately discontinue all use of the Link and the Mark and remove them from the Company Web Site and (ii) destroy all materials and electronic files containing the Mark (except to the extent that they are generally available to the public without restrictions on use).

13. **Relationship of the Parties.** Nothing contained herein shall constitute this arrangement to be a joint venture or a partnership between the Wi-Fi Alliance and Company. Each party shall be solely responsible for and shall hold the other harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workers' compensation.

14. **Force Majeure.** Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

15. **Notice.**

(a) Any notice required to be given under this Agreement shall be in writing and delivered personally or by confirmed e-mail or facsimile to the other designated party at the address listed below or mailed by certified, registered or Express mail, return receipt requested or by a nationally recognized courier service with delivery signature confirmation.

(b) Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

16. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof. All disputes under this Agreement shall be resolved by litigation in the courts of the State of California in and for the County of Alameda, including the federal courts therein and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

17. **Binding Agreement.** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

18. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed.

19. **Waiver.** No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

20. **Severability.** If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

21. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date of its full execution.

**Company:**

**Wi-Fi Alliance:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:**

**Address:**

\_\_\_\_\_

3925 W. Braker Lane  
Austin, TX 78759

\_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

e-mail: info@wi-fi.org

**Exhibit A**

**Company Web Site:** \_\_\_\_\_

**Linking Page:** \_\_\_\_\_

**Exhibit B**  
**Mark Usage Terms**



ATTACHMENT VII-B

**Wi-Fi ZONE Finder™ Portal Agreement**

## Wi-Fi ZONE Finder™ Portal Agreement

THIS AGREEMENT is entered into as of the date of the last signature below by and between the Wi-Fi Alliance, a California nonprofit mutual benefit corporation, and the company identified on the signature page below ("Company").

### BACKGROUND

The Wi-Fi Alliance owns and operates a Web site at [www.wi-fizone.org](http://www.wi-fizone.org) (the "Wi-Fi ZONE Site"). As part of the Wi-Fi ZONE Site, the Wi-Fi Alliance makes available to the public a database identifying locations that provide public wireless networking services using Wi-Fi CERTIFIED™ equipment (the "ZONE Finder Database").

Company owns and operates the Web site identified on the **Exhibit A** of this Agreement (the "Company Site"). Company wishes to create on the Company Site a portal to the ZONE Finder Database that will allow users of the portal to access the ZONE Finder Database directly and the Wi-Fi Alliance is willing to permit Company to do so.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

#### 1. Company's Obligations.

(a) Using "Web Service Description Language" ("WSDL") that the Wi-Fi Alliance shall provide, Company agrees to incorporate code into its Web site ("Portal Code") that will provide users of the Company Site with direct access to and interaction with the ZONE Finder Database as a Web service on the Company Site (the "Portal").

(b) Company will establish the Portal on the Company Site Web page identified on **Exhibit A** or any successor page thereto (the "Portal Page").

(c) During the term of the Agreement, Company will maintain the Portal on the Portal Page.

(d) In connection with the Portal, Company agrees to include the Wi-Fi ZONE logo provided by the Wi-Fi Alliance (the "Mark").

(e) Company's placement and usage of the Mark shall comply with the requirements of the Mark Usage Terms attached to this Agreement as **Exhibit B**.

(f) Company shall include the following statement as part of the Portal:

The Wi-Fi ZONE Finder™ is an international listing of locations that provide public Internet access and are approved by the Wi-Fi Alliance. By providing the public access over Wi-Fi CERTIFIED™ equipment, these locations help promote a reliable wireless Internet connection.

Company shall place this statement either (i) above the search tool interface for the Portal on the Portal Page or (ii) adjacent to each link to the Portal Page on the Company Site. Company shall not enable navigation to the Portal Page that permits a user of the Company Site to use the Portal functionality without first seeing the foregoing statement.

(g) The Portal Page shall be no farther than two sub-pages from the primary page (i.e., the "home page," "main page" or "entry page") for the Company Site. For the sake of clarification, if "abc.com" is Company Site's principal page, then the Portal Page must be on a first-level subpage ("abc.com/qrs.htm") or a second-level subpage ("abc.com/qrs/xyz.htm") and must be reachable from the primary page through no more than two mouse clicks.

(h) Company shall not attempt to gain access to data or categories of data in the ZONE Finder Database that are not made readily available through the WSDL that the Wi-Fi Alliance provides to it. Under no

circumstance shall Company attempt to implement database or Web service features or functions in relation to the ZONE Finder Database that are not directly implemented through the WSDL.

**2. Wi-Fi Alliance Obligations.**

(a) The Wi-Fi Alliance shall provide Company with the WSDL. The Wi-Fi Alliance may, at its option, provide Company sample Portal Code. Company may use the sample Portal Code or create its own Portal Code using any programming language that permits implementation of XML Web services. Company shall be responsible, at its sole cost and expense, for obtaining any necessary licenses for the programming software that it will use to create the Portal Code.

(b) Subject to the terms and conditions of this Agreement, the Wi-Fi Alliance hereby grants, for the term of this Agreement, a nonexclusive, non-transferable, non-sublicensable right to use the WSDL to establish the Portal to the ZONE Finder Database and to permit visitors to the Company Web Site to use the Portal to access the ZONE Finder Database and obtain information from it. In addition, the Wi-Fi Alliance grants to Company a nonexclusive, non-transferable, non-sublicensable license to use the Mark in connection with the Portal.

**3. Fees.** Neither party shall have an obligation to pay any fees or royalties to the other under this Agreement.

**4. Web Site Content.** Company shall not include, store, or share on or from the Company Site any content that infringes any third party's proprietary or intellectual property rights; violates or facilitates the violation of any law or regulation in any jurisdiction; is tortious in any manner, including without limitation, defamatory, libelous, unlawfully threatening or unlawfully harassing; is lewd, obscene or pornographic; is demeaning to any individual or group on the basis of race, religion, ethnicity, or national origin; or disrupts any third party's use and enjoyment of the Internet, including, without limitation, through computer code that is intended to or has the effect of damaging, interfering with, intercepting or expropriating any system or system resources, data or personal information of any third party. Nor shall Company permit any users of the Company Web site to do so while visiting the Company Web Site.

**5. Changes to Web Site.** Company will notify the Wi-Fi Alliance of any significant changes to the content or structure of the Portal Page within fifteen (15) days of the change. The Wi-Fi Alliance may terminate this agreement upon fifteen (15) days notice after any significant change to the Company Web Site.

**6. Linking; Portal Restrictions.**

(a) **Linking Permitted.** During the term of this Agreement, Company may link to other pages on the Wi-Fi ZONE Site and the Wi-Fi Alliance Web site at [www.wi-fi.org](http://www.wi-fi.org), provided that such links comply with the provisions regarding linking in "Terms and Conditions of Use" for the applicable Web site and are not placed or used in a context or manner in which their presence is inaccurate, false, misleading, or deceptive, or in any manner that is inconsistent with the purposes and programs of the Wi-Fi Alliance, and provided further, that the Mark may not be used with any such link without the express written consent of the Wi-Fi Alliance. Company shall not present the linked page within a frame on the Company Site or in any other manner that modifies the appearance of the linked page for the user.

(b) **Other Portals.** During the term of this Agreement, Company shall not link to or provide a portal to the Web site or database of any other provider of public wireless internet service database information and shall not license or operate directly any database that contains such information.

**7. Public Access.** Company agrees to allow unrestricted access to the Portal Page and to the Portal by visitors to the Company Web Site. Company will not impose any fees on the use of the Portal Page or Portal by visitors to the Company Web Site.

**8. Proprietary Rights.** The Wi-Fi Alliance owns and shall retain all right, title and interest in the ZONE Finder Database and the data contained therein, the WSDL, and the Mark, and no ownership interest whatsoever in any of them, or in any other tangible or intangible asset of the Wi-Fi Alliance, is or shall be transferred to Company under this Agreement.

9. **Confidentiality.** Company shall not disclose the WSDL to any third party for any purpose without the prior written authorization of the Wi-Fi Alliance.

10. **Representations and Warranties.**

(a) Company represents and warrants that it has the necessary power and authority to enter into and perform its obligations under this Agreement.

(b) Company represents and warrants that it has duly registered the domain name of the Company Web Site with all required authorities and possesses and will maintain all rights necessary to use such domain name.

(c) Company represents and warrants that no content or materials available at the Company Web Site (including, without limitation, content and materials supplied by users of Company Web Site) infringes any third-party intellectual property or other proprietary right, including, but not limited to any copyright, patent, trademark or other proprietary right.

(d) Company represents and warrants that no content or materials available at the Company Web Site (including, without limitation, content and materials supplied by users of Company Web Site) violates any applicable law, regulation or nonproprietary third-party right, including, without limitation, any laws that are applicable to the collection, storage, and use of personal information of visitors to the Company Web Site.

(e) Company represents and warrants that (i) it has obtained the requisite licenses in the programming software for use in creating the Portal Code and that its use of such software does not infringe the rights of any third party; and (ii) the Portal Code does not infringe the rights of any third party.

11. **Indemnity.** Company will defend, indemnify and hold the Wi-Fi Alliance, its members, directors, officers, employees, contractors and affiliates, harmless from and against any and all claims, liabilities, judgments, penalties, and taxes, civil and criminal, and all costs, expenses (including, without limitation, reasonable attorneys' fees) incurred in connection therewith, which any of them may incur or to which any of them may be subjected, arising out of or relating to a breach by Company of a provision of this Agreement.

12. **Warranty Disclaimer.** The Wi-Fi Alliance does not make any representation or warranty regarding the information contained in the ZONE Finder Database, including, without limitation, the accuracy and currency of such information. Nor does the Wi-Fi Alliance represent or warrant that Company will obtain any particular level of Web traffic or other results through the creation or operation of the Portal. The Wi-Fi Alliance is granting all rights under this Agreement, including the license to the Mark, on an "AS-IS" basis, without warranty of any kind. Without limitation, the Wi-Fi Alliance is providing the sample Portal Code as a convenience to Company and makes no representation or warranty regarding its noninfringement of third-party rights. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

14. **Term and Termination.**

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall continue until terminated as provided herein.

(b) **Termination.**

(i) **Immediate Termination.** The Wi-Fi Alliance shall have the right to immediately terminate this Agreement by giving written notice to Company if:

(1) Company files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if Company discontinues or dissolves its business, or if a receiver is appointed for Company or for Company's business and such receiver is not discharged within sixty (60) days.

(2) Company makes any change in the current management of Company that, in the opinion of the Wi-Fi Alliance, would substantially impair the Wi-Fi Alliance's rights under this Agreement (including its rights in the Mark).

(3) Company engages in any illegal, unfair, or deceptive business practices or unethical conduct whatsoever.

(4) there is a sale of a majority interest in Company to a third party.

(ii) **Termination Upon Notice.** Either party may terminate this Agreement for cause or convenience upon thirty (30) days notice.

(c) **Consequences of Termination.** Upon expiration or termination of this Agreement, Company shall (i) immediately discontinue all use of the WSDL, the Portal and the Mark and remove them from the Company Web Site and (ii) destroy all materials and electronic files containing the Mark (except to the extent that they are generally available to the public without restrictions on use) and the WSDL.

15. **Relationship of the Parties.** Nothing contained herein shall constitute this arrangement to be a joint venture or a partnership between the Wi-Fi Alliance and Company. Each party shall be solely responsible for and shall hold the other harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workers' compensation.

16. **Force Majeure.** Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

17. **Notice.**

(a) Any notice required to be given under this Agreement shall be in writing and delivered personally or by confirmed e-mail or facsimile to the other designated party at the address listed below or mailed by certified, registered or Express mail, return receipt requested or by a nationally recognized courier service with delivery signature confirmation.

(b) Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

18. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof. All disputes under this Agreement shall be resolved by litigation in the courts of the State of California in and for the County of Alameda, including the federal courts therein and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

19. **Binding Agreement.** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

20. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed.

21. **Waiver.** No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

22. **Severability.** If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

23. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date of its full execution.

**Company:**

**Wi-Fi Alliance:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:**

**Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3925 W. Braker Lane  
Austin, TX 78759

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

e-mail: [info@wi-fi.org](mailto:info@wi-fi.org)

#### **Exhibit A**

**Company Web Site:** \_\_\_\_\_

**Portal Page:** \_\_\_\_\_

**Exhibit B**  
**Mark Usage Terms**

ATTACHMENT VII-C

**Wi-Fi ZONE Finder™ Database License Agreement**



## Wi-Fi ZONE Finder™ Database License Agreement

THIS AGREEMENT is entered into as of the date of the last signature below by and between the Wi-Fi Alliance, a California nonprofit mutual benefit corporation, and the company identified on the signature page below ("Company").

### BACKGROUND

The Wi-Fi Alliance owns and operates a Web site at [www.wi-fizone.org](http://www.wi-fizone.org) (the "Wi-Fi ZONE Site"). As part of the Wi-Fi ZONE Site, the Wi-Fi Alliance makes available to the public a database identifying locations that provide public wireless networking services using Wi-Fi CERTIFIED™ equipment (the "ZONE Finder Database").

Company produces certain products and/or provides certain services, as further described on **Exhibit A** of this Agreement ("Company Products"). Company wishes to license the data contained in the ZONE Finder Database (the "ZONE Finder Data") for use with the Company Products in the manner described on **Exhibit A (the "Authorized Purpose")** and the Wi-Fi Alliance is willing to license the ZONE Finder Data to Company subject to the terms and conditions hereof.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

#### 1. License Grant.

(a) Subject to the terms and conditions of this Agreement, the Wi-Fi Alliance hereby grants to Company for the term of this Agreement a limited non-exclusive, non-transferable right and license to incorporate the ZONE Finder Data into the Company Products for the Authorized Purpose and to distribute copies of the ZONE Finder Data in the form incorporated into the Company Products to consumer end users ("End Users"), and to permit End Users to access the information for the purpose of obtaining information regarding public wireless networking services using Wi-Fi CERTIFIED™ equipment. Included in this license is the right to filter and integrate the ZONE Finder Data in the manner described on **Exhibit A (the "Modifications")**.

(b) Any use of the ZONE Finder Data not expressly authorized in this Agreement is strictly prohibited. Without limiting the generality of the foregoing, Company and any company, organization or individual, which has access to the ZONE Finder Data for its own internal use through Company under the terms of this Agreement is expressly prohibited from: (i) sublicensing or reselling the ZONE Finder Data; (ii) using or allowing third parties to use the ZONE Finder Data for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (iii) using the ZONE Finder Data in any service or product not specifically authorized in this Agreement or offering it through any third party; or (iv) disassembling, decompiling, reverse engineering, modifying or otherwise altering the ZONE Finder Database or any part thereof without the Wi-Fi Alliance's prior written consent, which consent may be withheld in the Wi-Fi Alliance's sole discretion.

#### 2. Company's Obligations.

(a) Company agrees to provide appropriate legal notices relevant to the ZONE Finder Data in the Company Products as requested by The Wi-Fi Alliance.

(b) Company shall maintain a system of controls that will: (i) protect the integrity of the ZONE Finder Data; (ii) control access to the ZONE Finder Data by third parties; (iii) and prevent unauthorized usage of the ZONE Finder Data.

(c) During all times when the Wi-Fi Alliance makes the ZONE Finder Data available to Company for update at times to be chosen by Company, Company shall update such data at regular intervals and in all events no less frequently than weekly. With each update that Company obtains or receives, Company the data that is available on Company Products within one week.

(d) In connection with its use of the ZONE Finder Data, Company agrees to include the Wi-Fi ZONE logo provided by the Wi-Fi Alliance (**the “Mark”**) as a visual identification of the Wi-Fi ZONE locations identified in the ZONE Finder data.

(e) Company's placement and usage of the Mark shall comply with the requirements of the Mark Usage Terms attached to this Agreement as **Exhibit B**.

**3. Wi-Fi Alliance Obligations.**

(a) The Wi-Fi Alliance will supply Company with the ZONE Finder Data as described on **Exhibit A**. The Wi-Fi Alliance reserves the right to withhold updates of the ZONE Finder Data in the event that Company should be in material default of this Agreement.

(b) Subject to the terms and conditions of this Agreement, the Wi-Fi Alliance hereby grants, for the term of this Agreement, a nonexclusive nontransferable, non-sublicensable right and license to use the Mark in connection with the ZONE Finder Data in the manner set forth in **Exhibit B**.

**4. Fees.** Neither party shall have an obligation to pay any fees or royalties to the other under this Agreement.

**5. Inspection of Company Products.** The Wi-Fi Alliance shall have the right at all times during the term of this Agreement to inspect the Company Products in order to determine whether Company is in compliance with its obligations under this Agreement. Prior to the commercial release of Company Products containing the ZONE Finder Data and at the Wi-Fi Alliance's request at any time and from time to time during the term of this Agreement, Company shall provide the Wi-Fi Alliance with a reasonable number of samples of Company Products. If the Wi-Fi Alliance determines that Company is not in compliance with its obligations under this Agreement, the Wi-Fi Alliance may direct Company to cease distribution of Company Products incorporating the Wi-Fi ZONE Data until Company takes such corrective measures as the Wi-Fi Alliance may prescribe. Company shall promptly comply with all such directives.

**6. Exclusivity.** During the term of this Agreement, the ZONE Finder Data shall be Company's exclusive source of data relating to public wireless network service providers deploying IEEE 802.11 equipment. Company shall not include as part of the Company Products any third-party data, database, or database information relating to such service providers and shall not develop its own data or databases relating to such services providers.

**7. Public Access.** Company agrees to allow unrestricted access to the ZONE Finder Data to End Users of the Company Products. Company will not impose any separate fees on the use of such data.

**8. Proprietary Rights.** The Wi-Fi Alliance owns and shall retain all right, title and interest in the ZONE Finder Data, the ZONE Finder Database, and the Mark, and no ownership interest whatsoever in any of them, or in any other tangible or intangible asset of the Wi-Fi Alliance, is or shall be transferred to Company under this Agreement.

**9. Representations and Warranties.**

(a) Company represents and warrants that it has the necessary power and authority to enter into and perform its obligations under this Agreement.

(b) Company represents and warrants that the Company Products do not infringe any third-party intellectual property or other proprietary right, including, but not limited to any copyright, patent, trademark or other proprietary right.

(c) Company represents and warrants that neither the Company Products nor their use violates any applicable law, regulation or nonproprietary third-party right.

**10. Indemnity.** Company will defend, indemnify and hold the Wi-Fi Alliance, its members, directors, officers, employees, contractors and affiliates, harmless from and against any and all claims, liabilities, judgments, penalties, and taxes, civil and criminal, and all costs, expenses (including, without limitation, reasonable attorneys' fees) incurred in connection therewith, which any of them may incur or to which any of them may be subjected, arising out of or relating to a breach by Company of a provision of this Agreement.

11. **Warranty Disclaimer.** The Wi-Fi Alliance does not make any representation or warranty regarding the ZONE Finder Database or the ZONE Finder Data, including, without limitation, the accuracy and currency thereof. Nor does the Wi-Fi Alliance represent or warrant that Company will obtain any particular results through the inclusion of the ZONE Finder Data. The Wi-Fi Alliance is granting all rights under this Agreement on an "AS-IS" basis, without warranty of any kind. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

13. **Term and Termination.**

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall continue until terminated as provided herein.

(b) **Termination.**

(i) **Immediate Termination.** The Wi-Fi Alliance shall have the right to immediately terminate this Agreement by giving written notice to Company if:

(1) Company files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if Company discontinues or dissolves its business, or if a receiver is appointed for Company or for Company's business and such receiver is not discharged within sixty (60) days.

(2) Company makes any change in the current management of Company that, in the opinion of the Wi-Fi Alliance, would substantially impair the Wi-Fi Alliance's rights under this Agreement (including its rights in the Mark).

(3) Company engages in any illegal, unfair, or deceptive business practices or unethical conduct whatsoever.

(4) there is a sale of a majority interest in Company to a third party.

(ii) **Termination Upon Notice.** Either party may terminate this Agreement for cause or convenience upon thirty (30) days notice.

(c) **Consequences of Termination.** Upon expiration or termination of this Agreement, Company shall (i) immediately discontinue all distribution of the ZONE Finder Data in any form, (ii) destroy all copies of the ZONE Finder Data then in Company's possession, and (iii) destroy all materials and electronic files containing the Mark (except to the extent that they are generally available to the public without restrictions on use). Licenses to End Users granted in connection with the sale and distribution of Company Products prior to the effective date of the termination of this Agreement shall survive its termination.

14. **Relationship of the Parties.** Nothing contained herein shall constitute this arrangement to be a joint venture or a partnership between the Wi-Fi Alliance and Company. Each party shall be solely responsible for and shall hold the other harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workers' compensation.

15. **Force Majeure.** Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

16. **Notice.**

(a) Any notice required to be given under this Agreement shall be in writing and delivered personally or by confirmed e-mail or facsimile to the other designated party at the address listed below or mailed by certified, registered or Express mail, return receipt requested or by a nationally recognized courier service with delivery signature confirmation.

(b) Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

17. Company shall be responsible for the payment all taxes of any type, nature or description (including, but not limited to, sale, use, gross receipts, excise, import, export, income and employment taxes) arising from or relating to the licenses granted hereunder and Company's use of the ZONE Finder Data; provided, however, Company shall not be responsible for any income taxes imposed upon the Wi-Fi Alliance by any taxing jurisdiction, arising by virtue of the performance of this Agreement.

18. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof. All disputes under this Agreement shall be resolved by litigation in the courts of the State of California in and for the County of Alameda, including the federal courts therein and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

19. **Binding Agreement.** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

20. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed.

21. **Waiver.** No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

22. **Severability.** If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

23. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date of its full execution.

**Company:**

**Wi-Fi Alliance:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:**

**Address:**

\_\_\_\_\_

3925 W. Braker Lane  
Austin, TX 78759

\_\_\_\_\_  
Fax: \_\_\_\_\_

\_\_\_\_\_  
Fax: \_\_\_\_\_

\_\_\_\_\_  
e-mail: \_\_\_\_\_

\_\_\_\_\_  
e-mail: [info@wi-fi.org](mailto:info@wi-fi.org)

#### **Exhibit A**

**Company Products:** \_\_\_\_\_

**Authorized Purpose:** \_\_\_\_\_

**Modifications:** \_\_\_\_\_.

**Delivery of ZONE Finder Data:** Promptly after the effective date of this Agreement, the Wi-Fi Alliance will deliver one (1) copy of the Wi-Fi ZONE Finder data in spreadsheet format via email. The structure of the ZONE Finder Data as delivered shall be in the form in which it is organized in the ZONE Finder Database. The Wi-Fi Alliance will make available to Company updates to the ZONE Finder Data through a secure FTP site, secure log in or other method to be determined by the Wi-Fi Alliance. Nothing in this Agreement shall be construed as obligating the Wi-Fi Alliance to perform updates of the ZONE Finder Data with any specific frequency.

**Exhibit B**  
**Mark Usage Terms**