

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into effective as of this \_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”), by and among the IETF Trust, a Virginia common law trust, (“Licensor”) and [PTI], a California nonprofit public benefit corporation (“Licensee”).

### ARTICLE 1 DEFINITIONS

1.1 Affiliate: With respect to a party hereto, a corporation or business entity that, directly or indirectly, is controlled by, controls, or is under common control with such party, together with all officers, members, managers and directors of such party, corporation or business entity. For this purpose, the word “control” shall mean direct or indirect ownership of fifty percent (50%) or more of the equity or voting shares or interest of such corporation or business entity having the right to vote for the election of directors, or the power to appoint a majority of the board of directors or other governing body or otherwise to direct the management and policies of such corporation or business entities, whether by contract or otherwise. For the avoidance of doubt, the Internet Society, a District of Columbia non-profit corporation, is not an Affiliate of the Licensor.

1.2 IANA Names Services. Those services so designated in Exhibit A

1.3 IANA Numbers Services. Those services so designated in Exhibit A

1.4 IANA Protocol Services. Those services so designated in Exhibit A.

1.5 IANA Services: the IANA Names Services, IANA Numbers Services, IANA Protocol Services.

1.5 Licensed Domains: Those Internet domain names listed in Exhibit B.

1.6 Licensed Marks: Those registered trademarks listed in Exhibit B, together with all common law and other rights in such trademarks throughout the world.

### ARTICLE 2 TRADEMARK LICENSES

2.1 Grant of Licenses. IETF hereby grants Licensee/PTI a worldwide, exclusive, royalty-free right and license to use, display and reproduce the IANA Marks in connection with the provision and marketing of the IANA Names Services, IANA Numbers Services and IANA Protocol Services. For the avoidance of doubt, three independent and separately terminable licenses are granted hereunder with respect to the three categories of IANA Services.

2.2 Service Quality Requirements. Licensee agrees that that all IANA Services offered under the IANA Intellectual Property shall be of a consistent quality at least as high as the quality of

comparable services offered by ICANN immediately prior to the Effective Date. The parties may, throughout the term, agree on additional service quality requirements, which shall be incorporated into and made a part of this Agreement.

2.3 Usage Requirements. All reproductions and depictions of the IANA Intellectual Property shall be in strict accordance with Licensor's style requirements concerning size, color, placement, and other parameters ("Style Requirements"). The current version of the Style Requirements is attached hereto as Exhibit B. Licensor shall have the right to modify such Style Requirements in its sole discretion upon [60 days] prior written notice to Licensee. In the event of such a change, Licensee shall be permitted to deplete its existing inventory of printed material complying with one prior version of the Style Requirements for up to one year following the effectiveness of such change. Thereafter all such obsolete materials shall be destroyed.

### ARTICLE 3 DOMAIN LICENSE

3.1 Grant of License. Licensor hereby grants Licensee a worldwide, royalty-free right and license to use the IANA Domains and to create subdomains thereunder, subject to Section 3.3 below, solely in connection with the provision of the IANA Names Services, IANA Numbers Services and IANA Protocol Services. For the avoidance of doubt, three independent and separately terminable licenses are granted hereunder with respect to the three categories of IANA Services.

3.2 Technical Contact. Promptly following the Effective Date, Licensor will designate Licensee as the technical contact for the IANA Domains (including all subdomains). Licensee acknowledges that if any of the licenses granted hereunder with respect to the IANA Services are terminated (e.g., IANA Names Services, IANA Numbers Services and IANA Protocol Services), then Licensor may designate one or more third parties as the technical contacts for one or more IANA Domains or subdomains.

3.3 Subdomains. All subdomains of the IANA Domains existing as of the Effective Date are approved for use by Licensee in connection with the licenses granted hereunder. Licensee shall submit all proposed new subdomains under the IANA Domains to Licensor for approval prior to their registration or use. Licensor shall use reasonable efforts to respond to such requests for approval in a timely manner.

3.4 No Sublicensing. Licensee shall have no right to grant sublicenses of the rights granted hereunder without the express written approval of Licensor, which may be granted or withheld in Licensor's sole discretion and may be conditioned on the execution of documentation that is acceptable to Licensor in its sole discretion.

### ARTICLE 4 OWNERSHIP

4.1 Goodwill. Licensee hereby acknowledges that Licensor is the owner of the IANA Intellectual Property and all goodwill therein and arising from its use, and that nothing in this Agreement or otherwise grants Licensee any ownership right in or to any such IANA Intellectual Property. Licensee hereby assigns to Licensor all business goodwill that arises from use of the IANA Intellectual Property.

4.2 Restrictions. Licensee agrees that it shall not, (a) without the prior written approval of the Licensor register or reserve any name, mark, logo, word or design that is related to IANA Services or is confusingly similar to any IANA Intellectual Property as a trademark, service mark, certification mark, trade name, domain name or search term in any jurisdiction in the world, (b) challenge Licensor's ownership of or the validity of the Licensed Mark, any application for registration or registration thereof or any rights of Licensor therein; (c) do any act that is likely to invalidate or impair any IANA Intellectual Property; or (d) use, suffer or permit the use of any IANA Intellectual Property in any manner that would tend to devalue, injure, demean or dilute the goodwill or reputation of Licensor or the IANA Intellectual Property.

4.3 Enforcement. Licensee shall immediately notify Licensor in writing of any infringement or threatened infringement of the IANA Intellectual Property of which it becomes aware. Licensor shall, after consultation with the relevant operational communities, have the sole right but not the obligation to take any action to stop such infringement or otherwise enforce Licensor's rights and Licensee shall, at its own expense, cooperate with Licensor in any such action. If Licensor initiates such an enforcement action hereunder, it shall have the exclusive right to employ counsel of its own selection and to direct and control the litigation or any settlement thereof and shall be entitled to retain all amounts awarded as damages in connection therewith. In any such action, Licensee shall, at its own expense, have the right to non-controlling participation through counsel of its own selection.

## ARTICLE 5 INDEMNIFICATION

5.1 By Licensee. Licensee will indemnify, defend and hold harmless Licensor and its Affiliates, and their respective employees, trustees, licensees, consultants, contractors and subcontractors ("Trust Indemnitees") from and against any and all claims, liabilities, actions, demands, losses, costs, expenses and damages ("Liability") arising directly or indirectly from their use of the IANA Intellectual Property, and the conduct of any business or other activity under, using or connected with the IANA Intellectual Property, following the Effective Date.

### 5.2 Indemnification Procedure.

a. A party seeking indemnification hereunder ("Indemnified Party") will give prompt written notice (an "Indemnification Notice") to the party from which indemnification is sought ("Indemnifying Party") of the assertion of any claim, or the commencement of any suit, action or proceeding ("Claim") in respect of which indemnity may be sought under Section 5.1, and will provide the Indemnifying Party such information with respect thereto that the Indemnifying Party may reasonably request. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have prejudiced the Indemnifying Party.

b. The Indemnifying Party shall manage and control the defense of any Claim asserted by any third party ("Third Party Claim") as to which indemnification is sought hereunder at its sole expense using counsel of its selection, subject to the reasonable prior approval of the Indemnified Party. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) before entering into any settlement of such Third Party Claim if the settlement does not release the Indemnified Party from all liabilities and obligations

with respect to such Third Party Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ separate counsel of its choice for such purpose at its own expense. Each party shall cooperate in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

## ARTICLE 6 TERM AND TERMINATION

6.1 Term. This Agreement shall remain in effect from the Effective Date until the third (3<sup>rd</sup>) anniversary thereof. This Agreement shall renew automatically thereafter for additional one-year renewal terms unless either party notifies the other of its desire not to so renew at least ninety days prior to the end of the then-current term.

6.2 Termination by Licensee. Licensee may terminate this Agreement or any license granted hereunder upon sixty (60) days prior written notice to Licensor.

6.3 Termination for Breach.

a. Licensor may terminate this Agreement in full if Licensee materially breaches any provision hereof. Licensor may also terminate any specific license granted under Article 2 or 3 hereof if Licensee materially breaches any provision hereof with respect to such specific license.

b. Following Licensor's notification to Licensee of such breach, Licensee shall have a period of sixty (60) days to cure such breach.

c. If such breach is not cured to Licensor's reasonable satisfaction within such period, then a thirty (30) day executive consultation period ("Consultation Period") shall immediately begin. During such period, the chief executive officer of Licensee and the Chair of the Licensor shall meet in person in Washington, DC, at least once, and by other telephone or electronic means as required, to use their best efforts to find a mutually-acceptable means for addressing the breach. Each party shall be entitled to be represented by counsel at such consultations and shall bear its own expenses in connection with such consultations. Licensor shall be entitled to involve representatives of the relevant operational communities in such consultations as well.

d. If, by the end of the Consultation Period, the parties have not reached an amicable solution and Licensee has not cured such breach to Licensor's reasonable satisfaction, then the parties shall submit to voluntary mediation administered by the American Arbitration Association ("AAA") using a mediator mutually acceptable to the parties or, if they cannot agree within ten days following the end of the Consultation Period, by the AAA. The mediation shall take place in Washington DC within thirty (30) days following the end of the Consultation Period. Each party shall be entitled to be represented by counsel at such mediation and shall bear its own expenses in connection with such mediation. Licensor shall be entitled to involve representatives of the relevant operational communities in such mediation, as well. Each party shall bear its own costs and expenses, and the costs and expenses of the mediation shall be divided evenly between the parties.

The results of the mediation shall be non-binding, but the parties shall work in good faith to reach an agreement to resolve the issues.

e. If the parties fail to reach agreement within ten (10) days following the end of such mediation, Licensor shall be entitled to terminate the relevant licenses or this Agreement in full, upon written notice to Licensee.

6.4 Termination for Change of Service Provider. Licensee acknowledges that the licenses granted hereunder are necessary for provision of the IANA Services, and that Licensee is required to perform the IANA Services under a number of separate agreements with parties other than Licensor. Accordingly, in the event that Licensor is notified that Licensee has been terminated as the provider of IANA Services, Licensor shall have the right to terminate this Agreement or the relevant license(s) immediately upon written notice to Licensee.

6.5 Effects of Termination.

a. Termination of this Agreement or any license hereunder shall be without prejudice to any right to sue for damages for any antecedent breach of this Agreement.

b. Immediately upon the termination of this Agreement or any trademark license hereunder, Licensee shall remove any and all licensed trademarks from all displays, materials, web sites and other visible locations, and cease to use such trademarks in any business or other activity.

c. Immediately upon the termination of this Agreement or any domain name license hereunder, Licensee shall, at its expense, transfer technical control over the relevant domain name(s) and subdomain(s) to Licensor.

d. The provisions of Articles 4, 5, 6, 7 and 8 of this Agreement shall survive any termination hereof in accordance with their terms.

## ARTICLE 7 NO WARRANTY

Licensor makes no warranty or representation whatsoever, express or implied, regarding the validity or enforceability of the IANA Intellectual Property. Licensor undertakes no obligation to Licensee hereunder to maintain, police or enforce the IANA Intellectual Property against any third party.

## ARTICLE 8 GENERAL PROVISIONS

8.1 Disputes. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, excluding its conflicts of law provisions. Except to the extent provided in Section 6.3 above, the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the U.S. District of Northern Virginia for the resolution of all disputes concerning the interpretation, enforcement, breach and termination of this Agreement.

8.2 Notices. Any notice or report required or permitted to be given or made under this Agreement by a party hereto to any other party shall be given by registered mail or overnight courier (return receipt requested), to the parties at the addresses indicated below, and shall be

effective upon the earlier of the date of actual receipt by the addressee or the date three (3) days after the same was posted or sent. Notices shall be sent to:

[PTI]

[insert address]

IETF TRUST

[insert address]

A party hereto may change its address or contact person by giving written notice to the other parties pursuant to this Agreement.

8.3 Severability. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement (“Severed Clause”), the parties hereto agree that this Agreement shall endure except for the Severed Clause. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

8.4 Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

8.5 Entire Agreement; Amendment. This Agreement and all the Exhibits hereto contain the entire understanding of the parties with respect to the matters contained herein and supersede any previous agreements (oral, written or otherwise) and may be altered or amended only by a written instrument duly executed by the parties hereto.

8.6 Assignment. This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto. This Agreement, in whole or in part, shall not be assignable by any party hereto to any third party without the prior written consent of the other.

8.7 Non-Waiver. The failure of a party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

8.8 Independent Contractors. The parties hereto are independent contractors. No party is, or will be deemed to be, the partner or legal representative or agent of any other party, nor shall any

party have the right or authority to assume, create, or incur any third party liability or obligation of any kind, express or implied, against or in the name of or on behalf of another except as expressly set forth in this Agreement.

8.9 Publicity. No party shall make any public announcement, press release or disclosure of the terms of this Agreement without the prior written consent of each other party hereto.

8.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

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

[PTI]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IETF TRUST

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

Name: \_\_\_\_\_

Title: Trustee

## EXHIBIT A

### IANA SERVICE DESCRIPTIONS

#### IANA NAMES SERVICE

[describe]

#### IANA NUMBERS SERVICE

[describe]

#### IANA PROTOCOL SERVICE

These include (i) assigning and registering Internet protocol parameters as directed by the criteria and procedures specified in RFCs, including Proposed, Draft and full Internet Standards and Best Current Practice documents, and any other RFC that calls for IANA assignment, as well as procedures and criteria directed by Supplemental Agreements agreed to between the IETF and the protocol service provider; (ii) providing on-line facilities for the public to request Internet protocol parameter assignments; (iii) making available to the public, on-line and free of charge, information about each current assignment, including contact details for the assignee.



EXHIBIT B  
LICENSED INTELLECTUAL PROPERTY

LICENSED MARKS

IANA [registration number/jurisdiction]

IANA Logo [registration number/jurisdiction]

LICENSED DOMAINS

iana.org

iana.net

iana.com

## EXHIBIT B

### IETF TRUST STYLE REQUIREMENTS

[INSERT VISUAL SIZE, COLOR, FONT, SPACING, RESOLUTION, ETC. REQUIREMENTS]

#### Additional Restrictions

1. The mark shall not be combined with any other trademark, service mark, certification mark, geographical indication, design or logo that is not licensed hereunder.
2. The mark shall not be altered, modified, shortened, expanded, abbreviated, changed or distorted in any manner.
3. The mark shall not be used in connection with any images, text or other content that is disparaging, defamatory, libelous, obscene, scandalous, profane, or unwholesome.
4. The mark shall not be used in any manner to criticize, disparage or demean Licensor or its Affiliates, or their respective trustees, employees or contractors.
5. The mark shall not be used to describe products or services in a generic or descriptive manner. For example, services should always be referred to as “IANA Services”, not as “IANA”.
6. All uses of the marks must be accompanied by the symbol ® in jurisdictions where a trademark registration exists, and by the symbol TM in jurisdictions in where a trademark registration does not yet exist.
7. Each page on which a mark is used, including web pages, marketing collateral, press releases and the like, shall include in legible type no smaller than the principal text of the page the following legend: “[mark] is a trademark of the IETF Trust”.