

AT&T INTELLECTUAL PROPERTY II
INTELLECTUAL PROPERTY AGREEMENT

This Agreement ("Agreement") is entered into the 9th day of Nov, 2015, by and between AT&T Intellectual Property II, L.P., d/b/a AT&T Intellectual Property, a Nevada Limited Partnership, 645 East Plumb Lane, Reno, Nevada 89502 ("Licensor") and AT&T Services, Inc., a Delaware corporation, 208 S. Akard Street, Dallas, Texas, 75202 ("Licensee").

1. DEFINITIONS.

Definitions. The following terms shall have the specified meanings:

"Affiliate" of any Person means any other Person which directly or indirectly controls, is controlled by or is under common control with, such Person. The term "control" (including its correlative meanings "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Effective Date" is January 1, 2008.

"Intellectual Property" means the Licensed Marks and Licensed Patents.

"Licensed Marks" means any Marks now or hereafter owned by Licensor, along with the goodwill of the business represented by such Marks. Licensor shall provide Licensee with a list of Licensed Marks or make such a list available for Licensee's inspection. Licensed Marks shall include any Marks which have been licensed to Licensor and which may be sublicensed to Licensee. Licensed Marks shall not include any Marks which Licensor may not, at any time

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during the Term of this Agreement, have the right to license because of, among other reasons, the cancellation, expiration, termination, abandonment or grant to another party of an exclusive right with respect to such Marks.

“Licensed Patents” means any Patents now or hereafter owned by Licensor, including any applications for such Patents. Licensor shall provide Licensee with a list of Licensed Patents or make such a list available for Licensee’s inspection. Licensed Patents shall include any Patents which have been licensed to Licensor and which may be sublicensed to Licensee. Licensed Patents shall not include any Patents which Licensor may not, at any time during the Term of this Agreement, have the right to license because of, among other reasons, the expiration, termination, abandonment, or grant to another party of an exclusive right with respect to such Patents.

“Licensed Products and Services” means any goods or services which Licensee is authorized to offer in its normal course of business.

“Mark” means any word, name, symbol, device, domain name, trade dress, indicia of origin, or any combination thereof used or intended to be used by a Person to identify and distinguish any goods or services from those manufactured by others and to indicate the source of such goods or services. “Mark” includes the goodwill of the business represented by each Mark.

“Patent” means any utility patent or design patent issued in the Territory.

“Person” means any individual, firm, company, corporation, unincorporated association, partnership, trust, joint venture, governmental authority, or other entity and shall include any Successor (by merger or otherwise) of such entity.

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“Successor” means with respect to any party or Person, any successor, transferee or assignee, including any surviving or resulting corporation in a merger or consolidation or any receiver, debtor in possession, trustee, conservator or similar Person with respect to such party or such party’s assets.

“Term” means the period set forth in Section 5 of this Agreement.

“Territory” means the United States of America, its territories and possessions, Canada, its territories and possessions, and Mexico, its territories and possessions.

2. GRANT OF LICENSE

a. License Grant. Licensors grants Licensee a personal, non-exclusive, non-transferable, non-assignable, non-sublicensable right and license in the Territory to:

- (i) Use the Licensed Marks on Licensed Products and Services; and
- (ii) Make, use, offer to sell, sell and import into the Territory any invention covered by a Licensed Patent, including the right to perform acts which would qualify as contributory infringement and inducement of infringement absent this Agreement.

b. Ownership. Licensee recognizes the validity of, and will do nothing inconsistent with, or which would negatively impact, Licensors’ rights in and Licensors’ ownership of the Intellectual Property. Licensee further recognizes that all use of the Licensed Marks shall inure to the benefit of, and be on behalf of Licensors. Licensee has no right to register any Mark or any confusingly similar or dilutive Mark in any country or territory. Licensors shall have standing to enforce its rights in the Intellectual Property subject to this Agreement.

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c. Consideration. (i) Solely with respect to the use of the Licensed Marks granted in Section 2(a)(i) above, Licensee agrees to pay Licensors a royalty of 4% (four percent) of its external gross revenue for any fiscal quarter of the Term if on any day of the fiscal quarter it uses any Licensed Marks. The license granted in Section 2(a)(ii) of this Agreement shall be royalty free.

3. QUALITY CONTROL; USE OF LICENSED MARKS; ADVERTISING.

a. Quality. A high standard of quality for the Licensed Marks and the Licensed Products and Services sold under such Licensed Marks shall be maintained. Licensee acknowledges and agrees that maintaining the goodwill associated with the Licensed Marks is of substantial importance to Licensors. Licensee therefore agrees that the Licensed Products and Services advertised using the Licensed Marks shall meet or exceed the standard of quality agreed to hereunder with respect to the products and services and those adhered to by Licensee in the conduct of its own business. Licensors shall be allowed, upon reasonable notice to Licensee, to inspect Licensee's products, services and facilities to ensure Licensee is complying with Licensors' quality control standards. Licensee shall cooperate in allowing and facilitating such inspections and shall bear the reasonable costs of such inspections. Upon request, all printed or electronically transmitted material in which the Licensed Marks are used shall be submitted in writing for review by Licensors in advance and shall not be distributed or used in any manner without the prior written approval of Licensors or its authorized representative, which approval shall not be unreasonably withheld or delayed. Licensors may withhold its consent to the use of the Licensed Marks in a particular context in its sole discretion, with the exception that once consent is given for a type of use (*e.g.*, use of the Licensed Marks in a specific radio commercial,

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in a print advertisement, on a billboard, on a web page), further consent is not required for each use of the trademark in that specific context. All written requests for such consent shall be deemed approved if not rejected in writing within ten (10) business days of receipt, provided however, if the use of a Mark in connection with the Licensed Products and Services subsequently fails to meet applicable quality standards, the Licensor may immediately cancel any such prior authorization. Licensor reserves for itself the right to inspect and review, at any reasonable time and with reasonable notice, the use of the Licensed Marks by Licensee pursuant to this Section 3 in order to confirm that the nature and quality of the Licensed Products and Services associated with the Licensed Marks and the use of the Licensed Marks by Licensee conform to Licensor's standards.

b. Use. Any use of the Licensed Marks that is not authorized herein or in writing by Licensor is strictly prohibited and may give rise to an act of infringement. Any use of the Licensed Marks that is inconsistent with any terms hereof shall be grounds for immediate cancellation of this license to use the applicable Licensed Marks. Licensee shall strictly comply with all graphic and trademark standards for the Licensed Marks and standards with respect to the nature and quality of the Licensed Products and Services which may be furnished to Licensee by Licensor from time to time and shall place appropriate trademark notices on the Licensed Marks as required.

c. Advertising. Recognizing the value and importance of advertising in establishing and maintaining the goodwill and public image of the Licensed Marks, the parties agree that all advertising and promotion in any manner or medium must be conducted in a dignified manner. Licensee shall not in any manner use, display, broadcast, transmit or

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disseminate any advertising or promotional material which contains: (i) material misrepresentations or omits to state a material fact with regard to Licensee or its competitors, Licensor, Licensor's Affiliates, the Licensed Marks and the Licensed Products and Services; (ii) a statement in derogation of Licensor, its Affiliates, the Licensed Marks or the Licensed Products and Services; (iii) statements which are likely to cause confusion, to cause mistake, or to deceive; or (iv) statements which constitute a false designation of origin, or a false or misleading description or representation.

4. DUTIES OF PARTIES.

a. Infringement.

- (i) Licensor will have the exclusive right to engage in infringement, dilution, misappropriation, or unfair competition proceedings involving the Intellectual Property.
- (ii) Licensee will promptly notify Licensor in writing of any suspected infringement, dilution or misappropriation or unfair competition with respect to, or challenge to the validity, registration, ownership or use of any of the Intellectual Property if Licensee becomes aware of it. Licensor may, in its sole discretion, institute or defend infringement, dilution, misappropriation, or unfair competition proceedings as it deems appropriate and shall have the full opportunity to control the prosecution, defense or settlement thereof. If Licensor undertakes the prosecution or defense of any litigation relating to the Intellectual Property, Licensee will

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cooperate, at Licensee's expense, by executing documents and performing acts reasonably needed to assist with the prosecution or defense thereof.

- (iii) If in Licensor's sole judgment, any claim or suit for infringement, unfair competition, dilution, or misappropriation brought by a third party can be avoided or resolved by discontinuing use of the applicable Intellectual Property, Licensor will notify Licensee accordingly, and Licensee will discontinue using the applicable Intellectual Property upon sixty (60) days' (or such shorter period as may be required by an injunction) prior written notice from Licensor to Licensee. Licensor shall have no liability for damages to Licensee, and Licensee shall have no liability for damages to Licensor, for any loss of use of the Intellectual Property (including any loss resulting from loss of title or ownership of the Intellectual Property or the rights thereto whether by judgment, settlement or otherwise). The foregoing sets forth the entire obligation and liability of the parties for infringement of any third party rights with respect to the Intellectual Property.

b. Legal Compliance. Licensee agrees to comply, at its own expense, with all applicable laws, ordinances and regulations of all governmental authorities in the Territory, and all political subdivisions thereof, where it is actually providing Licensed Products and Services, whether directly or through arrangements with third parties. Licensee will also obtain and maintain, at its own expense, all necessary licenses, permits and approvals, to the extent

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required to provide the products and services in each market in the Territory where it is providing the Licensed Products and Services.

c. Registration. Licensors shall have no duty to maintain Licensed Patents, use of the Licensed Marks, or registrations or applications for the Licensed Marks or the Licensed Patents in the U.S. Patent and Trademark Office or where applicable, any other federal, state or local agency in the Territory. If the Licensors undertake to seek or maintain any Intellectual Property, Licensee will cooperate, at its own expense, by executing documents and performing acts reasonably needed to assist with such undertaking.

d. Business Practices. Licensee shall maintain a competent, conscientious, trained staff. Licensee shall not engage in any trade practice, employment practice, or other activity which is harmful to the goodwill associated with the Licensed Marks, or that reflects unfavorably on the reputation of Licensors or its Affiliates or the Licensed Products and Services, or which constitutes infringement, misappropriation, deceptive or unfair competition, false advertising, dilution, consumer fraud or misrepresentation.

e. Management of Intellectual Property. Licensors will manage Intellectual Property licensed under this Agreement. Requests by Licensee for management activities shall be considered by Licensors and adopted in Licensors's sole discretion. Such management activities shall include:

- (i) Helping maintain, extend and protect Licensors's legal rights and registrations in the Intellectual Property; and
- (ii) Maintaining databases which include lists of and details relating to Intellectual Property, or relate to Licensee.

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5. TERM.

The Term of this Agreement shall commence as of the Effective Date and shall continue until terminated as provided in this Agreement.

6. TRANSFERS AND ASSIGNMENTS.

Licensee agrees and acknowledges that nothing contained in this Agreement is intended or operates as an assignment or grant to Licensee of any right, title or interest in or to the Intellectual Property subject to this Agreement and that this Agreement does not convey the right to grant a sublicense and is not assignable; provided, however, that Licensor may assign in whole or in part certain of its rights, duties and obligations hereunder to any Affiliate of Licensor. Licensee agrees that all future Intellectual Property rights, including new Intellectual Property rights later developed, shall be covered by this Agreement, and shall be owned and managed by Licensor. Licensee shall take such action as may be reasonably requested by Licensor to perfect such rights in Licensor.

7. WAIVERS.

No failure of Licensor to exercise any right or remedy reserved to it in this Agreement, or to insist upon compliance by Licensee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor's rights to demand exact compliance with any of the terms of this Agreement. Waiver by Licensor of any particular default shall not affect or impair its right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance or omission to exercise any power or right arising out of any breach or default by Licensee of any of the terms, provisions or covenants of this Agreement affect or impair Licensor's rights; nor

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shall such constitute a waiver by Licensor of any rights hereunder or rights to declare any subsequent breach or default. Licensor makes no warranties or guarantees upon which Licensee may rely, nor assumes any liability or obligation to Licensee, by providing any waiver, approval, consent or suggestion to Licensee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

8. DEFAULT AND TERMINATION.

a. Termination by Either Party. Either party acting unilaterally shall have the right to terminate this Agreement without cause at any time upon at least ninety (90) days advance written notice to the other party.

b. Termination by a Party – Without Notice. Licensee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice, if: (i) Licensee becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition in bankruptcy is filed by Licensee or against it and not opposed by it within sixty (60) days of such filing; (iii) Licensee is adjudicated bankrupt or insolvent; (iv) a bill in equity or other proceeding for the appointment of a receiver of Licensee or other custodian for its business or assets is filed and consented to by Licensee; (v) a receiver or other permanent or temporary custodian of Licensee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceedings for a composition with creditors under any laws of the United States of America should be instituted by or against Licensee; (vii) a material final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); (viii) Licensee is dissolved; (ix) a suit to foreclose any lien or mortgage against real or personal property used in the operation of Licensee's business or the products and services, the

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loss of which would have a material adverse effect on Licensee, is instituted against Licensee and not dismissed within thirty (30) days; (x) execution is levied against Licensee's business or property or the Licensed Products and Services, the loss of which would have a material adverse effect on Licensee; (xi) real or personal property of Licensee used in its business in connection with the products and services, the loss of which would have a material adverse effect on Licensee, shall be sold after levy thereupon; (xii) Licensee at any time ceases to operate or otherwise abandons its business or otherwise forfeits the right to do or transact business in the Territory where it is providing the Licensed Products and Services, or (xiii) Licensee at any time ceases to be an Affiliate of Licensor.

c. Termination by Licensor – Upon Notice. Upon the occurrence of any of the following events, Licensee shall be deemed to be in default and Licensor may, at its option, terminate this Agreement and all rights granted hereunder without affording Licensee any opportunity to cure the default. Termination shall be effective immediately upon receipt of notice by Licensee if: (i) any officer, principal or any partner of Licensee is convicted of a felony, fraud, or other crime or offense that Licensor believes is reasonably likely to have a material adverse effect on the Licensed Marks or on the Licensed Products and Services; (ii) a material threat or danger to public health or safety results from the provision of the Licensed Products and Services; (iii) Licensee purports to transfer any rights or obligations under this Agreement to any third party, contrary to the terms of this Agreement; or (iv) Licensee contests in any court or proceeding the ownership, validity or registration of the Intellectual Property rights licensed hereunder.

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d. Termination – After Notice and Opportunity to Cure. Licensee shall have thirty (30) days after its receipt from Licensor of a written notice of termination within which to remedy any default hereunder (or, if the default cannot reasonably be cured within such thirty (30) days, to initiate within that time substantial and continuing action to cure the default), and to provide acceptable evidence thereof to Licensor. If any such default is not cured within that time (or, if appropriate, substantial and continuing action to cure the default is not initiated within that time), or such longer period as applicable law may require, this Agreement shall terminate without further notice to Licensee effective immediately upon expiration of the thirty (30) day period or such longer period as applicable law may require. Licensee shall be in default hereunder for any failure to comply substantially with any of the requirements imposed by this Agreement or to carry out the terms of this Agreement in good faith. Such defaults shall include the occurrence of any of the following events:

- (i) If Licensee fails, refuses or neglects promptly to submit information as required under this Agreement, or makes any material false statements in connection therewith;
- (ii) If Licensee fails to comply, in any material respect, with Licensor's quality standards;
- (iii) If Licensee misuses the Intellectual Property or makes any unauthorized use of the Intellectual Property or otherwise materially impairs the goodwill associated with the Licensed Marks or Licensor's rights in the Intellectual Property;

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- (iv) If Licensee engages in any business or markets any service or product under a Mark which, in Licensor's opinion, is confusingly similar or dilutive of the Licensed Marks;
- (v) If Licensee engages in any conduct which constitutes false advertising, misrepresentation, or unfair competition;
- (vi) If Licensee fails to provide Licensor with notice of the commencement of any action, suit or proceeding brought against Licensee that may adversely affect the Intellectual Property and the Licensor's or its affiliates' businesses; or
- (vii) If Licensee, by act or omission, permits a continued material violation in connection with the operation of its business or sale of the products and services of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom.

e. Termination Without Court Proceedings. Either party may terminate this Agreement under the terms of this Section 8 without having to take further legal action or request a Court to declare the justified termination of the Agreement.

9. DUTIES UPON TERMINATION.

a. Upon the termination or expiration of this Agreement, Licensee agrees immediately to cease to hold itself out as licensee of Licensor, to discontinue all use of the Intellectual Property, cease all marketing and promotional activities in connection with the

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Licensed Products and Services, and to destroy, or deliver to Licensor at its request, all Licensee materials branded with the Licensed Marks.

b. In the event Licensee continues to provide similar and comparable products and services, it agrees not to use any identification or description, misrepresentation, copy or confusingly similar or dilutive imitation of the Licensed Marks in connection with such business which is likely to cause confusion or deception in the minds of consumers, or which is likely to dilute Licensor's rights in and to the Licensed Marks, or may falsely suggest an association or connection with Licensor or its Affiliates or the Licensed Marks.

c. Licensee agrees that upon expiration or termination of this Agreement, if Licensor must obtain injunctive or other relief for the enforcement of any provisions of this Section 9, Licensee must pay all damages, costs and expenses, including reasonable attorneys' fees incurred by Licensor subsequent to such termination or expiration.

10. INDEPENDENT STATUS AND INDEMNIFICATION.

a. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship among or between them; that each shall remain an independent business; and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venturer, partner, franchisor, franchisee, employee or servant of the other for any purpose whatsoever.

b. Nothing in this Agreement authorizes Licensee to make any contract, agreement, warranty or representation on Licensor's behalf, or to incur any debt or other obligation in Licensor's name. Licensor shall in no event assume liability for, nor be deemed liable hereunder as a result of, any such action. Licensor is not liable by reason of this

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Agreement for any act or omission of Licensee in the provision of the Licensed Products and Services or for any claim or judgment arising therefrom against either party.

c. Licensee shall indemnify and hold harmless Licensor and its Affiliates and their respective officers, directors, employees and stockholders, from and against any and all claims, demands, causes of action, suits, proceedings and any other legal or equitable matters arising directly or indirectly from, as a result of, or in connection with, Licensee's use of the Intellectual Property, as well as the costs, including reasonable attorneys' fees, of defending against them.

d. In no event shall a party be liable to any other party for any incidental or consequential damages, whether foreseeable or not, arising from any breach of the other party's obligations under this Agreement.

11. NOTICES.

All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent via confirmed facsimile with the original sent by overnight courier service or mailed by certified or registered mail, return receipt requested, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Licensor:

President and CEO
AT&T Intellectual Property II, L.P.
AT&T Midtown Center
675 West Peachtree Street
Atlanta, Georgia 30375-0001

Notices to Licensee:

AT&T Services, Inc.
208 S. Akard Street
Dallas, Texas 75202

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With a copy to:

General Counsel
AT&T Intellectual Property, Inc.
AT&T Midtown Center, Suite 40A01
675 West Peachtree Street
Atlanta, Georgia 30375-0001

And:

Chief Technology Counsel
One AT&T Way
Bedminster, New Jersey 07921-1752

Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt. Any notice by facsimile or overnight courier shall be deemed to have been given at the date of the confirmation of receipt.

12. SEVERABILITY AND CONSTRUCTION

a. Except as expressly provided to the contrary herein, each portion, section, part, term or provision of this Agreement shall be considered severable; and if, for any reason, a portion, section, part, term or provision hereof is determined to be invalid or unenforceable because of any law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, all other portions, sections, parts, terms, or provisions of this Agreement.

b. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity other than the parties hereto and their respective successors and assigns as permitted by this Agreement.

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c. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

d. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable; and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by a party shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of a party. The terms "include," "includes" and "including" as used in this Agreement are illustrative and not limitative. For avoidance of doubt, when reference is made with respect to use of Intellectual Property, with respect to Licensed Patents it shall mean making, using, offering to sell, selling, or importing into the Territory any invention covered by a Licensed Patent, or performing acts which would constitute contributory infringement or inducement of infringement absent the license provided by this Agreement.

e. This Agreement shall be deemed equally drafted and negotiated by all the parties hereto, and the rule of construction requiring a writing to be construed against its drafter shall not be applied.

f. This Agreement may be executed in counterparts, and each copy so executed shall be deemed an original.

g. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior written or oral agreements and understanding with respect to such subject matter. This Agreement may not be modified or amended except in a writing signed by both parties.

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13. APPLICABLE LAW

a. This Agreement is entered into in the state of Nevada in the United States of America and shall be interpreted and construed under the internal substantive laws thereof for agreements to be wholly performed therein and any disputes relating to this agreement shall be governed by the laws of the state of Nevada without regard to its conflict of law principles. The parties agree to submit to the jurisdiction of the federal courts having jurisdiction in Nevada, or absent such jurisdiction to the state of Nevada courts having jurisdiction in Reno, Nevada.

b. No right or remedy conferred upon or reserved to a party by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

c. Nothing herein contained shall bar Licensor's right to apply for injunctive relief against threatened conduct that will cause it loss or damages, under applicable equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

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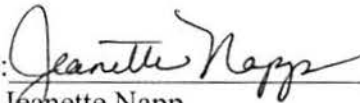
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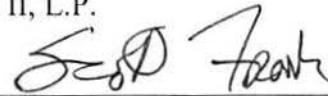
In witness whereof, the parties have manually or by electronic signature executed this Agreement by their duly authorized representatives.

AT&T SERVICES, INC.
LICENSEE

AT&T INTELLECTUAL PROPERTY II, L.P.
LICENSOR

By: AT&T Intellectual Property, LLC,
as General Partner of AT&T Intellectual
Property II, L.P.

Signature: 
Name: Jeanette Napp
Title: Assistant Secretary

Signature: 
Name: Scott Frank
Title: President & CEO

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