



TRA Product License Agreement Terms and Conditions

Effective Date: June 1, 2014

TELECOM ROUTING ADMINISTRATION (TRA)

Customer Care Center
444 Hoes Lane, Room 1P360
Piscataway, NJ 08854-4104

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TRA Product License Agreement Terms and Conditions apply to all products ordered through Telecom Routing Administration (TRA) and agreed to by authorized signature(s) on the TRA Order Request Form.

1. **License Grant.** Telcordia Technologies, Inc. dba **iconectiv** (hereinafter referred to as **iconectiv**) grants to Licensee¹ a nonexclusive and nontransferable license for use of the product(s) listed on the approved **iconectiv** TRA Order Request Form completed by Licensee for internal business purposes only. All intellectual property rights, title and interest in all products furnished to Licensee remain in **iconectiv**. This License does not preclude the execution of additional license agreements with the Licensee for the product(s).
2. **Licensee's Use.** The product(s) may be placed on a Local Area Network, Wide Area Network, Intranet, server, internal web site, mainframe, Operations Support System or other electronic computing platform shared or accessible to employees of Licensee. This license shall further include the right to share or make accessible the product(s) to consultants or contractors who are hired to perform services on behalf of Licensee as long as such consultant or contractor is subject to an agreement requiring confidentiality of the product(s), and which limits the use of the product(s) by the consultant or contractor to providing services to Licensee. Licensee may make a reasonable number of copies of the product(s) provided by **iconectiv** for licensed use by Licensee.
3. **License Restrictions.** Licensee agrees that:
 - (a.) The product(s) will be made available only to Licensee's employees who have a need to know and who have undertaken confidentiality obligations with the Licensee.
 - (b.) The product(s) may not be made available or copied in whole or in part for the purpose of distribution to third parties.
 - (c.) specific data, in whole or in part, may not be extracted from the product(s) for use in any derivative Licensee product or used to verify and subsequently modify data in any Licensee product which is sold, licensed or otherwise provided to third parties unless Licensee has executed a separately negotiated Special License Agreement with **iconectiv**.
 - (d.) Licensee shall not reverse engineer, decompile, disassemble, or decode the product(s) and/or product data, or derive any source code or algorithms from the product(s).
 - (e.) Licensee shall hold the product(s) in strict confidence and shall exercise reasonable care to protect the product(s) from disclosure to any unauthorized party.
4. **iconectiv Review.** Upon reasonable written notice to Licensee at a time mutually agreeable to both parties, **iconectiv** shall have the right to review Licensee's compliance with the terms and conditions of this License "Agreement". If such review reveals a violation of the requirements set forth herein, **iconectiv** may terminate this Agreement in accordance with Section 11, Termination.
5. **Right to Modify.** **iconectiv** reserves the right to modify, revise or update products and assumes no responsibility for protecting products against obsolescence.
6. **Fees and Payments.**
 - (a.) The license fees are based on the information provided by Licensee on the **iconectiv** TRA Price/Order Request Customer Profile Form or derived by **iconectiv** from public or other sources. Fees are subject to change if this information changes, such changes being reported by Licensee in accordance with the notice requirements set forth in Section 7(b) hereof or as derived by **iconectiv** from public or other sources. **iconectiv** shall have the right to increase fees on a periodic basis. **iconectiv** shall notify Licensee in writing sixty (60) days prior to any fee adjustment.
 - (b.) Licensee shall pay to **iconectiv** an annual fee for the license granted. The annual fee shall be paid in full within thirty (30) days of the date of the invoice in United States dollars. Alternatively, Licensee may choose to pay monthly or quarterly as indicated on the approved **iconectiv** TRA Order Request Form. This payment option includes a 3% service charge.

¹Licensee shall mean the entity executing this Agreement and any Affiliates listed on the TRA Price/Order Request Customer Profile Form as such entities existed at the time of execution of this Agreement or as amended by proper written notice to Iconectiv in accordance with Section 7 of this Agreement.

- (c.) Licensees located in the United States shall pay or reimburse **iconectiv** for all sales or use taxes, duties, or levies imposed by any authority, government or government agency (other than those levied on the net income of **iconectiv**) in connection with this Agreement. If **iconectiv** is required to collect a tax to be paid by Licensee; Licensee shall pay this tax on demand. If Licensee fails to pay these taxes, duties or levies, Licensee shall pay all reasonable expenses incurred by **iconectiv**, including reasonable attorney's fees, to collect such taxes, duties or levies.
- (d.) Licensees located outside of the United States shall pay or reimburse **iconectiv** for all value added taxes, sales or use taxes. When Licensee is Canadian, the taxes to be paid or reimbursed include the following taxes: Goods and Services and Provincial Sales taxes, customs or import duties, or levies imposed by any authority, government or government agency (other than those levied on the net income of **iconectiv**) in connection with the approved **iconectiv** Order Request Form. If **iconectiv** is required to collect a tax to be paid by Licensee, Licensee shall pay this tax on demand. If Licensee fails to pay these taxes, duties or levies, Licensee shall pay all reasonable expenses incurred by **iconectiv**, including reasonable attorney's fees, to collect such taxes, duties or levies. If Licensee is required to withhold taxes from amounts paid to **iconectiv**, Licensee shall provide to **iconectiv** a summary of all amounts withheld during the year no later than ten business days after December 31 of each year, addressed to: Telcordia Technologies, Inc. dba **iconecti.**, 444 Hoes Lane, Piscataway, New Jersey 08854, USA, Attention: Manager, International Collections, RRC-4A1021.
- (e.) Overdue payments are subject to a late payment charge, calculated and compounded monthly, and calculated at an annual rate of either (1) one percent (1%) over the prime rate available in New York City, as published in *The Wall Street Journal* on the first Monday (or the next bank business day) following the payment due date; or (2) 12 percent (12%), whichever shall be higher. If the amount of the late payment charge exceeds the maximum permitted by law, the charge will be reduced to that maximum amount. In the event that Licensee fails to make timely payments under Section 6.b.of this Agreement, in addition to all other remedies for breach available under this Agreement and applicable law, **iconectiv** may elect to immediately suspend future shipments of product(s) commencing on the due date until the date overdue payment is received.

7. Licensee Obligations.

- (a.) Licensee shall provide all information required on the **iconectiv** Price/Order Request Customer Profile Form prior to execution of this Agreement.
- (b.) Licensee shall provide written notice to **iconectiv** within thirty (30) days of any change to the information on the **iconectiv** Price/Order Request Customer Profile Form.

8. iconectiv Obligations.

- (a.) **iconectiv** shall provide Licensee with one (1) copy of the product(s) to the shipping address at the frequency and in the distribution format indicated on the approved **iconectiv** TRA Order Request Form.
- (b.) **iconectiv** shall provide Licensee instructional information deemed reasonable and customary to facilitate use or interpretation of the product(s).
- (c.) If the license is for the monthly LERG product and if requested by the subscriber, **iconectiv** shall provide access to the One-Day Change Process (daily download of LERG changes), at no additional charge to a single Licensee point of contact.

9. Limited Warranty and Disclaimer of Warranties.

- (a.) **iconectiv** warrants that the media furnished here-under shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery. Licensee's sole and exclusive remedy shall be the replacement of such defective media by **iconectiv**.
- (b.) **iconectiv** warrants that it has the right to provide the product(s) in accordance with the terms and conditions of this Agreement and such product(s) shall not infringe the copyright nor improperly provide the trade secret of any third party.
- (c.) **iconectiv** makes no representations and extends no warranties of any kind and assumes no responsibility for liability with respect to the use, sufficiency or accuracy of the product(s) data.
- (D.) THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF ICONECTIV HAS BEEN MADE AWARE OF SUCH PURPOSE, AND THE WARRANTY AGAINST INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

10. Limited Liability.

iconectiv shall not be liable for any damages related to the furnishing of the product(s) or arising out of the use or inability to use the product(s). Neither party shall be liable for any indirect damages, including any lost profits or other incidental or consequential damages, arising out of this Agreement. The liability of **iconectiv** under this Agreement, if any, is limited to the license fee(s) received by **iconectiv** for the product(s).

11. Termination.

- (a.) Either party shall have the right to terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party.
 - (b.) Either party shall have the right, in addition to all other rights and remedies which it has, to terminate the Agreement if the other party materially breaches any of its obligations hereunder and such breach is not remedied within thirty (30) days following notice from the non-breaching party to the breaching party specifying the breach. Termination for breach shall not affect any obligations of Licensee incurred prior to such termination.
 - (c.) In the event that a receiver or trustee is appointed, Licensee sells all or a substantial portion of its assets, makes an assignment for the benefit of creditors or the Licensee seeks protection under the bankruptcy laws of any jurisdiction, including under Chapter 11 of the United States Code ("the United States Bankruptcy Code") or has a petition filed against it which is not dismissed within thirty (30) days of the filing, **iconectiv**, at its sole option, may terminate services under this Agreement immediately upon written notification of the bankruptcy or other filing. **iconectiv** may continue to provide product(s) if Licensee provides adequate protection of future performance in the form of a one-month deposit and assumes the Agreement pursuant to applicable law within thirty (30) days of the filing date. In the event that the Agreement is assumed, Licensee must bring their account current on the date the Court authorizes assumption of the Agreement or other valid legal document is received from Licensee evidencing that the Agreement has been assumed.
- 12. Publicity.** Notwithstanding anything herein to the contrary, each party is prohibited from using in advertising, publicity, promotion, marketing, or other similar activity, any name, trade name, trademark, or other designation including any abbreviation, contraction or simulation of the other without the prior, express, written permission of the other.
- 13. Assignment.** Neither party shall assign, in whole or in part, this Agreement or any license, rights or obligations granted, to any other person or entity, without the prior written consent of the other party, provided however, that **iconectiv** may assign this Agreement to a purchaser or successor in interest of substantially all of its business and assets, provided notice is given to Licensee.
- 14. Waiver.** The failure of either party at any time to enforce any provision of this Agreement will not be construed as a waiver of the provision nor affect the validity of this Agreement.
- 15. Non-Compliance for Cause Beyond Control.** Neither party shall be liable to the other for non-compliance with any provision of this Agreement if the non-compliance resulted directly from any cause beyond the reasonable control of the party. However, this provision shall not apply to any payments due to **iconectiv** under this Agreement.
- 16. Compliance with Laws.** The parties agree to comply with all applicable laws including any and all export regulations.
- 17. Notice.** Any notice under this Agreement must be in writing and addressed to the other party and will be deemed delivered: (1) five business days after the notice has been mailed by certified mail, or (2) the next business day after receipted delivery to a recognized overnight courier for locations within the United States, or (3) within three (3) days or seventy-two (72) hours after depositing with a recognized international carrier for deliveries outside of the United States.
- 18. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected.
- 19. Controlling Law.** This Agreement must be construed and enforced according to the substantive laws of the State of New Jersey without giving effect to the conflict of laws principles thereof, and Licensee agrees to be subject to the jurisdiction of the courts in the State of New Jersey.
- 20. Survival.** The terms and conditions of this Agreement regarding payment, warranties, liability and all others that by their sense and context are intended to survive termination or expiration of this Agreement, shall survive and continue in effect.
- 21. Export/Reexport of Technical Data (for Licensee Located Outside of the United States).** Licensee acknowledges that any commodities and/or technical data provided under this Agreement shall be subject to the Export Administration Regulations ("the EAR") administered by the U.S. Commerce Department (http://www.access.gpo.gov/bis/ear/ear_data.html) (The Bureau of Export Administration home page) and that any export or reexport thereof must be in compliance with the EAR. Licensee agrees that it shall not export or reexport, directly or indirectly, either during term of the Agreement or after its expiration, any commodities and/or technical data (or direct products thereof) provided under this Agreement in any form to destinations in Country Groups D:1 or E:2, as specified in Supplement No. 1 to Part 740 of the EAR, (http://www.access.gpo.gov/bis/ear/ear_data.html) and as modified from time to time by the U.S. Department of Commerce, or to destinations and or entities that are otherwise controlled or embargoed under U.S. law.
- 22. Purchase Order/Forms Terms and Conditions.** For the avoidance of doubt, any and all purchase order or other similar form terms and conditions, including without limitation pre-printed terms and conditions set forth on the back of a purchase order and/or electronic terms and conditions from a Licensee's procurement/ordering system, shall be of no force and effect to the extent they are inconsistent with this Agreement.

END OF TRA PRODUCT LICENSE AGREEMENT TERMS AND CONDITIONS
