



733 Turnpike Street
 Suite 192
 North Andover, MA 01845
 USA
 Tel: +1-718-548-7245
 Fax: +1-484-952-2470

**CERTIFICATION MARK
 LICENSE AGREEMENT**

THIS CERTIFICATION MARK LICENSE

AGREEMENT (hereinafter "Agreement"), made and effective as of the date executed by the final signatory hereto, is made by and between the SIP Forum LLC, a Delaware Limited Liability Company with offices at 733 Turnpike Street, Suite 192, North Andover, MA 01845 (hereinafter "Licensor"), and:

 Legal Name of Business

 Doing Business As or Trading Name

 Mailing Address

 City, State, Zip Code

 Street Address (if different)

 City, State, Zip Code

 Telephone Number (including area code)

 Facsimile Number (including area code)

whose business is a (circle one): corporation partnership
 limited liability company sole proprietorship
 other (**specify**) _____
 and who is a (circle one): equipment manufacturer software provider service provider
 other (**specify**) _____
 (hereinafter "Licensee").

WITNESSETH:

WHEREAS, Licensor is an industry association purposed to advance the adoption of products and services based on the Session Initiation Protocol (hereinafter "SIP").

WHEREAS, Licensor has developed a certification program to certify equipment manufacturers, software providers and service providers who meet specific criteria; and

WHEREAS, Licensor is the owner of the certification mark(s) set forth in Attachment A hereto (hereinafter "the Mark(s)"); and,

WHEREAS, Licensee desires to participate in the certification program and desires to use the Mark(s) in its marketing, advertising, promotional or other similar materials or communications; and,

WHEREAS, Licensor is willing to grant Licensee permission to so use the Mark(s) pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **CERTIFICATION PROGRAM.**

Licensor administers the SIPconnect Certification Program (hereinafter "the Program"). The criteria for certification in the Program and the Policies and Procedures governing participation in the Program are contained in Attachment B hereto. Licensee agrees to comply with and be subject to all terms, conditions, policies and procedures associated with the Program. Licensee agrees to provide to Licensor at any time during the term of this Agreement, if requested, reasonable documentation of its continued eligibility to participate in the Program. Licensee agrees that Licensor shall have the right to revise the Program, the criteria for certification in the Program, and the Policies and Procedures governing participation in the Program from time to time as Licensor in its sole discretion deems appropriate.

2. **TERM OF AGREEMENT/TERMINATION.**

- a. This Agreement shall not become effective unless and until it is accepted and fully executed by Licensor.
- b. This Agreement shall continue and remain in effect until one calendar year (365 days) after it was first made effective. If Licensee is thereafter re-certified in accordance with the terms and conditions of the Program, this Agreement shall thereupon automatically be renewed for an additional one-year term, and which shall be conditioned upon Licensee's continued status as an eligible and certified participant in the Program and payment of the annual re-certification fee.
- c. This Agreement shall immediately terminate upon Licensee's withdrawal or removal from the Program for any reason.
- d. Should Licensor, in its sole discretion, determine to cancel the Program or any portion thereof, Licensor may, but is not required to, terminate this Agreement by giving Licensee at least sixty (60) days written notice of its intention to terminate.
- e. If Licensee is or becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it, then the SIP Forum Board of Directors may terminate this agreement at its discretion at any time.
- f. This Agreement may also be terminated by Licensor by written notice to Licensee that there has been a material breach of Licensee's representations, warranties, covenants or agreements contained in this Agreement. Licensee shall then

be given a period of sixty (60) days within which to cure said breach. Failure to cure said breach to the satisfaction of Licensor shall thereafter result in immediate termination of this Agreement.

g. Licensee agrees and acknowledges that it must immediately comply with all of its obligations upon termination of this Agreement as set forth in the policies and procedures for the Program in Attachment B hereto.

3. LICENSE GRANT.

a. Licensor hereby grants Licensee, subject to the further terms hereof, the non-exclusive right to utilize the Mark(s) in marketing, advertising, promotional and other similar materials and communications in compliance with the usage guidelines attached hereto as Attachment A. Licensor's right to use the Mark(s) immediately ceases upon termination or cancellation of this Agreement.

b. Licensee agrees that it will

i. Make its best effort to display the Mark(s) on all product packaging and advertising material for products and services which meet the Program requirements.

ii. Ensure that the Mark(s) is/are not displayed in conjunction with any products or services that do not meet the Program requirements and otherwise comply with the terms and conditions of the Program and ensure that the Mark(s) is/are only used in a manner which is consistent with and authorized by the Program. Licensee acknowledges that this is an essential term of this Agreement and that any failure to comply with this term shall be a material breach of this Agreement which will cause irreparable harm to Licensor and which shall entitle Licensor to seek immediate injunctive relief and any other remedies available to Licensor.

c. Licensee agrees that, in all of its visual marketing, advertising, promotional or other similar materials in which the Mark(s) will be displayed, such display of the Mark(s) shall be in accordance with the written criteria adopted by Licensor from time to time. Licensee shall not revise or alter the appearance of the Mark(s) in any manner and shall use the Mark(s) exactly as provided by Licensor. Licensor shall supply Licensee with camera ready art of the Mark(s) to allow Licensee to use the Mark(s) in Licensee's marketing, advertising, promotional or other similar material in accordance with this Agreement.

d. Licensee agrees not to make, in its marketing, advertising, promotional or other similar materials or communications, or in any communication designed or expected to reach consumers, any claim that its products or services are of any particular quality level, or are in any manner superior in quality to any other company's products or services, either because Licensee is authorized to use the Mark(s) or because Licensee offers for sale products or services bearing the Mark(s).

e. Licensee shall not at any time do or suffer to be done any act or thing which, directly or indirectly, may modify, alter, dilute or misuse the Mark(s) or reduce the value of the Mark(s) or

detract from its/their reputation. The Mark(s) may not be used in any manner that, in the sole discretion of Licensor: discredits Licensor or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between Licensor and Licensee.

f. Licensee shall cause to appear on all materials on or in connection with which the Mark(s) is/are used, such legends, markings, and notices as are necessary to give appropriate notice of the ownership and/or registered nature of the Mark(s) as instructed by Licensor.

g. Upon Licensor's request, Licensee agrees to promptly submit a specimen of all materials on or in connection with which the Mark(s) is/are used for inspection by Licensor to ensure compliance with this Agreement. Should Licensor, in its sole discretion, determine that Licensee is using the Mark(s) in any manner which is not authorized by this Agreement, Licensor shall notify Licensee of such unauthorized use and Licensee shall immediately cease using the Mark(s) in such unauthorized manner. Licensee's failure to comply with this provision shall be grounds for Licensor to immediately terminate this Agreement.

4. OWNERSHIP OF MARK(S).

Licensee acknowledges that all right, title and interest in and to the Mark(s) is and shall remain with the Licensor. Licensee agrees that it will do nothing inconsistent with such ownership and that all use of the Mark(s) shall inure to the benefit of and on behalf of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Mark(s) other than the right to use the Mark(s) in accordance with this Agreement. Licensee agrees that it shall make no claim to or against Licensor's title to the Mark(s) or challenge the validity of this Agreement. At Licensor's request, Licensee shall execute any documents reasonably required by Licensor to confirm Licensor's ownership of all rights in and to the Mark(s). Licensee agrees not to use or make application for registering any mark that is confusingly similar to or that would dilute the Mark(s).

5. INFRINGEMENT.

In the event that Licensee learns of any infringement or imitations of the Mark(s), or of any use by any person or entity of a mark similar to the Mark(s), it promptly shall notify Licensor thereof. Licensor hereupon shall take such action as it deems advisable for the protection of its rights in and to the mark(s). If requested to do so by Licensor, Licensee shall cooperate with Licensor in all respects, at Licensor's sole expense, including without limitation by being a plaintiff or co-plaintiff in any proceeding and by causing its officers to execute pleadings and other necessary documents. In no event, however, shall Licensor be required to take any action if it deems it inadvisable to do so, and Licensee shall have no right to take any action with respect to the Mark(s) without Licensor's prior written approval.

6. INDEMNIFICATION.

a. Licensee hereby agrees to indemnify and hold harmless and forever discharge Licensor and its officers, directors, agents and employees from and against, and in respect of, any and all suits, claims, demands, damages, costs and expenses, including attorney's fees, that may be claimed or asserted against Licensor or any or all of the above-mentioned persons or their successors, by any person, firm, corporation or government on account of:

(i) any actual or alleged injury, damage, death or other consequence arising or resulting directly or indirectly out of the products or services supplied by Licensee at any time;

(ii) any misrepresentation, breach of any provision of this Agreement (including, without limitation, the attachments hereto), its own negligence, or willful misconduct, by Licensee;

(iii) or out of the use and/or misuse by Licensee of the Mark(s), including, but not limited to, Licensee's use of the Mark(s) on or in connection with goods or services that do not meet the requirements of the Program.

b. If Licensee is a manufacturer, Licensee agrees, in addition to the provisions of section 6.a. above, to indemnify and hold harmless and forever discharge Licensor and its officers, directors, agents and employees from and against, and in respect of, any and all suits, claims, demands, damages, costs and expenses, including attorney's fees, that may be claimed or asserted against Licensor or any or all of the above-mentioned persons or their successors, by any person, firm, corporation or government on account of the use of the Mark(s) by any retailer on or in connection with said manufacturer's products which do not meet the requirements of the Program.

c. It is expressly understood, agreed and intended by the parties hereto that Licensor, its officers, directors, agents and employees will not be responsible, in any way, to any party whatsoever with respect to any warranties, negligence, defects or other obligations in respect of the design, labeling, manufacture, packaging, distribution, promotion, exploitation or sale of products or services by Licensee, however the foregoing might arise.

7. WARRANTIES.

a. Licensor represents and warrants that it has performed reasonable due diligence, including a search, to try to ensure rightful use and ownership of the Mark(s), that it is currently seeking federal registration of the Mark(s), and that to the best of its knowledge it shall be the exclusive owner of such Mark(s) in the United States in connection with the products and services at issue under this Agreement.

LICENSOR MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MARK(S). IN NO EVENT SHALL LICENSOR BE

LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO LICENSEE'S USE OF THE MARK(S), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. Licensee represents and warrants that it has reviewed the terms and conditions governing participation in the Program and that it meets all of the criteria for participation in the Program and that it will take all reasonable steps to ensure that it continues to meet the terms and conditions of the Program during the term of this Agreement.

c. Each party hereto represents that it has full power to enter into and complete the transactions required hereunder, and that this Agreement is enforceable against it in accordance with its terms, and that the activities contemplated hereunder do not conflict with or constitute a breach of or default under any contracts or commitments to which it is a party.

8. INDEPENDENT CONTRACTOR RELATIONSHIP.

Licensee acknowledges that neither it nor any of its employees shall be considered employees of Licensor for any purpose under any statute, rule or regulation. Licensee agrees to indemnify and hold Licensor harmless from and defend Licensor against any claim based upon an assertion that any of Licensee's employees is an employee of Licensor, including, without limitation, any claim for withholding tax, unemployment tax, social security payments, worker's compensation or other similar taxes or payments.

9. IRREPARABLE HARM.

Licensee agrees that if it violates any provision of this Agreement, irreparable harm will be suffered by Licensor and Licensor shall be entitled to injunctive relief, in addition to any other available remedies.

10. MISCELLANEOUS PROVISIONS.

a. Notices. All notices hereunder shall be in writing and shall first be communicated by facsimile. All notices shall be deemed to have been duly given upon receipt, by whatever method effectuates actual receipt. All notices shall, after delivery by facsimile, be followed by personal delivery or by certified or registered mail, postage prepaid, deposited in the United States Mail, return receipt requested, addressed to the parties at the addresses set forth below, or at such other addresses as shall be specified in writing:

If to Licensee: To the address and facsimile number stated above.

If to Licensor:

Managing Director
SIP Forum LLC
733 Turnpike Street
Suite 192

North Andover, MA 01845

b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to the principles of choice of law of that jurisdiction. For purposes of litigation involving this Agreement, Licensee consents to jurisdiction over its person in Delaware.

c. **Severability.** Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement and of each such other agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

d. **Force Majeure.** If either party shall be prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or acts of God, such defaulting party shall be excused from performance for the period of the delay and for a reasonable time thereafter.

e. **Binding on Successors/Assignment.** The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors of the parties. Licensee shall not assign its rights hereunder to any person or entity without first obtaining the written consent of Licensor. Licensor may assign its rights hereunder.

f. **Waiver.** Any waiver of a provision of this Agreement must be in writing signed by the party waiving its rights and shall apply only in the specific instance and for the specific purpose given. The giving of a waiver in one instance or for one purpose shall not create any implied obligation to give a waiver in another instance or for another purpose.

g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same instrument.

h. **No Trial by Jury.** All parties to this Agreement waive any and all right to a trial by jury in any action or proceeding brought or commenced by either party which is directly or indirectly related to this Agreement.

i. **Construction of Agreement.** This Agreement is the product of negotiations between Licensee and Licensor and their respective attorneys, and no provision shall be construed for or against either party by reason of ambiguity in language. To the extent that there is a conflict between the terms in this Agreement and an appendix hereto, the language of the Agreement shall control.

j. **Expenses.** Except as otherwise set forth in this Agreement, Licensee and Licensor shall each bear their own expenses in connection with this Agreement and in connection with all things required to be done by and of them hereunder.

k. **Headings.** The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement and shall not be construed to alter or vary the text.

l. **Attorney's Fees.** In any action between Licensee and Licensor at law or in equity arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.

m. **Entire Agreement.** Except as may otherwise be specifically provided herein, this Agreement, including any appendices and exhibits hereto, constitutes the entire agreement of the parties and all prior representations, covenants, proposals and understandings, whether written or oral, are superseded and merged herein. This Agreement may be modified or amended only by an instrument in writing executed by the parties hereto and specifically stating that is intended as a modification or amendment to this Agreement. No oral statements or representations not contained herein shall have any force or effect.

n. **Survival of Terms.** Any terms of this Agreement which by their nature extend beyond termination remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs and assigns, including Sections 2.g., 4, 6, and 8.

WHEREFORE, having agreed to the foregoing terms of this Certification Mark License Agreement, the parties set their hands and seals as set forth.



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**CERTIFICATION MARK
LICENSE AGREEMENT**

LICENSOR:

SIP Forum

BY:

Date:

Print Name:

Print Title:

LICENSEE:

Company Name:

BY:

Date:

Print Name:

Print Title:

ATTACHMENT B CERTIFICATION CRITERIA

SIPCONNECT COMPLIANT

100% compliance with all mandatory requirements of the SIPconnect Technical Recommendation as documented and maintained by the SIP Forum.

SIPCONNECT CERTIFIED

100% compliance with all mandatory requirements and broad compliance with non-mandatory requirements of the SIPconnect Technical Recommendation documented and maintained by the SIP Forum as verified by a SIP Forum approved testing authority.

THE SIP FORUM CERTIFICATION PROGRAM Policies & Procedures

CERTIFICATION COMMITTEE

The SIP Forum Board of Directors will appoint a Certification Committee consisting of the Managing Director of the SIP Forum, a member from the SIP Forum Board of Directors, and a Full or Participating Member that is not on the SIP Forum Board of Directors.

Each Certification Committee member shall serve a term of one-year. Certification Committee members may serve up to three consecutive one-year terms. The Certification Committee will elect a chair annually from among its members.

In the event the term of a sitting Certification Committee member expires before a replacement is appointed by the SIP Forum Board of Directors, the term of the committee member shall continue in effect until a replacement is appointed, subject to the overall 3 year term limit of the committee member. If the committee member has completed 3 terms, their term may be extended no more than ninety (90) days beyond the end of their third term if a replacement has not been appointed.

Certification Committee members may be removed at any time by the SIP Forum Board of Directors, who in such cases shall be responsible for appointing a suitable replacement within sixty (60) days.

CERTIFICATION FEE

The SIP Forum will charge a fee for certification and annual re-certification as follows:

a. If Licensee is a current member of the SIP Forum, the certification fee shall be equal to Two Thousand Five Hundred Dollars (\$2500.00) per year.

b. If Licensee is not a current member of the SIP Forum, the certification fee shall be equal calculated as follows:

i. If Licensee has annual sales equal to or in excess of \$100 million, the certification fee shall be equal to Ten Thousand Dollars (\$10,000.00) per year.

ii. If Licensee has annual of less than \$100 million, the certification fee shall be equal to Five Thousand Dollars (\$5000.00) per year.

The SIP Forum reserves the right to change certification and re-certification pricing on an annual basis, subject to ninety days notification and by not more than 5% per year.

APPLICATION REVIEW PROCESS

Licensee shall submit an application (hereinafter "Certification Application") to the SIP Forum, which shall contain the necessary information required, as set forth by the Licensor, for the Certification Committee to consider Licensee's request.

Certification Committee Members or their designate(s) will review Certification Applications for completeness and follow-up with applicants initially as necessary. The sole criteria for Certification are (1) 100% compliance with the SIPconnect Technical Recommendation as documented and maintained by the SIP Forum, (2) additional broad compliance with the non-mandatory requirements of the SIPconnect Technical Recommendation if Licensee is seeking a license to use the SIPconnect Certified mark, (3) payment of the certification fee.

Certification Committee members will review applications and return a response form to the applicant with one of the following choices: approved, approval contingent upon confirmation of eligibility, or not approved. Certification Committee members will be given a period of two weeks to return response forms. For an application to be acted upon, at least two of the three Certification Committee members must respond. Certification will be granted if two or more Committee members approve the application. The Certification Committee will be notified of any applications not approved, in which case any Committee member may call for further discussion of the Certification Application by electronic mail or telephone conference call and/or for a second Committee vote on the application.

APPROVED APPLICANTS FOLLOW-UP

SIP Forum staff will send within three business days of approval of a Certification Application by the Certification Committee access credentials that an approved applicant may use to access marketing material associated with the SIPconnect certification marks set forth in this agreement.

CERTIFICATION PERIOD-RENEWAL PROCEDURE AND SCHEDULE

The certification “year” will run from _____ to _____.

The certification renewal procedure will be as follows:

- 60 days prior to certification term end date, Licensor will send Licensee an annual renewal notice (including re-certification form) and re-certification fee invoice with due date of 30 days NET.
- 30 days prior to certification term end date, Licensor will send Licensee a reminder notice and copy of invoice.
- If payment is not received prior to certification end date, Licensor will send Licensee a program participation termination letter with final invoice with a deadline of two-weeks to respond and pay or have participation in the program terminated.

Notwithstanding section 2 of this agreement, it is hereby agreed that in the event Licensee will not positively reply to the renewal notices, it shall be deemed that Licensee requests not to renew the certification and therefore no fees shall be charged Licensee for any renewal.

EXCEPTIONS

The Certification Committee may from time to time grant exceptions to the program requirements as it deems appropriate for the benefit of the SIPconnect certification mark program and its licensees. Such exceptions may include the duration during which an exception is valid and may be of a general nature (applicable to all licensees) or a specific nature (applicable to single licensee). The Certification Committee may not grant exceptions of any kind from the certification requirements themselves, nor may the Certification Committee refuse to certify products or services that meet the certification criteria.

REMOVAL FROM PROGRAM

Removal from the Certification Program will occur as follows:

Voluntary withdrawal

Written notification of program withdrawal must be sent to the SIP Forum at the address in 10(a). SIP Forum staff will send withdrawing participant a program participation termination letter with a fax back form to indicate receipt and acknowledgment of obligations upon termination of participation, as follows:

- Immediate removal and destruction or return of all point of materials (i.e. posters, buttons, window decals, tent cards, certificate, etc.) that include logo, certification mark, slogan, key phrases/statements and/or artwork related to the Certification Program

- Discontinue immediately any further use of logo/certification mark/slogan/artwork in all advertisements and promotions; current media commitments must be allowed to expire and may not be renewed or extended
- Discontinue within 30 days any further use of logo/certification mark/slogan/artwork in all printed materials such as letterhead, invoices, business cards, and truck signs (existing materials may not be used after 30 days)
- Discontinue within 30 days any further use of logo/certification mark/slogan/artwork for all other items (tangible and non-tangible)

Removal due to nonpayment of annual re-certification fee

In accordance with the renewal policy, SIP Forum staff will send a program participation termination letter with a fax back form to indicate receipt and acknowledgment of letter’s contents. The letter will set forth the same obligations as above.

Removal due to breach of the Certification Program License Agreement

Participants may be removed from the Certification Program in the event of a breach of the obligations set forth in the Program’s License Agreement, including a failure to meet eligibility criteria or a violation of the Usage Guidelines set out in Attachment A.

MONITORING OF PROGRAM

Participants agree in writing to comply with the terms of the SIP Forum Certification Program License Agreement, including the obligation to self certify eligibility for certification. While SIP Forum does not maintain an ongoing policing program with respect to eligibility, a procedure is in place to permit a challenge to the eligibility of a certified participant.

ELIGIBILITY CHALLENGE

SIP Forum staff and the Certification Committee will be responsible for considering and acting upon any challenges to a participant’s eligibility. Challenges may be made by any SIP Forum Full or Participating Member. All challenges must be in writing and directed to the SIP Forum office and must specifically set forth the basis for challenging a participant’s eligibility for the Certification Program.

SIP Forum staff will first review the challenge to determine whether, if true, the challenge calls into question the participant’s eligibility for certification. If that eligibility is not called into question, SIP Forum staff will respond to writing to the person making the challenge and advise that the challenge has been rejected. There shall be no appeal from such a decision. If SIP Forum staff determines that the challenge, if true, does call into question the participant’s eligibility, the challenge will be forwarded to the Certification Committee for review. The Certification Committee shall first determine

whether additional information is necessary from the person making the challenge; if so, such information shall be requested. If the Certification Committee then determines that the challenge is without merit, the Committee chair shall so notify the person making the charge. There shall be no appeal from such a decision. Should the Certification Committee determine that the challenge, if true, does call into question the participant's eligibility for certification, the Committee chair shall provide the participant whose eligibility has been challenged with a copies of the written challenge and all written information in support of such challenge. The Committee may request that the participant submit relevant information for the Committee's consideration. The participant shall then have a period of thirty (30) days within which to submit written evidence, including evidence of any changed circumstances, in opposition to the challenge, or may present a plan to remedy the issue associated with the challenge in not more than sixty (60) days. If the Certification Committee, upon receipt and review of evidence in opposition to the challenge, determines that the challenge is without merit, it shall so inform the person making the challenge and the participant in writing. If the Certification Committee, upon receipt and review of plan to remedy the issue associated with the challenge, determines that the remediation plan is acceptable, it shall so inform the person making the challenge and the participant in writing. There shall be no appeal from such a decision.

If the Certification Committee determines otherwise, or the participant fails to carry out the terms of its remediation plan, the Certification Committee shall inform the participant of the right to a hearing on the matter, which hearing, if any, shall be scheduled within thirty (30) days of such determination. At any such hearing the participant shall be entitled to present evidence, to cross-examine any opposing witnesses and to be represented by counsel. The Certification Committee shall then, on the basis of the evidence before it, determine the participant's continued eligibility to participate in the Certification Program.

A two-thirds vote of the Committee shall be necessary to withdraw the participant's certification. The Committee's decision shall be in writing and, in the event that certification is withdrawn, shall specify the grounds for withdrawal. The decision shall be communicated only to the participant. There shall be no appeal from a decision to permit the participant's continued participation in the Certification Program.

A decision to withdraw the participant's certification shall be effective thirty (30) days from the date it is communicated to the participant, unless the participant shall first file with the SIP Forum staff a written appeal of the decision specifying the grounds upon which the Certification Committee's decision was in error. Appeals shall be considered by the SIP Forum Board of Directors, except that any SIP Forum Board of Directors member who is also a member of the Certification Committee which heard the initial challenge or works for an employer that uses the SIPconnect mark shall recuse himself or herself, and shall be based solely upon a review of the written record developed before the Certification Committee,

including the Committee's written decision; there shall be no right to submit additional information to the SIP Forum Board of Directors, nor shall there be a right to a hearing before the SIP Forum Board of Directors. SIP Forum Board of Directors decisions in such appeals shall be by a majority vote, shall be in writing, shall be communicated only to the participant and the Certification Committee, shall not be subject to further appeal, and shall be effective immediately upon receipt by the participant.

REINSTATEMENT

Former program participants who have voluntarily withdrawn from or who were involuntarily removed from the program must re-apply to resume participation in the program. A reinstatement fee equal to the then current certification fee shall be payable.

CONFIDENTIALITY

Except as otherwise provided herein, all information regarding rejected applications and involuntary removals from the Certification Program will be disclosed only to SIP Forum staff, Certification Committee members and SIP Forum Board of Directors members. In the event that SIP Forum receives a judicial or administrative demand for any such materials, the affected applicant or participant shall be made aware of, but SIP Forum shall be under no obligation to resist, such demand.

ATTACHMENT A USAGE GUIDELINES

- 1) The SIP Forum controls the following Marks related to the SIPconnect standard:
 - a. SIPconnect;
 - b. SIPconnect (and design)
 - c. SIPconnect Certified (and design)
 - d. SIPconnect Compliant (and design)
- 2) Licensees may use the Marks in the following ways which are not mutually exclusive:
 - a. Licensees may use the phrase “with SIPconnect” to modify an existing product or service name if that product or service has been certified as either SIPconnect Certified or SIPconnect Compliant (i.e. the mark could be used to modify a service called “Digital Voice Service” in this way: “Digital Voice Service with SIPconnect”). If Licensee uses the SIPconnect Mark in this way in any marketing, advertising or packaging copy, the phrase “A SIPconnect Compliant [or Certified] Product [or Service]” must be displayed either in close and obvious proximity to the Mark or in a readily apparent footnote on the same page or package side as the Mark and pointed to by an asterisk or other appropriate punctuation. Usage of the Mark that is not compliant with this paragraph shall be a material violation of this Agreement.
 - b. Licensees may use the SIPconnect Certified Mark set out below in marketing, advertising or product packaging for any product that has been certified by the SIP Forum. The Mark must be displayed with in the colors as shown on this page, in black-and-white or gray-scale. The mark must be displayed at a minimum width of one (1) inch, and such display must retain the proportional width and height as shown. Usage of the Mark that is not compliant with this paragraph shall be a material violation of this Agreement.
 - c. Licensees may use the SIPconnect Compliant Mark set out below in marketing, advertising or product packaging for any product that has been certified by the SIP Forum. The Mark must be displayed with in the colors as shown on this page, in black-and-white or gray-scale. The mark must be displayed at a minimum width of one (1) inch, and such display must retain the proportional width and height as shown. Usage of the Mark that is not compliant with this paragraph shall be a material violation of this Agreement.
- 3) In addition to the requirements above, all marketing, advertising and packaging copy using the Mark in any manner shall contain the following statement in a font size of at least 10 points in an appropriate and readable location: “SIPCONNECT is a certification mark of the SIP Forum, LLC.” Usage of the Mark on marketing, advertising or packaging that is not compliant with this paragraph shall be a material violation of this Agreement.

