

Ubicom, Inc.

Trademark and Graphic Usage Agreement

Ubicom, Inc. (“**Ubicom**”) grants you (“**Advertiser**”) limited non-transferable, non-sublicensable permission to use the Ubicom’s trademarks and graphics in Exhibit A (“**Ubicom Trademarks**” and “**Ubicom Graphics**,” respectively) solely in connection with the advertising, marketing, promotion and sale of Advertiser products that include a Ubicom processor and solely subject to compliance with these terms and conditions.

You must agree to abide by these terms and conditions before you download, copy, or use the Ubicom Trademarks or Ubicom Graphics. Any such downloading, copying or use indicates your acceptance of these terms and conditions. If you do not agree to these terms and conditions, do not download, copy, or use the Ubicom Trademarks or Ubicom Graphics.

Advertiser’s right to use the Ubicom Trademarks and Ubicom Graphics is strictly limited as stated herein. Any other use of the Ubicom Trademarks or Graphics is strictly prohibited and would constitute a material breach resulting in termination under Section V.

I. Trademarks

1. Advertiser will use the Ubicom Trademarks only in compliance with the Ubicom Trademark and Logo Usage Guidelines stated below and as modified by Ubicom from time to time with a minimum of thirty (30) days notice to Advertiser.
 - a. Advertiser will use the Ubicom Trademarks and Ubicom Graphics solely in connection with the corresponding Ubicom products and not for any other goods or services.
 - b. Advertiser's company name, logo or product name will appear on any products or related materials where a Ubicom Trademark is used.
 - c. Advertiser will not combine the Ubicom Trademarks or Ubicom Graphics with any other trademark, trade name, other logo, words, graphics, photos, slogans, numbers, design features, or symbols.
 - d. Advertiser will not use the Ubicom Trademarks or Ubicom Graphics in any manner that may disparage the Ubicom Trademarks or impair the validity, scope, title or goodwill of Ubicom in the Ubicom Trademarks or Ubicom Graphics.
 - e. In each publication or other item produced or caused to be produced by Advertiser that includes any Ubicom Trademark or Ubicom Graphics, Advertiser agrees to provide a specific trademark

attribution that uses a ™ or ®, as appropriate, and acknowledges Ubicom, Inc. as the owner of the trademark(s) or graphics used. Such acknowledgement will be in a font size customarily used and at least as large as all other trademark attributions.

2. While using the Ubicom Trademarks, Advertiser agrees to maintain a standard of quality comparable with the current quality of networking products standard in the industry. The quality of Advertiser networking products including Ubicom processors will be at least equal to the quality of comparable Advertiser networking products that do not include Ubicom products.
3. Advertiser will supply Ubicom, for Ubicom's written approval (which will not be unreasonably withheld), representative specimens of products and marketing, advertising, promotion, and sales materials bearing a Ubicom Trademark at least ten (10) business days prior to use of said products or materials. Ubicom will respond within five (5) business days of receipt of said specimen, and failure to respond will be deemed approval. Following approval, Advertiser will be required to submit only those additional samples that substantially differ from those previously approved.
4. Advertiser acknowledges the value of the goodwill associated with the Ubicom Trademarks and further acknowledges that Ubicom is the owner of the Ubicom Trademarks and that the goodwill associated therewith inures to the benefit of and belongs exclusively to Ubicom. Advertiser agrees that it will not, either during or after the term of this Agreement, contest, attack or dispute, or assist another party in contesting, attacking or disputing Ubicom's title or rights in the Ubicom Trademarks.
5. Advertiser will inform Ubicom, within a reasonable time, of any unauthorized use of the Ubicom Trademarks that comes to the attention of Advertiser. Ubicom will have the right, but not the obligation, to take action against any unauthorized user.

II.

Advertiser agrees to refrain from using, or filing any application(s) to register, in any class in any country any trademark, service mark, trade name, domain name or other designator that is the same as or is confusingly similar to any of the Ubicom Trademarks or Ubicom Graphics.

Advertiser will not use the Ubicom Trademarks or Ubicom Graphics in any manner that implies Ubicom's sponsorship or certification of Advertiser's company, products or services.

III.

Advertiser will not produce material that incorporates the Ubicom Trademarks or the Ubicom Graphics and constitutes a libel or slander against, or violates or

infringes upon any right, common law or otherwise, of any kind or nature whatsoever, of any person or entity, including, without limitation, any right of privacy or publicity. ADVERTISER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS UBICOM FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY AND OTHER EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), RESULTING FROM ADVERTISER'S BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR OTHER IMPROPER USE OF THE UBICOM TRADEMARKS OR UBICOM GRAPHICS.

IV. Warranty Disclaimer

THE UBICOM TRADEMARKS AND THE UBICOM GRAPHICS ARE PROVIDED "AS IS". UBICOM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT WILL UBICOM BE LIABLE FOR ANY DAMAGES WHATSOEVER, (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORT RELATED ACTION, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF UBICOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WHERE AND TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW.

V. Termination

1. Advertiser's failure to comply with the terms and conditions of this Agreement will result in an immediate termination of this Agreement.
2. Ubicom reserves the right to withdraw permission to use the Ubicom Trademarks and the Ubicom Graphics, in its sole discretion.
3. Upon termination of this Agreement, the rights and licenses granted hereby to Advertiser will immediately terminate and Advertiser will immediately cease to use, display and distribute, directly or indirectly, the Ubicom Trademarks and Ubicom Graphics. Advertiser acknowledges that its failure, following expiration or termination of this agreement, to cease use of the Ubicom Trademarks and Ubicom Graphics will result in immediate and irreparable harm to Ubicom for which there is no adequate remedy at law.

VI. Other

1. Any claim arising under or relating to this Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflict of laws. Each party hereto submits to the jurisdiction of the state and federal courts of Santa Clara County and the Northern District of California.

2. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, the remaining terms will continue in effect as though the terms so declared were deleted.
3. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions for such breach or in the event of future breaches.
4. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements with respect to the subject matter of this Agreement.
5. Advertiser may assign its rights and obligations under this License only to a buyer of all or substantially all of its business related to Ubigom processors, and only so long as assignee agrees to be fully bound by the terms and conditions of this agreement.

If you have any questions regarding this Agreement, please contact Ubigom at 650-210-1510.

If you agree to abide by the terms and conditions of this Agreement, please press "Accept." If you do not agree to abide by the terms and conditions of this Agreement press "Decline," in which case you are prohibited from using the Ubigom Trademarks or Ubigom Graphics.