JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (the “Agreement”), dated this 22nd day of October 2013 (the Effective Date), between the Alliance for Telecommunications Industry Solutions, Inc. (ATIS) and the Metro Ethernet Forum (MEF) (each a Party, and collectively the Parties).

WHEREAS, ATIS and MEF each develop technical specifications, technical requirements, standards, protocols and similar deliverables (hereafter Deliverables);

WHEREAS, ATIS and MEF have determined that collaborative efforts in connection with joint development of a Deliverable(s) relating to the ordering of Ethernet service would be beneficial to facilitate the timely development of and enhance the technical quality of such Deliverable.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, ATIS and MEF hereby agree as follows:

1. Scope of Joint Work. ATIS and MEF shall jointly develop a Deliverable(s) related to an international specification to support worldwide Ethernet ordering (the Scope). Each Party shall retain the ability and right to individually develop Deliverables outside of the Scope, and no work outside the Scope initiated or pursued individually by either ATIS or MEF may become part of the Scope except with the written approval by ATIS and MEF. Prior to such approval, such independent work shall not be identified as within the Scope or otherwise subject to this Agreement.

2. Exchange of Information. ATIS and MEF agree to use reasonable commercial efforts to exchange Documents required to further the Scope contemplated by this Agreement via e-mail. ATIS and MEF each further agree to take reasonable effort to ensure that any Deliverables that may be received under this Agreement are made available only to the members of receiving organization. This would include, for example, ensuring that any Deliverables posted on the receiving party’s website are password-protected and that the receiving party’s members are aware of the restriction on the distribution of Deliverables.

   a. Distribution Lists. Participation in the joint work should be open only to ATIS and MEF members. A single electronic distribution list will be developed and regularly updated for the distribution of information pertaining to joint work, and such list shall be jointly maintained by ATIS and MEF.

   b. Access to Contributions/Drafts. Access to contributions and draft Deliverables should be limited only to ATIS and MEF members. ATIS and MEF shall designate a single location in a password-protected website to post contributions and draft documents. This website must include a notification that the distribution of information, contributions and draft and final Deliverables exchanged under this Agreement is not permitted to those outside of ATIS and MEF. ATIS and MEF shall exchange information necessary to establish, maintain and update the website.
c. Contributions and IPR. The Deliverable(s) developed under this Agreement may include the known use of patent(s), including patent applications. With respect to contributions and other materials that ATIS and MEF, or their respective members, may provide for use in connection with the joint work efforts under this Agreement:

i. ATIS’ Patent Policy as found in Section 10.4 of the ATIS Operating Procedures shall apply to any contributions and other materials submitted by ATIS members.

ii. MEF’s Patent Policy as found in Article 10 of the MEF Bylaws shall apply to any contributions and other materials submitted by MEF members.

iii. Any writing submitted for the purpose of expressing a licensing assurance related to any Deliverables developed under this Agreement shall not qualify as such an assurance unless it expressly states that the assurance is irrevocable.

iv. ATIS and MEF disclaim any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other intellectual property rights, and will take no position on the validity or scope of any such rights.

v. ATIS and MEF will not make any explicit determination that the assurance of reasonable and non-discriminatory terms for the use of a technology has been fulfilled in practice, and expressly disclaim any duty to do so.

vi. ATIS and MEF take no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any effort to identify any such rights.

vii. Contributors agree to grant ATIS and MEF perpetual, non-exclusive, royalty-free, world-wide rights and licenses to copy, distribute and otherwise use contributed information in the joint deliverable.

3. Meetings. Joint meetings will be held to progress the work. The meeting will run by one co-leader selected by ATIS and one co-leader selected by MEF. The meeting co-leaders are responsible for ensuring that the terms of this Agreement are followed by participants and that meetings are conducted in a fair and efficient manner. The meeting co-leaders should remain neutral in all discussions.

a. Decisions will be made by consensus of those member companies present at a particular meeting. Consensus is established when substantial agreement (i.e. more than a simple majority, but not necessarily unanimous agreement) has been reached among those participating in discussion of the issue at hand and requires that all views and objections be considered, and that a concerted effort be made toward their resolution.
b. Either meeting co-leader may request additional time to ensure that the views of all parties are considered. In the event of such a request, the issue will be addressed at the next meeting. It is anticipated that most of these meetings will take place virtually.

c. **Co-location.** To the extent that face-to-face meetings are planned, co-location of joint meetings at existing ATIS and/or MEF events will be encouraged. In recognition of limited resources: (1) meetings should be located within the continental United States in close proximity to a tier one city airport; (2) whenever possible, meetings should be scheduled where meetings of mutual interest are held; and (3) consideration should be given to cost effective locations and hotels.

d. **Meeting Notices.** Meeting notices for joint work shall be announced no less than 30 calendar days prior to a face-to-face meeting date. All other meetings, including virtual meetings and conference calls, shall be announced no less than 14 calendar days prior to the meeting date. Exceptions to the 30 and 14 calendar day requirements above may be made in special circumstances to accommodate necessary work flow.

e. **Meeting Agenda.** Meeting agendas/schedules shall be distributed at least 14 calendar days prior to a face-to-face meeting and at least 7 calendar days prior to a virtual or conference call meeting.

4. **Openness.** Participation in any activities contemplated by or in furtherance of Scope and the joint activities contemplated by this Agreement shall be open to any interested ATIS or MEF member, subject to each organization’s membership requirements/dues and meeting fees.

5. **Meeting Notes.** Meeting notes shall be developed for any meeting where joint work is addressed. At a minimum, the meeting notes must include: attendance list, date/location of meetings, approved agenda, listing of contributions and liaisons discussed, action items and agreements reached. Meeting notes from a meeting where joint work was addressed shall be made available to both organizations and their members under the processes in place by these organizations.

6. **Comments.** All technical and non-technical comments should be fully considered in accordance with the procedures of ATIS and MEF.

7. **Correspondence/Notice.** The administrative contact person(s) listed below shall be responsible for overseeing implementation of this Agreement. These contacts shall be copied on all correspondence or documentation pertaining to any joint work hereunder or the Scope. The management contact below shall be responsible for addressing issues or questions pertaining to this Agreement. All communications shall to the greatest extent possible be via e-mail:

**ATIS Administrative Contact:**
Name: Drew Greco, Committee Administrator
Email: Dgreco@atis.org
Address: 1200 G Street NW
Washington, DC 20005
Phone: (516) 783-6008
Fax: (202) 393-5453

**ATIS Management Contacts:**
Name: Jackie Voss, Manager
Email Address: Jvoss@atis.org
Address: 1200 G Street, NW, Suite 500
Washington, DC 20005
Phone number: (202) 434-8545
Fax: 1-888-874-0973

Name: Thomas Goode, ATIS General Counsel
E-mail Address: tgoode@atis.org
Address: 1200 G Street, NW, Suite 500
Washington, DC 20005
Phone number: (202) 434-8830
Fax: 1-888-874-0973

**MEF Administrative Contact**

Alycia Bennett
Administration Manager
Email Address: alycia@metroethernetforum.org
Address: 6033 W. Century Boulevard, Suite 1103
Los Angeles, CA, 90045
Phone: 1 310 642 2800
Fax: 1 310 622 2808

**MEF Management Contact(s)**

Kevin Vachon
Chief Operating Officer
Email Address: kevin@metroethernetforum.org
Address: 6033 W. Century Boulevard, Suite 1103
Los Angeles, CA, 90045
Phone: 1 919 322 0206 (home office)
Fax: 1 310 622 2808

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8. **Ownership of Rights in Joint Deliverables.** ATIS and MEF shall jointly own all rights in and to any Deliverables, including any copyrights relating thereto. A common cover and front matter elements will be developed jointly by ATIS and MEF and used in connection with any Deliverables.
9. **Joint Deliverable Pricing.** ATIS and MEF shall retain the independent right to determine any pricing for any Deliverable subject to their unilateral and independent discretion.

10. **Joint Press Releases and External Liaisons.** It is anticipated that press releases and media advisories will be developed to announce the development of Deliverables and activities further to the Scope. Prior to issuance, any such press releases and/or media advisories shall be approved in writing by each Party. Further, any external liaisons relating to any Deliverables sought to be established by either ATIS or MEF shall be subject to the prior written approval of the other party. Such approvals shall not be unreasonably withheld.

11. **Term and Termination.**

   a. This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of five (5) years from the Effective Date. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. It is expressly agreed that all the provisions in Paragraphs 2, 8, 9, 12, 13 and 14, shall survive the termination or expiration of this Agreement for any reason.

   b. In the event of termination, any confidential information provided by either ATIS or MEF, or their respective members, shall be returned to the Party providing such information. Provided, however, nothing herein shall limit the rights of either ATIS or MEF as provided under this Agreement to any Deliverables developed prior to termination.

12. **Limitation of Liability.** EXCEPT WITH RESPECT TO LIABILITY RESULTING FROM ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

13. **Compliance with Laws.** Each Party shall comply with all applicable laws, including as consistent with their respective Policies and Procedures as they may relate to antitrust and other competition laws. Neither Party, however, shall assume any liability incurred by its respective members, all of which is hereby expressly disclaimed, and for which each Party holds harmless the other Party, in connection with the conduct of any of its members participating in the joint effort under this Agreement that is outside the Scope or in any way inconsistent with the provisions hereof.

14. **General.**

   a. Any changes, amendments or modifications to Deliverables or this Agreement shall be made only with the express written consent of each Party by its authorized representative.

   b. This Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them. Neither party has the right to act on behalf of or bind the other party in any manner.
c. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York as applied to agreements entered into and fully performed therein by residents thereof, without regard to principles of conflicts of law. Any controversy, claim or dispute of whatever nature arising between the Parties, except a claim for equitable relief, arising out of or relating to this Agreement or the construction, interpretation, performance, breach, termination, enforceability or validity of this agreement or the arbitration provisions contained in this Agreement, arising on or after the Effective Date of this Agreement, including the determination of the scope of this agreement to arbitrate, shall be determined by arbitration in Washington, DC by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

d. All notices or other communications permitted or required under this Agreement must be in writing in the English language and must be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Contact Persons at the addresses as set forth above in Paragraph 7, or at such other address as either party shall have furnished to the other pursuant to this section. Any Party may change its Contact Persons in its sole discretion at any time, Paragraph 16(a) notwithstanding.

e. Each Party respectively represents and warrants for itself that (i) it is authorized to enter into this agreement, and (ii) that the representative executing this Agreement on its behalf is authorized to do so and to bind it.

Alliance for Telecommunications Industry Solutions, Inc.

Signature

Print Name

Print Title

Metro Ethernet Forum

Signature

Print Name

Print Title

President & CEO

Kevin Vachon

Chief Operating Officer