

**Wireless Innovation Forum  
Root of Trust Operator Agreement**

**Effective Date:** \_\_\_\_\_, 201\_

This Root of Trust Operator Agreement (this "Agreement") is entered into between Software Defined Radio Forum Inc., d/b/a Wireless Innovation Forum, a California non-profit mutual benefit corporation ("WinnForum"), and \_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_ ("Operator"), as of \_\_\_\_\_, 201\_ ("Effective Date").

**Overview:** WinnForum has adopted the WinnForum CBRS Certificate Policy (as from time to time amended, the "Policy"), under which Certificate Authorities may apply to become eligible to create Root of Trust certificates under the program described in the Policy (the "Program"). Operator has applied to be accepted as an approved Root Certificate Authority, and WinnForum has accepted Operator in that capacity, subject to its continuing compliance with the Terms and Requirements of this Agreement, as defined below. Capitalized terms that are not defined in this Agreement shall have the meanings assigned to them in the Policy.

NOW, THEREFORE, WinnForum and Operator agree as follows:

**1. General Provisions**

1.1 Compliance. Operator acknowledges and agrees to, and agrees to perform, comply with, and ensure that its employees, representatives and contractors comply with, all applicable terms of this Agreement and of the terms and requirements listed or referenced on Exhibit A to this Agreement (collectively, the "Terms and Requirements"). Additionally, Operator hereby acknowledges and affirms to WinnForum the CA representations and warranties set forth in the Policy, and if applicable, the RA representations and warranties set forth in the Policy.

1.2 Independence.

(a) The relationship between Operator and WinnForum created by this Agreement is that of an independent contractor. Nothing in this Agreement is intended to, or shall be construed to, create a relationship of partnership, agency, joint venture, employment, or similar relationship. Operator is not authorized to make any representation, contract or commitment on behalf of WinnForum.

(b) During its performance of its obligations under this Agreement, Operator shall not enter into any agreement or business relationship with any person or entity that might reasonably appear to compromise its independence or ability to perform the function of a CA under the Program.

**Section 2. Indemnification and Insurance.**

2.1. Operator shall defend, indemnify, and hold harmless WinnForum and its officers, directors, employees and individual contractors, and any of their successors or assigns, from and against any and all claims, liabilities, damages, costs, or expenses (including reasonable attorney's fees) which are related to or caused by, or are alleged to be related to or caused by: (a) Operator's acts or

omissions with respect to the issuance of Certificates; or (b) the breach by Operator of any term of this Agreement or any of the Terms and Requirements.

2.2. Operator shall maintain, at its own expense, for the term of this Agreement and for two years following the end of the term, commercial general liability insurance issued by an insurer with an A.M. Best rating of B+ or better, with per-incident limits sufficient to cover reasonably foreseeable claims arising under this Agreement (which limits shall be disclosed and satisfactory to the WinnForum). On WinnForum's request, Operator shall provide written proof of coverage.

### **Section 3. Trademark License**

Operator is hereby granted the license rights set forth in Exhibit B to this Agreement, subject to the terms set forth therein and in this Agreement.

### **Section 4. Term and Termination**

4.1. This Agreement shall have an initial term of 10 years from the Effective Date, and may be renewed by mutual agreement of the parties.

4.2 This Agreement may be terminated by WinnForum, (i) for convenience, for any reason or no reason, upon at least ninety (90) days prior written notice to Operator, (ii) on thirty days' prior written notice to Operator in connection with the termination or suspension of the Program by WinnForum, (iii) immediately, upon written notice to Operator, for "Cause," as defined in the Terms and Requirements, or (iv) otherwise in accordance with the Policy.

4.3 This Agreement may be terminated by Operator at any time, upon thirty days' prior written notice to WinnForum, provided that Operator shall promptly deliver all Root of Trust certificate key material to WinnForum or to such recipient as WinnForum shall designate.

4.4 Upon any termination or expiration of this Agreement, the respective rights and obligations of the parties hereunder and under the Policy shall cease (including but not limited to Operator's status as an approved Root Certificate Authority under the Program), except that the parties' rights and obligations pursuant to the following shall survive: Sections 2, 4.4, 5 and 6 of this Agreement (except that the confidentiality provisions of Section 6.5 below shall expire three years after any termination or expiration of this Agreement), Section 5.8 of the WinnForum CBRS Certificate Policy, and any other provisions of this Agreement or the Policy that by their terms or nature survive such termination or expiration.

### **Section 5. Limitation of Liability**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE PROGRAM AND THE POLICY ARE BEING OFFERED WITHOUT ANY WARRANTY WHATSOEVER, AND IN PARTICULAR, ANY WARRANTY OF NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. ANY PARTICIPATION IN THE PROGRAM OR USE OF THE POLICY SHALL BE MADE ENTIRELY AT THE OPERATOR'S OWN RISK, AND NEITHER WINNFORUM, NOR ANY OF ITS MEMBERS OR SUBMITTERS, SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY OPERATOR OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER,

DIRECTLY OR INDIRECTLY, ARISING FROM THE PROGRAM OR ANY USE OF THE POLICY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Section 6. Miscellaneous**

6.1 Successors and Assigns: Operator may not assign, subcontract or otherwise delegate Operator's obligations under this Agreement without WinnForum's prior written consent. Notwithstanding the foregoing, this Agreement shall be for the benefit of WinnForum's successors and assigns, and shall be binding on Operator's assignees.

6.2 Injunctive Relief. Operator's obligations under this Agreement are of a unique character that gives them particular value; Operator's breach of any of such obligations will result in irreparable and continuing damage to WinnForum for which money damages are insufficient, and WinnForum shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

6.3 Integration. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior discussions, representations, and agreements, written or verbal, of every kind and nature between them.

6.4 Amendments; No Waiver. Except as otherwise provided herein, this Agreement may not be amended, modified, or altered, except in writing signed by an authorized agent of either party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor a waiver of the right to require the subsequent performance of the provision initially waived.

6.5 Confidentiality. This Agreement is confidential, and each of the WinnForum and Operator shall use the same degree of care to protect the confidentiality of this Agreement as each uses to protect the confidentiality of similarly sensitive documents each creates, but in no event less than a reasonable degree of care. Each of WinnForum and Operator may disclose the terms of this Agreement to: (a) those of its employees, officers, or directors that have a reason to know the terms of this Agreement; (b) its legal counsel that are advising it regarding this Agreement; and (c) in response to a subpoena or similar demand for production, provided that the party receiving such demand shall not produce the Agreement until the tenth (10<sup>th</sup>) day after it has provided written notice to the other party and permitted the other party to seek the entry of an appropriate protective order. Neither party may publicly disclose the existence of this Agreement or the business relationship it creates without the prior written consent of the other.

6.6 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given if mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or messenger, to the parties at the addresses set forth on the signature page, or to an address noticed in the manner specified in this Section.

6.7 Applicable Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Virginia, as such laws are applied to agreements entered into and to be performed entirely within Virginia between Virginia residents.

6.8 Dispute Resolution. Operator acknowledges and agrees that all disputes regarding the applicability, import or interpretation of any requirement or provision of the Program or the Policy shall be resolved by determination of WinnForum acting in good faith, and that each such determination shall be final and binding.

6.9 Force Majeure. Neither party will be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause not within the reasonable control of such party and without its fault or negligence.

6.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be enforceable against the party actually executing the counterparts, and all of which together shall constitute one instrument.

6.11 Captions. Captions contained in this Agreement are inserted for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision in the Agreement.

6.12 Severability. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the agreement to either party.

6.13 Authority to Execute. Each party warrants and represents to the other party that this Agreement shall be binding upon it once executed, and that the individual executing this document is authorized or has been empowered to do so.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first written above.

SOFTWARE DEFINED RADIO FORUM INC.

\_\_\_\_\_  
Operator

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## Exhibit A

### Terms and Requirements

1. Program Compliance: Operator represents that it has read and understood the Policy. Operator shall:

(a) act in strict compliance with the Policy, the terms and conditions of the Agreement, Operator's CPS, and all additional or ancillary security or operational documents, supplements, rules, requirements or procedures applicable to CAs (and if applicable, RAs) that WinnForum adopts from time to time in connection with the Program (all of the foregoing, collectively, "Requirements");

(b) cooperate with all reasonable requests and instructions of WinnForum to the extent necessary, reasonable or appropriate for purposes of enabling WinnForum to fulfill its roles, functions or obligations pursuant to the Policy;

(c) ensure that all use agreements entered into by Operator under the Program comply with all of the Requirements; and

(d) promptly inform WinnForum if at any time it becomes ineligible to be a CA (or if applicable, a RA), as defined in the Policy.

2. Issuance and Distribution of Certificates. Operator shall:

(a) create Certificates only when requested by WinnForum, not create any Certificates referencing the Program except in compliance with the Policy, and not create or use any Certificate other than for the purposes that are expressly permitted or described as appropriate or suitable under the Policy;

(b) distribute and label public keys of Certificates as Root of Trust public key material on a basis permitting use of this public key material without charge by the CBRS ecosystem, including but not limited to the embedding of such public key material in devices and software.

3. Awareness. Operator shall establish a process to remain aware of changes to the CBRS Communications Security Policy and promptly comply with all applicable changes to that Policy.

4. No Discrimination. Operator shall apply the Policy on a non-discriminatory basis in assessing SubCA certificate signing requests from other entities.

5. Legal Compliance. When operating under the Program, Operator shall at all times obey all applicable laws and regulations, including those enforced by the Federal Communications Commission.

6. Security. Operator shall provide secure offline storage for the CBRS PKI Root of Trust certificate key material according to industry best practices for such storage.

7. Auditor. Operator shall:

(a) notify WinnForum in writing if it wishes to identify a new WebTrust practitioner to replace the practitioner identified by Operator in its application for participation in the Program. Any replacement WebTrust practitioner (i) must be qualified to perform WebTrust CA audits, (ii) have an ongoing relationship with Operator, and (iii) have performed a qualifications check of Operator's suitability according to the Requirements.

(b) on the request of WinnForum, Operator shall instruct its most recently identified WebTrust auditor to certify to WinnForum whether Operator is in compliance with all Requirements applicable to CAs under the Policy.

(c) at the request of WinnForum or any of its members, provide auditing reports related to management of the Root of Trust key material, as required by the CBRS Communications Security Policy developed by the Forum.

8. Cause. The following events shall constitute grounds for termination of Operator for "Cause:"

(a) upon (i) the occurrence of a material breach by Operator of any of the Requirements or other terms of this Agreement, or (ii) Operator becoming no longer eligible to serve as a CA under the Policy for any reason, including a change of the Policy; in either such case, unless cured to the satisfaction of WinnForum within thirty days' of notice to Operator by WinnForum;

(b) (i) any breach of the security of its CBRS PKI Root of Trust certificate key material; (ii) the insolvency of Operator; (iii) the filing of a petition in bankruptcy by Operator; (iv) an adjudication that Operator is bankrupt; (v) the placement of Operator's assets in the hands of a trustee or receiver; in each of the foregoing cases, effective immediately.

Exhibit B

**WIRELESS INNOVATION FORUM  
TRADEMARK LICENSE AGREEMENT**

Terms and Conditions

1. License. WinnForum ("Licensor") hereby grants to Operator ("Licensee") a limited, worldwide, non-exclusive, non-transferable, license to use the WinnForum trademark appearing on Schedule 1 ("Mark") in connection with the issuance of Certificates under the Agreement in compliance with the Policy, for so long as Operator remains in compliance with the Agreement and the Policy, and subject to the provisions in this Agreement.
2. Quality Standards and Maintenance. The Certificates and Operator's actions in connection with the Certificates must at all times comply with the Policy (collectively, "Performance"). If the Performance fails to comply with the Policy, use of the Mark in connection with the Performance shall constitute a material breach of the Agreement. From time to time, upon request, Licensee shall submit to Licensor, or its duly authorized representative, evidence of its Performance, as well as reasonable evidence that the Performance continues to comply with the Policy.
3. Fee. No fee shall be required under this Agreement for WinnForum Members in Good Standing. Non-members shall pay an administrative fee of \$2000 per year.
4. Form of Use. Licensee agrees to use the Mark only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. The following statement must accompany all uses of the Mark:

"This Mark is used solely in connection with the creation of Certificates under the WinnForum CBRS PKI Certificate Policy [Revision Number]. WinnForum and Wireless Innovation Forum are trademarks or registered trademark of The Software Defined Radio Forum, Inc. DBA The Wireless Innovation Forum in the United States and other countries."
5. Indemnity. Licensor assumes no liability to Licensee or to any third party with respect to Licensee's use of the Mark, and Licensee will indemnify Licensor against losses incurred through claims of third persons against Licensor involving its use of the Mark.
6. Termination of Agreement. All rights under this license shall terminate concurrent with the expiration or any termination of the Agreement.
7. Reservation of Rights in Marks. Licensor expressly reserves the sole and exclusive ownership of the Mark. The parties expressly agree that except for the license granted hereunder, Licensee shall not have any right, title or interest in or to the Mark. Licensee agrees that it will do nothing inconsistent with such ownership and that its use of the Mark shall inure to the benefit of Licensor. Licensor shall not acquire or attempt to acquire trademark or domain name registrations containing the Mark. Upon termination of this Agreement, Licensee will cease all use of the Mark.

8. Infringement Proceedings. Licensor shall have the sole authority and responsibility to prosecute any infringement of the Mark, at its option.

## Schedule 1

[image]