



USE AGREEMENT

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Intellectual Property Rights

In the course of specifications work, the Open Mobile Alliance receives contributions in various forms. To best facilitate the dissemination of these contributions, it is necessary to understand any intellectual property rights ('IPR') relating to the contributions.

Each Open Mobile Alliance member has agreed to use reasonable endeavors to inform the Open Mobile Alliance in a timely manner of Essential IPR as it becomes aware that the Essential IPR is related to the prepared or published specification. However, the members do not have an obligation to conduct IPR searches. The information received by the members is publicly available to members and non-members of the Open Mobile Alliance and may be found on the 'OMA IPR Declarations' list. Essential IPR is defined and is available for license as set forth in the schedule to the Open Mobile Alliance Application Form.

Your acceptance of this Agreement does not allow you to provide any contribution of information, whether such contains or does not contain IPR, to the Documents unless you are a member of the Open Mobile Alliance. All contributions must be made pursuant to the membership policies of the Open Mobile Alliance, including but not limited to its IPR policies.

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Limitation of Liability

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TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

Open Mobile Alliance's Privacy Policy

You consent to the collection, processing and storage by Open Mobile Alliance of Your personal information in accordance with the terms of the Open Mobile Alliance's Privacy Policy, which is available at /privacypolicy. You agree to comply with all applicable laws and regulations, and the terms of Open Mobile Alliance's Privacy Policy, with respect to any access, use and/or submission by You of any personal information in connection with this Web site.

Term and Termination

Company*

Phone*

Nature of Inquiry*

Message

Submit

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Modifications

The Open Mobile Alliance reserves the right at any time to modify, suspend or terminate Your use of or access to the Documents and the information contained in the Documents, with or without notice. The Open Mobile Alliance may also delete, or bar access to or use of, all Documents and the information contained in the Documents and files. The Open Mobile Alliance will not be liable to You or any third-party for any modification, suspension, or termination of use of the Documents, or loss of related information. The Open Mobile Alliance may amend this Agreement at any time by posting the amended terms on this Web site.

General Terms

This Agreement constitutes the entire agreement between You and the Open Mobile Alliance relating to the subject matter, and cancels and supersedes any prior versions of the Agreement. No modification to the Agreement will be binding, unless in writing and signed by an authorized Open Mobile Alliance representative. You must not assign or otherwise transfer the Agreement or any right granted hereunder.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without reference to any conflict of law principles, provided, however, that Section 10.3 shall be governed by and interpreted in accordance with the Federal Arbitration Act of the United States, 9 U.S.C. §§ 1 et seq.

Any dispute, claim, controversy or difference regarding the interpretation or validity of, the alleged breach of, or otherwise arising out of or relating to this Agreement shall be resolved by binding arbitration pursuant to this section.

The arbitration shall be held in San Francisco, California before an arbitral tribunal consisting of three arbitrators, who shall be appointed as provided for in the Rules of Arbitration of the International Chamber of Commerce ('ICC'). The arbitration shall be governed by the Rules of Arbitration of the ICC ('Rules'), except as otherwise provided in this section. Notwithstanding any of the ICC Rules to the contrary, the final award in the arbitration shall be rendered no later than the date the request for arbitration is filed.

The language of the arbitration shall be English. The decision of, and award rendered by, the arbitral tribunal shall be final and binding on the parties and shall not be subject to appeal. Judgment on the award may be entered in and enforced by any court of competent jurisdiction. Each party shall bear its own costs and expenses (including filing fees) with respect to the arbitration, including one-half of the fees and expenses of the arbitral tribunal; provided, however, that the arbitral tribunal shall have the authority to award, as part of the arbitral tribunal's decision, to the prevailing party its costs and expenses of the arbitration proceeding, including reasonable attorneys' fees and experts' fees.

Each of the parties hereby irrevocably submits to the personal jurisdiction of, and irrevocably waives objection to the laying of venue (including a waiver of any argument of forum non conveniens or other principles of like effect) in, the state and federal courts located in San Francisco, California, for the purposes of any action commenced in aid of an arbitration hereunder, for any litigation undertaken for any of the purposes set forth in subsection (d) below, or for entry of judgment upon the arbitral tribunal's award.

Because you shall have access to the Documents and other valuable proprietary materials of the Open Mobile Alliance, you agree that in addition to its rights and remedies otherwise available at law, the Open Mobile Alliance shall have the right to enforce this Agreement and any of its provisions in a court of competent jurisdiction by injunction (without being required to show any actual damage or to post an injunction bond), specific performance or any other equitable relief without prejudice to any other rights and remedies that the Open Mobile Alliance may have for the breach of this Agreement.

Notwithstanding anything to the contrary, the Open Mobile Alliance shall have the right to elect in its sole discretion the forum for any lawsuit arising hereunder brought by the Open Mobile Alliance.

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, such finding shall not effect the other terms or provisions of this Agreement, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

Documents and the information contained in the Documents derived or obtained from this Web site may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws.

Rights and obligations under this Agreement that by their nature should survive will remain in full effect after termination or expiration of the Agreement.

The Documents may contain forward-looking statements. Such forward-looking statements may include statements regarding market expectations and opportunities, research and development and strategies, statements concerning Open Mobile Alliance's roadmaps and specification development. These forward-looking statements are just predictions and involve risks and uncertainties. Actual results may differ materially from results discussed in the forward-looking statements. Factors that may cause such a difference include risks related to adverse changes in general economic conditions, lack of success in technical advancements, and the timely development, production and acceptance of specifications.

Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Agreement is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of this Agreement will remain in full force and effect.

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