

Regulator Observer Agreement

By selecting "I have read and accept the Regulator Observer Agreement. Continue>>>" and submitting an application to become a Regulator Observer of the WiMAX Forum, you agree to all terms and conditions outlined in this Regulator Observer Agreement (this "Agreement").

Background. The WiMAX Forum provides a special category of participation in the WiMAX Forum to assist regulators in becoming familiar with the activities of the WiMAX Forum. Unlike other categories of participation in the WiMAX Forum, which are company-based, Regulator Observer status is personal to an individual employee of a regulatory agency or organization. Applicant wishes to enroll as a "Regulator Observer" in the WiMAX Forum.

Agreement. In consideration of Applicant's enrollment as a "Regulator Observer," Applicant agrees as follows:

1. Participation in WiMAX Forum Activities. As a Regulator Observer:

(a) Applicant may have access to the public portion and the password-protected regulators' portal on the WiMAX Forum Web site. Applicant shall keep his/her password confidential and shall not share it with others or allow others to use his/her password or identity to gain access to the nonpublic portions of the WiMAX Forum Web site. Applicant shall not attempt to gain access to the portion of the WiMAX Forum Web site that is intended for principal and regular members.

(b) Applicant may register for and attend the WiMAX Forum general members' meetings that are held typically three times annually. While at the meetings, Applicant may attend the General Assembly, Regulatory Working Group sessions, and sessions of the other WiMAX Forum working groups except for sessions that are identified as "Member's only," "closed," "nonpublic," or the like. Applicant shall not attend closed or nonpublic sessions and shall promptly leave any meeting if requested to do so by the working group chair or other person presiding over the meeting.

(c) Applicant may attend other Regulatory Working Group face-to-face meetings at the sole discretion of the Regulatory Working Group chair.

(d) Applicant may participate in any Regulatory Working Group meeting or call that he/she is eligible to attend under Sections 1(b) or 1(c) as a nonvoting participant of that group. Applicant shall not attempt to gain access to the Regulatory Working Group portion of the WiMAX Forum website. Applicant's rights in all other working groups shall be solely those of an observer: Applicant may observe the meeting but may not actively participate in it except as permitted by the working group chair in his/her sole discretion.

(e) Applicant may make "non-restricted contributions" to the Regulatory Working Group. A "non-restricted contribution" is a contribution that the WiMAX Forum Regulatory Working Group may incorporate into its documents and use without violating a proprietary right of a third party. Applicant may not make a contribution to any other working group without the prior written authorization of that working group's chair and WiMAX Forum legal.

(f) Applicant may not participate in any other WiMAX Forum activities except for those described in this Section 1.

2. **Financial Matters.** No fees are due in connection with registration for Regulator Observer status. Applicant is, however, responsible for the cost of registration fees for any WiMAX Forum members' meeting that Applicant chooses to attend. In addition, Applicant is solely responsible for all other costs incurred in attending WiMAX Forum meetings and other activities, including, without limitation, travel, lodging and meal expenses and all expenses for incidentals.

3. **Confidential Information.**

(a) **Confidential Information of Others.** Applicant will not disclose to the WiMAX Forum or its individual members nonpublic information of any kind and agrees that the WiMAX Forum has no obligation to maintain as confidential any information that Applicant may disclose to the WiMAX Forum or to its members from time to time unless that information is the subject of a separately executed nondisclosure agreement.

(b) **WiMAX Forum Confidential Information.** Applicant will not disclose to third parties nonpublic information that Applicant may obtain while participating in WiMAX Forum activities. "Nonpublic information" means all information disclosed at or in connection with WiMAX Forum meetings, whether such disclosure occurs verbally, in writing, or electronically, and all information that is disclosed in documents that are marked with confidentiality notices. "Nonpublic information" does not include information that (i) is already generally available to the public without restrictions on confidentiality, or that the WiMAX Forum authorizes for public release, (ii) is rightfully received from a third party without, or not in breach of, any obligation of confidentiality, (iii) is independently developed by Applicant without use of the nonpublic information obtained as a Regulator Observer, or (iv) is already known to Applicant. Applicant's obligation will continue until the information becomes subject to one of the conditions in clauses (i) through (iv) above.

4. **No Membership Rights.** Regulator Observers are not "members" of the WiMAX Forum as that term is defined in Section 5056 of the California Nonprofit Corporation Law. Applicant shall at no time have or obtain in any manner any legal rights of membership under the California Nonprofit Corporation Law by virtue of this Agreement. Nothing in this Agreement permits Applicant to exercise any rights of principal members or regular members except as expressly provided in Section 1 above. The WiMAX Forum may terminate Applicant's participation as a Regulator Observer for any reason at any time.

5. **Term and Termination.** Applicant's rights as a Regulator Observer shall commence upon approval of Applicant's application by the WiMAX Forum and shall continue until Applicant or the WiMAX Forum terminates Applicant's participation as a Regulator Observer by providing written notice to the other party.

6. **Warranty Disclaimer.** THE WiMAX FORUM PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN "AS IS" BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE WiMAX FORUM DOES NOT REPRESENT OR WARRANT THAT ANY INFORMATION OR ANY DOCUMENT IS ACCURATE.

7. **Limitation of Liability.** IN NO EVENT SHALL THE WiMAX FORUM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

8. **Transfer of Rights.** This Agreement and Applicants rights hereunder are personal to Applicant and are non-transferable.

9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties. This Agreement may be modified or amended only by a subsequent writing signed by each party. The WiMAX Forum may modify any documents relating to its operations and any rules, regulations, and policies affecting Applicant at any time without notice. No delay or omission by the WiMAX Forum in exercising any right under this Agreement will operate as a waiver of that or any other right. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement is governed by and will be construed in accordance with the laws of the State of California as applied to contracts entered into and wholly performed therein by residents thereof.