

Specification Use Agreement

IMPORTANT: PLEASE READ THIS SPECIFICATION USE AGREEMENT ("AGREEMENT") CAREFULLY. WI-FI ALLIANCE ("WI-FI ALLIANCE") PROVIDES ACCESS TO CERTAIN DOCUMENTS TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF YOU ACCEPT THIS AGREEMENT (COLLECTIVELY "YOU"), SUBJECT TO THIS AGREEMENT. THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN WI-FI ALLIANCE AND YOU. BY CHECKING THE "I AGREE TO THE SPECIFICATION USE AGREEMENT" BOX WHEN PURCHASING THE DOCUMENTS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CHECK THE "I AGREE TO THE SPECIFICATION USE AGREEMENT" BOX. IF YOU DO NOT CHECK THE "I AGREE TO THE SPECIFICATION USE AGREEMENT" BOX, YOU WILL NOT BE PROVIDED ACCESS TO THE DOCUMENTS AND AGREE THAT YOU WILL HAVE NO RIGHT TO USE THE DOCUMENTS OR THE INFORMATION CONTAINED THEREIN.

1. License

Wi-Fi Alliance grants You a non-exclusive, royalty-free license to download, reproduce and use the information contained in the electronic files which you have downloaded ("Documents") subject to the terms and conditions of this Agreement. You acquire no intellectual or industrial property rights under this Agreement or through any disclosure hereunder except as expressly stated in this Agreement. No license to any patent, trademark, copyright or other proprietary right is granted under this Agreement or through any disclosure hereunder except as expressly stated in this Agreement. This copyright permission does not constitute an endorsement of any products or services.

2. Documents - Terms of Use

You agree to abide by all of the terms and conditions set forth in the Wi-Fi Alliance Website Terms of Use. Permission is granted under this Agreement to download the Documents owned by Wi-Fi Alliance on this Website, and to use the information set forth in the Documents internally only, provided that: (a) all notices, such as the copyright notice and disclaimer, pertaining to the Documents remain on any copies of the materials; (b) the use of such Documents is solely for personal and non-commercial use, provided, however, that information contained in clearly designated final approved Wi-Fi Alliance specifications may be used for commercial purposes; (c) such Documents will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by

separate prior written agreement from Wi-Fi Alliance covering such materials; and (d) no modifications are made to such Documents. This permission terminates automatically without notice if You breach any of the terms or conditions in this section 2. Upon termination, You must immediately destroy any downloaded and/or printed Documents. In case of conflict between this Agreement and the Wi-Fi Alliance Website Terms of Use, this Agreement will control.

3. Intellectual Property Rights

3.1 In the course of specifications work, Wi-Fi Alliance receives contributions in various forms. Members submit contributions pursuant to the terms of the Wi-Fi Alliance Intellectual Property Rights Policy, which may be found on the Wi-Fi Alliance Website, <http://www.wi-fi.org>.

3.2 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 Wi-Fi Alliance. All contributions must be made pursuant to the membership policies of Wi-Fi Alliance, including but not limited to its IPR policies.

3.3 In the event that You do provide any content in connection with this Website, it shall be deemed to be provided on a non-confidential basis. Wi-Fi Alliance shall be free to use or disseminate such content and any underlying rights related to such content on an unrestricted basis for any purpose, and You grant Wi-Fi Alliance, its members and all other users of the Website an irrevocable, worldwide, royalty-free, nonexclusive license to use, reproduce, modify, distribute, transmit, display, perform, adapt, resell and publish such content and any underlying rights related to such content (including in digital form). You represent and warrant that You have proper authorization for the worldwide transfer and processing among Wi-Fi Alliance, its members, and third-party providers of any information that You may provide on the Website. Nothing contained herein shall be deemed to obligate Wi-Fi Alliance or its members to use or disseminate Your content or any underlying rights related to such content.

3.4 You acknowledge and agree that (i) Wi-Fi Alliance has not conducted an independent IPR review of the Documents and the information contained therein, and makes no representations or warranties regarding third party IPR, including without limitation patents, copyrights or trade secret rights; and (ii) the Documents may contain inventions for which You must obtain licenses from third parties before making, using or selling the inventions.

4. Indemnity

You agree to indemnify and hold Wi-Fi Alliance and its officers, directors, agents, members, employees, attorneys and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of or connection to the Website, Your violation of this Agreement, Your use of the Documents and the information contained in the Documents.

5. Disclaimer of Warranties

5.1 YOUR USE OF THE DOCUMENTS AND THE INFORMATION CONTAINED IN THE DOCUMENTS IS AT YOUR SOLE RISK. THE DOCUMENTS ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. WI-FI ALLIANCE DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WI-FI ALLIANCE MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE DOCUMENTS AND THE INFORMATION CONTAINED IN THE DOCUMENTS.

5.2 WI-FI ALLIANCE MAKES NO WARRANTY OR REPRESENTATION THAT: (a) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (c) ANY DOCUMENTS AND THE INFORMATION CONTAINED IN THE DOCUMENTS OBTAINED FROM THE WEBSITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (d) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

5.3 YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY DOCUMENTS FROM THE WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

5.4 NO ORAL OR WRITTEN STATEMENT BY WI-FI ALLIANCE OR BY A REPRESENTATIVE OF WI-FI ALLIANCE SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY.

6. Limitation of Liability

6.1 TO THE FULL EXTENT PERMITTED BY LAW, WI-FI ALLIANCE IS NOT LIABLE FOR AND HEREBY DISCLAIMS ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE

AND THE USE OF DOCUMENTS AND THE INFORMATION CONTAINED IN THE DOCUMENTS, EVEN IF WI-FI ALLIANCE HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (b) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (c) DOCUMENTS OR INFORMATION YOU MAY DOWNLOAD.

6.2 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.

7. Wi-Fi Alliance's Privacy Policy

You consent to the collection, processing and storage by Wi-Fi Alliance of Your personal information in accordance with the terms of Wi-Fi Alliance's privacy policy, which is available at http://www.wi-fi.org/privacy_policy.php. You agree to comply with all applicable laws and regulations, and the terms of Wi-Fi Alliance's privacy policy, with respect to any access, use and/or submission by You of any personal information in connection with this Website.

8. Term and Termination

Your license to use the Documents and the information contained in the Documents shall commence on the date You click below to agree to this Agreement. You may terminate this Agreement at any time by destroying all copies of the Documents and the information contained in the Documents. All restrictions on use and all other provisions that may reasonably be interpreted to survive termination of this Agreement, will survive termination of this Agreement for any reason. Your license to use the Documents will terminate automatically if You fail to comply with any of the terms and conditions of this Agreement. Upon termination of this Agreement for whatever reason, You agree to cease to make any use of the Documents and the information contained in the Documents.

9. Modifications

Wi-Fi 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. Wi-Fi Alliance may also delete, or bar

access to or use of, all Documents and the information contained in the Documents and files. Wi-Fi 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. Wi-Fi Alliance may amend this Agreement at any time by posting the amended terms on this Website.

10. General Terms

10.1 This Agreement constitutes the entire agreement between You and Wi-Fi 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 Wi-Fi Alliance representative. You must not assign or otherwise transfer the Agreement or any right granted hereunder.

10.2 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.

10.3 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.

(a) 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.

(b) 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.

(c) 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.

(d) Because You shall have access to the Documents and other valuable proprietary materials of Wi-Fi Alliance, You agree that in addition to its rights and remedies otherwise available at law, Wi-Fi 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 Wi-Fi Alliance may have for the breach of this Agreement.

(e) Notwithstanding anything to the contrary, Wi-Fi Alliance shall have the right to elect in its sole discretion the forum for any lawsuit arising hereunder brought by Wi-Fi Alliance.

10.4 If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, such finding shall not affect 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.

10.5 Documents and the information contained in the Documents derived or obtained from this Website 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.

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

10.7 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 Wi-Fi 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.

10.8 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.