

WiMAX Forum Spectrum Database License Agreement

By selecting "I agree to these terms: continue to database>>" and thereby gaining access to the WiMAX Forum Spectrum Database (the "Database"), you agree that your use of the Database is subject to the terms and conditions set forth in this Database License Agreement (this "Agreement").

1. License and Restrictions.

(a) **License Grant.** The WiMAX Forum hereby grants you, as the Database user, a non-transferable limited nonexclusive license to access and use the Spectrum Database for the "Authorized Uses," as hereafter defined. For purposes of this Agreement, "**Authorized Uses**" means use of the Database (including the data contained therein and all reports generated through the database application's operation) for the internal business, research and/or educational purposes of the Database user or its employer in connection with the potential or actual development and/or deployment of a WiMAX network, or products or services that use a WiMAX network or are used to build, operate, support or maintain a WiMAX network, or in connection with educational and scholarly research relating to the development, deployment and use of WiMAX-related products and services, in one or more of the countries identified in the Database.

(b) **License Restrictions.** Notwithstanding the license grant in Section 1(a):

(i) You will not re-sell or redistribute the Database data or reports to any third party for any purpose;

(ii) You will not use the Database or data or reports derived from the database to provide a service offering that is competitive with comparable service offerings that the Database licensor, AT4 Wireless, provides using the Database, the data, or the database application;

(iii) You will not copy any portion of the Database except as reasonably required for using the Database for the Authorized Purposes;

(iv) You will not give any third party access to the Database, or any portion thereof, without the express written permission of the WiMAX Forum;

(v) You will not use the Database to develop a database

or database service online, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to, distribution to, display to or use by others;

(vi) You will not create compilations or derivative works of the Database;

(vii) You will not use the Database, the data, or the Database application in any fashion that may infringe any copyright, intellectual property right, contractual right, or proprietary or property right or interest held by the WiMAX Forum, its licensor, any WiMAX Forum member, or any third party;

(viii) You will not store the Database or any portion thereof in a retrieval system accessible to the public, or transfer, publish, distribute, display to others, broadcast, sell or sublicense the Database or any portion thereof;

(ix) You will not remove or obscure any copyright notice or other notice or terms of use contained in the Database;

(x) You will not remove, disable, avoid, circumvent, or defeat any functionality in the Database or the Database application designed to limit or control access to or use of the Database;

(xi) You will not use the Database, the data or the Database application in a manner that is contrary to or inconsistent with any applicable law, regulation, or judicial or administrative order or decree;

(xii) You will not copy and, except as permitted under applicable law, you will not reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Database application;

(xiii) You will not use your access to or use of the Database to permit anyone else to take any action that is prohibited under Sections 1(b)(i) through 1(b)(xii) above;

2. **Ownership.** The WiMAX Forum and its licensor(s) own all intellectual property rights including copyrights, moral rights, trademarks, trade secrets, proprietary rights to the Database. You acknowledge and agree that you obtain no right, title or interest therein.

3. **Fees or Other Conditions of Use.** Access to the Database requires the payment of a fee and/or the satisfaction of other defined requirements, such as good-standing principal membership status within the WiMAX Forum. You agree that you will satisfy the applicable requirements for accessing the Database prior to doing so and that you will not access the Database at any time when you fail to satisfy such requirements. By accessing the Database, you represent personally and on behalf of your employer that you are authorized to do so.

4. **Changes to the Agreement.** The WiMAX Forum may amend this Agreement at any time. Any such amendment(s) shall be binding and effective upon the earlier of (i) your initial access to the Database after the WiMAX Forum has posted the revised Agreement, (ii) the date you receive actual notice of the amendment(s), or (iii) thirty (30) days after the WiMAX Forum posts the amendment on its Web site. Your continued use of the Database after notice to you of a change in one of these manners constitutes your acceptance of the change.

5. **Warranty Disclaimer.** The WiMAX Forum and its licensor(s) provide the Database, the data contained therein, and the Database application on an "AS IS" and "AS AVAILABLE" basis. The WiMAX Forum and its licensor(s) do not warrant that the information provided in the database will be accurate, current, or complete. Nor do they warrant that the Database or Database accuracy will be available at any particular time or that its operation will be error free. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WiMAX FORUM, FOR ITSELF AND ON BEHALF OF ITS LICENSOR(S), DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, (a) ANY WARRANTY RELATING TO THE CAPABILITY OF THE DATABASE, THE DATA, OR THE DATABASE APPLICATION, OR THE ACCURACY OR THE COMPLETENESS OF THE DATABASE OR THE DATA; (b) ANY WARRANTY THAT THE DATABASE WILL SATISFY ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE DATABASE AND DATABASE APPLICATION ARE FREE OF HARMFUL CODE; AND (c) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

6. **Use of Data.** You acknowledge and agree that you are solely responsible for the use of the data derived from the Database and any results, or lack thereof, that you may obtain.

7. **Limitation of Liability.** IN NO EVENT WILL THE WiMAX FORUM OR ITS LICENSOR(S) BE LIABLE FOR ANY DIRECT DAMAGES OR FOR

ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR DAMAGES FOR LOST BUSINESS, PROFITS, REVENUE, OR DATA, AS A RESULT OF YOUR USE OF, OR INABILITY TO USE, THE DATABASE, THE DATA, OR THE DATABASE APPLICATION, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH ASSERTION OF DAMAGES IS BASED AND EVEN IF THE WiMAX FORUM OR ANY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE TOTAL LIABILITY OF THE WiMAX FORUM IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS AND USE OF THE DATABASE. YOU HEREBY RELEASE THE WiMAX FORUM AND ITS LICENSOR(S) FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

8. Entire Agreement; Severability; No Waiver. This Agreement contains the entire agreement between you and the WiMAX Forum regarding the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written relating to the subject matter hereof. Should any provision of this Agreement be held void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. The failure of the WiMAX Forum to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and fully performed therein by residents thereof and the federal and state courts in and for the State of California and the County of Santa Clara shall have exclusive jurisdiction over any disputes arising under this Agreement.

10. No Assignment. You may not assign your rights in this Agreement without the WiMAX Forum's prior written consent.