

# NARROWBAND SOCKETS SPECIFICATION AGREEMENT FORM

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## License Agreement

**This is a patent license agreement among parties wishing to adopt the “Narrowband Sockets” Specification.**

As used in this Agreement:

- The “**Promoters**” are Intel Corporation and Nokia Telecommunications Inc.
- “**Adopter**” is the entity named at the end of this Agreement.
- “**Fellow Adopters**” are the Promoters and any other entity which has executed an identical counterpart of this Agreement and delivered it to Promoters.
- “**Specification**” is the specification entitled “Narrowband Sockets” authored and published by the Promoters.
- “**Necessary Claims**” means claims of a patent or patent application that must be infringed in order to make a product that complies with the Specification which are owned or controlled by a party. “Necessary Claims” do not include claims relating to semiconductor manufacturing technology, claims not required to be infringed in complying with the Specification (even if in the same patent as Necessary Claims), or claims which, if licensed, would require a payment of royalties to unaffiliated third parties.

**When Adopter’s authorized representative signs this Agreement and delivers it to a Promoter, it will be legally binding.**

### Licenses:

- Grants of Licenses. Upon the later of Adopter’s execution of this Agreement or finalization of the Specification by the Promoters, Adopter hereby grants to the Promoters and to Fellow Adopters, and the Promoters hereby grant to Adopter, a nonexclusive, royalty-free, nontransferable, nonsublicenseable, worldwide license under its Necessary Claims to make, have made, use, import, offer to sell and sell products which comply with the Specification; provided that such license shall not extend to features of a product which are not required to comply with the Specification or for which there exists a feasible, noninfringing alternative.
- Acceptance of License. Adopter’s license grant to Fellow Adopters and Promoters is subject to their granting of a reciprocal license to Adopter.

### General:

- Trademarks and Branding. Adopter hereby agrees not to assert against any Promoter or Fellow Adopters any trademark or trade name rights Adopter may have now or hereafter in the name “Narrowband Sockets”.
- Governing Law. This Agreement shall be construed and controlled by the laws of Delaware, without reference to conflict of laws principles.
- Jurisdiction. The parties agree that all disputes arising in any way out of this Agreement shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of Delaware.
- No Other Licenses. Adopter neither grants nor receives any license to or right to use any trademark, tradename, copyright, or maskwork hereunder. Except for the rights expressly provided by this Agreement, Adopter neither grants nor receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.
- No Warranty. Adopter acknowledges that the Specification is provided “AS IS” WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

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- Not Partners. Adopter understands that the Promoters are independent companies and are not partners or joint venturers with each other. While the Promoters may select an entity to handle certain administrative tasks for them, no party is authorized to make any commitment on behalf of all or any of them.
- Limitation of Liability. IN NO EVENT WILL PROMOTERS BE LIABLE TO EACH OTHER, OR TO ANY ADOPTER OR PARTICIPANT FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- Complete Agreement. This Agreement sets forth the entire understanding of the agreement between the Adopters and the Promoters and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of all parties.

## Promoter:

Company: \_\_\_\_\_ Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date: \_\_\_\_\_ e-mail: \_\_\_\_\_

## Adopter:

Company: \_\_\_\_\_ Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date: \_\_\_\_\_ e-mail: \_\_\_\_\_

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**Instructions:** Fill in the above adopter section and send two copies to the following address. The agreement will take effect after the promoter section is filled out and a copy is returned to you.

Send to:        **Mike Tso**  
                  **Intel Corporation**  
                  **2111 N.E. 25<sup>th</sup> Ave, JF3-202**  
                  **Hillsboro, OR 97124**