

INTELLECTUAL PROPERTY RIGHTS

General Policy

In all matters of intellectual property rights and procedures, the intention is to benefit the wireless industry, while respecting the legitimate rights of others.

The policy set forth in this Amendment Seven is effective upon adoption of this Amendment Seven.

Confidentiality Obligations

No contribution that is subject to any requirement of confidentiality or any restriction on its dissemination may be considered in any part of a PCCA (Wireless Technology Association [WTA]) workshop, and there must be no assumption of any confidentiality obligation with respect to any such contribution.

Rights and Permissions

In the course of developing a PCCA (WTA) workshop, the PCCA receives contributions in various forms and from many persons. To best facilitate the dissemination of these contributions, it is necessary to understand any intellectual property rights (IPR) relating to the contributions.

All Contributions

By submission of a contribution, each person actually submitting the contribution is deemed to agree to the following terms and conditions on his own behalf, on behalf of the organization (if any) s/he represents and on behalf of the owners of any propriety rights in the contribution. Where a submission identifies contributors in addition to the contributor(s) who provide the actual submission, the actual submitter(s) represent that each other named contributor was made aware of and agreed to accept the same terms and conditions on his own behalf, on behalf of any organization s/he may represent and any known owner of any proprietary rights in the contribution.

1. Some works (e.g. works of the U.S. Government) are not subject to copyright. However, to the extent that the submission is or may be subject to copyright, the contributor, the organization s/he

represents (if any) and the owners of any proprietary rights in the contribution, grant an unlimited perpetual, non-exclusive, royalty-free, worldwide right and license to the PCCA under any copyrights in the contribution. This license includes the right to copy, publish and distribute the contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the contribution, the license to such derivative works to be of the same scope as the license of the original contribution.

2.The contributor acknowledges that the PCCA has no duty to publish or otherwise use or disseminate any contribution.

3.The contributor grants permission to reference the name(s) and address(es) of the contributor(s) and of the organization(s) s/he represents (if any).

4.The contributor represents in good faith and to the best of his/her knowledge that contribution properly acknowledges all major contributors.

5.The contributor, the organization (if any) s/he represents and the owners of any proprietary rights in the contribution, agree that no information in the contribution is confidential and that the PCCA and its affiliated organizations may freely disclose any information in the contribution.

6.The contributor represents that there are no limits to the contributor's ability to make the grants acknowledgments and agreements above that are reasonably and personally known to the contributor.

7.Nothing in this Amendment Seven shall be construed as a grant of any patent rights to contributions either explicitly or implicitly. Nor shall any section of this Amendment Seven be deemed to require contributor to grant any patent rights under any contributions.

Notices

(A) The following copyright notice and disclaimer shall be included in all PCCA developed documentation:

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This policy adopted by the board of PCCA/WTA on September 30, 2014

Section numbers removed on January 28, 2015.