

## OMA3 PARTICIPANT AGREEMENT

This Participant Agreement (“**Agreement**”) captures an entity (“**Participant**”)’s agreement to the terms associated with participation in one or several OMA3 (“**OMA3**”) working groups (each a “**Working Group**”).

- 1. Background.** Participant wishes to participate in OMA3 activities through observation or interaction in one or several Working Groups. This Agreement documents the express agreement by Participant to the governance model, policies, and intellectual property framework that apply to participation in OMA3 and its Working Groups. To be clear, attendance, observation or contributions by Participant in a Working Group all constitute participation, as covered by this Agreement.
- 2. Governance.** Participant agrees to adhere to all OMA3’s Organizational Documents (as defined in its Articles of Association available at <https://www.oma3.org/articles-of-association>), including its Intellectual Property Rights Policy (available <https://www.oma3.org/intellectual-property-rights-policy>), and applicable Working Group policies set forth in OMA3’s Organizational Regulations (available at <https://www.oma3.org/organizational-regulations>), code of competition/antitrust policy (available at <https://www.oma3.org/competition-antitrust-policy>) and any other reasonable policies generally applicable to OMA3 Working Group participants and communicated to Participant.
- 3. Intellectual property.** Participant acknowledges and agrees that OMA3’s Intellectual Property Rights Policy will apply to Participant’s activities and participation in any OMA3 activity as if Participant were an OMA3 member, with the exception of Section 5 (RAND Exclusions) which will not apply to Participant.
- 4. Termination.** Participant may cease to participate in a Working Group at any time, upon notice to OMA3. OMA3 may terminate a Participant’s participation rights under this Agreement at any time in its discretion. License rights that accrued prior to termination will survive, but no new rights will vest post-termination.
- 5. Limited liability.** No party will be liable to any other party for monetary damages under this Agreement. All materials are provided “AS IS,” without warranty or representation of any kind.
- 6. Dispute resolution.** This Agreement will be governed by the substantive laws of Switzerland. If unable to resolve a dispute amicably, the dispute resolution mechanisms described in OMA3’s Articles of Association will apply. This Agreement constitutes the entire agreement and understanding between OMA3 and each Participant with respect to its subject matter.

**Agreed:**

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Signature

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Printed Name

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Title

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Participant Organization Name

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