

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into and is effective as of March 23, 2015 (the “Effective Date”) by and between the Open Mobile Alliance Ltd. (“Open Mobile Alliance”), the principal office of which is at 4330 La Jolla Village Drive, Suite 110, San Diego, California 92122, and

ARIB Association of Radio Industries and Businesses (Japan)
ATIS Alliance for Telecommunications Industry Solutions (USA)
CCSA China Communications Standards Association (China)
ETSI European Telecommunications Standards Institute (France)
TSDSI Telecommunications Standards Development Society, India (India)
TTA Telecommunications Technology Association (Korea)
TTC The Telecommunication Technology Committee (Japan)

(“3GPP Organizational Partners”), on behalf of the 3rd Generation Partnership Project (“3GPP”), the principal office of which is at:

3GPP Mobile Competence Centre
c/o ETSI
650, route des Lucioles
06921 Sophia Antipolis Cedex
France.

RECITALS

WHEREAS, the Open Mobile Alliance and 3GPP Organizational Partners (each referred to individually as “party” and collectively as “parties”) have the common objective to promote, directly or indirectly, international standardization with the aim of contributing to the establishment of global standards in the wireless telecommunications and Internet domain;

WHEREAS, the Open Mobile Alliance owns certain specifications and 3GPP desires to license such specifications;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the Open Mobile Alliance and 3GPP hereby agree as follows:

1. DEFINITIONS

- (a) "PCPS 1.0" means the specifications provided by OMA to 3GPP, as set forth in Exhibit A, attached hereto and incorporated herein.

2. LICENSE GRANT

Subject to the terms of this Agreement, the Open Mobile Alliance hereby grants to 3GPP a non-exclusive, worldwide, perpetual, non-transferable, payment-free right to use and/or copy PCPS 1.0, or portions thereof, and to create derivative works therefrom for the purpose of developing global specifications and standards.

3. OWNERSHIP

(a) The Open Mobile Alliance owns and shall retain all right, title and interest in and to PCPS 1.0. 3GPP hereby agrees that all rights, title and interest in any copyright, trademark, and/or other intellectual property embodied in PCPS 1.0 shall be wholly vested in the Open Mobile Alliance.

(b) Except as expressly stated in this Agreement, the Open Mobile Alliance grants no rights to any Open Mobile Alliance specifications, including those specifications incorporated by reference to the OMA POC 1.0, 2.0, 2.1, and PCPS 1.0 specifications as set forth in Exhibit A of this Agreement.

(c) The Open Mobile Alliance retains full rights for maintenance and future versions of OMA POC 1.0, 2.0, 2.1, and PCPS 1.0 specifications. If 3GPP would like to recommend updates to these specifications, 3GPP may request the Open Mobile Alliance to consider updates to these specifications.

(d) The Open Mobile Alliance retains full rights for maintenance and future versions of any other Open Mobile Alliance specification including those specifications incorporated by reference to the OMA POC 1.0, 2.0, 2.1, and PCPS 1.0 specifications.

(e) 3GPP may reference in its entirety the name of any Open Mobile Alliance specification, provided such references state the Open Mobile Alliance as the owner of any such specification referenced.

(f) Nothing in this Agreement shall be construed as obligating 3GPP to develop specifications that use and/or copy PCPS 1.0, or portions thereof.

4. LIMITATION OF LIABILITY

PCPS 1.0 AND ALL ITS MODIFICATIONS AND DERIVATIVE WORKS WHETHER MADE BY THE OPEN MOBILE ALLIANCE OR 3GPP ARE PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THE USE OF PCPS 1.0 AND ALL ITS MODIFICATIONS AND DERIVATIVE WORKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5. GENERAL

(a) This Agreement supersedes all prior discussions and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

(b) Neither party acquires any intellectual or industrial property rights under this Agreement or through any disclosure hereunder except where 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 where expressly stated in this Agreement or the normal operation of the organization's respective policies and procedures.

- (c) Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.
- (d) It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them.
- (e) Each party may disclose publicly the existence of this Agreement, provided that neither party will publicly disclose the terms of this Agreement without obtaining the prior written consent of the other party. For example, each party may indicate, without the need of prior written consent from the other party, the name and logo of the other party in a public list of liaison partners, provided that the party using the trademarks of the other party abides by the trademark guidelines of that party as may be issued from time to time.
- (f) Neither party may use the trademarks of the other party (other than specified in section 5(e) above) or indicate any endorsement from that party without obtaining the prior written consent of the other party.
- (g) This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and both parties consent to the jurisdiction of and venue in the state and federal courts sitting in the Northern District of the State of California and the courts of the State of California shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement.
- (h) All notices or other communications permitted or required under this Agreement must be in writing in the English language and must be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgment of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Chairman of the Board of the Open Mobile

Alliance and to the Chair of 3GPP at the addresses as set forth above or such other address as either party shall have furnished to the other pursuant to this section.


IN WITNESS whereof this Agreement was duly signed for and on behalf of the parties on the day and year first above written.

Open Mobile Alliance Ltd.

By: 

Gary K. Jones
Chairman of the Board

European Telecommunications Standards Institute

By: 

LUIS JORGE ROMERO
Name (Print)

DIRECTOR GENERAL
Title

Association of Radio Industries and Businesses

By: 

Kohji Satoh
Name (Print)

Managing Director
Title

Alliance for Telecommunications Industry Solutions

By: SB Barclay

STEVE BARCLAY
Name (Print)

Director, Global Standards Development
Title

China Communications Standards Association

By: 王立勤

Wang Zhigang
Name (Print)

Director of RITT
Title

Telecommunications Standards Development Society, India

By: Asok Chatterjee

ASOK CHATTERJEE
Name (Print)

DIRECTOR GENERAL
Title

Telecommunications Technology Association

By: 위규진

KYUJIN WEE

Name (Print)

VICE PRESIDENT

Title

The Telecommunication Technology Committee

By: 

Manabu KANAYA

Name (Print)

Secretary General

Title

Approved for 3GPP by:

By: _____

Name (Print)

Title

Exhibit A
PCPS 1.0

Doc Ref	Permanent Document Reference	Description
Requirement Document		
[PCPS_RD]	OMA-RD-PCPS-V1_0-20150220-C	Requirement Document for PCPS Enabler
Architecture Document		
[OMA-PCPS_AD]	OMA-AD-PCPS-V1_0-20150220-C	Architecture Document for PCPS Enabler
Technical Specifications		
[PCPS_SD]	OMA-PCPS-TS-System_Description-V1_0-20150220-C	Defines the system description of PCPS V1.0 including detailed descriptions of technologies and their uses.
[PCPS_CP]	OMA-PCPS-TS-Control_Plane-V1_0-20150220-C	Defines the PoC Control Plane signaling procedures of the PCPS Client and PCPS Server for Push to Communicate for Public Safety (PCPS) service including example detailed signaling flows for the reference points POC-1, POC-2, POC-9, POC-14 and IP-1.
[PCPS_UP]	OMA-PCPS-TS-User_Plane-V1_0-20150220-C	Defines the User Plane procedures for the Push to Communicate for Public Safety (PCPS) service over the POC-3, POC-4, POC-10, POC 12 and POC-15 reference points as defined in the reference [PCPS-AD]. When necessary, inter-working between the Control Plane [PCPS-CP] and User Plane is described. If necessary, requirements on the implementation of SIP / IP Core are included.
[PCPS_MC]	OMA-PCPS-TS-Multicast-V1_0-20150220-C	Defines the procedures of a PCPS Client and a PCPS Server over the POC-3, POC-16 and POC-17 reference points when using multicast/broadcast access technology in a Push to Communicate for Public Safety (PCPS) session to distribute Media.
[PCPS_INV]	OMA-PCPS-TS-Invocation_Descriptor-V1_0-20150220-C	Defines the browser-based PCPS Client invocation.
[PCPS_IWF]	OMA-PCPS-TS-Interworking_Service-V1_0-20150220-C	Provides the PCPS Service Interworking specification by means of endorsement of the [PCPS-CP], [PCPS-UP] and [PCPS_Document_Mgmt] and documentation of applicability and exceptions.
[PCPS_Document_Mgmt]	OMA-PCPS-TS-Document_Management-V1_0-20150220-C	Defines the PCPS Enabler specific usage of XML documents defined by the XDM Enabler and specifies the PCPS Enabler deviations and extensions to these documents.
[PCPS_IM]	OMA-PCPS-TS-Endorsement_OMA_IM-V1_0-20150220-C	Endorses the OMA IM SIMPLE service for the PCPS discrete media transport.
Supporting Files		

[PCPS_LST]	OMA-SUP-XSD_pcps_listService-V1_0-20150220-C	XML schema for PCPS List Service Working file in XML Schema directory: file: pcps_listService-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[PCPS_GA]	OMA-SUP-XSD_pcps_group_advertisement-V1_0-20150220-C	XML schema for Group Advertisement Working file in XML Schema directory: file: pcps_group_advertisement-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles/
[PCPS_USG]	OMA-SUP-XSD_pcps_pocusage-V1_0-20150220-C	XML schema for PCPS-specific URI List usage Working file in XML Schema directory: file: pcps_pocusage-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[POC2_RUL]	OMA-SUP-XSD_pcps_poc2_0Rules-V1_0-20150220-C	XML schema for PoC V2.0 extensions of PoC User access policy Working file in XML Schema directory: file: pcps_poc2_0Rules-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[PCPS_GAD]	OMA-SUP-XSD_pcps_dispatchInd-V1_0-20150220-C	XML schema for Group Advertisement Dispatch Attribute Working file in XML Schema directory: file: pcps_dispatchInd-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles/
[PCPS_ID]	OMA-SUP-XSD_pcps_FDCFO-V1_0-20150220-C	XML schema for Full Duplex Call Follow On Proceed postd Element Working file in XML Schema directory: file: pcps_FDCFO-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[POC2_SET]	OMA-SUP-XSD_pcps_poc2_0Settings-V1_0-20150220-C	XML schema for PoCv2.0 Service Settings Working file in XML Schema directory: file: pcps_poc2_0Settings-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[PCPS_SID]	OMA-SUP-XSD_pcps_sessionInvocationDescriptor-V1_0-20150220-C	XML schema for PCPSv1.0 Invocation descriptor Working file in XML Schema directory: file: pcps_sessionInvocationDescriptor-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[POC2_SGRP]	OMA-SUP-XSD_pcps_poc2_0SharedGroupExt-V1_0-20150220-C	XML schema for PoCv2.0 Shared Groups Working file in XML Schema directory: file: pcps_poc2_0SharedGroupExt-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[PCPS_FR]	OMA-SUP-XSD_pcps_finalReport-V1_0-20150220-C	XML schema for PCPSv1.0 Discrete Media Transfer Final Report file: pcps_finalReport-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles

[PCPS_DPR]	OMA-SUP-XSD_pcps_detProgressRep-V1_0-20150220-C	XML schema for PCPSv1.0 detailed Discrete Media Transfer Progress Report file: pcps_detProgressRep-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[PCPS_OPR]	OMA-SUP-XSD_pcps_optProgressRep-V1_0-20150220-C	XML schema for PCPSv1.0 optimized Discrete Media Transfer Progress Report file: pcps_optProgressRep-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[PCPS1_0_SES]	OMA-SUP-XSD_pcps_poc_sessions-V1_0-20150220-C	XML schema for PoC Session Search Working file in XML Schema directory: file: pcps_poc_sessions-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[PCPS1_0_LIPI]	OMA-SUP-XSD_pcps_limitedParticipantInfoReq-V1_0-20150220-C	XML schema for Limited Participant Information Request Working file in XML Schema directory: file: pcps_limitedParticipantInfoReq-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[POC2_1_PII]	OMA-SUP-XSD_pcps_poc2_1ParticipantInfoInd-V1_0-20150220-C	XML schema for PoCv2.1 Participant Information Indications Working file in XML Schema directory: file: pcps_poc2_1ParticipantInfoInd-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[POC2_1_SGRP]	OMA-SUP-XSD_pcps_poc2_1SharedGroupExt-V1_0-20150220-C	XML schema for PoCv2.1 extensions of Shared Groups Working file in XML Schema directory: file: pcps_poc2_1SharedGroupExt-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[POC2_1_SET]	OMA-SUP-XSD_pcps_poc2_1Settings-V1_0-20150220-C	XML schema for PoCv2.1 extensions of Service Settings Working file in XML Schema directory: file: pcps_poc2_1Settings-v1_0.xsd path: http://www.openmobilealliance.org/tech/profiles
[PCPS1_0_MO_DDF]	OMA-SUP-MO_oma_pcps-V1_0-20150220-C	Defines the PCPS Management Object Device Description Framework for PCPS 1.0 enabler file: oma_pcps-v1_0.ddf path: http://www.openmobilealliance.org/tech/omna/omna-dm_mo