# LIAISON AGREEMENT

This Liaison Agreement (the “Agreement”) is entered into effective as of 1st August, 2018 (the “Effective Date”) by and between OnGo Alliance, and the Wireless Broadband Alliance Ltd with an office at 8 Eu Tong Seng Street #14-94, The Central, Singapore 059818 (“WBA”).

# BACKGROUND

WHEREAS, OnGo Alliance is a

WHEREAS, WHEREAS, the WBA is the global trade association, founded in 2003, whose members are dedicated to accelerate and enable wireless services that are seamless, secure and interoperable. Building on the heritage of Next Generation Hotspot (NGH), Roaming and carrier Wi-Fi, WBA continue to drive and support the adoption of Next Generation Wireless services across the entire public Wi-Fi ecosystem, including OpenRoaming, IoT, Converged Services, Smart Cities, 5G, etc.

WHEREAS, OnGo Alliance and WBA believe that it would be mutually beneficial to share certain information and research, have discussions, and otherwise explore potential areas of collaboration to increase the effectiveness of their respective programs within defined areas of mutual interest in order to maximize interaction between the collective membership of the two organizations to expand the Next Wireless ecosystem in the hospitality sector.

# AGREEMENT

NOW, THEREFORE, the parties hereto each, in consideration of the mutual rights and obligations set out herein, hereby agree as follows:

# Definitions.

For the purposes of this Agreement:

* 1. “Confidential Information” means all information of either party or its members which the other party or its members may acquire or be exposed to by virtue of performance under this Agreement including without limitation any materials specifically marked as "confidential," "proprietary," or with a similar designation and all information disclosed orally or otherwise in intangible form. Confidential Information may include, without limitation, know-how, ideas, works in progress, inventions (whether patentable or not), computer programs, schematics and other technical, business, financial and development plans, forecasts, specifications, standards, strategies and information. Confidential Information also includes, without limitation, all information disclosed at OnGo Alliance or WBA meetings and proceedings including all minutes and work product unless the party holding the meeting has authorized the public release of such information.
  2. “Contact Person” means the representative of each party who is responsible for overseeing implementation of this Agreement. Each party’s initial Contact Person is listed in Exhibit B hereto. A party

may change its Contact Person by giving written notice to the other party. Contact Person shall act at the direction of the party he/she represents.

* 1. “Documents” mean copies of working documents and drafts, and other materials each owned by the respective party and shared under the terms of this Agreement.
  2. “Observers” mean those persons from either OnGo Alliance or WBA who may attend the other party’s meetings pursuant to the terms of this Agreement. An Observer may be a member of staff, consultant of OnGo Alliance or WBA, or an employee/authorized representative of a member of OnGo Alliance or WBA.
  3. “Work Areas” means the agreed areas of mutual interest as described in Exhibit A hereto, as modified from time to time by mutual written agreement of the parties.

# Areas of Mutual Interest.

The parties shall agree on one or more Work Areas under this Agreement. The parties desire through this Agreement to establish specific guidelines regarding the sharing of Documents within the Work Areas and the participation by Observers in certain meetings.

# Documents.

* 1. Each party may make available to the other party for information, evaluation and comment, and if mutually agreed, to make reference to, Documents within the Work Areas. All sharing of Documents and other information pursuant to this Agreement shall be subject to the discretion of the party sharing the information and free of charge.
  2. It is agreed that the Documents will only to be made available on a need-to-know basis for the purpose of activities relating to this Agreement in accordance with the confidentiality obligations of this Agreement. Each party agrees to reproduce any confidentiality and copyright notices, and warranty disclaimers or limitations of liability that are included in any Documents or other materials made available to it under this Agreement.
  3. With respect to the Documents and other materials that each party provides to the other: (i) the providing party disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other intellectual property rights, and shall take no position on the validity or scope of any such rights, and (ii) the providing party takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in a Document or the extent to which any license under such rights might or might not be available.

# Observers.

* 1. At (i) the invitation of the Contact Person of the hosting party or (ii) upon approval of the request of the other party by the Contact Person of the hosting party, Observers of the other party may attend and participate in specified hosting party’s meetings. The Observer shall inform the chairperson and the other participants in the meeting of his or her role as Observer under this Agreement. Either party may designate any part or parts of its meeting as “closed” and the other party’s Observer may not attend or participate in such “closed” sessions. All Observers should be familiar with and comply with their obligations under this Agreement, as well as all of the hosting party’s rules and policies that are applicable to meeting attendance.
  2. In the event that an Observer is from a member of both OnGo Alliance and WBA, the Observer shall inform the chairperson and the other participants at the meeting of which member he or she is representing at the meeting, which representation shall remain consistent during the course of that meeting. If the Observer does not identify his or her affiliation, it shall be presumed that attendance is on behalf of the member of the hosting party.

# Intellectual Property Rights.

* 1. Neither party shall acquire ownership of any intellectual property rights under this Agreement or through any disclosure hereunder. No license to any patent, trademark, or other proprietary right or copyright is granted under this Agreement or through any disclosure hereunder except where expressly stated.
  2. It is acknowledged that each party operates according to its own respective rules and procedures. Nothing in this Agreement shall modify (or is intended to modify) the duty of a member company (or, where applicable, its representative) to comply with the intellectual property rights policy or any other membership or governance documents of WBA or OnGo Alliance , as applicable.
  3. As of the date of this Agreement, the parties do not intend to co-develop any standards, specifications or other technical materials. In the event OnGo Alliance and WBA determine that it would be mutually beneficial to co-develop any standards, specifications or other technical materials, the parties agree that they shall separately negotiate and reach a written agreement on the terms of such co- development. Notwithstanding the foregoing, the parties may under the terms of this Agreement, collaborate on educational, informational and marketing information within the Work Areas.

# Confidential Information.

* 1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) may disclose certain Confidential Information under this Agreement. The Receiving Party undertakes for itself, its successors and assigns:
     1. to maintain in confidence and to not disclose the Disclosing Party’s Confidential Information or any information derived therefrom to any third party other than to employees, officers, directors, independent contractors, professional advisors, and members of either party, each in accordance with the terms of this Agreement and solely for the purpose of activities under this Agreement, except and to the extent that with the consent of the other party, such information is (1) incorporated into either party’s official documents (as appropriate), or (2) is otherwise explicitly permitted to be disclosed to a third party provided that such disclosure is in strict compliance with any conditions imposed by the Disclosing Party on such disclosure by the Receiving Party;
     2. not to copy (except as necessary or appropriate for the purposes set forth herein), reverse engineer, reverse compile or attempt to derive the composition or underlying information of any such Disclosing Party’s Confidential Information, or to reduce to writing any part of such Confidential Information except as necessary or appropriate for the purposes set forth herein;
     3. to limit the use of and access to the Disclosing Party’s Confidential Information to the Receiving Party’s employees, officers, directors, members and member affiliates, independent contractors and professional advisors who have (1) been notified that such information is Confidential Information for the purpose set forth herein; and (2) who have entered into a confidentiality undertaking with the Receiving Party; and
     4. to protect the Disclosing Party’s Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure, use, dissemination, publication, alteration or destruction of the Confidential Information as the Receiving Party uses to protect its own confidential or proprietary information of a like nature.
  2. The Confidentiality Obligation shall not apply to Confidential Information which (i) is or becomes a matter of public knowledge through no fault of the Receiving Party (or a member or an affiliate of the Receiving Party), (ii) was rightfully in the Receiving Party’s possession prior to receipt from the Disclosing Party, and which was not previously acquired under an obligation of confidentiality, (iii) was rightfully disclosed to the Receiving Party without restriction by another person who has the lawful right to so disclose, (iv) which the Receiving Party can demonstrate to the satisfaction of the Disclosing Party has been independently developed by the Receiving Party without access to such Confidential Information, or (v) is lawfully disclosed pursuant to any statutory or regulatory authority or court order, provided the Disclosing Party is given prompt prior written notice of such requirement and the scope of such disclosure is limited to the extent possible.

# Copyright of Materials.

* 1. Subject to the requirements of Section 7.b. including the requirement of prior consent of the Licensor Party, and pursuant to the terms of this Agreement, each party (the “Licensor Party”) grants to the other party (the “Licensee Party”) a royalty free, irrevocable, perpetual, non-exclusive, world-wide license to its copyright (or license to copyright) in any Document provided by the Licensor Party’s Contact Person to the Licensee Party’s Contact Person (“Submitted Materials”) to:
     1. incorporate text, graphics or other material contained in the Submitted Materials and any derivative works thereof in electronic and print publications (and in publications in any media hereafter devised) (“Publications”);
     2. to reproduce, distribute, display and perform the Publications;
     3. to register the copyright in the Publications and to distribute in its own name any Publications even though it may include portions of the Licensor Party’s Submitted Materials; and
     4. at the Licensee’s sole discretion, to permit others to reproduce in whole or in part such Publications.
  2. The license in Section 7.a. shall only be granted if:
     1. the Contact Person of the Licensee Party has notified the Contact Person of the Licensor Party of the intended use of the Licensor Party’s Submitted Materials;
     2. the Contact Person of the Licensee Party has received the prior written permission from the Contact Person of the Licensor Party for such use; and
     3. the source of each part of such Submitted Materials used by the Licensee is acknowledged fully.

# Term and Termination.

This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, have an initial term of three (3) years from the Effective Date and shall thereafter renew on an annual basis until terminated by either party. This Agreement may be terminated by either party upon written

notice to the other party. It is expressly agreed that all the provisions in Sections 1 (Definitions), 5 (Intellectual Property Rights), 6 (Confidential Information) (Intellectual Property Rights), 7 (Copyright of Materials), 8 (Term and Termination), 9 (Warranty Disclaimer), 10 (Limitation of Liability) and 11 (General) shall survive the termination or expiration of this Agreement.

# Warranty Disclaimer.

EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN “AS IS” BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO. NEITHER PARTY ASSUMES ANY OBLIGATION TO UPDATE INFORMATION OR DOCUMENTS.

# Limitation of Liability.

EXCEPT WITH RESPECT TO LIABILITY RESULTING FROM A PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

# General.

* 1. This Agreement supersedes all prior discussions and constitutes the entire agreement between the parties with respect to the subject matter hereof. Except for changes to Exhibit B and the parties to receive notice, no change in, modification of or addition to the terms and conditions contained herein shall be valid unless set forth in a writing which is signed by authorized representatives of both parties that specifically states that it constitutes an amendment to this Agreement.
  2. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
  3. This Agreement and the relationships between the parties established hereby do not constitute a partnership, joint venture, or agency. Neither party has the right to act on behalf of or bind the other party.
  4. Nothing contained herein shall be deemed to obligate either party to disclose or share any of its confidential information to the other party or to incorporate the materials presented by the other party.
  5. This Agreement in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations, or individuals. Nothing in this Agreement shall prevent either party from pursuing similar discussions with third parties provided that there is no breach of the obligations of confidence hereunder.
  6. Each party may disclose publicly the existence of this Agreement, provided that neither party will publicly disclose the terms of this Agreement without the prior written consent of the other party. 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. Neither party may use the trademarks of the other party to indicate any endorsement from that party regarding testing or other similar services unless the parties have separately negotiated and reached a mutually acceptable written agreement for this purpose.
  7. This Agreement shall be governed by and interpreted in accordance with the laws of the England and Wales without giving consideration to principles of conflict of law and both parties consent and submit to the exclusive jurisdiction of and venue in the High Court of London.
  8. Neither party may assign this Agreement without the prior written consent of the other party.
  9. Each Party represents and warrants to the other that: 1) it has due authority to enter into and perform this Agreement, 2) its performance of this Agreement will not conflict with any other agreement to which it is a party; and 3) its performance of this Agreement will not conflict with its bylaws, policies or other obligations, including any provisions or obligations that relate to intellectual property.
  10. All notices or other communications permitted or required under this Agreement shall be in writing in the English language and shall be delivered by personal delivery or facsimile or e-mail transmission or by commercial express courier service postage prepaid, to the Contact Person of the respective parties and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur.
  11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  12. Each party indicates by the signature of its authorized representative below that it agrees to the terms and conditions of this Agreement.

**OnGo Alliance Wireless Broadband Alliance Ltd**

Name:tbd Name: tbd

Title: tbd Title: tbd

# EXHIBIT A WORK AREAS

The work areas of mutual interest to OnGo Alliance and WBA under this Agreement shall be:

**1. Technical work areas**

Develop work on relevant wireless technologies, such as Wi-Fi, CBRS and other private wireless technologies. Main areas range from user experience, roaming, authentication framework, user experience, settlement models, best practices, service enablement, among others.

**2. Events collaboration**

Collective involvement and development at mutually agreed events such as the WBA Wireless Global Conference as well as other relevant third party events with the aim of potential co-development of relevant showcases and speaking opportunities.

**3. Market development**

Collaboration to develop complementary messaging in areas of mutual interest for media and analyst briefings, marketing campaigns and other external communications and to identify other co-marketing opportunities of mutual benefit.

The parties may mutually agree to expand the work areas of mutual interest to OnGo Alliance and WBA with amendments to this Exhibit A, or pursuant to one or more separate written agreements stating specific activities to be collaboratively pursued with appropriate definition of expected outcomes, roles, and responsibilities for each party.

# EXHIBIT B CONTACT PERSONS

**WBA**

Name:

E-mail Address:

Phone number:

# OnGo Alliance

Name: tbd

E-mail Address: [tbd](mailto:spetters@semtech.com)

Phone number: tbd