



## GLOBAL MSF INTEROPERABILITY DEMONSTRATION 2008 (“GMI 2008”) CONTRACT

The MultiService Forum (MSF) is sponsoring a global interoperability demonstration (“Demonstration”) to provide technical validation of the MSF Release 4 Architecture and supporting Implementation Agreements (IAs) as the basis for interoperability between vendors within practical network deployments. The MSF Release 4 Architecture and IAs are focused on the following:

- IMS as a basis of carrier-grade session control;
- Service Oriented Architecture (SOA) as a mechanism for rapid service creation with access to IMS session control;
- IPTV and location-based services as representative emerging services;
- Elaborated QoS control as an essential underpinning for content-intensive services such as IPTV;
- The ability to monitor services from the user point of view;
- Practical deployment scenarios that focus on realistic network evolution.

The Participant (“Participant”) hereby applies for participation in the Demonstration during the period of **October 20-31, 2008** and hereby agrees to abide by this agreement, including the Terms, Conditions and Rules set forth at the end of the contract (Terms and Conditions are incorporated herein by this reference). Each Participant must also execute and submit MSF’s Non-Disclosure Agreement (“NDA”) for the Demonstration according to the schedule specified herein and hereby agrees to be bound by the terms and conditions set forth in the NDA.

### Contracts and Payments

Signed contracts and NDAs are required by and will not be accepted after **May 1, 2008**. The participation fee per site is \$9,500 for MSF Members, \$10,500 for MSF Partner Forum Members and \$13,500 for non-members. 50% of the fee must be received no later than **May 1, 2008**. The balance of the fee must be received no later than June 16, 2008. Payment of the participation fee may be made via check in US currency (payable to the MultiService Forum), credit card (Visa, MasterCard, American Express), or wire transfer.

Please note: After **June 16, 2008** at the sole discretion of the MSF, Participants who have not submitted a signed contract, NDA and payment-in-full shall be dropped from participation in the Demonstration.

The signed contract, NDA and payment should be emailed or faxed to:

Ashley Wright, MultiService Forum

Tel: +1.510.492.4051

Fax: +1.510.492.4001

Email: [awright@msforum.org](mailto:awright@msforum.org)

Please submit all wire transfers to:

Wells Fargo Bank

39200 Paseo Padre Pkwy

Fremont, CA 94538

USA Account # 3802732465



ABA # 121000248

## 1. Official Listing and Promotional Events

Official listing and promotional activities and events for the Demonstration, i.e., publications, advertising, signage etc. will show your company name and/or logo. Participant must supply current logo. Participant agrees to abide by all promotional and/or public relations guidelines as written by the MSF.

All press releases issued by a Participant regarding the Demonstration must include the pre-distributed MSF boilerplate. Please refer to the GMI 2008 Guidelines for all PR information.

MSF reserves the right to reject any information content which MSF finds, in its sole discretion, to be objectionable.

Participant agrees to promote GMI 2008 on Participant's website including a link to the MSF website, provided that any content or materials that include any MSF trademark must be approved in writing by MSF prior to publication on Participant's website. MSF hereby grants to Participant a non-exclusive, limited license to use the MSF trademark during the term of this agreement solely in connection with Participant's promotion of GMI 2008 on Participant's website. Such use shall be in accordance with applicable trademark law and MSF's trademark guidelines as revised from time to time. Participant agrees that any such use shall inure solely to the benefit of MSF, and that Participant shall not obtain any right in the MSF trademark beyond the rights expressly granted pursuant to this agreement. Participant further agrees not to register MSF's trademark or confusingly similar trademarks with any governmental authority, and not to challenge the rights of MSF in any MSF trademark. Participant agrees to modify or remove any content or material published by Participant in connection with this Section upon MSF's request.

## 2. Cancellation; Over-subscription

MSF reserves the right to cancel the Demonstration no later than **August 4, 2008** based upon lack of sufficient Participant interest or other factors that in MSF's sole judgment make it not feasible to present the Demonstration. In such event, MSF agrees to give prompt notification to Participant and return fees paid by the Participant subject to the provisions set forth below no later than sixty (60) days following the date of cancellation.

Participant acknowledges and agrees that in the event Participant interest in the Demonstration exceeds its capacity, Participants will be accepted on a "first come, first served basis" determined by the date of contract, NDA and payment submittal.

***Please note, the contract, NDA and payment must be received in order to confirm participation.***

If a participant does not meet the technical and contractual conditions for the event, the Technical Coordinator can recommend that the GMI team exclude the participant from the event. In the event of such exclusion the participant will not be entitled to a refund.



### **3. No Endorsement; No Sale**

Participant acknowledges and agrees that Participant's participation in the Demonstration shall in no way imply or be an endorsement of the Participant's products, applications or services by MSF or the Demonstration. Participant agrees that neither it nor any of its employees or representatives may make any statements to the effect that MSF endorses or has selected any products, applications or services.

Participant shall not sell or offer any products or services during the Demonstration.

Participant shall refrain from making any comments disparaging MSF or any participant in the Demonstration, or otherwise encouraging others to disparage MSF or any other participant in the Demonstration, or taking any action designed to harm the public perception of MSF or any other participant in the Demonstration, or such parties' products and/or services.

### **4. TERMS AND CONDITIONS**

The Demonstration is intended to present cooperative, multi-vendor solutions related to the MSF R4 architecture by demonstrating applications selected jointly by participants and through the creation of a Demonstration that consists of equipment and services hosted in several locations.

The parties agree that the confidentiality provisions of the MSF Non Disclosure Agreement (NDA) dated **January 23, 2008** shall also govern this agreement.

MSF may in its sole discretion supply funds, equipment or services for use during the Demonstration. All funds will be utilized in MSF's discretion to develop and promote the Demonstration according to the consensus of MSF and the Demonstration Participants, and to compensate the MSF for its services.

#### **4.1 Disclaimer of Warranties**

THE DEMONSTRATION AND ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS." THE MSF DOES NOT HAVE ANY CONTROL OVER THE DEMONSTRATION; ACCORDINGLY, THE MSF DOES NOT MAKE, AND HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS, AGENTS, AND SUBCONTRACTORS, ANY AND ALL REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

#### **4.2 Indemnity**

THE PARTICIPANT SHALL INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS, THE MSF AND ITS OFFICERS, DIRECTORS, AGENTS, MEMBERS OR OTHER REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITY, DAMAGES, LOSSES, COSTS, ATTORNEY'S FEES, AND EXPENSES OF ANY KIND WHICH MIGHT RESULT OR ARISE FROM ANY ACTION OR FAILURE TO ACT ON THE PART OF THE PARTICIPANT OR ITS OFFICERS, AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES.

#### **4.3 Limitation of Liability**



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THE MSF DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM, OR RELATED TO THE DEMONSTRATION. EVERY PERSON OR COMPANY PARTICIPATING IN, OR ATTENDING THE DEMONSTRATION DOES SO AT ITS OWN RISK. THE MSF ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM TO ANY PERSON OR COMPANY, AND FOR ANY DAMAGE, OR LOSS OF ANY EQUIPMENT, DATA, OR ANY OTHER LOSS RELATING TO ANY COMPANY'S BUSINESS RESULTING FROM ANY CAUSE WHATSOEVER RESULTING FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MSF RESULTING IN PERSONAL INJURY TO ANY PERSONS IN PREPARATION FOR, DURING, OR IN CONNECTION WITH THE DEMONSTRATION.

OTHER THAN AS EXPRESSLY SET FORTH IN THE PRECEDING PARAGRAPH, IN NO EVENT SHALL THE MSF BE RESPONSIBLE OR LIABLE TO ANY PERSON OR COMPANY THAT PARTICIPATES IN OR ATTENDS THE DEMONSTRATION, OR TO ANY PERSON OR COMPANY THAT PROVIDES SERVICES TO ANY PERSON OR COMPANY THAT PARTICIPATES IN, OR ATTENDS THE DEMONSTRATION, FOR ANY CLAIMS ARISING OUT OF, OR RELATED TO THIS AGREEMENT, SUCH PERSON OR COMPANY'S BUSINESS, OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN THE PRECEDING PARAGRAPH, IN NO EVENT SHALL THE MSF BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR ANY LOST REVENUES, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER CONTRACT THEORY, OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

NEITHER MSF, NOR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, ADVISORS, EMPLOYEES, OTHER REPRESENTATIVES, OR ASSIGNS SHALL BE HELD LIABLE FOR, AND THEY ARE HEREBY RELEASED FROM, ANY DAMAGE, LOSS, HARM, OR INJURY TO THE PERSON OR PROPERTY OF THE PARTICIPANT OR ANY OF ITS VISITORS, OFFICERS, AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES, INCLUDING WITHOUT LIMITATION, DAMAGE, LOSS, HARM, OR INJURY RESULTING FROM THEFT, FIRE, EARTHQUAKE, INCLEMENT WEATHER, WATER, UNAVAILABILITY OF THE FACILITIES, INJURY IN CONNECTION WITH THE DEMONSTRATION, PLANNING MEETINGS, OR STAGINGS, FOR REASONS BEYOND MSF'S CONTROL, ACCIDENT, OR ANY OTHER CAUSE. MSF SHALL NOT BE RESPONSIBLE FOR THE SECURITY OF PARTICIPANT'S EQUIPMENT OR ITS PROPRIETARY SOFTWARE OR HARDWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF MSF TO ANY DEMONSTRATION PARTICIPANTS, OR THEIR EMPLOYEES, OFFICERS, DIRECTORS OR SUBCONTRACTORS RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, WILL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY THE DEMONSTRATION PARTICIPANT TO MSF HEREUNDER IN CONNECTION WITH THE DEMONSTRATION.

THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF



RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN UNDERLYING THIS AGREEMENT.

#### **4.4 Insurance**

Participant represents and warrants that it maintains and will maintain adequate insurance protection against all liabilities, claims and risks against which may arise in connection with its participation in the Demonstration, and no less than is customary for entities engaged in Participant's line of business. Participant agrees that it shall furnish to the MSF, upon request, with a certificate of insurance verifying its compliance with the requirements of this section.

#### **4.5 Relationship**

The relationship between the parties is that of independent contractors. The Participant is not an employee, agent, partner or legal representative of the MSF and shall have no authority to assume or create obligations on behalf of the MSF or the Demonstration. Nothing contained herein shall be construed to imply a joint venture, principal or agent relationship, or other joint relationship, and neither party shall have the right, power or authority to create any obligation, express or implied, on behalf of the other.

#### **4.6 Assignment**

Participant shall not assign to a third party its rights, or obligations, or any portion thereof without the prior written consent of MSF, which consent the MSF may grant or withhold at its sole discretion. Any attempted assignment without such consent by the MSF shall be void and of no effect, and shall constitute a material breach by Participant of its obligations hereunder.

#### **4.7 Logistics**

Each Participant that provides equipment or services capable of communication may interconnect their equipment or services to other Participants in the Demonstration using protocols and interfaces as agreed upon in the overall Demonstration design established collectively by the Participants. Participant hereby consents to the inter-connection of its equipment or services with other Participants in the Demonstration.

Participants will be responsible for shipping their own equipment and making arrangements with the host for installation. If participants are shipping fully equipped racks or other large/heavy items, they must make special arrangements for handling and provide an adequate number of people for safe installation. Participant is solely responsible for shipping, installing and demonstrating its products or services. Upon the completion of the Demonstration or upon MSF's request, Participant will immediately remove any and all Participant equipment or other property from the site of the Demonstration, and return the site of the Demonstration to the same condition as it was prior to Participant's use of the facilities. Participant agrees that it shall be solely responsible for any damage caused by Participant, its equipment or the demonstration thereof, and that it shall indemnify, defend, protect and hold harmless, the MSF from and against any claims arising out of Participant's failure to do so.

Due to the complexity of and importance to all Participants in the Demonstration, when applicable, the Technical Coordinator reserves the right to have products or services that are causing disruptions in the implementation or operation of the Demonstration temporarily removed from the Demonstration until the disruption can be corrected. The MSF agrees, to the extent commercially reasonable, to work cooperatively with those Participants (but at no cost to



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MSF) whose products or services are causing disruptions in the Demonstration's operation so that such Participants can be reconnected to the Demonstration at the earliest possible time. At all times, the first priority of MSF will be to keep the majority of the users of the Demonstration up and operational.

Every effort will be made by Host sites to make hotel recommendations near their respective lab sites. However, it is the responsibility of each participant to make their own travel arrangements, hotel accommodations, arrange transportation and their own meals. Participant shall be responsible for all costs and expenses it incurs in connection with the Demonstration and this agreement.

Participants must also conform to the hours of operations (start of testing, breaks and end of testing and any planned days off) according to the GMI Technical Coordinator and TC Chair. Any change to the schedule proposed by the Participant, shall be subject to review and approval in advance by the GMI Technical Coordinator and TC Chair.

In the performance of this agreement and in connection with the Demonstration, Participant shall at all times comply with all applicable local, national and international governmental laws, statutes, ordinances, rules, regulations, orders, and other standards or requirements, including without limitation such governmental requirements applicable to environmental protection, health, safety, import or export control, customs, transportation, intellectual property, anti-trust, or any other relevant law of any jurisdiction effected by the Participant's participant in the Demonstration.

Given the multi-vendor nature of the GMI Demonstration, the Participant is only allowed to administer their own equipment and may not access or administer equipment from other participants, unless given express permission to do so by the other Participant.

#### **4.8 Planning Meetings and Conference Calls**

Participant agrees that their contacts or their delegates will fully participate in any planning meetings, conference calls or other activities scheduled by MSF in order to plan for and execute the Demonstration.

#### **4.9 Pre-Testing, Staging, and Demonstration Setup/Tear down**

Participant agrees to participate in staging events scheduled to ensure the correct functioning of the Demonstration. Participant shall supply technical personnel on-site to aid in the pre-Demonstration staging at the designated staging location and the setup and tear down of equipment and/or services at the Demonstration.

Participant agrees to provide the GMI Technical Coordinator and their host-site(s) with detailed product information for each piece of participant equipment. Product details should include but are not limited to, make/model number, interfaces supported, size/weight, color, power requirements, rack needs, and etc.

#### **4.10 Scheduled Testing Slots**

The GMI Demonstration requires careful scheduling well in advance of the event to ensure that each participant is able to complete all desired interoperability testing with all desired partners.



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The success of the GMI event is contingent upon the ability of participants and host-sites to closely adhere to the agreed upon schedule. Participant equipment that fails to operate is a serious deterrent to our ability to adhere to the schedule.

Given that all host-sites are open to participants and equipment setup at least on week prior to the GMI 2008 Event beginning on Monday October 20, 2008, all participant equipment is required to be operational, configured, and networked prior to 8:00am (local time) on Monday October 20, 2008. In the event that a participant misses a scheduled testing slot due to equipment failures, the GMI organizers will make every attempt to reschedule that participant for a new testing slot. However, there is no guarantee that the schedule will allow for a new testing slot.

#### **4.11 Marketing Activities/Media (“Press”) Contact**

Participant may advertise, market or promote its products in reference to the GMI demonstration and/or testing activities within the following parameters: a) Participant may describe their equipment deployed during the test event e.g., features, functions, size, power consumption, etc. Under no circumstances can cost or price be mentioned; b) Participant may state that they “successfully participated at the event” and that they “successfully participated in a specific test case (s)”. No single vendor’s specific test results may be mentioned nor should any vendor state that they have “passed” the testing; c) Participant may issue their own press releases, which may contain information on who they are partnering with at the event as long as they obtain express written approval from their partner (s). Participant also may provide individual quotes for their own press releases. Prior to their release, all press releases must be approved by the MSF Marketing Project Manager. . The MSF shall issue press releases for the Demonstration at its own discretion. Participant agrees that press releases issued by the MSF may indicate Participant participated in the Demonstration. Any press releases issued by Participant in reference to GMI 2008 will follow guidelines specified by MSF. Participants agree to be listed in all materials related to the event including press releases and collateral without specific notification.

#### **4.12 Cancellation or Termination of Exhibition**

If, because of war, fire, strike, earthquake, power shortage, construction, inclement weather, shortage of materials, government regulation, public catastrophe, Acts of God or public enemies, or any other cause beyond the control of the MSF, the Demonstration, or any part thereof is prevented from being held, is canceled by MSF or the space for the Demonstration becomes unavailable, the MSF in its sole discretion, shall reasonably determine and refund to the Participant the balance of the aggregate Participation fees received which remains after deducting expenses incurred by the MSF and reasonable compensation to the MSF. The MSF shall have the right to terminate this agreement for any reason (or no reason) upon fifteen (15) days prior notice to Participant, and in such case will refund fees to the extent described in the preceding sentence. In no case shall the amount of refund to Participants exceed the amount of the Participation fee paid.

#### **4.13 Participant Cancellation (Fees and Penalties)**

Cancellation of any portion of the Application by the Participant will be accepted only in writing and at the sole discretion of MSF. In the event of any cancellation by Participant after **June 16, 2008** no participation fees will be refunded.



#### **4.14 Photography**

No photographs or videotapes shall be taken or made without the prior written consent of the MSF Technical Chair. Participants should be aware that the Marketing, Awareness, and Education Committee is planning a press and analyst day for the end of the GMI demonstration. During the scheduled press and analyst activities, special exceptions will be made for the use of photography and videotaping.

#### **4.15 Agreement to Terms, Conditions and Rules**

Participant agrees to observe and abide by the foregoing terms, conditions, and rules, and by such additional terms, conditions, and rules made by MSF from time to time for the efficient and safe operation of the Global MSF Interoperability Demonstration, including but not limited to, those contained in this Agreement. In addition to MSF's right to withdraw its acceptance of the Application, MSF in its sole judgment may refuse to consider for participation in future Demonstrations any Participant who violates or fails to abide by all such terms, conditions, and rules.

If any provision of this agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby. This agreement will be governed by the laws of the State of California without reference to its conflict of laws principles. This agreement constitutes the entire agreement with respect to the subject matter set-forth herein, and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The parties acknowledge that the NDA governs confidential information disclosed in conjunction with the Demonstration. This agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Alameda, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive such prevailing party's reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

The headings used in this Agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this Agreement.

### **5. Sponsorship**

If your company is interested in sponsoring a portion of the Demonstration, please contact:

Julianne Fitzpatrick, MSF Executive Director  
Tel: +1.510.492.4052



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Fax: +1.510.492.4001

Email: [jfitzpatrick@msforum.org](mailto:jfitzpatrick@msforum.org).

### 6. Technical Information

GMI 2008 will take place simultaneously in Europe and North America and Asia. While the host-sites for Europe and North America have been solidified, the MSF is still in the process of negotiating with two potential Asian host-sites. The MSF understands that the decision to participate in a GMI event can be complex. Thus, in deference to the vendor community, the MSF is issuing an early copy of the Participation Contract in order to maximize the GMI 2008 decision-making timeframe. An addendum to this document will be distributed when there is further information available regarding the Asian host-sites. Please check the box(es) below to indicate the lab site(s) in Europe and North America at which your company would like to participate:

- British Telecom (BT) co-hosting with Vodafone:  
BT Adastral Park  
Advanced Comms Tech Centre  
Adastral Park Martlesham Heath  
Ipswich UK
  
- China Mobile Research Institute  
53A Xibianmennei Avenue  
Xuanwu District  
Beijing 10053, China
  
- The National Communications Systems (NCS) Lab – XTE located at the Computer Science Corporation (CSC):  
15000 Conference Center Drive  
Chantilly, Virginia USA
  
- Verizon Labs:  
117 West Street  
Waltham, MA USA
  
- University of New Hampshire InterOperability Laboratory:  
121 Technology Drive  
Suite 2  
Durham, NH USA

### 7. Important Dates

- May 1, 2008 Signed contract, NDA, and 50% payment due
- June 16, 2008 Final date that Participant may cancel with refund
- June 16, 2008 Remaining 50% Payment Due



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- October 20, 2008      GMI 2008 Begins
- October 31, 2008      GMI 2008 Concludes

### Acceptance

By the signature below, the individual is signing this Agreement represents the Participant and warrants that he or she has been authorized to execute this Agreement on behalf of the Participant and binds the Participant to the terms and Conditions set forth above.

Name \_\_\_\_\_ (Please print)  
 Title \_\_\_\_\_ (Please print)  
 Company \_\_\_\_\_ (Please print)  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

### Contacts

Each Participant in the Demonstration must provide Company information as well as one primary **Technical, Marketing** and **Public Relations** contact. It is the Participant's responsibility to inform the MSF of any contact change. **Please type or print clearly in the space below.**

#### Company:

Legal Name	
Address	
City, State, Zip, Country	
Tel	
Fax	
URL	

#### Technical Contact:

Name	
Email	
Tel	
Fax	

#### Marketing Contact:

Name	
Email	
Tel	
Fax	

#### PR Contact

Name	
Email	
Tel	



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Fax	
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