

## DECT Security Licence Agreement

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between

### **DECT Forum,**

a non-profit association organised and existing under Swiss law,  
of Wabernstrasse 40, 3007 Berne, Switzerland

(hereinafter „**DECT Forum**“)

and

\_\_\_\_\_

organised and existing under the laws of \_\_\_\_\_

of \_\_\_\_\_

\_\_\_\_\_

herein represented by \_\_\_\_\_ ( \_\_\_\_\_ )

(hereinafter the „**Licensee**“)

\_\_\_\_\_

**CONCERNING THE LICENSING OF THE DECT SECURITY MARK FOR USE IN  
RESPECT OF THE PRODUCT(S) LISTED IN THE SCHEDULE ANNEXED TO THIS  
AGREEMENT UNDER THE QUALIFICATION AND RECOGNITION PROGRAM OF  
DECT FORUM**

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## 1. Interpretation and Definitions

1.1. In this Agreement, unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

1.1.1. this “Agreement” the agreement contained in this document, including the exhibits hereto, which form an integral part of this Agreement;

1.1.2. “DECT Security Technology”  
technology relating to cordless electronic equipment, which is manufactured to the DECT standard, which is intended to be standardised and interoperable, and the specifications for which are determined in the Technical Specifications No. ETSI TS 102 841 V1.2.1, as revised from time to time;

1.1.3. the “DECT SECURITY Trade Mark”  
the trade mark DECT SECURITY and Device owned by DECT Forum and licensed for use on Verified Products in the forms set out below:



1.1.4. the “Commencement Date”  
the date defined as the Commencement Date in the Schedule, being the date on which DECT Forum first received notification in terms of the Qualification Program that the Licensee’s first Product had been certified as a Verified Product;

1.1.5. “DECT Forum” the foresaid DECT Forum;

- 1.1.6. “Licence Fee” the licence fee charged by DECT Forum in terms of the Regulation to the Licensee on certification of its Verified Product;
- 1.1.7. the “Licensee” the person defined in the heading of this Agreement as the Licensee;
- 1.1.8. “Product” the product(-s) listed in the Schedule, as amended from time to time in terms of clause 3.3, which has been verified as a Verified Product (as defined in the Regulation) after a testing and certification process under DECT Forum’s qualification and recognition program as containing DECT Security Technology, subject to the conclusion of this Agreement and payment of the relative Licence Fee, and which is to be manufactured by or for the Licensee containing DECT Security Technology;
- 1.1.9. the “Qualification Program”  
DECT Forum’s program for the qualification, recognition and promotion of DECT Security Technology compliant products, the content of which is embodied in the Certification Legal Framework for DECT Security Certification, which includes:
- DECT Security Qualification Program Regulation,
  - DECT Security Measurement Specifications,
  - DECT Security Feature Requirements,
- as may be revised, added to, amended or replaced from time to time;
- 1.1.10. the “Regulation” the DECT Forum Regulation on the Qualification of DECT Security Compliant Products,

which forms part of the Qualification Program;

1.1.11. the “Schedule” the Schedule to this Agreement, which sets out the Commencement Date and the details of the Product in terms of this Agreement;

1.1.12. “Verified Products” products which are certified as compliant with DECT Security Technology, namely containing the DECT Security Technology to the standards and specifications required for DECT Security certification, in terms of the Qualification Program, and for which the Licence Fee has been paid.

1.2. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it only appears in a definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

## **2. Introduction**

2.1. DECT Forum is a non-profit association having the object of, amongst others, the promotion and evolution of DECT Security Technology as the worldwide preferred cordless telecommunication standard, with the support of the business and revenues of its members. DECT Security Technology is based on a set of normative regulations from DECT Forum, namely those contained in the Qualification Program, and a set of standards defined by the European Telecommunication Standards Institute, namely the DECT standards.

2.2. DECT Forum has, by the Qualification Program, established a qualification and recognition program for products containing DECT Security Technology, which are manufactured by, and for full and associate members of DECT Forum. The Qualification Program sets out the procedure under which products can be certified as DECT Security compliant, to which Qualification Program DECT Forum and its members (including its members) are bound.

2.3. The DECT SECURITY Trade Mark is the registered trademark of DECT Forum. In

the European Union, DECT is the trade mark of the European Telecommunications Standards Institute (ETSI) under European Community Trademark Registration No. 981753, and ETSI has consented to DECT Forum's use and registration of the DECT SECURITY Trade Mark on certain terms and conditions. DECT Forum has established a fund to protect the DECT SECURITY Trade Mark, both by way of its registration on trademark registries in selected countries around the world and by acting against counterfeits. This fund is largely funded from licensing to members of DECT Forum under the Qualification Program.

- 2.4. The Licensee is a member of DECT Forum, in terms of the Articles of Association of DECT Forum. A benefit of full membership of DECT Forum is to have products certified as DECT Security compliant and to be licensed to use the DECT SECURITY Trade Mark in respect of such certified products in terms of the Qualification Programme. A benefit of associate membership of the DECT Forum is to be able to use the DECT SECURITY Trade Mark in respect of such products as have been certified by a full member in terms of the Qualification Programme.
- 2.5. The Product has been certified as one of the Verified Products. Accordingly, in terms of the Regulation, the Licensee may be licensed by DECT Forum to use the DECT SECURITY Trade Mark in respect of the Product for so long as the Licensee is a member of DECT Forum and so long as the Product is one of the Verified Products, and the parties enter into this Agreement to set out the terms of such use.

### **3. Licence and use of the DECT SECURITY Trade Mark on testing devices**

- 3.1. Subject to clause 13.1 regarding the formalities to validly close this Agreement, DECT Forum hereby grants the Licensee a non-exclusive, non-transferable, worldwide licence to use the DECT SECURITY Trade Mark in respect of the manufacture, marketing, sale and distribution of the Product under the terms and conditions of this Agreement. Insofar as the territory of the licence under this Agreement is concerned, the Licensee notes the provisions of clause 5.3 and the record in Exhibit A as to the extent of registration protection of the DECT SECURITY Trade Mark. The Licensee hereby accepts the license and undertakes

to use the DECT SECURITY Trade Mark in accordance with this Agreement.

- 3.2. This Agreement is entered into pursuant to the requirements of the Qualification Program in respect of the Product being one of the Verified Products. The Licensee confirms that, as a member of DECT Forum, it is bound to the Qualification Program, and the parties agree that the Qualification Program apply to this Agreement. In the event of a conflict between any provision in the Regulation and the provision of this Agreement, or if there is a provision in the Regulation in respect of which this Agreement is silent, the provision of the Regulation will apply.
- 3.3. The Product in respect of which the license under this Agreement applies is identified in the Schedule.
- 3.3.1. In the event that the Licensee has another product manufactured by or for it, certified as a Verified Product in terms of the Qualification Program and DECT Forum receives notice of such certification and payment of the relative Licence Fee, the Schedule shall be amended by the addition of that product and all of the other details required in the Schedule, whereupon the license in terms of this Agreement shall extend to that new product as well, which shall then be considered a Product, as defined in this Agreement.
- 3.3.2. Conversely, if a Product loses its certification as a Verified Product, the license in terms of this Agreement shall cease to apply to that Product, and the Schedule shall be amended by the removal of that Product. DECT Forum shall undertake the variations of the Schedule required by this clause 3.3, shall date the Schedule with a date from which it took effect, and furnish a copy of such varied Schedule to the Licensee.
- 3.3.3. The Licensee is therefore obliged to notify DECT Forum in writing in the event that the Product is modified so that its status as a Verified Product may be affected, or if it ceases selling the Product, or if the Product is no longer manufactured or supported, or if, in its opinion, it ceases to qualify as a Verified Product for any reason.
- 3.3.4. For any amendment to the range of Product(s) of the Licensee to be regulated

under this Agreement and to be listed in the Schedule pursuant to clauses 3.3.1. through 3.3.3., the respective necessary formal activities to be taken under this Agreement by either party do not affect the validity of this Agreement closed pursuant to clause 13.1.

3.4. The license granted to the Licensee in terms of this Agreement is non-exclusive. The Licensee acknowledges that DECT Forum may grant licenses of the DECT SECURITY Trade Mark in respect of other Verified Products, including those, which may compete with the Product.

3.5. The purpose of the license in terms of this Agreement is to allow the Licensee to indicate, by way of the marking, marketing and offering for sale of the Product that it is one of the Verified Products. The Licensee will therefore:

3.5.1. always use the brand name, which appears in the definition of the Product in the heading of this Agreement, as the principal trade mark of the Product, but not in such a way as would, together with the DECT SECURITY Trade Mark, form a combined or new trade mark;

3.5.2. only use the DECT SECURITY Trade Mark on the Product for the purposes for which it has been tested and certified as being complied with DECT Security Technology, and for no other purpose;

3.5.3. apply the DECT SECURITY Trade Mark on or in relation to the Product in accordance with the directives set out in clause 3.6;

3.5.4. indicate in documentation relating to, or supplied with, the Product, the version of the test plan and supported product profile under which the Product qualified as a Verified Product.

3.6. The Licensee may only use the DECT SECURITY Trade Mark:

3.6.1. in the forms set out in clause 1.1.3;

3.6.2. on the Product itself, in a way which is durable and legible;



- 3.6.3. on primary and secondary packaging for the Product, as well as in instruction documentation packaged with the Product for sale;
- 3.6.4. product brochures and advertising, provided that the DECT SECURITY Trade Mark is placed in a close relationship with a depiction of, or reference to, the Product itself, so that the brochure or advertising can only be understood to mean that the DECT SECURITY Trade Mark applies to the Product and no other product or service.
- 3.7. In the event that Licensee makes reference to the DECT SECURITY Trade Mark when describing the Product in its product literature and advertising, the Licensee shall make the following statement:
- “DECT SECURITY is the trademark of DECT Forum. The trademark may only be applied to products with the written licence of DECT Forum.”
- 3.8. The Licensee shall not use the DECT SECURITY Trade Mark in any manner or form other than allowed under the earlier provisions of this clause 3. In particular, the licence in terms of this Agreement does not authorise the Licensee to use the DECT SECURITY Trade Mark in respect of its business generally. The use of the DECT SECURITY Trade Mark in any manner or form not allowed under the earlier provisions of this clause 3 shall be deemed to constitute a material breach of this Agreement.

The Licensee acknowledges and – apart from its own use of DECT SECURITY under the terms of this Agreement – accepts DECT Forum's potential and free decision to allow specific producers of testing devices (that assure the compliance of the Licensee's Products with the DECT SECURITY Technology) to apply DECT SECURITY on their testing devices and corresponding packaging and descriptions in accordance with clauses 3.6 and 3.7 of this Agreement. Any further rights and obligations between DECT Forum and such producers are subject to a separate agreement between these two parties.

#### **4. Duration**

This Agreement shall commence on the Commencement Date, irrespective of the date

this Agreement has been closed pursuant to clause 13.1, and shall continue, subject to the provisions of this Agreement relating to its earlier termination, until

4.1. 31 December in the following year, whereafter it shall renewed automatically for every succeeding calendar year unless terminated by either party on not less than three months' notice prior to the expiry of the then-current term of this Agreement, or

4.2. the Licensee ceases being a member of DECT Forum,

whichever is the earlier.

## **5. DECT SECURITY Trade Mark**

5.1. The Licensee acknowledges that DECT Forum is the proprietor of the DECT SECURITY Trade Mark and that it has no claim of any nature or any right, title and interest in and to the DECT SECURITY Trade Mark throughout the world, other than in accordance with this Agreement. All goodwill in the DECT SECURITY Trade Mark arising out of its use by the Licensee shall inure to the benefit of DECT Forum.

5.2. The Licensee will not do or caused to be done any act or thing contesting in any way, impairing or tending to impair any part of DECT Forum's right, title and interest in and to the DECT SECURITY Trade Mark or the authorised use of the DECT SECURITY Trade Mark by any of DECT Forum's other licensees. In particular, the Licensee will not disparage the DECT SECURITY Trade Mark or other products to which the DECT SECURITY Trade Mark has been properly applied.

5.3. The DECT SECURITY Trade Mark is the subject of the trademark registrations and applications set out in Exhibit B, which may be updated by DECT Forum from time to time. The Licensee acknowledges that the DECT SECURITY Trade Mark is not registered in all countries of the world. DECT Forum shall be entitled, but not obliged, to allow any registration for the DECT SECURITY Trade Mark to lapse.

5.4. The Licensee hereby undertakes to indicate (e.g. on its website) that the word

mark "DECT" is registered in the name of the European Telecommunications Standards Institute (ETSI) - European Community Trademark Registration No. 981753.

- 5.5. The Licensee shall not attack or contest any registration of DECT-Forum for the DECT SECURITY Trade Mark or any pending application filed by DECT Forum for the DECT SECURITY Trade Mark, or apply to register the DECT SECURITY Trade Mark as a trade mark, certification mark, collective mark or other mark, in its own name, nor shall the Licensee cause any other person to do so or support any other person in doing so.
- 5.6. The Licensee shall have no claim against DECT Forum as a result of the DECT SECURITY Trade Mark not being registered in the name of DECT Forum in any country at any time during the term of this Agreement.

## **6. Registered User**

- 6.1. If the Licensee wishes to record itself as the registered user or licensee of any trade mark registration for the DECT SECURITY Trade Mark in any official register where the DECT SECURITY Trade Mark is registered as a trade mark, it will notify DECT Forum thereof in writing, whereupon the Licensee and DECT Forum shall, subject to applicable law, enter into a registered user agreement in a standard form which does not conflict with the provisions of this Agreement, whereupon the Licensee shall then be entitled to apply to record itself as a registered user or licensee against the registration(s) concerned, and the parties undertake to each other to sign all such forms (including powers of attorney) and to do all such things as maybe necessary to procure such recordal.
- 6.2. The Licensee shall be responsible for and pay all costs associated with the recordal of itself as a registered user or licensee as contemplated in clause 6.1.

## **7. Licence Fee**

- 7.1. The Licensee shall be liable to DECT Forum for a licence fee for each Product licensed in terms of this Agreement in the amount determined in terms of the Regulation from time to time, which licence fee shall be payable on certification of

each Product as a verified Product and on signature of this Agreement or on signature of the updating of the Schedule in terms of clause 3.3.1, as the case may be.

- 7.2. The Qualification Body, which is authorised by DECT Forum to certify the Product as a Verified Product, is also authorised to collect the Licence Fee on behalf of DECT Forum as a condition for certification, unless DECT Forum notifies its full members otherwise by notice in writing.

## **8. Inspections**

- 8.1. DECT Forum will be entitled, at its cost, at any time during normal business hours and with 30 days' prior notice to the Licensee, arrange for the carrying out of an inspection of the facility(-ies) where the Product is manufactured, packaged and/or despatched in order to determine whether the Licensee is using the DECT SECURITY Trade Mark in accordance with the terms of this Agreement, particularly whether the Product is being manufactured and/or offered for the purpose under the certification of the Product as one of the Verified Products and whether use of the DECT SECURITY Trade Mark is being made in accordance with the prescriptions contained in or referred to in this Agreement.
- 8.2. If DECT Forum should find any use or proposed use of the DECT SECURITY Trade Mark in a form or a manner which does not comply with the terms of this Agreement, DECT Forum may notify the Licensee of the nature of such non-compliance and, if the Licensee does not cease all use of the offending material, DECT Forum may suspend the Licensee's right to use the DECT SECURITY Trade Mark in terms of this Agreement until such time as the Licensee has remedied such non-compliance.

## **9. Trade Mark Infringement**

- 9.1. If:

9.1.1. any infringement of any registration for the DECT SECURITY Trade Mark, or

9.1.2. any use of the DECT SECURITY Trade Mark which is apparently not

authorised by DECT Forum, or

- 9.1.3. any registration for, or any application to register, the DECT SECURITY Trade Mark as a trade mark, a certification mark or a collective mark by a person other than DECT Forum,

comes to the attention of the Licensee, the Licensee shall notify DECT Forum of such infringement, use, registration or application, including full details of which it is aware or can reasonably establish.

- 9.2. DECT Forum shall, in its sole discretion, take such steps as it may consider necessary to deal with any case of infringement or unauthorised use of the DECT SECURITY Trade Mark.
- 9.3. The Licensee acknowledges that its use of the DECT SECURITY Trade Mark in respect of goods or services other than the Product or in any other manner not authorised by this Agreement or any other agreement in similar terms which it may have concluded with DECT Forum, may constitute infringement of DECT Forum's trade mark rights and that, in such a case, DECT Forum is entitled to seek relief against the Licensee for breach of this Agreement, trade mark infringement or both.

## **10. Cession, Assignment and Sub-Licensing**

- 10.1. The license in terms of this Agreement is personal to the Licensee, which may not cede or assign any or all of its rights under this Agreement.
- 10.2. The Licensee may not sub-license any or all of its rights in terms of this Agreement or allow any other person to use the DECT SECURITY Trade Mark, subject to the provisions of clause 10.3.
- 10.3. The Licensee may authorise any subcontracted manufacturer or other contractor to apply the DECT SECURITY Trade Mark to the Product or its packaging or any product brochures or advertising material relating to the Product, provided that such application is in terms of this Agreement and such subcontracted manufacturer or contractor agrees to make its facilities available for any inspection

by DECT Forum in terms of clause 7.

## **11. No partnership or agency**

Neither party hereto will be the agent or representative or partner of the other of them for any purpose whatsoever. Nothing in this Agreement will authorise other party to incur any obligation or responsibility whatsoever, whether expressed or implied, on behalf of the other of them, or to bind the other of them in any manner, or to make any representation, commitment or warranty on behalf of the other of them.

## **12. Indemnities**

12.1. The Licensee hereby indemnifies DECT Forum and holds it and its respective officers, agents, directors and employees, harmless from and against any and all claims, causes of action, damages, obligations, liabilities, expenses (including reasonable attorneys' fees) and costs made against DECT Forum by third parties arising directly from:.

12.1.1. the supply and/or use of defective products or services offered or supplied by the Licensee or other persons connected with him using the DECT SECURITY Trade Mark;

12.1.2. any failure to apply the regimens of the DECT Security Qualification Program or omission of the Licensee or its agents in connection with the qualification of products pursuant to the DECT Security Qualification Program, which do not conform with DECT Forum's instructions or test plans (including, without limitation, information or results of product testing);

12.1.3. any failure by the Licensee to comply with applicable laws with respect to the qualification of any products under the DECT Security Qualification Program in the country in which the testing and/or the production is being conducted;

12.1.4. any allegation that any data, materials or information supplied by the Licensee to DECT Forum pursuant to the DECT Security Qualification Program infringe or violate any intellectual property rights of a third party in the country in which

the testing and/or the production is being conducted,

provided that (i) the Licensee is promptly notified of any such claim, (ii) DECT Forum renders reasonable assistance as required (at the Licensee's reasonable expense), and (iii) the Licensee is always involved in the proceedings and relevant decisions are made mutually.

12.2. DECT Forum hereby indemnifies and holds the Licensee and respective officers, agents, directors and employees, harmless from and against any and all claims, causes of action, damages, obligations, liabilities, expenses (including reasonable attorneys' fees) and costs made against the Licensee by third parties arising directly from any allegation that any data, materials, or information supplied by DECT Forum to the Licensee pursuant to this DECT Security Qualification Program ("Materials") or the use of the Materials infringes or violates any intellectual property rights of a third party in the country in which the qualification is being conducted provided that (i) DECT Forum is promptly notified of any such claim, (ii) the Licensee renders reasonable assistance as required (at DECT Forum's reasonable expense), and (iii) DECT Forum is always involved in the proceedings and relevant decisions are made mutually. DECT Forum shall have no liability for any claim of infringement by a third party directed the Licensee if the infringement claim thereof is based on the Licensee's use of the DECT SECURITY Trade Mark or Materials and DECT Forum had, prior to the institution of such claim, instructed the Licensee in writing to discontinue using the DECT SECURITY Trade Mark or Materials in anticipation of such a claim:

12.3. DECT Forum shall not be liable for any general, special, indirect consequential incidental, punitive or other damages of any kind arising out of or in connection with the DECT Security Qualification Program.

### **13. Formation and Termination**

13.1. This Agreement is validly closed:

13.1.1. in the Agreement's standard version retrieved by the Licensee from DECT FORUM's homepage: upon DECT FORUM's receipt of the original counterpart of this Agreement originally signed and sent by fax transmission and by registered mail to DECT FORUM's Fax number and postal address indicated

on DECT FORUM's homepage, or

13.1.2. in a version that diverges from the Agreement's standard version retrievable from DECT FORUM's homepage: upon DECT FORUM's receipt of respective original Agreement originally signed by the parties to this Agreement.

13.2. If the Licensee fails to perform or to observe its obligations in terms of this Agreement and, only in the case of a remediable breach, fails to remedy such breach within thirty (30) days of being requested to do so in writing by DECT Forum, DECT Forum shall have the right to terminate this Agreement by notice in writing to the Licensee.

13.3. If the Licensee:

13.3.1. is the subject of winding up proceedings, including insolvency, bankruptcy, assignment of estate or liquidation, whether voluntary or compulsory, other than for the purpose of reconstruction or restructuring generally; or

13.3.2. has a receiver or a receiving manager appointed; or

13.3.3. ceases to carry on its business,

then DECT Forum shall be entitled to terminate this Agreement by written notice to the Licensee.

13.4. No termination under the earlier provisions of this clause 13 will prejudice any other rights which DECT Forum may have in terms of this Agreement or by law.

13.5. This Agreement shall terminate in respect of any specific Product in the event that such a Product ceases to be a Product in terms of clause 3.3, or if the standard under the DECT Security technology for Verified Products such as that Product changes and the Licensee has not had the Product recertified as required under the Qualification Program.

13.6. In the event that there is no Product in respect of which the licence under this Agreement applies, this Agreement shall not terminate, but the rights granted to the Licensee in terms of this Agreement shall be suspended until such time as the Licensee has another product manufactured by or for it, certified as a Verified Product and such product is added to the Schedule in terms of clause 3.3.

## **14. Effect of Termination**



14.1. The Licensee shall, upon termination of this Agreement for any reason:

14.1.1. cease use of the DECT SECURITY Trade Mark in respect of the Product and cease holding out the Product as being compliant with DECT Security Technology;

14.1.2. cancel any registered user recordal made in terms of clause 6 at its cost, failing which DECT Forum may do so and recover the cost from the Licensee.

14.2. The provisions of clause 14.1 shall apply *mutatis mutandis* to any Product which ceases to be a Product in terms of clause 3.3.

14.3. Termination of this Agreement shall not relieve either party of obligations incurred prior to termination, or which are expressly provided to survive termination or which, by their nature, survive termination.

## **15. Notices**

15.1. The parties choose their respective addresses in the heading of this Agreement for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement.

15.2. Each of the parties shall be entitled from time to time, by written notice to the others, to vary its address to any other physical address.

## **16. Language**

All communications, documentation, meetings, legal proceedings under or related to this Agreement shall be in the English language.

## **17. No Variation**

Subject to clause 13.1.1 for the valid formation of this Agreement, no variation of, or addition or agreed cancellation to this Agreement or its Schedules shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.

## **18. Whole Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.

## **19. Indulgences, Leniency and Extensions of Time**

No indulgence, leniency or extension of time which a party (the "grantor") may grant or show to the other, will in any way prejudice the grantor or preclude the grantor from exercising any of his rights in the future.

## **20. Severability**

If any particular provision and/or term of this agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of this agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

## **21. Governing Law and Dispute Resolution**

21.1. This Agreement shall be exclusively governed by and interpreted under the substantive laws of Switzerland, in particular the provisions of the Swiss Code of Obligations. The civil courts in Berne, Switzerland, shall have sole jurisdiction in respect of any proceedings arising out of or relating to this Agreement.

21.2. The parties agree and acknowledge that a breach of this Agreement may cause irreparable damage to the other party. Accordingly, notwithstanding anything to the contrary set forth in this Agreement, upon any breach of this Agreement by a party, the other party shall be entitled to immediate injunctive relief and other equitable remedies in a court of competent jurisdiction.

21.3. The parties agree that any controversy or dispute arising out of or in connection with this Agreement, including any dispute regarding the validity, legal effectiveness, alteration or termination thereof, as well as any legal relations or legal effects directly or indirectly stemming from this Agreement, shall be resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce before one or three arbitrators appointed according to the said rules. The place of arbitration shall be Berne. The decision of the arbitrators will be final and binding on the parties.

21.4. In any action, suit or proceeding arising out of in connection with this Agreement, a court or a panel of arbitrators may, in its discretion, award to the prevailing party reasonable attorneys' fees and out-of-pocket costs and expenses incurred by it in connection therewith, in addition to any other relief as may be awarded to it.

## 22. Special Conditions:

The following special conditions, which apply to this Agreement, are set out below. To the extent that there may be a conflict between any of the terms of these special conditions and any of the earlier terms of this Agreement, the term of the special conditions shall prevail. In the event that there may be a conflict between any of the terms of these special conditions and any of the terms of the Regulation, the terms of the Regulation shall prevail and the special condition concerned shall be considered as *pro non scripto*.

Special conditions:

„Licensee“

---

place, date

---

name/title

**EXHIBIT A – Registrations and Pending Applications for the DECT SECURITY Trade Mark (Clause 3)**

<b>Country</b>	<b>Number</b>	<b>Class and Goods / Services</b>
European Union	010561959	Class 9: <i>"telecommunication goods, namely cordless telephones and base stations for cordless telephones, all of which have encryption and authentication features"</i>