

ALTO-VALIDATOR TERMS OF USE (TOU)

1. ACCEPTANCE OF THE TOU

The Alcatel-Lucent website has an area (such area called "the ALTO-Validator") which enables, among other things, validation of conformity of test messages to ALTO syntax and protocol.

"You" and "Your" means and refers to the person(s) or legal entity using the ALTO Validator or otherwise exercising rights under the terms herein including those in any posted guidelines, collectively the "TOU". If You are entering into this Agreement on behalf of Your company, organization, educational institution, or other entity, "You" or "Your" refers to such organization, educational institution, or other entity as well.

By using the ALTO Validator in any way or by clicking the "I accept" button at the end, You accept and agree to this TOU on Your own behalf and/or on behalf of Your company, organization, educational institution, or other entity as its authorized legal representative. You further agree that You have the right and authority to enter into this TOU on Your own behalf, or if You are entering into this TOU on behalf of Your company, organization, educational institution, or other entity, that You have the right and authority to legally bind such company, organization, educational institution, or other entity to the terms and obligations of this TOU.

Should You object to any terms or conditions of this TOU or any subsequent modifications thereto, or become dissatisfied with the ALTO Validator in any way, Your only recourse is to immediately discontinue use of the ALTO Validator. Alcatel-Lucent has the right, but is not obligated, to strictly enforce this TOU. Alcatel-Lucent may do this through any available legal or non-legal means, such as self-help, litigation and/or prosecution.

2. MODIFICATIONS OF THIS TOU AND OF THE ALTO VALIDATOR

Alcatel-Lucent reserves the right, at its sole discretion, to change, modify or otherwise alter this TOU (which includes any posted guidelines) at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this TOU on a regular basis to keep Yourself apprised of any changes. You can find the most recent version of this TOU at:

<http://www.wdroome.com/alto/altovalidator-tou.pdf>

3. USE OF THE ALTO VALIDATOR; CONDUCT

You understand that you may use the ALTO Validator only to validate conformity of test messages to ALTO syntax and protocol.

You warrant and represent that you have the right to submit test messages for validation by the ALTO Validator, and that your test

messages do not infringe or misappropriate the intellectual or other property rights of any third party.

You further represent that Your test messages will not be offensive or indecent.

Alcatel-Lucent shall have the right (but not the obligation) in its sole discretion to refuse to process any of Your test messages that are intended for validation using the ALTO Validator, and otherwise to enforce this TOU for violating the letter or spirit of this TOU or for any other reason.

You agree not to use the ALTO Validator to validate test messages in any manner that:

- is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- is pornographic;
- harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or appropriates, as Your test messages, materials that You do not have a right to make available in accordance with the license terms you have provided for Your test messages, under any law or under contractual or fiduciary relationships;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the ALTO Validator;
- disrupts the normal operation of the ALTO Validator with an excessive amount of Your test messages or that otherwise negatively affects other users' ability to use the ALTO Validator; or
- employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Your test messages used in the ALTO Validator.

4. LIMITATIONS ON USE OF THE ALTO VALIDATOR

You acknowledge that Alcatel-Lucent may establish limits concerning Your use of the ALTO Validator, including the maximum size of test messages that may be validated.

You acknowledge that Alcatel-Lucent shall not be liable to You or to any third party for any modification, suspension or discontinuance of the ALTO Validator.

5. DISCONTINUANCE OF THE ALTO VALIDATOR

You agree that Alcatel-Lucent, in its sole discretion, has the right to modify the operation of the ALTO Validator, or to terminate Your access to or use of the ALTO Validator (or any part thereof), immediately and without notice, and/or to discontinue the availability of the ALTO Validator. Further, You agree that Alcatel-Lucent shall not be liable

to You or any third-party for any termination of Your access to the ALTO Validator. Further, You agree not to attempt to use the ALTO Validator after such termination.

Rights, obligations or provisions of this TOU which, by their nature would continue beyond termination of Your access shall survive and continue after any such termination. By way of example and not limitation, the provisions of Sections 6, 7, 8 and 10 shall survive and continue after any such termination.

6. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE ALTO VALIDATOR IS ENTIRELY AT YOUR OWN RISK. THE ALCATEL-LUCENT SITE ON WHICH THE ALTO VALIDATOR IS LOCATED AND THE ALTO VALIDATOR ITSELF (INCLUDING ALL MATERIALS THEREIN) ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, ALCATEL-LUCENT DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE ALCATEL-LUCENT SITE, THE ALTO VALIDATOR AND THE MATERIALS IN THE ALTO VALIDATOR BY ANY PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW, ALCATEL-LUCENT DISCLAIMS ANY WARRANTIES FOR OTHER WEBSITES OR GOODS OR SERVICES RECEIVED THROUGH OR ADVERTISED ON THE ALCATEL-LUCENT SITE OR THE SITES OR THE ALTO VALIDATOR, OR ACCESSED THROUGH ANY LINKS ON THE ALCATEL-LUCENT SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, ALCATEL-LUCENT DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE ALCATEL-LUCENT SITE, THE ALTO VALIDATOR OR THE MATERIALS CONTRIBUTED TO THE ALTO VALIDATOR BY ANY PARTY. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to You insofar as they relate to implied warranties.

7. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ALCATEL-LUCENT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ALCATEL-LUCENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE ALCATEL-LUCENT SITE OR THE ALTO VALIDATOR (WHICH SHALL BE DEEMED TO REFER AS WELL TO THE MATERIALS CONTRIBUTED TO THE ALTO VALIDATOR), WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE ALCATEL-LUCENT SITE OR THE ALTO VALIDATOR, FROM INABILITY TO USE THE ALCATEL-LUCENT SITE OR THE ALTO VALIDATOR, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE ALCATEL-LUCENT SITE OR THE ALTO VALIDATOR. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER ALTO VALIDATORS OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE ALCATEL-LUCENT SITE OR THE ALTO VALIDATOR OR ANY LINKS ON THE ALCATEL-LUCENT SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE ALCATEL-LUCENT SITE OR THE ALTO VALIDATOR OR ANY LINKS ON THE ALCATEL-LUCENT SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to You.

8. INDEMNITY

You agree to indemnify and to hold Alcatel-Lucent, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of your use of the ALTO Validator, Your violation of this TOU, Your breach of any of the representations and warranties herein, or Your violation of any rights of another.

9. EXPORT CONTROL

You acknowledge that test messages submitted for validation in the ALTO Validator may be subject to United States export control laws and agrees that any use or transfer of such test messages shall be authorized under the United States Export Administration Regulations, 15 C.F.R. Parts 730-774, ("Export Regulations") administered by the United States Department of Commerce, Bureau of Industry and Security. You shall not, directly or indirectly, use, distribute, transfer or transmit test except in compliance with the Export Regulations.

10. GENERAL

This TOU (including any posted guidelines) constitutes the entire agreement between You and Alcatel-Lucent and governs Your use of the ALTO Validator, superseding any prior agreements between You and Alcatel-Lucent relating to the subject matter of this TOU and merges all prior discussions. This TOU and the relationship between You and Alcatel-Lucent shall be governed by the laws of the State of New York without, without regard to its conflict of law provisions. You and Alcatel-Lucent agree to submit to the personal and exclusive jurisdiction of the courts located within the county of New York, New York. The failure of Alcatel-Lucent to exercise or enforce any right or provision of this TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the ALTO Validator or this TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Our failure to act with respect to a breach by You or others does not waive our right to act with respect to subsequent or similar breaches.

In the event of Your breach of the provisions of this TOU, You agree to pay Alcatel-Lucent's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this TOU, Alcatel-Lucent retains the right to seek the remedy of specific performance of any term contained in this TOU, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this TOU, or any combination thereof. Alcatel-Lucent shall not be required to post any bond or other security.