

PARTICIPATION AGREEMENT

Introduction

The Telecommunications Industry Association, hereinafter TIA, requires that any user wishing to participate in the Broadband Nation training directory must register an account and comply with the Rules and other terms of this Agreement. Your continued access to the Broadband Nation registration area is contingent on your acceptance of this Agreement. After you have accepted this Agreement, you may participate in the features and functions provided to you as a registrant. TIA shall be referred to herein as the host of Broadband Nation portal. A person or company registering for Broadband Nation portal is a user or registrant as defined herein.

If you have any questions about the Agreement, please let us know. You may reach us as follows:

broadbandnation@tiaonline.org

Rules

1. The registration area of Broadband Nation portal is provided as a service of the Association. Any information posted by users must be related to the purposes of Broadband Nation program. TIA reserves the right to remove postings and registrations deemed not in the best interests of TIA or its programs and services.
2. The registration is to be used only by individuals and companies interested in obtaining and disseminating information and communications technology (ICT) related training and job openings.
3. Those using the Broadband Nation portal are solely for the purpose of sharing information on training and job openings in the ICT industry. People and companies are prohibited from posting any incomplete, false, or inaccurate information, including but not limited to defaming information or information that may violate antitrust laws or laws governing competition.
4. Those using Broadband Nation portal do so for the purpose of posting helpful information such as employment opportunities, training information, *etc.* shall abide by all local, state, and federal laws with regard to hiring and employment and competition. Such users shall be prohibited from posting any sales information, pyramid scheme, "club membership," distributorship, or sales representative agency arrangement or other opportunity that requires an up-front or periodic payment or recruitment of other members, sub-distributors or sub-agents.
5. Users shall exercise both common sense and courtesy when posting information and shall not use Broadband Nation portal to transmit defamatory, disparaging, obscene or offensive materials or communications. TIA reserves the right to remove any information uploaded to the Broadband Nation portal at its sole discretion.
6. Users and registrants of Broadband Nation portal are prohibited from uploading or distributing any information subject to trademark, copyright, or other proprietary rights except with the express consent of the owner of the rights. Once uploaded to Broadband Nation portal, TIA shall be given a non-

exclusive, worldwide, non-revocable, compensation free license to display, have displayed or otherwise disseminate the uploaded information.

7. Posted information will not be treated as confidential. It will be open to the public and to the industry for review and consumption.

8. Registrants and users of Broadband Nation portal shall respect the security of the web site and shall not attempt to delete or revise material posted by any other user or to gain access to areas private to TIA.

TERM AND TERMINATION

The term of this Agreement is for 12 months from the date of registering an account with Broadband Nation. The Agreement will automatically renew unless cancelled 30 days before the 12-month term expires. This Agreement may be terminated by either Party to this Agreement for cause or due to bankruptcy, sale, or discontinuation of the Portal with the services currently offered to Users/Registrants.

Refund Policy

Once a training course, job listing or other information has been posted, there is no refund of any fees charged for access provided to Broadband Nation portal.

Information is Maintained User/Registrant

Information posted on the website shall be maintained by the Subscriber whenever possible. Users will have the ability to edit and add their own submissions. Users must notify TIA via a written e-mail to broadbandnation@tiaonline.org if an institution or course listing is to be removed from the directory or if the user/registrant needs to be changed. These limitations are in place to protect and enforce data integrity and privacy. All content posted by Subscriber shall be free of any defamatory statements and must comply with all applicable laws and regulations.

Limitation of Liability and Indemnity

TIA makes no warranty, guarantee, or representation as to the accuracy, sufficiency, or security of information posted or transmitted by users and assumes no responsibility or liability in connection with the use or misuse of such information. TIA assumes no liability or responsibility for the quality, safety or legality of the employment opportunities or biographical information posted, the truthfulness or accuracy of the listings, the ability of employers to offer employment opportunities or training companies to offer training classes, certificates or course to candidates or the ability of candidates to fill job openings. **NEVERTHELESS, TIA RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND REMOVE MESSAGES OR MATERIALS THAT IT BELIEVES ARE NOT IN THE BEST INTERESTS OF THE ASSOCIATION.**

TIA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING, BUT NOT LIMITED TO THE HOST OF THE Broadband Nation, ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF, OR INABILITY TO USE, THE PORTAL, WHETHER BASED ON WARRANTY, CONTRACT,

TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE USER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Choice of Law

This Agreement shall be governed in all respects by the laws of the State of Virginia regardless of its choice of law rules. In addition, users consent to be subject to the exclusive jurisdiction of the state and federal courts of Virginia in the event of any dispute between the parties.

Dispute Resolution

Either Party may seek a Restraining Order or Injunction to maintain the status quo or prevent irreparable harm. At the end of any of the Dispute Resolution steps described below, either Party may go to the next step or may invoke Termination provisions. When ordinary discussions between the primary staff people at TIA and the user of Broadband Nation portal fail to resolve the dispute, the chief executive of each Party will meet face-to-face and negotiate in good faith to resolve the dispute. When those negotiations fail, or if they do not succeed within 30 days from when they began, either Party may submit the dispute to binding arbitration under arbitration procedures mutually agreed upon and designed to facilitate a final arbitration decision within 90 days at a total out-of-pocket cost to each Party of no greater than \$25,000. All proceedings will be held in Arlington County, VA. This Agreement will remain in force without interruption of services or payments during dispute resolution. Each Party will pay its own costs of dispute resolution, including attorney fees and court costs. Neither Party will disclose the nature of any dispute or the terms of any court action or arbitration to any third party unless ordered to do so by a court or government agency.

Amendment

TIA reserves the right to modify or change the rules and terms of Broadband Nation portal as it determines from time-to-time in the best interests of TIA or the industry.