**AGREEMENT REGARDING**

**ISSUANCE OF BLUETOOTH SIG ASSIGNED NUMBERS**

|  |  |
| --- | --- |
| Number(s) Requested | [ ]  16-bit UUID |
| [ ]  TDS Org ID |
| [ ]  Mesh Model ID |
| [ ]  Mesh Opcode |
| [ ]  Company ID |
| [ ]  Other [….] |

Requestor to complete HIGHLIGHTED fields and return to specification.manager@bluetooth.com

This Agreement Regarding Issuance of Bluetooth SIG assigned numbers (this “**Agreement**”) is entered into and effective as of [SIG TO INSERT DATE] (the “**Effective Date**”) by and between Bluetooth SIG, Inc. (“**Bluetooth SIG**”) and [NAME OF ORGANIZATION] (“**Organization**”) and governs the issuance by Bluetooth SIG of the number(s) set forth in Exhibit A (each, an **“Assigned Number”**) for use by members of Bluetooth SIG implementing the Bluetooth Specification to communicate that the member’s Bluetooth product implements the specification(s) set forth in Exhibit A and defined by Organization (each, a “**Custom Specification**”).

1. **ISSUANCE OF ASSIGNED NUMBER.** Subject to Organization’s compliance with this Agreement, Bluetooth SIG will issue the Assigned Number(s) that will be used to identify the Custom Specification(s) as set forth in Exhibit A.
2. **CRITERIA.** Bluetooth SIG retains sole discretion over issuance of Assigned Numbers and will not issue any Assigned Numbers to Organization until Bluetooth SIG has determined, in its sole discretion, that Organization has satisfied all of Bluetooth SIG’s requirements. Organization represents and warrants it is, and covenants that it will remain throughout the term of this Agreement, a standards development organization that is open to all companies that wish to join and whose specifications are available on a non-discriminatory basis.
3. **MANAGEMENT OF ASSIGNED NUMBERS.** Organization agrees that Bluetooth SIG owns all Assigned Numbers and retains sole control over the issuance of Assigned Numbers. Bluetooth SIG may revoke and reassign Assigned Numbers at any time if: (a) Organization breaches this Agreement; (b) Organization fails to release the Custom Specification by the Revocation Date specified in Exhibit A; (c) Bluetooth SIG reasonably determines that revocation or reassignment is necessary to minimize: (i) the risk of liability or harm to the Bluetooth technology, Bluetooth SIG, or Bluetooth SIG’s members or (ii) interference or interoperability issues; or (d) this Agreement terminates. Organization will, as soon as reasonably practicable but in no event more than 90 days following Bluetooth SIG’s revocation or reassignment of any Assigned Number, remove all references to the use of the Assigned Number in its specifications or other written documentation. Organization agrees that Bluetooth SIG may communicate to the public that an Assigned Number has been assigned to a Custom Specification (including by providing a description of the Custom Specification) and use Organization’s name, trademarks, logos, the Custom Specification name and description, and other identifying information of Organization when communicating about an Assigned Number assigned to a Custom Specification, including on Bluetooth SIG’s website.
4. **ORGANIZATION OBLIGATIONS.**  Organization agrees as follows:
	1. Organization will only publish the Assigned Number in specifications and documentation related to the Custom Specification that include, within reasonably close proximity (e.g., on the same page) to the Assigned Number the following notice: “The Assigned Number is provided by Bluetooth SIG, Inc. and may only be used by its members in compliance with all terms and conditions of use issued by Bluetooth SIG, Inc. For more information visit https://www.bluetooth.com/specifications/assigned-numbers.”
	2. To the extent Organization makes any statements (including in its specifications) regarding an Assigned Number, those statements will: (i) be complete, accurate, and not be misleading; and (ii) refer to the Bluetooth SIG website for more information regarding the Assigned Number. For the avoidance of doubt, nothing in the preceding sentence is intended to limit an Organization’s ability to specify requirements for the implementation of the Custom Specification (including requirements relating to use of the Assigned Number when implementing the Custom Specification), so long as Organization refers to the Bluetooth SIG website and the requirements do not conflict with or interfere with the proper implementation of Bluetooth specifications.
	3. Organization will not use, and will not encourage or authorize any third party to use, any number in connection with its implementation of Bluetooth technology or any Bluetooth specification other than the applicable number assigned by Bluetooth SIG and published on Bluetooth SIG’s website, including to identify a non-Bluetooth service or standard in connection with implementing the Bluetooth Specification.
	4. Organization will hold in strictest confidence and will not use or disclose or permit access to, by any third party (including subsidiaries and affiliates), any Confidential Information of Bluetooth SIG. **“Confidential Information**” means all non-public information designated as confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Confidential Information includes all business and financial information, technical and non-technical information, proprietary information, patent applications, innovations and inventions (whether or not patentable), know-how and trade secrets, discoveries, ideas, concepts, works of authorship, the terms and conditions of this Agreement, product plans, roadmaps, strategy, designs, specifications, sketches, drawings, models, processes, algorithms, software programs, members, investors, employees, business and contractual relationships, marketing plans, business policies or practices and any information received from others that Bluetooth SIG is obligated to treat as confidential.  Confidential Information does not include any information that: (i) was known by Organization without obligation of confidentiality prior to disclosure; (ii) was in or entered the public domain through no fault of Organization; (iii) is disclosed to Organization by a third-party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (iv) is independently developed by Organization without reference to any Confidential Information of Bluetooth SIG.  Organization will notify Bluetooth SIG promptly in writing if it learns of any unauthorized use or disclosure of Bluetooth SIG Confidential Information and will cooperate in good faith to remedy the occurrence to the extent reasonably possible.  Organization acknowledges that a breach of this provision would result in irreparable harm to Bluetooth SIG, for which money damages would be an insufficient remedy, and therefore, Bluetooth SIG will be entitled to seek injunctive relief to enforce the provisions of this Section.
5. **ASSIGNED NUMBER PROTECTION.** Organization acknowledges and agrees that Bluetooth SIG is not responsible for the use of any Assigned Number by any third party (including its members). Bluetooth SIG has no liability for, and expressly disclaims any liability and damages resulting from, use or misuse of an Assigned Number by any person or entity, including use of an Assigned Number in a product that does not utilize or implement the corresponding Custom Specification, or in a manner that does not comply with the Bluetooth Specification or, if applicable, Organization’s specifications. Bluetooth SIG has no obligation to take any action to prevent or stop any use or misuse of an Assigned Number by any person or entity.
6. **RESERVATION OF RIGHTS.** Organization acknowledges and agrees that Bluetooth SIG owns all right, title, and interest in and to the Assigned Number(s) and that no licenses are granted under this Agreement to Organization or any third party by implication, estoppel, or otherwise.
7. **INDEMNIFICATION.** Organization will defend, indemnify and hold harmless Bluetooth SIG and its officers, directors, employees, agents, and affiliates from and against any and all claims, actions, causes of action, liabilities, damages, costs and expenses, including reasonable attorneys’ fees, arising out of or related to claims or actions brought or made by any third parties (including Organization’s customers, members, or users) against Bluetooth SIG as a result of: (a) Organization’s breach of this Agreement; or (b) any statements made by Organization regarding an Assigned Number, Bluetooth SIG, the Bluetooth technology, and any related documentation and specifications. Bluetooth SIG will: (i) give Organization prompt written notice of a claim subject to indemnification under this Section (provided that any delay in notification will not relieve Organization’s indemnity obligations except to the extent that the delay impairs Organization’s ability to defend); (ii) cooperate reasonably with Organization (at Organization’s expense) in connection with the defense and settlement of the claim; and (iii) permit Organization to control the defense and settlement of the claim, provided that Organization may not settle the claim without Bluetooth SIG’s prior written consent (which will not be unreasonably withheld), and provided further that Bluetooth SIG may participate in the defense and settlement of the claim (at Bluetooth SIG’s expense) with counsel of its own choosing.
8. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG IN CONNECTION WITH THIS AGREEMENT IS PROVIDED “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH ORGANIZATION. BLUETOOTH SIG AND ITS MEMBERS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, BLUETOOTH SIG AND ITS MEMBERS MAKE NO WARRANTY THAT (A) ANY ASSIGNED NUMBER OR THE USE OF ANY ASSIGNED NUMBER WILL BE ERROR-FREE OR MEET ORGANIZATION’S NEEDS; (B) ANY INFORMATION OBTAINED THROUGH BLUETOOTH SIG WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (C) ANY DEFECTS OR ERRORS IN ANY INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG WILL BE CORRECTED. ALL INFORMATION PROVIDED BY OR OBTAINED THROUGH BLUETOOTH SIG IS ACCESSED AT ORGANIZATION’S OWN RISK, AND ORGANIZATION WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM.
9. **LIMITATION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLUETOOTH SIG (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ASSIGNED NUMBER EVEN IF BLUETOOTH SIG (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) OR ANY MEMBER, SUPPLIER, OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **LIMITATION OF BLUETOOTH SIG’S LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTIONS 8 OR 9, BLUETOOTH SIG’S (INCLUDING ITS EMPLOYEES, OFFICERS, AND DIRECTORS) MAXIMUM, AGGREGATE LIABILITY TO ORGANIZATION, AND ORGANIZATION’S EXCLUSIVE REMEDY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ASSIGNED NUMBER WILL BE NO GREATER THAN $50.00. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO this agreement or AN ASSIGNED NUMBER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF MONEY DAMAGES WHICH WILL BE organization’s SOLE AND EXCLUSIVE REMEDY.
11. **INDEPENDENT REMEDIES.** The exclusion of damages under Section 9 is independent of Organization’s exclusive remedy in Section 10 and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each of the limitations of liability in Sections 8 through 10 apply without regard to whether loss, liability, or damage arises from (i) breach of contract, (ii) breach of warranty, (iii) fault or tort, including negligence and misrepresentation, (iv) strict liability, or (v) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.
12. **TERM AND TERMINATION.**
	1. The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with this Section 12 (“**Term**”).
	2. Either party may terminate this Agreement upon 30 days’ prior written notice to the other party, if the other party materially breaches the Agreement and fails to cure within the 30-day notice period.
	3. Bluetooth SIG may terminate this Agreement immediately upon written notice to Organization if: (i) Organization breaches Section 4(C); or (ii) Organization becomes insolvent; is generally unable to pay, or fails to pay, its debts as they become due; files, or has filed against it, a petition for voluntary or involuntary bankruptcy or any other insolvency law; makes or seeks to make a general assignment for the benefit of its creditors; or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business.
	4. Upon termination of this Agreement, the following provisions of this Agreement will survive: Sections 3 through 11; Section 12(D); and Sections 13 through 15.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington without reference to its conflict of laws provisions. Organization agrees to submit to the exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington, United States, for any and all disputes, claims, and actions arising from or in connection with an Assigned Number or this Agreement.
14. **NOTICES.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the address of the party listed below its signature. A party may change its contact and address for receipt of notices by providing notice pursuant to this Section. Notice will be deemed to have been given as of the date it is received.
15. **GENERAL.** Section titles are only for convenience and have no legal or contractual significance. Any list of examples following “including” or “e.g.,” is illustrative and not exhaustive, unless qualified by terms like “only” or “solely.” Bluetooth SIG’s failure to act with respect to a breach by Organization or others does not waive its rights to act with respect to subsequent or similar breaches. A waiver will only be binding on Bluetooth SIG if it is in a written document signed by Bluetooth SIG. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect. Organization and Bluetooth SIG intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, Organization and Bluetooth SIG agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Bluetooth SIG may assign this Agreement, in whole or in part, at any time with or without notice to Organization. Organization may not assign or transfer this Agreement or any of its rights under this Agreement. This Agreement will be binding upon Bluetooth SIG’s successors and assigns. This Agreement constitutes the entire agreement between Organization and Bluetooth SIG with respect to any Assigned Number listed in Exhibit A. Both Organization and Bluetooth SIG warrant to each other that, in entering this agreement, neither Bluetooth SIG nor Organization has relied on nor will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in this Agreement. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than Organization and Bluetooth SIG, or Bluetooth SIG’s successors and permitted assigns, will have any right to enforce this Agreement. This Agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

 IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

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| --- | --- |
| **BLUETOOTH SIG:**Bluetooth SIG, Inc.Signed: By: Its: Date signed: **Address for Notices:**ATTN: Executive Director5209 Lake Washington Blvd. NE, Suite 350Kirkland, WA 98033 | **ORGANIZATION:**[NAME OF ORGANIZATION] Signed: By: Its: Date signed: **Address for Notices:**    |

**Exhibit A**

**Assigned Numbers**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Number Requested** | **Assigned Number** | **Custom Specification Name** | **Custom Specification Description** | **Custom Specification planned publication date**  | **Revocation Date** |
|  | [ ]  16-bit UUID[ ]  TDS Org ID[ ]  Mesh Model ID[ ]  Mesh Opcode[ ]  Company ID[ ]  Other [….] | **[SIG TO INSERT NUMBER]** | [INSERT NAME OF CUSTOM SPECIFICATION ASSIGNED NUMBER IS USED TO IDENTIFY] | [INSERT DESCRIPTION OF CUSTOM SPECIFICATION] | [INSERT DATE ORGANIZATION PLANS TO PUBLISH CUSTOM SPECIFICATION] | [INSERT DATE THAT SIG MAY REVOKE THE NUMBER IF SPECIFICATION IS NOT PUBLISHED] |
|  | [ ]  16-bit UUID[ ]  TDS Org ID[ ]  Mesh Model ID[ ]  Mesh Opcode[ ]  Company ID[ ]  Other [….] | **[SIG TO INSERT NUMBER]** | [INSERT NAME OF CUSTOM SPECIFICATION ASSIGNED NUMBER IS USED TO IDENTIFY] | [INSERT DESCRIPTION OF CUSTOM SPECIFICATION] | [INSERT DATE ORGANIZATION PLANS TO PUBLISH CUSTOM SPECIFICATION] | [INSERT DATE THAT SIG MAY REVOKE THE NUMBER IF SPECIFICATION IS NOT PUBLISHED] |

NOTE: As set out in section 3. of the Agreement, Bluetooth SIG may publish the Custom Specification Name and Custom Specification Description on the Bluetooth SIG website.

**[INSERT NAME OF ORGANIZATION] Details**

|  |  |
| --- | --- |
| **Type of Entity** | **[Entity Type]** |
| **Describe ownership of Custom Specification and licensing model** | **[Ownership of Custom Specification and licensing model]** |
| **Organization Technical Contact** | **[NAME, Phone #, Email]** |
| **Organization Administrative Contact** | **[NAME, Phone #, Email]** |
| **Bluetooth SIG Associate/Promoter Member sponsoring Organization** | **[NAME, Phone #, Email, Member Company Name]** |