IMS FORUM

MEMBER PARTICIPATION AGREEMENT
TERMS AND CONDITIONS

1. Incorporation

IMS Forum ("***Association***") is organized as a nonprofit corporation under the laws of the State of Colorado. The Articles of Incorporation and initial form of Corporate Bylaws of the Association are set forth in **Exhibit 1** ("***Corporate Documents***"). By executing this Participation Agreement, Participant consents to the form of the Corporate Documents. Participant acknowledges that the Corporate Documents may be amended from time to time in accordance with the provisions of the Corporate Documents and as may be allowed by law. The Association intends to or has filed for tax exempt status under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, and Participant agrees not to engage in activities for or on behalf of the Association that may adversely affect the nonprofit or tax-exempt status of the Association.

2. Purposes of Association

The Association's purposes are to improve existing and new products related to or involved with the communications industry by promoting interoperable internet protocol-based, real-time interactive communications and related applications. By promoting interoperability, the Association intends to endorse and create technical standards that encourage rapid advancement of application development by the emerging internet-protocol-based communications industry. In order to accomplish these purposes, the Association will engage in the following types of activities:

(a) Endorse and support Approved Interface Specifications;

(b) Sponsor, conduct and participate in conferences and seminars;

(c) Engage in distributing software that implements or promotes the use of Approved Interfaces Specifications;

(d) Develop and participate in developing Distributable Implementations;

(e) Create and/or facilitate the development of an open architecture testing environment;

(f) Sponsor, conduct and participate in interoperability events;

(g) Provide information to Members and the industry by maintaining a web site, publishing newsletters and issuing press releases;

(h) Collaborate with other organizations in developing and promoting Approved Interface Specifications, Distributable Implementations and other

open architecture and open source standards related to Approved Interface Specifications; and

(i) Such other activities as may be approved by the Board of Directors.

The Association and its Members shall individually and collectively be committed to open competition in the development of products, technology and services, and Members shall not be restricted in any way from designing, developing, marketing and/or procuring hardware, software, systems, technology or services. Implementation or use of specific Approved Interface Specifications is voluntary. No Member shall be required or obliged to implement Approved Interface Specifications by virtue of being a Member of the Association.

3. Participation as a Member; Dues

Subject to the terms of **Section 8**, upon acceptance of this Participation Agreement by the Association and payment of the appropriate dues, Participant shall be a Full Member or Affiliate Member, as determined by the Board of Directors. Each member shall pay annual dues according to schedules which from time to time may be prescribed by the Board of Directors. Subject to the terms of **Section 8**, Participant may renew its Member status by paying the then-current annual dues established by the Board of Directors. Failure to pay annual or specially assessed dues when due shall result in termination and/or non-renewal of Participant's membership pursuant to **Section 8(d).** Membership dues are non-refundable, except in the case of a distribution upon the event of dissolution as set forth in the Corporate Bylaws. If Participant is a commercial organization with annual revenues less than $50 million and during Participant's membership period Participant's annual revenues exceed $50 million, then Participant shall be required to pay the increased dues amount upon Participant's membership renewal. The Board of Directors may increase or decrease the annual dues required of Members or the annual revenue amounts for the tiered dues structure in accordance with the Corporate Bylaws. All dues shall be used in furtherance of the purposes of the Association.

4. Duties and Rights of Members

The duties, rights, privileges and obligations of Members are set forth in the Corporate Bylaws and as may otherwise be provided under Colorado law. Without limiting the generality of the foregoing, each Member shall be entitled to one (1) vote in the following matters:

(a) Election of Board of Directors;

(b) Election of Technical Advisory Council; and

(c) Adoption of Approved Interface Specifications.

The Voting Representative of Member is identified by Member on the second page of the Member Application Agreement. The Voting Representative may be changed by Member in accordance with the Corporate Bylaws.

If Participant is a consortium, association or other similar organization or otherwise has members or sponsors, the rights and privileges granted to Participant as a Member shall extend only to Participant, and not to Participant's members or sponsors.

5. Intellectual Property Rights

Participant agrees to the terms and conditions of the Intellectual Property Rights ("***IPR***") Policy attached hereto as **Exhibit 2**. Participant acknowledges and understands that the IPR Policy may be revised from time to time in accordance with the provisions of the Corporate Bylaws. Each Member shall have the option to apply the revised IPR Policy prospectively, in lieu of the IPR Policy attached hereto, from the date a revised IPR Policy is approved for a particular Member as set forth above.

6. Confidential Information

Except as otherwise identified by a Member, any information Participant submits or discloses to the Association, including the TAC and any Working Groups thereof, shall be treated as non-confidential and shall be available to all Members without restriction. Any information Participant submits or discloses to the Association, including the TAC and any Working Groups thereof, marked by the Member as "confidential" information, or if orally disclosed such information as reduced to writing and identified as Confidential within three (3) business days from the date of disclosure, shall be treated as Confidential information with respect to non-Members of the Association, except for any portion thereof that constitutes information: (a) rightfully in the public domain other than by a breach of a duty to the disclosing party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by employees of the receiving party; or (e) generally made available to third parties by the disclosing party without restriction or disclosure. Such Member Confidential information shall be maintained by each Member in confidence with at least the same degree of care that it uses to protect its own proprietary information and in no event with less than reasonable care, and each Member that receives such Confidential information shall only use such Confidential information for the Association purpose for which it was submitted. In the event a Member breaches the obligation of confidentiality, the sole and exclusive remedy of a Member claiming the confidentiality shall be to seek recourse against the breaching Member and the Association shall have no liability with respect to such breach. Non-Members seeking access to a Member's Confidential information that has been provided to the Association must reach an agreement with the Member claiming the confidentiality as condition for being provided the Member's Confidential information. Member Confidential information will not be included in a Association Approved Interface Specification unless the Member claiming the confidentiality waives its confidentiality.

7. Prohibited Activities

Participant agrees to the terms and conditions of the Antitrust Guidelines attached hereto as **Exhibit 3**.

8. Term and Termination

(a) **Term**. Participant acknowledges that the Association shall have an initial corporate term of five (5) years following its date of incorporation, which term may be extended by the Association as provided in the Corporate Documents. This Participation Agreement shall commence on the acceptance date and remain in effect until the earlier of: (a) expiration of the Association's corporate term; (b) such time as Participant elects not to renew its Member status as provided in **Section 3**; (c) such time as Participant elects to voluntarily withdraw as a Member of the Association as provided in **Section 8(b)**; and (d) termination of Participant's status as a Member as provided in **Section 8(c)**.

(b) **Voluntary Withdrawal as Member**. Upon written notice to the Association, Participant shall have the right to withdraw as a Member of the Association. Upon such withdrawal, Participant shall have no right to receive a refund of any previously paid dues, and the terms of the IPR Policy set forth in **Exhibit 2** shall survive such withdrawal with respect to the Necessary Claims of Participant existing as of the withdrawal date.

(c) **Termination of Membership**. Upon the affirmative vote of not less than two-thirds (2/3) of the Board of Directors, and subject to the requirements of applicable law, the Association shall have the right to terminate Participant's status as a Member of the Association for cause. The term "for cause" shall mean Participant's failure to materially comply with its obligations under this Participation Agreement. Upon such termination, Participant shall have no right to receive a refund of any previously paid dues and the terms of the IPR Policy set forth in **Exhibit 2** shall survive such termination with respect to the Necessary Claims existing as of the termination date.

(d) **Failure to Pay Annual or Specially Assessed Dues**. Participant acknowledges that Member status is conferred on an annual basis and that any renewal of membership, or in the case of a special assessment, continuation of membership, is contingent upon payment of the applicable dues. If Participant fails to pay the applicable annual or special assessment dues when required: (i) Participant's Member status will not be renewed in the case of failure to pay the annual dues or will be terminated in the case of failure to pay the specially assessed dues; (ii) Participant shall be entitled to continue participation only upon re-application to the Association; and (iii) Participant waives any notice or process requirements in connection with such nonrenewal and/or termination of membership status.

9. Disclaimer of Warranties

NEITHER PARTY HERETO MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE, DOCUMENTATION, INTERFACES, SAMPLE IMPLEMENTATIONS OR ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE TO PARTICIPANT, THE ASSOCIATION OR ANY OF ITS MEMBERS HEREUNDER, OR WITH RESPECT TO ANY STANDARD OR INTERFACE APPROVED, PROMOTED OR ENDORSED BY THE ASSOCIATION OR ANY OF ITS MEMBERS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY OF THE FOREGOING ITEMS DO NOT INFRINGE OR CONSTITUTE A MISAPPROPRIATION OF THE PROPRIETARY RIGHTS OF THIRD PARTIES. EACH PARTY AGREES THAT ALL SUCH ITEMS ARE PROVIDED OR MADE AVAILABLE HEREUNDER "AS IS."

10. Limitation of Liability

The Association shall not be liable to Participant for any direct, indirect, incidental, consequential, special or punitive damages including, without limitation, lost profits, sustained or incurred by Participant in connection with or as a result of Participant's participation in the Association and not attributable to the actions or inactions of the Association under this Participation Agreement. Except for the indemnity obligations under **Section 11** below, neither party shall be liable to the other for any indirect, special, exemplary or consequential damages, even if advised of the possibility of such damages.

11. Indemnification

Participant shall indemnify, defend and hold harmless the Association and its directors, officers, employees, representatives, agents, attorneys, successors and assigns (collectively, the "***Indemnified Parties***") from and against any and all claims, suits, proceedings, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Participant's failure to materially comply with any of its obligations under this Participation Agreement. The Indemnified Parties promptly shall notify Participant of any such claims, suits or proceedings and, at Participant's sole cost and expense, reasonably cooperate with Participant in the defense of such claims, suits or proceedings. Participant's cumulative liability pursuant to this **Section 11** shall not exceed Five Hundred Thousand Dollars ($500,000).

12. Insurance

The Association may purchase and maintain insurance on behalf of any person who is or was a Member, director, TAC Director, committee member, officer, employee or Working Group member of the Association covering the activities of such persons related to the business of the Association.

13. Notices

Any written notice required or permitted to be delivered pursuant to this Participation Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier, with a confirmation copy sent via overnight mail, provided that confirmation of such overnight delivery is received by the sender; (d) one (1) business day after deposit with a national overnight courier, provided that confirmation of such overnight delivery is received by the sender; (e) upon transmission if sent via e-mail, with a confirmation copy sent via telecopier same day, in each case addressed to the following:

If to Participant: The Contact/Representative at the address identified on the cover page of this Participation Agreement

or to such other individual or address as may be specified by either party hereto upon notice given to the other.

14. Binding Nature and Assignment; Transfer of Membership Interest

This Participation Agreement shall be binding on the parties and their successors and as-signs.

If to the Association:	With a copy to:
IMS Forum	Gallitano & O'Connor LLP
c/o AMS	257 E. Main Street, Suite 300
39355 California Street, Suite 307	Barrington IL, 60010
Fremont, CA 94538	Attention: Dennis J. Gallitano
Attention: Debbie Hetland	Telecopier: 224-663-5011
Telecopier: 510-608-5917	E-mail:
E-mail: dhetland@packetcomm.org	dennis.gallitano@gallitanooconnor.com

Participant shall not assign or otherwise transfer its membership interest nor this Participation Agreement, or any part hereof, whether by operation of law, change of control (including a merger, exchange of stock or otherwise) or otherwise, without the prior written consent of the Association. Any assignment or transfer or attempted assignment or transfer by Participant in violation of the terms of this Section shall be null and void and of no force or effect.

15. Media Releases and Use of Trademarks and Logos

Association agrees that Participant shall have the right to list the Association's name and logo on Participant's web site and advertising and promotion materials in accordance with guide-lines to be adopted by the Association. Except as provided above or as may be allowed pursuant to written instructions or guidelines issued by a party, neither party shall use the name or any trademark or logo of the other party without such other party's prior consent. By executing this Participation Agreement, Participant agrees that the Association shall have the right to list Participant's name and logo on the Association web site and advertising and promotion materials, in accordance with written instructions and limitations provided to the Association by Participant.

16. Counterparts

This Participation Agreement may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.

17. Severability

If any provision of this Participation Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other part of this Participation Agreement, but this Participation Agreement shall be construed as not containing the particular provision or provisions held to be invalid or unenforceable.

18. Waiver

No delay or omission by either party to exercise any right occurring upon any noncompliance or default by the other party with respect to any of the terms of this Participation Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

19. Governing Law

This Participation Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Participation Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State of Colorado (excluding any conflict of laws provisions of the State of Colorado that would refer to and apply the substantive laws of another jurisdiction).

20. Relationship of Parties

Nothing set forth in this Participation Agreement shall be deemed or construed to render the parties as joint venturers, partners or employer and employee.

21. Entire Agreement; Modifications

This Participation Agreement, together with the Corporate Documents, sets forth the entire, final and exclusive agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties. This Participation Agreement may be modified only pursuant to a writing executed by authorized representatives of the Association and Participant.

EXHIBIT 1

ARTICLES OF INCORPORATION AND CORPORATE BYLAWS

Articles of Incorporation: Available upon request.

Corporate Bylaws: Available at the Association's website.

EXHIBIT 2

IMS FORUM
INTELLECTUAL PROPERTY RIGHTS POLICY

The IPR of the Association and its Members shall be governed by the policy set forth herein **("*IPR Policy*")**. Recognizing that the Association is an open membership organization whose activities are focused on encouraging the rapid advancement of application development within the emerging internet-protocol-based communications industry, this IPR Policy is designed to maximize widespread adoption of Approved Interface Specifications. In furtherance of the objective of widespread adoption, the Association and Members agree that barriers to industry use of Approved Interface Specifications should be limited as much as possible.

1. IPR Categories. IPR shall be categorized as follows:

(a) Approved Interface Specifications;

(b) Association IPR; and

(c) Joint IPR

with each category subject to the further terms set forth in this IPR Policy.

2. Evaluation and Notice of Necessary Claims. In the course of evaluating Proposed Interface Specifications and/or Distributable Implementations for adoption by the Association, Members shall have a forty (40) calendar day period or such longer period as may be required by law **("*Evaluation Period*")** after TAC recommends the adoption of a Proposed Interface Specification and/or Distributable Implementation to evaluate whether a Member has any Necessary Claims relating to the applicable Proposed Interface Specification and/or Distributable Implementation. The purpose of the evaluation process as described below is for Members to provide to the Association early disclosure of Necessary Claims with respect to applicable Proposed Interface Specifications and/or Distributable Implementations to permit the Association to determine whether the Proposed Interface Specification and/or Distributable Implementation, if adopted as an Approved Interface Specification and/or Distributable Implementation, will meet the overall purposes and objectives of the Association. Recognizing that certain Members may have extensive IPR portfolios that may make it impractical to disclose any and all Necessary Claims that Member may possess company-wide, Association and its Members agree that a Member shall use its reasonable efforts to determine whether it has Necessary Claims. The standard of reasonable efforts of a Member shall be satisfied if, after the TAC recommends a Proposed Interface Specification and/or Distributable Implementation, the Voting Representative of a Member contacts the designated patent attorney serving the business unit or division of the Voting Representative to discuss the Proposed Interface Specification and/or Distributable Implementation and, to the extent a determination that Necessary Claims do or may exist, such Member shall cooperate with the Association to determine the nature, extent and scope of the

Necessary Claims on or before the expiration of the Evaluation Period. Reasonable efforts shall not require a Member or its attorney(s) to conduct: (a) a search of patent or intellectual property databases; or (b) a general, company-wide IPR search or evaluation. At the end of the Evaluation Period and prior to the vote of the Board of Directors on a Proposed Interface Specification and/or Distributable Implementation, each Member shall elect one of the following options with respect to any Necessary Claims disclosed by Member pertaining to the applicable Proposed Interface Specification and/or Distributable Implementation:

> **Option 1** Grant a Royalty Free License to the Association, the Members and any non-Members; or
>
> **Option 2** Grant to the Association, the Members and any non-Members a Fair, Reasonable and Non-Discriminatory License; or
>
> **Option 3** Affirmatively make no declaration as to its licensing intentions with respect to any Necessary Claims, provided that if the Member has disclosed any Necessary Claims, such Member will be treated as a non-Member for purposes of licensing the applicable Approved Interface Specification and/or Distributable Implementation and the provisions of Section 5 below shall apply.

The declarations of the Members shall only be effective and binding on the Member if the Proposed Interface Specification and/or Distributable Implementation is approved by the Members in accordance with the procedures set forth in the Corporate Bylaws. Failure of a Member to respond by the end of the Evaluation Period will result and be reported as the Member having elected a Fair, Reasonable and Non-Discriminatory License to any Necessary Claims such Member may possess. In the event a Member determines subsequent to the expiration of the Evaluation Period that Necessary Claims do or may exist in its IPR portfolio, such Member shall cooperate with the Association to determine the nature, extent and scope of the Necessary Claims, and such Member shall elect one of the above options. With respect to the grant of a license by a Member to a non-Member with respect to any Member's Necessary Claims, such Member may require such non-Member to grant a reciprocal license to the Member to such non-Member's Necessary Claims as a condition to such non-Member receiving a license to the Member's Necessary Claims. The Association shall develop a declaration form to be used by Members in declaring the above options, which form shall be consistent with the terms stated above. The results of each Member's declaration after the Evaluation Period and thereafter, as applicable, shall be published on the Association's web site or otherwise made generally available.

3. Association IPR and IPR Contributed to the Association. All right, title and interest in and to any and all IPR, Distributable Implementations, software and documentation created or developed by individuals employed or retained by the Association shall vest in the Association, and the Association shall be free to use and publish any research results, ideas, algorithms, techniques and other information developed for or by the Association as recommended by the TAC and approved by the Board of Directors, except as may be limited by **Section 2** of this Exhibit, **Section 5** of this Exhibit, and **Section 6** of the Agreement. The Association grants to each Member a non-exclusive, royalty-free, irrevocable right and license to use, reproduce, modify, translate, distribute and publicly display all IPR, Distributable Implementations, software and

documentation owned by the Association, subject to the notices with respect to patents, copyright, trademarks and disclaimer of liability that shall appear on all copies of the IPR Distributable Implementations, software and documentation provided to the Member by the Association and that must be reproduced on each copy reproduced or distributed by the Member. IPR con28 tributed by Members to the Association shall be excluded from the above provisions, and such IPR shall be subject to the terms of a separate contribution agreement between the Member and the Association.

4. Joint IPR. IPR developed jointly by the Association and either: (a) a Member pursuant to a separate agreement with the Association defining the scope of the work to be performed by Member; or (b) a Visiting Engineer acting in their capacity as such shall be jointly owned by the Association and applicable Member. Each joint owner shall be entitled to exercise all rights of ownership as provided by law without, however, an obligation of accounting from one to the other. Member acknowledges and agrees that the Association will make all such jointly owned IPR available to the general public for unrestricted use under a royalty free license. For the purposes of the foregoing, the term "jointly" shall mean that at least one Member employee and one Association employee or Visiting Engineer assigned to the Association qualify as co-inventors as a matter of U.S. patent law, in the case of patentable subject matter, or qualify as co-authors as a matter of U.S. copyright law, in the case of copyrightable subject matter.

5. Non-Member Licensing Obligations.

(a) Interfaces and Distributable Implementations Owned Exclusively by the Association: For any Approved Interface Specifications and Distributable Implementations owned exclusively by the Association, the Association shall, with respect to any grant of license to any non-Member to use any such Approved Interface Specification and/or Distributable Implementation, require such non- Member to grant a reciprocal Royalty Free License to the Association (and any Member licensing its Necessary Claims to the applicable Approved Interface Specification and/or Distributable Implementation) to use Necessary Claims such non-Member owns or claims it owns with respect to such Approved Interface Specification and/or Distributable Implementation.

(b) Interfaces and Distributable Implementations Owned Jointly by the Association and a Member: For any Approved Interface Specifications and Distributable Implementations owned jointly by the Association and a Member: (i) the Association shall license such Approved Interface Specifications and/or Distributable Implementations to non-Members pursuant to the terms of subsection (a) above; and (ii) the applicable joint-owner Member may license its Necessary Claims to the Approved Interface Specifications and/or Distributable Implementations to third parties without restriction.

6. Termination of Licenses. If a licensee of any Necessary Claim under this Agreement, including a Member or non-Member, sues or counterclaims against the Association or Member

for the alleged infringement of its Necessary Claims, the Association or Member, as the case may be, may terminate the licensee's license to any of the Association's IPR or Member's Necessary Claims, as applicable, and counterclaim based on any continued violation of such IPR, or Necessary Claims, as applicable. Such termination is effective upon receipt by the licensee of written notice of termination from the Association or Member.

7. Definitions.

"Approved Interface Specification" means the Interface Specification that has been approved by the Members pursuant to the procedures set forth in the Corporate Bylaws.

"Distributable Implementation(s)" means collectively, or singularly where applicable, Interface Executables, Interface Source Code, Test Engine Executables and Test Engine Source Code.

"Fair, Reasonable and Non-Discriminatory License" means a license to Necessary Claims, as applicable, that is fair, reasonable and does not discriminate unfairly as to licensing terms, and may vary on price and other terms from licensee to licensee.

"Interface Executables" include executable software for message or function call and parameter encoding, message or function call and parameter decoding, sending and receiving messages on a network, minimal state machines needed to generate legal sequences of exchanges and detect if any timing constraints have been violated, and function call stubs for use by an application. Interface Executables do not include application-level state machines, application or signal processing algorithms, and logic not explicitly required by the Interface Specification.

"Interface Source Code" includes software source code for message or function call and parameter encoding, message or function call and parameter decoding, sending and receiving messages on a network, minimal state machines needed for correct behavior of the interface, and function call stubs for use by an application. Interface Executables do not include application-level state machines, application or signal processing algorithms, and logic not explicitly required by the Interface Specification.

"Interface Specifications" means a specification defining a set of messages and message sequences, or the information flowing across a reference point between two identified functional entities. Interfaces may be specified using either message oriented descriptions, a protocol specification or using function call descriptions (application program interfaces).

"IPR" means intellectual property rights, whether by patent, copyright, trade secret or other form of intellectual property.

"Necessary Claims" means those claims of all patents and patent applications throughout the world, that a Member or non-Member, as applicable, has the right to grant licenses of the scope granted herein (without incurring an obligation to pay a separate fee to a third party in order to provide such a license to Members and non-Members) and that: (a) cover or directly relate to one or more of the Proposed Interface Specifications and/or Distributable Implementations; and (b) are necessarily infringed by an implementation of a Proposed Interface Specification and/or Dis-

tributable Implementation where such infringement could not have been avoided by another commercially reasonable non-infringing implementation of such Proposed Interface Specification and/or Distributable Implementation, and such infringement is necessary to meet the interoperability requirements of the Proposed Interface Specification and/or Distributable Implementation. Necessary Claims shall not include implementation examples included solely in an appendix, exhibit or other attachment to a Proposed Interface Specification and/or Distributable Implementation.

"Proposed Interface Specification" means an Interface recommended by the TAC.

"Royalty Free License" means a no cost, worldwide, perpetual, non-exclusive, non-transferable, unrestricted license to the Necessary Claims, as applicable, but does not include any right to grant sublicenses in order to use the Approved Interface Specifications, as applicable; and to make, have made, use, import, sell, offer to sell, license, promote or otherwise distribute and dispose of the resulting implementation.

"Test Engine Executables" include executable software for message or function call and parameter encoding, message or function call and parameter decoding, sending and receiving messages on a network, minimal state machines needed for correct behavior of the interface, an interface for writing test scripts, and one or more test drivers. Test Engine Executables do not include application-level state machines, application or signal processing algorithms, and logic not explicitly required by the Interface Specification.

"Test Engine Source Code" includes software source code for message or function call and parameter encoding, message or function call and parameter decoding, sending and receiving messages on a network, minimal state machines needed for correct behavior of the interface, an interface for writing test scripts, and one or more test drivers. Test Engine Source Code does not include application-level state machines, application or signal processing algorithms, and logic not explicitly required by the Interface Specification.

EXHIBIT 3

IMS FORUM
ANTITRUST GUIDELINES

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive. In order to minimize exposure of the Association and its Members to antitrust liability, the Association and each Member agree to abide by the following guidelines when participating with, for or on behalf of the Association:

1. Neither the Association nor any of its committees shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, write or oral, formal or informal, express or implied, among and between competitors withregard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.

2. The Association and its Members shall not discuss, communicate or en-gage in any other exchange between Members with regard to prices, pricing methods, production quotas or other limitations on either the timing, costs or volumes of production or sale, or allocation of territories or customers.

3. Neither the Association nor its Members shall engage in any activity or communication that might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.

4. The qualifications for membership in the Association are set forth in the Corporate Documents. No applicant for membership, who otherwise meets the qualifications set forth therein, shall be rejected for any anticompetitive purpose or for the purpose of denying such applicant the benefits of membership.

5. The Association shall not compel or coerce any Member into accepting or complying with any Approved Interface Specification.

6. Adherence to Approved Interface Specifications or sample implementations shall be voluntary on the part of the Members of the Association and shall in no way be compelled, directed or coerced by the Association, it being solely a voluntary decision on the part of the particular Member or Members of the Association as to whether to adhere to or comply with any such Approved Interface Specifications or sample implementations.

7. Any Approved Interface Specifications or sample implementations shall be based solely and exclusively upon technical considerations and upon the merits of objective judgments and thorough procedures and shall in no way be based upon any effort, inten-

tion or purpose of any of its Members to reduce or eliminate competition in the sale, supply and furnishing of products and services.

8. If information, materials or reports of the Association for the use of the membership is significant to non-Members or others in the industry, then such information, material and reports will be made available by the Association to all such persons, on such reasonable terms and conditions as it may prescribe, in order to carry out its purposes.

9. To the extent that the purposes of the Association, as set forth in its Corporate Documents require, for the Association's purposes and objectives, joint research and development by two or more of its Members, or representatives thereof, any such joint research and development for the Association shall exclude the following activities: the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development; any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of the Association of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of the Association in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of the Association, or representative thereof, or of the results of such joint research and development.