

**FIXED-MOBILE CONVERGENCE ALLIANCE, INC.
ASSOCIATE MEMBERS OPERATING POLICY REGARDING
INTELLECTUAL PROPERTY RIGHTS**

1. INTRODUCTION

1.1 At times, the activities of the FMCA may require the use of intellectual property rights owned by Members and may result in the creation of documents and other work product that include newly created intellectual property rights. The FMCA may also propose specifications and other technical solutions the implementation, use or reliance of or against which will necessarily infringe intellectual property rights of its Members. To encourage participation in the FMCA and to facilitate its objectives, it is important to have an intellectual property rights policy in place that clearly establishes in advance how such intellectual property rights will be treated.

1.2 In light of the wide participation of Associate Members in FMCA activities, the FMCA has established the following Associate Members Operating Policy regarding Intellectual Property Rights (the "Associate Members IPR Policy").

2. DEFINITIONS

2.1 In this Associate Members IPR Policy, the following terms shall be defined as set forth below, and all other upper case terms used, or terms which begin with an upper case letter outside of normal grammar and which are not defined herein, shall take their meaning from the Bylaws and the operating policies of the FMCA then in effect.

"ASSOCIATE MEMBER" means any vendor (whether network-equipment manufacture, handset vendor, application developer or hardware-equipment manufacturers) who has entered into a VAP Agreement with the FMCA; any reference to an "Associate Member" shall be deemed to include a reference to a Subsidiary of such Associate Member, provided that such a Subsidiary has agreed in writing to abide by all of the obligations set forth in this Associate Members IPR Policy.

"CONTRIBUTIONS" means any information, data or materials, submitted, disclosed or otherwise made available in writing (including electronically) to the FMCA or any Technical Working Group for use by them in connection with the development of PRDs or SIP Specifications. For the purposes of this definition, information, data or materials will be deemed to have been submitted, disclosed or otherwise made available "in writing," where they have been disclosed or otherwise made available orally, and later submitted in writing to the FMCA or any Technical Working Group by any other Person with the prior written consent of the Associate Member that initially disclosed or otherwise made them available.

"CONVERGENCE" means the convergence of fixed and mobile telecommunications technology, products and services.

“IPR” means all intellectual and industrial property rights in any jurisdiction, including applications therefor, other than confidential information, trade secrets, know-how, trademarks, trade dress, service marks, certification marks, logos, trade names or the like.

“MEMBER” means those telecommunications operators who are Executive Members (as defined in the FMCA’s Bylaws) or Ordinary Members (as defined in the FMCA’s Bylaws) or telecommunications vendors who are Associate Members; any reference to a “Member” in this Agreement shall be deemed to include any reference to a Subsidiary of such Member that has agreed in writing to abide by all of the obligations of membership in the FMCA.

“PERSON” shall mean any individual, partnership, limited liability company, joint venture, firm, corporation, association, business, trust, unincorporated organization or other enterprise or form of organization or any governmental authority.

“PRODUCT REQUIREMENT DEFINITIONS” or “PRDs” means product requirements for the key Convergence technologies, which are written, created, designed or developed by the FMCA, and are at the level of detail required to produce a Convergence product.

“PROGRAMME” means the process for Members’ review, input and feedback on the PRDs, SIP Specifications, and any other technical materials and/or specifications pursuant to FMCA’s Operating Policy Regarding the Vendor Affiliation Programme.

“SIP SPECIFICATIONS” means device and network specifications for Session Initiation Protocol, which are written, created, designed or developed by a Standards, Specifications and Certification Organisation (SDO/Fora) and/or by the FMCA, as well as any contribution or input by the FMCA thereto.

“STANDARDS, SPECIFICATIONS AND CERTIFICATION ORGANISATIONS (SDOS/FORA)” means 3GPP, 3GPP2, ETSI, IEEE, IETF, Wi-Fi, WiMAX Forum, ATIS, HomeGateway Initiative (HGI), GSMA, OMA, IP Sphere Forum and ITU. This list may be revised from time to time by the FMCA, in the FMCA’s absolute discretion, provided that the FMCA gives all of the Associate Members sixty (60) days prior written notice, which shall set forth the then revised list of Standards, Specifications and Certification Organisations (SDOs/Fora) and provide, for each Standards, Specifications and Certification Organisation not included above or in any list sent to the Associate Members previously, the Organisation’s IPR policy then in effect.

“SUBSIDIARY” shall mean any Person whose shares and/or assets are wholly owned by another Person.

“TECHNICAL WORKING GROUP” means any of the FMCA technical working groups whose aim is to provide timely reviews of, or contributions to, the PRDs, SIP Specifications and other technical documents.

“TECHNICAL WORKING GROUP PRODUCTS” means the deliverables of the Technical Working Groups, including their responses to the Work Items, and any and all documents and materials that are written, created, designed or developed by, or in connection with the work of, a Technical Working Group.

“THIRD PARTY” shall mean any Person other than the FMCA or Members.

“TRANSFER” means the publication of PRDs or SIP Specifications (or any portion thereof) by the FMCA to industry or the submission of PRDs or SIP Specifications (or any portion thereof) to Standards, Specifications and Certification Organisations (SDOs/Fora).

“VAP AGREEMENT” means any Vendor Affiliation Agreement by and between the FMCA and an Associate Member.

3. POLICY OBJECTIVES

3.1 PRDs and SIP Specifications shall be based on solutions which best meet the FMCA’s objectives of promoting consistent Convergence product requirements, and encouraging progress within the fixed-mobile convergence sector. They will be developed and selected in an open, transparent, non-discriminatory, and technologically neutral manner.

3.2 PRDs and SIP Specifications shall be submitted to Standards, Specifications and Certification Organisations (SDOs/Fora). In order to further the objectives of the FMCA, all Persons that participate in the development of PRDs and SIP Specifications will commit to respect the rules set by the relevant Standards, Specifications and Certification Organisations (SDOs/Fora) with regard to the exercise of intellectual property rights.

4. COPYRIGHTS

4.1 The FMCA at all times shall be the sole and exclusive owner of all copyrights, throughout the world, in and to any PRDs, SIP Specifications, Technical Working Group Products and Contributions (including, in each case, any portion thereof), whether in written, electronic, optical, or in other form, and any modifications thereto and derivative works thereof (collectively, “FMCA Materials”).

4.2 Each of the Associate Members will, without any further consideration, assign, transfer, convey and deliver to the FMCA, and the FMCA will accept the transfer and assignment of, all of the Associate Member’s copyrights worldwide, in and under any and all Contributions made by that Associate Member (including any and all portions thereof) and any modifications thereto and derivative works thereof, together with the right to sue and recover damages for future, present and past infringements of copyright in such Contributions and to fully and entirely stand in the place of that Associate Member in all matters related thereto. The assignment will be an absolute assignment and not by way of security. The Associate Member will also execute and deliver such other documents and take all such other actions as the FMCA may reasonably request to effect the terms of this assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this assignment. If an Associate Member engages, retains or otherwise involves any Third Party in the creation of its Contributions, that Associate Member will obtain from such Third Party a full assignment of rights so that the foregoing assignment to the FMCA shall vest full rights to such materials in the FMCA.

4.3 In addition, each of the Associate Members will waive any moral rights, or rights equivalent thereto, that such Associate Member may have worldwide in or to any FMCA Materials (including any portion thereof), without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under any applicable law, the Associate Member will not assert such moral rights against the FMCA, its Members or any Third Party.

4.4 Subject to the other provisions of this Associate Members IPR Policy, the FMCA will grant to each of the Associate Members a perpetual, fully paid-up, royalty-free, worldwide, non-exclusive license (including the right to sub-license) to use, reproduce, prepare derivative works of and distribute (i) Contributions made by that Associate Member (including any and all portions thereof) for Convergence-related activities, provided that each publication or distribution of any such Contribution includes a copyright notice as follows: "Copyright [year], FMCA," and provided further that the Contributions are not used in any way that implies FMCA endorsement and that the Contributions themselves are not offered for sale; and (ii) other FMCA Materials solely for the purposes of carrying out the activities of the FMCA.

4.5 Associate Members shall not (i) remove any copyright notices affixed to FMCA Materials; (ii) modify, use, reproduce, prepare derivative works of or distribute FMCA Materials other than as permitted in this Associate Members IPR Policy; (iii) publish or disclose the FMCA Materials, other than Contributions made by that Associate Member, to any Third Party unless published by the FMCA; or (iv) otherwise denigrate the integrity of the copyright in the FMCA Materials.

4.6 Associate Members promptly shall notify the FMCA of any threatened or actual infringement of the copyright in any FMCA Materials of which they become aware.

5. CONFIDENTIAL INFORMATION

Associate Members will comply with the Confidential Information Operating Policy.

6. OTHER IPRS

6.1 Associate Members will comply with the applicable provisions of the IPR policies of each of the Standards, Specifications and Certification Organisations (SDOs/Fora) as may be revised from time to time by the respective Standards, Specifications and Certification Organisation.

6.2 Associate Members will not be obliged to abide by provisions of IPR policies of Standards, Specifications and Certification Organisations (SDOs/Fora), which provide for mandatory royalty free licensing of IPRs, provided that they have given timely written notice to the FMCA that they object to the Transfer of their Contributions to such Standards, Specifications and Certification Organisations (SDOs/Fora), in accordance with the provisions of the VAP Agreement.

7. NO REPRESENTATIONS OR WARRANTIES

7.1 The FMCA makes no representations or warranties, express, implied, statutory, or otherwise with respect to the Programme, the PRDs, the SIP Specifications, the Contributions or any use thereof. Without limiting the foregoing, any and all information and materials provided to Associate Members in connection with the activities of the FMCA are provided on an 'as is' basis and the FMCA makes no representations or warranties of any kind with respect to such information and materials and disclaims all such representations and warranties. In addition, the FMCA makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of such information or materials. Such information and materials may contain technical inaccuracies or typographical errors. All liability of the FMCA howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law. The FMCA will not be liable for loss or damage arising out of or in connection with the use of such

information or materials and Associate Members are urged to make their own evaluation of any such information and materials.

7.2 Associate Members make no warranties, express, implied, statutory, or otherwise with respect to any Contributions.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE FMCA OR ANY ASSOCIATE MEMBER HAVE ANY LIABILITY FOR LOSS OF OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES RESULTING UNDER THIS ASSOCIATE MEMBERS IPR POLICY, OR FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE OR LOSS OF DATA, EVEN IF THE FMCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COST OR LOSS, PROVIDED, HOWEVER, THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO (i) DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY, (ii) DAMAGES STEMMING FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY THE GROSS NEGLIGENCE OR TORTIOUS ACTS OF SUCH PARTY, OR ITS PERSONNEL, OR (iii) INDEMNIFICATION OBLIGATIONS.

9. INDEMNIFICATION

Each Associate Member will defend, indemnify and hold harmless the FMCA and its other Members from any and all loss, damage, cost and expense arising from, relating to or in connection with (i) any actual or alleged claim asserting that the use by the FMCA or its other Members of any Contribution made by such Associate Member infringes, violates or constitutes an unlawful disclosure, use or misappropriation of, or is likely to infringe, violate or constitute an unlawful disclosure, use or misappropriation of, the IPR, trade marks, confidential information, trade secrets or know-how of a Third Party, or (ii) any breach by that Associate Member of its obligations set forth in this Associate Members IPR Policy.

10. VIOLATION OF POLICY

Any violation of the Associate Members IPR Policy by an Associate Member shall be deemed to be a breach by that Associate Member of its obligations to the FMCA, capable of constituting conduct likely to have a serious adverse effect on the FMCA. The Board of Directors shall have the authority to decide the action to be taken, if any, against the Associate Member in breach, in accordance with the Bylaws and any applicable operating policy of the FMCA.

11. LAW AND REGULATION

The Associate Members IPR Policy shall be governed by the law of the State of New York, USA. However, no Associate Members shall be obliged by the Associate Members IPR Policy to commit a breach of the laws or regulations of its country or to act against supranational laws or regulations applicable to its country insofar as derogation by agreement between parties is not permitted by such laws.

APPENDIX I

This Appendix I, dated February [14], 2007, clarifies that the term “derivative works,” as used in this Associate Members IPR Policy, shall have the meaning ascribed to it under the United States Copyright statute, 17 USC § 101, provided that, with respect to Section 4.2 only, such works are written, created, designed or developed by the FMCA or within any Technical Working Group, or otherwise in connection with any of the activities of the FMCA; including, without limitation, any PRDs, SIP Specifications, Technical Working Group Products and Work Items, and any and all documents and materials, whether in written, electronic, optical, or in other form, that are written, created, designed or developed in connection with any PRDs, SIP Specifications, Technical Working Group Products or Work Items or with the development of any of the foregoing.