

APPLICATION FORM

To: Open Mobile Alliance Ltd. (the "Company")

**St Catherine's Court Berkeley Place
Clifton
Bristol
England
BS8 1BQ**

For the attention of the Directors; and

To: Each member of the Company as at the date of this application and from time to time

Dear Sirs

I/We, by signing this Application Form, hereby apply for membership of the Company, on and subject to the Company's Memorandum and Articles of Association and on and subject to the provisions set out in the Schedule to the Application Form, as from time to time revised by the Directors of the Company, in their absolute discretion, pursuant to the Company's Articles of Association. I/We acknowledge and agree that such Schedule (as from time to time so revised) shall form part of, and shall accordingly be incorporated in, this Application Form.

PLEASE NOTE THAT BREACH OF ANY OF THE OBLIGATIONS CONTAINED IN THE ATTACHED SCHEDULE, AS FROM TIME TO TIME REVISED, (INCLUDING FAILURE TO PAY ANY SUBSCRIPTION FEES OWING) MAY RESULT IN SUSPENSION OR TERMINATION OF MEMBERSHIP RIGHTS IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE COMPANY.

I/We request you to enter the registration details shown below in the Company's register of members.

I/We confirm that we will transfer to you, in cleared funds for value, or will otherwise make arrangements with you for the payment of, the full amount payable on application for membership within 60 days of the date shown below.**

I/We have designated below the Class of Membership and (in the case of Sponsor and Full Members) the Category (both as defined in the Company's Articles of Association) applicable to us at the date shown above.

I/We acknowledge and agree that we may be required to send to the Company a Revenue Statement confirming that we comply with the criteria for the Class of Membership which we have indicated and that the level of fees payable by us is correct.

Yours faithfully,

** An invoice for the initial subscription fee will be sent to the named contact person once the Application Form has been received and the application accepted. Please refer to the OMA Web site for the current level of membership fees payable by each Class of Membership.

Company incorporated in England or Wales:

Signed as a deed
by

Company Name

acting by:

Director

Director/Secretary

Date

Company incorporated outside England and Wales:

Signed as a deed
by

Company Name

By:

Duly authorised person

Individual person::

Signed as a deed
By:

Print name

Signature

Date

Witness'

Signature _____

Name _____

Address _____

Occupation: _____

REGISTRATION DETAILS

Full name(s) and address of the Open Mobile Alliance member company:

Name of contact person at the Open Mobile Alliance member company:

Business address of contact person:

Telephone number of contact person:

Fax number of contact person:

E-mail address of contact person:

Company website address:

CLASS OF MEMBERSHIP

Please mark only one box below to designate your class of membership.

Sponsor Member

Full Member

Associate Member

Supporter Member

Note: Associate Members and Supporter Members have more limited rights than Sponsor Members and Full Members. Details of the respective rights of Sponsor Members, Full Members, Associate Members and Supporter Members are set out in the Company's Articles of Association (available on the Web site) and in the Schedule to this Application Form.

By way of summary:

Supporter Members are entitled to participate in OMA TestFests and to have access to and make comments on draft specifications. Supporter Members are also entitled to receive notice of general meetings but are not allowed to either attend or vote at such meetings.

Associate Members are entitled to the same rights as the Supporter Members stated above. In addition, Associate Members are entitled to participate in Working Groups. Associate Members are entitled to receive notice of and attend general meetings. Associate Members shall not have the right to speak or vote at any general meeting except on any resolution which is to be proposed abrogating, varying or modifying any of the rights or privileges of the Associate Members or for winding up the Company.

In addition to the above, Sponsor Members and Full Members may nominate and vote for individuals as Elected Directors and shall be entitled to approve specifications as Specifications of the Company. Both Sponsor Members and Full Members shall be entitled to receive notice of attend and vote at general meetings of the Company.

In addition Sponsor Members are entitled for so long as they remain members of the Company and always subject to the Articles of Association to nominate a Sponsor Director to represent them on the Board. Sponsor Directors shall not be subject to re-election.

MEMBERSHIP CATEGORIES

All members should designate one Category only.

Please mark the appropriate box. Members who designate themselves as Operators and who also qualify as CDMA Operators should mark the box under both the Operator and CDMA Operator headings.

- Operators: persons who are licensed and allocated frequency to operate a public mobile wireless telecommunications network for the purpose of providing publicly available commercial services and any industry organizations whose principal objective is to represent the interests of such persons and Operator Category shall be construed accordingly

- Wireless Vendors: persons who are manufacturers of communications products for wireless networks and any industry organizations whose principal objective is to represent the interests of such persons and Wireless Vendor Category shall be construed accordingly

- IT/Applications/Software Vendors: persons who are manufacturers of information technology or software or applications products for wireless networks and any industry organizations whose principal objective is to represent the interests of such persons and IT Vendor Category shall be construed accordingly

- Content Media, Financial and/or Service Providers and Other: persons who are providers of content media, financial and/or value added services for wireless networks and any other person or persons to the extent that such persons cannot be categorised into any other Category and any industry organizations whose principal objective is to represent the interests of such persons and Content/Other Category shall be construed accordingly

CRITERIA FOR ASSOCIATE AND SUPPORTER MEMBERS

Associate Members and Supporter Members should mark one of the two boxes below, as applicable.

any person who or which is not a High Revenue Individual or a member of a High Revenue Group; or

any person who or which is a member of a High Revenue Group provided that at any point in time at least one other member of such Group has applied to become and becomes (or has otherwise become) either a Sponsor Member or a Full Member

Below are abbreviated definitions to some of the defined terms used above. Please refer to the Articles of Association for the full definitions.

High Revenue Group means a Group whose total gross revenue is US \$100 million or more (or such other figure as the Full Board may determine from time to time by a Special Majority Resolution).

High Revenue Individual means an individual or single member or applicant whose gross revenue is US \$100 million or more (or such other figure as the Full Board may determine from time to time by Special Majority Resolution).

Group means all persons who are Affiliated to each other.

Note: High Revenue Individuals or the first applicant from a High Revenue Group must apply to become Sponsor Members or Full Members and may not apply to become Associate Members or Supporter Members except where, in the case of a High Revenue Group, another member of that High Revenue Group is or becomes a Sponsor Member or Full Member.

OPEN MOBILE ALLIANCE LTD.
(the "Company")

SCHEDULE TO THE APPLICATION FORM

Each person by whom, or on whose behalf, an Application Form is executed and accepted, irrevocably agrees and undertakes, by such execution, that:

1. Definitions

- 1.1. words and expressions defined in the Company's Articles of Association (as amended from time to time) shall have the same meanings in this Schedule (as from time to time revised);
- 1.2. any reference to a "member" in paragraphs 3 (except in paragraphs 3.4.5, 3.6, 3.7 and 3.8) and 5 shall be deemed to include a reference to an Affiliate of such member except where any such Affiliate is itself an Associate Member;
- 1.3. any reference to the person executing this Application Form in paragraph 5 (except in paragraphs 5.3.2, 5.3.3 and 5.11) shall be deemed to include a reference to an Affiliate of such person except where any such Affiliate is itself an Associate Member;

2. Fees

- 2.1. it will pay such fees, both following an application for membership and subsequently at such times during each year of membership, as may be determined, in its absolute discretion, by the Company from time to time. (Details of the relevant fees will be available from the Company on application to the Office);
- 2.2. no refund of any such fees as are referred to in paragraph 2.1 above shall be made if, at any time, it ceases to be a member;
- 2.3. if it ceases to be a member, it shall nonetheless remain liable for all fees due to the Company remaining unpaid at the date of cessation of membership; and
- 2.4. except as may otherwise be agreed or determined in accordance with the Company's Articles of Association, it will be responsible for all expenses and other costs incurred by it or by any of its representatives or personnel (including those who may act as Directors of the Company) in connection with the Company and its activities;

3. Confidential Information

- 3.1. it shall keep confidential all information of whatever kind and contained in whatever media given, disclosed or supplied by any other member of the Company or otherwise by or to the Company for the purpose of promoting, assisting or furthering the objects of the Company and all documents or other material produced by or for any such member or the Company which contains or reflects such information ("**Confidential Information**"). However, information shall not be regarded as constituting Confidential Information unless it is clearly designated, labelled or marked as confidential or its equivalent at the time of disclosure or is otherwise disclosed in circumstances or on terms such that there is a clear implication that it is confidential;

- 3.2. it may not disclose any Confidential Information except to:
 - 3.2.1. the directors, officers or employees of it or its Affiliates or any other member who or which are directly involved in activities which promote, assist or further the objects of the Company and who need to know the same in connection with such activities;
 - 3.2.2. its or its Affiliates' professional advisers or those of any other member;
 - 3.2.3. any other party only if the owner of the Confidential Information to be disclosed has given its prior written consent;
- 3.3. it will use the same degree of care for each item of Confidential Information obtained from any other member or the Company as it would for its own Confidential Information of like importance and will otherwise use reasonable care in safeguarding against disclosure of any Confidential Information of any other member or the Company; and
- 3.4. the obligations of confidentiality in this paragraph 3 shall cease to apply to each item of Confidential Information five years after such item of Confidential Information has been given, disclosed or supplied and in any event shall not apply to Confidential Information:
 - 3.4.1. which ceases to be confidential as a result of disclosure by someone other than it or any other member of the Group of which it is part or any of its directors, officers, employees, agents or advisers (or those of any other member of the Group of which it is part); or
 - 3.4.2. to the extent its disclosure is required by law or the rules or regulations of any stock exchange or other regulatory body; or
 - 3.4.3. if it otherwise becomes available to the public without its breach of the obligations contained in this paragraph 3;
 - 3.4.4. if it is released in writing by the disclosing member or the Company without any restriction;
 - 3.4.5. if it is lawfully obtained from a third party who is neither a member of the Company nor a member of a Group which includes a member of the Company and in the absence of any obligation of confidentiality; or
 - 3.4.6. if the Confidential Information is known to it prior to such disclosure or is at any time developed by it independently of any such disclosure or disclosures from any other member or the Company; and
- 3.5. any Confidential Information received from a member or the Company shall at all times remain the property of the disclosing member or the Company; and that no grant of any of the disclosing member's or the Company's intellectual property rights will be given or intended by such disclosure (including any implied licence);
- 3.6. upon it ceasing to be a member (unless a member of its Group remains a member of the Company), it shall (subject as specified below):

- 3.6.1. return all Confidential Information and all copies of the whole or any part of the same to the rightful owner of that Confidential Information; or
- 3.6.2. if so requested by the rightful owner, shall destroy the same and certify in writing to the rightful owner that the Confidential Information has been destroyed;

and shall procure that each of its Affiliates shall do the same.

Notwithstanding the obligations set out in this paragraph 3.6, such member shall be entitled to deliver one copy only of any such Confidential Information to its legal advisers from time to time, on condition that all such advisers retain and use such copy solely for the purposes of evidence in any claim or dispute that may arise in relation to such Confidential Information. If any such Confidential Information is given to any such legal advisers, such member shall certify in writing to the rightful owner that such step has been taken, that it will procure that all such legal advisers will observe the obligations as to confidentiality set out in this paragraph 3 (excluding this paragraph 3.6) in relation to such Confidential Information and that it has ensured that such legal advisers are aware of the restrictions set out in this paragraph 3.6;

- 3.7. upon any of its Affiliates ceasing to be an Affiliate of it, it shall procure that such Affiliate shall return all Confidential Information and all copies of the whole or any part of the same to the rightful owner of that Confidential Information or, if so requested by the rightful owner, shall destroy the same and certify in writing to the rightful owner that the Confidential Information has been destroyed;
- 3.8. it authorises the Company to disclose Confidential Information supplied by it or any of its Affiliates to any third party, body or entity for the purpose of, and in connection with, promoting, assisting or furthering the objects of the Company provided that such third party, body or entity agrees in writing with the Company to observe similar obligations as to confidentiality in relation to any such Confidential Information as those set out in paragraphs 3.1 and 3.3 to 3.6 (inclusive) above;
- 3.9. it will procure that any of its Affiliates from time to time (except any Affiliates who are Full Members or Associate Members) shall abide by each of the rights and obligations set out in paragraphs 3.1 to 3.8 (inclusive) as if they were members themselves;

4. Export Licences

it shall not export, directly or indirectly, any technical data acquired as a member of the Company or otherwise in connection with promoting, assisting or furthering the objects of the Company or any products utilising any such data to any country for which, at the time of export, an export licence or the approval of any government or governmental agency is required, without first obtaining such licence or approval;

5. Intellectual Property Rights

- 5.1. subject to paragraph 5.3, it agrees that any copyright in a Specification, written, created, designed or developed by it or any of its directors, officers or employees either individually or jointly within a Working Group or board committee of the Company or as a result of any work carried out on behalf of such Working Group or committee, (the

“**Copyright**”) will belong to and automatically vest in the Company but it shall have the right to a non-exclusive, royalty free licence to use the Copyright (subject always to the provisions of this paragraph 5);

5.2. subject to paragraph 5.3, it agrees that any copyright in any document written, created, designed or developed by it or any of its directors, officers or employees either individually or jointly within a Working Group or board committee of the Company or as a result of any work carried out on behalf of such Working Group or committee and designated as the property of the Company (an “**Open Mobile Alliance Document**”) will belong to and automatically vest in the Company but it shall have the right to a non-exclusive, royalty free licence to use such copyright (subject always to the provisions of this paragraph 5);

5.3.

5.3.1. the copyright in all documents, literature and material owned by a member which are not Open Mobile Alliance Documents or Specifications or do not form part of a Specification and which are submitted by that member to any Working Group, the Full Board or a board committee of the Company shall remain vested in that member. The Company shall have a non-exclusive, royalty-free licence to use (including the right to sub-license) such copyright material for the purposes of work carried out in the development of a Specification(s) unless the member notifies the Company, at the time of submission, that the copyright material is not licensable to the Company;

5.3.2. it shall grant a non-exclusive, royalty-free licence to all other members of the Company on request to use such copyright for the purposes of work carried out in the development of a Specification(s);

5.3.3. it agrees to mark all such documents, literature and material clearly with a copyright notice;

5.4. it agrees that it shall not denigrate the integrity of the Copyright or the copyright in a Open Mobile Alliance Document by (but without limitation) either removing the copyright notice contained thereon, varying or removing its title, or using all or any part of it as part of a specification or standard not emanating from the Company and in any event it shall not publish nor disclose the Specification to any third party until the Specification is published by the Company by posting the same on the Company’s website;

5.5. it will promptly notify the Company of any threatened or actual infringement of the Copyright or of the copyright in a Open Mobile Alliance Document which comes to its notice and shall, at the Company’s request and expense, do all such things as is reasonably necessary to defend and enforce the Company’s rights in the Copyright or such copyright;

5.6. it will do all acts and execute all documents or instruments as are necessary to vest the Copyright or the copyright in a Open Mobile Alliance Document in the Company and in the meantime will hold all interest in the same in trust for the Company;

- 5.7. it will grant on request to any member of the Company or third party (who is neither a member of the Company nor a member of a Group which includes a member of the Company) (hereinafter "**Licensee**"), subject to paragraph 5.8, a non-exclusive licence to use any of its Essential IPR on fair, reasonable and non-discriminatory terms and conditions. Such licence shall allow the Licensee to do at least the following:
 - 5.7.1. manufacture Equipment, including the right to make or have made Equipment, customised components and/or sub-systems to the Licensee's own design for use in the manufacture of Equipment;
 - 5.7.2. sell, lease, or otherwise dispose of Equipment so manufactured;
 - 5.7.3. repair, maintain, use or operate Equipment; and
 - 5.7.4. use any method or operation fully conforming to a Specification.
 - 5.7.5. Members required to licence Essential IPR in accordance with this paragraph 5.7 shall not be required to licence nor be obliged to seek the right to sub-licence Essential IPR which such member does not own;
- 5.8. its obligation under paragraph 5.7 is subject to the conditions that any Licensee, any subsidiaries, parent companies or holding companies (and subsidiaries thereof) of the third party Licensee, and those who make Equipment, customised components and/or subsystems for the Licensee agree to grant licences of their Essential IPR, if any, on reciprocal terms and conditions that are fair, reasonable and non-discriminatory and that that portion of the licence that relates to a party to whom the Licensee sells, leases or otherwise disposes of Equipment is terminable if that party refuses to grant a licence of their Essential IPR, if any, on reciprocal terms and conditions that are fair, reasonable and non-discriminatory. For purposes of this paragraph 5.8, the term "Essential IPR" includes Essential IPR held by any party whether or not such party is a member;
- 5.9. it will use its reasonable endeavours to inform timely the Company of Essential IPR as it becomes aware that the Essential IPR is related to the prepared or published Specification. This obligation does not imply an obligation on a member to conduct IPR searches;
- 5.10. it will immediately notify the Company if it is not prepared to licence an Essential IPR. Upon request of the Company, it shall provide a written explanation of the reasons for refusing to licence that Essential IPR within three months of its receipt of the request. A valid reason for such a refusal is that such IPR is not an Essential IPR;
- 5.11. it will procure that any of its Affiliates from time to time (except any Affiliates who are Full Members or Associate Members) shall abide by each of the rights and obligations set out in paragraphs 5.1 to 5.10 (inclusive) as if they were members themselves;
- 5.12. for the purposes of this Schedule, as from time to time revised, the following definitions shall apply:
 - 5.12.1. "**Intellectual Property Rights ("IPR")**" means the patents and pending patent applications, copyrights covering software or firmware, and maskworks on IC

mask sets, whether in existence now or created, invented or developed by a member of the Company. IPR does not include the copyright defined in paragraph 5.1;

5.12.2. **“Essential IPR”** means IPR without which it is not possible on technical but not commercial grounds, taking account of normal technical practice and the state of the art generally available, to make, sell, lease, otherwise dispose of, repair, use or operate equipment or methods, which comply with a Specification without infringing that IPR;

5.12.3. **“Equipment”** means any product, including hardware and/or software application or other software product, fully conforming to a Specification and fully conforming to at least one of the Standards.

A copy of the current list of Standards is attached in the Appendix;

6. **US National Co-operative Research and Production Act 1993 (the “Act”)**

6.1. it consents to the Company notifying, and hereby authorises the Company to notify, the appropriate authorities of the Government of the United States of America of its membership of the Company pursuant to the provisions of the Act;

6.2. it authorises the Company to review and approve the draft of the notice disclosing its membership which such Government will subsequently publish pursuant to the Act;

7. **English Law**

7.1. the obligations contained in the application form for membership (of which this Schedule (as from time to time revised) forms part) are legally binding upon it, that they will be construed and interpreted in accordance with English law and that it irrevocably submits to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Application Form, (including the provisions of this Schedule, as from time to time revised) or otherwise in connection with its involvement in or with the Company;

8. **Obligations Enforceable**

8.1. the obligations contained in the application form (of which this Schedule forms part) are intended to be enforceable by and against and therefore between each member of the Company from time to time and by the Company against each such member (as if and to the intent that such obligations were set out in the Company’s Articles of Association); and

8.2. it will be bound by and will observe all the obligations set out in this Schedule, as from time to time revised or varied by the Directors of the Company in accordance with the Company’s Articles of Association;

9. Joint Liability

if the Application Form is executed by more than one person, such Application Form (including this Schedule, as from time to time revised) shall apply to them jointly and to each of them; and

10. Survival of Rights

10.1. the obligations contained in this Schedule (as from time to time revised) in respect of confidentiality shall survive termination of membership howsoever arising; and

10.2. all the obligations contained in this Schedule (as from time to time revised) in respect of the licensing of IPR shall survive termination of membership howsoever arising but only to the extent that such obligations relate to IPR which is in existence during its membership and which is Essential IPR for a Specification or Standard in existence at any time during its membership.

Name revision to Open Mobile Alliance and revised Appendix (Standards) added June 2002

Appendix (Standards)

The following wireless network standards:

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| GSM 900: | Global System for Mobile communications operating in the 900 MHz band; |
| GSM 1800: | Global System for Mobile communications operating in the 1800 MHz band; |
| GSM 1900: | Global System for Mobile communications operating in the 1900 MHz band; |
| GSM 850: | Global System for Mobile communications operating in the 850 MHz band; |
| PDC: | Personal Digital Cellular; |
| CDMA (IS - 95 and/or IS-2000 US-TDMA (IS - 136): | Code Division Multiple Access operating and/or EVDO): in any frequency band; |
| i DEN (ESMR): | United States Time Division Multiple Access operating in any frequency band; |
| | Integrated Dispatch Enhanced Network (Enhanced Special Mobile Radio) operating in any frequency band; |
| DataTAC; | |
| Mobitex; | |
| CDPD: | Cellular Digital Packet Data; |
| DECT: | Digital Enhanced Cordless Telephone; |
| PHS: | Personal Handyphone System; |
| FLEX™ | One-way digital numeric/alphanum-eric/binary paging protocol; |
| ReFLEX™ | Two-way digital numeric/alphanum-eric/binary paging protocol; |
| GPRS: | General Packet Radio Service; |
| EDGE: | Enhanced Data rates for Global (or GSM) Evolution; |
| IMT-2000: | International Mobile Telecommunications - 2000; |
| UMTS: | Universal Mobile Telecommunications System; |
| W-CDMA: | Wideband - Code Division Multiple Access; |

and in addition other present and future wire line and wireless network standards supporting the Internet Protocol family;

and any variations or additions to, or deletions or revisions of, the same as may from time to time be determined by the Full Board by a Special Majority Resolution.