

## LIAISON AGREEMENT

This LIAISON AGREEMENT (the "Agreement") is entered into effective as of July 6, 2010, (the "Effective Date") by and between Alliance for Telecommunications Industry Solutions, Inc. (ATIS) and the MultiService Forum (MSF).

### BACKGROUND

ATIS is a global standards development and technical planning organization that is committed to providing leadership for, and the rapid development and promotion of, worldwide technical and operations standards for information, entertainment and communications technologies using a pragmatic, flexible and open approach. Founded in 1983, ATIS leads global standards development work through its committees, forums, incubators and focus groups on issues such as IPTV, Next Generation Networks and convergence.

MSF is a global association of service providers, system suppliers and test equipment vendors committed to developing and promoting open-architecture, multiservice Next Generation Networks. Founded in 1998, the MSF is an open-membership organization comprised of the world's leading telecommunications companies. The MSF's activities include developing Implementation Agreements, promoting worldwide compatibility and interoperability of network elements, and encouraging input to appropriate national and international standards bodies.

ATIS and MSF have identified certain areas of mutual interest, as further described below. Each party believes that it would be mutually beneficial to share certain information and documents within the defined areas of mutual interest and to cooperate as described in this Agreement.

### AGREEMENT

NOW, THEREFORE, the parties hereto each, in consideration of the mutual rights and obligations set out herein, hereby agree as follows:

1. **Contact Persons.** The Contact Persons' listed below are the representatives of each party who are responsible for overseeing implementation of this Agreement. Either party may change its Contact Person by giving written notice to the other party.

#### **For ATIS:**

Name: Maria Estefania  
Vice President of Standards Development  
1200 G Street, NW, Suite 500  
Washington, DC 20005  
Fax:  
[mestefania@atis.org](mailto:mestefania@atis.org)

Thomas Goode  
General Counsel  
1200 G Street, NW, Suite 500  
Washington, DC 20005  
Fax:  
[tgoode@atis.org](mailto:tgoode@atis.org)

**For MSF:**

Florencia Dazzi  
Executive Director  
48377 Fremont Boulevard  
Suite 117  
Fremont CA 94538  
Fax: (510) 492-4001  
Phone: (510) 492-4052  
[fdazzi@msforum.org](mailto:fdazzi@msforum.org)

James McEachern  
MSF President  
3500 Carling Avenue  
Ottawa, ON K2H 8E9  
Canada  
Phone: +1 613 763-3419  
[Jim.mceachern@genband.com](mailto:Jim.mceachern@genband.com)

**2. Collaboration/Cooperation on Areas of Mutual Interest.**

(a) The purpose of this Agreement is to establish a collaborative relationship between the parties in order to endorse and support the communications industry's standards priorities and facilitate the timely and efficient development of standards while avoiding duplication of efforts.

(b) The agreed Work Areas of mutual cooperation described under this Agreement include: topics appropriate for the interoperability testing of next generation networks and services, including IP-based television.

**3. Documents.**

(a) The parties shall exchange, upon request and free of charge, draft and final deliverables ("Documents") to facilitate the development of standards in accordance with the terms and conditions of this Agreement. Upon request, each party agrees to make available to the other party copies of Documents within the Work Areas described in Section 2(b) above unless the party providing the Document objects.

(b) The Documents are only to be made available to the members of ATIS and MSF and solely for the purpose of activities relating to this Agreement. ATIS and MSF each agree to take

reasonable steps prevent the distribution of the Documents to third parties or other unauthorized use of the Documents, such as by maintaining the documents on a password-protected area of its website and retaining any text in the document as provided that describes the limitations on use.

(c) ATIS and MSF undertake to use reasonable commercial efforts to exchange Documents via e-mail and, when appropriate, by electronic download from a password-protected area of its web site or from an FTP site.

(d) Each party agrees to reproduce any warranty disclaimers or limitations of liability which are included in any Documents or other materials made available to it under this Agreement.

(e) With respect to the Documents and other materials that each party provides to the other:

(i) The party disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other intellectual property rights, and will take no position on the validity or scope of any such rights.

(ii) The party will not make any determination that the assurance of reasonable and non-discriminatory terms for the use of a technology has been fulfilled in practice.

(iii) The party takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in a Document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any effort to identify any such rights.

(iv) Neither party acquires ownership of any intellectual or industrial property rights under this Agreement or through any disclosure hereunder. No license to any patent, trademark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereunder except where expressly stated.

(f) If a party wishes to use text from the other Party's Document, it must submit a request in writing to the other party prior to the use indicating: (1) the text to be used; and (2) the proposed use of the text. Additionally, any use must include appropriate citation(s) to the source Document.

(g) In the event that the parties determine that it would be mutually beneficial to co-develop any materials, they will separately negotiate and reach a written agreement on the terms of the co-development, including the ownership of work product and such other matters as appropriate.

4. **Term and Termination.** This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of five (5) years from the Effective Date. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. It is expressly agreed that all the provisions in sections 1 (Contract

Persons), 3 (Documents), 4 (Term and Termination), 5 (Warranty Disclaimer), 6 (Limitation of Liability) and 7 (General) shall survive the termination or expiration of this Agreement for any reason.

5. **Warranty Disclaimer.** EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN "AS IS" BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO.

6. **Limitation of Liability.** EXCEPT WITH RESPECT TO LIABILITY RESULTING FROM ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT ANY RELIANCE UPON THE CONTENTS OF DRAFT DOCUMENTS SHALL BE AT THE SOLE RISK OF THE RECIPIENT THEREOF. THE RECIPIENT DOES HEREBY WAIVE ANY AND ALL CLAIMS OF DETRIMENTAL RELIANCE BASED UPON LATER CHANGES TO DRAFT DOCUMENTS BY THE PROVIDERS THEREOF. NEITHER PARTY SHALL BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT ARISING FROM THE ACTS OF ITS MEMBERS, INCLUDING THE CRIMINAL OR WILLFUL MISCONDUCT OF ITS MEMBERS

7. **General.**

(a) This Agreement supersedes all prior discussions and constitutes the entire agreement between the parties with respect to the subject matter hereof. No change in, modification of or addition to the terms and conditions contained herein will be valid as between the parties unless set forth in a writing which is signed by authorized representatives of both parties and which specifically states that it constitutes an amendment to this Agreement. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of this Agreement. The parties may enter into supplementary agreements for the implementation of specific work projects and activities within the framework of this Agreement.

(b) Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.

(c) It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them. Neither party has the right to act on behalf of or bind the other party in any manner.

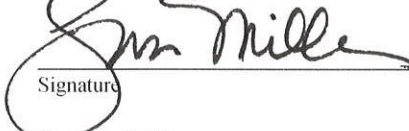
(d) Without the prior written consent of the other party to this Agreement, neither party will issue a press release or other public statement regarding the terms of this Agreement. Each party may note the existence of this Agreement.

(e) It is expected that the parties will publicize these joint efforts. Accordingly, any press releases or other announcements pertaining to the work contemplated under this Agreement will be reviewed and approved by both parties prior to release.

(f) This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York as applied to agreements entered into and fully performed therein by residents thereof.

(g) All notices or other communications permitted or required under this Agreement must be in writing in the English language and must be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Contact Persons at the addresses as set forth above or at such other address as either party shall have furnished to the other pursuant to this section.

Alliance for Telecommunications Industry Solutions, Inc.      MultiService Forum

  
\_\_\_\_\_  
Signature

Susan Miller  
\_\_\_\_\_  
Print Name

President and CEO  
\_\_\_\_\_  
Print Title

  
\_\_\_\_\_  
Signature

Jim McEachern  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Print Title