CO-OPERATION AGREEMENT

This Co-operation Agreement ("Agreement") is entered into and is effective as of February 22, 2012 (the "Effective Date") by and between the Open Mobile Alliance Ltd. ("Open Mobile Alliance"), the principal office of which is at 4330 La Jolla Village Drive, Suite 110, San Diego, California 92122 and the Alliance for Telecommunications Industry Solutions ("ATIS"), the principal office of which is 1200 G Street NW, Suite 500, Washington, DC 20005.

RECITALS

WHEREAS, the Open Mobile Alliance and ATIS (each referred to individually as "party" and collectively as "parties") have the common objective to promote international standardization with the aim of contributing to the establishment of global standards in the wireless telecommunications and Internet domain.

WHEREAS, the Open Mobile Alliance and ATIS seek guidelines to structure and strengthen their relationship and to foster closer co-operation.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the Open Mobile Alliance and ATIS hereby agree as follows:

1. DEFINITIONS

(a) "Work Areas" mean the described work areas as set forth in Exhibit A attached hereto and incorporated herein, as modified from time to time by mutual decision of the parties.

(b) "Contact Persons" mean the persons as set forth in Exhibit B, attached hereto and incorporated herein, as may be modified from time to time by either party through notice to the other party.

(c) "Contributions" means any work that may be encumbered by Intellectual Property Rights ("IPR"), as defined below.

(d) "Observers" mean those persons from either the Open Mobile Alliance or ATIS, who may attend the other party’s meetings pursuant to the terms of this Agreement. An Observer may be a member of staff, consultant of the


Open Mobile Alliance or ATIS or an employee/authorized representative of any member of the Open Mobile Alliance or ATIS, as relevant.

(e) "Documents" mean copies of Specifications, working documents and drafts each owned by the respective party and shared under the terms of this Agreement. Documents may or may not be Contributions under this Agreement.

(f) "Intellectual Property Rights ("IPR")" mean the patents and pending patent applications, copyrights covering software or firmware, and mask works on integrated circuit mask sets, whether in existence now or created, invented or developed in the future.

(g) "Specification" means a document, in any form or media including but not limited to paper or an electronic file, containing a set of detailed technical specifications as specifically defined by the organization that produced the same.

2. INTRODUCTION

(a) The goal of this Agreement is to encourage cooperation between the parties in the Work Areas.

(b) Each organization operates according to its own respective rules and procedures. The parties desire through this Agreement to establish specific guidelines regarding the sharing of Documents and the participation by Observers in certain meetings.

(c) The parties shall exchange, upon request, as mutually desired and free of charge, information on relevant work programs in the Work Areas.

(d) If either party wants to make a normative reference to the Specification of the other party, such reference should be publicly available and should be in line with the referencing policy, guidelines or practice of the referencing organization.

3. DOCUMENT SHARING

(a) Upon request, each party agrees to make available to the other party copies of Documents within the Work Areas described in Exhibit A unless the party receiving the request objects.
(b) The Documents are only to be made available to the members of ATIS and the OMA and solely for the purpose of activities within the Work Areas identified in Exhibit A, as that exhibit may be amended from time to time. ATIS and the OMA each agree to ensure that its members keep such Documents confidential on no less restrictive terms than those contained in this Agreement.

(c) ATIS and the OMA undertake to use reasonable commercial efforts to exchange Documents via e-mail and, when appropriate, by electronic download from its Web site or from an FTP site.

(d) Each party agrees to reproduce any warranty disclaimers or limitations of liability that 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:
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.
The party will not make any explicit determination that the assurance of reasonable and non-discriminatory terms for the use of a technology has been fulfilled in practice.
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.

4. PARTICIPATION IN MEETINGS

(a) At either (i) the invitation of the Contact Person of the hosting party or (ii) if, at the request of the other party, the Contact Person of the hosting party so agrees, the Observers may attend and, subject to the limitations set forth below, participate in the other party's meetings. Either party may designate any part(s) of its meeting as "closed". Observers may not attend or participate in such "closed" sessions.

(b) Observers may submit technical proposals to the chairperson of the group/body in which they are participating, provided, however, that
Contributions shall only be submitted pursuant to the terms set forth in section 5 of this Agreement.

(c) In the event that an Observer is a member of both the Open Mobile Alliance and ATIS, the Observer will inform the chairperson of the group/body in which he or she is participating of the affiliation being represented, which should remain consistent during the course of that meeting.

5. CONTRIBUTIONS

(a) Contributions may be made to the Open Mobile Alliance by members of ATIS who are also members of the Open Mobile Alliance only in their capacity as Open Mobile Alliance member(s) under the Open Mobile Alliance membership rules, including its IPR policy.

(b) Contributions may be made to ATIS by members of the Open Mobile Alliance who are also members of ATIS only in their capacity as ATIS member(s) under ATIS operating procedures, including its IPR policy.

6. COPYRIGHT OF MATERIALS

(a) Provided that the party has received the prior written permission from the respective Contact Persons for each specific document with the reference number associated with such document, either party may incorporate and use text and/or graphics provided by the other party ("Submitted Materials") subject to Section 6(b) hereafter.

(b) Subject to Section 6(a) and provided that the source of such material is acknowledged fully, each party grants to the other party a free, irrevocable, perpetual, non-exclusive, world-wide license to incorporate text or other copyrightable material contained in the Submitted Materials and any derivative works thereof in electronic and print publications (and in publications in any media hereafter devised); to reproduce, distribute, display and perform such material as part of the publications; to register the copyright in the publication and to distribute in its own name any standards publication even though it may include portions of the other’s contributions (subject to the inclusion of appropriate acknowledgements); and at the party’s sole discretion, to permit others to reproduce in whole or in part such Submitted Materials as part of the resulting standards publications.
(c) In the event the Open Mobile Alliance and ATIS 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.

7. CONFIDENTIAL INFORMATION

Documents exchanged between the parties will be treated as confidential by the receiving party if these Documents are not publicly available from the disclosing party and have been marked as “Confidential”.

8. 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 (Definitions), 5 (Contributions), 6 (Copyright of Materials), 7 (Term and Termination), 9 (Limitation of Liability) and 10 (General) shall survive the termination or expiration of this Agreement for any reason.

9. LIMITATION OF LIABILITY

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 NON-INFRINGEMENT. NOR DOES EITHER PARTY MAKE ANY REPRESENTATIONS WITH RESPECT TO OR WARRANT THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT. Without limiting the foregoing, each party agrees to accept the terms of and reproduce any warranty disclaimers or limitations of liability that are included in any material made available to it under this Agreement. In no event shall either the Open Mobile Alliance or ATIS be liable to each other or to any third party for any special, incidental, consequential, exemplary or punitive damages or damages for loss of business profits, business interruption, loss of business information, or other monetary loss, whether or not advised of the possibility of such damages.

10. GENERAL

(a) This Agreement supersedes all prior discussions and constitutes the entire Agreement between the parties with respect to the subject matter hereof.
(b) Neither party acquires any intellectual or industrial property rights under this Agreement or through any disclosure hereunder except where expressly stated in this Agreement. Further, no license to any patent, trademark, copyright or other proprietary right is granted under this Agreement or through any disclosure hereunder except where expressly stated in this Agreement.

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

(d) 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.

(e) Each party may disclose publicly the existence of this Agreement, provided that neither party will publicly disclose the terms of this Agreement without obtaining the prior written consent of the other party. For example, each party may indicate, without the need of prior written consent from the other party, the name and logo of the other party in a public list of liaison partners, provided that the party using the trademarks of the other party abides by the trademark guidelines of that party as may be issued from time to time.

(f) Neither party may use the trademarks of the other party (other than as referenced in section 10(e) of this Agreement) or indicate any endorsement from that party regarding testing or other similar services.

(g) 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.

(h) 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 acknowledgment of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Contact Persons and to the Chairman of the Board of the Open Mobile Alliance at the addresses as set forth in Exhibit B or such
EXHIBIT A

WORK AREAS

The work areas of mutual interest under this Agreement shall be limited to
- Cloud Services
- Machine-to-machine issues
- Accounting management, billing issues
- Service enablers, interface approaches and data elements
- Location services
- Emergency Services
- Interaction with Common IMS and Core Networks
EXHIBIT B

CONTACT PERSONS

Open Mobile Alliance

Name: OMA Technical Plenary Chairman, currently Musa Unmehopa
E-mail Address: musa.unmehopa@alcatel-lucent.com
Phone number: +31 6 233 66 763 (Mobile) / +31 35 687 1684 (Office)

Name: OMA Chairman of the Board
In care of Seth Newberry at e-mail address: SNewberry@omaorg.org
Phone: 1.858.623.0742

Alliance for Telecommunications Industry Solutions

Name: Yvonne Reigle
E-mail Address: yerigle@atis.org
Phone number: 1.215.340.1087

Name: Thomas Goode
E-mail Address: tgoode@atis.org
Phone number: 1.202.434.8830
other address as either party shall have furnished to the other pursuant to this section.

IN WITNESS whereof this Agreement was duly signed for and on behalf of the parties on the day and year first above written.

Open Mobile Alliance Ltd, Alliance for Telecommunications Industry Solutions

Mark Cataldo
Chairman of the Board

Susan Miller
ATIS President and CEO