

LIAISON AGREEMENT

This LIAISON AGREEMENT (the "Agreement") is entered into effective as of June 22, 2010, (the "Effective Date") by and between Alliance for Telecommunications Industry Solutions, Inc. (ATIS) and Quality Excellence for Suppliers of Telecommunications Forum (QuEST Forum).

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, convergence, network performance and reliability.

QuEST Forum is a global communications association comprised of industry service providers and suppliers dedicated to continually improving products and services in the communications industry. Founded in 1998, QuEST Forum's creation and continuing improvement of the TL 9000 quality management system has provided an industry specific platform of guidelines and processes that have improved supply chain management effectiveness and efficiency. The performance measurement requirement has allowed companies to track their company's improvement and to know their position as compared to similar companies and products.

ATIS and QuEST Forum 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. For the purposes of this Agreement:

(a) "Contact Person" means the representative of each party who is responsible for overseeing implementation of this Agreement. Each party's initial Contact Person is listed below, although 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
E-mail Address: mestefania@atis.org
Address: 1200 G Street, NW, Suite 500
Washington, DC 20005
Phone number: (202) 434-8842

Name: Thomas Goode, ATIS General Counsel
E-mail Address: tgoode@atis.org
Address: 1200 G Street, NW, Suite 500
Washington, DC 20005
Phone number: (202) 434-8830

For QuEST Forum:

Name: Don Pickens, Chief Operating Officer
E-mail Address: dpickens@questforum.org
Address: 101 E. Park Blvd. Suite 220
Plano, TX 75074
Phone number: (972) 423-0268

(b) “Work Areas” means the agreed work areas of mutual cooperation described in below, as modified from time to time by mutual written agreement of the parties.

(c) “Documents” includes standards, technical requirements, technical specifications, technical reports, industry guidelines or white papers.

2. **Areas of Mutual Interest.**

(a) The Work Areas under this Agreement include performance, quality, and reliability for network operations; this includes network metrics, operational metrics and sustainability metrics.

(b) The parties shall exchange, upon request and free of charge, information on relevant work programs in areas of mutual interest subject to and in accordance with the terms and conditions of this Agreement.

3. **Documents.**

(a) Upon request, each party agrees to make available to the other party copies of Documents within the Work Areas described in Section 2(a) above unless the Document holder objects.

(b) The Documents are only to be made available to the members of ATIS and QuEST Forum and solely for the purpose of activities relating to this Agreement. ATIS and QuEST Forum 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 QuEST Forum 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 explicit 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.

(v) Except as otherwise provided in Section 4(e) below, 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.

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 three (3) 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, 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.

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.

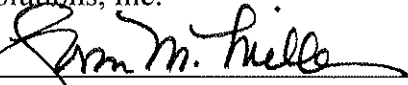
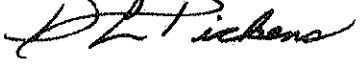
(d) Without the prior written consent of the other party to this Agreement, neither party will issue a press release or other public statement regarding the terms of this Agreement. Each party may note the existence of this Agreement.

(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. QuEST Forum

	
Signature	Signature
<u>Susan M. Miller</u>	<u>DONALD L PICKENS</u>
Print Name	Print Name
<u>President & CEO</u>	<u>COO</u>
Print Title	Print Title