

Membership Guidelines
of
Open Mobile Alliance Ltd.

A. Membership Qualifications

Membership in the Open Mobile Alliance Ltd. ("OMA") requires each company to submit a completed Application Form. Each application is reviewed by the OMA to ensure the applicant fulfills the criteria for membership as established by the Board of Directors of OMA from time to time, and payment of dues.

B. Membership Criteria

To be a member in good-standing of OMA, such member must:

1. Abide by all OMA policies and guidelines, including but not limited to the Articles of Association, the Application Form, IPR policies, the Antitrust Policy and Antitrust Guidelines, the Trademark Usage Requirements, the PR Guidelines, and Web Site Terms of Use and these membership guidelines.
2. Continue to meet membership or eligibility requirements set forth under the Articles of Association.

C. Specific Membership Criteria for Organizations

Any international association, national association, regional federation, or regional group (collectively referred to as "Organization") may join OMA provided the terms below are met. If the Organization has entities within its own membership which are not separately members of OMA, then it is particularly important that such Organization have procedures in place as noted below to protect the Organization's legal requirement to OMA and the OMA members.

1. The Organization meets the membership criteria set forth in section B above.
2. Be an industry Organization in good standing whose principal objective is to represent the interests of the persons under the Organization's relevant membership category as set forth in the Articles of Association and selected on the Application Form.
3. The Organization implements procedures to segregate any confidential OMA material from the Organization's members which are not also members of OMA and regularly monitors the same for compliance.
4. The Organization implements procedures to segregate any information containing

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essential IPR (as defined in the Schedule to the Application Form) from the Organization's members which are not also members of OMA and regularly monitors the same for compliance.

5. The Organization implements procedures to comply strictly with the copyright policy (as defined in the Schedule to the Application Form) and regularly monitors the same for compliance.

6. The Organization at the request of OMA will provide all such procedures as stated above to OMA.

D. Membership Fees

OMA may charge dues for membership and fees for services, which are subject to revision from time to time, as determined by the Board of Directors of OMA.

E. Membership Privileges

Supporter Members are entitled to have certain access to the Web site. They are also entitled to have access to and make comments on draft specifications. Supporter Members are entitled to receive notice of general meetings but are not allowed to either attend or vote at such meetings. Supporter Members are not eligible for election to the Board.

Associate Members have full access to the Web site. Associate Members may participate, though not vote, in the Technical Plenary. Associate Members may participate in Working Groups, including being a Working Group vice chair and contributing to requirements. However, Associate Members may not participate in formal votes of the Working Groups. Associate Members may propose specifications to the Working Groups through the consensus informal poll process. Associate Members may appeal Working Group decisions only on procedural, not technical, issues. Associate Members are entitled to receive notice of and attend annual or special general meetings, however, shall not have the right to speak or vote at any annual or special 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 OMA. Associate Members are not eligible for election to the Board.

Sponsor Members and Full Members have full access to the Web site, may participate fully and vote in the Technical Plenary and all Working Groups, may nominate and vote for individuals as Elected Directors, and shall be entitled to approve specifications as Specifications of OMA. Both Sponsor Members and Full Members shall be entitled to receive notice of, attend and vote at all meetings of OMA.

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Also, each Sponsor Member is entitled for as long as it remains a member of OMA and always subject to the Articles of Association to nominate without need of election a Sponsor Director to represent it on the Board.

F. Cessation of Membership Status

1. Failure to Pay Membership Dues

Pursuant to Article 22 of the Articles of Association, a member who fails to pay its membership dues within sixty (60) days of the due date of the annual invoice will not be able to exercise its membership rights, unless otherwise determined by the Board.

Failure to pay membership dues within one hundred and twenty (120) days of the due date of the annual invoice will be grounds for automatic cessation of membership pursuant to Article 4.3.1 of the Articles of Association. It is the policy of OMA to send notifications to the member prior to such cessation of membership.

2. Material Breach of the Application Form

As set forth in Article 4.3.2 of the Articles of Association, if a member has materially breached the Application Form and (in the case of a material breach which is capable of remedy) fails to remedy the same within thirty (30) days of receiving notice requiring it so to do, then such member shall be deemed to have given notice to withdraw from OMA with immediate effect.

3. Breach of the Confidentiality Provisions

As set forth in Article 4.3.3 of the Articles of Association, any member who breaches any of the obligations as to confidentiality as stated in the Application Form shall be deemed to have given notice to withdraw from the OMA with immediate effect.

4. Withdrawal by Member

Any member may at any time withdraw from OMA by giving notice to that effect to OMA. Any such notice to withdraw shall take effect from the date so specified in the notice or, if no such date is specified, one month after receipt of the same by OMA. Membership shall not be transferable and shall cease on death, dissolution or insolvency. Also any member shall be deemed to have given notice to withdraw from OMA with immediate effect on the occurrence of any of the events set out in Article 4.4 of the Articles of Association.

5. Result of Suspension and Cessation of Membership

Any member suspended from OMA shall have no claim against OMA or be entitled to receive notice of or attend and vote in any OMA meeting. Any member whose membership in OMA has ceased shall have no further interest in the property of, or claim against, OMA and shall be entitled to re-apply only through reconsideration by the

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Board of Directors of OMA as set forth in these membership guidelines and upon payment in full of all obligations to OMA outstanding at the time of cessation of previous membership in OMA. There will be no reimbursement of membership dues upon suspension or cessation of membership for any other reason.

NOTE:

The membership guidelines stated above are subject to change from time to time without notice.

Capitalized terms used above are defined in the Articles of Association and/or the Application Form.

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