



By-laws of TM Forum

**Revision 6.0 August 2014
(Final)**

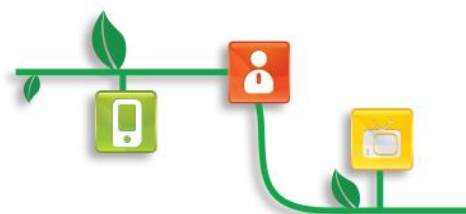


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PART A: INTRODUCTION AND OBJECTIVES

1 DEFINITIONS AND INTERPRETATION

In these by-laws, unless the context requires otherwise, specific capitalized terms and expressions are defined in Schedule 1 and these shall have the meanings set out below and the rules of interpretation set out in this Article shall apply.

1.1 Definitions

“Acknowledgment Letter of Membership”	a letter addressed to any new Member acknowledging acceptance to membership and any other information as may be appropriate, in a form approved by the Secretary
“Act”	the New Jersey Non-Profit Corporation Act, as amended, re-enacted or consolidated
“Annual Board Meeting”	the Board meeting convened pursuant to Article 12.1.3
“Annual Dues”	annual payments required from Members pursuant to Article 9.1
“Annual Meeting of Members”	the meeting of Members held annually pursuant to Article 10.1
“Annual Operating Plan and Budget”	an operating plan and budget formulated annually by the CEO and approved by the Board in order to implement the terms of the Strategic Plan
“Collaboration Project Team”	a group of eligible persons formed and whose actions are conducted, according to the provisions of the Collaboration Project Team Process and acting under an approved Project Charter
“Collaboration Project Team Process”	the process as from time to time amended, which describes the formation and operation of Collaboration Project Teams at the TM Forum. Except as otherwise provided herein, the process for membership in a Collaboration Project Team and Contributions thereto shall be governed by guidelines approved by the Executive Committee and published from time to time on the TM Forum website.
“Committee”	a group of Directors and / or their Designees appointed to

perform a specific role on behalf of the Board and acting under powers devolved by the Board.

“Constituency”

a subset of the Members determined by reference to such defining characteristics (including but not limited to the commercial or other activities carried out by such Member) as the Board may approve in accordance with Article 5.2.2.

“Contributor”

A Member on whose behalf a Contribution is made by the Member’s Team Participant.

“Contributor Document Submission Form”

a form to be executed by any Contributor in relation to documents submitted to the TM Forum or any Collaboration Project Team, in such form as the Board may from time to time approve

“Corporation”

TM Forum, a New Jersey Non-Profit Corporation registered under Section 501(c)(6) of the United States Internal Revenue Code.

“Director”

a Director appointed to the Board in accordance with Article 5. Directors are also known as “Trustees” in New Jersey Not-for-profit Corporations

“Designee”

a person appointed by the Board and authorized by the Board to serve on a Committee on its behalf and to vote on matters as may be devolved by the Board to such Committee. Any Designee shall be bound by the same rules, obligations and duties as the Directors of the TM Forum, including but not limited to those provided in these By-laws and NJSA 15A:1-1 et seq. , and the Board shall determine how and in what matter such Designees are to be chosen

Executive Committee

Committee appointed by the Board to oversee operational management of the TM Forum

“Ex-officio Director”

a Director, usually an Officer employed by the TM Forum, and appointed in accordance with Article 5.3.1

“TM Forum Approved Document”

A TM Forum Standards Final Deliverable

“Group”

two companies or entities shall be considered to be in the same Group if one has a controlling interest in the other or if they are under common control. For these purposes

“control” may be direct or indirect.

“In good standing”

In respect of any Member, having paid all Annual Dues, Special Assessments and any other invoice(s) in excess of \$10,000 which is over 60 days due and not having been expelled from the TM Forum or had Membership suspended or downgraded or been subject to any other sanction

“Member Reserved Decision”

a decision requiring a vote of the Corporate Members in accordance with Article 11

“Member”

a member of the TM Forum, of any class

“Membership Application”

a form of document to be submitted by applicants for membership, in such form as the Board may from time to time approve

“Officer”

Officers are appointed by the Board in accordance with Article 6 to run the day-to-day operations of the TM Forum. A New Jersey corporation must have at least three officers: (1) a chief executive officer or president, (2) a treasurer or chief financial officer and (3) a secretary. There is no limit on the number of officers, and no limit on the number of offices any one person may hold. In fact, the same person can hold all offices.

“Policy on Intellectual Property Rights”

Policy document setting out the respective rights of a Member and the TM Forum in relation to intellectual property, in such form as the Board may from time to time approve. See Annex 1 of these By-laws.

“Project Charter”

A formal description of a Collaboration Project Team’s objectives and other relevant criteria including the names of Team Participants and the applicable IPR mode.

“Principal Contact”

a person appointed as such in accordance with Article 4.6 who is the primary interface to the TM Forum in a Member company

“Slate”

A list of persons, prepared by the Nominating Committee, recommended for appointment to the Board.

“Special Assessment”

a special payment required of Members in accordance with

Article 9.2

“Staff”	people employed or contracted by the TM Forum to serve the interests of Members
“Strategic Plan”	a document approved by the Board that sets out the strategy of the TM Forum and the high-level operational goals
“Structure”	The target mix of Directors to be proposed as a Slate of Directors for approval by the Board and Corporate Members.
“Subscription to the by-laws”	formerly a separate document, it is a clause in the Membership Application executed by each new Member in which such new Member agrees to be bound by these by-laws, in such form as the Board may approve
“Team Participants”	participants in a TM Forum Collaboration Project Team who meet criteria defined in Article 10.6 and in Annex 1: Policy on Intellectual Property Rights.
TM Forum	TM Forum, a New Jersey Non-Profit Corporation registered under Section 501(c)(6) of the United States Internal Revenue Code.
“TM Forum Standards Final Deliverable”	a TM Forum Deliverable that has been designated and approved by a Collaboration Project Team as a TM Forum Standards Final Deliverable pursuant to the terms of Annex 1, Policy on Intellectual Property Rights, which has been approved as a TM Forum Approved Deliverable by the corporate Members of TM Forum in accordance with Article 11.4

1.2 Rules of Interpretation

In these by-laws:

- The headings are for convenience only and shall not affect the interpretation;
- The masculine shall include the feminine; and
- The singular shall include the plural and vice-versa.

2 PURPOSES AND OBJECTIVES

2.1 Purposes

The TM Forum is incorporated in New Jersey as a non-profit corporation under the New Jersey Non-Profit Corporation Act, as amended, re-enacted or consolidated (the "Act"). The business of the TM Forum shall not be conducted for the financial profit of its Members, but shall be conducted for the mutual benefit of its Members and for the advancement of the global digital services industry.

2.2 Objectives

The objective of the TM Forum is to provide the critical industry standards, best practices and business know-how enabling providers of digital services to build highly efficient and agile service operations infrastructure from standardized components supplied by a vibrant and open market.

Its aims include serving as a focal point for discussion and for the advancement of the industry, sponsoring of co-operative research and the development of common standards, where appropriate. More detailed goals of the TM Forum are set out in the Strategic Plan.

2.3 Interaction with other Interested Parties

It is the policy of the TM Forum to coordinate its activities with those of other consortia, public and private groups, recognized standards bodies and other interested parties, as appropriate. The TM Forum shall make any results of the activities of the TM Forum available to all interested parties, on reasonable terms applied uniformly and openly.

2.4 Prohibition on Anti-Competitive Practices

In working toward the achievement of these stated objectives, the TM Forum and its Members are individually and collectively committed to open competition in the development of products and services. In particular but without limitation:

- 2.4.1 Members are not restricted in any way from designing, developing and/or marketing hardware, software or any other products or services;
- 2.4.2 Members are not obliged to implement or use specific interoperable solutions or other technology standards or recommendations which may be developed or promoted by the TM Forum; and
- 2.4.3 Nothing contained in these by-laws shall authorize the TM Forum directly or indirectly to engage in any act or thing which could violate any applicable national or international law regarding competition or trade. Without limitation, any discussion about prices, quantity or quality of production levels, methods or channels of distribution, markets, customers, or about any other topic, which could have an adverse impact on national or international competition or trade or violate any such law, is prohibited. Antitrust Guidelines, shown at Annex 2 of these Bylaws, have been adopted by the TM Forum and all Members are bound by them.

2.5 Taxation status

Notwithstanding anything in these by-laws to the contrary, nothing contained in these by-laws shall authorize the TM Forum directly or indirectly to engage in any act or thing incidental to or connected with the purposes and objectives set out in Article 2 or the advancement of those purposes and objectives which would cause the TM Forum to be disqualified as a business league within the meaning of Section 501(c)(6) of the United States Internal Revenue Code.

3 OPERATIONAL GUIDANCE

3.1 Scope

The Board shall *inter alia*:

- 3.1.1 Determine and maintain contractual and spending limits for Officers and staff;
- 3.1.2 Determine and maintain the powers delegated to any Committee; and
- 3.1.3 Ensure that the CEO prepares and maintains appropriate procedures setting out, *inter alia*, more detailed procedures and statements of best practice for the day-to-day operation of the TM Forum.

3.2 Order of Precedence of Documents

To the extent there is any conflict between the TM Forum's Certificate of Incorporation, the Agreement on Intellectual Property Rights and these By-laws, those documents shall take the following order of precedence:

- 3.2.1** Certificate of Incorporation (highest);
- 3.2.2** By-laws
- 3.2.3** Policy on Intellectual Property Rights (Annex 1 of the By-laws)
- 3.2.4** Contractual & spending limits; powers of Committees and published procedures (lowest);

and all four documents shall be subject to the Act and other applicable law.

3.3 Amendment of Operational Guidance

The Board may amend the contractual and spending limits and powers of Committees at any time by vote of the Board under rules defined in Article 12.

PART B: MEMBERSHIP CLASSES AND CORPORATE GOVERNANCE

4 MEMBERSHIP CLASSES AND RIGHTS; PRINCIPAL CONTACTS

4.1 Classification

Membership of the TM Forum shall be divided into three classes, namely, Corporate Members, Subsidiary Members and Affiliate Members. The Affiliate class shall be used exclusively for complimentary memberships. Any company or entity whose staff or employees participate in the TM Forum's activities must first become a Member of the TM Forum under one of these categories.

4.2 Qualification to Apply for Membership

- 4.2.1 Any firm, partnership, corporation, university, governmental body or other Corporation or entity directly or indirectly involved in activities related to the global information and communications technology industry may, subject to Article 4.2.2, apply to be a Corporate or Subsidiary Member.
- 4.2.2 Groups: An applicant for Corporate membership, in addition to satisfying Article 4.2.1, may also be a specific designated entity within a Group, typically the controlling entity. There may not be more than one Corporate Member from any Group, other entities within that Group shall apply for Subsidiary membership, if they or their staff wishes to participate in the TM Forum's activities.
- 4.2.3 Subsidiaries: An applicant for Subsidiary Membership must, in addition to itself satisfying the criteria set out in Article 4.2.1, be a division, subsidiary or business unit of a current Corporate Member and one in which the Corporate Member has a controlling interest. The purpose of the Subsidiary class of membership is to enable different entities within the same Group, and the staff of those entities, to participate in the TM Forum's activities either as part of or separate to the activities of other entities in the Group.
- 4.2.4 Affiliate Members: Any firm, partnership, corporation, governmental body, educational institution, non-profit Corporation or analyst/consultant company may be granted a complimentary Affiliate Membership with the approval of the President.

4.3 Rights of Corporate Members

Each Corporate Member shall have the right to:

- 4.3.1 Participate in, comment and vote at Annual Meetings of Members, and any special meetings of Members;
- 4.3.2 Submit to the Nominating Committee the name of an individual to be considered to stand for appointment as a Director (subject to such individual having the necessary degree of connection with that Corporate Member as specified in Article 5.1.5 and satisfying the qualification procedures set out in Articles 5.1.5);
- 4.3.3 Approve the Slate of candidates presented at the at Annual Meetings of Members for appointment as Directors of the Board;
- 4.3.4 Initiate (subject to observing the initiation process as published on the TM Forum's website) any work to be performed by the TM Forum, or a Collaboration Project Team, as a sponsor of such work;
- 4.3.5 Except as set forth in the IP Policy which is annexed to these by-laws, provide delegates to participate in, or chair, and vote at any Collaboration Project Team; vote to approve TM Forum Standards Final Deliverables;

- 4.3.6 Vote upon the Member Reserved Decisions set out in Article 11.3; and
- 4.3.7 Such other privileges and entitlements as may be determined by the Board from time to time.

4.4 Rights of Subsidiary Members

Each Subsidiary Member shall have the right to:

- 4.4.1 Participate in, and comment but not vote at Annual Meetings of Members, and any special meetings of Members;
- 4.4.2 Initiate (subject to observing the initiation process as published on TM Forum’s website) any work to be performed by TM Forum, or a Collaboration Project Team, as a sponsor of such work;
- 4.4.3 Provide delegates to participate in, or chair, and vote at any Collaboration Project Team, provided another delegate belonging to a Corporate Member within the same Group is not participating in the Collaboration Project Team, in which case the delegate from the Corporate Member holds the vote.

4.5 Rights of Affiliate Members

Each Affiliate Member shall have the right to:

- 4.5.1 Participate in, and comment but not vote at, Annual Meetings of Members and any special meetings of Members; and
- 4.5.2 Provide delegates to participate in (but not chair or vote at) any Collaboration Project Team, if approved by the President.

4.6 Member Contacts

- 4.6.1 Appointment of Principal Contact: Each Member shall appoint an individual (in respect of that Member, the “Principal Contact”) who shall act as the primary point of contact between the TM Forum and that Member in relation to matters affecting Members.
- 4.6.2 Attendance and voting at Annual Meeting of Members: The Principal Contact of a Corporate Member shall represent and vote on behalf of the relevant Member at the Annual Meeting of Members. No person other than the Principal Contact may represent or vote on behalf of a Member at such meetings unless agreed in writing with the Chairman.
- 4.6.3 Nomination process: The Principal Contact of a Corporate Member shall also be responsible for submitting to the Nominating Committee the name of, and the requisite documentation in relation to, the person (if any) whom that Corporate Member wishes to nominate for consideration to be appointed as a Director. The Nominating Committee shall not be required to consider such a name or documentation submitted by a Corporate Member if it is not submitted by the Principal Contact.
- 4.6.4 Appointment of functional contacts: The Principal Contact shall nominate individuals who shall act as a contact and liaison point for various functions within the TM Forum as listed below. The Principal Contact may be the same person as any of these contacts.
 - a) Appointment of Administrative Contact. Each Member shall appoint an individual who shall act as the principal point of contact between the TM Forum and that Member in relation to financial and administrative matters.
 - b) Appointment of Technical Contact. Each Member shall appoint an individual who shall act as the principal point of contact between the TM Forum and that Member in relation to

technical matters. The appointed Technical Contact shall be permitted to vote on the approval of TM Forum Standards Final Deliverables with written authority of the Principal Contact.

- c) Appointment of Marketing contact. Each Member shall appoint an individual who shall act as the principal point of contact between the TM Forum and that Member in relation to marketing matters.
 - d) Appointment of Intellectual Property Contact. Each Member shall appoint an individual who shall act as the principal point of contact between the TM Forum and that Member in relation to intellectual property matters. The Intellectual Property Contact shall be a “Designated Representative” as required by the Policy on Intellectual Property Rights (Annex 1) and may be the same person as the Principal Contact. The appointed Intellectual Property Contact is required to approve the participation in Collaboration Project Teams and the execution of implementation licenses of a TM Forum best practice or standard, as defined in sections 4, 7, and Appendices A and D of the Policy on Intellectual Property Rights (Annex 1).
- 4.6.5 Record keeping/change of Contacts: Each Member shall ensure that the TM Forum is supplied with up-to-date contact details via the TM Forum’s website, and shall notify the Secretary of any change to the identity of the Principal Contact. The Member shall have sole responsibility for such the appointment of such contacts, notification to the TM FORUM and maintaining accurate and up to date records.
- 4.6.6 Directors: A Director is not precluded from also acting as Principal or other Contact for a Member, provided such individual observes the guidelines as published on TM Forum’s website for persons in such a dual role;
- 4.6.7 Subsidiaries: A Subsidiary Member shall be entitled to its own Principal Contact, separately from its Member parent with all the responsibilities of Principal Contact excluding voting rights pursuant to Article 4.4 and nomination of candidates for the Board appointment.

5 BOARD OF DIRECTORS

5.1 Directors

- 5.1.1 Supervision of the TM Forum: Subject to the responsibilities of the CEO and staff for the day to day running of the TM Forum as set out elsewhere in these by-laws, the properties and business of the TM Forum shall be supervised by the Board. The Board shall appoint an Executive Committee for this purpose as defined in Article 7.2.1.

Primary functions of the Board: The primary functions of the Board are to provide the TM Forum with leadership; strategic direction and to:

- a) Determine the TM Forum’s mission and purpose via a statement of mission and purpose that articulates the TM Forum’s goals, means, and primary constituents served.
- b) Select the Chief Executive Officer (CEO) by reaching consensus on the CEO’s responsibilities and undertaking a careful search to find the most qualified individual for the position.
- c) Provide proper financial oversight. The Board shall approve Annual Operating Plan and Budget; approve any material changes to it and ensure that proper financial controls are in place.
- d) Ensure adequate resources in order for the TM Forum to fulfil its mission.

- e) Ensure legal and ethical integrity; maintain accountability and ensure adherence to applicable national and international legal standards and ethical norms.
- f) Ensure effective organizational planning and actively participate in assisting in the implementation and monitoring the organization's goals.
- g) Recruit and orient new Board members and assess Board performance by routinely articulating prerequisites for candidates, orienting new members, and periodically and comprehensively evaluate the Board's own performance.
- h) Enhance the TM Forum's public standing by clearly articulating the TM Forum's mission, accomplishments, and goals to the marketplace and garnering support from the community.
- i) Review, oversee and monitor the TM Forum's programs and services and determine which programs are consistent with the TM Forum mission and to monitor their effectiveness.
- j) Provide the moral and professional support to the Chief Executive Officer (CEO) needed to further the goals of the TM Forum and; assess his/ her performance.

5.1.2 Total number of Directors:

The total number of Directors shall be subject to appropriate articles but not less than three and not more than 26; or in special circumstances such other number as may be determined by the Board.

5.1.3 Directors to be Trustees:

The Directors shall be the "Trustees" of the TM Forum for the purposes of the Act and subject to all requirements of the Act.

5.1.4 Collective responsibility of Directors

Directors (and their Designees) are subject to Common Law which treats the Board of Directors as an entity, each member of which shares the same rights and duties and accountability. Each Director (and their proxies or Designees serving on any Committee or Subcommittee of the Board) shall share equally in the responsibility of the Board to act in the best interests of the TM Forum.

Directors must decide an issue solely in the interests of the TM Forum and its overall membership. If a Director cannot make such a decision, because of a conflicting interest of any kind (such as employment with a Member company or serving as a Director of another organization), he or she shall abstain from voting; and if the conflicting interest is one which is involved with all Board issues, should resign. The remaining members of the Board shall determine whether such a conflict exists.

The decision of a majority of the Board, subject to quorum and other requirements of these By-laws, shall be honored and supported by all Directors, (and their proxies serving on any Committee or Subcommittee of the Board), none of whom should do anything to negate or circumvent such a decision.

5.1.5 Sponsoring Member

Any candidate for a position as a Director must be put forward to the Nominating Committee (as described in Article 7.2.2) by a Corporate Member (in relation to that candidate, the "Sponsoring Member"). The candidate must be employed by, or have other appropriate commercial arrangements with, the Sponsoring Member which will ensure adequate support for the candidate if he is appointed to the Board. In the event of any dispute over the adequacy of such arrangements, the decision of the Board (acting on the recommendation of the Nominating Committee and subject to Article 12.3) shall be final.

No Corporate Member and no Group may put forward more than one candidate for appointment as a Director. No Corporate Member and no Group may be the Sponsoring Member for more than one Director at any time.

If at any time, through merger or acquisition or otherwise, two or more Corporate Members which are the Sponsoring Members of Directors become part of the same Group, only one of the relevant Directors may continue to serve. The relevant Corporate Members shall decide between themselves which Director shall continue to serve, and the other relevant Director shall vacate their position. If no such decision has been taken by the first Board meeting after the relevant merger or acquisition, all the relevant Directors shall be suspended from the Board and deemed not to be a Director until such a decision is taken.

- 5.1.6 Constituency representation: Directors shall not solely represent their Sponsoring Members interests, but shall also represent the interests of a Constituency.
- 5.1.7 Retirement by rotation: Directors shall, subject to Article 5.1.5 serve for a term of two years from the date of their appointment. Each Director shall be assigned a “class year” when appointed, which shall be the year in which the term of such Director shall expire. Individual Directors may, if re-appointed, serve multiple consecutive terms beyond their initial appointment. For the avoidance of doubt there shall be no requirement that the number of Directors in each “class year” should be equal or approximately equal.
- 5.1.8 Term of Office: Each Director who is not an Interim Director (as defined in Article 5.2.7) shall hold office until the earliest of the following:
 - a) The end of the his/ her “class year” of Directors if not re-appointed;
 - b) His/ her Sponsoring Member ceases to be a Corporate Member;
 - c) He/ she ceases to be employed by, or there is a similar significant change in his/ her relationship with, his/ her Sponsoring Member;
 - d) He/ she resigns from the Board;
 - e) He/ she is removed in accordance with Article 5.4; or
 - f) He/ she dies.

5.2 Directors – appointment process and casual vacancies

- 5.2.1 Annual appointments: There shall be appointments of Directors annually, a Slate of which shall be prepared by the Nominating Committee and presented to the Board for approval and then ratified by vote of Corporate Members at the Annual Meeting of Members.
- 5.2.2 Annual appointment process:
 - a) Board Structure: The Nominating Committee shall on an annual basis formulate a proposal for a Structure defining the target composition of the Board and setting out the number of Directors who should be appointed at the next Annual Meeting of Members.
 - b) In formulating the Structure, the Nominating Committee shall take into account the present composition of the membership as a whole, the strategic aims of the TM Forum and desirable future composition of the membership, the need to maintain the relevance of the TM Forum to particular Constituencies, and such other factors as may be relevant.
 - c) The Structure may involve the division of the number of Director positions available between Constituencies determined by the Nominating Committee. The Nominating Committee shall submit the Structure to the Board for approval.
- 5.2.3 Open call for candidates: Once the Structure is approved by the Board, the Nominating Committee shall circulate to all Corporate Members a letter explaining the Structure and

inviting them to nominate candidates suitable to fill vacancies within the approved Structure and meeting certain objective criteria. Any Corporate Member which is not already the Sponsoring Member of a continuing Director may propose a candidate. The Nominating Committee may also actively solicit nominations from Corporate Members where this may be beneficial to the TM Forum taking into account the considerations set out in Article 7.6.3.

- 5.2.4 Nomination by Corporate Members: Any Corporate Member who wishes to nominate a candidate shall do so (through their Principal Contact) and shall supply such information to the Nominating Committee regarding such candidate and/or the Corporate Member as requested.
- 5.2.5 Qualification of nominations: The Nominating Committee shall consider the nominations, determine whether the appointment of any candidate would violate these by-laws, create a Slate of the most qualified candidates and communicate as required to the Corporate Members. The Committee then shall present to the Board their recommendation for the Slate and the Board shall take a decision on the recommendation which shall be final. The Nominating Committee shall seek alternatives for the Board's consideration, should the slate be rejected by the Board. Once agreed, the Nominating Committee shall communicate to each candidate their status.
- 5.2.6 Ratification of appointment: The Nominating Committee shall present the approved Slate to Corporate Members at the Annual Meeting of Members for their approval. The meeting shall vote to accept or reject on the Slate in its entirety and not for individual Directors.
- 5.2.7 Casual vacancies: If a Director ceases to be a Director for any reason the Board may (but is not obliged to) appoint a replacement Director (known as the "Interim Director"). The Nominating Committee shall recommend a candidate for approval by the Board for any Interim Director appointed to hold office for a period up to the remainder of the vacating Director's Class Term. Ratification by Corporate Members is not required for the appointment of an Interim Director.

5.3 Ex-officio Directors

- 5.3.1 Appointment: Subject to Articles 5.1.2 (Total number of Directors), the Board may appoint one or more voting Directors on an ex-officio basis. The Chairman and / or CEO and President shall normally be appointed as Ex-officio Directors. Ex-officio Directors shall normally be members of any Board Committee
- 5.3.2 Annual reconfirmation: The appointment of each ex-officio Director shall be subject to reconfirmation by the Board each year, at the Annual Board Meeting. Term of Office: Each ex-officio Director shall hold office until the earliest of the following:
 - a) The end of the next Annual Board Meeting at which the reconfirmation of any ex-officio Director positions is considered but his/ her appointment is not reconfirmed;
 - b) He/ she is removed by the Board acting in its sole discretion and without having to give a reason therefore
 - c) He/ she ceases to hold his/ her executive post within the TM Forum;
 - d) He/ she resigns from the Board;
 - e) He/ she is removed in accordance with Article 5.4;
 - f) He/ she dies.

- 5.3.3 Effect of removal on executive post: Save as provided in Article 5.3.4, a former ex-officio Director may continue in his/ her executive post notwithstanding his/ her removal from the Board pursuant to Article 5.4.3, unless the entity responsible for appointing executives to that post decides otherwise.
- 5.3.4 If at any time an ex-officio Director is removed from the Board (through resignation or other causes), the Chairman shall designate a Board member to assume the vacant role(s) as required until an appointment can be confirmed by the Board. If at any time the Chairman is removed from the Board, or his/ her Board position is not reconfirmed, he/ she shall automatically cease to be Chairman at which time the Vice Chairman will assume the role.

5.4 Removal for Cause or Non-Attendance

- 5.4.1 Removal for cause: Any Director may be removed by the Board if:
 - a) He/ she commits any act of gross misconduct or dishonesty or otherwise acts in a manner seriously prejudicial to the activities or reputation of the TM Forum
 - b) He/ she is disqualified from acting as a Director under New Jersey or any other applicable law;
 - c) He/ she becomes personally bankrupt;
 - d) He/ she becomes unable to carry out his/ her duties adequately due to physical or mental illness.
- 5.4.2 Removal for non-attendance: If a Director (the “Absentee”) has been absent from two or more consecutive face-to-face meetings, the Absentee shall automatically be removed from the Board unless the other Directors determine that he/ she should not be so removed. The Board shall track such activity for each meeting in the minutes. The remaining Directors shall not make such a determination if the Absentee provides evidence satisfactory to them that the Absentee’s absence was justified.
- 5.4.3 Removal for non-participation: If a Director or Designee does not actively support (less than 75% attendance) a Board or Committee or other activity as designated by the Chairman, the non-Participant shall automatically be removed from the Board unless the other Directors determine that he/ she should not be removed. Each Committee shall track such activity in their minutes and report to the Board at each face to face meeting. The remaining Directors shall not make such a determination if the non-Participant provides evidence satisfactory to them that the non-Participants lack of support was justified.

5.5 Powers

Subject to any directions given by a resolution of the Corporate Members and applicable law, the Board shall have power to:

- 5.5.1 Appoint all Officers and prescribe their duties and fix their compensation, except as otherwise provided by these by-laws;
- 5.5.2 Subject to Article 7, appoint such standing or special committees as may be found necessary or desirable to carry out the objectives and purposes of the TM Forum, and to fix their powers and prescribe their duties;
- 5.5.3 Approve the Strategic Plan and the Annual Operating Plan and Budget as necessary to effect their implementation;

- 5.5.4 Delegate activities which it is empowered to do to any Officer, agent, or employee, and to fix and prescribe the duties and power of such person as may be reasonable to effect such delegation;
- 5.5.5 Adopt, revise and interpret these by-laws and other documents and agreements related to the TM Forum (taking into account the recommendations of the Governance subcommittee);
- 5.5.6 Approve (and, if required by the Act, submit to a vote of Members) any merger, consolidation or sale of assets upon dissolution of the TM Forum; and
- 5.5.7 In general do all lawful things and exercise all such lawful powers as are not specifically vested in the Members and which will promote the objectives and purposes of the TM Forum.

6 OFFICERS

6.1 Appointment and Tenure

Officers are appointed by the Board in accordance with this Article 6 to run the day-to-day operations of the TM Forum. Under the Act, the TM Forum must have at least three officers: (1) a chief executive officer or president, (2) a treasurer or chief financial officer and (3) a secretary. There shall be no limit on the number of Officers, and no limit on the number of offices any one person may hold: the same person can hold all offices. The Officers shall be appointed annually by the Board and shall include: the Chairman of the Board, Chief Executive Officer (CEO); President; Secretary; Treasurer and Chief Financial Officer (CFO) (any of whom may be ex-officio by virtue of Article 5.3), one or more Vice-Chairmen.

6.2 Process

The Nominating Committee shall recommend Officer appointments which shall be put before the Board for confirmation annually.

6.3 Removal of Officers

Any Officer may be removed with or without cause at any time by the Board. In the event of the death, resignation, removal or disqualification of any Officer, the vacancy shall be filled by the Board.

6.4 Chairman of the Board

The Board shall appoint a Chairman to undertake the following duties:

- 6.4.1 Convene and preside at regular and Annual Board meetings, meeting of the Executive Committee and general meetings of Members;
- 6.4.2 Act as liaison and spokesperson for the Board;
- 6.4.3 Act as a spokesperson to Members, the press and other media and other third parties in coordination with the CEO and President;
- 6.4.4 Represent the TM Forum at various functions;
- 6.4.5 Keep abreast of progress of implementation of the Annual Operating Plan and Budget;
- 6.4.6 Work and collaborate with executive staff to ensure a good 2-way flow of information between the Board and executive management at all times;
- 6.4.7 Develop an agenda and relevant materials to be circulated prior to meetings of the Board or Members

- 6.4.8 Assure minutes are completed by the minute secretary and, following legal review, are distributed within 2 weeks after the Board or general meeting to all Directors;
- 6.4.9 Manage and supervise the conduct of all Board votes and the obtaining, electronically or otherwise, of written consents in accordance with Article 12.5;
- 6.4.10 Send out notice of meetings of the Members and of the Board;
- 6.4.11 Maintain the Board calendar and recommend locations for Board meetings.
- 6.4.12 Perform such other duties as pertain to the office of Chairman of the Board or which the Board may prescribe by resolution.

6.5 Chief Executive Officer

The TM Forum may, from time to time, wish to appoint either an executive or non-executive Chairman or some other arrangement. To provide the Board with maximum flexibility, the role of Chief Executive Officer (CEO) is separately defined in these By-laws and may be held by the Chairman, President or other individual as the Board may require. The CEO shall be responsible for all operational activities of the TM Forum, including, where appropriate to be responsible for carrying into effect resolutions of the Board. The CEO shall:

- 6.5.1 Fulfill the functions defined by the Act as pertaining to “the President”;
- 6.5.2 Lead the Board and Corporation in its strategic development including the development of long-term and annual goals;
- 6.5.3 Ensure that agreed strategies, goals and financial targets are achieved;
- 6.5.4 Recruit and appoint staff to discharge various duties as required and within budgetary disciplines, provided that the appointment of the President and the Chief Financial Officer shall in addition require the approval of the Board;
- 6.5.5 Undertake appropriate external relationships, including without limitation public speaking and press and media activities;
- 6.5.6 Act as a spokesperson to Members, the press and other media and other third parties in coordination with the Chairman;
- 6.5.7 Execute contracts (including, where necessary, use of the TM Forum’s seal) within financial limits as determined by the Board to discharge various duties as required;
- 6.5.8 Present operational status reports to the Board at each Board meeting and to the Executive Committee;
- 6.5.9 In conjunction with the Chairman and President, establish and maintain communications between Members and Board;
- 6.5.10 Work with the Executive Committee to prepare the Strategic Plan and Annual Operating Plan and Budget, subject to Board approval;
- 6.5.11 Sign official documents of the TM Forum.

6.6 President

The Board may appoint a President to be responsible for day-to-day operational management of the TM Forum and shall within the guidelines laid out by the CEO:

- 6.6.1 The President shall fulfill the role Chief Operating Officer and make day-to-day operational decisions with respect to agreed strategies, goals and financial targets;

- 6.6.2 Recruit and appoint staff to discharge various duties as required within agreed budgetary constraints;
- 6.6.3 Approve Collaboration Project Team leaders, ad hoc working groups and operational management teams as appropriate within guidelines agreed upon with the Board;
- 6.6.4 Undertake appropriate external relationships, including without limitation public speaking and press and media activities;
- 6.6.5 Act as a spokesperson to Members, the press and other media and other third parties in coordination with the Chairman;
- 6.6.6 Execute contracts (including, where necessary, use of the TM Forum’s seal) within financial limits as determined by the Board to discharge various duties as required;
- 6.6.7 Present operational status reports as required;
- 6.6.8 In conjunction with the Chairman and CEO, establish and maintain communications between Members and Board;
- 6.6.9 Sign official documents of the TM Forum.

6.7 Vice Chairmen

- 6.7.1 Any Vice-Chairman may, in the absence of the Chairman, perform the duties and exercise the powers of the Chairman, provided that where there is more than one Vice-Chairman, such duties and responsibilities shall initially pass to the longest serving Vice-Chairman (or, if there is more than one longest serving Vice-Chairman, to the eldest) who may sub-delegate to the other Vice-Chairmen as he/ she sees fit.
- 6.7.2 The Chairman may assign key tasks to any Vice-Chairman or Board Member.

6.8 Secretary

The Secretary shall:

- 6.8.1 Be the “Secretary” for the purposes of the Act;
- 6.8.2 Keep a correct list of the names and addresses of the Members;
- 6.8.3 Be responsible for the operation of the process of admission to and expulsion from the TM Forum of Members and any changes to membership status.

6.9 Treasurer

The Treasurer shall:

- 6.9.1 Be the “Treasurer” for the purposes of the Act.

7 COMMITTEES

7.1 Establishment of Committees

The Board may appoint one or more Committees by resolution, each of which shall comprise one or more Directors or their Designees from such Members as may be deemed necessary to fulfill the functions of the Committee. Committees appointed by the Board shall have all of the authority of the Board to decide on matters, as provided in these By-laws or by resolution of the Board, except to the extent prohibited by Section 15A:6-9 of the Act that no Committee may:

- a) Make, alter or repeal any Bylaw,

- b) Elect, appoint or remove any Director,
- c) Submit to Members any action that requires Members' approval,
- d) Amend or repeal any resolution of the Board,

Board appointed standing committees and Subcommittees shall have their role and responsibility defined in these By-laws or as subsequently extended by resolution of the Board.

7.2 Standing Committees

The following shall be standing Committees of the TM Forum:

- 7.2.1 Executive Committee;
- 7.2.2 Nominating Committee
- 7.2.3 Compensation Committee

7.3 Role, function and membership of Committees

The primary role of a Committee is to develop policy in detail for presentation to and approval by the Board; to review and recommend action and to manage routine issues on behalf of the Board. Committees appointed by the Board shall have all of the authority of the Board to decide on matters as provided in these By-laws or by resolution of the Board, Committees may only bind the Board when decisions are taken by Board members or the Designees approved by the Board serving on the Committee. Outside these constraints, resolutions must be brought to the Board as a whole. Any Director shall be able to be a member of a Committee with the approval of the Chair of that Committee. The Chair of the Committee may co-opt a person who is not a Director with the approval of the Chairman of the Board. Appointments to Committees and Subcommittees shall be re-confirmed annually.

7.4 Executive Committee

- 7.4.1 Composition: The Committee shall be an “executive committee” within the meaning of Section 15A:6-9 of the Act.
- 7.4.2 Chairman of Committee: The Chairman shall chair the Executive Committee.
- 7.4.3 Terms of reference: The Executive Committee shall:
 - a) Appoint at its discretion one or more Subcommittees by resolution, each of which shall comprise such Executive Committee members or their designees as may be deemed necessary to fulfill the functions of the Subcommittee
 - b) Prepare, in conjunction with the CEO, the Strategic Plan, goals and objectives of the TM Forum for presentation to and approval by the Board;
 - c) Prepare, in conjunction with the CEO and Finance and Business Development Subcommittee, the Annual Operating Plan and Budget for presentation to and approval by the Board;
 - d) Monitor regularly the actions and activities of the TM Forum against goals and objectives and budgets agreed by the Board and provide regular progress reports to the Board;
 - e) Resolve with the CEO and on behalf of the Board, membership issues defined in Article 8 and 9 of these By-laws, referring back to the Board where resolution is protracted or may cause the TM Forum adverse public comment;
 - f) On behalf of the Board, resolve with the CEO changes from the agreed Annual Operating Plan and Budget within a maximum of variances of up to 10 per cent. Variances greater than this shall be referred back to the Board for approval;

- g) Approve detailed operational plans prepared by Staff or Subcommittees provided that such plans fully align with the Strategic Plan.
- h) Approve routine financial issues (such as investment management, approval of foreign exchange transactions etc.) within limits set by the Board
- i) Support the CEO in taking corrective actions to resolve situations where goals and objectives may be in jeopardy;
- j) Provide advice and guidance to the CEO and executive team as required;
- k) Undertake such other executive tasks as may be delegated to it by the Board.

7.4.4 Sub Committees:

The Executive Committee may appoint Subcommittees as provided herein. Subcommittees may include:

- a) Finance & Business Development Subcommittee
- b) Membership Subcommittee
- c) Strategy & Adoption Subcommittee
- d) Governance Subcommittee

7.4.4.1 Finance & Business Development Subcommittee

7.4.4.1.1 Composition: The Finance & Business Development Subcommittee shall be a Subcommittee of the Executive Committee.

7.4.4.1.2 Terms of reference for the Finance & Business Development Subcommittee shall include the following:

- a) Develop, in conjunction with the CEO and staff, an Annual Operating Plan and Budget for submission to the Executive Committee and for approval by the Board and propose broad financial policy objectives to the CEO, the President and the Chief Financial Officer, to carry out the administration of the contractual and financial activities of the TM Forum;
- b) Review regularly the finances of the TM Forum against the agreed Annual Operating Plan and Budget and ensure that accurate reports are conveyed to the Board and Membership;
- c) Approve any variances to the Annual Operating Plan and Budget within a limitation of 5 per cent without prior referral to the Executive Committee or up 10 per cent with prior approval of the Executive Committee;
- d) Prepare and propose to the Board the Annual Dues and Special Assessments to be paid to the TM Forum;
- e) Recommend auditors to the Annual Meeting of Corporate Members;
- f) Assess annually the performance of the CEO and management team against the Annual Operating Plan and authorize any consequent payments.
- g) Approve routine financial transactions such as investments or foreign exchange movements balancing return to the TM Forum within acceptable limits of risk.
- h) Work with the CEO and staff on constantly evaluating and improving the performance of all products and services provided to the Forum membership, as well as reviewing potential new products and services as proposed from time to time.

7.4.4.2 Membership Subcommittee

7.4.4.2.1 Terms of reference for the Membership Subcommittee shall include the following:

- a) Monitor the numbers, mix and geographic spread of the membership in relation to the Strategic plan; advising and supporting executive management to grow membership to support the objectives of the TM Forum.
- b) Recommend actions where appropriate to the Executive Committee and the Board to ensure that membership objectives are met.

7.4.4.3 Governance Subcommittee

7.4.4.3.1 Terms of reference for the Governance Subcommittee shall, in conjunction with the TM Forum's counsel, include the following:

- a) Recommend to the Board changes to the TM Forum's By-laws to effect changes required by The Board or Corporate Members
- b) Undertake any other legal or governance issues that the Board or Executive Committee may direct from time to time.

7.4.4.4 Strategy & Adoption Subcommittee

7.4.4.4.1 Terms of reference for the Strategy & Adoption Subcommittee shall include the following:

- a) Develop a Collaborative Operating Plan and associated targets for the TM Forum to support the Strategic Programs outlined in the Strategic Plan, for approval by the Executive Committee
- b) Approve new Project Charters and the appointment of Collaboration Project Team leaders.
- c) Monitor the collaboration programs of the TM Forum and provide guidance and issue resolution to ensure that they achieve the goals defined in the Strategic Plan.
- d) Authorize work to be put forward for vote by Members as defined in these By-laws.
- e) Identify business issues that the TM Forum should be investigating or activating collaborative work and reporting these areas to the Executive Committee and thence the Board.
- f) Monitor and oversee adoption of TM Forum best practices and standards, providing guidance to ensure the goals defined in the Strategic Plan are met.
- g) Recommend actions where appropriate to the Executive Committee and the Board to ensure that collaboration program objectives are met.

7.5 Compensation Committee

7.5.1 The Compensation Committee shall be appointed by the Board and shall:

- a) Set the remuneration or honoraria and contractual terms for any Officer as appropriate.
- b) No Officer shall be permitted to vote on their own remuneration or be present at any part of a meeting where such a vote is taken or their remuneration discussed (and for the purposes of the decision regarding his/ her remuneration, shall be deemed not to be a member of the Compensation Committee).

- c) The Board may (but is not obliged to) delegate to the Compensation Committee, or a Subcommittee thereof, the task of finding candidates for a replacement an Officer when required.

7.6 Nominating Committee

7.6.1 Composition: The size and composition of the Nominating Committee shall be determined by the Board, provided that:

- a) The Committee shall comprise at least 3 Board members with a minimum of 2 Directors from sponsoring companies who are major providers of communications or digital media services. When appointing Committee members, the Board shall be mindful of the need for the recommendations of the Committee to carry widespread respect among the membership.
- b) No Director who is due to submit himself for re-appointment may be a member of the Nominating Committee; and
- c) No Corporate Member who provides a delegate to the Nominating Committee may nominate a candidate for appointment as a Director while that delegate is serving on the Committee.

7.6.2 Terms of reference: The Nominating Committee is responsible for:

- a) Development of the Structure in accordance with Article 5.2.2;
- b) Canvassing the Corporate Members for suggested nominations;
- c) Development of the Slate of proposed appointments to be presented to the Board for approval and to the Annual Meeting of Members for ratification.
- d) Conducting and overseeing the voting by Corporate Members for open Director positions on the Board at the Annual Meeting of Members
- e) Such other matters relating to the appointment of Directors as are set out by law or in these by-laws.
- f) Recommend candidates to fill Interim Director vacancies to the Board for their approval.
- g) Recommend to the Board a slate of candidates for appointment to the Executive Committee in accordance with Article 7.3

7.6.3 Committee business: In assembling a Slate of proposed Directors, the Committee shall strive to ensure that Board is representative of the membership as a whole, both actual and as envisaged by the Board's strategic plan. The Committee shall consider and take into account the following factors as a minimum when formulating a Slate:

- a) Geographic representation and balance
- b) Industry sector balance. Ideally, service providers (of all types) shall constitute approximately 50% of the Board with the balance being made up of various suppliers, integrators, and value chain partners.
- c) Industry developments and future needs
- d) Industry reputation influence of candidates and their companies
- e) Market influence of candidates and their companies
- f) Balance between experience on the TM Forum's Board and the need to inject new blood

PART C: MEMBERSHIP – APPLICATION, TERMINATION, FEES, ETC.

8 MEMBERSHIP APPLICATION, TERMINATION ETC.

8.1 Obligations of Membership

Each Member must, as a condition of becoming a Member and of continuing to be a Member:

- 8.1.1 Execute a Membership Application;
- 8.1.2 Agree to abide by the Policy on Intellectual Property Rights;
- 8.1.3 Agree to abide by these ByLaws;
- 8.1.4 Pay timely the Annual Dues applicable to the relevant class of membership; and
- 8.1.5 Pay timely any Special Assessments applicable to the relevant class of membership;
- 8.1.6 Subject to the provisions of Article 2.4, actively participate in and support the work of the TM Forum, including attending and participating in the Annual Meeting of Members;
- 8.1.7 Appoint individuals who shall act as a contact and liaison point for various functions within the TM Forum as set out in 4.6.4. The Member shall have sole responsibility for such appointments, notification to the TM Forum and maintaining accurate and up to date records;
- 8.1.8 Be subject to sanctions and loss of benefits as specifically defined by the Board for failure to actively participate and cast an informed vote in the annual appointment for Board of Directors.

8.2 Agreement to be Publicly Listed

By subscribing to these by-laws each Member agrees to be publicly listed as a Member and must publicly support the purposes and objectives of the TM Forum as set out in Article 2 of these by-laws. In exceptional circumstances such as those concerning national security, a Member organization may ask to opt-out of being listed in the above locations. Any opt-out must be mutually agreed to by the TM Forum President and the Member organization.

8.3 Process for Admission to Membership

- 8.3.1 Application: Any person possessing the requisite qualifications for a class of membership and wishing to become a Member shall obtain the necessary application information from the TM Forum's web site or via fax by telephoning one of the TM Forum's offices and submitting this information to the Office of the Secretary. The applicant is responsible for completing and signing the Membership Application (which includes the Subscription to these By-laws); and submitting it to the Office of the Secretary together with payment for the first year's Annual Dues by check or such other payment method as the Office of the Secretary may determine to be acceptable.
- 8.3.2 Specification of attributes: The Membership Application shall require each Member to provide certain information about the size and activities of that Member to assist the Nominating Committee in fulfilling its duties under Article 7.6.1. Members who were admitted before this Article came into force shall likewise provide such information if required to do so by the Secretary.

- 8.3.3 Acceptance or rejection: The Secretary shall decide whether to accept or reject such application in accordance with criteria established by the Board, which shall be fairly applied to all applicants. In particular the Secretary shall refuse any application for subsidiary membership if the relevant parent Corporate Member is not a Member in good standing.
- 8.3.4 Questions as to eligibility: If there is any question as to the applicant's ability to meet the membership criteria, the Secretary shall refer the final decision as to whether to accept or reject the application to the Executive Committee

8.4 Acknowledgment Letter of Membership

Each Member in good standing shall be entitled to an Acknowledgment Letter of Membership which shall be issued to a new Member within a reasonable time after acceptance and receipt of the first year's Annual Dues paid to the TM Forum.

8.5 Transfer of Membership

- 8.5.1 Transfers generally prohibited: Membership shall, save as provided in Articles 8.5.2 and 8.5.3, be non-assignable and non-transferable.
- 8.5.2 Transfer with substantially all the assets of a Member: If, through merger or acquisition or other cause, a Member's assets are totally or substantially transferred to another entity, that Member's membership may be transferred to the new entity, subject to Article 8.8 and provided that:
 - a) All appropriate membership documents, including but not limited to the Policy on Intellectual Property Rights, and the Membership Application (which includes the Subscription to the by-laws), must be properly executed or agreed to in the name of the transferee entity;
 - b) If the transferring Member is a Corporate or Affiliate Member then the transferee entity shall (subject to fulfilling the appropriate requirements set out in Article 4.2) become a Corporate Member and immediately pay any difference in dues between the dues of the transferring Member and the dues that would apply to the new Corporate Member;
 - c) If the transferring Member is a Subsidiary Member, the membership must be upgraded to Corporate (and any additional Annual Dues paid) unless the transferee entity has a parent which is a Corporate Member; and
 - d) Any such transfer of membership shall be subject to approval by the Secretary. Should the Secretary not accept the change request, the Secretary shall refer the matter to the Executive Committee whose decision shall be final. Upon approval, a new Acknowledgment Letter of Membership will be issued.
- 8.5.3 Change of control of parent of Subsidiary Member: If the parent Member of a Subsidiary Member is subject to a change of control or is otherwise transferred through acquisition, merger, or other means, then that Subsidiary Member may remain a Subsidiary Member provided the Subsidiary Member continues to have a parent which is a Corporate Member.

8.6 Change in Class of Membership

Any Member may request a change in its class of membership by written application to the Secretary. The Secretary may agree to the change or may refer the matter to the Executive Committee, whose decision shall be final. If a change is approved, the Treasurer shall prorate any Annual Dues paid during the year of change, as appropriate, and apply any excess as a credit to future membership dues; any shortfall shall be

charged to the Member. Such proration shall not include any Special Assessment or other fees previously paid or accrued which shall be non-refundable.

8.7 Withdrawal

- 8.7.1 Procedure on withdrawal: Any Member may withdraw from membership by tendering a written resignation to the Secretary, 60 days prior to that Member's renewal anniversary date, along with a sum of money equal to full payment of any unpaid Annual Dues, Special Assessments or other fees and each and every installment thereof due but remaining unpaid on the date of tender of resignation. Any moneys previously paid for Annual Dues, Special Assessments or other fees shall not be refundable.
- 8.7.2 Effect on Subsidiary Members: If a Corporate Member withdraws from membership, any Subsidiary Member of that Member shall be advised of the withdrawal and shall be given an opportunity to transfer its membership to Corporate status (subject to paying any additional Annual Dues which may apply) or to become a Subsidiary Member of some other Corporate Member. However, any such Subsidiary Member shall not be entitled to retain its Subsidiary membership if the parent Member has withdrawn from the TM Forum, and there is no other Group Member who will act as a Parent Member.

8.8 Mergers and Acquisitions

- 8.8.1 Determination of continuing Corporate Member: If two or more Corporate Members become (through merger or acquisition or otherwise) members of the same Group, then the Corporate Members concerned shall determine among themselves their continuing membership status and shall jointly notify the Secretary of such decision.
- 8.8.2 Annual Dues etc: Where a Corporate Member has decided to withdraw from membership as a result of Article 8.8.1, no Annual Dues or Special Assessments shall be refunded, except that in the case of a membership downgrade they may be credited against the amounts due from a Member of the new class in respect of the remainder of the year.
- 8.8.3 Failure to notify: If no notification in accordance with Article 8.8.1 has been received by the Secretary within 3 months of the relevant merger or acquisition becoming legally effective, or immediately prior to the taking of a vote of Corporate Members, if sooner, all Corporate Members in the Group shall be suspended from membership until such notification is received.

8.9 Bankruptcy etc.

- 8.9.1 Procedure on bankruptcy etc: If a Member becomes bankrupt or is subject to an analogous process under the laws of any jurisdiction, ceases to carry on business or alters the nature of the business it transacts such that, if it were a new applicant, it would no longer be admitted to membership, such Member shall immediately cease to be a Member. The Secretary shall review all such cases and shall confirm the termination of membership, but may if appropriate request additional facts regarding the case, or refer the matter to the Executive Committee for action.
- 8.9.2 Effect on Subsidiary Members: If a Member ceases to be a member in the circumstances set out in Article 8.9.1, any applicable Subsidiary Member of that Member shall be advised of the cessation and shall be given an opportunity to transfer its membership to either Corporate or Associate status unless there is another Member who will act as Parent Member (subject to paying any additional Annual Dues as appropriate and subject, in the case of the Member being insolvent, to the Executive Committee being satisfied as to the solvency of the Subsidiary Member). However, any such Subsidiary Member shall

not be entitled to retain its Subsidiary membership if the parent Member has ceased to be a Member, and if there is no other Member who will act as a Parent Member.

8.10 Suspension, Expulsion and other Sanctions

- 8.10.1 Behavior justifying sanctions: Any Member who violates any of the By-laws, documented procedures or resolutions adopted by the Board from time to time or does anything else which is seriously prejudicial to the business or reputation of the TM Forum, may be subject to suspension, expulsion or any other sanction approved by the Executive Committee of the Board.
- 8.10.2 Consideration of case: Expulsion, suspension or any other sanction in the circumstances set out in Article 8.10.1 shall occur only after the affected Member has been advised in writing of the proposed sanction, and the reasons therefore, and has been given an opportunity to submit to the Board reasons in support of its continued membership of the TM Forum, or to prevent membership downgrade or other sanction. The notice to the affected Member shall include a concise statement of the material facts constituting the charge. If the Executive Committee determines that the allegations are substantiated, the Executive Committee shall recommend to the Board appropriate sanctions. The decision of the Board concerning expulsion, suspension or any other sanction shall be final and binding.
- 8.10.3 Effect of expulsion: A Member expelled in the circumstances set out in Article 8.10.1 shall forfeit any Annual Dues or Special Assessments paid and shall continue to be liable to pay any Annual Dues or Special Assessments which have fallen due prior to such expulsion. No Member who has been expelled shall be eligible for re-admission to membership for at least one year from the date of expulsion; such former Member shall not be re-admitted until all arrears in Annual Dues, other than for the period of non-membership, and/or other monetary obligations to the TM Forum shall have been paid. A Member applying for re-admission to membership must present a letter to the Executive Committee, documenting the reason for application and justification for re-admission. The decision of the Board concerning re-admission shall be final and binding.
- 8.10.4 Effect of expulsion on Subsidiary Members: If a Member is expelled or suspended in the circumstances set out in Article 8.10.1, any Subsidiary Member of such Member shall, unless the Board decides otherwise, also be expelled (or as the case may be, suspended) automatically and Article 8.10.3 shall apply in respect of the Annual Dues and Special Assessments of that Subsidiary Member.
- 8.10.5 Default in payment: Members shall in addition be subject to sanctions under Article 9.3 in respect of defaults in payment to the TM Forum.

8.11 Property Rights

- 8.11.1 No rights to property: All property owned by the TM Forum shall be owned by the TM Forum as an entity and no Member shall have any ownership interest in such property in its individual name, and each Member's interest in the TM Forum shall be personal property for all purposes. The TM Forum shall hold title to all of its property in the name of the TM Forum and not in the name of any Member. Further, no property of the TM Forum shall inure to the benefit of any Officer, independent contractor or employee of the TM Forum.
- 8.11.2 Rights on termination of membership: Any Member whose membership of the TM Forum is terminated by resignation, cessation of business, expulsion or any other cause shall forfeit thereby all interest in any and all property belonging to the TM Forum. Such

forfeiture shall be without prejudice to any rights of such Member under the relevant Agreement on Intellectual Property Rights as at the date of termination of membership.

8.12 Assessment of Company Size

Members must make available sufficient information on their revenues so as to allow the TM Forum to accurately assess the amount of annual dues that Members should pay. Members should notify the Office of the Secretary whenever a material change in their annual revenues would cause their membership category to change. In addition, Corporation reserves the right to make periodic inquiries in order to keep the TM Forum' records accurate.

9 ANNUAL DUES AND SPECIAL ASSESSMENTS

9.1 Annual Dues

- 9.1.1 Payment on acceptance to membership: Upon an applicant's acceptance to membership in the TM Forum, the TM Forum shall become entitled to the first year's Annual Dues for the applicable class of membership as submitted by the applicant pursuant to Article 8.3.1. If the applicant is rejected the TM Forum shall return such payment to the applicant.
- 9.1.2 Annual payments: Each Member shall pay Annual Dues according to schedules which from time to time may be prescribed by the Board. The dues structure for the forthcoming year shall be reported to the membership at the Annual Meeting of Members or a special meeting of Members called for that purpose and shall be provided to an applicant. New Members shall start their Annual Dues payment year on their membership anniversary date.
- 9.1.3 Failure to pay: Any Member who fails to pay their dues within 90 days of their anniversary date is subject to suspension according to Article 8.10.

9.2 Special Assessments

- 9.2.1 No excess revenue: the TM Forum shall endeavor to raise no revenue other than that required to pay all its expenses, and to retain an operating reserve in accordance with prudent and accepted financial management standards as shall be authorized under the Annual Operating Plan and Budget.
- 9.2.2 Unusual or extraordinary expenses: Unusual or extraordinary expenses may be authorized from time to time at regular or special meetings of Members or of the Board (of which notice has been properly given in accordance with these by-laws) in furtherance of the business objectives of the TM Forum.
- 9.2.3 Special Assessments: To the extent Annual Dues provide insufficient revenue to cover the expenditures described in Articles 9.2.1 and 9.2.2, any shortfall shall be raised by Special Assessments which shall be levied from time to time against the Members by the Board. Special Assessments may be of different amounts for different classes of membership, but within each class of membership all Members shall be subject to the same Special Assessments. For each class of membership, the sum of all Special Assessments shall not in any fiscal year exceed fifty per cent (50%) of the Annual Dues for that year. Within thirty (30) days after any assessment has been levied, notice thereof shall be given to each and every Member stating:
 - a) The amount of such assessment;
 - b) The date or dates which the same was ordered by the Board to be paid; and
 - c) The purpose for which the Special Assessment is to be levied.
- 9.2.4 New Members: No newly admitted Member shall be required to pay any Special Assessment or portion thereof levied prior to the date such Member was admitted to membership in the TM Forum.

9.3 Default in payment

Suspension for default in payment: If any payment of Annual Dues or Special Assessments is not made as and when required, the Executive Committee shall cause notice to be sent to the Member in default. If, following such notice, any payment of such Annual Dues or Special Assessments is in default by ninety (90)

days or more, the Executive Committee may, by giving notice to the relevant Member, suspend that Member's membership until the default in payment of Annual Dues or Special Assessments is cured.

9.4 Payment of Invoices: withholding of taxes

All payments made by a Member to the TM Forum for dues, assessments, events, publications or any other goods or services, shall be free and clear of any current or future local withholding taxes of any kind in any jurisdiction whatsoever, including but not limited to, any and all income, sales, use, stamp, duty or fees. All such taxes shall be borne solely by the Member which shall pay the full amount of any charge or invoice received from the TM Forum.

PART D: DECISION MAKING

10 MEETINGS OF MEMBERS

10.1 Annual Meeting of Members

- 10.1.1 The Annual Meeting of Members, at the direction of the Board, may be held as either a face to face meeting inside or outside the State of New Jersey or meeting broadcast by electronic means at such date and time as the Board shall determine. The Annual Meeting of Members shall be open to all Members (and their rights to comment and vote shall be as set out in Article 4). The Annual Meeting of Members shall not be open to non-Members, except at the invitation of the Chair.
- 10.1.2 No decision shall be taken, or resolution passed unless a quorum of at least 15 Corporate Members entitled to vote thereon is present.
- 10.1.3 The items to be covered at the Annual Meeting of Members shall include *inter alia*:
- a) Roll call;
 - b) Approval of minutes of previous meetings;
 - c) Receiving and acting upon reports of Directors and Officers (including a financial report);
 - d) Approval of Slate of Directors
 - e) Approval of auditors;
 - f) Unfinished and new business;
 - g) Any other business which may require a decision of the Corporate Members.

10.2 Industry Conferences

The TM Forum and/or its Members shall conduct, attend and participate in industry conferences, meetings and training seminars both face-to-face or by electronic means. Such industry conferences, meetings, and/or training seminars shall provide a vehicle for the TM Forum, and its Members, to discuss and disseminate the work of the TM Forum and the progress thereof, and shall be open to representatives from all Members. The Executive Committee may decide that portions or all of any Industry Conference Meetings should be open to non-Members.

10.3 Special Meetings of Members

Special meetings of Members may be held at any place or by electronic means as designated by the Chairman of the Board, and may be called:

- 10.3.1 By the Chairman of the Board; or
- 10.3.2 Upon a demand in writing addressed to the Chairman and signed by not less than 15 Corporate Members, stating the objective of the proposed meeting; or
- 10.3.3 By the Strategy & Adoption Subcommittee to initiate a vote by Corporate Members upon TM Forum Approved Documents pursuant to Section 11.4..

10.4 Collaboration Programs

- 10.4.1 Participation and attendance at any TM Forum Collaboration Program activities shall be restricted to delegates from Member companies. Any exception to this rule must be

approved by the CEO, and only upon written request and sufficient justification. If there is any doubt as to the justification for admitting a delegate from a non-Member the CEO shall refer to the Executive Committee for a final decision. Any non-Member attending a Collaboration Program meeting must have previously executed a Contributor Agreement on Intellectual Property Rights.

- 10.4.2 Written contributions by a non-Member (a “Contributor”) to any work of these meetings must be accompanied or preceded by an executed Contributor Agreement on Intellectual Property Rights and Contributor Document Submission Form and must be approved by the Program Team leader, and by the President.

10.5 Voting, Adjournment and Proxies

- 10.5.1 Voting at Annual Meeting of Members: The transaction of business shall be conducted by the Principal Contact of those Corporate Members present in person or by proxy.
- 10.5.2 Voting at Collaboration Project Team meetings: The transaction of business shall be conducted by the Team Participants named in the Project Charter excepting that each Corporate Member shall be limited to one (1) vote. .
- 10.5.3 Majority: Except as otherwise provided in these by-laws, a simple majority (more than one half (1/2) of those persons eligible to vote at a meeting and in good standing present in person or represented by proxy who cast votes is required to pass a resolution. For the avoidance of doubt, an eligible person present in person or by proxy who abstains from casting a vote (i.e. a refusal to vote) on a resolution may be counted in the quorum but such abstention shall not be counted as a vote for or against that resolution.
- 10.5.4 Adjournments: Those eligible persons present in person or by proxy and in good standing shall have the power to adjourn the meeting without notice other than an announcement at the meeting of the time and place to which the meeting is adjourned. At such adjourned meeting any action may be taken which might have been transacted at the meeting as originally noticed.
- 10.5.5 Proxies: At all meetings of the TM Forum, any eligible person shall be entitled to vote by or through a duly accredited proxy. Every proxy shall be executed in writing by the eligible person and presented to the chair of the meeting. A proxy may be given by post, courier, fax or electronic transmission. A proxy shall not be valid for more than the meeting at which it is intended to be used, or any adjournment of that meeting. The presence at any meeting of any eligible person who has given a proxy shall not revoke the proxy unless that person or their representative files a written notice of revocation with the chair of the meeting prior to the voting of the proxy. A person named in a proxy as the attorney or agent of a Corporate Member may, if the proxy so provides, substitute another person to act in that person's place. The substitution shall not be effective until an instrument affecting it is filed with the chair. The proxy must provide specifically for such substitution and must state the name of the substituted attorney or agent.

10.6 Code of practice for Collaboration Project Teams

- 10.6.1 All Team Participants shall abide by these By-Laws (including the IPR Policy); published operating guidelines approved by the Board or its Committees and acknowledge the governance structure set forth defining the roles of the Board, Executive Committee, Subcommittees and staff.
- 10.6.2 All Collaboration Project Teams shall operate under a Project Charter approved by the Strategy and Adoption Subcommittee as defined at Article 7.4.4.4. Such approval shall

reflect the strategic priorities of the TM Forum as defined in the Strategic Plan. The Strategy and Adoption Subcommittee may approve projects not specifically mentioned in the Strategic Plan by based on their appropriateness when proposed. Resource allocation to projects shall be guided primarily by the requirements of the Strategic Plan.

- 10.6.3 All collaborative communities and projects shall abide at all times by the Antitrust Policies & Guidelines defined at Annex 2 of these By-laws to deter antitrust behavior.
- 10.6.4 Team Participants are required to collaborate in the interests of the TM Forum as well as their Member company. Where these interests are in conflict, the interests of the TM Forum must prevail. This requires timely and quality collaborative work and any Team Participant who does not meet their commitments or who causes disruption to the project may be negatively impact the work of the TM Forum. Thus team behavior must be built around collective action to meet program objectives and eliminate problems wherever possible. Similarly, once a decision is made, all Team Participants must support such decisions or leave the team rather than undermining collective progress with repeated raising of points already agreed.
- 10.6.5 Collaboration Project Team Leaders shall be expected to effectively manage meetings with progress towards agreed collective objectives, avoiding protracted or circular debates wherever possible. While all team participants may be allowed to express their viewpoint, team leaders should curtail filibustering or long winded argument, if necessary by calling for a vote on the issue or escalation to the Strategy and Adoption Subcommittee.
- 10.6.6 Team Participants shall be expected to attend all relevant project meetings (including conference calls, face-to-face deemed necessary by the team). Team Participants unable to attend such meetings shall notify the team leader and provide any deliverables that may be due for such meeting prior to the scheduled meeting time.
- 10.6.7 Meeting notes shall be produced for each meeting and stored and distributed via the community environment. Such notes shall serve as the formal record of all decisions and actions agreed by the team. The taking of meeting notes may be rotated between Team Participants and shall include reference to the IPR process as defined in Annex 1 of these By-laws.
- 10.6.8 Team Participants shall make all reasonable attempts to achieve consensus decisions on all aspects of project deliverables. Where such consensus is not forthcoming after a reasonable discussion period, the team shall be required to vote under rules defined in Article 10.5 of these By-laws and the majority decision shall prevail. While views of occasional participants who do not meet the criteria for Team Participants defined in Article 10.6.6 may be valuable for a project, such occasional participants shall not disrupt or delay the work of the Team Participants who may, by majority vote, decide to exclude the input of occasional participants if it is not beneficial for the project, deliverables and milestone dates.
- 10.6.9 Voting procedures shall be as defined in Article 10.5 of these By-laws using procedures defined by Roberts Rules of Order. Repeated absences to prevent a quorum will be grounds for exclusion from the team under Article 10.6.13.
- 10.6.10 A “due date” shall be agreed for actions assigned to Team Participants. In the case where a slippage is anticipated, the responsible Team Participant shall inform the team as soon as is reasonably possible so that alternative plans can be proposed. In such cases, the team may request another Team Participant to take responsibility or to provide assistance in support of timely completion of such action item.

- 10.6.11 Each project shall be provided with a collaboration community discussion forum and associated project work space where meeting notes, working and completed documents, and a history of the projects' communications are posted.
- 10.6.12 Where Team Participant resources are committed by a Member to participate with specified amounts of time and for the duration of the project, such commitments shall be documented in the Project Charter. The criteria for such committed Team Participants are as follows:
- a) Attendance of 80% or more of all scheduled project calls and meetings
 - b) Primary responsibility for a defined project contributor role or responsibility, such as Team Leader or primary responsibility for a defined deliverable
 - c) Clear support for a specified amount of program participation time from the Team Participant's line management in the Member
 - d) Knowledge of pre-existing TM Forum work considered relevant by the project.
- 10.6.13 Actions by Team Participants must not hinder nor put at risk the project's goals, timelines, appropriate deliverable quality, pre-existing project decisions, or consensus on new project decisions after a reasonable discussion period. Such hindrance may jeopardize project's timelines and ability to retain and obtain other Member resources needed to successfully realize strategic benefits. Individual Team Participants whose actions regularly hinder project progress may be excluded from further participation in such projects with approval of the Strategy and Adoption Subcommittee. Issues that cannot be satisfactorily resolved at team or Strategy and Adoption Subcommittee shall be escalated to the Executive Committee and the Member(s) involved.
- 10.6.14 Constructive comments that are accompanied with editorial proposals (e.g., revised text, diagram changes, etc.) on contributions and work in progress deliverables shall be encouraged. Comments and editorial proposals shall be documented and shared via the collaboration community and project workspace files in advance of project calls or meetings. Comments should be focused on the planned sections, parts, or iterations of a contribution or work in progress deliverable for which the project plans to discuss during a call or meeting. Repeated or ongoing negative comments that are not accompanied by constructive assistance are demoralizing and frustrating to Team Participants working in good faith to advance the work. Such behavior shall be grounds for exclusion from the project under Article 10.6.13
- 10.6.15 Collaboration Project Team Leaders and TM Forum staff reserve discretionary ability to facilitate discussion time and fairly limit individual Team Participant's speaking time during project calls or meetings in order to adhere to the scheduled agenda. Such limits may be applied to a Team Participant's speaking time or on the Collaboration Project Team's overall discussion time about a specific topic, contribution, or deliverable part. Limits for Team Participant's speaking time during project calls or meetings are more likely to be applied for comments that are either not provided in advance of requested due date before the call or meeting, or without specific editorial proposals intended to advance the content of a deliverable. Topics and additional discussion may be deferred for online community discussion, additional program team communications between regular meetings, or future meeting agendas. If the Team Participant feels that a particular topic deserves urgent attention then that issue should be presented to the Team Leader ahead of the group meeting, to determine the time when it can be discussed or the method of discussion (i.e. via online community or during the meeting).
- 10.6.16 Communities and projects consist of peoples from many nationalities and cultures and it is possible to cause offence without meaning to, causing good productive contributors to

disengage from participation. Thus Team Participant's shall at all times be professional and courteous and treat members from other companies and staff with due respect. Repeated discourteous behavior shall be grounds for exclusion from the team under Article 10.6.13

10.7 Procedure

Where procedure is not otherwise specified in these By-laws or Roberts' Rules of Order shall be observed.

10.8 Written Consents

- 10.8.1 Written consent: Subject to the provisions of this Article, any action required or permitted to be taken at a meeting of the Members or by the Act, the certificate of incorporation, or the by-laws, may be taken without a meeting upon the written consent of Members who would have been entitled to cast the minimum number of votes which would be necessary to authorize the action at a meeting at which all Members entitled to vote on that action were present and voting, if (i) the TM Forum provides to all other Members advance notification setting forth the proposed action consented to, (ii) the proposed action is not consummated until at least ten days from the giving of the notice and 20 days from the giving of the notice in the case of any action taken pursuant to Chapter 10 of the Act and (iii) the notice sets forth the existence of such 10-day or 20-day period.
- 10.8.2 Electronic voting: At the discretion of the Chairman, such written consents may be communicated by the Corporate Members by means of electronic transmissions.
- 10.8.3 Filing: Whenever action is taken pursuant to Article 11.2, the written consents of the Members consenting thereto (including where appropriate hard copy printouts of electronic transmissions) shall be filed by the Secretary with the minutes of the proceedings.

11 MEMBER RESERVED DECISIONS AND TM FORUM APPROVED DOCUMENTS

11.1 Member Reserved Decisions

The matters set out in Article 11.3 below shall be known as "Member Reserved Decisions".

11.2 Voting on Member Reserved Decisions

Corporate Members shall be entitled to exercise the powers set out in and take decisions in relation to the Member Reserved Decisions, to the exclusion of any other class of Members or of the Board or any Committee. No decision in respect of any Member Reserved Decision shall be a valid decision of the TM Forum unless it has been validly approved by a vote of the Corporate Members in accordance with Article 10.

11.3 List of Member Reserved Decisions

The Member Reserved Decisions are:

- a) Approval of any change to the objectives of the TM Forum;
- b) Approval of any dissolution of the TM Forum and disposal of all or substantially all of its assets;
- c) Appointment of auditors for the TM Forum;
- d) Approval of Slate of Directors

- e) Approval of TM Forum Approved Documents of the TM Forum in accordance with Article 11.4; and
- f) Any matter which by virtue of the Act or other applicable law must be voted on by the voting members of a corporation.

11.4 TM FORUM Approved Documents

Where the work of a Collaboration Project Team results in the production of a system, standard or other work output in documentary form, such document shall normally be submitted to the Corporate Members for approval upon the recommendation of the Strategy and Adoption Subcommittee. Each Corporate Member shall be invited to vote for or against approval of such document. If a simple majority (more than one-half (1/2)) of those voting vote in favor of approval, then such document shall become a “Forum Approved Document” and the fact of such approval may be made public by the TM Forum along with the contents of the TM Forum Approved Document.

12 BOARD AND COMMITTEE MEETINGS AND VOTING

12.1 Meetings

- 12.1.1 Location: Meetings of the Board and its Committees may be held either within or outside the State of New Jersey.
- 12.1.2 Regular Board and Committee Meetings: Regular meetings of the Board and Committees may be held at such intervals as shall be determined by the relevant Board or Committee Chairman.
- 12.1.3 Annual Board Meeting: Each year, there shall be a meeting of the Board (the “Annual Board Meeting”) for the purposes of Corporation, appointment of Executive Committee members, appointment of Officers, and the transaction of other business.
- 12.1.4 Special Board Meetings: Special meetings of the Board may be called by the Chairman at any time or be called by the Chairman upon the written request of one-third of the Directors.
- 12.1.5 Notice: All meetings of Directors shall require at least ten (10) days’ notice prior to the date of the meeting of the date, time and place given either personally or by mail or by electronic transmission with acknowledgment of receipt; provided that:
 - a) Where an Annual Board Meeting takes place on the same day and at the same place as an Annual Meeting of Members, no additional notice of the Annual Board Meeting needs to be given.
 - b) The accidental failure to give notice to any individual Director shall not invalidate proceedings at the relevant Board meeting; and
 - c) Board members may waive this notice requirement in accordance with Article 12.1.6.
- 12.1.6 Waiver of notice: Notice of any meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting. The attendance of any Director at a meeting without protesting to the Chairman at the commencement of the meeting the lack of notice of the meeting shall constitute a waiver of notice by the Director. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning. Notice shall be given to any Board member absent at any adjourned meeting of the new date, time and place of the meeting.

12.2 Quorum and Voting

- 12.2.1 Quorum: For Board, Committee or Collaboration project business, a simple majority of the members of the Board or Committees shall be necessary to constitute a quorum for the transaction of business.
- 12.2.2 Voting: The act of more than one half (1/2) of those who are eligible to vote shall be necessary to be considered a positive or affirmative vote in favor of any resolution being voted upon. For the avoidance of doubt, a person who is eligible to vote who is present (including by telephone or other means in accordance with Article 12.8) but abstains from casting a vote on a Board resolution may be counted in the quorum but such abstention shall not be counted as a vote for or against that resolution.
- 12.2.3 Proxies: Those eligible to vote shall assign their voting preferences if they are unable to attend a meeting. In the event of no stated preference, those not present shall be deemed to have granted their proxy to the Chair.

12.3 Directors' Interests

- 12.3.1 Disclosure: Any Director or Designee must disclose to the Board full details of any interest he/ she may have in a matter to be discussed at the Board before such matter is discussed or a vote is taken.
- 12.3.2 Discussions and voting: A Director or Designee who has an interest in a matter may excuse him/ herself from discussions or voting on that matter and shall so excuse himself if required to do so by more than one half of the other Directors present at the relevant meeting. Unless otherwise determined by such majority of the other Directors, a Director or Designee shall always excuse him/ herself self and not vote in relation to any resolution regarding his/ her re-appointment to or removal from the Board or Committee or his/ her appointment or reappointment to or removal from an Officer position.
- 12.3.3 Opportunity to make representations: Any Director or Designee who is excluded from discussions or voting on a matter pursuant to Article 12.3.2 shall be afforded a reasonable opportunity to make his/ her own representations to the Board in relation to the relevant matter prior to such discussions or voting.
- 12.3.4 Subject to Act: This Article 12.3 shall be subject to the relevant provisions of the Act.

12.4 Directors' Remuneration and Expenses

- 12.4.1 The expenses of Directors or Designees attending meetings of the Board shall be borne by their respective Sponsoring Members. Directors shall not normally receive any fees or reimbursement of expenses from the TM Forum for their attendance at Board and other statutory meetings of the TM Forum; however the reasonable travel and other out-of-pocket expenses of Directors attending additional meetings on behalf of the Board may be borne by the TM Forum.

Exceptionally the TM Forum may pay to Directors or Designees such fees in the form of honoraria, reasonable travel and other out-of-pocket expenses as may be determined by the Board on the recommendation of the Compensation Committee.

- 12.4.2 Ex-officio Directors: The arrangements in relation to remuneration and expenses of each Ex-officio Director shall be those determined in relation to the executive post as a result of which he/ she was appointed to the Board, in accordance with the other provisions of these by-laws. Unless otherwise specified in such arrangements, no Ex-officio Director shall receive any additional fees or expenses in respect of his/ her role as a Director.

12.5 Written Consent

- 12.5.1 Written consent permitted: Notwithstanding any other provision in Article 10 to the contrary and subject to Articles 12.5.2 to 12.5.4, any action required or permitted to be taken at a meeting of the Board by the Act, the certificate of incorporation or the by-laws of the TM Forum, may be taken without meeting if more than one half (1/2) of the Directors consent thereto in writing or approved in a previous meeting and recorded in the minutes
- 12.5.2 Notice required: An action taken pursuant to Article 12.5 shall only be valid if all Directors have been notified of the proposed resolution at least 48 hours prior to the time such resolution takes effect
- 12.5.3 Filing: Any written consent executed pursuant to Article 12.5 shall be filed with the Secretary and attached to the minutes of the meeting.
- 12.5.4 Electronic voting: At the discretion of the Chairman, written consents pursuant to Article 12.5 may be communicated by means of e-mail or other electronic transmissions by the Directors. The results of any Board vote taken electronically shall be documented and filed with the minutes of the next Board meeting.

12.6 Attendance

Meetings of the Board shall be open only to Directors and such guests as the Chairman may, from time-to-time, expressly invite to attend all or a portion of the Board meetings.

12.7 Electronic Board Meetings, etc.

One or more Directors may participate in a meeting of the Board (or a Committee) by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another.

PART E: MISCELLANEOUS

13 OFFICES

13.1 Principal Office

The principal office of the TM FORUM shall be in such location within or outside the State of New Jersey as the Board may determine.

13.2 Other Offices

In addition to the principal office, the TM Forum may have other offices within or outside the State of New Jersey, as the Board may decide.

14 DISSOLUTION

No earnings from the TM Forum may be distributed to any Member, an officer or an employee of a Member, or any Officer or employee of the TM Forum. Instead such earnings or property attributed to earnings, if any, remaining after payment of necessary expenses, shall be distributed to either an entity which qualifies under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or any successor provision in any future Federal Income Tax law) and which has similar purposes as the TM Forum, or to an entity which qualifies under Section 501(c)(3) of the Internal Revenue Code, as amended (or any successor provision in any future Federal Income Tax law).

15 CORPORATE SEAL

The TM Forum shall have a corporate seal which shall be circular in form and shall bear the name of the TM Forum and the year of its Corporation and the name of the state under the laws of which it was organized.

16 FISCAL YEAR

The fiscal year of the TM Forum shall end on the thirty-first (31st) day of March in each year.

17 INDEMNIFICATION

To the fullest extent permitted by law as provided in Section 15A:3-4 of the Act, the TM Forum shall indemnify all of its Officers, Directors and Designees serving as such from time to time after the date of adoption of this By-Law, both during their terms of office and thereafter, against all reasonable costs, reasonable disbursements, reasonable counsel fees and liabilities arising directly or indirectly from the performance of their duties as Officers, Directors and proxies. What are "reasonable costs", "reasonable disbursements" and "reasonable counsel fees" shall be determined by the Board (or a Committee thereof). This indemnification may, at the discretion of the Board, include advances of expenses in advance of final disposal of any action, suit or proceeding. This indemnification shall not be exclusive of any other rights to which said Directors or Officers may be entitled. Any word or phrase not defined in this Article shall have the meaning ascribed to it in Section 15A:3-4 of the Act, as that section may be amended.

To facilitate this indemnification the TM Forum shall carry Director and Officer insurance. This coverage will be reviewed annually to assure its adequacy.

18 RESOLUTION OF DISPUTES

Any disputes arising out of or related to these By-laws, or any Policy or Contract between the TM Forum and its Members, shall be resolved solely by final and binding arbitration between the TM Forum and any Member or Members involved in such dispute. Such arbitration shall be held in the State of New Jersey in accordance with the Rules and Regulations of the American Arbitration Association, and shall be conducted by three arbitrators, one to be selected by the Member or Members involved in such dispute, one to be selected by the TM Forum, and the third to be selected by the two arbitrators, all from the membership of the TM Forum (other than the Member or Members involved in such dispute).

19 EFFECTIVE DATE

These Amended and Restated By-laws shall take effect from 29th October 2013

ANNEX 1: POLICY ON INTELLECTUAL PROPERTY RIGHTS

1. INTRODUCTION

The TM Forum Intellectual Property Rights (IPR) Policy governs the treatment of intellectual property in the production of deliverables by the TM Forum.

This Policy applies to all Members of the TM Forum and their Affiliates (defined below). The TM Forum Board of Directors may amend this Policy at any time in its sole discretion. In the event of such change to this Policy, the Board will provide instructions for transition of membership and Collaboration Project Teams to the new Policy; however, no amendment to this Policy will be effective in less than 60 calendar days from the date that written notice of such amendment is given to the Member at its address of record with the TM Forum.

2. DEFINITIONS

Each capitalized term within this document shall have the meaning provided below:

- 2.1 Affiliate - any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. In the event that such control ceases to exist, such Affiliate will be deemed to have withdrawn from TM Forum pursuant to the terms set forth in the withdrawal provisions in Section 11. For purposes of this definition, with respect to a business entity, control means direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.
- 2.2 Collaboration Project Team (Team) - has the meaning set forth in Part A, Article 1.1 of the TM Forum By-laws. [insert hyperlink to By-laws]
- 2.3 Collaboration Project Team Process - has the meaning set forth in Part A, Article 1.1 of the TM Forum By-laws. [insert hyperlink to By-laws]
- 2.4 Continuing Licensing Obligation - a licensing obligation, of the types defined by Section 9 of this Policy, which survives a Member's withdrawal from a TM Forum Collaboration Project Team.
- 2.5 Contribution - any material submitted to a TM Forum Collaboration Project Team by a Team Participant in writing or electronically, whether in an in-person meeting or in any electronic conference or mailing list maintained by the TM Forum for the TM Forum Collaboration Project Team and which is or was proposed for inclusion in a TM Forum Deliverable.
- 2.6 Contribution Obligation - a licensing requirement, as described in Section 10 that results from making a Contribution as described in Section 9.1.
- 2.7 Contributor - a Member on whose behalf a Contribution is made by the Member's Team Participant.
- 2.8 Deliverable - works of authorship regardless of the nature of the material objects in which such works are embodied and includes, but is not limited to, computer programs, whether in source or object code, documentation, models, diagrams and designs, pictures, tapes, discs, audio-visual works, motion pictures, paper, phonorecords or works of authorship embodied in any other medium now known or later developed. There are three types of Deliverables defined in this Policy.
 - 2.8.1 TM Forum Deliverable - a Deliverable developed by a Collaboration Project Team within the scope of its charter which is enumerated in and developed in accordance with the TM Forum Collaboration Project Team Process.
 - 2.8.2 TM Forum Standards Draft Deliverable - a TM Forum Deliverable that has been designated and approved by a Collaboration Project Team as a TM Forum Standards Draft Deliverable and

which is enumerated in and developed in accordance with the TM Forum Collaboration Project Process.

- 2.8.3 TM Forum Standards Final Deliverable - a TM Forum Deliverable that has been designated and approved by a Collaboration Project Team as a TM Forum Standards Final Deliverable and which has been approved as a TM Forum Approved Deliverable by the corporate Members of TM Forum as provided in the By-laws of TM Forum.
- 2.9 Designated Representative - has the meaning set forth in Part B, Article 4.6.4(d) of the TM Forum By-laws. [insert a hyperlink to By-laws]
- 2.10 Eligible Person - employees or designees of Members of the TM Forum, and such other persons as may be designated by the TM Forum Board of Directors.
- 2.11 Essential Claims - those claims in any patent or patent application that now, or at any time in the future, are owned or controlled by an Obligated Party and granted in any jurisdiction in the world that would necessarily be infringed by an implementation of those portions of a particular TM Forum Standards Final Deliverable created within the scope of the Team charter in effect at the time such deliverable was developed. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing a TM Forum Standards Final Deliverable. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the TM Forum Standards Final Deliverable is approved.
- The following are expressly excluded from and shall not be deemed to constitute Essential Claims:
- 2.11.1 any claims other than as set forth above even if contained in the same patent as Essential Claims; and
- 2.11.2 claims which would be infringed only by: enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Deliverable and are not themselves expressly set forth in the Deliverable (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like); or the implementation of standards or specifications developed elsewhere and merely incorporated by reference in the body of the Deliverable.
- 2.11.3 design patents and design registrations.
- 2.12 Feedback - any written or electronic input provided to a TM FORUM Collaboration Project Team by individuals who are not Team Participants, and which is proposed for inclusion in a TM Forum Deliverable. All such Feedback must be made under the terms of the Feedback License (Appendix A).
- 2.13 Final Maintenance Deliverable - Any TM Forum Standards Final Deliverable that results entirely from Maintenance Activity.
- 2.14 FORUM Click-Through Licenses (FCTL) – the licenses set forth in Appendix C and Appendix D.
- 2.15 FORUM Click-Through License (FCTL) Mode Team – a TM Forum Team that is chartered under the FORUM Click-Through License IPR Mode described in Section 4 and Section 10.
- 2.16 IPR Mode - an element of a TM Forum Project Charter, which specifies the type of licenses required for any Essential Claims associated with the output produced by a given TM Forum Collaboration Project Team. This is further described in Section 4 and Section 10.
- 2.17 Licensed Products - means only those specific portions of Licensee's (including Affiliates') products (hardware, software or combinations thereof) that (a) implement and comply with all required portions of or inclusion in an implementation of the Standards Final Deliverable created within the scope of the Team Charter, and (b) to the extent that Licensee's products implement one or more optional portions of such Standards Final Deliverable, those portions of Licensee's (including Affiliates') products that implement and comply with all required portions that must be implemented to comply with such optional portions of the Standards Final Deliverable.

- 2.18 Licensee - any organization, including its Affiliates as defined in this Policy that receives a license to Essential Claims from Obligated Parties for a particular TM Forum Standards Final Deliverable. Licensees need not be TM Forum Members.
- 2.19 Maintenance Activity - Any drafting or development work to modify a TM Forum Standards Final Deliverable that (a) constitutes only error corrections, bug fixes or editorial formatting changes to a TM FORUM Standards Final Deliverable; and (b) does not add any feature; and (c) is within the scope of the Team that approved the TM Forum Standards Final Deliverable (whether or not the work is conducted by the same Team).
- 2.20 Obligated Party - a TM Forum Member, and its Affiliates that incurs a licensing obligation for its Essential Claims by either a Contribution Obligation or a Participation Obligation.
- 2.21 Participation Obligation - a licensing requirement, as described in Section 10, that arises from membership in a TM Forum Collaboration Project Team, as described in Section 9.2.
- 2.22 Project Charter – A formal description of a Collaboration Project Team’s objectives and other relevant criteria including the names of Team Participants and the applicable IPR mode.
- 2.23 RAND Mode Team - a TM Forum Team that is chartered under the RAND IPR Mode described in Section 4 and Section 10. (RAND shall mean on fair, reasonable, and non-discriminatory terms which may include a reasonable royalty).
- 2.24 RF RAND Mode Team – a TM Forum Team that is chartered under the RF RAND Mode described in Section 4 and Section 10. (RF RAND shall mean without payment of royalties or fees, but may include other reasonable, and non-discriminatory license terms).
- 2.25 Team Participant - an Eligible Person who has completed the requirements as set forth herein and in accordance with the TM Forum By-laws to join a Collaboration Project Team during the period in which s/he maintains his or her membership as described by the TM Forum Collaboration Project Team Process and named in the Project Charter.
- 2.26 Team Administrator - the person(s) appointed to represent the TM Forum in administrative matters relating to Collaboration Project Teams as provided by the TM Forum Collaboration Project Team Process.

3. CONFIDENTIALITY

Contributions or Feedback that are subject to any requirement of confidentiality should not be submitted to the TM Forum Collaboration Project Team Process. All Contributions and Feedback will therefore be deemed to have been submitted on a non-confidential basis, notwithstanding any markings or representations to the contrary, and the TM Forum shall have no obligation to treat any such material as confidential.

4. TEAM OPERATION

Prior to the time a Team is chartered, the proposal to form the Team must specify in its Project Charter the IPR Mode under which the Collaboration Project Team will operate. (insert hyperlink to guidelines) The following IPR Modes shall be available:

- 4.1 RAND - requires all Obligated Parties to license their Essential Claims using the RAND licensing elements described in Section 10.1. The RAND IPR Mode shall be the default IPR Mode for the TM Forum.
- 4.2 RF on RAND Terms - requires all Obligated Parties to license their Essential Claims on a RF on RAND Terms basis using the RF licensing elements described in Section 10.2.
- 4.3 Forum Click-Through License (“FCTL”) - requires all Obligated Parties to execute the FCTL and to license their Essential Claims pursuant to the terms therein as further described in Section 10.3.

A Team may not change its IPR Mode without closing and submitting a new Project Charter.

An Eligible Person may become a Team Participant only upon the approval of a Designated Representative of the TM Forum Member for which said Eligible Person is employed.

5. CONTRIBUTIONS

5.1 General

At the time of submission of a Contribution for consideration by a TM Forum Collaboration Project Team, each named co-Contributor (and its respective Affiliates) is deemed to agree to the following terms and conditions and to make the following representations (based on the actual knowledge of the Team Participant(s) making the Contribution, with respect to items 3 - 5 below, inclusive):

- 5.1.1 The TM Forum has no duty to publish or otherwise use or disseminate any Contribution.
- 5.1.2 The TM Forum may reference the name(s) of the Contributor(s) for the purpose of acknowledging and publishing the Contribution.
- 5.1.3 The Contribution properly identifies any holders of copyright interests in the Contribution.
- 5.1.4 No information in the Contribution is confidential, and the TM Forum may freely disclose any information in the Contribution.
- 5.1.5 There are no limits to the Contributor's ability to make the grants, acknowledgments, and agreements required by this Policy with respect to such Contribution.

5.2 Copyright Licenses

- 5.2.1 To the extent that a Contributor (and its respective Affiliates) holds a copyright interest in its Contribution, such Contributor grants to the TM Forum a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the TM Forum Deliverable and enabling (subject to the rights of the owners of any Essential Claims) the implementation of the same by Licensees.
- 5.2.2 To the extent that a Contribution is subject to copyright by parties that are not Contributors, the submitter(s) must provide the TM Forum with a signed "Copyright License Grant" (Appendix B) from each such copyright owner whose permission would be required to permit the TM Forum to exercise the rights described in Appendix B.

5.3 Trademarks

- 5.3.1 Trademarks or service marks that are not owned by the TM Forum shall not be used by the TM Forum, except as approved by the TM Forum Board of Directors, to refer to work conducted at the TM Forum, including the use in the name of a TM Forum Team, a TM Forum Deliverable, or incorporated into such work.
- 5.3.2 No TM Forum Member may use a TM Forum trademark or service mark in connection with a TM Forum Deliverable or otherwise, except in compliance with such license and usage guidelines as the TM Forum may from time to time require.
- 5.3.3 For avoidance of doubt, TM Forum shall not use any trademarks or service marks of an TM Forum Member in connection with a TM Forum Deliverable or otherwise without express written permission of that Member.

6. LIMITED PATENT COVENANT FOR DELIVERABLE DEVELOPMENT

In order to accelerate availability of implementations by TM Forum Members of TM Forum Standards Draft Deliverables being developed by a Team, each TM Forum Member on joining a Team, grants to TM Forum Members automatically and without further action on its part, and on an ongoing basis, a limited covenant, on a reciprocal basis, not to assert any Essential Claims against other TM Forum Members implementing such TM Forum Standards Draft Deliverable for the purpose of making, using, testing, field trialing such an

implementation during a period of 12 months until either the 12 month trial period elapses; the TM Forum Standards Draft Deliverable is approved as a TM Forum Standards Final Deliverable, or the Collaboration Project Team is closed, whichever occurs first. Upon approval of the TM Forum President, the 12 month trial period may be extended for an additional 6 months. In addition, nothing herein shall prevent a TM Forum Member from waiving its rights in its Contribution to permit TM Forum Members to use such contributions at any stage in the evolution of a TM Forum Deliverable.

For the avoidance of doubt for RAND Mode Teams, Members would be permitted to collect reasonable royalties for commercial application of draft implementations.

7. FEEDBACK

- 7.1 The TM Forum encourages Feedback to the TM Forum Deliverables from both the TM Forum Members who do not have representatives that are participating on that Collaboration Project Team and, where appropriate, non-TM Forum Members. Feedback will be accepted only under the "Feedback License" (Appendix A).
- 7.2 The TM Forum will require that submitters of Feedback agree to the terms of the Feedback License in writing before transmitting submitted Feedback to the Collaboration Project Team.
- 7.3 Feedback from Eligible Persons will be accepted only upon the approval of a Designated Representative of the TM Forum Member for which said Eligible Person is employed.

8. DISCLOSURE

- 8.1 Disclosure Obligations - Each Member of a Collaboration Project Team through its Team Participant shall disclose to the TM Forum in writing the existence of all patents and/or published patent applications owned or claimed by such Member that are actually known to the Member's Team Participant directly participating in the Collaboration Project Team, and which such Team Participant believes may contain any Essential Claims or claims that might become Essential Claims upon approval of a TM FORUM Standards Final Deliverable as such deliverable then exists (collectively, "Disclosed Claims").
- 8.2 Disclosure of Third Party Patent Claims - Each Member whose Team Participants become aware of patents or patent applications owned or claimed by a third party that contain claims that might become Essential Claims upon approval of a TM Forum Standards Final Deliverable should disclose them, provided that such disclosure is not prohibited by any confidentiality obligation binding upon them. It is understood that any Member that discloses third party patent claims to the TM Forum does not take a position on the essentiality or relevance of the third party claims to the TM Forum Standards Final Deliverable in its then-current form.

In both cases (Sections 8.1 and 8.2), it is understood and agreed that such Team Participant(s) do not represent that they know of all potentially pertinent claims of patents and patent applications owned or claimed by a Member or any third parties. For the avoidance of doubt, while the disclosure obligation under Sections 8.1 and 8.2 applies directly to all Members with Team Participants in the Collaboration Project Team, this obligation is triggered based on the actual knowledge of the Team Participants regarding the Team Participants patents or patent applications that may contain Essential Claims.

- 8.3 Disclosure Requests - Disclosure requests will be included as described in Section 12 with all public review copies of the TM Forum Standards Final Deliverables. All the TM Forum Team Participants are encouraged to review such TM Forum Standards Final Deliverables and make appropriate disclosures.
- 8.4 Limitations - A disclosure request and the obligation to disclose set forth above do not imply any obligations on the recipients of disclosure requests (collectively or individually) or on any Member to perform or conduct patent searches. Nothing in this Policy nor the act of receiving a disclosure request for a TM Forum Standards Final Deliverable, regardless of whether it is responded to, shall be construed or otherwise interpreted as any kind of express or implied representation with respect to

the existence or non-existence of patents or patent applications which contain Essential Claims, other than that such Member has acted in good faith with respect to its disclosure obligations.

- 8.5 Information - Any disclosure of Disclosed Claims shall include (a) in the case of issued patents and published patent applications, the patent or patent application publication number, the associated country and, as reasonably practicable, the relevant portions of the applicable TM Forum Standards Final Deliverable; and (b) in the case of unpublished patent applications, the existence of the unpublished application and, as reasonably practicable, the relevant portions of the applicable TM Forum Standards Final Deliverable.

9. TYPES OF OBLIGATIONS

9.1 Contribution Obligation

A Member with Team Participant(s) in a Collaboration Project Team has a Contribution Obligation, which arises at the time its Contribution is submitted to the Team, to license pursuant to the applicable IPR mode any claims under its patents or published patent applications that become Essential Claims when such Contribution is incorporated (either in whole or in part) into (a) the TM Forum Standards Final Deliverable produced by the Team that received the Contribution, or (b) any Final Maintenance Deliverable with respect to that TM Forum Standards Final Deliverable.

9.2 Participation Obligation

A Member with Team Participant(s) in a Collaboration Project Team has a Participation Obligation to license pursuant to the applicable IPR Mode as described in Section 10, any claims under its patents or patent applications that would be Essential Claims in the then current TM Forum Standards Draft Deliverable, if that draft subsequently becomes a TM Forum Standards Final Deliverable, even if the Team Participant is not a Contributor, when all of the following conditions are met:

A TM Forum Standards Final Deliverable is finally approved that incorporates such TM Forum Standards Draft Deliverable, either in whole or in part;

The Member has been on, or has been represented by Team Participant(s) on such Team for a total of sixty (60) calendar days, which need not be continuous;

The Member is on, or is represented by Team Participant (s) on such Team after a period of seven (7) calendar days after the ballot to approve such TM Forum Standards Draft Deliverable has elapsed.

Once the foregoing conditions are met, that Member's Participation Obligation to license continues with respect to that TM Forum Standards Final Deliverable, and any Final Maintenance Deliverable subsequently approved with respect to that TM Forum Standards Final Deliverable.

For Members, the membership threshold is met by one or more employees or organizational designees of such Parties having been a Team Participant on any 60 calendar days, although any given calendar day is only one day of membership, regardless of the number of Team Participants on that day.

Each time a new TM FORUM Standards Draft Deliverable is approved by the Collaboration Project Team, the Participation Obligation adjusts to encompass the material in the latest TM Forum Standards Draft Deliverable seven days after such draft has been approved for publication.

9.3 TM Forum Member Obligation

Each TM Forum Member (including its Affiliates), who does not otherwise have a licensing obligation arising from Section 10, agrees to make available to anyone who receives a TM Forum Standard Final Deliverable(s) for implementation, a license of its Essential Claims in the TM Forum Standards Deliverable(s) on reasonable terms and conditions defined in Section 10.1 as if the Member were an Obligated Party provided, however, that such Member shall not seek any payment for the use or practice of a TM Forum Standard Final Deliverable by anyone prior to notification to TM Forum by that Member of such Essential Claims as set forth above.

10. LICENSING REQUIREMENTS

10.1 RAND Mode Team Requirements

For a TM Forum Standards Final Deliverable developed by a RAND IPR Mode Team, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such Team hereby covenants that, upon request and subject to Section 11, it will grant to any TM Forum Member or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations on fair, reasonable, and non-discriminatory terms to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute (a) Licensed Products that implement such TM Forum Standards Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to that TM Forum Standards Final Deliverable. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same TM Forum Standards Final Deliverable and any such Final Maintenance Deliverable. Such term may require the Licensee to grant licenses to all implementers of such deliverable. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same TM Forum Standards Final Deliverable or any such Final Maintenance Deliverable.

License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above are left to the Licensees and Obligated Parties involved.

Current and former TM Forum Members and Feedback providers shall not seek a patent royalty payment or infringement damages for any entity's acts of alleged infringement of their Essential Claims used in implementing a TM Forum Standards Final Deliverable, where such acts occur prior to notification to the entity or the TM Forum by that TM Forum Member or Feedback provider of such Essential Claims. Also, a Member or Feedback provider cannot seek payments when asserting an Essential Claim against a TM Forum Standards Final Deliverable itself until it discloses such Essential Claim to TM Forum.

The foregoing provision applies only where the TM Forum Member has incurred or incurs a Contribution or Participation or Feedback Obligation (including continuing obligations) with respect to such Essential Claims.

10.2 RF Mode Team Requirements

For a TM Forum Standards Final Deliverable developed by an RF Mode Team, except where a Licensee has a separate, signed agreement under which the Essential Claims are licensed to such Licensee on more favorable terms and conditions than set forth in this section (in which case such separate signed agreement shall supersede this Limited Patent License), each Obligated Party in such Team hereby covenants that, upon request and subject to Section 11, it will grant to any TM Forum Member or third party: a nonexclusive, worldwide, non-sublicensable, perpetual patent license (or an equivalent non-assertion covenant) under its Essential Claims covered by its Contribution Obligations or Participation Obligations without payment of royalties or fees, to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute (a) Licensed Products that implement such TM Forum Standards Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to that TM Forum Standards Final Deliverable. For the sake of clarity, the rights set forth above include the right to directly or indirectly authorize a third party to

make unmodified copies of the Licensee's Licensed Products and to license (optionally under the third party's license) the Licensee's Licensed Products, within the scope of, and subject to the terms of, the Obligated Party's license.

At the election of the Obligated Party, such license may include a term requiring the Licensee to grant a reciprocal license to its Essential Claims (if any) covering the same TM Forum Standards Final Deliverable. Such term may require the Licensee to grant licenses to all implementers of such deliverable. The Obligated Party may also include a term providing that such license may be suspended with respect to the Licensee if that Licensee first sues the Obligated Party for infringement by the Obligated Party of any of the Licensee's Essential Claims covering the same TM Forum Standards Final Deliverable.

The licensing obligations under the RF on RAND Terms IPR Mode may be fulfilled by agreeing to offer the FCTL in lieu of the licensing obligations under the RF on RAND Terms IPR Mode.

10.3. FORUM Click-Through License (FCTL) Mode Team Requirements

10.3.1 For a TM Forum Standards Final Deliverable developed by an FCTL Mode Team that is chartered pursuant to Section 4.3 hereof, each Obligated Party hereby covenants that, subject to Sections 11 and Section 4 as a condition of participating in such FCTL Mode Team shall execute the FCTL in effect at the time the FCTL Mode Team is chartered and subject to section 10.3.2 below.

10.3.2 Opt-Out Solely for Forum Click-Through License (FCTL) Mode

At any time up to the end of a sixty (60) day period following the date of publication by the TM Forum of a proposed TM Forum Standards Final Deliverable under this Section 10.3 of the Policy, all TM Forum Members other than the Team Participants in that TM Forum Click-Through License (FCTL) Mode Team, but including any such Team Participant who withdrew according to the provisions of Section 11.1.1, shall have the right to review the document and exclude any of its Essential Claims relating to that Deliverable from the terms of the Forum Click-Through License for Implementation. This will allow the Member to execute the Forum Click-Through License for Implementation as defined in Appendix D of the Policy while negotiating another license under RAND terms and conditions for its excluded Essential Claims.

In order to achieve this, the Member shall identify itself and the subject matter of such Claim or Claims it reasonably believes at the time may have Essential Claim(s). The Member statement shall specifically state that the Essential Claim or Claims will be licensed under either RF RAND or RAND terms. If a Member states it will not license under RF RAND terms, then such Member shall specifically identify the patents (by patent number) or patent applications (by application number) to TM Forum. It shall not seek any payment for the use or practice of a TM Forum Standards Final Deliverable by anyone prior to notification to TM FORUM by that Member of such Essential Claims as set forth above.

The election of a Member to furnish the statement provided herein, or not to furnish such statement as well as the licensing option incorporated in the statement, shall be irrevocable and not subject to revision or change, after the expiration of the sixty (60) day period.

If a TM Forum Member that did not participate in that TM Forum Click-Through License (FCTL) Mode Team, or which had timely withdrawn from such Team pursuant to Section 11.1.1 as provided above, did not provide an exclusion notice within such sixty (60) day period, and does not execute the FCTL License for Implementation as defined in Appendix D of the Policy, such Member's patents and/or patent applications shall remain subject to the RAND commitment under Section 9.3 with respect to said Deliverable.

11. WITHDRAWAL AND TERMINATION

A Member may withdraw from a TM Forum Collaboration Project Team at any time by notifying the TM FORUM Team Administrator in writing. Withdrawal is effective when such written notice is sent.

11.1 Withdrawal from a Collaboration Project Team

A Member that withdraws from a TM Forum Collaboration Project Team shall have Continuing Licensing Obligations based on its Contribution Obligations and Participation Obligations as follows:

11.1.1 A Member that has incurred neither a Contribution Obligation nor a Participation Obligation prior to withdrawal has no licensing obligations for the TM Forum Standards Final Deliverable(s) originating from that TM Forum Team.

11.1.2 A Member that has incurred a Contribution Obligation prior to withdrawal continues to be subject to its Contribution Obligation.

11.1.3 A Member that has incurred a Participation Obligation prior to withdrawal continues to be subject to its Participation Obligation but only with respect to the TM Forum Standards Draft Deliverable(s) approved more than seven (7) calendar days prior to its withdrawal.

11.2 Termination of TM FORUM Membership

A TM Forum Member that terminates its TM Forum membership (voluntarily or involuntarily) is deemed to withdraw from all TM Forum Collaboration Project Teams in which that Member has a Team Participant (s) representing it, and such Member remains subject to Continuing Licensing Obligations for each such Team based on its Obligated Party status in that Team on the date that its membership termination becomes effective.

12. LIMITATIONS OF LIABILITY

All the TM Forum Deliverables are provided "as is", without warranty of any kind, express or implied, and the TM Forum, as well as all the TM Forum Members and Team Participants, expressly disclaim any warranty of merchantability, fitness for a particular or intended purpose, accuracy, completeness, non-infringement of third party rights, or any other warranty.

In no event shall the TM Forum or any of its constituent parts (including, but not limited to, the TM Forum Board of Directors), be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

In addition, except for grossly negligent or intentionally fraudulent acts, the TM Forum Members and Team Participants (or their representatives), shall not be liable to any other person or entity for any loss of profits, loss of use, direct, indirect, incidental, consequential, punitive, or special damages, whether under contract, tort, warranty, or otherwise, arising in any way out of this Policy, whether or not such party had advance notice of the possibility of such damages.

The TM Forum assumes no responsibility to compile, confirm, update or make public any assertions of Essential Claims or other intellectual property rights that might be infringed by an implementation of a TM FORUM Deliverable.

If the TM Forum at any time refers to any such assertions by any owner of such claims, the TM Forum takes no position as to the validity or invalidity of such assertions, or that all such assertions that have been or may be made in the future.

13. GENERAL

13.1 By ratifying this document, the TM Forum warrants that it will not inhibit the traditional open and free access to the TM Forum Deliverables for which a copyright license and right have been assigned or obtained according to the procedures set forth in this section. This warranty is perpetual and will not

be revoked by the TM Forum or its successors or assigns as to any already adopted TM Forum Standards Final Deliverable; provided, however, that neither the TM Forum nor its assigns shall be obligated to:

- 13.1.1 Perpetually maintain its existence; nor
 - 13.1.2 Provide for the perpetual existence of a website or other public means of accessing the TM Forum Standards Final Deliverables; nor
 - 13.1.3 Maintain the public availability of any given TM Forum Standards Final Deliverable that has been retired or superseded, or which is no longer being actively utilized in the marketplace.
- 13.2 Where any copyrights, trademarks, patents, patent applications, or other proprietary rights are known, or claimed, with respect to any TM Forum Deliverable and are formally brought to the attention of the TM Forum Team Administrator, the TM Forum shall consider appropriate action, which may include disclosure of the existence of such rights, or claimed rights. The TM Forum Collaboration Project Team Process shall prescribe the method for providing this information.
- 13.2.1 The TM Forum disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, trademarks, patents, patent applications, or other rights, and will make no assurances on the validity or scope of any such rights.
 - 13.2.2 Where the TM Forum Team Administrator is formally notified of rights, or claimed rights under Section 8 with respect to entities other than Obligated Parties, the TM Forum President shall attempt to obtain from the claimant of such rights a written assurance that any Licensee will be able to obtain the right to utilize, use, and distribute the technology or works when implementing, using, or distributing technology based upon the specific TM Forum Standards Final Deliverable (or, in the case of a TM Forum Standards Draft Deliverable, that any Licensee will then be able to obtain such a right) under terms that are consistent with this Policy. All such information will be made available to the Team that produced such deliverable, but the failure to obtain such written assurance shall not prevent votes from being conducted, except that the TM Forum Team Administrator may defer approval for a reasonable period of time where a delay may facilitate the obtaining of such assurances. The results will, however, be recorded by the TM Forum Team Administrator, and made available to the public. The TM Forum Board of Directors may also direct that a summary of the results be included in any published TM Forum Standards Final Deliverable.
 - 13.2.3 Except for the rights expressly provided herein, neither the TM Forum nor any TM Forum Member grants or receives, by implication, estoppel, nor otherwise, any rights under any patents or other intellectual property rights of the Member, the TM Forum, any other Member, or any third party.
 - 13.2.4 Transfer of Essential Claims - Any agreement in which a Member transfers, or grants an exclusive license to, an Essential Claim (or patent or patent application that includes it) must provide that such transferees and exclusive licensee's are bound by the license obligations of this Policy (specifically or in a general statement about standards commitments), including this section.

A Member may choose the manner in which it complies with this section, provided that any agreement for transferring or assigning Essential Claims includes a provision that such transfer or assignment is subject to existing licenses and obligations to license imposed on the Member by standards bodies, specification development organizations, or similar organizations (or language of similar import).
 - 13.2.5 No Member shall sell or otherwise distribute for a monetary consideration any TM Forum Standards Final Deliverable itself.
- 13.3 Solely for purposes of Section 365(n) of Title 11, United States Bankruptcy Code, and any equivalent law in any foreign jurisdiction, the promises under Section 10 will be treated as if they were a license

and any Member or third-party may elect to retain its rights under this promise if Obligated Party, as a debtor in possession, or a bankruptcy trustee in a case under the United States Bankruptcy Code, rejects any obligations stated in Section 10.

- 13.4 Governing Law. This Policy shall be governed by, interpreted and construed in accordance with the laws of the State of New Jersey and the laws of the United States, without reference to their conflict of laws principles or rules.

14. NOTICES

14.1 Documents

Any document produced by a Collaboration Project Team shall include the following notices replacing [copyright year] with the year or range of years of publication (bracketed language, other than the date, need only appear in the TM Forum Standards Final Deliverable documents):

Copyright © TM Forum [copyright year]. All Rights Reserved.

All capitalized terms in the following text have the meanings assigned to them in the TM Forum Intellectual Property Rights Policy ("the TM Forum IPR Policy"). The full Policy may be found at the TM Forum website.

This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published, and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this section are included on all such copies and derivative works. However, this document itself may not be modified in any way, including by removing the copyright notice or references to TM Forum, except as needed for the purpose of developing any document or deliverable produced by a TM Forum Collaboration Project Team (in which case the rules applicable to copyrights, as set forth in the TM Forum IPR Policy, must be followed) or as required to translate it into languages other than English.

The limited permissions granted above are perpetual and will not be revoked by TM Forum or its successors or assigns.

This document and the information contained herein is provided on an "AS IS" basis and TM Forum DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY OWNERSHIP RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

[TM Forum invites any TM Forum Member or any other party that believes it has patent claims that would necessarily be infringed by implementations of this TM Forum Standards Final Deliverable, to notify the TM Forum Team Administrator and provide an indication of its willingness to grant patent licenses to such patent claims in a manner consistent with the IPR Mode of the TM Forum Collaboration Project Team that produced this deliverable.]

[The TM Forum invites any party to contact the TM Forum Team Administrator if it is aware of a claim of ownership of any patent claims that would necessarily be infringed by implementations of this TM Forum Standards Final Deliverable by a patent holder that is not willing to provide a license to such patent claims in a manner consistent with the IPR Mode of the TM Forum Collaboration Project Team that produced this TM Forum Standards Final Deliverable. TM Forum may include such claims on its website, but disclaims any obligation to do so.]

[TM Forum 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 this TM Forum Standards Final Deliverable or the extent to which any license under such rights might or might not be available; neither does it represent that it has made any effort to identify any such rights. Information on TM Forum's procedures with respect to rights in any document or deliverable produced by a TM Forum Collaboration Project Team can be found on the TM Forum website. Copies of claims of rights made available for publication and any assurances of licenses to be made available, or the result

of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementers or users of this TM Forum Standards Final Deliverable, can be obtained from the TM Forum Team Administrator. TM Forum makes no representation that any information or list of intellectual property rights will at any time be complete, or that any claims in such list are, in fact, Essential Claims.]

14.2 Other Deliverables

Other TM Forum Deliverables may include just the copyright notice as follows replacing [copyright year] with the year or year range of publication:

Copyright © TM Forum [copyright year]. All Rights Reserved.

14.3 Additional Copyright Notices

Additional copyright notices identifying Contributors may also be included with the TM Forum copyright notice.

15. ACKNOWLEDGEMENTS

Several features of this TM Forum Intellectual Rights Policy have been inspired by or adapted from the OASIS Intellectual Rights Policy. TM Forum gratefully acknowledges the support and permission received from OASIS management in the design of this Policy and is pleased to build upon the OASIS Policy.

Appendix A. Feedback License

The "TM Forum _____ Collaboration Project Team" is developing technology (the "TM Forum _____ Deliverable") as defined by its Project Charter and welcomes input, suggestions and other feedback ("Feedback") on the TM Forum _____ Deliverable in either written or electronic. By the act of submitting, you (on behalf of yourself if you are an individual, and your organization and its Affiliates if you are providing Feedback on behalf of that organization) agree to the following terms (all capitalized terms are defined in the TM Forum Intellectual Property Rights ("IPR") Policy, see [insert hyperlink to By-laws Annex 1, Policy on Intellectual Property Rights]):

1. Copyright - You (and your represented organization and its Affiliates) grant to the TM Forum a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Feedback in any way, and to prepare derivative works that are based on or incorporate all or part of the Feedback, solely for the purpose of developing and promoting the TM Forum Deliverable and enabling the implementation of the same by Licensees or Beneficiaries.
2. Essential Claims - You (and your represented organization and its Affiliates) covenant to grant a patent license pursuant to the IPR mode of the Collaboration Project Team to which the Standards Final Deliverable relates under any patent claims that you (or your represented organization or its Affiliates) own or control that become Essential Claims because of the incorporation of such Feedback into the TM Forum Standards Final Deliverable, and any Final Maintenance Deliverable. With respect to Collaboration Teams chartered under the FCTL mode, you hereby grant to any implementer who has signed the FCTL agreement and its Affiliates [collectively referred to as "Licensee"], a nonexclusive, worldwide, non sublicensable, perpetual royalty free license under any patent claims that you (or your represented organization or its Affiliates) own or control that become Essential Claims because of the incorporation of such Feedback into the TM Forum Standards Final Deliverable, and any Final Maintenance Deliverable, to make, have made, use, import, offer to sell, and sell, and to otherwise distribute (a) Licensed Products that implement the Standards Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to the Standards Final Deliverable.
3. Past Royalties and Damages - With respect to teams chartered under the RAND mode, you shall not seek a patent royalty payment or infringement damages for any entity's acts of alleged infringement of your Essential Claims used in implementing a TM Forum Standards Final Deliverable, where such acts occur prior to notification to the entity or the TM Forum by you of such Essential Claims. Also, you cannot seek payments when asserting an Essential Claim against a TM Forum Standards Final Deliverable itself until you disclose such Essential Claim to TM Forum.
4. Right to Provide - You warrant to the best of your knowledge that you have rights to provide this Feedback, and if you are providing Feedback on behalf of an organization, you warrant that you have the rights to provide Feedback on behalf of your organization and to bind your organization and its Affiliates to the licensing or non-assertion obligations provided above. **FEEDBACK FROM EMPLOYEES AND DESIGNEES OF A TM FORUM MEMBER WILL BE ACCEPTED ONLY UPON THE APPROVAL OF A DESIGNATED REPRESENTATIVE OF THE TM FORUM MEMBER.**
5. Confidentiality - You further warrant that no information in this Feedback is confidential, and that the TM FORUM may freely disclose any information in the Feedback.
6. No requirement to Use - You also acknowledge that the TM Forum is not required to incorporate your Feedback into any version of this TM Forum Deliverable.

Assent of Feedback Provider:

By: _____ (Signature)

Name: _____

Title: _____ Organization: _____

Date: _____

Email: _____

Appendix B. Copyright License Grant

The undersigned, on its own behalf and on behalf of its represented organization and its Affiliates, if any, with respect to their collective copyright ownership rights in the Contribution " _____," grants to the TM Forum a perpetual, irrevocable, non-exclusive, royalty-free, world-wide copyright license, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Contribution in any way, and to prepare derivative works that are based on or incorporate all or part of the Contribution solely for the purpose of developing and promoting the TM Forum Deliverable and enabling the implementation of the same by Licensees or Beneficiaries (all above capitalized terms are defined in the TM Forum Intellectual Property Rights ("IPR") Policy, see [insert hyperlink to By-laws Annex 1, Policy on Intellectual Property Rights]).

Assent of the Undersigned:

By: _____ (Signature)

Name: _____

Title: _____ Organization: _____

Date: _____ Email: _____

Appendix C. FORUM Click-Through License (“FCTL”) for Review

1. License. When you click the “I ACCEPT” button, each Obligated Party and party that has executed an Implementation license with respect to Standards Final Deliverable [listed at [URL]], on behalf of itself and its Affiliates hereby grants a patent license under its and its Affiliates (other than Excluded Affiliates) Essential Claims, solely for the making or using of an implementation of such Standards Final Deliverable for testing or internal review purposes but not to make, have made, use, sell, import or distribute for commercial or internal productivity purposes. These rights expire after 12 months and cannot be renewed or reinitiated. If you wish to implement the Standards Final Deliverable commercially, you must accept the Implementation license (at URL). If you do not click the “I Accept” button for implementation, you do not have a license to implement the Standards Final Deliverable. Reviewers that execute this Agreement are hereinafter referred to as “Licensee.”
2. Copyright License. Obligated parties also grant Licensee a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license in the Standards Final Deliverable, with the right to copy internally the Standards Final Deliverable in any way solely for the purpose of enabling (subject to patent rights that might apply) the internal review and testing of the same by Licensees.
3. Termination. A Grantor may terminate a license it grants hereunder to any party that implements the Standards Final Deliverable for review (such party is hereinafter referred to as “Licensee”) if such Licensee or its agent files, maintains, or voluntarily participates in a lawsuit against Grantor asserting that Essential Claim(s) of Licensee (or its Affiliates) are infringed by the Standards Final Deliverable.
4. Continuation. This License is intended to bind any future owner, assignee, or exclusive licensee who is given the right to enforce any Essential Claims against third parties, provided that Grantor’s obligations under this Section 3 are satisfied if Grantor provides in any agreement, in which it transfers, or grants an exclusive license to, an Essential Claim (or patent or patent application that includes it) that such transferees and exclusive licensees are bound by the prior patent license (granted in this FCTL) covering such Essential Claims specifically or in a general statement about standards commitments.
5. No Other Rights. The rights granted are only those expressly stated in this Review Agreement; no other rights of any kind are granted to you by implication, waiver, estoppel, or otherwise, nor do you grant any license rights under this Review Agreement.
6. Disclaimer. PARTIES GRANTING THE LICENSE HEREUNDER EXPRESSLY DISCLAIM ANY WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION IN THE STANDARDS FINAL DELIVERABLE WILL NOT INFRINGE INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ANY GRANTING PARTY BE LIABLE TO YOU FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THE REVIEW OR TESTING OF THE STANDARDS FINAL DELIVERABLE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE GRANTING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE
7. Definitions. Capitalized terms, not defined herein, have the same meaning as in the TM Forum Policy on Intellectual Property Rights (“TM Forum IPR Policy”).
 - 7.1 Affiliate. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. For purposes of this definition, with respect to a business entity, control means direct or indirect beneficial ownership of or the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.
 - 7.2 Review Essential Claims. “Review Essential Claims” means those claims in any patent or patent application that now, or at any time in the future, are owned or controlled by an Obligated Party and

granted in any jurisdiction in the world that would necessarily be infringed by an implementation of those portions of a particular Standards Final Deliverable created within the scope of the Team Charter in effect at the time such deliverable was approved [or within the Scope (defined term)]. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no technically feasible non-infringing alternative for implementing a Standards Final Deliverable. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the TM Forum Standards Final Deliverable is approved. The following are expressly excluded from and shall not be deemed to constitute Essential Claims:

- (a) any claims other than as set forth above even if contained in the same patent as Essential Claims; and
- (b) claims which would be infringed only by: enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Deliverable and are not themselves expressly set forth in the Standards Final Deliverable (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like); or the implementation of standards or specifications developed elsewhere and merely incorporated by reference in the body of the Standards Final Deliverable.
- (c) design patents and design registrations.

7.3 Obligated Party. "Obligated Party" means a TM Forum Member, and its Affiliates that incurs a licensing obligation for its Essential Claims by either a Contribution Obligation or a Participation Obligation.

7.4 Standards Final Deliverable. "Standards Final Deliverable" means the Standards Final Deliverable identified below.

8. Governing Law. This FCTL and all disputes arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of New Jersey and the laws of the United States, without reference to conflict of laws principles. This FCTL is intended to be consistent with the TM FORUM IP Policy and By-laws. In the event of a conflict between the TM Forum IP Policy and By-laws and this Agreement the TM Forum IP Policy and By-laws shall govern.

Name of the TM Forum Standard Final Deliverable: <to be completed automatically by TM Forum >

Name of Individual Downloading [or Otherwise Received] Standards Final Deliverable

NAME OF COMPANY OR ENTITY REPRESENTED (MUST BE IDENTIFIED IF DOWNLOADING INDIVIDUAL IS EMPLOYED BY, AND /OR IS SPONSORED FOR ITS TM FORUM ACTIVITIES BY ANOTHER ENTITY OR ORGANIZATION):

By clicking HERE, _____ I AND MY ORGANIZATION (IF APPLICABLE) ACCEPT AND ARE BOUND BY THE TERMS HEREIN FOR REVIEWING THE TM FORUM STANDARD FINAL DELIVERABLE LISTED ABOVE.

Appendix D. FORUM Click-Through License (“FCTL”) for Implementation

1. License. Each party that executes this Agreement (individually a “Grantor”), on behalf of itself and its Affiliates, hereby grants to any other party that executes this Agreement and its Affiliates, a nonexclusive, worldwide, non sublicensable, perpetual (subject to the terms of this Agreement) royalty free patent license under its Essential Claims to make, have made, use, import, offer to sell, and sell, and to otherwise distribute (a) Licensed Products that implement the Standards Final Deliverable, and (b) Licensed Products that implement any Final Maintenance Deliverable with respect to the Standards Final Deliverable, including implementations made prior to the execution of this license. For the avoidance of doubt, the Grantors include TM Forum Members that are Obligated Parties with respect the Standards Final Deliverable and implementers who execute this Agreement. Implementers that execute this Agreement are hereinafter referred to as “Licensee.”
2. Copyright License. Grantors also grant Licensee a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license in the Standards Final Deliverable, with the right to directly and indirectly sublicense, to copy, publish, and distribute the Standards Final Deliverable in any way, and to prepare derivative works that are based on or incorporate all or part of the Standards Final Deliverable solely for the purpose of enabling (subject to patent rights that might apply) the implementation of the Standards Final Deliverable by Licensees.
3. Termination. Subject to the cure provision below, a Grantor may among the remedies otherwise available terminate a license it grants hereunder to any party that files, maintains, or voluntarily participates in a lawsuit against Grantor asserting that Essential Claim(s) of Licensee (or its Affiliates) are infringed by the Standards Final Deliverable. This right of termination does not apply if the action is in response to a suit first brought against Licensee with respect to a Licensed Product that implements the same Standards Final Deliverable or any Final Maintenance Deliverable thereof. Action by the Grantor will be avoided if Licensee accepts the FCTL for Implementation up to 60 days following the sending of written notice to the Licensee or the filing of an infringement action against it by the Grantor, whichever is earlier.
4. Continuation. This License is intended to bind any future owner, assignee, or exclusive licensee who is given the right to enforce any Essential Claims against third parties, provided that Grantor’s obligations under this Section 4 are satisfied if Grantor provides in any agreement, in which it transfers, or grants an exclusive license to, an Essential Claim (or patent or patent application that includes it) that such transferees and exclusive licensees are bound by the obligations and rights granted pursuant to this FCTL, covering such Essential Claims specifically or in a general statement about standards commitments.
5. No Other Rights. The rights granted are only those expressly stated in this FCTL; no other rights of any kind are granted by implication, waiver, estoppel, or otherwise.
6. Disclaimer. GRANTOR EXPRESSLY DISCLAIMS ANY WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION IN THE STANDARDS FINAL DELIVERABLE WILL NOT INFRINGE OWNERSHIP RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THE IMPLEMENTATION OF THE STANDARDS FINAL DELIVERABLE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
7. Definitions. Capitalized terms, not defined herein, have the same meaning as in the TM Forum Policy on Intellectual Property Rights (“TM Forum IPR Policy”).
 - 7.1 Affiliate. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, so long as such control exists. For purposes of this definition, with respect to a business entity, control means direct or indirect beneficial ownership of or

the right to exercise (i) greater than fifty percent (50%) of the voting stock or equity in an entity; or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity.

7.2 Implementation Essential Claims. “Implementation Essential Claims” means those claims in any patent or patent application that now, or at any time, are owned or controlled by an Grantor and granted in any jurisdiction in the world, and that would necessarily be infringed by an implementation of those portions of a particular TM Forum Standards Final Deliverable created within the scope of the Team Project Charter in effect at the time such deliverable was approved. A claim is necessarily infringed hereunder only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing a TM Forum Standards Final Deliverable. Existence of a non-infringing alternative shall be judged based on the state of the art at the time the TM Forum Standards Final Deliverable is approved. The following are expressly excluded from and shall not be deemed to constitute Essential Claims:

- (a) any claims other than as set forth above even if contained in the same patent as Essential Claims; and
- (b) claims which would be infringed only by: enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Deliverable and are not themselves expressly set forth in the Standards Final Deliverable (e.g., semiconductor manufacturing technology, compiler technology, object-oriented technology, basic operating system technology, and the like); or the implementation of standards or specifications developed elsewhere and merely incorporated by reference in the body of the Standards Final Deliverable.
- (c) design patents and design registrations.

7.3 Licensed Product. “Licensed Product” means only those specific portions of Licensee’s (including Affiliates’) products (hardware, software or combinations thereof) that (a) implement and comply with all required portion of for inclusion in an implementation of all required portions of) the Standards Final Deliverable created within the scope of the Team Charter and (b) to the extent that Licensee’s products implement one or more optional portions of such Standards Final Deliverable, those portions of Licensee’s (including Affiliates’) products that implement and comply with all required portions that must be implemented to comply with such optional portions of the Standards Final Deliverable.

7.4 Obligated Party. “Obligated Party” means a TM Forum Member that incurs a licensing obligation for its Essential Claims by either making a contribution that is incorporated into a Standards Final Deliverable or by participating on a Collaboration Project Team for the time period prescribed in the TM Forum IPR Policy and the Affiliates of such Member.

7.5 Standards Final Deliverable. “Standards Final Deliverable” means a work of authorship regardless of the nature or medium (now or later created) that is (i) developed by a Collaboration Project Team within the scope of its charter which is enumerated in and developed in accordance with the Forum Collaboration Project Team Process and (ii) has been designated and approved by a Collaboration Project Team as a TM Forum Standards Final Deliverable and which has been approved as a TM Forum approved deliverable by the corporate Members of TM Forum as provided in the By-laws of TM Forum.

- 8. Governing Law. This FCTL and all disputes arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of New Jersey and the laws of the United States, without reference to conflict of laws principles. This FCTL is intended to be consistent with the TM Forum IP Policy and By-laws. In the event of a conflict between the TM Forum IP Policy and By-laws and this Agreement the TM Forum IP Policy and By-laws shall govern.
- 9. Execution of the License. Parties that are implementing the Standards Final Deliverable shall indicate their agreement of the terms of the FCTL by clicking “I ACCEPT” below. For purposes of clarity, an entity or person that has not executed this Agreement does not receive any rights [and is not authorized to make a compliant implementation of the Standards Final Deliverable.] All Obligated Parties must execute this Agreement. EXECUTION OF THIS AGREEMENT BY AN EMPLOYEE OR DESIGNEE OF A TM FORUM MEMBER

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WILL BE ACCEPTED ONLY UPON THE APPROVAL OF A DESIGNATED REPRESENTATIVE OF THE TM FORUM MEMBER.

Name of the TM Forum Standard Final Deliverable: <to be completed automatically by TM Forum >

Name of Individual Downloading [or Otherwise Received] Standards Final Deliverable

NAME OF COMPANY OR ENTITY REPRESENTED (MUST BE IDENTIFIED IF DOWNLOADING INDIVIDUAL IS EMPLOYED BY, AND /OR IS SPONSORED FOR ITS TM FORUM ACTIVITIES BY ANOTHER ENTITY OR ORGANIZATION):

By clicking [HERE](#), _____ I AND MY ORGANIZATION (IF APPLICABLE) ACCEPT AND ARE BOUND BY THE TERMS AND CONDITIONS HEREIN FOR IMPLEMENTING THE TM FORUM STANDARD FINAL DELIVERABLE LISTED ABOVE.

ANNEX 2 - ANTITRUST POLICIES & GUIDELINES

Private associations of members of a particular industry have been recognized by the United States Supreme Court and other courts as posing "a serious potential for anticompetitive" conduct. The TM Forum has adopted a By-Law committing itself and its Members "to open competition" and specifically directing that "the purposes and object of the TM Forum prohibit" discussions or activities on any topic "which could have an adverse impact on national or international competition or trade or could violate any national or international law regarding competition or trade." With these considerations in mind, and being committed to respect for and adherence to the Antitrust Laws of the United States and any other nation in which its Members are either domiciled or conduct their business, the TM Forum adopts the following guidelines for its Members and their representatives in connection with their activities as Members, and participants in the work, of the TM Forum.

1. Neither the TM Forum nor any of its Committees or activities shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors with regard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. There shall be no discussion, communication or other exchange between Members of the TM Forum and/or their representatives of prices, pricing methods, production quotas or other limitations on either, the timing, costs or volume of production or sale, or allocation of territories or customers.
3. No activity or communication of the TM Forum or any of its Members or representatives thereof shall include any discussion which might be construed as an agreement or understanding to refrain, or to encourage a Member to refrain, from purchasing any raw materials, equipment, services or other supplies from any supplier or from dealing with any supplier.
4. No Corporation activity or communication, or that of its members or the representatives thereof, shall include any discussion which might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods or services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
5. The qualifications for membership in the TM Forum are set forth in the Certificate of Incorporation and in the By-Laws of the TM Forum. No applicant for membership, who otherwise meets the qualifications set forth therein, shall be rejected for any anticompetitive purpose or for the purpose of denying such applicant the benefits of membership.
6. The TM Forum is not a standard-setting organization and neither it nor any Committee or member thereof shall make any effort to bring about the standardization of any product or service for the purpose or with the effect of preventing the manufacture, sale or supply of any product or services not conforming to a specified standard, it being the express policy of the TM Forum that it shall not compel or coerce any Member into accepting or complying with any standard either adopted, recognized or approved by the TM Forum.
7. To the extent that the TM Forum, through its Committees and membership, develops at or approves specifications which, if followed, will permit specific equipment and service to interoperate with any

other equipment, service or network, adherence to such specifications shall be voluntary on the part of the Members of the TM Forum and shall in no way be compelled, directed or coerced by the TM FORUM or any Committee thereof, it being solely a voluntary decision on the part of the particular Member or Members of the TM Forum as to whether to adhere to or comply with any such specifications.

8. Any specifications which may be developed or approved by the membership of the TM Forum in order to effectuate the purposes of the TM Forum as set forth in its Certificate of Incorporation and By-Laws shall be based solely and exclusively upon technical considerations and upon the merits of objective expert judgments and thorough procedures and shall in no way be based upon any effort, intention or purpose of any of its Members to reduce or eliminate competition in the sale, supply and furnishing of products and services.
9. Neither the TM Forum nor any Committee thereof shall impose sanctions for the violation of, nor shall they enforce compliance with, standards or specifications developed, promulgated, recognized or approved by the TM Forum.
10. Should a request be made by anyone for interpretation or definition of a specification or standard developed, promulgated, recognized or approved by the TM Forum, the Committee which has received such a request shall consult with counsel for the TM Forum before providing any such interpretation or definition.
11. In conducting any Board of Directors or general membership meetings, the Chairman of each such meeting shall prepare and follow a formal agenda. The discussion for consideration at any such meeting of a topic beyond one set forth in the formal agenda must be reviewed with counsel before any such discussion or consideration. Minutes of all such meetings shall be reviewed in advance by counsel before submission to the membership or Board of Trustees, as the case may be, for approval.
12. If information, materials or reports of the TM Forum, or any of its Committees, for the use of the membership is significant to non-members or others in the industry, then such information, material and reports may be made available by the TM Forum to all such persons, on such terms and conditions as it may prescribe, in order to carry out its purposes and objectives as set forth in the Certificate of Incorporation and By-Laws of the TM Forum.
13. To the extent that the purposes of the TM Forum, as set forth in its Certificate of Incorporation and By-Laws, require, for the TM Forum's purposes and objectives, joint research and development by two or more of its Members, or representatives thereof, any such joint research and development for the TM Forum shall exclude the following activities:
 - (a) the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
 - (b) any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of the TM Forum of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
 - (c) any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of the TM Forum in other research and

development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of the TM Forum, or representative thereof, or of the results of such joint research and development.

14. Each Member, and any new Member, of the TM Forum shall be supplied with a copy of these Guidelines and agrees to abide by them.