

# By-laws of TM Forum

A New Jersey Nonprofit Corporation

Revision 9.0 April 2023

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## TRACKING OF VERSIONS

<b>Approved Version</b>	8 November 2006	Electronic vote by Board of Directors
V1.4 Approved Version	March 2007	Board of Directors
V2.0 Approved Version	December 2009	Board of Directors
V3.0 Approved Version	May 2011	Board of Directors
V4.0 Approved Version	May 2012	Board of Directors
V5.0 Approved Version	October 2013	Board of Directors
V6.0 Approved Version	August 2014	Board of Directors
V7.0 Approved Version	February 2016	Board of Directors
V7.1 Approved Version	May 2017	Board of Directors
V7.2 Approved Version	November 2017	Board of Directors
V8.0 Approved Version	September 2018	Board of Directors
V9.0 Approved Version	April 2023	Board of Directors

## ARTICLE 1 – DEFINITIONS

“Act”	The New Jersey Non-Profit Corporation Act, NJSA 15A:1-1 et seq, as amended, re-enacted or consolidated.
“Ad Hoc Committee”	A temporary working group established by a Steering Committee to deliver strategic priorities as determined by the relevant Steering Committee.
“Advisory Board”	A body that provides non-binding strategic advice to the management of TM Forum on industry initiatives and may be comprised of Member delegates, Trustees and SLT members.
“Annual Dues”	Annual payments required from Members pursuant to Article 7.2.
“Annual Meeting of Members” (“AMOM”)	The meeting of Members held annually pursuant to Article 8.1.
“Annual Operating Plan”	An operating plan for the financial year, to implement the terms of the Strategic Plan, formulated annually by the President/CEO and SLT and approved by the Board.
“Anti-trust Guidelines”	Guidelines outlining the Forum’s prohibition on anti-competitive activities in accordance with U.S. and international law, attached to these Bylaws as Annex 2.
“Appointments and Governance Committee”	A committee of the Board as described in Article 12.4.3.
“Balanced Slate”	A Slate of Trustees that endeavors to: (i) represent both buyers and sellers; (ii) represent industry sectors considering geographic and company size factors; (iii) reflect diversity, equity and inclusion principles; and (iv) both maintain institutional knowledge and introduce fresh perspectives.
“Binding Policies”	The policies all Members agree to be bound by, as a condition of membership, in accordance with Article 6.1.4.
“Board”	The TM Forum Board of Trustees.
“Board Chair”	The Chairperson of the TM Forum Board of Trustees and an Officer as described in the Act and Article 14.2.
“Budget”	A budget formulated annually, to implement the terms of the Strategic Plan, by the President/CEO and Chief Financial Officer (“CFO”) in consultation with the Finance and Commerce Committee and approved by the Board.
“Certificate of Incorporation”	The legal document confirming formation of TM Forum under the laws of the State of New Jersey.
“Chair’s Committee”	The executive committee of the Board for the purposes of these Bylaws as described in Article 12.4.1.
“Class Year”	The year in which a Trustee’s two-year term expires.



“Collaboration Project”	A collaborative project between groups of Members (and non-Members under limited circumstances) governed by the IPR Policy, which may produce TM Forum Standard Deliverables.
“Collaboration Project Charter”	A formal description of a Collaboration Project’s objectives, the Collaboration Project Team, and the IPR mode.
“Collaboration Project Team”	A group of Eligible Persons (as defined in Section 2.13 of the IPR Policy) whose actions are conducted according to the provisions of the Collaboration Project Team Process and acting under an approved Collaboration Project Charter.
“Collaboration Project Team Process”	The process, as amended from time to time, which describes the formation and operation of Collaboration Project Teams. Participation shall be governed by guidelines adopted by the Board and published in the Membership Policies.
“Collaboration Subcommittee”	A subcommittee of the Appointments and Governance Committee as described in Article 12.4.4.
“Committee Chair”	An individual appointed to chair a TM Forum Board committee under Article 12.3. Where there are two chairs, they shall be referred to as Co-Chairs.
“Committees”	Refers to all committees established by the Board under Article 12.
“Council”	A body, designated by the Board, that provides strategic advice to Members of TM Forum on a particular subject and can be comprised of Member delegates, Trustees and SLT members.
“Default Payment”	A Member payment that is in arrears according to Article 6.7.5.
“Designated Representative”	As was defined in Part B, Art 4.6.4(d) of Revision 8 of the September 2018 TM Forum Bylaws, the Intellectual Property Contact shall be a “Designated Representative” as required by the IPR Policy. As described in the Membership Policies, the “Intellectual Property Representative” shall act as the principal point of contact between TM Forum and a Member with respect to intellectual property matters.
“Designee”	A person appointed and authorized by the Board to serve on a Committee and to vote on matters as may be delegated by the Board to such Committee. Any Designee shall be bound by the same rules, obligations and duties as the Trustees of TM Forum, including but not limited to those provided in these Bylaws, the Act and other



	applicable law. The Board shall determine how and in what matter such Designees are chosen.
“Ex-officio Trustee”	A Trustee appointed from the Forum’s executive staff in accordance with Article 10.7.
“Finance and Commerce Committee”	A committee of the Board as described in Article 12.4.2.
“Group”	Two or more Members under common control (direct or indirect) create a Group. Each Group entity shall apply for and maintain a separate and distinct membership. A Group can have only one Corporate Member and one or more Subsidiary Members.
“Interim Trustee”	A Trustee appointed to fill a vacancy on the Board in accordance with Article 10.6. Interim Trustees shall be bound by the same rules, obligations and duties and have the same rights and responsibilities as the Trustees of TM Forum, including but not limited to those provided in these Bylaws, the Act and other applicable law.
“Member Reserved Decision”	A decision reserved for the Voting Members in accordance with Article 9.1
“Members”	A member of TM Forum, any class or tier.
“Membership”	The body of TM Forum Members.
“Membership Agreement”	The agreement between TM Forum and each Member confirming membership details.
Membership Policies	An external document providing additional information on TM Forum Membership, policies and procedures.
Non-Voting Member	A Member with no voting rights.
Objectives	The objectives of TM Forum as set forth in Article 3.
Officer	As defined in the Act and appointed in accordance with Article 14.
“Policy on Intellectual Property Rights” (“IPR Policy”)	The policy setting forth the respective rights of a Member and TM Forum in relation to intellectual property, attached to these Bylaws as Annex 1.
“President/CEO”	A TM Forum Officer as defined by the Act and Article 14.1.
“Secretary”	A TM Forum Officer as defined by the Act and Article 14.6.
“Senior Leadership Team” (“SLT”)	The heads of the various TM Forum departments.
“Slate”	A list of nominees, prepared by the Appointments and Governance Committee, confirmed by the Board, and





	recommended to the Members at the Annual Meeting of Members for appointment to the Board.
“Special Assessments”	A special payment required of Members in accordance with Article 6.7.4.
“Special Meeting of Members”	A meeting called in accordance with the Act and Article 8.2.
“Special Meeting of the Board”	A meeting called in accordance with the Act and Article 11.4.
“Sponsoring Member”	Any Corporate or its Subsidiary Member sponsoring a candidate for election to the Board.
“Steering Committee”	A temporary committee created by the Board to serve as an advisory body and provide guidance to TM Forum on the execution of its strategy. Steering Committees may establish Ad Hoc Committees to support their efforts.
“Strategic Plan”	A document, drafted the by the President/CEO and Chair’s Committee and approved by the Board, which sets forth TM Forum’s strategy and high-level operational goals.
“Super-Majority Vote”	A matter requiring action by a Super-Majority Vote shall be deemed approved if it receives the affirmative vote of at least two-thirds (2/3) of the Trustees or Voting Members entitled to vote.
“TM Forum” (the “Forum”)	TM Forum (the “Forum”): a New Jersey Non-Profit Corporation registered under Section 501(c)(6) of the United States Internal Revenue Code.
“TM Forum Standard Final Deliverable”	A TM Forum deliverable, developed by a Collaboration Project Team, that has been designated and approved by the respective Collaboration Project Team as a TM Forum Standards Final Deliverable pursuant to the terms of the IPR Policy and adopted by the Members in accordance with Article 9.2.
“Treasurer”	A TM Forum Officer as defined by the Act and Article 14.5 The Forum’s CFO shall serve as the Treasurer unless the Board appoints another individual.
“Trustee (or Board member)”	An individual appointed to serve on the TM Forum Board in accordance with the Act and Article 10.
“Vice-Chair”	A Trustee appointed to serve as a deputy to the Board Chair and as described in Article 14.3. More than one Vice-Chair may be appointed at the same time.
“Voting Member”	A Member with voting rights.



## ARTICLE 2 – NAME AND PURPOSE

The name of this organization shall be “TM Forum.” The purpose of TM Forum shall be that set forth in the current Certificate of Incorporation.

## ARTICLE 3 – OBJECTIVES

TM Forum is a non-profit member association serving the global telecom, media and technology sectors. TM Forum Members include digital service providers, connectivity service providers (including mobile and fixed network operators), cloud computing and related digital infrastructure providers, software and equipment suppliers, systems integrators, analyst and consulting firms, and academic institutions. The Forum provides its Members a neutral platform to innovate, co-create, and disseminate industry standards, best practices and business know-how which enable the growth and positive societal impact of a competitive open digital economy.

## ARTICLE 4 – RESTRICTIONS

All policies and activities of the Forum shall be consistent with applicable: (i) U.S. federal, state, and local laws, and the laws in the countries where the Forum operates; and (ii) tax exemption requirements, including the requirements that the Forum not be organized for profit and that no part of its net earnings inure to the benefit of any private individual.

## ARTICLE 5 – PROHIBITION ON ANTI-COMPETITIVE PRACTICES

In working toward the achievement of its purpose, the Forum and its Members are individually and collectively committed to open competition in the development of products and services, and Members are not restricted in any way from designing, developing and/or marketing hardware, software or any other products or services. To avoid violations of competition and trade laws, the Antitrust Guidelines, shown at Annex 2 of these Bylaws, have been adopted by the Forum, and all Members are bound by them. The Board may amend the Antitrust Guidelines from time to time at its discretion.

## ARTICLE 6 – MEMBERSHIP

### 6.1 PROCESS FOR ADMISSION TO MEMBERSHIP.

**6.1.1 Eligibility.** Any reputable entity, limited liability company, partnership, corporation, university, or government body having an interest in the Objectives set forth in Article 3 shall be eligible to apply for membership.

**6.1.2 Application.** Each application for membership shall be signed by the authorized representative of the applicant and shall be in a prescribed tangible or electronic form. Approval of all new Members shall be non-discriminatory and in accordance with such processes and procedures as may be established by the Board from time to time in its

sole unlimited discretion. Such processes and procedures shall be published in the “Membership Policies” and made available on the TM Forum website.

**6.1.3 Dues.** Upon approval of its application, an applicant shall pay such dues as prescribed in Article 6.7.2.

**6.1.4 Binding Policies.** Payment of Annual Dues or execution of a Membership Agreement, whichever occurs first, shall confirm a Member’s agreement to be bound by these Bylaws, the Membership Policies, the IPR Policy, and the Antitrust Guidelines as may be amended by the Board from time to time.

## 6.2 CLASSES OF MEMBERSHIP.

### 6.2.1 Voting Members.

#### 6.2.1.1 Corporate Members.

**Qualifications.** Any entity, limited liability company, partnership, corporation, university, or government body directly or indirectly involved in activities related to the global information and communications technology industry.

**Rights.**

- Participate in, comment and vote at the Annual Meeting of Members and Special Meetings of Members.
- Vote on the Slate of Trustee candidates.
- Initiate work to be performed in a Collaboration Project as a sponsor.
- Provide delegates to participate in and/or chair and vote in a Collaboration Project.
- Provide delegates to approve TM Forum Standard Final Deliverables.
- Vote on all matters requiring Member approval.
- Other privileges as determined by the Board and published in the Membership Policies from time to time.

### 6.2.2 Non-voting Members.

#### 6.2.2.1 Subsidiary Members.

**Qualifications.** Any subsidiary of a current Corporate Member directly or indirectly involved in activities related to the global information and communications technology industry. The Corporate Member must have a controlling interest in its Subsidiary Member(s), and together they form a Group.

**Rights.**

- Participate in and comment at the Annual Meeting of the Members and Special Meetings of Members.
- Initiate work to be performed in a Collaboration Project.
- Provide delegates to participate in and/or chair and vote in a Collaboration Project; provided the associated Corporate Member from the Group is not participating in the same Collaboration Project, in which case the delegate from the Corporate Member holds the Group vote.
- Other privileges as determined by the Board and published in the Membership Policies from time to time.

#### 6.2.2.2 Affiliate Members.

Qualifications. Any governmental body, educational institution, non-profit Corporation, or similar organization engaged in activities relevant to the Objectives of the Forum, under criteria set by the Board and published in the Membership Policies from time to time. The Board may offer an Affiliate membership to a sole-proprietor or consultancy for strategic purposes as approved by the Secretary.

#### Rights:

- Participate in and comment at the Annual Meeting of Members and Special Meetings of Members.
- Provide delegates to participate in and/or chair and vote in a Collaboration Project, if approved under the applicable Project Charter.
- Other privileges as determined by the Board and published in the Membership Policies from time to time.

### 6.3 INTERESTED PARTIES.

The Board may establish processes and procedures from time to time at its sole discretion to govern the Forum's interaction with non-Member entities. Such policies and procedures shall be published in the Membership Policies. TM Forum shall make any results from such activities available to all interested parties, on reasonable terms applied uniformly and openly.

### 6.4 TRANSFER OF MEMBERSHIP; MERGERS AND ACQUISITIONS.

**6.4.1 Transfers Generally Prohibited.** Membership transfers between entities are prohibited unless in accordance with the following Article 6.4.2.

**6.4.2 Transfer with Substantially All the Assets of a Member.** If, through merger or acquisition or other cause, where a Member's assets (the "Transferring Member") are totally or substantially transferred to another entity (the "Transferee Member"), the

Transferring Member's membership may be transferred to the Transferee Member, provided that: (i) the Transferee Member executes all required membership documents and agrees to be bound by the Binding Policies; (ii) the Transferee Member pays additional prorated Annual Dues due to an upgrade in membership class or tier change in as a result of the transfer; and (iii) the transfer is approved by the Secretary; or (iv) if a transfer is not approved by the Secretary, it shall be referred to the Appointments and Governance Committee whose decision shall be final.

**6.4.3 Merger or Acquisition of Two or More Corporate Members.** The Corporate Members concerned shall determine among themselves their continuing membership status and jointly notify the Secretary of that decision within three (3) months of successfully concluding the merger or acquisition.

**6.4.4 Merger or Acquisition of a Member and a non-Member.** To the extent the acquiring company intends to remain a Member or become a new Member (if the acquiror is a non-Member), all outstanding Member Dues, Special Assessments, Default Payments, and other fees must be fully paid and current.

**6.4.5 No Refunds.** Members withdrawing from Membership upon a merger or acquisition shall not receive refunds of dues and assessments already paid.

**6.4.6 Failure to Notify.** Failure to notify the Secretary pursuant to Article 6.4.3 may result in immediate suspension of the Corporate Member and related Subsidiary Members, at the discretion of the Secretary.

## **6.5 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, provided the requesting Member meets the criteria for the new membership class as set forth in these Bylaws and the Membership Policies. 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.

## **6.6 WITHDRAWAL.**

**6.6.1 Procedure.** Any Member may withdraw its membership at any time by tendering a written resignation to the Secretary along with full payment of any outstanding Annual Dues, Special Assessments, Default Payments or other fees. Any moneys previously paid to TM Forum shall not be refundable. To avoid paying Annual Dues for the coming year, the Member must provide notice of withdrawal in writing at least sixty (60) days prior to that Member's renewal anniversary date.

**6.6.2 Corporate Member Withdrawal Effect on Subsidiary Membership.** If a Corporate Member withdraws from Membership, any related Subsidiary Member shall have the 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 another related Corporate Member, if any. If no related entity assumes Corporate status, such Subsidiary Member must convert to a Corporate Membership upon renewal.

## **6.7 BANKRUPTCY.**

**6.7.1 Procedure.** If a Member becomes bankrupt under the laws of any jurisdiction (excluding a reorganization bankruptcy, so long as the affected Member continues operations and remains in good standing), such membership shall immediately terminate, and any fees paid to the Forum shall be forfeited. The Secretary may review and decide all such cases and confirm termination; or the Secretary may refer the case to the Appointments and Governance Committee for action.

**6.7.2 Effect on Subsidiary Membership.** If a Corporate Member terminates under Article 6.7.1, any related Subsidiary Member shall have the 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 another related Corporate Member, if any. If no related entity assumes Corporate status, no such Subsidiary Member shall be entitled to retain its Subsidiary membership.

## **6.8 SUSPENSION, EXPULSION AND OTHER ACTION.**

**6.8.1 Grounds.** Any Member that: (i) violates these Bylaws, any Binding Policies, or any procedures or resolution adopted by the Board from time to time; (ii) takes any action that injures the Forum or its reputation, including the Forum's subsidiaries; (iii) violates any applicable law; or (iv) is subject to sanctions imposed by the U.S. Federal government or relevant jurisdictions, that Member may be subject to suspension, expulsion, or any other action approved by the Appointments and Governance Committee.

**6.8.2 Procedure.** Prior to taking any final action against a Member under this Article, the Secretary shall notify the affected Member, in writing, of the proposed action and the material facts supporting the decision. The Member shall have an opportunity to submit reasons in writing within thirty (30) days to the Appointments and Governance Committee in support of its continued membership. During this procedure the Secretary may temporarily suspend the affected Member. The Appointment and Governance Committee shall review the facts and recommend appropriate actions to the Board, and the Board's decision shall be final.

**6.8.3 Effect of Expulsion on Corporate Membership.** A Corporate Member subject to expulsion remains liable for all outstanding Annual Dues, Special Assessments, Default Payments and other fees prior to the date of expulsion and forfeits any amounts

previously paid. A Corporate Member may be eligible to re-apply for future membership subject to the discretion of the Board.

**6.8.4 Effect of Expulsion or Suspension on Subsidiary Membership.** If a Corporate Member is expelled or suspended, the related Subsidiary Members may also be expelled or suspended, subject to the discretion of the Board.

## **ARTICLE 7 – ANNUAL DUES AND SPECIAL ASSESSMENTS**

**7.1 FUNDING.** TM Forum shall endeavor to raise funding through Annual Dues and other related funding streams to: (i) pay its expenses; (ii) fund investment in the Membership's interests; and (iii) retain an operating reserve in accordance with prudent and accepted financial management standards.

**7.2 ANNUAL DUES.** Each Member shall pay Annual Dues according to the schedules prescribed by the Board from time to time. The current schedule of Annual Dues is available in the Membership Policies.

**7.3 UNUSUAL OR EXTRAORDINARY EXPENSES.** Upon recommendation from the Finance and Commerce Committee, unusual or extraordinary expenses may be authorized at any meeting of the Board, provided that the meeting notice is properly given in accordance with these Bylaws, and such expenses advance the business objectives of TM Forum.

**7.4 SPECIAL ASSESSMENTS.** In the event Annual Dues and other related funding streams do not cover the Forum's expenditures, any shortfall shall be raised by Special Assessments levied proportionally against the Members at the discretion of the Board. No Special Assessment shall exceed 50% of a Member's Annual Dues in any given year. Within thirty (30) days after any Special Assessment has been levied, notice thereof shall be given to each and every Member stating: (i) the amount; (ii) the payment date or dates; and (iii) the purpose. No new Member shall be required to pay a Special Assessment levied prior to a Member's admission date.

**7.5 DEFAULT PAYMENT.** Any Member in arrears under this Article for thirty (30) days or more may be suspended subject to Article 6.8 until the default is cured. If not cured within the time period allowed, the Member may be terminated by the Board.

**7.6 PAYMENT OF INVOICES; WITHHOLDING OF TAXES.** All payments made by a Member to TM Forum for Annual Dues, Special 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 TM Forum.

## ARTICLE 8 – MEETINGS OF MEMBERS

**8.1 ANNUAL MEETING OF THE MEMBERS.** The AMOM may be held either in-person or via electronic means at a location, date, and time as determined by the Board and according to the written guidelines adopted by the Board, which include: (i) verification that the Voting Members are permitted to participate and vote; (ii) providing that all Voting Members may actively participate; and (iii) providing the means for all Voting Members to vote. The AMOM is open to all Members. Non-Members may be invited at the discretion of the Board Chair. At the AMOM, Members will vote on the Slate of Trustees and the auditors along with any other business.

**8.2 SPECIAL MEETINGS OF MEMBERS.** Special Meetings may be in-person or electronic at a location, date, and time determined by the Board Chair and may be called by: (i) the Board Chair; or (ii) upon demand, in writing addressed to the Board Chair and signed by no less than fifteen (15) Voting Members. Notice for a Special Meeting of Members should be delivered reasonably soon after the meeting request without delay and consistent with the meeting notice requirements described below.

**8.3 MEETING NOTICES.** Notice of Member meetings shall be sent personally, in writing, or by electronic transmission, provided that delivery of any such electronic notices is acknowledged, stating the place, date, and time of the meeting, and (i) in the case of a Special Meeting of Members, the general nature of the business to be transacted, or (ii) in the case of the AMOM, at the time of giving notice, the items intended for action. Notices must be provided to Members not less than ten (10) nor more than sixty (60) days before the date of the meeting.

**8.4 QUORUM.** Unless stated otherwise in these Bylaws or the Act, at least fifteen (15) Voting Members in good standing must be present to transact business.

**8.5 VOTING.** Each Voting Member shall be limited to one (1) vote, which may be by proxy as described in Article 8.7. Unless otherwise stated in these Bylaws, more than one half of Voting Members present at a meeting and in good standing, in person or represented by proxy, who cast votes is required to pass a resolution.

**8.6 ADJOURNMENTS.** Those Voting Members 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.

**8.7 PROXY VOTING.** Every proxy shall be executed in writing by the eligible person and presented to the Secretary. A proxy may be given by post, courier, 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 Secretary prior to the voting of the proxy. A person named in a proxy as the attorney or agent of a Voting 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 Secretary. The proxy must provide specifically for such substitution and must state the name of the substituted attorney or agent.

**8.8 ACTIONS WITHOUT A MEETING.** Any action required or permitted to be taken at a meeting of the Members or by the Act, the Certificate of Incorporation, or these Bylaws, 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) 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 (10) days from the giving of the notice and twenty (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 ten (10)-day or twenty (20)-day period. Such written consents may be communicated by electronic means.

## **ARTICLE 9 – MEMBER RESERVED DECISIONS; TM FORUM STANDARD FINAL DELIVERABLES**

**9.1 LIST OF MEMBER RESERVED DECISIONS.** Except where expressly stated otherwise, Member Reserved Decisions must be approved by a simple majority of Voting Members present at a meeting and in good standing, in person or represented by proxy.

- Amendment to the TM Forum Certificate of Incorporation, which requires the approval of 2/3 of all Voting Members.
- Approval of any change to the Objectives of the Forum.
- Approval of any dissolution of the Forum and disposal of all or substantially all of its assets, which requires the approval of 2/3 of all Voting Members.
- Approval of auditors for the Forum.
- Approval of a TM Forum plan of merger or consolidation previously adopted by the Board. Such approval requires 2/3 vote of all Voting Members in good standing, which includes any class of Members which would be entitled to vote under the proposed plan if approved.
- Approval of any TM Forum corporate reorganization (as defined in the U.S. Internal Revenue Code 26 USCA § 368(1)), petition in bankruptcy or any action involving a bankruptcy, insolvency, debt restructure, or any similar or related action. Such approval requires a simple majority of all Voting Members.
- Approval of the Slate of Trustees.

- Approval of TM Forum Standard Final Deliverables according to the procedure adopted by the Board.
- Any matter which under applicable law must be voted on by the voting members of a corporation.

**9.2 TM FORUM STANDARD FINAL DELIVERABLES.** Where the work of a Collaboration Project results in the production of a system, standard or other work output in document form, such document shall be approved by the Voting Members in accordance with the procedure set forth from time to time by the Board and published in the Membership Policies. Upon adoption, such document shall become a “TM Forum Standard Final Deliverable.” TM Forum Standard Final Deliverables may be made available to non-Members at the discretion of the President/CEO (or their designee) in consultation with the Collaboration Subcommittee.

## ARTICLE 10 – BOARD OF TRUSTEES

**10.1 DUTIES; AUTHORITY.** All powers to act behalf of the Forum other than those of the Members listed in these Bylaws or otherwise provided for in the Act shall vest in the Board unless otherwise delegated by virtue of these Bylaws to any other body or person or by the Board from time to time. The Forum shall be governed by, and the direction of its work and the control of its property shall be vested in its Board. The Board may adopt rules and regulations for conducting the business and controlling the property of the Forum. The Board shall provide the Forum with strategic direction and oversight of TM Forum management.

### 10.2 NUMBER OF TRUSTEES AND TERMS.

**10.2.1 Number of Trustees.** The number of Board members shall not be less than twelve (12) or more than twenty (20), plus any Ex-officio Trustees, as may be determined from time to time by resolution of the Board.

**10.2.2 Terms.** The term of each Trustee shall be two (2) years. Each newly appointed Trustee shall be assigned a Class Year. Each Trustee, excluding Interim and Ex-officio Trustees, shall hold office until the earliest of the following: (i) the end of the Trustee’s Class Year, unless reappointed; (ii) the Trustee’s Sponsoring Member ceases to be a Corporate or Subsidiary Member; (iii) the Trustee’s commercial relationship with the Sponsoring Member ends; (iv) the Trustee resigns from the Board; (v) the Trustee is removed pursuant to Article 10.5; or (vi) by death.

**10.3 APPOINTMENT PROCESS.** The Appointments and Governance Committee shall prepare the Slate, which is presented to the Board for approval and then ratified, in its entirety, by a vote of Voting Members at the AMOM. The Appointments and Governance Committee shall ensure each Slate is selected to reflect appropriate Board representation of TM Forum’s Membership from both a commercial, diversity and inclusion, and geographic perspective.

**10.4 ELIGIBILITY.** Any Corporate or its Subsidiary Member may sponsor a candidate. The candidate must be employed by, or have other appropriate commercial arrangements with, the Sponsoring Member which will ensure adequate support for the candidate. The Appointments and Governance Committee shall determine whether a candidate has sufficient ties to a Sponsoring Member. No Sponsoring Member shall sponsor more than one Trustee at any time.

In the event two or more Sponsoring Members merge, only one Trustee may remain on the Board as decided amongst the affected Corporate Members. Failure to designate one Trustee shall result in immediate suspension of all affected Trustees until a decision is taken.

A group of smaller companies may sponsor a candidate to represent the group; or the Board may appoint a candidate to the Slate to represent a group of smaller companies.

The Appointments and Governance Committee may nominate an “independent” candidate who has a long-standing relationship with the Forum and has retired from service at their respective Member company.

#### **10.5 REMOVAL.**

**10.5.1 Removal for Cause.** Any Trustee may be removed by the Board at any Board meeting by a Super-Majority Vote if the Trustee: (i) commits any gross misconduct or dishonesty or otherwise acts in a manner seriously prejudicial to the activities or reputation of TM Forum; (ii) is disqualified from serving as a Trustee under applicable law; (iii) becomes personally bankrupt; or (iv) is unable to serve due to physical or mental illness. The Trustee subject to removal is not entitled to vote on their removal.

**10.5.2 Removal for Non-Attendance or Non-Participation.** The Board may construe a Trustee’s failure to comply with the Board attendance and participation policy, as adopted by the Board at its discretion, as a resignation.

**10.6 VACANCIES AND INTERIM TRUSTEES.** The Board, in consultation with the Appointments and Governance Committee, may appoint an Interim Trustee to fill a vacancy, arising at any time for any reason. Such Interim Trustee may hold office until the following AMOM, when the Interim Trustee must be appointed as a Trustee by Voting Members.

#### **10.7 EX-OFFICIO TRUSTEES.**

**10.7.1 Appointment.** The Board may appoint one or more Ex-officio Trustees. The President/CEO and CFO shall normally be appointed Ex-officio Trustees. Ex-officio Trustees may serve on Board Committees and vote at all Board and Committee meetings.

**10.7.2 Term.** Each Ex-officio Trustee shall be reconfirmed by the Voting Members annually at the AMOM, and each Ex-officio Trustee shall hold office until the earliest of the following: (i) failure to reconfirm an appointment; (ii) removal by the Board at its sole discretion; (iii) the end of employment as a Forum executive; (iv) resignation from the Board; or (v) death or incapacity.

An Ex-officio Trustee removed under this Article may continue to serve in their respective executive role subject to the discretion of the Board.

## **ARTICLE 11 – VOTING; BOARD, COMMITTEE, AND SUBCOMMITTEE MEETINGS**

**11.1 LOCATION.** Meetings of the Board and its Committees may be held either within or outside the State of New Jersey, either in-person or via electronic means.

**11.2 ANNUAL MEETING.** Each year there shall be an annual meeting of the Board for the purposes of appointing Committee members, Officers, and transacting other business.

**11.3 REGULAR MEETINGS.** Regular Meetings of the Board and Committees may be held at such intervals as shall be determined by the relevant Board or Committee Chair or as stated in these Bylaws.

**11.4 SPECIAL MEETINGS OF THE BOARD.** Special Meetings of the Board may be called by the Board Chair at any time or upon the written request of one third (1/3) of the Trustees.

**11.5 NOTICE.** All meetings of the Board require at least ten (10) but no more than sixty (60) days' notice of the date, time, location of the meeting, and general nature of the business to be transacted, given in-person, by telephone, or by electronic transmission. A Trustee can waive notice in writing before or after a meeting.

**11.6 WAIVER OF NOTICE.** Notice of any meeting need not be given to any Trustee who signs a waiver of notice, whether before or after the meeting. The attendance of any Trustee at a meeting without protesting to the meeting chair at the commencement of the meeting the lack of notice of the meeting shall constitute a waiver of notice by the Trustee. 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 Trustee member absent at any adjourned meeting of the new date, time and place of the meeting.

**11.7 QUORUM.** Unless these Bylaws of the Act require a greater number, more than one half (1/2) of all Trustees must be present to transact business.

**11.8 VOTING.** Unless stated otherwise in these Bylaws or the Act, the act of more than one half (1/2) of those Trustees who are present and eligible to vote shall be necessary to be considered a positive or affirmative vote in favor of any resolution being voted upon.

**11.9 PROXIES.** Trustees shall not be permitted to vote by proxy.

**11.10 ACTIONS TAKEN WITHOUT A MEETING.** Any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board or any Committee thereof may be taken without a meeting if, prior or subsequent to the action, all members of the Board or of the Committee, as the case may be, consent thereto in writing.

**11.11 ACTIONS REQUIRING A SUPER-MAJORITY VOTE.** The following acts shall require a Super-Majority Vote of the Board:

- Approval of a TM Forum plan of merger, consolidation, or dissolution.
- Removal of a Trustee from the Board.
- Removal of the Board Chair.
- Removal of the President/CEO.
- Amendment or modification of these Bylaws or the IPR Policy.
- Approval of changes to the Budget in excess of ten percent (10%).
- Expulsion of a Member (excluding the grounds under Article 6.8.1 (iii) and (iv)).
- Approval of expenditures in excess of ten percent (10%) of annual revenue (but not less than \$2,000,000 USD).
- Approval of Special Assessments.

## ARTICLE 12 – COMMITTEES AND SUBCOMMITTEES

**12.1 ESTABLISHMENT OF COMMITTEES.** The Board may appoint Committees, which include Trustees or Designees, to be responsible for the operation of specifically identified projects consistent with the Objectives of the Forum.

**12.2 ROLE OF COMMITTEES.** The Committees shall develop policies, review and recommend actions, and manage routine business on behalf of the Board. Unless authorized by resolution or these Bylaws, any act of any Committee shall be advisory, shall not bind the Board or the Forum, and shall be subject to Board approval. No Committee shall take the following actions:

- Make, alter, or repeal any Bylaw.
- Elect, appoint or remove any Trustee or Officer.
- Submit to Members any action that requires approval of the Members.
- Amend or repeal any resolution previously adopted by the Board.
- Distribute any funds.
- Except as described in Article 12.4, enter any agreements or take any action that shall in any way bind or obligate the Board or the Forum to others, incur any debt or other responsibility for the Board or the Forum.

**12.3 MEMBERSHIP OF COMMITTEES.** At least one member of each Committee shall be a member of the Board, and only Board members in good standing may serve as Standing

Committee Chairs. The Board Chair and the President/CEO may be a member of any Committee. Committee Chairs shall be appointed or re-appointed annually by Board resolution and upon recommendation by the Appointments and Governance Committee. The Committee Chairs shall approve all Trustee and Designee appointments for their respective Committees.

## 12.4 STANDING COMMITTEES.

### *12.4.1 Chair's Committee*

Chaired by: TM Forum Board Chair.

Meetings: As needed between Board meetings.

Composition: Board Chair, Board Vice-Chairs, President/CEO, Chairs of all Standing Committees. A maximum of six (6) additional Trustees or TM Forum staff members may be appointed at the discretion of the Board Chair and with advice from the Appointments and Governance Committee; however, only Trustees are eligible to vote and count towards a quorum.

Duties: The Chair's Committee shall: (i) liaise between the Standing Committees and the SLT; (ii) manage drafting and implementation of the Forum's Strategic Plan with the President/CEO; (iii) approve emergency changes to the Annual Operating Plan or the Budget, up to ten percent (10%) of total revenue or gross margin; (iv) approve the size and distribution of the accrued bonus pool; (v) resolve urgent issues arising under Articles 6 and 7 (Membership and Annual Dues); (vi) excluding those actions enumerated in Article 12.2, act on behalf of the Board between Board meetings; and (vii) take any action required by law. Any additional duties may be set forth in a Committee charter or delegated by the Board. For matters requiring a Super-Majority Vote by the Board, a Super-Majority Vote is also required by the Chair's Committee.

### *12.4.2 Finance and Commerce Committee.*

Chaired by: A Trustee with business and financial expertise.

Meetings: From time to time, but at least quarterly, shortly after the close of each quarter's financial books.

Composition: A maximum of seven (7) Trustees or Designees and the CFO. Committee members shall have experience with commercial business, financial, and legal issues.

Duties: The Finance and Commerce Committee shall: (i) oversee management of all risk, revenue generation, expenditures, and business development processes; (ii) consult with the President/CEO and CFO on a Budget for Board approval; (iii) propose a schedule of Annual Dues and Special Assessments, if any; (iv) approve Annual Dues increases of no more than 10%; (v) approve expenditures and enter into agreements in excess of three percent (3%) of annual revenue (but not less than \$500,000 USD); (vi) oversee selection of the auditor and the audit; and (vii) take any actions required by law. Any additional duties may be set forth in a Committee charter or delegated by the Board.

#### *12.4.3 Appointments and Governance Committee.*

Chaired by: A Trustee.

Meetings: From time to time, but at least twice annually.

Composition: A maximum of six (6) people, including the Board Chair, President/CEO and two to four (2-4) Trustees. Neither the Board Chair nor the ex-officio members, if any, are permitted to vote on their own remuneration or participate in any discussions thereof. To avoid conflicts between supply competitors, the majority of Committee members should represent Members whose primary business is providing communications or digital media services or who are independent (not sponsored by a Member). No Trustee may participate in Board election discussions concerning their own reappointment.

Duties: The Appointments and Governance Committee shall: (i) review proposed appointments to the Board, Committees, and Officers; (ii) monitor and evaluate the performance of the Board Chair, TM Forum President/CEO and the SLT, Trustees, and the Committees; (iii) review and maintain the Whistleblower, Conflict of Interest, and other Forum policies; (iv) investigate any issues concerning duty of care, conflict of interest, bribery, corruption, whistleblower complaints, and any alleged violations of the IPR Policy or Antitrust Guidelines, involving other Trustees as required; (v) develop a Balanced Slate, representative of the Membership; (vi) oversee Trustee elections; and (vii) undertake any such matters set forth in these Bylaws or as required by law. Any additional duties may be set forth in a Committee charter or delegated by the Board.

#### *12.4.4 Collaboration Subcommittee; a subcommittee of the Appointments and Governance Committee.*

Chaired by: A Member delegate and an SLT member.

Meetings: From time to time, but at least quarterly.

Composition: Maximum of fourteen (14) members with a representative mix of relevant skills and domain expertise and a balanced mix of Member companies. The Board may increase the size of the Subcommittee at its discretion.

Term: The term for Collaboration Subcommittee members shall be two (2) years.

Duties: The Collaboration Subcommittee shall: (i) oversee and manage Collaboration Projects; (ii) monitor and oversee development and adoption of best practices and standards; (iii) identify business issues for potential TM Forum focus; (iv) ensure consistency and minimize duplication of effort within the Forum, or with other organizations such as open source and standards development organizations; and (v) monitor compliance with the Forum's IPR Policy and Antitrust Guidelines and report any suspected violations to the Appointments and Governance Committee. Any additional duties may be set forth in a Subcommittee charter or delegated by the Appointments and Governance Committee.

**12.5 STEERING COMMITTEES; AD HOC COMMITTEES; AND COUNCILS.** The Board may create Steering Committees and Councils to address specific issues and make recommendations to the Board. Each Steering Committee shall have at least three (3) members including at least one Trustee or Designee. Steering Committees may form Ad Hoc Committees to support their efforts.

### **ARTICLE 13 - COLLABORATION PROJECTS**

In furtherance of the objective to provide Members with a neutral platform to innovate, co-create, and disseminate industry standards, best practices and business know-how, the Forum offers several Collaboration Project programs. Participation in Collaboration Projects is restricted to Member delegates, except at the discretion of the President/CEO or their designee. Non-Member participants must execute additional documents governing contributions and setting forth the respective intellectual property rights of the Forum and non-Member participants, as designated by the Board. All work products created in a Collaboration Project are subject to the IPR Policy. The Board may adopt policies governing Collaboration Projects upon recommendation from the Collaboration Subcommittee. Such policies shall be published in the Membership Policies.



## ARTICLE 14 – OFFICERS

**14.1 APPOINTMENT.** Officers are appointed to manage the day-to-day operations of TM Forum. The Forum shall have at least three Officers: a President/CEO, a Treasurer, and a Secretary. The same person can hold more than one office or all offices. The President/CEO, Treasurer, and the Secretary may be appointed from TM Forum’s paid staff. The Board shall also have a Board Chair, and one or more Vice-Chairs. The Appointments and Governance Committee shall recommend Officer appointments, which shall be confirmed by the Board annually. The tenure of each Officer can be for a period up to three (3) years. Re-appointment of an Officer’s contract must be provided twelve (12) months prior to the end of the term.

**14.2 BOARD CHAIR.** The Board Chair shall be appointed from amongst the current Trustees and shall: (i) preside at all meetings of the Board, meetings of the Chair’s Committee, and Member meetings (ii) oversee all Board votes and obtain written consents as required by these Bylaws; (iii) maintain the Board calendar, send meeting notices, and develop meeting agendas; (iv) perform such duties as routinely pertain to the office of a Board Chair and advise such action as may be deemed likely to further the objectives of the Forum; and (v) perform those actions which the Board may prescribe by resolution. The Board shall appoint a Board Chair-elect twelve (12) months prior to the end of the current Board Chair’s term, provided the Board Chair does not seek reappointment.

**14.3 VICE-CHAIRS.** The Appointments and Governance Committee shall nominate one (1) or more Vice-Chairs for ratification by the Board. In the absence of the Board Chair, the longest serving Vice-Chair present may fulfill the Board Chair’s duties and may delegate duties to other Vice-Chairs. Each Vice-Chair shall perform other duties as agreed with the Board Chair.

**14.4 PRESIDENT/CEO.** The Board shall reconfirm the President/CEO one (1) year before end of the three (3) year term, should the Board choose to extend. The office of the President/CEO shall be a full-time executive position and shall have charge of the general management of the Forum, its offices, and its affairs. The President/CEO shall: (i) appoint Senior Leadership Team members in consultation with the Appointments and Governance Committee; (ii) execute contracts within financial limits as determined by the Board to further the Objectives of the Forum; (iii) work with the Chair’s Committee and CFO to prepare and execute the Strategic Plan, the Annual Operating Plan, and Budget, subject to Board approval; (iv) approve ad hoc working groups and operational management teams as appropriate within guidelines agreed upon with the Board; and (v) perform such other duties and possess such other authority as are incident to the office or as may be assigned by the Board Chair or the Board.

**14.5 TREASURER.** The Treasurer shall be responsible for all receipts and disbursements of the funds of the Forum and shall keep or cause to be kept regular books of

accounts for the Forum. The Treasurer shall make regular reports of the financial condition of the Forum to the Board. The Treasurer shall perform such other duties and possess such other authority as are incident to the office as may be assigned by the Board Chair or the Board.

**14.6 SECRETARY.** The Board Chair shall cause notices of all meetings to be served as prescribed in these Bylaws and may keep or cause to be kept the minutes of all meetings of the Membership, the Board, and the Board Committees. The Secretary or their designee shall maintain the roster of Members. The Secretary shall have charge of the seal of the Forum and shall perform the other customary duties of the Secretary or as may be assigned by the Board Chair or the Board.

**14.7 REMOVAL.** An Officer may be removed by the Board at any time for good cause subject to the terms of that Officer's contract.

#### **14.8 VACANCIES.**

**14.8.1 Board Chair.** A Vice-Chair or the previous Board Chair may serve as Board Chair on a temporary basis should the Board Chair or the Board Chair-elect relinquish their roles for any reason. In such cases, the Appointments and Governance Committee shall immediately start the process for replacing the retired person, and present suitable candidates to the Board for review and appointment as soon as possible.

**14.8.2 Other Officers.** Other Officer roles may be filled by the Board upon recommendation of the Appointments and Governance Committee or as prescribed in these Bylaws.

### **ARTICLE 15 – COMPENSATION OF OFFICERS AND DIRECTORS**

Except for the Board Chair, Ex-officio Trustees and Officers serving in executive roles at TM Forum, members of the Board shall not receive any compensation.

### **ARTICLE 16 – CONFLICTS OF INTEREST**

Trustees, Designees, and Officers shall disclose any conflict of interest annually as prescribed in the Forum's Conflict of Interest Policy; such individuals have a duty to update and disclose any new conflicts prior to every meeting or as they arise. No Trustee may participate in Board discussions or vote on matters where that Trustee has a conflict of interest. The affected Trustee must announce the conflict and recuse themselves from that portion of the meeting.

### **ARTICLE 17 – ORDER OF PRECEDENCE OF DOCUMENTS**

To the extent there is any conflict between the Forum's Certificate of Incorporation, the IPR Policy and these Bylaws, those documents shall take the following order of precedence:

1. Certificate of Incorporation (highest);
2. These Bylaws;
3. The IPR Policy (Annex 1 of these Bylaws);
4. Any rules, guidelines or policies adopted by the Board under these Bylaws;
5. TM Forum Terms and Conditions (available on the TM Forum website); and
6. Contractual & spending limits; powers of Committees and published procedures (lowest).

All documents shall be subject to applicable law.

### **ARTICLE 18 – FISCAL YEAR**

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

### **ARTICLE 19 – DISSOLUTION**

No earnings from TM Forum may be distributed to any Member, any officer or employee of a Member, or any Officer or employee of 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 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).

### **ARTICLE 20 – INDEMNIFICATION AND INSURANCE**

To the fullest extent permitted by law, the Forum shall indemnify Trustees, Ex-officio Trustees, Interim Trustees, Officers, and Designees (collectively the “Indemnitees”), relating to any reasonable costs, disbursements, counsel fees, and liabilities (collectively the “Covered Fees”) arising directly or indirectly from the performance of the Indemnitees’ official duties in accordance with the terms of these Bylaws; provided, however, that no Indemnitees shall be indemnified from any liability arising out of fraud, gross negligence, or willful misconduct. The Board (or a Committee thereof) shall determine whether the Covered Fees are reasonable.

This indemnification may, at the discretion of the Board, include advances of expenses in advance of the final disposal of any action, suit or proceeding. This indemnification shall not be exclusive of any other rights to which said Indemnitees may be entitled.

### **ARTICLE 21 – INTELLECTUAL PROPERTY**

The IPR Policy, found at Annex 1, governs the treatment of intellectual property in the production of deliverables by the Forum and any Collaboration Projects. The IPR Policy applies to all Members of TM Forum and their Affiliates (as defined in the IPR Policy). The

Board may amend the IPR Policy at any time in its sole discretion; however, no amendment to the IPR Policy will be effective in less than sixty (60) calendar days from the date that written notice of such amendment is given to a Member at its email address of record with the Forum.

#### **ARTICLE 22 – RESOLUTION OF DISPUTES; GOVERNING LAW**

Any disputes arising out of or related to these Bylaws, or any policy or contract between TM Forum and its Members, shall be resolved solely by final and binding arbitration. Such arbitration shall be held in the State of New Jersey in accordance with the Rules and Regulations of the American Arbitration Association (the "AAA"), 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 TM Forum, and the third to be selected by the two arbitrators, from the TM Forum Membership (other than the Member or Members involved in such dispute). If the two selected arbitrators cannot agree on a third arbitrator, the AAA shall make the selection. These Bylaws 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.

#### **ARTICLE 23 – AMENDMENTS.**

These Bylaws may be altered, amended, or repealed by a Super-Majority Vote. Any proposed bylaw change to be voted upon by the Board shall be given to each Board member not less than ten (10) days prior to any meeting.

#### **ARTICLE 24 – EFFECTIVE DATE**

These Amended and Restated Bylaws shall take effect from April 1, 2023.

## 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 Apache 2.0 License Mode Team** - a TM Forum Team that is chartered under the Apache 2.0 License Mode described in Section 4.4 and Section 10.4 to develop a TM Forum API Deliverable.

**2.3 Apache 2.0 Contribution** – a TM Forum API Deliverable submitted by a Member of an Apache 2.0 License Mode Team. The provisions applicable to a “Contribution” as defined in the Apache 2.0 License apply, but the provisions applicable to a “Contribution” as defined herein do not apply to an Apache 2.0 Contribution.

**2.4 Apache 2.0 Contributor** - a Member on whose behalf an Apache 2.0 Contribution is made by the Member’s Team Participant. The provisions applicable to a “Contributor” as defined in the Apache 2.0 License apply, but the provisions applicable to a “Contributor” as defined herein do not apply to a Member in their role as an “Apache 2.0 Contributor”.

**2.5 Collaboration Project Team (Team)** - has the meaning set forth in Part A, Article 1.1 of the TM Forum Bylaws.

**2.6 Collaboration Project Team Process** - has the meaning set forth in Part A, Article 1.1 of the TM Forum By-laws.

**2.7 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.

**2.8 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. The provisions applicable to an "Apache 2.0 Contribution" as defined herein do not apply to a Contribution.

**2.9 Contribution Obligation** - a licensing requirement, as described in Section 10.1, 10.2 or 10.3 that results from making a Contribution as described in Section 9.1.

**2.10 Contributor** - a Member on whose behalf a Contribution is made by the Member's Team Participant. The provisions applicable to an "Apache 2.0 Contributor" as defined herein do not apply to a Member in their role as a "Contributor".

**2.11 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, phone records or works of authorship embodied in any other medium now known or later developed. There are three types of Deliverables defined in this Policy.

**2.11.1 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.

**2.11.2 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.

**2.11.3 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.

**2.11.4 TM Forum API Deliverable** – source, object or any machine-executable code, developed by an Apache 2.0 License Mode Team, which implements an Application

Programming Interface (“API”), such interface being defined in and compliant with either a TM Forum Standards Draft Deliverable or a TM Forum Standards Final Deliverable (the code in an API implementation of a TM Forum Standards Final Deliverable only to be made available in a public repository owned, hosted or sponsored by the TM Forum). The term “TM Forum API Deliverable” only applies to the application programming interface itself as embodied in such source, object or machine-executable code and any code generated by a documentation generation tool to display the interface, such as OpenAPI code, and does not include any Deliverable or related functionality upstream or downstream of such interface.

**2.12 Designated Representative** - has the meaning set forth in Part B, Article 4.6.4(d) of the TM Forum Bylaws.

**2.13 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.

**2.14 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:

**2.14.1** any claims other than as set forth above even if contained in the same patent as Essential Claims; and

**2.14.2** 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.

**2.14.3** design patents and design registrations.

**2.15 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).

**2.16 Final Maintenance Deliverable** - Any TM Forum Standards Final Deliverable that results entirely from Maintenance Activity.

**2.17 FORUM Click-Through Licenses (FCTL)** – the licenses set forth in Appendix C and Appendix D.

**2.18 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 4.3 and Section 10.3.

**2.19 IPR Mode** - an element of a TM Forum Project Charter, which specifies the type of licenses associated with the output produced by a given TM Forum Collaboration Project Team. This is further described in Section 4 and Section 10.

**2.20 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.

**2.21 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.

**2.22 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).

**2.23 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.

**2.24 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.



**2.25 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.

**2.26 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).

**2.27 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).

**2.28 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.

**2.29 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. 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.

**4.4 Apache 2.0 License** – requires an Apache 2.0 Contributor to license their Apache 2.0 Contribution of source code, object code or machine-executable code in a TM Forum API Deliverable under the Apache 2.0 license as further described in Section 10.4. This IPR Mode shall only be used for TM Forum API Deliverables.

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 Limited 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 license, 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. The TM Forum hereby grants a limited license to all Apache 2.0 Contributors and users of a TM Forum API Deliverable a perpetual, irrevocable, non-exclusive, royalty-free, worldwide copyright license, with the right to directly and indirectly license, to copy, publish, and distribute the Contribution to a TM Forum Final Standards Deliverable 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 using a TM Forum API Deliverable. TM Forum provides such license on an "AS IS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NONINFRINGEMENT (INCLUDING OF ANY PATENTS, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS), MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. All Apache 2.0 Contributors and users of a TM Forum API Deliverable relying on this license acknowledge and agree that use of the TM Forum API Deliverable may infringe a TM Forum Member's or third party's patent rights, copyright or other intellectual property rights, unless licensed by the Apache 2.0 license under which the TM Forum API Deliverable is made available to them. No representation or warranty, express or implied, is made by the TM Forum or its Members concerning the completeness, accuracy, or applicability of any information contained in the Contribution and no liability of any kind shall be assumed by the TM Forum as a result of reliance upon such information.

**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 12month 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 Obligations*

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. Notwithstanding the foregoing, an Apache 2.0 Contributor shall make such Apache 2.0 Contribution available solely pursuant to the terms of the Apache 2.0 license. To the extent any provision of the Bylaws or this Policy is inconsistent or incompatible with the Apache 2.0 license as applied to a TM Forum API Deliverable, the terms of the Apache 2.0 license shall apply.

### *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 Sections 10.1, 10.2 or 10.3, 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-sub licensable, 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-sub licensable, perpetual patent license (or an equivalent nonassertion 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 ClickThrough 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 9.3.1 with respect to said Deliverable.

#### *10.4 Apache 2.0 License Mode Team Requirements.*

TM Forum API Deliverables shall be developed exclusively by an Apache 2.0 License Mode Team. Each Apache 2.0 Contributor agrees that their Apache 2.0 Contribution shall be subject to the terms and conditions of the Apache 2.0 license found at <https://www.apache.org/licenses/LICENSE-2.0>

## **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 and TM Forum API 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, Officers and Employees), 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 or TM Forum API 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.

Each TM Forum Member and its Affiliates acknowledge and agree that: (i) any license or license relating to a TM Forum API Deliverable may be subject to patent, copyright or other intellectual property claims, demands, causes of action, suits or proceedings from other TM Forum Members and their Affiliates unless licensed under the Apache 2.0 license to which a TM Forum API Deliverable is made available; and (ii) TM Forum Members and non-members may not be bound to provide a royalty free license or any other license to any entity with respect to any patent, copyright or other intellectual property right relating to any TM Forum API Deliverable, unless licensed under the Apache 2.0 license to which a TM Forum API Deliverable is made available to which they have contributed.

Each TM Forum Member and its Affiliates agree that they will not assert any claims, demands, causes of action, suits, or proceedings relating to any TM Forum API Deliverable against the TM Forum, its Affiliates, officers, directors or employees provided the TM Forum, its Affiliates, officers, directors or employees are acting in accordance with applicable laws, this IPR Policy and Bylaws. The foregoing sentence shall be strictly construed to benefit the TM Forum, its Affiliates, Officers, Directors and Employees only, and shall not be construed to create third party beneficiary rights in any Member or any other party.

### 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 licensees 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, other than TM Forum API Deliverables, 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, other than TM Forum API 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.

#### *14.4 Apache 2.0 License Mode Copyright Notice*

##### *14.4.1 Notice Applicable to the code developed as a TM Forum API Deliverable:*

To apply the Apache 2.0 License to a TM Forum API Deliverable, attach the following notice. The text should be enclosed in the appropriate comment syntax for the file format. It is recommended that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives:

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>

Copyright © [copyright year] [Contributor Name]

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

#### 14.4.2 Notice applicable to the packaging of TM Forum API Deliverables:

In addition to the notices required by Section 14.4.1, above, any package containing a set of TM Forum API Deliverables produced by an Apache 2.0 License Mode Team shall include the following notice replacing [copyright year] with the year or range of years of publication:

Copyright © [copyright year] TM Forum and Apache 2.0 Contributors. The TM Forum API Deliverables contained herein were contributed to the TM Forum by an Apache 2.0 License Mode Team and are subject to an Apache 2.0 License Mode Copyright Notice.

All capitalized terms in the text above 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.

## 15. ACKNOWLEDGEMENTS

Several features of this TM 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 license, 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-sub licensable, 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. PART 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 license, 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](#),

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-sub-licensable, 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 to 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 license, 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 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

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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 ByLaws, 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.