



WiMAX Forum[®] MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into by and between the WiMAX Forum, a California nonprofit mutual benefit corporation, and the company submitting the membership application "Member."

BACKGROUND

The WiMAX Forum is a nonprofit corporation that has been formed to promote and certify the compliance and interoperability of devices based upon the IEEE 802.16 standards as well as future standards as may be developed by the WiMAX Forum as needed to ensure such compliance and interoperability. As part of this mission, the WiMAX Forum intends to work to promote alignment of IEEE 802.16 standards with other standards bodies worldwide (e.g. ETSI HiperMAN, China's CWTS, etc.) to ensure WiMAX is a world wide standard. Member wishes to become a member of the WiMAX Forum and to participate in WiMAX Forum activities.

AGREEMENT

In consideration of the admission of Member to the WiMAX Forum, Member hereby agrees as follows:

1. Articles of Incorporation, Bylaws, Guidelines and Policies. Member agrees to comply with the WiMAX Forum Articles of Incorporation, Bylaws, guidelines and policies as in effect from time to time, including any rules or directives adopted by the WiMAX Forum board of directors in connection therewith (the "WiMAX Forum Documents"), including those listed on Exhibit A. Member acknowledges that it has received and read copies of the documents listed on Exhibit A and that it understands the contents of those documents. Member understands that these documents may be revised from time to time and new policies may be added. The WiMAX Forum will post all such changes on its web site and will notify Members via e-mail or other appropriate means, of such changes by as approved by the Board. If Member is dissatisfied with any changes, it may protest them. If the WiMAX Forum declines to address or respond to Member's objections, Member's sole and exclusive remedy is to resign its membership and to forfeit its remaining membership fees for the year. Failure to respond to notice of changes will be considered acceptance by Member of the changes.

2. Membership Dues and Other Fees and Assessments. Member agrees to pay such membership dues and any other fees or assessments that the WiMAX Forum may impose on its members from time to time when and as due ("Fees"). Initial membership fees are due upon receipt of invoice after notification that the WiMAX Forum has approved Member's membership application. Member understands that until such initial membership fees are paid, Member is prohibited from doing and press activity announcing its membership in the WiMAX Forum, and that Member's logo/name will not be posted on the WiMAX Forum website. For subsequent, annual renewal fees Member understands that the WiMAX Forum reserves the right to impose a late charge for unpaid Fees in an amount that is consistent with standard commercial practice. Member agrees to pay such charges if assessed. Member further understands and acknowledges that a failure to pay Fees within thirty (30) days after they are due may result in membership suspension and that a failure to pay Fees within sixty (60) days after they are due may result in membership termination..

3. Confidentiality. Member agrees that it will not disclose to the WiMAX Forum or its individual members nonpublic information of any kind and agrees that the WiMAX Forum has no obligation to maintain as confidential any information that Member may disclose to the WiMAX Forum or to other members from time to time except as provided in this Section 4. Member may disclose confidential technical information to the WiMAX Forum in connection with the certification testing process if the WiMAX Forum and Member have executed a written nondisclosure agreement protecting the confidentiality of such information. Member may also disclose

confidential information to the WiMAX Forum in exceptional instances if it seeks and obtains consent from the WiMAX Forum board of directors to do so and the parties execute a separate limited nondisclosure agreement solely with respect to such disclosure.

4. Copyright and Intellectual Property Rights. Member acknowledges that it has received, reviewed and shall comply with the stated WiMAX Forum IPR Policy as referenced in Exhibit A which may be updated from time to time. Such updates to be provided to Member for review and active acceptance per Section 1 above.

5. Press Releases. Member agrees that the WiMAX Forum or any WiMAX Forum member may indicate in its press release and other public announcements that Member is a member of and participates in the WiMAX Forum, provided that any such reference shall be accurate and Member shall not be portrayed in a manner that criticizes Member or places it in a negative light. Likewise, Member agrees that its use of the name of the WiMAX Forum or any of its members shall comply with the foregoing restrictions. The WiMAX Forum shall have a limited, non-exclusive, fully paid license to use Member's name and any logo that Member provides to the WiMAX Forum to identify Member as a WiMAX Forum member in its press releases and public announcements.

6. Term. This Agreement shall commence with its execution by the WiMAX Forum and Member and shall continue until the WiMAX Forum or Member terminates Member's membership as provided herein. Member may terminate this Agreement concurrently with the termination of its membership by providing the WiMAX Forum with written notice of such termination. The WiMAX Forum may terminate this Agreement concurrently with the termination by the WiMAX Forum of Member's membership for the reasons and pursuant to the procedure established from time to time in the WiMAX Forum Documents. All Fees paid by Member prior to termination are nonrefundable.

7. Transfer of Membership. Member's membership and this Agreement are personal to Member and are not transferable without the prior written consent of the WiMAX Forum, which the WiMAX Forum may withhold in its sole discretion. Notwithstanding the foregoing, the WiMAX Forum may establish policies and/or procedures for the transfer of memberships to corporate affiliates and transfers in connection with a merger or acquisition. If the WiMAX Forum establishes such policies, Member shall comply with them.

8. Indemnity. Member agrees to defend and indemnify the WiMAX Forum and its officers, directors, employees, agents, and members (each an "Indemnified Party") and hold them harmless from and against any and all damages, judgments, costs, claims and liabilities that an Indemnified Party may sustain as a result of the breach by Member of the provisions of this Agreement, its failure to comply with the WiMAX Forum Documents, or its violation of any law, regulation, rule, ordinance, or judicial or administrative order while participating in WiMAX Forum-sponsored or -related activities.

9. Miscellaneous. This Agreement and the documents referenced herein constitute the entire agreement between the parties. By submitting its application for membership, Member agrees to be bound by the terms and conditions hereof commencing with the activation of its membership, which date shall be regarded as the effective date of this Agreement for Member. This Agreement is effective and binding upon the WiMAX Forum beginning with the date of its full execution. This Agreement may be modified or amended only by a subsequent writing signed by the authorized representative of each party. The WiMAX Forum may modify the WiMAX Forum Documents at any time without notice, subject only to any limitations imposed by law. No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of that or any other right. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. In any dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses. All notices shall be deemed given on the day they are (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested, or (ii) sent by overnight courier, charges prepaid, with a confirming facsimile, addressed as follows: if to Member, to the latest address for member on file in the WiMAX Forum's membership records; and if to the WiMAX Forum, to the principal administrative address listed at <http://wimaxforum.org/Page/Membership/Contact-us>. This Agreement is governed by and will be construed in accordance with the laws of the State of California as applied to contracts entered into and wholly performed therein by residents thereof, and the state and federal courts of California shall be the exclusive forum. This Agreement is in the English language. Versions in any other language are for accommodation only and are not

binding upon the parties hereto. This Agreement is entered into for the benefit of Member and the WiMAX Forum and not for the benefit of any third party. Similarly, Member agrees that it will not assert rights under any agreement between the WiMAX Forum and any other member unless such agreement provides by its express terms that Member is an intended beneficiary of that agreement.

EXHIBIT A

WiMAX Forum Documentation

(<http://wimaxforum.org/Page/Resources/Governing-Documents>)

1. [Antitrust Compliance Policy and Guidelines](#)
2. [Bylaws](#)
3. [Certification Mark License Agreement](#)
4. [Certification Mark Usage Guideline](#)
5. [Member Company Communications Policy](#)
6. [Restated Articles of Incorporation](#)
7. [Technical Activity Procedures](#)
8. [Trademark Policy and Trademark Usage Guidelines](#)
9. [WiMAX Intellectual Property Rights Policy](#)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

Member (Legal Name)

_____	WiMAX Forum
_____	_____
Signature	Signature
_____	<u>Richard Hawkins</u>
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date