

**CDMA CERTIFICATION FORUM**  
**Member Guidelines – Dated February 22, 2005**

**I. Introduction.** These CCF Member Guidelines (“*Member Guidelines*”) provide Members of the CDMA Certification Forum (“*CCF*”)<sup>1</sup> with basic information about their membership in CCF and their rights, privileges and obligations in connection therewith. To the extent these Member Guidelines make reference to other documents, including but not limited to, the CCF Articles of Incorporation, CCF Bylaws, CCF Membership Application or Intellectual Property Rights Policy (“*IPR Policy*”), Members are encouraged to read such document carefully, including amendments, modification and updates as such documents may change from time to time.

**II. Membership Agreement.** All Members shall execute and deliver a Membership Agreement as required by Section 3.5(a) of the CCF Bylaws. If, after submission of a Membership Application to the CCF, the Member is invited to join CCF as a Member, as provided in the CCF Bylaws, then upon satisfaction of the requirements of Membership as set forth in the Bylaws, the Membership Application, CCF Articles of Incorporation, CCF Bylaws, IPR Policy and CCF Member Guidelines shall constitute a binding agreement between the Member and CCF and shall collectively be the Membership Agreement.

**III. Membership Application.**

**A. Submission of Application.** Each Member shall execute and deliver a CCF Membership Application as set forth in Article III of the CCF Bylaws.

**B. Expenses.** Each Member shall be solely responsible for all expenses incurred by it in connection with being a Member including, without limitation, expenses incurred in satisfying any obligations under the CCF Membership Application.

**IV. Membership Categories and Status.**

**A. Statutory Members.** An entity wishing to join the CCF as an Operator Member or a Vendor Member shall satisfy the requirements set forth in Article III of the CCF Bylaws.

**B. Observers.** An entity wishing to join the CCF as an Observer shall satisfy the requirements set forth in Article III of the CCF Bylaws.

---

<sup>1</sup> All defined terms shall have the same meanings as those described in the CCF Articles of Incorporation and the CCF Bylaws, unless stated otherwise.

**C. Extending Membership.** A Member may extend Membership by following the procedures set forth in Section 3.5(d) of the CCF Bylaws.

**D. Withdrawal as a Member.** Any Member, in its sole discretion, may withdraw from CCF as a Member by following the procedures set forth in Section 3.5(e) of the CCF Bylaws.

**E. Minimum Participation.** Each Member of CCF agrees to participate in the activities of CCF in the manner set forth in the Bylaws and as may be established by the Board from time to time.

**V. CDG Membership.** As a requirement of Membership in CCF, each Member must also be a Member of the CDMA Development Group.

**VI. Membership Fees.** Members in CCF shall be required to pay dues from time to time as set forth in Article III of the CCF Bylaws.

**VII. Voting of Membership.** Voting rights of Members are as set forth in Article III of the CCF Bylaws.

**VIII. Amendments.** CCF may unilaterally amend any of the CCF Articles of Incorporation, CCF Bylaws, IPR Policy, CCF Membership Application or these CCF Member Guidelines. In the event that CCF amends any of the aforementioned documents, Members shall have the right to notify CCF in writing of that Member's withdrawal from CCF within thirty (30) days following any such amendment. If a Member fails to notify CCF of its withdrawal within the specified time frame, that Member shall be deemed to have accepted the amendment and waived all rights to object to said amendment.

**IX. Agreements.** All Members agree to be bound by the terms of the CCF Articles of Incorporation, CCF Bylaws, IPR Policy and these CCF Member Guidelines.

**X. Dispute Resolution.**

**A. Resolution by the Parties.** CCF and its Members shall attempt to resolve any dispute arising out of or relating to the CCF Articles of Incorporation, CCF Bylaws, IPR Policy and/or these Member Guidelines (a "Dispute") promptly by good faith negotiations among executives of the parties involved who have authority to settle the controversy. Any Member having a Dispute with the CCF or with one or more other Members shall give written notice of such Dispute (a "Dispute Notice") to the CCF or to such other Member(s), as the case may be, provided that the CCF shall be provided with a copy of any Dispute Notice given to another Member. The CCF also may give any Member a Dispute Notice. Within fifteen (15) days after delivery of a Dispute Notice, the receiving party shall submit a written response to the sending party. The notice and response shall include (a) a statement of the receiving party's position and a summary of

arguments supporting that position, and (b) the name and title of the executive who will represent the receiving party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the Dispute Notice, the designated executives of the parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations conducted pursuant to this paragraph shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**B. Arbitration**. Any Dispute which has not been resolved by negotiation as provided in the preceding paragraph shall be finally resolved by arbitration in accordance with then current Rules of Arbitration of the International Chamber of Commerce, except as such rules are expressly modified herein, by three (3) arbitrators appointed in accordance with the Rules who shall have experience in the telecommunications industry. The place of arbitration shall be New York, New York, United States of America and the arbitration shall be conducted in the English language. The arbitration proceedings shall be governed by the Federal Arbitration Act, 9 U.S.C. § § 1 et seq. and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrators shall have no power or authority to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages.

3/18/05 4:27 PM ()