

Exhibit D1

Official Rules

1. **ELIGIBILITY:** The Nokia Siemens Networks IMS Research Competition (“Competition”) is offered and open only to legal residents of the 50 United States or District of Columbia who are 18 years of age or older and enrolled as full time students for the Spring 2008 semester at the Georgia Institute of Technology (as defined by the Georgia Institute of Technology) as of date of entry. Employees (except students who are employees who would otherwise be eligible and do not have a conflict of interest), officers, directors, teachers/professors (except students who are teaching assistants who would otherwise be eligible) and trustees of Nokia Siemens Networks USA LLC (Nokia Siemens Networks), Georgia Institute of Technology (Georgia Tech), Georgia Tech Research Corporation (GTRC), AT&T Mobility LLC (AT&T), their respective parents, subsidiaries, and affiliated companies, and teaching institutions, advertising, promotion, or production agencies, web masters/suppliers are not eligible to participate. By participating, Competitors, defined as those individuals named in an Application Agreement submitted to and accepted by Nokia Siemens Networks that are and remain eligible throughout the term of the Competition (and Competitors’ parent/legal guardian if Competitor is a minor), agree to these Official Rules and the decisions of Nokia Siemens Networks, which are final and binding in all respects and in all matters relative to the Competition. Void where prohibited.

2. **OBJECT OF THE COMPETITION:** The object of the Competition is to design, develop and operate a novel/new/unique 3G IMS software application with commercial appeal to one of three (3) application categories (“Category”). The Categories are:

(a) **Contextual Usage** – Any application or service that will leverage another application as well as act on the context of the situation (i.e. how services are used based on time and space). An example would be to tie weather and traffic route services together with a calendar appointment.

(b) **Higher Education** - Any application or service that caters to the higher education market; integrating with services and applications used by the campus community such as calendars, class schedules, classroom technology, course materials, social networking, campus events and athletics.

(c) **Innovation** – any other application, enabler, or service which falls outside of (a) and (b).

A team may compete in only one Category per Application Agreement (“Application”). Such team may submit more than one unique Application, subject to these Rules, however, only one Application per team from those Applications selected by the judges to be eligible to advance past the Proposal Phase may advance. A team that has more than one Application selected by the judges to be eligible to advance past the Proposal Phase shall select and advise the judges which Application it designates to further compete. A team shall have at least two (2) members and a maximum of four (4) members. An individual may not be a member of more than one team. The Category for the Application must be stated at the top of the Application Agreement. An Application containing no Category or multiple Categories shall be rejected, and may be resubmitted in accordance with these Rules within the required time period.

3. **TO PARTICIPATE:** Access www.forgedbyims-research-competition.com (Web site) between November 28, 2007 and January 30, 2008, 5:00pm EST and print, complete, and submit the Application Agreement, which is made a part of these Official Rules as though they were set forth in these Official Rules. The signed, completed Application Agreement shall be received between

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January 21, 2008 and January 30, 2008, inclusive, in electronic format (PDF) on a CD or DVD disk image via hand-delivery to the IMS Lab Administrator staff at the Georgia Tech Technology Square Research Building ("TSRB"). Signatures may be received on an additional hard copy if the applicant is unable to provide such signatures in electronic form. A confirmation receipt will be given at the time of submission.

A. Should there be a conflict between these Official Rules and the Application Agreement, the conflict will be resolved as deemed fair and appropriate as solely determined by Nokia Siemens Networks.

B. COMPETITORS AGREE THAT SHOULD THEY ACCESS AND/OR USE ANY INFORMATION OF EACH OR ANY OF NOKIA SIEMENS NETWORKS, GEORGIA TECH, AND/OR AT&T, COMPETITORS WILL EXACTLY FOLLOW THE PROCEDURES, ABIDE BY ANY RESTRICTIONS AND USE ONLY THE HARDWARE, SOFTWARE, AND/OR PROGRAMS ("ACCESS CONDITIONS") WHICH MAY BE CHANGED/MODIFIED AT ANY TIME AND FROM TIME TO TIME) DESIGNATED BY NOKIA SIEMENS NETWORKS, GEORGIA TECH, AND/OR AT&T (AS THE CASE MAY BE) TO ACCESS THE INFORMATION.

Competitors agree (a) to comply with the AT&T Terms of Use (also known as AT&T MOBILITY WEBSITE TERMS OF USE; <http://www.wireless.att.com/learn/articles-resources/terms-of-use.jsp>) and subsequent versions which may be in effect at the time of use, (b) to use AT&T subscriptions, also known as SIM or USIM cards, only for wireless services that are required to develop and demonstrate the Competitors' Prototype Phase Submissions, and (c) not to share or use AT&T subscriptions for wireless services unrelated to the Competition.

C. Team Participation: Each team must have a minimum of two (2) members and no team can exceed four (4) members at the time of application submission, and all team members must be and remain eligible throughout the Competition. Once a team is formed its members cannot be changed, or substituted. Should any team member become ineligible during the Competition for any reason whatsoever, that team member cannot be replaced, and the team must proceed with the remaining team members. Only team members eligible on the date prizes are awarded shall be eligible for such prizes. When any document is required to be signed, unless otherwise specifically stated, that document must be signed by all team members (and member's parent/legal guardian if member is a minor). A team member may not participate on more than one team on another Application Agreement.

D. Standards Requirements: Research Competition Submissions (defined as a 3G wireless IMS software application proposal in an Application Agreement in accordance with the Official Rules and all phases thereof) shall include a minimum of one 3GPP IMS compliant application/service that uses the AT&T network to access the IMS domain at Georgia Tech. Compliance with this requirement shall be determined solely by the Competition judges. Standards may be found at www.3GPP.org. Submissions may also include one or more additional applications/services that are not 3GPP IMS compliant which may only be used by non-3GPP devices.

E. Prototype Submissions: Prototype Submissions shall be submitted using Arial 12 point type, double spaced on a single CD or DVD disk image. Three copies of the CD/DVD labeled with the team members' names shall be submitted. Each page must be headed with the name of the team members and contact information of those responsible for the Submission, and page numbered in the lower right corner. The first page of the Submission shall also state the Category of the Submission. If photographs, charts, or other graphic or illustrative material is included in a Submission it shall be legible when printed on letter size paper in black and white/grayscale.

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Software required to be submitted shall include all commented source code(s). Hardware must be accompanied by a detailed drawing/schematic diagram. A signed and notarized competition affidavit must accompany the prototype submission. The competition affidavit will be made available on the competition website prior to the prototype submission due date.

F. Research: Research conducted in furtherance of any Submission must be conducted, recorded and used in accordance with those research parameters required by Georgia Tech for its students. All research used in the creation of a Submission must be referenced in the Submission as a footnote, when applicable, and listed in a bibliography attached to the Submission. Competitors may not request or receive any counsel, direction, advice or the like from any third party except only from those persons or entities specifically designated and authorized by Nokia Siemens Networks to provide same.

G. Development and Records: The development of Submissions, and all work for that development, must be conducted only in the United States. At any time during the Competition or after its conclusion, immediately upon receipt of a written request from the Competition judges, Competitors shall provide and give over to such persons, all records of all Submission development material however recorded, for example but not limited to, written, printed, graphic, electronic, digital, or other forms or formats, or in a combination of any such forms or formats. Submission development materials shall include, but not be limited to, all originals, notes, drafts, concepts, and prototypes created at any stage of development, and reproductions; preliminary, preparatory, and backup copies of all of such materials. Competitors agree not to keep, maintain or withhold any such or similar Submission development materials, and further agree not to provide, disclose or share any of same to or with any third party, without GTRC's consent.

H. Once an Application is submitted it cannot be changed, altered or modified, becomes the sole property of GTRC, and will not be acknowledged or returned. All intellectual property rights associated with and arising from the Submission becomes the property of GTRC to the extent permitted by law, and Competitors agree to execute documents that may be required to protect GTRC's rights in the Submission. Any Submission which the Competition governing body, in its sole opinion, deems to be inappropriate for publication will not be considered. By participating each Competitor (and that Competitor's parent/legal guardian) represents and warrants that his/her Submission is/are the sole and original creation of the Competitor (or the Competitor's Team) and has not been copied or derived from, in whole or in part, any other work (except for open source software, in which case Competitor agrees to submit a statement with his/her Submission with the following information: the names of all the open source software used and/or copied, the version of each piece of software, URL links to the software, and copies of the licenses governing the software or URL links to the licenses); (ii) to the best of his/her knowledge does not violate or infringe any intellectual property right, such as but not limited to, patent, copyright, trademark/tradename/logo, trade secret, or other proprietary right of any person, or entity; (iii) at the time of submissions, is the sole and exclusive property of the Competitor (or the Competitor's Team); (iv) has not in whole or in part been published, or submitted in any other competition; and (v) complies with (and does not violate) any law, rule or regulation. Competitors, (and Competitor's parent/legal guardian if Competitor is a minor) by participating, grant permission for the use of the Submission, or any part(s) of the Submission, and Competitor's name, in the Competition including but not limited to the review, evaluation, copying, and distribution of the Submission, and otherwise as stated in these Official Rules. Any costs and expenses incurred by Competitor is the sole responsibility of the Competitor.

4. SUBMITTING PROTOTYPES: Prototype Submissions and Competition Affidavits must be received by April 1, 2008 by 5:00 p.m. EST via hand-delivery to the IMS Lab Administrator staff at

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the Georgia Tech Technology Square Research Building (“TSRB”). Submissions which are incomplete, or are submitted in any way other than as stated, will not be judged and are void. Limit one Submission per team.

5. JUDGING:

Proposal Phase Submission: Each Category’s Proposal Phase Submissions will be judged by a panel consisting of designees from Nokia Siemens Networks, Georgia Tech and AT&T. The Submissions will be judged using the following criteria with 33 1/3 points available for each: (i) Creativity, (ii) Feasibility-to-Prototype, and (iii) Potential commercial viability. The Proposal Phase Submissions in a Category which achieve a minimum cumulative score of 70 points will advance to the Prototype Phase Submission in that Category. If no submission in a Category achieves the stated minimum points, no submission from that Category will advance to the Prototype Phase in that Category, the Competition in that Category will terminate, and no prize will be awarded in that Category. Contact persons for Competitors whose Proposal Phase Submissions advance to the Prototype Phase Submission will be notified on or about February 8, 2008 (or as soon thereafter as practical), by mail, overnight mail, website and/or email.

Prototype Phase Submission: Each Category’s Prototype Phase Submissions will be judged by a panel consisting of personnel from each of the sponsors: Nokia Siemens Networks, Georgia Tech and AT&T. The scores of each of the sponsors shall have an equal weight (33.3 %) in the judging of each criteria, and overall. The Submissions will be judged using the following criteria:

Criteria Number	Criteria Description	Points available
i	Commercial viability (includes business plan, market research and analysis, pricing and business model(s))	20 points
ii	Leveraged use of IMS-based network resources as well as optional use of any custom hardware (includes voice, video, messaging, web)	10 points
iii	User interface/experience (includes potential use on multiple platforms)	10 points
iv	Leverage of community and collaboration features and services (functionality involving three or more parties)	10 points
v	Leverage of personalization features and services	10 points
vi	Adherence to standards (especially those of 3GPP)	10 points
vii	Completeness of the prototype (how much of the planned functionality was implemented and demonstrated)	10 points
viii	Presentation of the prototype by one or more team members to the panel of judges	20 points

In addition to the Submission, the Competitor, or at minimum one team member from a Competitor team, will be required to present its prototype to the panel of judges at a time and place determined by Nokia Siemens Networks.

The Prototype Phase Submission with the highest cumulative score in each Category will be declared the first place winner in that Category. The Prototype Phase Submission with the second highest cumulative score in each Category will be declared the second place winner in that Category. The Prototype Phase Submission with the highest cumulative score which has not won a prize will be declared the Honorable Mention Prize winner. In case of a tie, the tied Submission with the highest score in the presentation to the judges will be declared the tie winner. Should a tie continue, the tied Submission with the cumulative highest score in the presentation to the judges

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and the commercial viability criterion will be declared the tie winner. Should a tie still continue, the winner will be determined by the cumulative scores of all the original criteria in this phase plus the presentation score by Nokia Siemens Networks. Winners will be notified by mail, overnight mail, website and/or email on or about April 20, 2008 (or as soon thereafter as practical).

6. PRIZES:

Three (3) First Place Prizes: (1 Submission per Competition Category) - \$10,000 per team

Three (3) Second Place Prizes: (1 Submission per Competition Category) - \$5,000 per team.

For All Prizes: If a monetary prize is won by a team it will be divided equally among all of the members of the team existing at the time of the prototype submission. Prizes cannot be substituted, assigned, transferred, or redeemed for cash (in case of non-monetary awards). Should a prize become unavailable for any reason that prize may be substituted for a prize of equal value as determined by Nokia Siemens Networks and AT&T. Expenses and costs not specified herein are the sole responsibility of the winner of the prize. Taxes on a prize are the sole responsibility of that prize's winner. If a prize winner cannot accept a prize as stated, then that prize will be forfeited, and awarded as deemed fair and appropriate by Nokia Siemens Networks and AT&T. If at the time the prize is awarded a winner is not of the age of majority in his/her jurisdiction of residence, then such prize may be awarded in the name of, or to, that winner's parent or legal guardian (as solely determined by Nokia Siemens Networks and AT&T) who must execute all documents and agree to all undertakings and obligation of winner set forth in these Official Rules, both on behalf of himself/herself and winner, or such prize may be forfeited and awarded as deemed fair and appropriate by Nokia Siemens Networks and AT&T.

Monetary prizes will be delivered within 30 days of the announcement of the winners.

7. **INTERNSHIPS:** Internships with Nokia Siemens Networks (including its affiliates and subcontractors) and AT&T (including its affiliates) may be provided to up to eight (8) Competitors. The internships will be approximately three (3) months in duration in the Atlanta, Georgia area. Nokia Siemens Networks and AT&T will determine the terms and conditions of their internships.

8. **GENERAL CONDITIONS:** By participating, Competitors (and Competitors parent/legal guardian if Competitor is a minor) release, discharge and agree to hold harmless Nokia Siemens Networks, Georgia Tech, AT&T, and their respective, parents, subsidiaries and related companies, teaching institutions, advertising and promotion agencies, and all of their respective employees, officers and directors, representatives, teachers, trustees and agents, and Competition judges (collectively "Releasees"), from and against any and all claims, losses or damages of any kind (whether due to negligence or otherwise), including personal injury, death, and/or property damage, and/or infringement of Intellectual Property rights such as but not limited to, patent, copyright, trademark/tradename/logo, and trade secrets and/or rights of publicity or privacy, defamation, or portrayal in a false light, arising, in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize or participation in this Competition, or participation in any Competition related activity, and (b) prize winners (and winner's parent/legal guardian, if winner is a minor), by acceptance of prize, except where legally prohibited, grant permission, in perpetuity, for Nokia Siemens Networks, Georgia Tech, and/or AT&T (and agree to confirm such permission in writing) and those acting pursuant to any of their authority to use his/her name, photograph, voice and/or likeness and prize information, biographical information, and statements, for advertising, trade and promotional purposes without further compensation, at any time or times, in all media now known or hereafter discovered world wide and on the Internet and/or World Wide Web without notice or review or approval. Prize winner (and winner's parent or legal guardian if a winner is a

minor), will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful a Publicity Release, within the time period stated on the notification. If documents are not returned timely, or if a prize notification or a prize is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules as solely determined by Nokia Siemens Networks and AT&T, then such prize will be forfeited and awarded as deemed fair and appropriate by Nokia Siemens Networks and AT&T. Winner (and winner's parent/legal guardian, if winner is minor) agree that the winner shall appear at any times and at any places deemed reasonably necessary by Nokia Siemens Networks to advertise, promote, or otherwise market the winner's Submission and/or the Competition, it being understood that: 1) any such appearance will be on reasonable notice (as solely determined by Nokia Siemens Networks) to the winner; 2) that winner will be excused from such appearance should he/she have a prior commitment which cannot be delayed; and 3) reasonable expenses as determined by Nokia Siemens Networks and AT&T for any such appearance will be borne by Nokia Siemens Networks and AT&T.

Competition participation is strictly voluntary, and will not affect a Georgia Tech student's degree appointment, transcript, or evaluation in any course. Participation in this event is not tied to academic standing at Georgia Tech.

9. LIABILITY LIMITATIONS: Releasees, as defined in section 8, are not responsible for lost, late, illegible, separated, misdirected, incomplete postage due or non-delivered mail, entries, or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of any information or the failure to capture, or loss of, any information. Persons who tamper with or abuse any aspect of this Competition, as solely determined by the Nokia Siemens Networks, or violate any provisions of these Official Rules will be disqualified. Releasees are not responsible for injury or damage to any Competitor's or to any other person's computer related to or resulting from participating in this Competition or downloading materials from or use of any web site or the Web site. Should any portion of the Competition be, in Nokia Siemens Networks' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Nokia Siemens Networks, corrupt or impair the administration, security, fairness or proper play, or submission of Submissions, Nokia Siemens Networks reserves the right at its sole discretion to suspend, modify or terminate the Competition, and select the winners from Submissions received prior to action taken or as otherwise deemed fair and appropriate by Nokia Siemens Networks. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Web site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competition; and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of the Web site.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THE COMPETITION, INCLUDING BUT NOT LIMITED TO ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED

TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. DISPUTE RESOLUTION/CHOICE OF LAW: Except where prohibited, Competitors (and Competitors parent/legal guardian if Competitor is a minor) agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Competition shall be resolved individually, without resort to any form of class action, and exclusively by an action in the appropriate State Court located in Georgia and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Competition but in no event attorneys' fees; and (c) under no circumstances will Competitor be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Competitor and/or any of the Releasees in connection with this Competition, shall be governed by, and construed in accordance with the laws of the State of Georgia without regard for conflicts of law doctrine of any jurisdiction.

11. WINNER'S LIST REQUESTS: To obtain the names of the winners, send a self-addressed stamped envelope to Nokia Siemens Networks, IMS Research Competition Winners List, c/o Competition Administrator, Nokia Siemens Networks, 1040 Crown Pointe Parkway, Suite 900, Atlanta, Georgia 30038. Requests must be received within four weeks after the announcement of the winners.

SPONSORS: Nokia Siemens Networks, 1040 Crown Pointe Parkway, Suite 900, Atlanta, GA 30338; AT&T, 725 W Peachtree St NW, Atlanta, GA 30308-1137.