

# SECURITIES AND EXCHANGE COMMISSION

## FORM 8-K

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### FILER

#### **OZ COMMUNICATIONS INC**

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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

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FORM 8-K  
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

February 28, 2002  
Date of earliest event reported

OZ COMMUNICATIONS, INC.

(Exact name of Registrant as specified in its charter)

California  
(State of  
incorporation or  
organization)

000-30701  
(Commission File No.)

95-4560875  
(IRS Employer  
Identification No.)

Snorrabraut 54  
Reykjavík, Iceland  
(Address of principal executive offices)

IS-105  
(Zip code)

(011 354) 535-0000  
(Registrant' s telephone number, including area code)

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Item 5. Other Events

On February 28, 2002 OZ Communications Co. (formerly known as OZ.COM Canada Company) and Registrant, OZ Communications, Inc. (collectively "OZ") entered into a series of amending agreements with Microcell Labs Inc. and Microcell Capital II Inc. (collectively, "Microcell"). Under the terms of the agreements the parties have terminated all specific development agreements between the parties, terminated Microcell's agreement to use OZ as its preferred development resource in the field of wireless Internet messaging services, terminated Microcell's right to require OZ to redeem Microcell's shares of OZ common stock, terminated Microcell's obligation to pay minimum quarterly payments of \$750,000 for development services, and replaced a license of Ericsson's iPulse 1.5 with a license of the OZ Instant Communications Platform. The license is conditioned upon the purchase by Microcell Labs Inc. of annual support and maintenance contracts from OZ, but is otherwise royalty-free for the first three years and incremental capacity required after the initial three-year period will be purchased separately at competitive prices and terms. In addition, the parties modified a shareholder agreement to change certain participation rights of Microcell and to provide that the obligation of certain of OZ's shareholders to vote a sufficient number of shares to elect Microcell's designee as a director is applicable only to the election of directors held at OZ's 2002 annual shareholders meeting. In partial consideration for OZ's agreement to make the amendments, Microcell has surrendered to OZ 5,299,160 shares of OZ's common stock for cancellation. The foregoing is a summary description of the agreements and does not include the specific terms and provisions of the agreements. Accordingly, the foregoing summary is qualified in its entirety by reference to the agreements which are filed as exhibits to this current report on Form 8-K.

As a result of the termination of the agreements, OZ expects to recognize revenues from several Microcell Labs Inc. specific development agreements, eliminate redeemable common stock with a corresponding increase in additional paid-in capital, record a reduction in common stock and paid-in capital, a bad debt expense and an impairment loss on the related intangibles that OZ recorded in connection with the acquisition of the shares of MCE Holding Corporation in November 2000. In the quarter ended December 31, 2001, OZ expects to record an \$8.9 million non-cash impairment loss on intangible assets as an operating expense in connection with both the cancellation of the Microcell agreements and the cancellation of the Ericsson development agreements in January 2002. In the quarter ending March 31, 2002, OZ expects to recognize \$4.75 million in revenue from various specific development agreements with Microcell Labs Inc. that is currently reflected on the balance sheet as "deferred revenue," record a \$3.1 million non-cash impairment loss on intangible assets as an operating expense, eliminate \$4.5 million of redeemable common stock and increase additional paid-in capital by a like amount, and allocate among common stock, paid-in capital and bad debt expense \$750,000 that was due in November 2001 from Microcell Labs Inc. under the general co-operation and development agreement, but which was forgiven in connection with the return of 5,299,160 common shares of OZ as part of the amendments.

Microcell has made significant cash payments to OZ since November 2000. Consequently, termination of the agreements with Microcell will result in the loss of a significant source of OZ's operating cash. If OZ is unable to secure additional sources of revenue, the termination of the agreements between OZ and Microcell would have a material, adverse affect on OZ's business and results of operations. OZ believes that its current cash, cash equivalents and short-term investments, will be sufficient to meet its anticipated cash needs for working capital and capital expenditures for at least the next eight months. While OZ intends to seek additional financing, there can be no assurance that it will be successful.

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This Current Report on Form 8-K contains various forward-looking statements with respect to our financial condition, results of operations and business. The words “believe,” “expect,” “anticipate,” “intend,” “may,” “will,” “should,” “could,” “potential,” “continue,” “estimate,” “predict,” and “plan” and similar expressions or the negative of such expressions, identify forward-looking statements. These forward-looking statements are subject to numerous assumptions, risks and uncertainties and a number of factors could cause actual results to differ materially from those projected or implied in such forward-looking statements. These factors include, but are not limited to, the risk factors disclosed in OZ’ s Annual Report on Form 10-KSB. Further, certain forward-looking statements are based upon assumptions of future events that may not prove to be accurate. Due to such uncertainties and risks, you should not place undue reliance on such forward-looking statements that speak only as of the date of this report. OZ does not undertake to update publicly, review or revise any forward-looking statements to reflect any change in our expectations with regard thereto or to reflect events or circumstances occurring after the date hereof, unless required by the federal securities laws.

### ITEM 7. EXHIBITS

- 10.1 Amending Agreement between Microcell Labs Inc. and OZ Communications Co. dated as of February 28, 2002.
- 10.2 Amending Agreement to a Share Exchange Agreement between Microcell Capital II Inc. and Registrant dated as of February 28, 2002.
- 10.3 Amending Agreement among Microcell Capital II Inc., Guðjón Már Guðjónsson, Skúli Mogensen and Registrant dated as of February 28, 2002.
- 10.4 Share Transfer Agreement between Microcell Capital II Inc. and Registrant dated as of February 28, 2002.
- 10.5 Specific Agreement No. 5 (OZ Instant Communications Platform License) between Microcell Labs Inc. and OZ Communications Co. dated as of February 28, 2002.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereto duly authorized.

OZ COMMUNICATIONS, INC.

By: /s/JÓN L. ÁRNASON

Name: Jón L. Árnason

Title: Chief Financial Officer

(Principal Financial and Accounting Officer)

Date: March 15, 2002

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
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10.3	Amending Agreement among Microcell Capital II Inc., Guðjón Már Guðjónsson, Skúli Mogensen and Registrant dated as of February 28, 2002.
10.4	Share Transfer Agreement between Microcell Capital II Inc. and Registrant dated as of February 28, 2002.
10.5	Specific Agreement No. 5 (OZ Instant Communications Platform License) between Microcell Labs Inc. and OZ Communications Co. dated as of February 28, 2002.



AMENDING AGREEMENT

ENTERED INTO AS OF FEBRUARY 28, 2002

AMENDING AMENDMENT (the "AMENDMENT ") between Microcell Labs Inc. ("MICROCELL") and OZ Communications Co. ("OZ CANADA") (formerly known as OZ.COM Canada Company and 3044016 Nova Scotia Company).

WHEREAS Microcell and OZ Canada entered into a General Co-operation and Development Agreement dated as of November 8, 2000 (the "AGREEMENT").

WHEREAS Microcell and OZ Canada wish to amend the Agreement.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Effective as of November 1, 2001, the Agreement is hereby amended as follows:

1.1 Sections 7.2, 7.3 and 7.7 of the Agreement are hereby deleted. For greater certainty, it is agreed by the parties that Microcell is forever released of its obligation to pay the Minimum Quarterly Charges set forth in Section 7.2, including the Minimum Quarterly Charges of November 15, 2001 and February 15, 2002.

2. Effective as of the date hereof, the Agreement is hereby amended as follows:

2.1 All reference to NSCO in the Agreement shall henceforth refer to OZ Canada.

2.2 Section 3.3 of the Agreement is hereby deleted.

2.3 Section 5.1 of the Agreement is hereby amended and replaced as follows:

For OZ Canada with respect to commercial matters ("Commercial Contact"):

Commercial Contact: Gilles Lapierre, VP and General Manager OZ Canada  
Business phone: (514) 390-1333  
Address: Windsor Station, Room 150  
1100, de La Gauchetiere West  
Montreal, Quebec H3B 2S2  
Fax: (514) 390-0011

With a copy to, for notice given under Section 11:

Commercial Contact: Gunnar Thoroddsen, General Counsel  
Business Phone: +354 535 0000  
Address: Snorrabraut 54, 105 Reykjavik, Iceland

2.4 All Specific Agreements entered into prior to the date hereof are hereby terminated and neither party shall have any right or obligation under any cancelled Specific Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, PROVINCE OF QUEBEC.

MICROCELL LABS INC.

OZ COMMUNICATIONS CO.

BY: /s/ JEAN-MARC FERLAND  
-----  
NAME: J. M. FERLAND  
TITLE: V. P.

BY: /s/ GILLES LAPIERRE  
-----  
NAME: G. LAPIERRE  
TITLE: V. P.

/s/ JOCELYN COTE  
-----  
JOCELYN COTE  
ASSISTANT SECRETARY

AMENDING AGREEMENT

TO A SHARE EXCHANGE AGREEMENT

ENTERED INTO AS OF FEBRUARY 28, 2002

BETWEEN: OZ COMMUNICATIONS, INC.  
("OZ")

AND: MICROCELL CAPITAL II INC.  
("MICROCELL")

WHEREAS Microcell and OZ entered into a Share Exchange Agreement dated as of November 8, 2000 (the "AGREEMENT").

WHEREAS Microcell and OZ wish to amend the Agreement.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Effective as of the date hereof, the Agreement is hereby amended as follows:

1.1 Sections 10 and 11 of the Agreement are hereby deleted in their entirety.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, PROVINCE OF QUEBEC.

MICROCELL CAPITAL II INC.

OZ COMMUNICATIONS, INC.

/s/ JEAN-MARC FERLAND

BY: /s/ JOCELYN COTE  
-----  
NAME: JOCELYN COTE  
TITLE: ASSISTANT SECRETARY

BY: /s/ GILLES LAPIERRE  
-----  
NAME: GILLES LAPIERRE  
TITLE: V. P.

AMENDING AGREEMENT

ENTERED INTO AS OF FEBRUARY 28, 2002

AMENDING AGREEMENT (the "AMENDMENT AGREEMENT") by and among GUDJON MAR GUDJONSSON and SKULI MOGENSEN (collectively, the "FOUNDERS"), OZ COMMUNICATIONS, INC. (formerly known as OZ.COM), a California corporation (the "COMPANY"), and MICROCELL CAPITAL II INC. (the "INVESTOR").

WHEREAS the Founders, the Company and the Investor entered into a Shareholders Agreement dated as of November 8, 2000 (the "AGREEMENT").

WHEREAS the Founders, the Company and the Investor wish to amend the Agreement.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Effective as of the date hereof, the Agreement is hereby amended as follows:

1.1 Section 1.5 of the Agreement is hereby amended and replaced by the following:

"The participation rights of Investor shall not apply to (a) any pledge, restricted transfer or hypothecation of Common Stock made by the Founders pursuant to a bona fide loan transaction, (b) any transfer to the Founders' ancestors or descendants or spouse or to a trustee for their benefit, (c) any bona fide gift. Any such pledgee, transferee or donee shall be known as a "Permitted Transferee."

1.2 The first sentence of Section 2 of the Agreement is hereby amended and replaced by the following sentence:

"At the 2002 Annual Meeting of the shareholders of the Company, and at that meeting only, each of the Founders will vote a sufficient number (when added to the shares of the capital stock of the Company owned by Investor) of shares of the capital stock of the Company which they are entitled to vote under any trust, voting agreement or proxy, in favour of the election of one nominee to the Board of Directors of the Company to ensure that Investor's nominee is elected."

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL, PROVINCE OF QUEBEC.

/S/ GUDJON MAR GUDJONSSON  
-----  
GUDJON MAR GUDJONSSON

/s/ SKULI MOGENSEN  
-----  
SKULI MOGENSEN

OZ COMMUNICATIONS, INC.

MICROCELL CAPITAL II INC.

/s/ JEAN-MARC FERLAND

By: /s/ SKULI MOGENSEN

-----  
SKULI MOGENSEN

By: /s/ JOCELYN COTE

-----  
Jocelyn Cote

## SHARE TRANSFER AGREEMENT

ENTERED INTO AT MONTREAL, PROVINCE OF QUEBEC, ON FEBRUARY 28, 2002

AMONG: MICROCELL CAPITAL II INC., a corporation incorporated under the laws of Canada, having its registered office in Montreal, Canada, ("MICROCELL");

AND: OZ COMMUNICATIONS, INC., a corporation incorporated under the laws of the State of California, United States of America, having its principal place of business in Reykjavik, Iceland, ("OZ");

WITNESSETH:

WHEREAS Microcell owns 11,405,860 common shares in the capital stock of OZ;

WHEREAS in consideration for its agreement to amend certain agreements between Microcell and certain of its affiliates and Oz and certain of its affiliates, Microcell wishes to transfer to OZ 5,299,160 common shares (the "TRANSFERRED SHARES") held by it in the capital stock of OZ;

WHEREAS OZ wishes to accept for cancellation the Transferred Shares held by Microcell.

NOW THEREFORE the parties hereto hereby covenant and agree as follows.

## ARTICLE 1

## DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS -- As used in this Agreement, the following terms have the following meaning:

1.1.1 "AGREEMENT" means this Share Transfer Agreement including its recitals, and all written instruments supplemental hereto signed by all the parties hereto, and any amendment or confirmation hereof;

1.1.2 "BUSINESS DAY" means any day, other than a Saturday, Sunday, or other day on which the majority of the branches of the principal commercial banks located in Montreal, Quebec are not open for business during normal banking hours;

1.1.3 "CLOSING DATE" means the date of this Agreement, and "Closing" means the completion of all the transactions contemplated hereby at the time of closing on the Closing Date;

1.1.4 "LIENS" means (i) all hypothecs, mortgages, pledges, privileges, liens, security interests, transfers of property in stock, security granted under the Bank Act (Canada), charges, leases, occupation rights, restrictive covenants, title defects and other encumbrances or rights of others of any nature whatsoever or however arising, and (ii)

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all actions, claims or demands of any nature whatsoever or howsoever arising; and "Lien" means any one of them;

1.1.5 "PARTIES" means Microcell and OZ and "Party" means either of them;

1.1.6 "PERSON" means an individual, a corporation, a partnership, a trustee or any unincorporated organization;

- 1.2 APPLICABLE LAW -- This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be construed and governed by, the laws of the Province of Quebec and the laws of Canada applicable therein.
- 1.3 RECITALS -- The recitals hereto form an integral part of this Agreement.
- 1.4 HEADINGS -- The titles and headings in this Agreement are solely for reference and shall not affect the scope, intention or interpretation of the provisions hereof.
- 1.5 GENDER -- In all cases where the context of this Agreement requires or permits same, the singular shall include the plural and the masculine shall include the feminine.
- 1.6 ENTIRE AGREEMENT -- This Agreement, and the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein and, the other documents to be delivered pursuant hereto.
- 1.7 SEVERABILITY -- Each provision of this Agreement shall be interpreted separately and the nullity of any provision of this Agreement shall not render the remaining parts of the Agreement null.
- 1.8 WAIVER -- No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be

bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

1.9 TIME -- shall be of the essence of this Agreement.

## ARTICLE 2

### TRANSFER

2.1 TRANSFER -- Microcell hereby agrees to transfer to OZ, and OZ hereby agrees to accept for cancellation the Transferred Shares.

2.2 CONSIDERATION -- As consideration for the transfer of the Transferred Shares, OZ has agreed to amend certain contracts by and between Microcell and certain of its affiliates and OZ and certain of its affiliates.

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## ARTICLE 3

### WARRANTIES AND REPRESENTATIONS OF MICROCELL

Microcell warrants and represents to OZ as follows and acknowledges that OZ is relying upon such representations and warranties in connection with the purchase by OZ of the Transferred Shares and that OZ would not have entered into this Agreement without the full benefit of such warranties and representations.

3.1 POWERS AND AUTHORIZATIONS -- Microcell has the capacity, power and authority and full legal right to enter into and execute this Agreement and to perform all of its obligations hereunder; Microcell has taken all necessary action to authorize the execution of this Agreement on its behalf by its officers, directors and shareholders and to authorize the performance of all of its obligations hereunder; this Agreement has been duly executed by a duly authorized person on behalf of Microcell and this constitutes valid and legally binding obligations of Microcell enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

3.2 TITLE TO TRANSFERRED SHARES -- Microcell shall transfer to OZ good and valid title to such Transferred Shares, free and clear of all Liens.

## ARTICLE 4



## WARRANTIES AND REPRESENTATIONS OF OZ

OZ warrants and represents to Microcell as follows and acknowledges that Microcell is relying upon such representations and warranties in connection with the sale to OZ of the Transferred Shares and that Microcell would not have entered into this Agreement without the full benefit of such warranties and representations.

- 4.1 CORPORATE STATUS -- OZ is a corporation duly incorporated, organized and is validly existing under the laws of the state of California (United States of America) and is in good standing under the laws of each jurisdiction in which it is carrying on business or in which it owns or holds property.
- 4.2 CORPORATE POWERS AND AUTHORIZATIONS -- OZ has the corporate capacity, power and authority and full legal right to enter into and execute this Agreement and all ancillary documents hereto and to perform all of its obligations thereunder. OZ has taken all necessary action to authorize the execution of this Agreement and its ancillary documents on its behalf by its officers, directors and shareholders and to authorize the performance of all of its obligations thereunder; this Agreement and such ancillary documents have been duly executed by a duly authorized person on behalf of OZ and this Agreement and its ancillary documents constitute valid and legally binding obligations of OZ enforceable against it in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

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## ARTICLE 5

### CLOSING

- 5.1 CLOSING -- At the time of closing on the Closing Date, Microcell shall deliver to OZ, the actual possession of the share certificate NC-05 representing 11,405,860 common shares of OZ, duly endorsed for transfer to OZ of the Transferred Shares and OZ shall issue in the name of Microcell a share certificate representing 6,106,700 common shares of OZ, representing the balance of the common shares held by Microcell in the capital stock of OZ.

## ARTICLE 6

### SURVIVAL OF REPRESENTATIONS AND WARRANTIES

6.1 SURVIVAL OF REPRESENTATIONS AND WARRANTIES -- All the warranties and representations and covenants and agreements made and given hereunder or in any agreement contemplated hereby shall continue to have full force and effect from the date of execution hereof, notwithstanding any verification made by any of the Parties, the whole subject to the following terms and conditions:

6.1.1 NO TIME LIMIT -- All of the warranties and representations set out in Sections 3.1, 3.2, 4.1 and 4.2, shall continue to have full force and effect for an unlimited period of time.

## ARTICLE 7

### MISCELLANEOUS

7.1 FURTHER ASSURANCES -- Each of the Party upon the request of the other Party, whether before or after the Closing, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers conveyances and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

7.2 SUCCESSORS IN INTEREST -- This Agreement and the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. OZ and Microcell may not assign this Agreement or any of its rights and obligations hereunder without the prior consent of the other Party.

7.3 NOTICES -- Any notice, direction or other instrument required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or by telex, telecopier or similar telecommunication device and addressed as follows:

(a) in the case of OZ, to it at:

OZ COMMUNICATIONS, INC.  
Snorrabraut 54  
105 Reykjavik, Iceland

-5-

Fax: +354 535-0080

Attention: Gunnar Thoroddsen, General Counsel

(b) in the case of Microcell, to it at:

MICROCELL CAPITAL II INC.  
1250 Rene-Levesque Blvd. West  
Suite 400  
Montreal, Quebec H3B 4W8  
CANADA  
Fax: (514) 846-6928

Attention: Vice-President, Legal Affairs

Any notice, direction or other instrument aforesaid shall be deemed to have been given and received, if sent by telex, telecopier or similar telecommunications device on the next Business Day following receipt of such transmission or, if delivered, to have been given and received on the date of such delivery. Any Party may change its address for service by written notice given as aforesaid.

- 7.4 EXPENSES --Microcell and OZ shall bear and pay all of their respective costs, expenses and fees (including, without limitation, legal counsel and accounting fees and disbursements) incurred by it in connection with the preparation, execution and consummation of this Agreement and the transactions contemplated hereunder; it being understood, whether or not the transaction contemplated in this Agreement and ancillary documentation closes, Microcell shall not be responsible and shall not assume any of OZ's transaction expenses.
- 7.5 COUNTERPARTS -- This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.
- 7.6 NO THIRD-PARTY BENEFICIARY -- Except as otherwise indicated herein, nothing in this Agreement shall confer any rights upon any Person or entity not a party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

OZ COMMUNICATIONS, INC.

By: /s/ GILLES LAPIERRE

-----  
Gilles Lapierre

MICROCELL CAPITAL II INC.

By: /s/ JOCELYN COTE

-----  
Jocelyn Cote



SPECIFIC AGREEMENT NO. 5

UNDER GENERAL CO-OPERATION AND DEVELOPMENT AGREEMENT,

DATED FEBRUARY 28, 2002

OZ INSTANT COMMUNICATION SOLUTION LICENSE

1 GENERAL

- 1.1 PARTIES. THIS SPECIFIC AGREEMENT (this "Agreement") is made and entered into this 28th day of February 2002, by and between Microcell Labs Inc. ("Microcell Labs"), a Canadian corporation with offices at 1250 Rene-Levesque Blvd West, Suite 400, Montreal, Quebec, Canada, and OZ Communications Co. ("OZ Canada") and is made under the general terms of a General Co-Operation and Development Agreement ("GCDA") entered into between OZ Canada and Microcell Labs on November 8, 2000, as amended on the date hereof.
- 1.2 RELATION TO THE GCDA. The terms of the GCDA shall apply to this Agreement except where they are inconsistent with the terms of this Agreement, and the defined terms used in the GCDA shall have the same meaning in this Agreement, unless the context would obviously require otherwise. For greater clarity, sections 8.8, 9, 10 and 12.4 of the GCDA shall apply to this Agreement.
- 1.3 SUBJECT AND PURPOSE OF THIS AGREEMENT. This Agreement sets forth the terms by which OZ Canada grants to Microcell Labs a license to use the OZ Instant Communication Solution ("ICS") software, as described in Exhibit A ("OZ Instant Communication Solution") and the rights licensed pursuant to this Agreement shall be deemed to be a Work Product for purposes of the application of the terms of the GCDA.
- 1.4 ADDITIONAL AGREEMENT. Integration, acceptance, installation, hosting, support and maintenance services are not included hereunder and will be provided by OZ Canada under additional specific agreement(s) to Microcell Labs. Any such services will be made available by OZ Canada at reasonable and competitive rates, which would be mutually agreed to. The licenses granted herein are expressly conditioned upon the purchase by Microcell Labs of annual support and maintenance contracts and upon the full and timely payment therefore.

2 DEFINITIONS

- 2.1 "Client Program" shall mean the proprietary OZ Instant Communication Solution application software modules residing on access devices as described in Exhibit A.
- 2.2 "CPU" shall mean a single computer or central processing unit.
- 2.3 "Documentation" shall mean a written guide describing the use and operation of the Client and Server Program, together with any related supporting documentation and marketing material.
- 2.4 "Licensed Locations" shall mean any of Microcell Labs's premises in Canada.

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- 2.5 "Server Program" shall mean the proprietary OZ Instant Communication Solution application software modules residing on server computers as described in Exhibit A. Server Program excludes related third-party software and hardware such as, but not limited to, Microsoft Windows operating system, Oracle database management system, voice bridging equipment, etc.

### 3 WORK PRODUCT DESCRIPTION

- 3.1 Work Product, under this Agreement, shall refer to the rights to the OZ Instant Communication Solution licensed pursuant to this agreement, any addition or improvements thereto shall be dealt with under separate agreement.

### 4 LICENSE GRANT

- 4.1 OZ Canada hereby grants to Microcell Labs, and Microcell Labs hereby accepts, subject to the terms and conditions set forth in this Agreement, a non-exclusive, non-transferable (except to an Affiliate), irrevocable license to use the Server Program and Documentation and to use and distribute the Client Program, only in Canada and only for its customer base situated in Canada, the whole as set forth in this Agreement. The license granted herein shall include:

- The right to use the licensed copies of the Server and Client Programs in executable form for internal operations on CPUs located only at Licensed Locations;
- The right to use and copy Documentation for Microcell Labs's internal operations at Licensed Locations;
- The right to make backup copies of the Client and Server Programs;

- The right to install copies of the Client and Server Programs on CPU fixed disk memory units; and
- The right to distribute the Client Program only to Microcell Labs's Canadian customers, for their use only, by allowing download of the Client Program from Microcell Labs's Internet website or by distributing the Client Program to Microcell Labs's customers by computer discs or other means of distribution.

4.2 In accepting the license granted in this Agreement by OZ Canada, Microcell Labs agrees that it shall not attempt to disassemble or reverse engineer the Client or Server Program.

4.3 Any rights not expressly granted to Microcell Labs have been retained by OZ Canada and are not included in this license.

## 5 AVAILABILITY

5.1 Server Program and Client Program related to the OZ ICS base system, the OZ Communities and the OZ Push-to-Talk applications (as described in Exhibit A) will be made available to Microcell Labs upon the respective general availability ("GA") date for each of the application. OZ Canada shall deliver reasonable notice to Microcell Labs of the GA date for each application.

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## 6 FEES

6.1 INITIAL THREE YEARS. The license granted hereunder shall be royalty free during the initial 3 years from the GA date of the respective application, as per Section 5.1. Section 8.5 of the GCDA shall specifically not apply to this license.

6.2 AFTER THE INITIAL THREE-YEAR PERIOD. Incremental capacity required after the initial 3-year period shall be purchased under a separate agreement at competitive market prices and on competitive terms and conditions. In-use capacity will be considered "fully paid up" under section 6.1 above. For the purpose of this Section 6, "Incremental capacity" shall mean the number of registered users of each of the OZ ICS base system, the OZ Communities and the OZ Push-to-Talk applications (as described in Exhibit A) in excess of the In-use capacity; and "In-use capacity" shall mean that number of registered users of each of the OZ ICS base system, the OZ Communities and the OZ Push-to-Talk applications as of the termination of the initial three-year period of this Agreement. For the purposes of

clarity, Incremental capacity shall be calculated individually for each of the OZ ICS base system, the OZ Communities and the OZ Push-to-Talk applications, not in the aggregate.

MICROCELL LABS INC.

OZ COMMUNICATIONS CO.

By: /s/ JEAN-MARC FERLAND

By: /s/ GILLES LAPIERRE

Title: VP

Title: VP

/s/ JOCELYN COTE

Assistant Secretary

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#### EXHIBIT A

#### OZ INSTANT COMMUNICATION SOLUTION DESCRIPTION

#### 1 OZ ICS 2.0

OZ ICS 2.0 enables mobile operators to expand their services beyond conventional telephony and to create new revenue streams from messaging and other services, by combining presence information to an advanced IM solution.

Designed with mobility of communications and services in mind, ICS offers the end user a simple, device-independent and secure way to use several ways to communicate with people as well as accessing services:

- PC Client application for Windows 98, ME, NT 4.x and Windows 2000,
- HDML (Handheld Device Mark-up Language) 3.0/3.1 client with Push capability
- WAP (Wireless Application Protocol) 1.2 client with Push capability
- Pocket PC client for Window CE 3.0

This ensures a broad reach of wired and wireless platforms.



A main feature of ICS is the centralised contact list. Using this, the user is able to see the Presence and Reachability status of other users and to initiate communication sessions with these users through simple click actions. Changes made to the contact list from one client are represented in others, ensuring up-to-date information available instantly.

The contact list displays the Reachability of all contacts and what communication methods are available towards a certain contact. When the end-user has decided to communicate with someone, the client will indicate the communication methods available for this contact. The end-user then initiates communication by simply selecting the preferred method.

The OZ ICS system consists of client applications and the Emerald Server. Communication between the clients and the Emerald Server is carried over the IP network, either fixed or mobile. Through gateways to other systems, such as SMS-C's, and the built in WTA (Wireless Telephony Application) functions, communication over the fixed and mobile telephony networks is provided.

ICS comes fully equipped with advanced tools for everyday maintenance and operation of both end-users accounts and the systems behaviour (including fault management and generation of charging records and statistics).

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ICS Communication sessions can be initiated from a PC, Pocket PC device, a WAP or HDML capable cell phones and a SMS enabled phone, to single Contacts or Groups. Messages can then be forwarded over different types of networks: wireline, wireless or IP networks.

The communication features in ICS 2.0 are:

- Instant messages
- Chat sessions between 2 or more contacts
- Selective Forwarding of Chat Invitation messages
- Phone call

Note: Different ICS clients offer different voice communications features based on device limitations and capabilities.

OZ Communities is a mobile-centric suite of community management and group communication services that enable communities to effectively come to life over mobile networks.

Mobile phone users, businesses, and mobile operator can easily create vibrant mobile communities and interact with community members, in real-time seamlessly across the mobile networks and the Internet.

OZ Communities provides mobile operators with:

- A set of truly SMS-centric features (unique SMS number for each community, easy SMS opt-in and opt-out, and 2-way SMS capabilities)
- SMS billing prefixes
- Polling request feature
- Seamless integration of mobile networks and Internet
- Feature set (that can be offered to current user base over legacy terminals) nearly compliant to the group services as defined by the Wireless Village standard and includes features that exceed the standard.

OZ Communities provides also very easy mechanisms to create or join a community, is device independent, provides real-time and intelligent delivery mechanisms based on user presence, and supports all types of mobile networks.

The OZ Communities application can be accessed through a WAP client and a web interface that can be fully integrated into the operator's portal supporting HTML and WML. Furthermore, the application uses a 2-way SMS capability to send and receive SMS messages to mobile phones.

3 OZ PTT

A presence-enabled PTT application is comprised of three major components:

- A PTT control application presenting contact and presence information to users
- A media bridging "conferencing system"

[PTT ARCHITECTURE OVERVIEW GRAPH]

The PTT Control Application serves to organize Push to Talk groups, present information on groups and participants to users, facilitate group formation and management, and extends access to the service to multiple methods and devices. It is the control point for all PTT events, and interfaces with the Operator to authenticate service use.

The Conferencing Media Server (CMS) operates over existing circuit switched networks without redeploying handsets. The Conferencing Media Server proposed is REDIvoice, from Voyant Technologies, which has the ability to handle PSTN calls today, and supports IP voice streams using industry standard CODECs.

Existing basic handsets (non-data capable, and data capable) as well as future handsets (data capable, J2ME/BREW, and future IP capable) will work with the solution.

The cornerstone of the OZ PTT solution is the carrier-grade, standards-based OZ Server. The OZ Server architecture is modular and seamlessly blends together the main PTT control application, group management, presence, and messaging. OZ provides a variety of clients to access the PTT service, including text

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messaging, WAP/HDML, Pocket PC, Win32 and a Web interface. The PTT solution is future-proof, as it will support next generation networks and handsets as they are introduced.

OZ PTT offers the ability to create and manage contact lists and groups essential to a fully featured PTT solution. It enhances the notion of basic PTT with the ability to detect and see the presence of other users in a PushToTalk group (e.g. on data capable handsets) and improves the expected result for a PushToTalk session. It extends the number of devices that can be used to initiate instant communication from the handset alone, to the desktop, PDA, or browser.