

**Must be Postmarked  
No Later Than  
March 25, 2009**

**In re Openwave Systems Securities Litigation  
c/o The Garden City Group, Inc.  
P.O. Box 9317  
Dublin, OH 43017-4217  
1-800-765-2442**



Claim Number:

Control Number:

**PROOF OF CLAIM AND RELEASE**

***DEADLINE FOR SUBMISSION MARCH 25, 2009.***

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**PART I - GENERAL INSTRUCTIONS**

1. It is important that you completely read and understand the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice") that accompanies this Proof of Claim and Release and the Plan of Allocation of Net Settlement Fund included therein (the "Plan of Allocation"). The Notice and Plan of Allocation describe the proposed Settlement that will resolve this Action, how the Class Members are affected by that Settlement, and the manner in which the Net Settlement Fund will be distributed, if the Settlement and the Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Proof of Claim and Release. By signing and submitting the Proof of Claim and Release, you will be certifying that you have read and that you understand the Notice.

2. TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, BY FIRST-CLASS MAIL, POSTAGE PREPAID, POSTMARKED ON OR BEFORE MARCH 25, 2009, ADDRESSED TO:

*In re Openwave Systems Securities Litigation*  
c/o The Garden City Group, Inc.  
P.O. Box 9317  
Dublin, OH 43017-4217

3. This Proof of Claim and Release is directed to all persons and entities who purchased or otherwise acquired common stock of Openwave between September 30, 2002 and October 26, 2006, inclusive, and who were injured thereby. Excluded from the Class are (a) the Defendants; (b) members of the immediate families of the Individual Defendants; (c) the subsidiaries and affiliates of Openwave; (d) any person or entity who is or, during the Class Period, was an officer, director, or controlling person of Openwave (including any of its subsidiaries or affiliates); (e) any entity in which any Defendant has or had a controlling interest; (f) the Defendants' directors' and officers' liability insurance carriers; (g) Merrill Lynch, Lehman Brothers, J.P. Morgan, and Thomas Weisel Partners (collectively the "Underwriters") and KPMG; (h) the respective subsidiaries and affiliates of the Underwriters or KPMG; (i) any person or entity who is or, during the Class Period, was a partner, officer, director or controlling person of any of the Underwriters or KPMG (including any of their subsidiaries or affiliates), (j) any entity in which any of the Underwriters or KPMG has or had a controlling interest, provided that any Investment Vehicle (as defined in the Stipulation) shall not be deemed an excluded person or entity by definition; and (j) the legal representatives, agents, affiliates, heirs, successors-in-interest and assigns of any such excluded person or entity. Also excluded from the Class are any putative Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.

4. "Class Member" means any person who is included in the definition of the Class and who did not timely submit a proper request for exclusion in accordance with the requirements set forth in the Notice.

5. "Authorized Claimant" means a Class Member who timely submits to the Claims Administrator a valid Proof of Claim and Release pursuant to the terms of the Stipulation that is approved for payment from the Net Settlement Fund.

6. IF YOU ARE NOT A CLASS MEMBER, OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A PROOF OF CLAIM AND RELEASE. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER. THUS, IF YOU FILE A REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY PROOF OF CLAIM AND RELEASE THAT YOU SUBMIT, OR WHICH MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

7. To recover as a Class Member, you must complete and sign this Proof of Claim and Release and mail it to the Claims Administrator postmarked on or before March 25, 2009. If you fail to file a timely, properly addressed, and completed Proof of Claim and Release, your claim may be rejected and you may be precluded from receiving any distribution from the Net Settlement Fund, but you will nevertheless be bound by the terms of the Judgment.

8. Submission of this Proof of Claim and Release does not ensure that you will share in the Net Settlement Fund. Distributions from the Net Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan of Allocation, which is subject to the Court's approval, is included in the Notice.



**PART I - GENERAL INSTRUCTIONS (CONTINUED)**

9. If you have questions concerning the Proof of Claim and Release, or need additional copies of the Proof of Claim and Release or the Notice, you may contact the Claims Administrator, The Garden City Group, Inc., at the above address or by toll-free phone at 1-800-765-2442 or you can e-mail your inquiries through or download the documents from the Claims Administrator's internet website, [www.OpenwaveSystemsSecuritiesLitigationSettlement.com](http://www.OpenwaveSystemsSecuritiesLitigationSettlement.com).

10. If you are a Class Member and you do not, or someone acting on your behalf does not, submit a timely request for exclusion from the Class, and if the Court approves the Settlement, you will be bound by the terms of any orders and judgments that the Court enters. You will be bound by such orders and judgments whether or not you submit a Proof of Claim and Release. The judgment enjoins the filing or continued prosecution of Settled Claims, and also releases the Settled Claims against the Released Parties, including those that are subject to pending lawsuits or arbitrations.

11. You are required to submit genuine and sufficient documentation for all your transactions in Openwave common stock during the period of September 30, 2002 through and including October 26, 2006. Documentation may be photocopies of stockbrokers' confirmation slips or stockbrokers' monthly statements reflecting your opening and closing balances for the months specified on the actual claim form, and in which transactions during the Class Period occurred. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL STOCK CERTIFICATES.**

12. The date of covering a "short sale" is deemed to be the date of purchase of Openwave common stock. The date of a "short sale" is deemed to be the date of sale of Openwave common stock. However, please note that "short sales" are not covered by the Plan of Allocation.

13. All joint purchasers must each sign this Proof of Claim and Release.

14. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim and Release on behalf of persons represented by them and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Openwave common stock; and
- (c) furnish herewith evidence of their authority to bind to the Proof of Claim and Release the person or entity on whose behalf they are acting. (Authority to complete and sign a Proof of Claim and Release cannot be established by stockbrokers only demonstrating that they have discretionary authority to trade stock in another's accounts.)

15. By submitting a signed Proof of Claim and Release, you will be swearing that you:

- (a) own(ed) the Openwave common stock you have listed in the Proof of Claim and Release; or
- (b) are expressly authorized to act on behalf of the beneficial owner(s) thereof.

16. By submitting a signed Proof of Claim and Release, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

**NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form listing all their transactions, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-800-765-2442, or visit its website [www.gardencitygroup.com](http://www.gardencitygroup.com), to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.



**In re Openwave Systems Inc. Securities Litigation**

**PART II - CLAIMANT INFORMATION**

**Beneficial Owner's Name (First, Middle, Last) / Joint Owner's Name**

**Street Address**

**City**

**State and Zip Code**

**Foreign Province**

**Foreign Country**

**Area Code**

**Telephone Number**

**(Daytime)**

**Area Code**

**Telephone Number**

**(Evening)**

**Email Address** *(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)*

**Social Security Number**

**or**

**Taxpayer Identification Number**

**Record Owner's Name (if different from beneficial owner listed above)**

**Check appropriate box (check only one box):**

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Joint Owners            | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> Corporation                | <input type="checkbox"/> Partnership             | <input type="checkbox"/> Trust        |
| <input type="checkbox"/> IRA                        | <input type="checkbox"/> Other (describe: _____) |                                       |

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions made in Openwave common stock) during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.


**PART III - OPENWAVE COMMON STOCK TRANSACTIONS**

- A. BEGINNING HOLDINGS:** State the number of shares of Openwave common stock the Claimant owned at the close of trading on **September 29, 2002**. If none, write "zero" or "0". If other than zero, be sure to attach the required documentation.
- B. PURCHASES:** List all purchases of Openwave common stock made during the period **September 30, 2002** through and including **October 26, 2006**. (NOTE: If you acquired your Openwave common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.) Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price*
/ /		\$ .	\$ .
/ /		\$ .	\$ .
/ /		\$ .	\$ .
/ /		\$ .	\$ .

\*excluding commissions, transfer taxes or other fees

- C. TOTAL PURCHASES:** State the total number of shares of Openwave common stock purchased during the period **September 30, 2002** through and including **October 26, 2006**.
- D. SALES:** List all sales of Openwave common stock made during the period **September 30, 2002** through and including **October 26, 2006**. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sales Price*
/ /		\$ .	\$ .
/ /		\$ .	\$ .
/ /		\$ .	\$ .
/ /		\$ .	\$ .

\*excluding commissions, transfer taxes or other fees

- E. UNSOLD HOLDINGS:** State the number of shares of Openwave common stock the Claimant owned at the close of trading on **October 26, 2006**, the last day of the Class Period. Be sure to attach the required documentation.

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS  
PLEASE PHOTOCOPY THIS PAGE AND CHECK THIS BOX   
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED**



## PART IV - RELEASE OF CLAIMS AND SIGNATURE

### Definitions

For the purpose of the Proof of Claim, defined terms have the following meanings. (Other defined terms have the meanings given them in the Stipulation and Settlement Agreement dated October 27, 2008 ( the "Stipulation").

"Effective Date" means the date the Judgment becomes Final (as defined in ¶1(s) of the Stipulation).

"Judgment" means the Order or Orders entered by the Court, if and upon approval of the Settlement, dismissing the Action with prejudice and without costs to any Released Party (except to the extent awarded by the Court), certifying the Class for settlement purposes, releasing all Settled Claims as against the Released Parties, and enjoining Class Members from instituting, continuing or prosecuting any action asserting any Settled Claims against any Released Party.

"Released Parties" means any and all of the Defendants and their past, present and future parent entities, affiliates, subsidiaries, predecessors, successors and assigns, and each of their past, present and future officers, directors, attorneys, auditors, accountants, advisors, consultants, insurers, employees, associates, controlling persons, representatives, underwriters and other agents, including their agents, assigns, spouses, heirs, executors, trustees, general and limited partners or partnerships, personal representatives, estates and administrators.

"Settled Claims" means any and all claims, causes of action, demands, rights, or liabilities (including but not limited to claims for violation of the federal securities laws, negligence, gross negligence, professional negligence, breach of duty of care and/or breach of duty of loyalty and/or breach of the duty of candor, fraud, breach of fiduciary duty, mismanagement, corporate waste, malpractice, breach of contract, negligent misrepresentation, unjust enrichment, self-dealing, violations of any state statutes or federal statutes, rules or regulations, including both known and Unknown Claims (as defined below)), that (1) have been asserted in the Consolidated Action; or (2) that could be or could have been asserted in this or any other forum by or on behalf of Lead Plaintiff or any Class Member based on, arising out of or in any way relating to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Consolidated Action, and which relate to Lead Plaintiff's or any Class Member's purchase, other acquisition, holding, sale or other disposition of Openwave's common stock during the Class Period. "Settled Claims" do not include, or in any way impair or affect, any claims that have been or may be asserted in the Consolidated Derivative Action or any other claim or cause of action belonging to Openwave (including, but not limited to, claims for breach of fiduciary duty, contribution, and violations of any state statutes or federal statutes, rules or regulations) that may be asserted against any of its current or former directors, officers or employees, including, but not limited to, the Individual Defendants. "Settled Claims" also do not include, or in any way impair or affect, any claims or rights that any current or former director, officer or employee, including the Individual Defendants, has or may have against Openwave, including, but not limited to, any and all rights of indemnification under any applicable indemnification agreement, Openwave's by-laws and charter, or Delaware law, which claims and rights are hereby expressly reserved.

"Unknown Claims" means (i) any and all Settled Claims that Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement, and (ii) any and all Released Parties' Claims that any Released Party does not know or suspect to exist in his, her or its favor at the time of the release described herein, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. For purposes of the discussion below, the Lead Plaintiff, Class Members and the Released Parties are collectively referred to as the "Releasing Parties." Except as expressly set forth herein, the parties stipulate and agree that upon the Effective Date, each party to this Stipulation shall expressly waive and all other Releasing Parties shall by operation of the Judgment be deemed to have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Releasing Parties may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims or the Released Parties' Claims, but, upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally,



**PART IV - RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)**

and forever settled and released any and all Settled Claims and any and all Released Parties' Claims as those terms are defined herein. The parties to this Stipulation acknowledge, and all other Releasing Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and was a key element of the Settlement.

**The Release**

I (we) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, ***including Class Members who have pending or later initiate any other actions, arbitrations, or other proceedings against Openwave, any of the Individual Defendants, or any other Released Party relating to the Settled Claims***, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released relinquished, settled and discharged all Settled Claims against each and every one of the Released Parties, including such Settled Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member.

**SIGNATURE AND CERTIFICATIONS**

By signing and submitting this Proof of Claim and Release, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

1. that the Claimant(s) is a (are) Class Member(s), as defined in the Notice;
2. that I (we) have read and understand the contents of the Notice and the Proof of Claim;
3. that I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Class;
4. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in Openwave common stock;
5. that I (we) own(ed) the Openwave common stock identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;
7. that Claimant(s) desires (desire) to participate in the settlement described in the Notice and agrees (agree) to the terms and conditions thereof;
8. that I (we) submit to the jurisdiction of the United States District Court for the Southern District of New York for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim;
9. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties or the Court may require;
10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim; and
11. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.



<b>PART IV - RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)</b>
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**NOTE:** If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
Print Name of Joint Claimant

\_\_\_\_\_  
Date

***If Claimant is other than an individual, or is not the person completing this form,  
the following also must be provided:***

\_\_\_\_\_  
Signature of Person Completing Form

\_\_\_\_\_  
Print Name of Person Completing Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity of Person Signing (Executor, President, Trustee, etc.)

## REMINDER CHECKLIST

1. Please sign the Certification Section of the Proof of Claim and Release form.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 1-800-765-2442.
7. If you move, please send us your new address to:

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**c/o The Garden City Group, Inc.**  
**P.O. Box 9317**  
**Dublin, OH 43017-4217**

8. **Do not use highlighter on the Proof of Claim form or supporting documentation.**

**THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN  
MARCH 25, 2009 AND MUST BE MAILED TO:**

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**P.O. Box 9317**  
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**ACCURATE CLAIM PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

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