Terms and Conditions of Application Signing for Ovi Store Publishers

You are entering into this Agreement as an individual or on behalf of the company, partnership or business that you represent. This Agreement is between you or the entity you represent and Nokia Corporation.

Please read this Agreement carefully. This Agreement sets out the terms under which the Application Signing for Publishers is made available to you. In addition to this Agreement, Ovi Store Publisher Registration and Distribution Agreement shall govern your submission of the Applications and distribution of the Signed Applications.

THIS AGREEMENT INCLUDES THE FOLLOWING IMPORTANT TERMS:

- You need to have a publisher account for the Program to be able participate in Application Signing for Publishers.

- With the exception of such applications that are subject to Testing in connection with Java Verification, only Applications with a valid UID may be accepted into Application Signing for Publishers.

- The certificate(s) that are attached to your Application may be replaced by Nokia when replacement is necessary for the purpose of your planned Application distribution through the Program.

- You are allowed to distribute the Signed Applications solely through the Program.

- You use reasonable care to ensure that your Applications are free from Malware or Spyware and do not cause harm to data, software, or systems of Target Devices.

- You will co-operate with Nokia and Nokia Partners in investigating and resolving any security or operational issues.

- Nokia or Nokia Partners may revoke any Content Certificate associated with your Signed Application in certain specified circumstances.

- Nokia's and Nokia Partners' liability to you is limited.

- You indemnify Nokia against any loss it suffers in connection with your Applications and/or Signed Applications.

1.   Scope of this Agreement

1.1.   This Agreement sets out the terms and conditions that apply to your participation in Application Signing for Publishers. Ovi Store Publisher Registration and Distribution Agreement applies to your submission of the Applications and the distribution of the Signed Applications. In the event of any inconsistency between this Agreement and Ovi Store Publisher Registration and Distribution Agreement, the terms and conditions of Ovi Store Publisher Registration and Distribution Agreement shall prevail.

1.2   This Agreement allows you to submit applications for testing by Nokia and for Applications that pass the Testing and are signed accordingly (Signed Applications), to distribute such Signed Applications through Ovi Store.

1.3.   This Agreement does not give you any other rights or benefits in relation to Signed Applications. In particular, but without limitation, this Agreement does not grant you any rights to use the name of Nokia, Nokia Partners or any third party or to use any trade marks (including without limitation logos) of Nokia, Nokia Partners or any third party. For the avoidance of doubt, any use of Java marks (including without limitation word marks such as "Java Verified" and logos such as Java Powered logo) are subject to a separate agreement between you and Oracle America, Inc.

1.4   You are solely responsible of the Applications and Signed Applications in all matters, including but not limited to of complying with all applicable laws and regulations when making, marketing and distributing such applications to the end users.

2.   Definitions

2.1.   In this Agreement, the following words or expressions have the following meanings:

"Agreement"	Means these Terms and Conditions of Application Signing for Ovi Store Publishers;
"Application"	Means each software program or, if applicable, content you submit through the Program for Testing;
"Application Signing for Publishers"	Means the Application Signing for Ovi Store Publishers program established and operated by Nokia for the digital Signing of Applications which have passed Testing;
"Capability"	Means the access rights to sensitive resources that may be granted to you by certifying your application installation file when the Application has passed the Testing. For the sake of clarity, Capability has similar meaning as the term "permission" used commonly in connection with "JavaVerified" program and Capability is used in this Agreement also in connection with Java Verification;
"Certificate Authority"	Means Nokia or a Nokia Partner performing certification, authentication, Signing and/or revocation services as part of Application Signing for Publishers;
"Conformance Statement"	Means the statement completed by you relating to an Application, conforming that the Application meets specified criteria and/or providing other required or requested information on such Application (including without limitation sample questionnaire and flow diagram in connection with Java Verification);
"Content Certificate"	Means a certificate used to sign an Application so it becomes a Signed Application;
"Java Verification"	Means verification of Applications for the Java ME Platform included in the Target Devices in accordance with the "JavaVerified" program.
"Malware"	Means (i) any program code, programming instruction or set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, handsets, other devices, or network functionalities, including, without limitation, viruses, worms, Trojan Horses, spy ware, time bomb or other software bombs, and programs deliberately carrying out a useless, disruptive, or destructive function not justified by the legitimate running of an application, such as, without limitation, creating billable events (e.g., calls, SMS, network connection), changing settings, lowering security of the mobile terminal or gathering, forwarding, manipulating, or destroying information of or about the user without appropriate permission (e.g., no permission, misleading the user to answer security related questions, etc.) or other malicious code;
"Nokia"	Means Nokia Corporation and its affiliates;
"Nokia Partners"	Means (i) Symbian in connection with Signing of Applications with Symbian certificates, (ii) UTI in connection with Java Verification, and/or (iii) any other relevant third party (including without limitation operators in connection with Signing of Applications with operator specific certificates) cooperating directly or indirectly with Nokia to provide Application Signing for Publishers.
"Personal Data"	Means personal data as defined in the applicable EU Directive (Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any subsequent amendments thereof and other related directives) as well as other personal data of the end users.
"Program"	Means the program related to Ovi Store distribution that you are participating under Ovi Store Publisher Registration and Distribution Agreement.
"Signed Application"	Means an Application which has passed the Testing and been signed (i) either with the Content Certificate for the purposes of distribution through the Program, or (ii) by the Certificate Authority with one or more private key(s) associated with the applicable root certificate(s), as applicable;

"Signing"	Means attaching one or more Content Certificates to an Application and/or Java Verification;
"Spyware"	Means any program code, programming instruction or set of instructions designed to collect personal user information or perform actions without the user's informed consent;
"Symbian"	Means Symbian Software Limited;
"Target Device"	Means any wireless device with Java ME Platform and/or operating either on Symbian (previously known as S60) operating system ("OS") or Meego OS;
"Test Criteria"	Means the technical, functional and operational criteria provided by Nokia or Nokia Partners against which an Application is tested as part of Application Signing for Publishers.
"Testing"	Means the testing of an Application against the Test Criteria carried out by Nokia or Nokia Partners;
"Test Report"	Means the report and any related information provided to you by Nokia or Nokia Partners describing the results of Testing they have carried out on your Application;
"UID"	Means a Unique Identifier, being a 32-bit number used to uniquely identify an Application, provided by Symbian for the purposes of Application Signing;
"UTI"	Means Unified Testing Initiative, an industry group comprised of handset manufacturers, carriers, and technology providers, managing "JavaVerified" program for verification of mobile applications for the Java ME Platform.
"You" or "you"	Means you or the company, partnership, or business you represent, and "your" shall be construed accordingly.

3. Duration

3.1   This Agreement shall commence on the date of your signature.

3.2   This Agreement shall remain valid until terminated in accordance with Section 16.

4. Use of the Application Signing for Publishers

4.1   After you have indicated your interest in Application Signing for Publishers, Nokia may provide you Test Criteria, Conformance Statement and UID(s) for the purposes of Application Signing for Publishers. Before any application is accepted for Testing, you need to (i) receive an UID from Nokia and identify the applicable application with such UID unless the application already has an UID or is intended to be made subject to Testing in connection with Java Verification, (ii) carry out your testing of the application against the Test Criteria and/or make sure that the application complies with the Test Criteria, and (iii) complete and provide to Nokia a Conformance Statement for the tested application if such statement is required by Nokia.

4.2   You may use UID(s) you have received from Nokia solely as set forth above in Section 4.1. In completing each Conformance Statement, all information you provide shall be true, accurate, current and complete in all respects.

4.3   Only such applications that are submitted for Testing through the Program and meeting the requirements set forth in the terms and conditions of the Program may be submitted and accepted into Application Signing for Publishers.

5. Submission of Applications

5.1.   You may submit Applications solely in accordance with the terms and conditions of Section 4 above.

6. Testing

6.1.   Testing of the Applications may be carried out by Nokia or Nokia Partners at Nokia's sole discretion. Nokia cannot and does not guarantee that Testing services will be provided to you.

6.2.   Should Nokia perform or have performed the Testing on your Application, Testing shall be provided free of charge.

6.3.   Following Testing of your Application, Nokia may provide you with a Test Report. You acknowledge that Nokia is not responsible for the contents of the Test Report. You agree to keep the details of the Test Report confidential and not to disclose it to third parties.

6.4.   You understand and agree that Nokia and Nokia Partners may use the Test Report for the purpose of the provision of Application Signing for Publishers and the operation of Program. You agree that Nokia may store and use the Test Reports and any information received from you under this Agreement to fulfil its obligations under other agreements (including without limitation the agreement between Nokia and UTI regarding "JavaVerified" program).

6.5   You acknowledge that Nokia or Nokia Partners have no liability to you and you have no cause of action and may not seek recourse against Nokia or Nokia Partners relating to the Testing, the Test Report and/or this Agreement. You acknowledge that you may not seek refund of fees or damages against Nokia or Nokia Partners for work or services provided by Nokia or Nokia Partners under this Agreement.

7. Signed Application

7.1   Application which successfully completes Testing may be selected for Signing. Nokia shall select the appropriate Content Certificate(s) to be used in Signing in accordance with the Target Devices you have selected for the Application through the Program. Once signed by the Certificate Authority the Application shall become a Signed Application. The Signed Application may then be accepted by Nokia for Ovi Store distribution.

7.2   In order to fulfil its obligations under the agreement between Nokia and UTI regarding "JavaVerified" program, Nokia may need to provide your Signed Application for UTI (or a third party assigned by UTI) for evaluation, inspection and testing. You will provide all reasonable assistance necessary for Nokia to allow UTI to: (i) perform such audits and ensure the compliance of the Signed Application with the requirements of this Agreement, and (ii) receive access to the Signed Application and all written records relating thereto. If, following the audit or at any other point in time, UTI determines, in its sole discretion, that the audited Signed Application no longer meets the requirements of this Agreement, the Application shall no longer be deemed a Signed Application, and you shall remove the Application from the Program.

7.3   In relation to each Signed Application, you:

7.3.1   will not attempt to modify, adapt, reverse engineer or otherwise interfere with the Signed Application, including any associated Content Certificate(s);

7.3.2   shall only distribute the Signed Application in whole, unaltered form, and only through the Program;

7.3.3   shall not misrepresent to any third party the meaning of any Application being a Signed Application, nor shall you misrepresent the meaning or significance of Application Signing for Publishers;

7.3.4   shall maintain the quality of the Signed Applications in a manner that is at least at a level: (a) commensurate with your overall reputation for quality products; and (b) that meets or exceeds industry standards; and

7.3.5   shall provide the Signed Application for subsequent testing by Nokia or Nokia Partners, as may be requested by Nokia.

7.4   For the avoidance of doubt, the restrictions and obligations set forth above in Section 7 regarding the Signed Application shall not apply or restrict any of your rights (including without limitation the right to modify and distribute) regarding your other applications.

8. Nokia's Responsibilities

8.1   Nokia has no obligation but has the right for Testing and Signing.

8.2   Nokia reserves the right to suspend, restrict, or terminate access to the Application Signing for Publishers for any reason at any time.

9. Your Responsibilities

9.1.   You will co-operate with Nokia and Nokia Partners in investigating and resolving any security or operational issues relating to or arising out of use of Applications or Signed Applications, including without limitation any improper disclosure of Personal Data or breach of intellectual property rights of Nokia or any third party (including without limitation Nokia Partners) by the Applications or Signed Applications.

9.2.   You represent and warrant that:

9.2.1   you have not introduced any Malware, Spyware or similar items into your Applications;

9.2.2   you have taken all reasonable steps and actions consistent with prevailing industry standards to ensure that no Malware or Spyware is, or to the best of your knowledge will be, included, coded or introduced into any Application or Signed Application by any third party. You agree to promptly notify Nokia if Malware or Spyware is discovered to have been coded or introduced by you, or a third party on your behalf, or you become aware or has knowledge of Malware or Spyware contained in or associated with Application or Signed Application, and you shall promptly cease, refrain, and retract all use of such Application or Signed Application;

9.2.3   your Applications do not impair or otherwise adversely affect the operation of any smart phone, computer or other device on which your Applications are intended or are likely to be run, nor any system or network with which such smart phone, computer or device may connect to, nor do they prevent or hinder access to any program or data, nor do they impair the operation of any program or the reliability of any data; and

9.2.4   each Conformance Statement is (i) true, accurate, current and complete, (ii) will be updated promptly to maintain its accuracy, and (iii) does not infringe any intellectual property rights of any third party;

9.2.5   the Application does not infringe any intellectual property rights of any third party; and

9.2.6   you give prompt notice to Nokia of the substance of any complaint by any end user or other third party that the Signed Application may not meet the Test Criteria or this Agreement.

9.3   You will use the Capabilities only as expressly allowed in this Agreement. Your right to use the Capabilities is subject to each relevant OS release version requiring the Application/Signed Application to be equipped with the Capabilities to interoperate properly with the Target Devices.

9.4   Each Application/Signed Application shall only request Capabilities that the Application/Signed Application reasonably requires for its intended use, and shall not request any Capabilities that are not required by the Application/Signed Application for its normal operational use.

9.5   To minimize the risk of unauthorized distribution of digital rights management ("DRM") protected data, you warrant that you will not use the content access framework and that you ensure that no DRM protected data stored in files accessed by any components of the Applications or Signed Applications is made available in an unprotected form.

9.6   You warrant that you will maintain and document industry leading testing processes and security measures with respect to your use of the Capabilities.

9.7   You will allow Nokia to audit the security measures agreed above in Section 9.6, including also the audit of any Applications/Signed Applications and/or updates with the Capabilities. At your request, Nokia will use an independent audit firm to conduct the audit at Nokia's expense.

9.8   Any breach of Sections 9.3 – 9.7 entitles Nokia to receive damages covering in full any damage, cost and/or loss to Nokia and/or its affiliates arising from the breach.

10. Platform Security

10.1 Each Application shall only use Capabilities in accordance with the recommended practice set out in documentation made available by Nokia from time to time.

10.2 You shall not submit Applications which compromise or seek to compromise platform security of Java ME Platform, Symbian OS or Meego OS or the associated user interfaces, or the security of the Target Devices.

11. Indemnity

11.1 You will indemnify Nokia against all claims, losses, liabilities, costs, damages and expenses incurred by Nokia arising out of or in connection with:

11.1.1 any breach by you of these terms and conditions;

11.1.2 any Malware or Spyware in Applications or in Signed Applications that is discovered to have been coded, introduced, or caused by you, or a third party on your behalf; and

11.1.3 any use by any third party of your Applications or Signed Applications.

11.2 Nokia or Nokia Partners have no obligation to indemnify you nor to guarantee or provide any warranty in relation to Applications or Signed Applications.

12 Licence

12.1 In addition to the licenses grants in connection with the Program, you grant to Nokia in relation to each Application, a worldwide, non-exclusive, royalty-free licence to use the Application for Testing and Signing. For the avoidance of doubt, you also grant Nokia the right to (i) replace any existing certificates attached with the appropriate Content Certificate(s), and (ii) modify the Application otherwise, but solely to the extent such replacement or modification is required for the purpose of the distribution of the Application for the Target Devices.

12.2 Subject to Java Verification, UTI may use your name (and logo if applicable) to identify you and the related Signed Application on UTI's websites and in marketing or other informational material relating its "JavaVerified" program. This material will include, without limitation, a listing of companies and the Applications that have met the Java Verification Test Criteria or a description of the related Signed Application. You grant Nokia the right to sublicense to UTI a limited, non-exclusive, royalty free license to use the related Signed Application in connection with the promotion of the UTI's "JavaVerified" program (e.g., demonstration and testing to generate program statistics). UTI shall own all right, title, and interest in and to all of UTI's marketing materials in connection with its "JavaVerified" program and the related Signed Application.

13 Revocation

13.1 Nokia or Nokia Partners may at their sole discretion (and for the avoidance of doubt, without consulting or notifying you), procure the revocation of any Content Certificate(s) relating to any of your Signed Applications. Causes for revocation may include, but are not limited to:

13.1.1 the Signed Application should not have passed the Testing and become a Signed Application, because the underlying Application did not satisfy the Test Criteria and/or is otherwise unsuitable for Ovi Store distribution;

13.1.2 the Signed Application is not well behaved on the Target Device for which it is intended or with which it could reasonably be expected to be used, where "well behaved" means it runs without error and calls API's in the manner in which they are intended to be called;

13.1.3 the Signed Application behaves in a manner which can reasonably be considered harmful to data or software on or the operation of devices or networks;

13.1.4 the Signed Application breaches one or more of the warranties in Section 9;

13.1.5   you request a Content Certificate for that Signed Application to be revoked; or

13.1.6   the Signed Application compromises or could potentially compromise platform security on a smart phone, computer or other device.

14.   Disclaimer

14.1   You agree that your participation in the Application Signing for Publishers is solely at your own risk and is offered on "as available" basis.

14.2   Nokia expressly disclaims all representations and warranties of any kind in connection with this Agreement, whether express or implied, including but not limited to any implied warranties of quality, fitness for a particular purpose and non-infringement.

14.3   Nokia does not make any warranty as to the results or consequences of your participation in Application Signing for Publishers.

14.4   Nokia does not make any warranty that the services it provides under this Agreement will meet your requirements or that they will be uninterrupted, timely, secure or error free.

14.5   Nokia does not make any warranty as to the results or consequences of your use of any services that Nokia provides under this Agreement.

14.6   Any material or data that you download or otherwise obtain through your participation to the Application Signing for Publishers is used at your own discretion and risk.

14.7   No advice or information, whether written or oral, obtained by you from Nokia or through its services under this Agreement shall create any warranty not expressly made in this Agreement. You may not rely on such information or advice.

14.8   Nokia is not responsible for and shall have no liability with respect to any services and/or products that may be provided to you by any third party, including without limitation, Nokia Partners.

15.   Limitation of Liability

15.1   Nokia does not limit its liability for death or personal injury to the extent it arises as a result of Nokia's negligence or the negligence of Nokia's directors, employees or sub-contractors.

15.2   In no event will Nokia be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, or otherwise arising in connection with this Agreement.

15.3   Except as set out above, Nokia's total liability to you under this Agreement shall not exceed €5,000.

15.4   For the sake of clarity, in no event will Nokia Partners be liable for any damages to you under this Agreement.

16.   Termination

16.1   Nokia may terminate this Agreement immediately at any time by notice in writing to you.

16.2   You may terminate this Agreement immediately at any time by notice in writing to Nokia.

16.3   The termination of this Agreement shall not affect the validity of the Ovi Store Publisher Registration and Distribution Agreement but you must discontinue the distribution of Signed Applications unless otherwise instructed by Nokia. The termination of this Agreement shall be without prejudice to any other rights or remedies of a party may be entitled to and shall not affect any accrued rights or liabilities of either party.

16.4   Sections 9, 11, 12.2, 13, 14, 15, 16.4 and 19 shall survive the termination of this Agreement together with any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

17. Modification of this Agreement

17.1 Nokia reserves the right to change these terms and conditions of the participation to the Application Signing for Publishers at any time without cause. Such changes will become effective as soon as they are notified to you and by continuing to participate to the Application Signing for Publishers (through distribution of Signed Applications or otherwise) following such changes you will be deemed to have accepted such changes. You must terminate the agreement and discontinue the distribution of Signed Applications if you do not accept such changes unless otherwise instructed by Nokia.

18. Assignment

18.1 You may not assign or otherwise transfer your rights or obligations under this Agreement without Nokia's prior written consent.

18.2 Nokia Corporation may assign or otherwise transfer its rights and obligations under this Agreement to an affiliate of Nokia Corporation without your consent.

19. General

19.1 This Agreement shall be governed by the laws of Finland without regard to its conflict of law provisions. Any disputes arising out of or relating to this Agreement shall be resolved in arbitration under the Rules of Arbitration of the Chamber of Commerce of Helsinki, Finland. The arbitration tribunal shall consist of one (1) arbitrator. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland and the process shall be conducted in the English language. In addition, Nokia may at its option seek interim relief in any court in which the underlying action giving rise to the need for the relief arose and you consents to the jurisdiction of the court for this purpose.

19.2 Any dispute, controversy or claim arising out of or relating to this Agreement including but not limited to the possibility or existence of the proceedings, the proceedings themselves, oral statements made during the course of the proceedings, documents and other information submitted by the parties or prepared by the court or the arbitrator(s), and the final award shall be confidential.

19.3 The failure of either party to enforce any right, power or remedy provided by law or under this Agreement does not constitute a waiver of such term and shall not affect the right later to enforce that or any other term of this Agreement.

19.4 The illegality, invalidity or unenforceability or any term of this Agreement, to any extent under the law of any jurisdiction, shall not adversely affect the legality, validity or enforceability of the remaining terms of this Agreement, or of any part of this Agreement in any other jurisdiction.

19.5 Except for the Ovi Store Publisher Registration and Distribution Agreement, this Agreement sets forth the entire agreement between Nokia and you regarding its subject matter and supersedes and excludes all prior agreements or arrangements.

19.6 Nokia shall have the right to use Nokia Partners and/or subcontractors to perform its obligations under this Agreement and the rights and licenses under this Agreement are hereby also granted to Nokia Partners and Nokia's subcontractors for the purpose of the provision of Application Signing for Publishers and the operation of Program.

This Agreement will be executed by your signature below and shall become valid between the parties on the date of your signature.

Signature: _____ Date: _____

Name, Title: _____ Company: _____

Address: _____