THE JAVA™ VERIFIED PROGRAM AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY CLICKING ON THE "ACCEPT" OPTION, BELOW, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AS OF THE DATE YOU CLICK THE "ACCEPT" OPTION. IF YOU DO NOT CLICK THE "ACCEPT" OPTION YOU WILL NOT BE ABLE TO USE THE VERIFICATION LOGO (AS DEFINED BELOW) AND JAVA MARK (AS DEFINED BELOW) IN CONNECTION WITH MARKETING, ADVERTISING, DISTRIBUTION, SALE AND OFFERING FOR SALE OF YOUR APPLICATION AND ANY RELATED DOCUMENTATION WHICH HAVE BEEN SUBJECT TO VERIFICATION FOR THE J2ME PLATFORM THROUGH TESTING UNDER THE UNIFIED TESTING CRITIERA.

The Java™ Verified Program Agreement (this "Agreement") is entered into as of the Effective Date by and between Sun and Developer as identified below. In consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions as follows. Defined terms appear in Section 13 below.

DEVELOPER [THIS SECTION MUST BE COMPLETED ONLY WHEN SUBMITTING A HARD COPY.]
Company Name:_____
Company Mailing Address:_____
City:_____
State:_____
Postal Address:_____
Country:_____
E-mail Address:_____
Name/Title of Application to be covered by this Agreement:_____

HARD COPIES MUST BE MAILED TO THE FOLLOWING ADDRESS:
Attn: JVPA Program Manager
Sun Microsystems, Inc.
222 N. Sepulveda Boulevard, Floor 10
El Segundo, California 90245

To expedite processing when submitting a hard copy by mail, Developer should also send a scanned, clear copy of the signed Agreement to jvp_program@sun.com.

1. PROGRAM DESCRIPTION
1.1 PROGRAM. The Program is a collaborative industry effort to Test and digitally sign software applications designed to run on the Java Micro Edition ("Java ME™") Platform. In cooperation with the Unified Testing Initiative ("UTI"), an industry group comprised of handset manufacturers, carriers, and technology providers, Sun wishes to verify mobile applications based on Java technology in order to promote and increase the availability of high quality applications for the mobility market. The Program offers participants a Digital Signature, as well as a non-exclusive license to use the Verification Logo in connection with applications that pass certain testing specifications under the Unified Testing Criteria and other requirements as set forth in this Agreement
1.2 COST AND EXPENSES. Developer will bear all costs and expenses associated with its participation in the Program.

2. LICENSE GRANT
2.1 GRANT TO DEVELOPER. Subject to and conditioned upon: (a) Developer's Application successfully passing and complying with the Verification Requirements and the Program Documentation and (b) Developer's compliance with all of the terms in this Agreement, Sun grants to Developer, for the Term and within the Territory, a limited, non-exclusive, non-transferable, royalty-free, revocable license to use the Verification Logo and Java Mark in connection with only the marketing, advertising, distribution, sale, and offering for sale of the Verified Application. Developer is granted no other right, title, license to, or interest in the Verification Logo and Java Mark for any purpose and specifically is granted no right to sub-license the Verification Logo or Java Mark. This grant does not extend to Developer's subsidiaries, affiliates, suppliers, distributors, dealers, agents, customers, or other third-party entities.
2.2 TERRITORY. Sun may eliminate any jurisdiction from the Territory if it determines, in its sole judgment, that use or continued use of the Verification Logo or Java Mark in such jurisdiction may subject Sun or a third party to legal liability, or may jeopardize Sun's rights in the Verification Logo, Java Mark, or any other Sun Trademarks in such jurisdiction. In such event, within thirty (30) calendar days of receipt of Notice from Sun, or such earlier date as may be required by court or judicial order, Developer shall promptly cease all use of the Verification Logo, Java Mark, and any other Sun Trademarks in such jurisdiction.
2.3 NO LIMITATION ON USE. Nothing in this Agreement shall (a) prohibit either party from offering to customers, directly or indirectly, products, services, or other items that are similar to those of the other or (b) limit or restrict in any way or manner any right of Sun to register, defend, protect, maintain, encumber, transfer, license, access, reference, use, exploit, enforce, practice, or refrain from doing, any of the foregoing with regard to any of the Sun Trademarks in any way anywhere in the world for any purpose.

2.4 AMENDMENT/REPLACEMENT TRADEMARK. Sun reserves the right to amend or replace the Verification Logo and Java Mark in its sole discretion. Upon Notice from Sun, Developer shall cease use of the prior Verification Logo and/or Java Mark as quickly as reasonably and commercially possible in connection with the Verified Application and all materials associated thereto, and replace it, at no cost to Sun, with a new trademark or logo supplied by Sun.

3. VERIFICATION REQUIREMENTS

3.1 COMPLIANCE WITH PROGRAM. Developer's use of the Publisher ID, Digital Signature, Verification Logo and Java Mark in connection with the Verified Application must comply with the Verification Requirements and the requirements of the then-current Program Documentation. Failure to comply with any of the obligations in this Section 3 shall constitute a material breach of this Agreement.

3.2 ACCURATE INFORMATION. Developer represents and warrants that the Application and data provided by Developer pursuant to the Program: (a) are current and accurate at the time of disclosure to Sun, (b) will be updated promptly to maintain its accuracy, and (c) do not infringe any Intellectual Property Rights of any third party. Such representation and warranty also applies to information provided for authentication purposes related to validation of certificate changes (e.g., change of company address). Such representation and warranty applies until either the related certificate(s) expire, or the Term plus five (5) years thereafter, whichever comes first.

3.3 MALWARE OR SPYWARE. Developer represents and warrants that, to its knowledge, no Malware or Spyware is, or will be, included, coded or introduced into a Verified Application or any Application submitted by Developer through the Program. Developer agrees to promptly notify Sun if Malware or Spyware is discovered to have been coded or introduced by Developer, or a third party on its behalf, or Developer becomes aware or has knowledge of Malware or Spyware contained in or associated with its Verified Application or Application submitted through the Program, and Developer shall promptly cease, refrain, and retract all use of such Application. If an Application submitted for signing is proven to include Malware or Spyware, the Application and any related certificates may be revoked.

3.4 CERTIFICATE HANDLING. Developer shall promptly notify Sun if Developer knows or suspects that: (a) a private key matching a Certificate is stored within a security token and such token is lost, or (b) if a private key has been cloned, made public, lost, stolen, intercepted or otherwise misdirected or disclosed. Developer further agrees to accept that such Certificate will be revoked. In addition, Sun may revoke the Digital Signatures for any Applications which have been signed by the Certificate Authority on behalf of the Program.

3.5 DEVELOPER AND APPLICATION AUTHENTICATION. Developer agrees to acquire a valid Publisher ID from a source specified by the Program <see javaverified.com> and to digitally sign all Applications submitted to the Program using such Publisher ID. Developer agrees that Developer will not submit any false or misleading information in the acquisition or use of such Publisher ID.

3.6 VERIFICATION CRITERIA. To be deemed a Verified Application, a Developer's Application and all versions of such Application which are submitted to the Program must: (a) be signed with a valid Publisher ID, (b) not contain, introduce, or cause Malware or Spyware and (c) be determined by Sun, in its reasonable discretion, to meet or surpass the latest release of the applicable Unified Testing Criteria published by Sun at the time Developer submits its Application for Testing under the Unified Testing Criteria. Testing will be conducted by Sun or an approved third-party entity or individual as designated by Sun. Such third party shall be bound by a written agreement to keep confidential all of Developer's confidential information.

3.7 QUALITY STANDARDS AND LOCAL LAWS. Developer shall maintain the quality of its Verified Application in connection with its use of the Verification Logo and Java Mark in a manner that is at least at a level: (a) commensurate with Developer's overall reputation for quality products; (b) that meets or exceeds industry standards; and (c) that is otherwise in compliance with Section 3 of this Agreement. The Verified Application must also comply with all laws, government regulations, and requirements of all jurisdictions in which the Verified Application is offered or sold.

3.8 RECORDS, AUDITS, AND COMPLAINTS.

(a) VERIFICATION RECORDS. Developer shall keep written records of all Testing of Application(s) under the Program for the Term plus five (5) years thereafter.

(b) AUDITS. Sun may evaluate, inspect, and Test any Verified Application, including any New Version or Maintenance Update in order to confirm adherence with the requirements of this Agreement. Sun may conduct such Audits itself, or may appoint a third party to conduct it, who shall be bound by a written agreement to keep confidential all of Developer's confidential information. Developer shall, at no cost to Sun, provide all reasonable assistance necessary for Sun to: (i) perform Audits and ensure compliance with the requirements of this Agreement, including allowance of onsite inspections or supervision of Developer's Testing and (ii) provide access to the Verified Application and all written records relating thereto. If, following an Audit or at any other point in time, Sun determines, in its sole discretion, that the audited Verified Application no longer meets the requirements of this Agreement, the Application shall no longer be deemed a Verified Application, and the Developer shall promptly cease all use of the Verification Logo and Java Mark and shall make no representation implying or suggesting that its Application has otherwise met the standards set forth in the Program Documentation and this Agreement. An Application that has lost verification status shall not subsequently be deemed a Verified Application unless Sun determines, in its sole discretion, that the Verification Requirements have been met.

(c) COMPLAINTS. During the Term plus one (1) year thereafter, Developer shall give prompt Notice to Sun of the substance of any complaint by any customer or other third party that the Verified Application may not meet the requirements of the Program or this Agreement.

3.9 DISCLOSURE OF INFORMATION. Developer acknowledges and agrees that Sun may disclose or release Developer's Application, test data, and results: (a) to Sun approved testing houses, UTI members and other third parties in connection with this Program, and/or (b) for publication on the Java Verified Program website where such submitted Application may contain, introduce, or cause Malware, Spyware or any other malicious code, instruction, or operation. Except as provided herein, Sun will not, without Developer's prior approval, publish or disclose to any third party any test data, results, or other confidential information with respect to Developer's Application submitted through this Program.

4. PROTECTION OF THE SUN TRADEMARKS

4.1 SUN'S OWNERSHIP AND RIGHTS. Developer agrees that Sun is the sole owner of the Sun Property and all associated goodwill. Developer shall not: (a) challenge Sun's ownership or use of the Sun Property; (b) attempt to adopt or register any mark or logo identical or substantially similar to any Sun Trademarks, including without limitation any translation or transliteration thereof, or any other variants substantially similar to the Sun Trademarks in appearance, pronunciation, or meaning; (c) remove, alter, or add to any of the Sun Trademarks; or (d) incorporate any of the Sun Trademarks into Developer's trademarks, product names, service marks, company names, slogans, domain names, or any other similar designations likely to cause confusion with or dilute the Sun Trademarks. The parties agree that Developer's use of the Verification Logo and Java Mark inures solely to Sun's benefit.

4.2 ASSIGNMENT OF RIGHTS. If Developer acquires any rights in the Verification Logo, Java Mark, or any Sun Trademarks by operation of law or otherwise, Developer shall, at no expense to Sun, immediately assign such rights to Sun, along with all associated goodwill. If such assignment cannot be completed for any reason, Developer hereby irrevocably grants to Sun, and Sun accepts, an exclusive, worldwide, perpetual, royalty free, fully paid-up, transferable, and sublicensable right to use the Verification Logo, Java Mark, and/or Sun Trademarks and shall, at Sun's sole discretion, cancel or delete any use, application, or registration of the Verification Logo or Java Mark acquired by Developer.

4.3 FURTHER ASSURANCES. Developer agrees to cooperate with Sun and take all reasonable actions required to assist Sun to secure, protect, and maintain ownership rights in the Verification Logo and Java Mark worldwide, including, but not limited to, providing prompt Notice to Sun of any known or potential infringement of the Verification Logo and Java Mark of which Developer becomes aware, and cooperating with Sun in the preparation, execution, and/or recordation of any documents necessary to register or otherwise protect the Verification Logo and Java Mark, and maintaining or terminating, as applicable, such documents or recordation. Sun shall reimburse Developer for the reasonable costs associated with providing such assistance, except to the extent that any such costs arise from Developer's breach of this Agreement.

4.4 ENFORCING TRADEMARK RIGHTS. Sun may commence, prosecute, or defend any action or claim concerning the Verification Logo or any other Sun Trademarks in its sole discretion. Sun shall have the right to control any such action, and Developer shall cooperate with Sun and offer all reasonable assistance regarding any such action, including the satisfaction of procedural requirements necessary to bring such action in a particular jurisdiction. Sun shall reimburse Developer for the reasonable costs associated with providing such assistance to Sun, except to the extent that any such costs arise from Developer's breach of this Agreement. Developer shall not commence any action regarding the Verification Logo or other Sun Trademarks without Sun's prior written consent.

5. USE OF VERIFICATION LOGO AND JAVA MARK

5.1 VERIFICATION LOGO USE. Developer's use of the Verification Logo must comply with the following requirements:

(a) Developer must use the Verification Logo only in the exact form of approved camera ready artwork or electronic artwork as provided by Sun or Sun's designee. Sun will provide Developer access to the Verification Logo and any additional instructions for use via Sun's designated web page at <http://logos.sun.com / >or another designated URL.

(b) Developer's use of the Verification Logo, Java Mark and references to other SunTrademarks shall comply with the then-current *Sun Trademark and Logo Usage Requirements* located at the URL<http://www.sun.com/policies/trademarks / > or another designated URL, which may be modified from time to time, and are incorporated herein by reference.

(c) Wherever Developer displays the Verification Logo, it must also display its own corporate name or logo, and shall display the Verification Logo and Java Mark: (i) in a size and style less prominent than, and separately from any of, Developer's own names, marks, or logos; (ii) not in combination with any other name, mark, or logo; and (iii) in such a manner that it is clear that the Verification Logo and/or Java Mark refer only to the Verified Application and not any other product of the Developer or any third party. Specifically, if the Verified Application with which the Verification Logo and/or Java Mark is used is bundled with other applications or products that do not meet the Verification Requirements, Developer shall always display the Verification Logo and/or Java Mark in such a manner that it is clear, in Sun's sole discretion, that the Verification Logo and Java Mark refer only to the Verified Application and not to any other application or product in the bundle.

(d) Developer may embed the Verification Logo or Java Mark on the splash screen or the "about" screen of the Verified Application and shall provide a build number as described in the Program Documentation. If Developer's Application: (i) does not meet the Verification Requirements or (ii) violates any term of this Agreement, including without limitation Sections 3, 5.2, and 5.3, Developer shall immediately remove the Verification Logo and Java Mark from the splash screen and "about" screen and refrain from and cease any and all other uses of the Verification Logo and Java Mark.

(e) Developer may also display the Verification Logo and Java Mark only in connection with and in close proximity to the Verified Application: (i) for tangible application media: on external product packaging, on the accompanying documentation, and the media containing the Verified Application (e.g., disk, CD-ROM, tape, etc.); (ii) for online versions of the Verified Application: on web pages

featuring information about the Verified Application with a link that points to <http://www.javaverified.com>; and (iii) on tangible marketing materials, including advertisements, direct mailings, point of sale displays, brochures, trade show signage, datasheets, and user manuals, all featuring the Verified Application.

(f) Developer may use the Java Mark to describe the Verified Application but shall not use the Java Mark or any Sun Trademark in the name of the Verified Application or any product.

5.2 TRADEMARK LEGEND. Developer shall legibly display the following trademark legend on any materials on which Developer displays the Verification Logo or Java Mark: "Java and the Java Powered logo are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. and other countries, and are used under license."

5.3 FAIR REPRESENTATION AND DAMAGE TO SUN'S REPUTATION. Developer may disclose the fact of its Application passing the Unified Testing Criteria in its marketing materials and otherwise make truthful and non-misleading statements that describe the Verified Application. Developer shall not use the Verification Logo or Java Mark in any manner which, in Sun's sole discretion, is fraudulent, deceptive, misleading, malicious, or inconsistent with representations set forth in documents published or supplied by Sun. Sun reserves the right to refuse or revoke licensing of the Verification Logo and Java Mark under this Agreement, in its sole discretion, for any Application that is likely to diminish or otherwise damage or dilute Sun's reputation or goodwill in any Sun Trademarks, including, without limitation, Applications that are obscene, pornographic, or otherwise in poor taste, excessively violent, harmful, injurious or otherwise cause, introduce, or create Malware or Spyware, or that are defamatory, unlawful or that incite unlawful activity, or violate any personal or property rights or other regulations and laws.

5.4 SUN'S RIGHT TO REVIEW USE. Throughout the Term, Sun shall have the right to periodically review and evaluate for proper use Developer's materials bearing the Verification Logo and/or Java Mark. Developer shall provide all reasonable assistance necessary for Sun to conduct such review and evaluation. Sun shall determine, in its sole discretion, whether Developer's use complies with this Agreement. Upon Notice by Sun, Developer shall within thirty (30) days rectify any noncompliance of the Verified Application and associated materials with the requirements of this Section 5 and provide Notice to Sun of the specific modifications or steps taken to ensure compliance.

6. MARKETING AND PROMOTIONS

6.1 During the Term, Developer may display the Verification Logo and Java Mark only in connection with and in close proximity to the Verified Application in accordance with the Sun Trademark and Logo Usage Requirements: (a) on Developer's website, including a link back to http://www.javaverified.com and (b) in promotional activities featuring the Verified Application. Developer may also publicly announce the successful passage of the Unified Testing Criteria in a press release subject to Sun's pre-approval in advance of publication and developed in accordance with public relations guidelines to which the parties mutually agree.

6.2 Sun may use Developer's name (and logo if applicable) to identify Developer and the Verified Application on Sun's websites and in marketing or other informational material relating to the Program. This material will include, without limitation, a listing of companies and Applications that have met the Unified Testing Criteria or a description of the Verified Application. Developer grants Sun a limited, non-exclusive, royalty free license to use the Verified Application in connection with the promotion of the Program (e.g., demonstration and Testing to generate program statistics). Sun shall own all right, title, and interest in and to all of Sun's marketing materials in connection with the Program and the Verified Application.

6.3 In the event that the Verified Application, or any Application submitted by Developer through the Program, does not meet the latest release of the applicable Unified Testing Criteria published by Sun at the time Developer submits its Application for Testing or contains, introduces, or causes Malware or Spyware, the Application shall not be deemed a Verified Application. Where an Application has passed the Verification Requirements as setout in Section 3 of this Agreement and subsequently such Application does not meet the latest release of the applicable Unified Testing Criteria published by Sun at the time Developer submitted such Application for Testing or contains, introduces, or causes Malware or Spyware, the Developer shall immediately cease, refrain, and retract all use of such Application, including without limitation selling, distributing, or making available such Application.

7. USE AND REVOCATION OF DIGITAL SIGNATURE

7.1 R&D SIGNATURE. Developer shall only use Applications containing a R&D Signature for development, evaluation and testing purposes. Developer may not publicly distribute or sell any applications which contain a R&D Signature. Applications which contain a R&D Signature have not yet been Tested by the Program and are not deemed to be "Verified Applications."

7.2 PRODUCTION SIGNATURE. Only Applications which meet the requirements and testing criteria for the Program, as described in Section 3 of this Agreement, may contain a Production Signature. Applications containing a Production Signature are deemed to be Verified Applications and may be commercially distributed as provided herein.

7.3 REVOCATION. Sun may, in its sole discretion, revoke a Digital Signature and remove a Developer from the Program. Causes for revocation may include, but are not limited to: (a) the Signed Application should not have passed the Testing because the underlying Application: (I) did not satisfy the Test Criteria and/or is otherwise unsuitable for participation in the Java Verified Program due to (i) being offensive or harmful; or (ii) running with errors and not calling APIs in the manner in which they are intended to be called; (II) behaves in a manner which can reasonably be considered harmful to data or software operating on devices or networks; (III) breaches one or more of the warranties in Section 10 of this Agreement or the use of the Signed Application breaches the intellectual property rights of any third party; or (IV) compromises or could potentially compromise platform security on a smart phone, computer or other device; and (b) the submission of false information or fraudulently acquiring a Publisher ID is grounds for revocation and removal from the Program.

8. THIRD-PARTY CLAIMS

8.1 AGAINST DEVELOPER. In the event that Developer or its officers, directors, agents or employees receive a claim of trademark infringement based solely on Developer's use of the Verification Logo and Java Mark in accordance with this Agreement, Sun shall, as Developer's sole and exclusive remedy defend such claim, and at Sun's election either settle the claim and pay any settlement amount negotiated by Sun, or defend the claim in court and pay all damages exclusively attributable to such claim awarded by the court finally determining such claim, provided that Developer: (a) immediately, at Sun's request, ceases use of the Verification Logo and Java Mark; (b) provides Notice of the claim promptly to Sun; (c) gives Sun sole control of the defense and settlement of the claim; (d) provides Sun, at Sun's expense, all available information and reasonable assistance and authority to defend; (e) is not in breach of this Agreement; and (f) has not compromised or settled such claim without Sun's prior written consent.

THIS SECTION 8.1 STATES THE ENTIRE LIABILITY OF SUN WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS RELATED TO THE VERIFICATION LOGO AND JAVA MARK. SUN SHALL HAVE NO OTHER LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS A RESULT OF USE, LICENSE, OR DISTRIBUTION OF ANY APPLICATION, THE VERIFICATION LOGO, OR JAVA MARK.

8.2 AGAINST SUN. In the event that Sun or its subsidiaries, officers, directors, agents or employees receive a claim alleging liability on the basis of the development, manufacturing, design, quality, marketing, advertising, distribution, provision of, export, sale, receipt, or use by any person or entity of the Verified Application, Developer shall defend such claim, and at Developer's election either settle the claim and pay any settlement amount negotiated by Developer, or defend the claim in court and pay all damages exclusively attributable to such claim awarded by the court finally determining such claim. Sun agrees to: (a) provide Notice of the claim promptly to Developer; (b) give Developer sole control of the defense and settlement of the claim; (c) provide to Developer, at Developer's expense, all available information and reasonable assistance and authority to defend; and (d) not compromise or settle such claim without Developer's prior written consent. However, Developer shall not be obligated to defend Sun on account of any claim arising out of trademark infringement based on its use of the Verification Logo and Java Mark, except to the extent that such claim arises out of Developer's breach of this Agreement.

9. INDEMNITY FOR MALICIOUS PROGRAM

9.1 If Malware or Spyware is discovered to have been coded, introduced, or caused by Developer, or a third party on its behalf, Developer shall pay all, costs, expenses, and damages associated therewith in the event of a finding of liability by a court against Developer for such Malware or Spyware. The Indemnified Parties are entitled to all costs, expenses, and damages from Developer for the harm caused by the Developer, or any party acting on its behalf, for Malware or Spyware introduced, caused, or coded in Developer's Verified Application or Application submitted through the Program. Furthermore, Developer shall, at its sole cost and expense, immediately eliminate the effects of Malware or Spyware, mitigate and restore all losses of operational efficiency or functionality caused by Malware or Spyware, fully assist in curtailing the spread of Malware or Spyware, and indemnify, defend, and hold harmless Sun and its directors, officers, employees, as well as the Indemnified Parties, against all claims, suits,costs, damages, judgments, attorney fees, settlement or expenses incurred, claimed, obtained, or sustained by an Indemnified Party or Indemnified Parties arising out of or in connection with Malware or Spyware. Developer shall not invoke nor permit any third party to invoke, for any reason, any Malware or Spyware, which would have the effect of disabling, damaging, erasing, delaying, disrupting, or otherwise shutting down all or any portion of an Application, platform, handset, other device, or network at any time, including upon expiration or termination of this Agreement. The Indemnified Parties are expressly intended as third party beneficiaries only under this Section 9.1 of this Agreement.

9.2 No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

10. WARRANTIES; LIMITATION OF LIABILITY

10.1 DISCLAIMER OF WARRANTY. Sun licenses the Verification Logo and Java Mark to Developer on an "AS IS" basis. SUN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY ASPECT OF THE PROGRAM, THE UNIFIED TESTING CRITERIA, SPECIFICATIONS, ENCRYPTION, DIGITAL CERTIFICATE, OPERABILITY OR FUNCTIONALITY OF ANY APPLICATION OR TECHNOLOGY VERIFIED UNDER THE PROGRAM, THE VERIFICATION LOGO, OR JAVA MARK, INCLUDING THE VALIDITY OF SUN'S RIGHTS IN THE VERIFICATION LOGO AND JAVA MARK IN ANY COUNTRY, AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OF THIRD-PARTY TRADEMARKS AND SIMILAR RIGHTS.

10.2 LIMITATION OF LIABILITY. Except as expressly provided in Sections 8 and 9 and for breach of Sections 2.1, 3.1, 3.2, 3.3, 3.4, 4.1, 5.3, and 11.3 of this Agreement, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), NO MATTER WHAT THEORY OF LIABILITY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITYOF SUCH DAMAGES. FURTHER, LIABILITY FOR SUCH DAMAGES SHALL BE EXCLUDED, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. The provisions of this Section 10.2 allocate the risk under this Agreement between Sun and Developer, and the parties have relied upon the limitations set forth herein in determining whether to enter into this Agreement

11. TERM AND TERMINATION

11.1 TERM. This Agreement shall have an initial term of one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew for up to five (5) additional one (1) year period terms unless either party provides Notice to the other of its intent not to renew at least thirty (30) calendar days prior to the end of the then-current term.

11.2 TERMINATION. This Agreement may be terminated: (a) by either party, in its sole discretion, upon ninety (90) calendar days' Notice to the other party; (b) by either party, effective thirty (30) calendar days after Notice to the other party of termination for breach of any provision of this Agreement if such breach has not been cured within such thirty (30) day period, or immediately upon Notice of termination if no cure is reasonably possible; (c) immediately and automatically with or without Notice to Developer if Malware or Spyware is introduced, caused by or coded in Developer's Verified Application or Application submitted through the Program; (d) by Sun immediately upon Notice to Developer if any Verified Application has been found to be defective or substandard by any governmental agency or court; (e) by either party immediately upon Notice to the other party if either party reasonably determines that adverse publicity concerning the other party or the Verified Application may harm the reputation of the terminating party or the Sun Trademarks; (f) by Sun immediately upon Notice to Developer if Developer, personally or through another individual or entity, takes any action inconsistent with Sun's sole legal and beneficial ownership of any Sun Trademarks; or (g) by either party immediately and automatically with or without Notice to the other: (i) in the event of the direct or indirect taking over or assumption of control of the other party or of substantially all of its assets by any government, governmental agency, or other third party, or the transfer of more than twenty percent (20%) equitable ownership of the other party to a direct competitor of the terminating party; (ii) if the other party commits an act of bankruptcy, or files any petition under the bankruptcy or insolvency laws of any jurisdiction, country, or place; (iii) if a receiver or trustee is appointed for the other party's business or property; or (iv) if the other party is adjudicated bankrupt or insolvent, or otherwise terminates its business operations (unless this Agreement is assigned to a permitted assignee under Section 12.4 below).

11.3 OBLIGATIONS ON TERMINATION OR EXPIRATION. Upon termination or expiration of this Agreement, Developer shall promptly discontinue all use of the Verification Logo and Java Mark. Developer's failure to cease all use of the Verification Logo and Java Mark upon expiration or termination of this Agreement, unless otherwise permitted herein, shall constitute infringement and/or dilution of the Verification Logo and Java Mark and entitle Sun to immediate injunctive relief and the recovery of attorneys' fees and costs incurred therewith.

11.4 LIABILITY FOR EXPIRATION OR LAWFUL TERMINATION. Neither party shall have the right to recover damages or to indemnification of any nature, whether by way of lost profits, expenditures for promotions, development, marketing, advertisement, payment for goodwill or otherwise made in connection with this Agreement, due to the expiration or permitted or lawful termination of this Agreement. EACH PARTY WAIVES AND RELEASES THE OTHER FROM ANY CLAIM TO COMPENSATION OR INDEMNITY FOR TERMINATION OF THE BUSINESS RELATIONSHIP UNLESS TERMINATION IS IN MATERIAL BREACH OF THIS AGREEMENT. The rights of Sun under this Section 11 are in addition to any other rights and remedies permitted by law or under this Agreement.

11.5 SURVIVAL. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, all rights and obligations in Sections 2.1 ("Grant to Developer"), 4 ("Protection of Sun Trademarks"), 9 ("Indemnity for Malicious Program"), 10 ("Warranties; Limitation of Liability"), 11 ("Term and Termination"), 12 ("General"), and 13 ("Definitions") will remain in effect after termination or expiration of this Agreement.

11.6 INJUNCTIONS. The parties acknowledge that a breach of the obligations in Sections 2.1, 2.2, 2.4, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8(b), 3.8(c), 4, 5, 6, 7, 8, 9, 11.3, 12.4, and 12.10 of this Agreement would cause irreparable harm to the nonbreaching party for which damages would not be an adequate remedy. Therefore, in addition to its rights and remedies otherwise available at law, including without limitation the recovery of damages for breach of this Agreement, the nonbreaching party shall be entitled to seek immediate equitable relief, including, but not limited to, both temporary and permanent restraining orders and injunctions, and to such other and further equitable relief as the court may deem proper under the circumstances.

12. GENERAL

12.1 RELATIONSHIP OF THE PARTIES. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

12.2 NOTICES. All notices hereunder, including changes in the Notice addresses, must be in writing and delivered either in person, by mailing (certified or registered mail, postage prepaid), or by Federal Express or a similar recognized courier service (all charges prepaid) to the persons and at the addresses [specified by the parties in writing] [specified by the parties upon registering to be a developer at http://www.javaverified.com]. Such Notice shall be effective upon receipt.

12.3 SECTION REFERENCES. Any reference contain herein to a section of this Agreement shall be meant to refer to all subsections of that section. For example, unless otherwise indicated, a reference to Section 5 of this Agreement shall include subsections 5.1, 5.2, 5.3 and so forth and 5.1(a), (b), (c), (d), and so forth.

12.4 ASSIGNMENT. Neither party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior written consent; provided, however, that such consent shall not to be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. Any party's purported assignment or transfer of this Agreement, in whole or in part, or any of its rights or obligations hereunder, shall be null, void, and of no force or effect unless agreed to in writing by the other party.

12.5 WAIVER OR DELAY. A waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any repetition of such breach or in any manner affect any other terms or conditions of this Agreement. To be enforceable, a waiver must be in writing and signed by an authorized representative of the waiving party. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

12.6 GOVERNING LAW, JURISDICTION, AND VENUE. Any action or defense to an action arising out of or related to this Agreement shall be either: (a) brought solely and exclusively in the United States District Court for the Northern District of California, or the California Superior Court for the County of Santa Clara, as applicable, in which case such action or defense to an action shall be solely and exclusively governed by California law and controlling U.S. federal law; or (b) brought solely and exclusively in the United States District Court for the Southern District of New York, or the State Court of New York, County of New York, as applicable, in which case such action or defense to an action shall be solely and exclusively governed by New York law and controlling U.S. federal law. In either case, the conflict of law rules and statutes of any jurisdiction in the U.S.A. or abroad shall not apply. Other than as specified above, neither party shall bring any action or defense to an action arising out of or related to this Agreement in any jurisdiction or venue in the U.S.A. or abroad. Both parties hereby submit themselves solely and exclusively to the personal jurisdiction and venue of the above-referenced federal and state courts of California and New York. Once a party has filed an action arising out of or related to this Agreement in one of the applicable California or New York courts, both parties submit themselves solely and exclusively to that selected jurisdiction and venue for that action and related claims.

12.7 LANGUAGE. The English language shall control this Agreement in all respects, and any version of this Agreement in any other language shall be for accommodation only and shall not be binding on the parties to this Agreement. All communications and Notices made or given pursuant to this Agreement, and any documentation and support to be provided, unless otherwise noted, shall be in the English language.

12.8 SEVERABILITY. If any provision of this Agreement is held invalid by any competent authority, such invalidity will not affect the validity or enforceability of the remaining provisions, and in such event, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose.

12.9 FORCE MAJEURE. A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if that party gives prompt Notice and makes reasonable efforts to perform.

12.10 CONFIDENTIAL INFORMATION. If one party desires that information provided to the other under this Agreement be held in confidence, the disclosing party will clearly designate the information in writing as confidential or proprietary at the time of disclosure. Intangible information shall be clearly identified as confidential or proprietary at the time of disclosure, and within thirty (30) calendar days of the disclosure shall be reduced to writing and transmitted to the receiving party pursuant to the Notice provisions of Section 12.2. The receiving party may not disclose the other party's confidential or proprietary information, other than to a subsidiary, agent, or contractor of the receiving party who has agreed to be bound by the terms of the duty of confidentiality contained in this Section 12.10, and may use such information only in connection with Developer's participation in the Program and this Agreement, including without limitation any associated Audits. The receiving party will treat confidential and proprietary information of the disclosing party that has been previously identified as confidential or proprietary with at least the same degree of care as it does its own such information, but no less than a reasonable degree of care. Information disclosed by Sun pursuant to Section 3.9 will not be considered confidential information. The foregoing obligations do not apply to information which: (a) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party; (b) is obtained by the receiving party from a third party without an obligation to keep such information confidential; (c) is or becomes generally known to the public without violation of this Agreement; or (d) is independently developed by the receiving party without use of the confidential information of the other party. Notwithstanding the foregoing, either party may disclose the existence or any of the terms of this Agreement if such information disclosure is in response to a valid court or governmental order or regulatory directive, provided that the receiving party has given the other party prior Notice to afford the other party the opportunity to object. This section will not affect any other confidential disclosure agreement between the parties.

12.11 REPRESENTATION BY INDEPENDENT COUNSEL. Each party acknowledges that it understands the terms of this Agreement and has had the opportunity to consult with independent counsel of its own choice in connection with the execution of this Agreement. Accordingly, this Agreement will be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party.

12.12 NO MODIFICATIONS. Developer represents that it has not in any way unilaterally modified the terms of this Agreement provided by Sun and is signing the most recent version of this Agreement provided by Sun.

12.13 IMPACT OF OTHER AGREEMENTS. Nothing in this Agreement affects either party's rights under existing agreements with each other.

12.14 THIRD PARTY BENEFICIARIES. This Agreement does not create any intended third party beneficiaries except as provided

in Section 9.1.

12.15 HEADINGS. The title and section headings in this Agreement are for descriptive purposes only and are not intended to be inclusive, definitive, or to affect the meaning of the contents or terms of this Agreement.

12.16 ENTIRE AGREEMENT. This Agreement is the parties' entire agreement relating to its subject matter and incorporates by reference the Unified Testing Criteria (http://www.javaverified.com/about_uti.jsp) and the Program Documentation and http://www.javaverified.com>(including subordinate pages). It cancels and supersedes all prior and contemporaneous oral and written communications, proposals, conditions, representations, and warranties, and prevails over any conflicting or additional terms of any quote, purchase order, acknowledgment, or other communication between the parties relating to its subject matter during the Term. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

12.17 AUTHORITY. Each party to this Agreement warrants that it has all requisite rights and authority to execute this Agreement and perform its obligations hereunder.

12.18 SEVERABILITY. If any term or provision of this Agreement is found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision shall be deleted.

13. DEFINITIONS

13.1 "Audit" means inspection, evaluation, and/or testing relating to the Verified Application pursuant to Section 3 of this Agreement.

13.2 "Application" means a Java ME Application title consisting of one or multiple joint application descriptor (JAD) or Java Archive (JAR) pairs.

13.3 "Certification Authority" means a third party company appointed by Sun to issue digital certificates and Publisher IDs, complete digital signing of Applications, and perform certification, authentication and revocation services for the Program.

13.4 "Developer" means the company or individual identified as Developer on page one (1) of this Agreement.

13.5 "Digital Certificate" means an electronic document which incorporates a digital signature for verifying that a public key belongs to an individual and for binding together a public key with an identifier, which shall include the name of a person or an organization and corresponding address.

13.6 "Digital Signature" means an electronic signature that can be used to authenticate the identity of the signer of an Application, and to provide additional assurance that the original code of the Application has not been modified.

13.7 "Effective Date" means the date upon Sun's confirmation of Developer's clicking the "Accept" option.

13.8 "Indemnified Parties" mean members of the Unified Testing Initiative.

13.9 "Initial Pre-testing" means automated testing that is completed when the Application is submitted to the Program.

13.10 "Intellectual Property Rights" means worldwide statutory and common law rights associated with (i) patents and patent applications; (ii) trademark, service mark, logo and trade dress; (iii) works of authorship including copyrights, copyright applications, copyright registrations and "moral rights;" (iv) the protection of trade and industrial secrets and confidential information; and (v) divisions, continuations, renewals, and reissuances of the foregoing now existing or acquired in the future.

13.11 "Java Mark" means solely the word marks "Java application" and "Java game" owned by Sun licensed herein in connection with the Verified Application.

13.12 "Logo Usage Requirements" means guidelines for making use of the Verification Logo and Java Mark.

13.13 "Maintenance Update" means a release of a Verified Application containing only error corrections but not containing any new functionalities or features compared to those present in the immediately preceding version of such Verified Application.

13.14 "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, 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.).

13.15 "New Version" means (a) a new release of an Application which contains significant changes, such as new functionalities or features or (b) a release of an Application which is designed to run on a different handset device and contains changes in the code to support use on said device.

13.16 "Notice" means the notice provision in Section 12.2 of this Agreement.

13.17 "Production Signature" means a long-term Digital Signature provided by the Certificate Authority on behalf of the Program and intended for commercial use on Applications which meet the Program requirements and Unified Testing Criteria.

13.18 "Program" means the Sun "JavaVerified" program, described in Section 1.1 of this Agreement, for verification of mobile applications for the J2ME Platform through Testing under the Unified Testing Criteria and as set forth in Section 3 and the licensing of the Verification Logo and Java Mark under this Agreement.

13.19 "Program Documentation" means the set of documents constituting the official Sun documentation setting forth the requirements of the Program, as may be changed from time to time, and which include, without limitation, the Unified Testing Criteria and other Sun documentation and guidelines at<http://www.javaverified.com>(including subordinate pages).

13.20 "Publisher ID" means a certificate which is provided by an authorized Certificate Authority for the purpose of identifying the publisher of an Application and authenticating digitally signed Applications submitted by such publisher.

13.21 "Revocation" means the invalidation of a Digital Signature or Digital Certificate by a Certification Authority.

13.22 "R&D Signature" means a short-term signature provided by the Certificate Authority on behalf of the Program and intended to permit Testing of the Application.

13.23 "Signed Application" means an Application which has been signed by the Certificate Authority using the Unified Testing Initiative root certificate.

13.24 "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.

13.25 "Sun" means Sun Microsystems, Inc. located at 4150 Network Circle, Santa Clara, California, 95054 USA.

13.26 "Sun Property" means the Program Documentation, the Unified Testing Criteria, the Verification Logo, the Sun Trademarks, and any modifications, enhancements, additional releases, or derivatives thereof or thereto.

13.27 "Sun Trademarks" means the Verification Logo, Java Mark, the Java Powered logo, the Coffee Cup logo, and all Java based brand designations, including without limitation names, marks, logos, and trade dress used by Sun and its related companies.

13.28 "Term" means the term of years set forth in Section 11.1 of this Agreement.

13.29 "TERRITORY" means worldwide unless Sun eliminates any jurisdiction pursuant to Section 2.2 of this Agreement.

13.30 "Test" means to apply certain performance criteria, as defined in the "Unified Testing Criteria" to the operating characteristics of a Java application that runs on mobile devices, including, but not limited to, handsets.

13.31 "Unified Testing Criteria" means the verification and testing specifications, including any additional releases and updates thereto, applicable to Java technology-based applications running on mobile devices using the J2ME technology which are submitted by a developer for testing pursuant to the Program and as found at http://www.javaverified.com/about_uti.jsp. Such requirements are created by handset manufacturers, carriers, and technology providers who have executed the Unified Testing Initiative Framework Agreement.

13.32 "Unified Testing Initiative" means the industry initiative created by handset manufacturers, carriers, and technology providers for the purpose of lending their expertise to help create, implement, and update a unified testing and signing procedure for use by all companies who create or deploy Java technology enabled wireless devices and who have executed a copy of the Unified Testing Initiative Framework Agreement.

13.33 "UTI Root Certificate" is a specific Certificate that distinguishes Applications that have met the Unified Testing Criteria.

13.34 "Verification Requirements" means all requirements set forth or referenced in Section 3 of this Agreement, including Sun's Initial Pre-Testing and the Unified Testing Criteria, with which Developer's Application and any accompanying documentation must comply in order to be deemed a Verified Application by Sun under the Program.

13.35 "Verified Application" means the Application and any related documentation that Developer has submitted to Sun and/or an approved testing center for verification and testing, pursuant to the Program, and that Sun has determined to be in compliance with the Verification Requirements set forth in Section 3 of this Agreement.

13.36 "Verified Logo" means the Java Powered logo as provided at http://www.javaverified.com/java_powered.jsp, or such additional or replacement mark(s) as Sun may provide under this Agreement, and no other logo, mark, or designation.

The Developer designated below hereby executes and agrees to be bound by the terms and conditions of this agreement through its authorized representative, whose name appears below.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY CLICKING ON THE "ACCEPT" OPTION, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AS OF THE DATE YOU CLICK THE "ACCEPT" OPTION. IF YOU DO NOT CLICK THE "ACCEPT" OPTION YOU WILL NOT BE PERMITTED TO USE THE VERIFICATION LOGO AND JVA MARK (AS DEFINED IN THE AGREEMENT) IN CONNECTION WITH THE MARKETING, ADVERTISING, DISTRIBUTION, SALE AND OFFERING FOR SALE OF THE VERIFIED APPLICATION.

DEVELOPER

By:_____

Name:_____

Title:_____

Date:_____