IMPLEMENTATION LICENSE AGREEMENT ("AGREEMENT"):

This Agreement is entered into by and between:

_____ (name)
_____ (address)
_____
_____ (city)
_____ (country)

(hereinafter "You"), and

Nokia Corporation (hereinafter "Nokia"), a public limited liability company incorporated in Finland, having its registered address at Keilalahdentie 4, FIN-02150 Espoo, Finland business identity code 0112038-9. In this Agreement, "Specification Lead" shall mean Nokia.

WHEREAS You wish to have a license permitting commercial implementations of the Specification.

Now, therefore, You and the Specification Lead hereby agree as follows:

Definitions:

"Specification" shall mean JSR 293 Location API 2.0,
Version: 2.0
Status: Final Release
Release: 2008-10-15.

"Independent Implementation" shall mean an implementation of the Specification that neither derives from nor includes any of source code or binary code materials of the Reference Implementation.

"Reference Implementation" shall mean the reference implementation of the Specification.

"Reserved Name Space" shall mean the public class or interface declarations whose names begin with "java", "javax", "com.nokia" or their equivalents in any subsequent naming convention adopted through the Java Community Process, or any recognized successors or replacements thereof.

"TCK" and "Technology Compatibility Kit" shall mean technology compatibility kit for the Specification.

1. NOTICE; LIMITED LICENSE GRANTS

1.1 Subject to the reciprocity requirement set forth below, the Specification Lead hereby grants You a non-exclusive, non-transferable, worldwide, royalty free, fully paid up limited license (without the right to sublicense), solely under the intellectual property rights licensable by the Specification Lead to view, download and reproduce the Specification only for the purposes of development of Independent Implementations. The Specification contains proprietary information of the Specification Lead and may only be used in accordance with the license terms set forth herein. For the avoidance of any possible doubts, no right to further distribute the Specification is granted by this Agreement.

1.2 Subject to the reciprocity requirement set forth below, the Specification Lead hereby grants You a perpetual, non-exclusive, worldwide, fully paid-up, royalty free, limited license (without the right to sublicense) under its licensable (i) copyrights in the Specification and (ii) patent claims for which there is no technically feasible way

of avoiding infringement in the course of implementing the Specification, to create and/or distribute Independent Implementations that

(a) fully implement the Specification including all its required interfaces and functionality;

(b) do not modify, subset, superset or otherwise extend the Reserved Name Space, or include any public or protected packages, classes, Java interfaces, fields or methods within the Reserved Name Space other than those required/authorized by the Specification; and

(c) pass the Technology Compatibility Kit (including satisfying the requirements of the applicable TCK Users Guide) for the Specification.

1.3 You need not include limitations (a)-(c) from the Section 1.2 above or any other particular "pass through" requirements in any license You grant concerning the use of Your Independent Implementation or products derived from it. However, except with respect to implementations of the Specification (and products derived from them) by Your licensee that satisfy limitations of Section 1.2(a)-(c) above, You may neither: (i) grant or otherwise pass through to Your licensees any licenses under intellectual property rights licensable by the Specification Lead; nor (ii) authorize Your licensees to make any claims concerning their implementation's compliance with the Specification.

1.4 Other than the limited license granted in this Agreement, You acquire no right, license, title or interest in or to the Specification or any other intellectual property rights of the Specification Lead or its licensors. In particular, no rights are granted, neither expressly nor by implication or otherwise for any specification referenced or referred to in the JSR 293 Specification.

1.5 The licenses granted by the Specification Lead in this Agreement are subject to a reciprocity requirement and therefore conditional upon You committing to offer to any party seeking a license from You, under Your patent rights, which are or would be infringed by all technically feasible implementations of the Specification, on the following terms:
- (i)   the license grant shall be under each patent claim that You own, will own or have the authority to license, and
- (ii)   the license shall be granted on fair, reasonable and non-discriminatory terms, and
- (iii)   the license shall be perpetual, non-exclusive, non-transferable and worldwide within the scope of the licenses granted above by the Specification Lead, and
- (iv)   the license shall permit the development, distribution and use of an Independent Implementation that satisfies the requirements set forth in 1.2(a) – (c) above, and the use of a licensed Reference Implementation, in whole or in part, as part of such Independent Implementation, and
- (v)   the license shall permit the use of the TCK.

1.6 Nothwithstanding Section 1.5 above, You shall not be required to grant a license:

- (i)   to a licensee not willing to grant a reciprocal license under its patent rights to you and to any other party seeking such license with respect to the enforcement of such licensee's patent claims where there is no technically feasible alternative that would avoid the infringement of such claims (with respect to Your exercise of the rights described in subparagraphs (iv) – (v) immediately above; or
- (ii)   with respect to any portion of any product an any combinations thereof the sole purpose and function of which is not required in order to be fully compliant with the Specification:
- (iii)   with respect to technology that is not required for at least one of the following: using the Reference Implementation, using the TCK, or developing, distributing or using an Independent Implementation.

1.7 Your licenses to the Specification Lead's own patent rights granted under this Agreement shall be considered null and void should You initiate a claim that the Specification Lead has, in the course of performing its duties as the Specification Lead, induced any entity to infringe Your patent rights.

1.8 For the purposes of Sections 1.5-1.7 above, You shall mean "You" and any party for which You are authorized to act with respect to the Java Specification Participation Agreement applicable to the Specification.

1.9 This Agreement will terminate immediately without notice from Specification Lead if You fail to comply with any material provision of this Agreement or act outside the scope of the licenses granted above.

2. TRADEMARKS

2.1 Nokia is a registered trademark of Nokia Corporation. Nokia Corporation 's product names are either trademarks or registered trademarks of Nokia Corporation. Your access to this Specification shall not be construed as granting, by implication, estoppel or otherwise, any license or right to use any marks appearing in the Specification without the prior written consent of Nokia Corporation or Nokia's licensors.

2.2 No right, title, or interest in or to any trademarks, service marks, or trade names of any third parties, is granted hereunder.

2.3 You shall not be allowed to remove any of the copyright statements or disclaimers or other proprietary notices contained in the Specification and You are obliged to include the copyright statement and the disclaimers, if any, in any copies of the Specification you make.

3. DISCLAIMER OF WARRANTIES

3.1 SUBJECT TO ANY STATUTORY WARRANTIES OR CONDITIONS WHICH CAN NOT BE EXCLUDED, THE SPECIFICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, AND STATUTORY ARE HEREBY DISCLAIMED. THE ENTIRE RISK ARISING OUT OF OR RELATING TO THE USE OR PERFORMANCE OF THE SPECIFICATION REMAINS WITH YOU.

3.2 THE SPECIFICATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION THEREIN; THESE CHANGES WILL BE INCORPORATED INTO NEW VERSIONS OF THE SPECIFICATION, IF ANY. SPECIFICATION LEAD MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED IN THE SPECIFICATION AT ANY TIME. Any use of such changes in the Specification will be governed by the then-current license for the applicable version of the Specification.

4. LIMITATION OF LIABILITY

4.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE SPECIFICATION LEAD OR ITS SUPPLIERS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUE, LOST DATA, PROCUREMENT OF SUBSTITUE GOODS, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF THE SPECIFICATION LEAD OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN ADDITION THE SPECIFICATION LEAD AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES CLAIMED BY YOU BASED ON ANY THIRD PARTY CLAIM.

4.2 Some jurisdictions do not allow the exclusion of implied warranties, or the limitation for consequential damages, so Section 4.1 may not apply to You in whole, but in such case Section 4.1 will apply to You to the maximum extent permitted by applicable law.

4.3 You will indemnify, hold harmless, and defend Specification Lead and its licensors from any claims arising or resulting from: (i) Your use of the Specification; (ii) the use or distribution of Your Java application, applet and/or Independent Implementation; and/or (iii) any claims that later versions or releases of any Specification furnished to You are incompatible with the Specification provided to You under this license.

5. FEEDBACK

5.1 The following paragraph applies to You only if You are not i) a member of Java Community Process, or ii) bound by obligations of the Java Specification Participation Agreement or Individual Expert Participation Agreement applicable for the Specification.

5.2 You may wish to report any observations, ambiquities, inconsistencies or inaccuracies You may find in connection with Your use and implementation of the Specification ("Feedback"). To the extent that You provide the Specification Lead with any Feedback, You hereby: (i) agree that such Feedback is provided on a non-proprietary and non-confidential basis, and (ii) grant to the Specification Lead a perpetual, non-exclusive, worldwide, fully paid-up, irrevocable license, with the right to sublicense through multiple levels of sublicensees, to incorporate, disclose, and use without limitation the Feedback for any purpose related to the Specification and future versions, implementations, and test suites thereof.

6. EXPORT CONTROL

6.1 You shall follow all export control laws and regulations relating to Specification.

7. RESTRICTED RIGHTS LEGEND

7.1 Note to U.S. Government Users. The Specification is a "Commercial Items", as that term is defined at 48 C.F.R. 2. 101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software Documentation are being licensed to U.S. Government end users a) only as Commercial Items and b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

8. GOVERNING LAW AND ARBITRATION

8.1 This Agreement shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law.

8.2 Any disputes relating to or arising in connection with this Agreement shall be finally settled in arbitration. The arbitrator is to be appointed by the Arbitration Committee of the Central Chamber of Commerce of Finland and the rules of the said Committee are to be followed in the arbitration. The award shall be final and binding and enforceable in any court of competent jurisdiction.

8.3 The arbitration shall be held in Helsinki, Finland, in English language

8.4 Specification Lead and You undertake and agree that all arbitral proceedings conducted with reference to this Agreement shall be kept strictly confidential and all information disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

8.5 Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit Specification Lead's or Your rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.

9. GENERAL

9.1 You represent and warrant that You have the authority to enter into this Agreement without any additional approvals or consents not previously obtained. Commercial entities executing this Agreement further represent and warrant that the person(s) executing this Agreement on behalf of You is duly authorized to execute this Agreement on behalf of You in the capacity in which such person has executed this Agreement.

9.2 The legality of any part of this Agreement shall not affect the legality of any other part. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and the invalid illegal or unenforceable provision shall be modified to the minimum extent necessary to make such provision valid, legal or enforceable, as the case may be.

Implementation license for the JSR 293 Specification   30.06.2008

IN WITNESS WHEREOF, You and Nokia have caused this Agreement to be executed by their duly authorized representatives on the last date set forth below.

YOU_____   NOKIA CORPORATION

By: _____   By: _____

Name:_____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____