

TECHNOLOGY COMPATIBILITY KIT LICENSE AGREEMENT

This Technology Compatibility Kit License Agreement (“Agreement”) is entered into on the Effective Date by and between

_____ (**insert licensee details**) (“Licensee”), and

Nokia Corporation, a public limited liability company incorporated in Finland, having its registered address at Keilalahdentie 4, FIN-02150 Espoo, Finland business identity code 0112038-9, (“Nokia”).

Licensee and Nokia shall be referred to herein as Party or Parties.

WHEREAS, Nokia is the specification lead and has developed the Applicable TCK (as defined below) for the Applicable Specification (as defined below) within the Java Community Process (“JCP”); and

WHEREAS, the Licensee is willing to license the Applicable TCK from Nokia for internal testing purposes to ensure that the Licensee’s implementation of the Applicable Specification is compatible with the Applicable Specification.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

“Affiliate” of a Party shall mean an entity

- (i) which is directly or indirectly controlling such Party;
- (ii) which is under the same direct or indirect ownership or control as such Party; or
- (iii) which is directly or indirectly owned or controlled by such Party.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

“Appeals Process” shall mean the set of rules and guidelines provided by Nokia describing the method and process of challenging the individual tests in the Applicable TCK test suite.

“Applicable Specification” shall mean the final release Specification that defines the Java APIs for contactless communication and that was developed within the JCP by the JSR expert group for JSR 257: Contactless Communication API, as led by Nokia.

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“Applicable TCK” shall mean the technology compatibility kit for the Applicable Specification in Object Code (and for the part of test cases also in Source Code, when provided in such form by Nokia at its exclusive discretion) form including the test cases and documentation that allows the Licensee to test if its implementation is compliant with the Applicable Specification. Applicable TCK shall include Updates thereto, if any. For the sake of clarity, the Parties acknowledge that the definition of Applicable TCK does not include any technology compatibility kit for any upgrades and/or new releases of other Specification(s) than the Applicable Specification, unless mutually agreed by the Parties in writing. In such event Nokia reserves a right to set a separate price for such other technology compatibility kit(s).

"Applicable TCK Version" shall mean any version of the Applicable TCK that was made available to Licensee by Nokia within 360 days prior to FCS of the product that is required to be tested under Clause 2.4 below, or in the absence of any new version of the Applicable TCK being made available during such period, the latest version of those Applicable TCKs which were made available to the Licensee more than 360 days prior to FCS of Licensee Product, if any. However, if not otherwise mutually agreed in writing, in no case is the Licensee obligated to use a TCK version which was available 180 days or less prior to FCS of Licensee Product.

“Effective Date” shall mean the last date of signature by the Parties.

“FCS” shall mean the first customer shipment of a production version of a hardware and/or software product.

“Intellectual Property Rights” shall mean patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

“Independent Implementation” shall mean an implementation of a Specification that does not, except for code validly licensed for such purpose, incorporate or otherwise make any use of the corresponding RI.

“JSPA2” shall mean the Java Specification Participation Agreement v.2.0.1 of January 2005, as available at the Java Community Process website at <http://www.jcp.org/aboutJava/communityprocess/JSPA2.pdf>, and reviewed by the Licensee prior to signing of this Agreement.

“Licensee Product” shall mean the Licensee’s or its sublicensed Affiliates’ Java technology-enabled software and/or hardware product(s), which contain(s) an implementation of the Applicable Specification.

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“Object Code” shall mean computer-programming code in a form that is appropriate for execution or interpretation by a computer, but that would not be convenient to human understanding of program logic.

“Reference Implementation” and “RI” shall mean the prototype or “proof of concept” implementation of a Specification.

“Source Code” shall mean computer-programming code in human readable form.

“Specification” shall mean a written specification for some aspect of the Java technology created within the Java Community Process.

“TCK User Guide” shall mean the written compilation of processes and requirements that the Licensee of the Applicable TCK must fulfil while testing the compliancy of the Licensee Product with the Applicable Specification and when using the Applicable TCK.

“Update” shall mean any modification, revision or variation made to a software product, including error corrections, which are intended to ensure, secure and stabilise the functionality and performance of such software, or which is intended to conform the Applicable TCK to any revisions of the Applicable Specification, and which is typically characterised by a version number increase and/or character change on the right side of the decimal point.

2. LICENSE GRANTS AND OBLIGATIONS

2.1 Subject to a valid license agreement for the implementation of the Applicable Specification in force with Nokia, Nokia hereby grants to the Licensee a non-exclusive, non-transferable, worldwide limited license, without the right to sublicense (except as explicitly stated otherwise in Clauses 2.2 and 3.4) under Nokia’s licensable Intellectual Property Rights, to utilize the Applicable TCK in accordance with the TCK User Guide. The license granted in this Section 2.1 is further limited as follows: the Licensee shall be permitted to (i) use the Applicable TCK solely for the purpose of testing the Licensee Product for compliance with the Applicable Specification, and (ii) make a reasonable number of copies of the Applicable TCK solely for the purposes of Licensee’s internal use, such use being limited to Licensee employees (except as explicitly stated otherwise in Clauses 2.2 and 3.4).

2.2 Subject to payment of the license fee set forth in Section 6, the Licensee shall hereby be granted the right to sublicense (including the right to reproduce as necessary for such sublicensing), subject to a binding, written license agreement, which includes terms and conditions no less restrictive than those contained in this Agreement, the licenses granted in Section 2.1 above solely to Licensee’s

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Affiliates. In the event any Affiliate of Licensee acts or fails to act in a manner, which, if performed by Licensee, would constitute a breach of this Agreement, then such act or omission shall be considered also an act or omission of Licensee and treated hereunder as a breach by also the Licensee. For the sake of clarity, a sublicense granted under this Section 2.2 (i) may not include any sublicensing rights for the Affiliate, and (ii) must be subject to the terms and conditions set forth in this Agreement, including without limitation Sections 2.3 and 2.4 below.

2.3 Reciprocity of the License Grant

- 2.3.1 The licenses granted in and under Sections 2.1 and 2.2 are subject to a reciprocity requirement and shall be considered null and void if, with respect to a Specification, and thereto related RI and Technology Compatibility Kit (“Output”) of Java Specification Request(s) (“JSR(s)”), the Licensee and/or the Licensee’s Affiliate(s) (on behalf of themselves and any party for which Licensee and/or its Affiliate is authorized to act with respect to this Agreement) do not make available, in fact and in practice, to Nokia and to all licensees of Output of JSR(s) on fair, reasonable and non-discriminatory terms a perpetual, non-exclusive, non-transferable, worldwide license, within the scope of licenses granted for any Output of JSR(s) under Sections 5.B and 5.F of JSPA2 by the respective Output’s licensor, under each patent claim that the Licensee and/or the Licensee’s Affiliate(s) (and such party’s for which Licensee and/or its Affiliate is authorized to act with respect to this Agreement) own, will own or have the authority to license to
- (i) use the respective technology compatibility kit, and
 - (ii) where there is no technically feasible alternative that would avoid infringing the patent claim, either use a licensed RI, in whole or in part, as part of an implementation of a Specification that satisfies requirements (a)-(c) of Section 5.B of JSPA2 or develop, distribute and use an Independent Implementation.

2.3.2 However, Licensee and/or its Affiliate(s) shall not be required to grant a license:

- (a) to a party not willing to grant a reciprocal license under its patent rights to the Licensee and to any other party seeking such license with respect to the enforcement of such party’s patent claims where there is no technically feasible alternative that would avoid the infringement of such claims (with respect to the Licensee’s and/or its Affiliates exercise of the rights described in 2.3.1 (i) – (ii) above; or
- (b) with respect to any portion of any product and any combinations thereof the sole purpose and function of which is not required in order to be fully compliant with the Specification in question; or

- (c) with respect to technology that is not required for at least one of the following: using Reference Implementation, using technology compatibility kit, or developing, distributing or using an Independent Implementation.

2.4 Compatibility

- 2.4.1 The Licensee agrees not to make any claims in any manner or form that either the FCS version of any Licensee Product or any successor version of such Licensee Product is compatible with the Applicable Specification, prior to (i) the Licensee Product and each successor version thereof, as the case may be, passing the Applicable TCK Version, and (ii) payment of all applicable fees to Nokia by Licensee in accordance with this Agreement.
 - 2.4.2 In the event the Licensee and/or the Licensee's Affiliate(s) and Licensee Product meet the requirements set forth in Section 2.4.1 (i) and (ii) above, the Licensee and/or the Licensee's Affiliate(s) may claim the Licensee Product as compliant with the Applicable Specification provided, however, that the Licensee must provide Nokia with a written notification within reasonable time prior to any such claims being made to third parties. Such written notification provided to Nokia shall include at minimum the name and version of the Licensee Product in question, the Applicable TCK Version and the test results.
 - 2.4.3 For the sake of clarity, the Parties agree that "passing the Applicable TCK Version" means the Licensee and/or the Licensee's Affiliate(s) successfully performing the certification process according to the procedures and requirements as defined in the TCK User Guide. The Licensee shall not deviate from the certification process set forth in the TCK User Guide without a prior written permission by Nokia.
- 2.5 For the sake of clarity, no trademark licenses are granted under this Agreement.

3. RESTRICTIONS

- 3.1 The Licensee shall not make any modification to or create derivative works of or perform any similar type of operation on the Applicable TCK, or any portion thereof.
- 3.2 The Licensee shall not (i) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer the Applicable TCK to any third party, except to subcontractors as stated in Clause 3.4 below and to Licensee Affiliates, as set forth in Section 2.2 above; or (ii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Applicable TCK.

- 3.3 Unless otherwise mutually agreed between the Parties by a separately executed Exhibit B to this Agreement, the Licensee shall not use the license grant under Section 2 to test any third party software or hardware products with the Applicable TCK or run the Applicable TCK on any third party software or hardware products except such software or hardware necessary to test Licensee's Product. Further, nothing herein shall be construed to prohibit the Licensee from using the Applicable TCK to test any third party software, hardware or other devices, provided such third party is already a licensee of the Applicable TCK from Nokia.
- 3.4 The Licensee shall, moreover, have the right to use subcontractors providing testing services to the Licensee in relation to the scope of this Agreement and provided, that the Licensee shall be fully responsible for subcontractors' performance under all the terms and conditions specified in this Agreement.
- 3.5 Unless otherwise mutually agreed between the Parties by a separately executed Exhibit C to this Agreement, the Licensee shall not redistribute, make available or otherwise transfer in any manner or form the Applicable Specification to any third party.

4 DELIVERY

- 4.1 Nokia shall deliver or make available via network access to the Licensee, the Applicable TCK within ten (10) business days of the Effective Date.

5. SUPPORT AND MAINTENANCE

- 5.1 Nokia shall provide the Licensee with Update(s) of the Applicable TCK in Object Code form and/or Source Code, as deemed appropriate by Nokia at its sole discretion, to the extent and at the earliest when such Update(s) become generally available.
- 5.2 Nokia may provide Licensee's employees with limited technical assistance relating to the use of the Applicable TCK. Nokia makes no representations or warranties regarding the quality or availability of the limited technical assistance provided hereunder. For the purposes of the limited technical assistance provided hereunder, the Licensee shall, upon signing this Agreement, inform Nokia of a dedicated contact person, who will be instructed by Nokia on how to contact Nokia personnel in matters related to the limited technical assistance.
- 5.3 Appeals and Feedback to Nokia
- 5.3.1 The Licensee may appeal against one or more tests defined by the Applicable TCK only in accordance with TCK Appeals Process as set forth in the documentation for the Applicable TCK including without limitation the TCK User Guide. Upon Nokia's reasonable request, the Licensee shall provide Nokia

with a listing of the output of the Applicable TCK, if any, and any other data and/or information reasonably required to assist Nokia in making the judgment about whether the appeal is justified or not and on which basis ("Feedback").

5.3.2 To the extent the Licensee provides Nokia with Feedback in connection with the appeals process, the Licensee hereby (i) agrees that such Feedback is provided to Nokia on a non-proprietary and non-confidential basis, but may be further disclosed by the Licensee only in accordance with the confidentiality provisions of Section 8 below, and (ii) grants to Nokia a perpetual, non-exclusive, worldwide, fully paid-up, royalty-free, irrevocable license, with the right to sublicense through multiple levels of sub-licensees, to incorporate, disclose, and use without limitation the Feedback for any purpose related to the Applicable TCK, the Applicable Specification and future versions, implementations, and test suites thereof.

6. LICENSE FEE

6.1 The Licensee shall pay Nokia all applicable fees as described in Exhibit A against an invoice issued by Nokia. The payment term is thirty (30) days upon receipt of invoice from Nokia.

6.2 Any failure of the Licensee to pay any applicable fees based on this Agreement shall be deemed to be a material breach of this Agreement.

7. OWNERSHIP

7.1 Nokia and its licensors, if any, own and will continue to own all Intellectual Property Rights, title and interest in and to the Applicable TCK (and Update(s) if any). The Licensee hereby agrees to reproduce any copyright notice(s) and other proprietary legend(s), appearing thereon and to include the same on all copies it makes in whole or in part.

8. CONFIDENTIALITY

8.1 Definitions

8.1.1 "Confidential Information" shall mean Applicable TCK and any documentation related thereto, this Agreement and any and all information related to any of the trade, business, finances, products or activities of the Parties which are confidential, secret or of a proprietary nature disclosed pursuant to this Agreement by one Party ("Disclosing Party") to another Party ("Receiving Party") hereto.

8.1.2 Information will not be considered Confidential Information if the information disclosed by the Disclosing Party: (i) is already in the possession of the Receiving

Party without obligation of confidence; or (ii) is independently developed by the Receiving Party; or (iii) is or becomes publicly available without breach of this Agreement; or (iv) is lawfully obtained by the Receiving Party from a third party or parties without the duty of confidentiality; or (v) is released for disclosure by the Disclosing Party with the Disclosing Party's written consent; or (vi) is disclosed in response to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that the Receiving Party shall first have made a good faith effort to obtain a protective order requiring that the Confidential Information and/or documents so promptly disclosed be used only for the purpose for which the order was issued and that the Receiving Party has notified the Disclosing Party of such order in advance of such disclosure.

8.2 Confidentiality Term and Restrictions

8.2.1 During the term of this Agreement and for a period of five (5) years thereafter, the Receiving Party shall (a) use the Disclosing Party's Confidential Information solely to exercise its rights or fulfill its obligations under this Agreement, (b) not disclose the Disclosing Party's Confidential Information to any third party, (c) restrict dissemination of the Disclosing Party's Confidential Information to only those employees and subcontractors of the Receiving Party who have a "need to know" and who must be directly involved with such Confidential Information, and (d) use the same degree of care as it uses for its own information of a like importance, but no less than reasonable care, in safeguarding against disclosure of the Disclosing Party's Confidential Information. Any disclosure to the subcontractors shall be subject to a written agreement, which includes terms and conditions no less restrictive than those contained in this Agreement. The Receiving Party agrees that the Disclosing Party's Confidential Information is and will remain the property of the Disclosing Party and that such Information shall not be copied or reproduced without the express permission of the Disclosing Party, except for such copies as may be absolutely necessary in order to perform under this Agreement.

8.2.2 For the sake of clarity, the Licensee may disclose to an Affiliate such limited information as may be necessary as part of sublicensing arrangements with said Affiliate. The sublicensing agreement shall include terms and conditions no less restrictive than those contained in this Agreement.

9. WARRANTY, INDEMNITY AND LIMITATION OF LIABILITY

9.1 NOKIA LICENSES APPLICABLE TCK, AND ANY UPDATES THEREOF ON AN "AS IS" BASIS. NOKIA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS REGARDING THE APPLICABLE

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TCK, AND ANY UPDATES THEREOF OR THEIR USE AND OPERATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOKIA MAKES NO WARRANTY OR REPRESENTATION THAT THE FUNCTIONS CONTAINED IN THE APPLICABLE TCK, OR ANY UPDATES THEREOF WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE APPLICABLE TCK OR ANY UPDATES THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN APPLICABLE TCK OR ANY UPDATES THEREOF WILL BE CORRECTED, NOR WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE APPLICABLE TCK, ANY INFORMATION/MATERIALS RELATED THERETO OR ANY UPDATES THEREOF.

- 9.2 IN NO EVENT SHALL NOKIA BE LIABLE FOR ANY SPECIAL DAMAGES, PUNITIVE DAMAGES, INCIDENTAL DAMAGES, LOST PROFITS, LOST SAVINGS OR ANY OTHER CONSEQUENTIAL DAMAGES RESULTING FROM THIS AGREEMENT OR THE USE OF OR RELIANCE ON THE APPLICABLE TCK, OR ANY UPDATES THEREOF, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER FORM OF ACTION, EVEN IF NOKIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.3 The Licensee shall indemnify, defend and hold harmless Nokia from and against any claim that Licensee Product or any successor version thereof that is tested with the Applicable TCK or any Updates thereof infringes any third party patent, copyright, or other Intellectual Property Rights.

10. TERM AND TERMINATION

- 10.1 Term. This Agreement shall become effective as of the Effective Date. The term of this Agreement shall be a period of three (3) years from the Effective Date unless terminated under Section 10.2 or 10.3 below. This Agreement shall terminate automatically in the event the Licensee does not have and continue to have a valid license from Nokia to implement the Applicable Specification.
- 10.2 Termination for Cause. Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material obligation, if the defaulting Party has failed to cure such breach within thirty (30) days of receipt of the non-defaulting Party's written notice or if the Licensee and/or its Affiliate, as applicable, refuse(s) to grant Nokia or other Output licensee(s) license to patent rights in accordance with Section 2.3.
- 10.3 Termination without cause. Licensee may terminate this Agreement without cause at any time with a prior written notice of sixty (60) days.

10.4 Effect of termination. Within five (5) days after expiration or termination (in accordance with the Section 10.2 and 10.3 above) of this Agreement, Licensee shall and shall ensure that any sublicensed Affiliate(s) and/or subcontractors hereunder shall return to Nokia, as instructed by Nokia, Applicable TCK and all possible copies of the Applicable TCK in its possession and all related materials and Confidential Information provided by Nokia, or at Nokia's option or destroy all copies of Applicable TCK and Confidential Information and certify in writing that all such material has been destroyed. The Licensee and/or its sublicensed Affiliates and/or subcontractors shall not test any new implementations of the Applicable Specification nor any new Licensee Products after the termination. For the sake of clarity the Parties agree that the Licensee is entitled to commercially distribute Licensee Products that have already passed the Applicable TCK before such termination and/or expiration, provided that the Licensee has paid all applicable fees to Nokia and remains in compliance with the terms and conditions of this Agreement pertaining to distribution of Licensee Product. The Licensee acknowledges that Nokia shall not refund any of the fees paid hereunder in the event of termination for whatever reason.

10.5 Survival. The Parties agree that the provisions of Sections 1, 2.3, 2.4, 3, 5.3.2, 7, 8, 9, 10.4, 10.5 and 11 shall survive termination or expiration of this Agreement.

11. GENERAL

11.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof. This Agreement supersedes all previous negotiations and/or understandings between the Parties relating to the subject matter of this Agreement and may not be amended or modified in any respect unless approved in writing and signed by duly authorized officers of the respective Parties.

11.2 Severability. 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.

11.3 The contact persons of the parties concerning any issues relating to this Agreement are:

Licensee:
 Attention: _____
 Address: _____

Phone: _____
Fax: _____
E-mail: _____

Licensee's invoicing contact:

Attention: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

Nokia:

Attention: Linda Ulvinen
Address: Hatanpääkatu 1A, 33100 Tampere, Finland
Phone: +358405870583
Fax: +358718047577
E-mail: JSR-257-TCK-RI-support@nokia.com

- 11.4 Governing Law and Dispute Resolution. This Agreement, its performance and any dispute related thereto shall be governed by, subject to and construed in accordance with the laws of Finland, except for the body of laws pertaining to conflict of law. The Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and in the spirit of mutual cooperation. If those attempts fail, the disputes shall be finally settled in arbitration under the rules of the International Chambers of Commerce. The arbitration shall take place in Helsinki, Finland, in the English language. The award shall be final and binding on the parties hereto and enforceable in any court of competent jurisdiction. The parties undertake and agree that all arbitral proceedings conducted with reference to this Article 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. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit the Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.
- 11.5 Title and Headings. All captions and descriptive titles and headings used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the Parties under this Agreement.
- 11.6 Notice. Notice hereunder shall be deemed to have been sufficiently given when delivered in writing by certified mail return receipt requested by either party to

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the other Party and directed to the address set out above with attention to the undersigned representative. Either party may change its address by a notice given to the other party in the manner set forth above.

- 11.7 No Other Licenses. Except as expressly stated herein, neither Party grants any licenses by implication, estoppel, or otherwise under any copyrights, patents, trademarks or trade secrets.
- 11.8 No Assignment. This Agreement shall be binding on the assigns, heirs and successors (whether through merger or otherwise) of the Parties, except this Agreement may not be assigned or otherwise transferred by any means, including without limitation, operation of law or merger, by either Party without prior written consent of the other Party.
- 11.9 Relationship of the Parties. Nothing contained herein, or done in pursuance of this Agreement, shall constitute the Parties as entering upon a joint venture, partnership or shall constitute either Party hereto the agent for the other Party for any purpose or in any sense whatsoever. The Parties acknowledge that they are independent contractors.
- 11.10 Waiver. A waiver of any default shall not constitute a waiver of any other or subsequent default. No waiver of any terms, conditions or provisions of this Agreement shall be effective unless it is in writing and signed by the waiving Party.
- 11.11 No Obligation. The Parties acknowledge and agree that unless otherwise expressly stated herein nothing in this Agreement shall constitute or imply any promise or intention to further license, or make any purchase of, any products or services by either Party.
- 11.12 Export. The Licensee agrees that it or its sublicensed Affiliates and/or subcontractors will not in any form export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, the Applicable TCK and Update(s) thereof, alone or along with their products, to any country for which the United States Government or any agency thereof at the time of export and re-export requires an export license or other governmental approval without first obtaining such license or approval.
- 11.13 Publicity. Neither Party shall refer to the other Party's name in any marketing, promotion, press release or publication without the prior written approval of the other Party.
- 11.14 Authority. Each Party represents and warrants that (i) such Party has the authority to enter into this Agreement without any additional approvals or consents not previously obtained, and grant the licenses herein, (ii) the person

executing this Agreement on behalf of such Party is duly authorized to execute this Agreement on behalf of such Party in the capacity in which such person has executed this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

(INSERT LICENSEE)

NOKIA CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: FEES

License Fee:

For the term of the Agreement the one-time license fee is fifty thousand U.S. dollars (\$50,000) for the Licensee and shall be subject to payment upon signing this Agreement.

Taxes:

The receiving Party shall pay all sales, use and other taxes imposed by any applicable laws and regulations as a result of the above payments, other than taxes based upon such Party's income. The receiving Party shall be entitled to withhold from payments any applicable withholding taxes.

Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it.