

This is a sample of the **Java Verified Developer Agreement**.
The real agreement will need to be signed and returned by you when you register to use the Java Verified Submission Portal at <https://www.pki.javaverified.com/submission>

Java Verified **Developer Agreement**

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.
BY COMPLETING AND RETURNING A SIGNED COPY OF THE AGREEMENT TO THE STATED ADDRESS, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

UNLESS YOU SIGN THIS AGREEMENT YOU WILL NOT BE ABLE TO PARTICIPATE IN THE JAVA™ VERIFIED PROGRAM.

The Java™ Verified Developer Agreement (“Agreement”) is entered into as of the Effective Date by and between the Unified Testing Initiative (“UTI”) 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.

Company Name: _____

Company Mailing Address: _____

City: _____

State: _____

Postal Address: _____

Country: _____

PLEASE SEND A HARD COPY TO THE FOLLOWING ADDRESS:

Unified Testing Initiative
c/o IEEE-ISTO
445 Hoes Lane
Piscataway, NJ 08854
USA

Please also send a scanned, clear copy of the signed Agreement to uti-membership@ieee-isto.org at the same time.

DEFINED TERMS APPEAR IN SECTION 9 BELOW

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. The Unified Testing Initiative (“UTI”), an industry group comprised of handset manufacturers, carriers, and technology providers, 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.

1.2 COST AND EXPENSES. Developer will bear all costs and expenses associated with its participation in the Program.

2. VERIFICATION REQUIREMENTS

2.1 COMPLIANCE WITH PROGRAM. To enjoy the benefits of the signed application, the Developer agrees to be bound by the rules of the Java Verified Program, as defined at www.javaverified.com.

2.2 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 UTI, (b) will be updated promptly to maintain its accuracy, and (c) do not infringe any Intellectual Property Rights of any third party.

2.3 MALWARE OR SPYWARE. Developer has taken all reasonable steps and actions to ensure that, and represents and warrants that, to the best of 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 UTI 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.

2.4 DEVELOPER AND APPLICATION AUTHENTICATION. Developer agrees to acquire a valid Publisher ID from a source specified by the Program <see www.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.

2.5 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 be determined by UTI, in its reasonable discretion, to meet or surpass the latest release of the applicable Unified Testing Criteria published by UTI at the time Developer submits its Application for Testing under the Unified Testing Criteria. Testing will be conducted by an approved third-party entity or individual as designated by UTI. Such third party shall be bound by a written agreement to keep confidential all of Developer's intellectual property and confidential information.

2.6 QUALITY STANDARDS AND LOCAL LAWS. Developer shall maintain the quality of its Verified Application 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 2 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.

2.7 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.** UTI 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. UTI 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 UTI, provide all reasonable assistance necessary for UTI 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, UTI 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.

(c) **COMPLAINTS.** During the Term plus one (1) year thereafter, Developer shall give prompt Notice to UTI 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.

2.8 DISCLOSURE OF INFORMATION. UTI may use Developer's name (and logo if applicable) to identify Developer and the Verified Application on UTI'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 UTI 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). UTI shall own all right, title, and interest in and to all of UTI's marketing materials in connection with the Program and the Verified Application.

3. USE OF VERIFICATION LOGO AND JAVA MARK

This document provides no rights to use of the Program Marks or other Oracle Trademarks; such rights are only available via execution of the Java™ Verified Program Trademark License Agreement with Oracle.

4. USE AND REVOCATION OF DIGITAL SIGNATURE

4.1 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.”

4.2 PRODUCTION SIGNATURE. Only Applications which meet the requirements and testing criteria for the Program, as described in Section 2 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.

4.3 REVOCATION. UTI 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 did not satisfy the Test Criteria and/or is otherwise unsuitable for participation in the Java Verified Program, and (b) the submission of false information or fraudulently acquiring a Publisher ID is grounds for revocation and removal from the Program.

5. INDEMNITY FOR MALICIOUS PROGRAM

5.1 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 UTI 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 5.1 of this Agreement.

5.2 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.

6. WARRANTIES; LIMITATION OF LIABILITY

6.1 DISCLAIMER OF WARRANTY. UTI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM AND THE VERIFICATION PROCEDURES 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.

6.2 UTI shall have no liability for any intellectual property infringement claim based on Developer's manufacture or distribution of any Application or its use of the Program Marks.

6.3 LIMITATION OF LIABILITY. Except as expressly provided in Section 5 and for breach of Sections 2.1, 2.2, 2.3, and 2.4 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 PROBABILITY OF 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 6.1 allocate the risk under this Agreement between UTI and Developer, and the parties have relied upon the limitations set forth herein in determining whether to enter into this Agreement.

7. TERM AND TERMINATION

7.1 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.

7.2 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 UTI 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 UTI; or (f) 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 8.4 below).

7.3 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 UTI under this Section 7 are in addition to any other rights and remedies permitted by law or under this Agreement.

7.4 SURVIVAL. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, all rights and obligations in Sections 5 ("Indemnity for Malicious Program"), 6 ("Warranties; Limitation of Liability"), 7 ("Term and Termination"), 8 ("General"), and 9 ("Definitions") will remain in effect after termination or expiration of this Agreement.

7.5 INJUNCTIONS. The parties acknowledge that a breach of the obligations in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.7(b), 2.7(c), 3, 4, 5, 8.4, and 8.10 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.

8. GENERAL

8.1 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.

8.2 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.

8.3 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 2 of this Agreement shall include

subsections 2.1, 2.2, 2.3 and so forth and 2.7(a), (b), (c), and so forth.

8.4 ASSIGNMENT. UTI may transfer or assign this Agreement in its discretion. Developer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without UTI's prior written consent; provided, however, that such consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. Except as permitted by this section 8.4, any 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.

8.5 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.

8.6 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 State Court of Delaware in which case such action or defense to an action shall be solely and exclusively governed by Delaware law and controlling U.S. federal law; or (b) brought solely and exclusively in the United States State Court of New Jersey, County of Middlesex in which case such action or defense to an action shall be solely and exclusively governed by New Jersey 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 Delaware and New Jersey. Once a party has filed an action arising out of or related to this Agreement in one of the applicable Delaware or New Jersey courts, both parties submit themselves solely and exclusively to that selected jurisdiction and venue for that action and related claims.

8.7 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.

8.8 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.

8.9 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.

8.10 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 8.2. 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 8.10, 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 UTI pursuant to Section 2.8 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.

8.11 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.

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

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

8.14 THIRD PARTY BENEFICIARIES. This Agreement does not create any intended third party beneficiaries except as provided in Section 5.1.

8.15 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.

8.16 ENTIRE AGREEMENT. This Agreement is the parties' entire agreement relating to its subject matter and incorporates by reference the Unified Testing Criteria 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.

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

8.18 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.

9. DEFINITIONS

9.1 "Audit" means inspection, evaluation, and/or testing relating to the Verified Application pursuant to Section 2 of this Agreement.

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

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

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

9.5 "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.

9.6 "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.

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

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

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

9.10 "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 reissues of the foregoing now existing or acquired in the future.

9.11 "Java Mark" means solely the word marks "Java application" and "Java game" owned and licensed by Oracle

9.12 "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.).

9.13 "Notice" means the notice provision in Section 8.2 of this Agreement.

9.14 "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.
9.15 "Program" means the UTI "JavaVerified" program, described in Section 1.1 of this Agreement, for verification of mobile applications for the Java ME Platform through Testing under the Unified Testing Criteria.

9.16 "Program Documentation" means the set of documents constituting the official UTI 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 UTI documentation and guidelines at<<http://www.javaverified.com>>(including subordinate pages).

9.17 "Program Marks" means the word marks Java Verified and JATAF, the Verification Logo and the Java Mark.

9.18 "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.

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

9.20 "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.

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

9.22 "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.

9.23 "Oracle" means Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, USA.

9.24 "Term" means the term of years set forth in Section 7.1 of this Agreement.

9.25 "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.

9.26 "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 Java ME technology which are submitted by a developer for testing pursuant to the Program and as found at <http://www.javaverified.com/>.

9.27 "Verified Application" means the Application and any related documentation that Developer has submitted to UTI that has passed the Unified Testing Criteria.

9.28 "Verification Logo" means the Java Powered logo as provided at http://www.javaverified.com/java_powered.jsp, or such additional or replacement mark(s) as Oracle 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.

DEVELOPER

By:

Name:

Title:

Date: