

**SOFTWARE LICENSE AGREEMENT
FOR COMMERCIAL USE OF THE JAIN REFERENCE IMPLEMENTATION (RI)**

This Agreement, effective as of the ___ day of _____, 2001 (“EFFECTIVE DATE”), is between **TELCORDIA TECHNOLOGIES, INC.**, a Delaware corporation (“TELCORDIA”), having an office at 445 South Street, Morristown, New Jersey 07960, and _____, a _____ corporation (“LICENSEE”), having an address at _____.

Whereas, TELCORDIA has developed a Reference Implementation ("RI") for one or more JAIN API specifications listed on Attachment A hereto ("LICENSED SOFTWARE");

Whereas, TELCORDIA has developed certain accompanying documentation regarding the LICENSED SOFTWARE ("DOCUMENTATION");

Whereas, LICENSEE desires to be licensed under the LICENSED SOFTWARE to develop software incorporating or based on portions of the LICENSED SOFTWARE in order to license such software to end-user/customers; and,

Whereas, TELCORDIA is willing to grant such licenses, rights and option on the terms and conditions provided hereinafter.

Now, Therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I. Grant of License and Rights; Obligations; Ownership

2.1 TELCORDIA hereby grants to LICENSEE a personal, worldwide, non-exclusive and non-transferable license to use, copy, distribute and prepare derivative works incorporating all or a portion

of the LICENSED SOFTWARE and/or DOCUMENTATION for the sole purpose of licensing end-users/customers to use the LICENSED SOFTWARE.

2.2 TELCORDIA shall provide LICENSEE with one electronic copy of the LICENSED SOFTWARE in object code format and one copy of the DOCUMENTATION in electronic format to be selected at the discretion of TELCORDIA.

2.3 LICENSEE shall have no right or license to provide another party with the right to distribute copies of the LICENSED SOFTWARE. LICENSEE shall refer all potential distributors of the LICENSED SOFTWARE to TELCORDIA.

2.4 Subject to the ownership of the LICENSED SOFTWARE by TELCORDIA, LICENSEE shall own all works of authorship created by it based on the LICENSED SOFTWARE and/or DOCUMENTATION (“DERIVATIVE WORKS”). LICENSEE acknowledges that its use and right to license such DERIVATIVE WORKS is contingent on LICENSEE maintaining its license under this Agreement and is subject to the terms and conditions of this Agreement.

2.5 All copies of the LICENSED SOFTWARE, DOCUMENTATION or DERIVATIVE WORKS made by LICENSEE shall include thereon a copyright notice notifying the holder of each such copy that TELCORDIA is the owner of the copyright in the LICENSED SOFTWARE and DOCUMENTATION and a portion of each DERIVATIVE WORK thereof.

Article II. Payments

3.1 For the licenses and rights granted herein, LICENSEE shall pay to TELCORDIA a fee in the amount of ten thousand United States dollars (US \$10,000.00) payable immediately at contract execution. LICENSEE acknowledges that this fee is non-refundable.

3.2 All payments pursuant to this Agreement shall be wire transferred to:

First Union National Bank
550 Broad Street
Newark, New Jersey 07192
ABA No.: 031201467
For account of: Telcordia Technologies, Inc.
Account No.: 189-000669-1
Attention: Account Officer, Telcordia Technologies, Inc

Article III. Title, Warranty, Limitation of Liability, Indemnification

3.1. The LICENSED SOFTWARE and DOCUMENTATION is the property of TELCORDIA and nothing contained in this Agreement shall be construed as:

- (i) requiring the securing or the maintaining of copyright registration in the LICENSED SOFTWARE;
- (ii) a warranty or representation that any design, development, manufacture, sale, offer of sale, use, licensing, testing or importation of software embodying all or any portion of the LICENSED SOFTWARE will be free from infringement of patents or other intellectual property rights of any third party;
- (iv) an agreement to bring or prosecute actions or suits against third parties for copyright infringement;
- (v) conferring any right to use, in advertising, publicity or otherwise, any name, trade name, trademark, service mark of TELCORDIA, or any contraction, abbreviation or simulation thereof;
- (vi) an obligation to furnish any information other than the LICENSED SOFTWARE in object code format and the DOCUMENTATION in the format of TELCORDIA'S discretion;

- (vii) conferring by implication, estoppel or otherwise any license or other right under any patent or other intellectual property of TELCORDIA, except as expressly granted herein in Section 2.1; or
- (viii) any arrangement or understanding that TELCORDIAS will make any purchase, lease, examination or test of, or give any approval with respect to any product or service.

3.2 THE LICENSED SOFTWARE IS PROVIDED "AS IS." WITH RESECT TO THE LICENSED SOFTWARE AND DOCUMENTATION THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF TELCORDIA HAS BEEN MADE AWARE OF SUCH PURPOSE, AND THE WARRANTY AGAINST INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

3.3 IN NO EVENT SHALL TELCORDIA BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE ANY THE LICENSED SOFTWARE OR DOCUMENATION. LICENSEE ASSUMES ALL RISKS AND LIABILITIES, IF ANY, RELATING TO THE MANUFACTURE, DISTRIBUTION, LICENSING, IMPORT, EXPORT OR USE BY IT OR ITS END-USER LICNESEES OF THE LICENSED SOFTWARE, DOCUMENTATION AND DERIVATIVE WORKS.

3.4 LICENSEE shall protect, indemnify, hold harmless and defend TELCORDIA and its AFFILIATES, and their successors, agents, officers and employees, with counsel acceptable to TELCORDIA (at LICENSEE's own expense), from and against any and all direct losses, damages,

obligations, fines, claims, suits, actions or proceedings, and any judgment, settlement, compromise or resolution for damages or any other relief resulting therefrom, to the extent based on any allegation by a third party of any direct losses or damages, arising out of or in connection with the manufacture, distribution, licensing, import, export or use of the LICENSED SOFTWARE, DOCUMENTATION and/or DERIVATIVE WORKS by LICENSEE regardless of the legal, equitable or factual basis thereof.

Article IV. Additional Obligations

4.1 LICENSEE may not reverse engineer, decompile, translate, adapt, or disassemble the LICENSED SOFTWARE, nor shall you attempt to create the source code from the object code for the LICENSED SOFTWARE.

4.2 LICENSEE shall place the above restriction in any license agreement. LICENSEE shall not distribute the LICENSED SOFTWARE, DOCUMENTATION or DERIVATIVE WORKS absent a license agreement generally in conformance with the terms and conditions pursuant to which LICENSEE distributes other software. LICENSEE shall place the restriction in Section 4.1 above any license agreement.

4.3 LICENSEE hereby agrees to permit TELCORDIA to state that LICENSEE is "a registered licensee of the LICENSED SOFTWARE. TELCORDIA shall not have the right to use any trademark of LICENSEE without separate written permission.

Article V. Term and Termination

5.1 The term of this Agreement shall commence on the effective date hereof, and shall be in effect for a period of two (2) years. If LICENSEE is not in breach of any material term or condition of

this Agreement, LICENSEE may automatically renew this Agreement by paying TELCORDIA for each two (2) year renewal period.

5.2 LICENSEE may terminate this Agreement upon sixty (60) days written notice to TELCORDIA. If LICENSEE chooses to terminate/cancel this Agreement in accordance with this Section 5.2, then all licenses granted pursuant to this Agreement are also terminated or cancelled.

5.3 (a) Should LICENSEE become bankrupt or insolvent, or file a petition in bankruptcy, or if the business of LICENSEE should be placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of LICENSEE or otherwise, all licenses and rights granted herein to LICENSEE shall terminate.

(b) Upon any material breach of, or default under, this Agreement by LICENSEE, TELCORDIA shall have the right to terminate/cancel this Agreement by sixty (60) days written notice to the LICENSEE. Such termination/cancellation shall become effective at the expiration of such sixty (60) days, unless the LICENSEE has cured any such breach or default prior to the expiration of such sixty (60) days. In addition, TELCORDIA shall have the right to seek judicial relief, including damages and injunctive relief (relating to obligations of LICENSEE), to enforce the terms and conditions of this Agreement.

5.4 Upon any termination/cancellation of the licenses and rights granted herein to LICENSEE, LICENSEE shall immediately cease all use of the LICENSED SOFTWARE and shall so certify to TELCORDIA, in writing, that LICENSEE has ceased use of the LICENSED SOFTWARE and has removed the LICENSED SOFTWARE from any DERIVATIVE WORKS or compilations.

5.5 Termination/cancellation of the licenses and rights granted herein to LICENSEE shall not relieve LICENSEE from any obligations that occurred on or prior to such termination/cancellation, nor

obligate TELCORDIA to refund any monies paid by LICENSEE hereunder.. The termination/cancellation rights of TELCORDIA provided herein are in addition to all other rights and remedies available to TELCORDIA.

5.6 Termination of this Agreement shall not affect the rights of customer/end-users to continue to use LICENSED SOFTWARE through the end of the term of the license agreement in place upon termination provided, however, that LICENSEE has paid TELCORDIA any royalty due on such license and such license is in conformance with all terms and conditions of this Agreement.

Article VI. General Provisions

6.1 This Agreement and the licenses, rights or obligations hereunder are personal to LICENSEE and may not be assigned or otherwise transferred (in insolvency proceedings, by merger, by operation of law, or otherwise) without the prior written consent of TELCORDIA.

6.2 Any notice or other communication hereunder shall be sufficiently given when sent by certified mail to the respective party at the address specified below, or other address subsequently provided by written notice:

Telcordia Technologies, Inc.
331 Newman Springs Road,
Red Bank, New Jersey 07701
Attn:

With copy to:

Telcordia Technologies, Inc.
445 South Street
Morristown, NJ 07960-3099
Attn: Assistant General Counsel, Intellectual Property

or to LICENSEE at the address specified at the address specified below:

6.3 Neither party shall be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause resulting from an act of God, extraordinary traffic conditions, riots, civil disturbances, wars, states of belligerency or acts of the public enemy, strikes, work stoppages, or the laws, regulations, acts or failures to act of any governmental authority.

6.4 If any provision or portion of a provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and the remaining terms shall continue in effect and be binding on the Parties, provided such invalid or unenforceable provision or portion does not affect a material right or obligation under this Agreement.

6.5 This Agreement (i) is binding on the Parties only when it is duly executed and delivered by each Party, and (ii) sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions, communications, and agreements between them respecting its subject matter. Neither of the Parties shall be bound by any warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or as set forth on or subsequent to the execution hereof in a writing signed by an authorized representative of the Party to be bound thereby.

6.6 LICENSEE acknowledges that any commodities, software and/or technical data provided under this Agreement may be subject to the Export Administration Regulations (the "EAR") administered by the U.S. Commerce Department and that any export or re-export thereof must be in compliance with the EAR. LICENSEE agrees that it shall not export or re-export, directly or indirectly, any commodities, software and/or technical data (or direct products thereof) provided under this Agreement, to any country

that is subject to embargo under U.S. export regulations, or in a manner which is otherwise contrary to U.S. export regulations, either during or after the expiration date or termination of this Agreement, as applicable.

6.7 The construction, application, and performance of this Agreement shall be governed by the laws of the State of New Jersey, U.S.A., without regard to its conflicts of laws principle. All disputes arising hereunder or with respect hereto shall be brought and maintained in the state or federal courts of the State of New Jersey and each party agrees to be subject to the jurisdiction of such courts for such purpose

6.8 No waiver of any breach of, or default under, this Agreement shall constitute a waiver of any other breach of, or default under, this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the Party waiving the breach or default.

6.9 This Agreement is predicated on the understanding by both Parties that under the Telecommunications Act of 1996 ("the Act"), TELCORDIA is permitted to grant the license granted herein to LICENSEE under the terms and conditions of this Agreement. In the event of any court or administrative order, with regard to which all reasonable appeals have been exhausted, that TELCORDIA is not permitted to perform under this Agreement or agreements of this type, then TELCORDIA shall have the right to immediately terminate or modify this Agreement by written notice to LICENSEE. This Agreement may also be terminated or modified, as required, by any state or federal law or regulation, or by judicial decree. Any such termination or modification shall not relieve LICENSEE from any obligations that accrued on or prior to such termination or modification, nor obligate TELCORDIA to refund any monies paid by LICENSEE hereunder. As of the EFFECTIVE DATE of this Agreement, TELCORDIA believes that this Agreement and performance thereunder are consistent with the terms of the Act.

6.10 The headings of this Agreement are for reference only and will not affect the meaning or interpretation of this Agreement.

6.11 Each party is an independent contractor. Neither party is, nor will claim to be, a legal representative, partner, franchisee, agent or employee of the other. Neither party will assume or create obligations for the other. Each party is responsible for the direction and compensation of its employees.

6.12 Each party acknowledges that monetary damages may not be an adequate remedy for any breach or threatened breach of the provisions of this Agreement by the other party, and that such first party shall be entitled to seek equitable relief, including a temporary restraining order, a preliminary or permanent injunction or specific performance, as a remedy for any such breach or threatened breach. Each party agrees that in the event such equitable relief is granted by a court of competent jurisdiction that the party seeking equitable relief shall not be required to post a bond in connection therewith. Each party further agrees that the remedies of a temporary restraining order, preliminary or permanent injunction or specific performance shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity

In Witness Whereof, each of the Parties has caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective date entered below.

TELCORDIA TECHNOLOGIES, INC.

LICENSEE

By _____

By

Title _____

Title _____

Date _____

Date _____

Reference Implementation

