

HANDSTER STANDARD SOFTWARE DISTRIBUTION AGREEMENT

This Software Distribution Agreement ("Agreement") is made between <_____> ("Software Owner") and Handster, Inc. ("Publisher") (each, a "Party"; together, the "Parties").

1. Grant and Reservation of Rights.

1.1 License to Use, Publish and Distribute. Software Owner grants Publisher the non-exclusive right and license to use, distribute, copy (in connection with electronic distribution only), market and license in any media throughout the world (including CDs, gift cards, CompactFlash cards, SD cards, the world wide web, on-device clients, and other commercially acceptable means) the computer programs, graphical images, ringtones, music, user manuals and other mobile content (collectively, "Software"), now or later owned by Software Owner and to accept payments for the Software from customers throughout the world.

1.2 Trademark License. Software Owner grants Publisher a nonexclusive, worldwide, royalty-free right and license to use its trademarks, trade names, service marks, logos or other identifying or distinctive marks (collectively, "Marks"), provided that Publisher will comply with the Software Owner's trademark usage guidelines provided to Publisher.

1.3 Distribution. Publisher, at its sole discretion and at any time, may refuse to distribute or indefinitely suspend the distribution of any piece of Software for any reason. In addition, Publisher, at its sole discretion and at any time, reserves the right to choose which distribution methods, if any, will be used to distribute the Software.

1.4 Demonstration License. Software Owner grants Publisher a royalty-free nonexclusive right and license to use, publicly display, publicly perform, and duplicate the Software for the purpose of marketing or demonstrating the Software to prospective Partners, customers and end users. Such marketing or demonstration efforts may include demonstrating the Software online via an Internet accessible emulation device, webcasting, or other means.

1.5 Publisher's Partners. Publisher may assign and/or sub-license any of the foregoing rights to its distribution partners, including original equipment manufacturers, mobile network operators, and other authorized sales agents ("Partners").

2. Obligations of Software Owner.

2.1 Safety and Compliance. Software Owner shall be solely responsible for ensuring that its Software is safe, free of defects in design and operation, and that it complies with applicable laws and regulations.

2.2 End User Information. Software Owner agrees that it shall be solely responsible for protecting the privacy and legal rights of end users of its Software and, at a minimum, Software Owner shall do as follows:

- (a) If end users provide Software Owner with, or the Software gathers or accesses, usernames, passwords or other log-in information, or any personally identifiable information about end users ("End User Information"), Software Owner must make the end users aware that the End User Information will be available to Software Owner, and

Software Owner must provide legally adequate privacy notice and protection of that information for those end users.

- (b) The Software may only use End User Information for the limited purposes for which the end user has given Software Owner permission to do so, and in no case may the information be used in any manner that would violate Software Owner's privacy policy or Publisher's posted privacy policy.
- (c) If Software Owner or the Software stores End User Information or other sensitive information provided by end users, it must do so securely and only for as long as it is needed.

2.3 Support and Maintenance. Software Owner shall be solely responsible for the content, quality, and performance of the Software, for any warranty, support, maintenance, or other obligations related to the Software, for communicating with end users regarding the Software, and for addressing any end user complaints about the Software. Software Owner agrees to provide end users with support by email or phone, state Software Owner's support email address or phone number at an appropriate place within the Software, and respond to end user related issues pertaining to the Software within five (5) business days. The level of support must, at a minimum, be in accordance with Software Owner's support policies then in effect. Software Owner further agrees to provide a link to any support materials for the Software when submitting the Software to Publisher.

2.4 Responsibilities to Publisher: Software Owner will provide, at no charge, to Publisher or, where applicable, the Partner, customer or end user, the following:

- (a) **Promotional Material.** Marketing materials and user manuals in all reasonably available media for use, at the Publisher's sole discretion, in marketing, installing or using the Software.
- (b) **Software Distribution.** The Software in a form suitable for electronic reproduction and distribution. Before delivering any computer program to Publisher, Software Owner must first test the computer program to ensure it is, to a reasonable extent, free of defects.
- (c) **Bug Fixes.** Bug fixes or software patches as are reasonably required to ensure proper operation of the Software.
- (d) **Suggested retail price.** Software Owner will provide the suggested retail price ("SRP") for all Software being distributed pursuant to this Agreement. The actual retail price of the Software to be determined by Publisher may differ from the SRP provided by Software Owner. For Software distributed within North American and Western Europe, Publisher may discount any or all Software up to 25% off the SRP to match mobile carrier billing points or for time-limited promotions. To maximize gross receipts in light of local market conditions, Publisher may discount Software distributed outside of North American and Western Europe as determined by Publisher in its sole discretion.
- (e) **Volume Pricing.** Software Owner will provide Publisher with a volume pricing model for all Software unless Software Owner elects to use Publisher's standard volume pricing model

for any Software. Consistent with the foregoing, if Software Owner does not supply Publisher with a volume pricing model for any Software, Publisher and Publisher's Partners may use Publisher's standard volume pricing model for sales of that Software in multiple quantities. The volume pricing model used for sales of Software in multiple quantities will determine SRP for the Software. Software Owner may view Publisher's standard volume pricing model through Software Owner's online account with Publisher accessible via Publisher's website, and Publisher may update Publisher's standard volume pricing model at its sole discretion and at any time.

3. Obligations of Publisher.

3.1 Marketing. Publisher will bear all expenses for its operations and staff. Publisher will advertise and promote the Software at Publisher's sole discretion and expense.

3.2 Reporting and Payment. Within 30 days after the end of each month, and provided Software Owner is not in breach of any of its obligations, Publisher will issue to Software Owner a Summary Report and Payment as detailed below.

(a) Net Receipts. Publisher will pay Software Owner Net Receipts comprised of all amounts collected with respect to the Software (the "Gross Receipts") during such month, less: (i) the amount of all transaction fees applicable to such Gross Receipts, which amount Publisher will retain and pay directly, including all fees and charges, charged by Publisher's Partners; (ii) Sales Tax, if any; (iii) Value Added Taxes, if any; (iv) Publisher's Fee equal to 30% of the remaining Gross Receipts (after subtracting i-iii) for such month for sales of Android, Blackberry, Symbian software at Publisher's or Publisher's Partners website and on-device clients (v) Publisher's Fee equal to 50% of the remaining Gross Receipts (after subtracting i-iii) for such month for sales of Java software at Publisher's or Publisher's Partners website and on-device clients

(b) Gross Receipts. Gross Receipts for each month will be reduced by the amount of any prior Gross Receipts that are charged back or lost during such month due to customer refunds processed by Publisher or contested credit card transactions and any fees or penalties associated therewith ("Chargebacks"). If such Chargebacks result in a negative amount of Gross Receipts for a particular month, then within 30 days after the end of such month, Software Owner will pay Publisher an amount equal to such negative Gross Receipts, minus the Publisher Fee applicable to such Gross Receipts, if accumulated amount is more than 200 USD. Publisher may enforce its rights under this paragraph by offset against any payments due Software Owner under this Agreement. Publisher reserves the right to de-list or to increase Publisher's Fee for Software if Publisher determines, at its sole discretion, that the Software quality or Software Owner customer's support is causing a high chargeback ratio to the Publisher. Publisher will notify Software Owner in advance of taking such action to give the Software Owner a chance to correct the problem.

(c) Publish shall have no obligation to effect payment in any month in which the total amount owed Software Owner is less than 200 USD. Lesser amounts will be accumulate with amounts accruing in subsequent months until 30 days after the end of the month in which

the total amount payable to Software Owner comes to exceeds 200 USD, at which point Payment will be made.

3.4 Verification. Software Owner may, once every twelve (12) months and at its sole expense, hire an independent certified public accountant to audit Publisher's financial records to the extent reasonably necessary to verify Publisher's compliance with its payment obligations under this Agreement. The certified public accountant will execute a reasonable confidentiality agreement prior to commencing any such inspection. Notwithstanding the foregoing, any financial records not audited within a twelve (12) month period will be deemed accurate and not subject to review. Should such audit discover a discrepancy of ten percent (10%) or more in the Software Owner's favor, Software Owner shall be reimbursed for the reasonable cost of such audit, in addition to receiving the adjusted payment.

4. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, USE, DISTRIBUTION OR MARKETING OF THE SOFTWARE OR ANY RELATED ITEM OR SERVICE PROVIDED BY SOFTWARE OWNER OR PUBLISHER. IN NO EVENT SHALL PUBLISHER'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PUBLISHER RECEIVES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM.

5. Term and Termination.

5.1 Term. This Agreement commences on the date of the last signature, electronic via online acceptance or otherwise, and shall remain in effect for twelve (12) months (the "Term"). This Agreement automatically renews for successive twelve (12) month periods (the "Renewals"), unless either party notifies the other party in writing, at least sixty (60) days before the end of the Term or any Renewals, of its election not to renew.

5.2 Termination. For Cause. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice based on any of the following: (i) the other party's failure to comply with any term of this Agreement within thirty (30) days after written notification; or (ii) the other party's insolvency or the filing of any proceeding by or against that party seeking relief from creditors. **Without Cause.** Either party may terminate this Agreement at any time by giving the other party ninety (90) days prior written notice based on any reasoning.

5.3 Rights and Duties Upon Termination. In the event of expiration or termination of this Agreement: (i) within thirty (30) days of termination, Publisher shall provide Software Owner with a statement of all sums due to Software Owner under this Agreement; (ii) Publisher shall not license, sell or otherwise dispose of the Software to any third party after the effective date of such expiration or termination; and (iii) the Software Owner shall be responsible for continued support of past and future sales of the Software. Software Owner acknowledges and agrees that the termination or expiration of this Agreement does not terminate the rights or licenses of an end user to continue to

use the Software, if the Software was subscribed to or downloaded by the end user prior to the effective date of expiration or termination.

5.4 Return of Software. Upon termination or expiration of this Agreement, Publisher shall deliver to Software Owner all Software, including code and documentation, covered by this Agreement or destroy or erase any versions of such material which cannot be returned to Software Owner. Notwithstanding the foregoing, Publisher may retain one copy of the Software and documentation solely for archival purposes.

6. Proprietary Rights.

6.1 Ownership by Software Owner. The parties agree that Software Owner owns all proprietary rights, including copyrights, patents, trademarks, and trade secrets, in and to the Software and that this Agreement does not transfer ownership of any of these rights.

6.2 Ownership by Publisher. The parties agree that Publisher owns all proprietary rights, including copyrights or trademarks, in any marketing materials created, modified or otherwise prepared by Publisher which may contain Software Owner's proprietary materials, including copyrights or trademarks.

7. Warranties and Indemnification.

7.1 General Warranties. Each party warrants that it has the full power, legal right and authority to enter into this Agreement and perform its obligations hereunder.

7.2 Warranties by Software Owner. Software Owner represents and warrants that: (a) the Software, as submitted and as subsequently updated or upgraded, will be free from code that: (i) might disrupt, disable, harm, or otherwise impede the operation of any software, firmware, hardware, television, computer system, or network; (ii) would enable Company or anyone else to gain unauthorized access to an end user's device or private information for any reason; (iii) gathers information in a manner that leads to exploitation of an end-user's data or a loss of privacy; and/or (iv) would otherwise enable the misappropriation of private information; (b) the Software will comply with all applicable laws; (c) Software Owner has all necessary rights to grant the licenses provided in Section 1 of this Agreement, and neither Publisher's exercise of the license granted nor the Software will infringe or otherwise violate any third-party rights including but not limited to copyrights, trademarks, patents, or other intellectual property rights; and (d) the Software does not and will not contain any material (or advertising promoting material) that is unlawful, harmful, threatening, defamatory, pornographic, harassing, private, or racially, ethically, or similarly objectionable, facilitates illegal activity, promotes violence, discrimination, or illegal activities, or incorporates any materials that infringe or assist others to infringe on any copyright, trademark, or other intellectual property rights.

7.3 Disclaimer of Warranties. Except for the express representation and warranties set forth in this Agreement, neither Software Owner nor Publisher make any other representations or warranties. Each party expressly disclaims all other representations or warranties.

7.4 Duty to Indemnify. Software Owner hereby agrees to indemnify and defend Publisher, its Partners, successors and assigns from and against all claims, demands, actions, proceedings,

liabilities, costs, and expenses based on any claim that: (i) arises from an alleged breach of Software Owner's obligations, representations or warranties under this Agreement; (ii) arises from Software Owner's actions or Software allegedly infringing the intellectual property rights of any third party; (iii) arises as a result of Software Owner's alleged breach of any warranty, representation, or support, maintenance, or other obligation to end users.

8. General Provisions.

8.1 General. Publisher will not be liable for any delay or failure to fulfill its obligations hereunder that results from acts of God, war, civil disturbance, court order, legislative or regulatory action, catastrophic weather condition, failure or fluctuation in electrical power or other utility services or other cause beyond its control. This Agreement will not be construed to create a joint venture or partnership between the parties and neither will have the right, power, or authority at any time to act on behalf of, or impose any obligation on or to represent the other, except as expressly set forth herein. Software Owner understands that Publisher may subcontract certain of its obligations under this Agreement, including credit card processing and the operation of the restricted server.

8.2 Notices. Entire Agreement. All notices under or relating to this Agreement may be sent by e-mail or by registered mail to the address below or to any other address the party may designate in writing. This Agreement and its exhibit(s), attachments, and/or addenda, if any, set forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings and negotiations with respect to the subject matter hereof.

8.3 Amendment. Publisher may, from time to time, modify the terms of this Agreement by: (i) posting the revised agreement on Publisher's website and notifying Software Owner of the change by e-mail; (ii) forwarding a copy of the revised Agreement to Software Owner, whether electronically or through a postal service; or (iii) any other means reasonably calculated to inform Software Owner of the terms of the revised agreement. Unless Software Owner objects to the revised agreement in writing to Publisher within thirty (30) days of receiving notice of the change, in which case no revision will take effect, Software Owner will be deemed to have accepted the terms of the revised Agreement and the as-revised Agreement will take effect and be binding on both parties at the end of Software Owner's thirty (30) day objection period. No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the Parties unless in writing and accepted by Software Owner in the manner described above or signed by both Parties.

8.4 Governing Law. Arbitration of disputes. This Agreement shall be governed by the laws of California (but not the law of conflicts) and the stipulations set forth herein to be construed in accordance with same. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Santa Clara County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator may allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as is necessary to

protect either party's name, proprietary information, trade secrets, know-how, or any other intellectual property rights. Because both parties to this Agreement have had the opportunity to negotiate individual provisions of this Agreement, the parties agree that any arbitrator or court shall not construe any ambiguity that may exist in this Agreement against a party on the basis of that party having drafted the Agreement.

8.5 Assignment. Neither party may assign this Agreement, or sublicense, assign or delegate any right or duty hereunder, without the prior written consent of the other. Notwithstanding the foregoing, Publisher shall have the right, on notice to Software Owner, to assign its rights and obligations under this Agreement to its parent company, Opera Software ASA, or any subsidiary thereof.

8.6 Legal Effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

8.7 Counterparts/Facsimiles. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For the purposes hereof, a facsimile copy of this Agreement including the signature pages hereto, shall be deemed an original.

BY COMPLETING THE INFORMATION OR REPLYING "I AGREE" TO THE EMAIL WITH THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT THE INFORMATION PROVIDED BELOW IS TRUE AND ACCURATE, YOU ARE AT LEAST 18 YEARS OLD, AN AUTHORIZED REPRESENTATIVE OF THE SOFTWARE OWNER AND HAVE THE POWER AND AUTHORITY TO ENTER INTO AND BIND SOFTWARE OWNER TO THIS AGREEMENT. YOU AND THE SOFTWARE OWNER, ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT (WHICH INCLUDES ALL EXHIBITS), UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.