GENERO MOBILE

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Software License Agreement**") is entered into as of _____ (the "**Effective Date**") between _____, a _____ having a principal place of business at _____ ("**Licensee**" or "**You**") and Four J's Development Tools Europe Limited, a private limited company registered in Ireland having a principal place of business at Inforad House, Unit L6B, Smithstown Industrial Estate, Shannon, County Clare, Ireland ("**Four J's**").

In consideration of the mutual covenants contained in this Software License Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

As used in this Software License Agreement:

"Developed Application" means an application developed by Licensee.

"Documentation" means the user manuals (in written or electronic form) provided to Licensee along with the Licensed Software.

"Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"Licensed Software" means the Mobile Development Kit and the Mobile Deployment Modules.

"License Activation Key" means the serial number that is provided to Licensee by Four J's and is required to unlock the Licensed Software to make it function.

"Mobile Development Kit" means Genero Mobile and any modified, updated or enhanced versions of Genero Mobile that Four J's may provide to Licensee pursuant to this Software License Agreement or to a separate Service Level Agreement.

"Mobile Deployment Modules" means any runtime modules intended for redistribution by Licensee and any modified, updated or enhanced versions of the Mobile Deployment Modules that Four J's may provide to Licensee pursuant to this Software License Agreement or to a separate Service Level Agreement.

"Source Code" means the human-readable version of a software program that can be compiled into Executable Code.

2. LICENSE GRANTS.

2.1 License. Subject to Licensee's full compliance with the terms and conditions of this Software License Agreement, Four J's grants to Licensee (i) a non-exclusive, non-transferable, sublicensable license to use, reproduce, and distribute the Mobile Development Kit (in Executable Code form only) only in accordance with the Documentation on any device that the Licensee owns or controls; and (ii) a non-exclusive, non-transferable, sublicensable license to use, reproduce, and distribute the Mobile Deployment Modules (in Executable Code form only) solely as part of a Developed Application. Licensee may not distribute Mobile Deployment Modules on a standalone basis. The Licensed Software may only be used in accordance with the Documentation. Four J's grants to Licensee a non-exclusive, non-transferable license to use the Documentation. Four J's will provide certain

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2.2 Open Source Terms. The Licensed Software is delivered with certain items of independent, third-party code that are licensed under separate terms provided by the authors or licensors ("**Third Party Code**"). This Third Party Code is licensed under the terms of the license that accompanies such Third Party Code. Nothing in this Software License Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for any Third Party Code delivered with the Licensed Software. Except for Sections 9 ("Warranties") and 11 ("Limitation of Liability"), none of the terms of this Agreement apply to such Third Party Code. In particular, nothing in this Software License Agreement restricts your right to copy, modify, and distribute such Third Party Code. Notwithstanding any contrary provisions in this Software License Agreement, for Third Party Code licensed under the LGPL, if applicable, you may modify only the portions of the Licensed Software that are linked with such Third Party Code solely for your own use, and reverse engineer the Licensed Software solely to the limited extent necessary for debugging such modifications.

3. RESTRICTIONS ON USE.

Licensee acknowledges that the Licensed Software and its structure, sequence, organization and Source Code constitute valuable trade secrets of Four J's and/or its suppliers. Accordingly, except as specifically authorized herein, Licensee agrees not to (a) modify, adapt, alter, translate, or create derivative works from the Licensed Software; (b) lease, rent, loan, or otherwise transfer the Licensed Software to or by any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code of the Licensed Software; or (d) otherwise use or copy the Licensed Software. Notwithstanding the foregoing, decompiling the Licensed Software is permitted to the extent the laws of Licensee's jurisdiction give Licensee the right to do so to obtain information necessary to render the Licensed Software interoperable with other software; provided, however, that Licensee must first request such information from Four J's and Four J's may, in its discretion, either provide such information to Licensee or impose reasonable conditions, including a reasonable fee, on such use of the Licensed Software to ensure that Four J's' and its supplier's proprietary rights in the Licensed Software are protected. Licensee agrees not to use the license rights granted to the Licensed Software to develop or market a product similar to or competitive with the Licensed Software.

4. APP DEVELOPMENT AND DISTRIBUTION.

4.1 Developer License. Licensee acknowledges and agrees that Licensee shall comply with all applicable third party terms when developing a Developed Application, including entering into a developer license agreement, enterprise license agreement, or other similar agreement as may be required by a third party in order to develop and/or distribute an application on such third party's platform (e.g. iOS Developer Program License Agreement).

4.2 End User License Agreement. When distributing Developed Applications, Licensee shall include in its end user license agreement an acknowledgement that such agreement is concluded between Licensee and the end user only, and not with Four J's or any third party, and Licensee is solely responsible for Developed Applications and the content thereof. The end user license agreement may not provide for usage rules for Developed Applications that are less restrictive than, or in conflict with, the usage rules set forth in the applicable third party terms relevant for distributing Developed Applications or in any third party end user license agreement minimum terms guidelines.

5. MAINTENANCE AND SUPPORT.

5.1 Maintenance and Support for Mobile Development Kit.

A.   The Mobile Development Kit is provided without software maintenance or support of any kind. Licensee may subscribe to maintenance and support services for the Mobile Development Kit. If Licensee subscribes to such services, Four J's will use commercially reasonable efforts to provide Licensee with maintenance and support for the Licensed Software in accordance with its standard practices or pursuant to a Service Level Agreement, as applicable in accordance with the terms of

Licensee's subscription. If Licensee subscribes for an initial term of maintenance and support services, each term of service ("**Maintenance Term**") will be automatically succeeded by another Maintenance Term equal in length to the original Maintenance Term, unless either party gives written notice of its intention not to renew no later than sixty (60) days prior to the end of the current Maintenance Term.

B.   Licensee agrees to pay all fees or charges in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Licensee must provide Four J's with a valid credit card (Visa, MasterCard or any other issuer accepted by us) ("**Payment Provider**"), or purchase order information as a condition to signing up for support services. The terms and conditions of Licensee's standard purchase order (or any other document submitted) that conflict with or in any way purport to amend any of the terms and conditions of this Software License Agreement are hereby specifically objected to and will be of no force or effect. Licensee's Payment Provider agreement governs use of the designated credit card account, and Licensee must refer to that agreement and not the terms of this Software License Agreement to determine its rights and liabilities. By providing Four J's with its credit card number and associated payment information, Licensee agrees that Four J's is authorized to immediately invoice Licensee for all fees and charges due and payable to Licensee hereunder and that no additional notice or consent is required. Licensee agrees to immediately notify Four J's of any change in its billing address or the credit card used for payment hereunder. Four J's reserves the right at any time to change prices and billing methods, either immediately upon posting notice on the website or by e-mail delivery to Licensee. All payments made are nonrefundable unless otherwise expressly stated herein or as required under applicable law.

5.2 Version Support. Four J's shall have no obligation to maintain or support any version other than the then current and immediate prior version of the Licensed Software.

6. ROYALTIES.

6.1 Royalty Fees.

A.   The license to use the Mobile Development Kit is fully paid-up and royalty-free. Upon download of the Mobile Development Kit by Licensee, Four J's shall provide Licensee with a License Activation Key authorizing use of the Mobile Development Kit. Licensee will be responsible for installing the Mobile Development Kit as permitted under this Software License Agreement.

B.   In consideration for the license to use the Mobile Deployment Modules, Licensee shall pay to Four J's the applicable fees as specified in this subsection. Licensee shall have the following pricing options. The fee method must be selected at the time of the initial download of the Mobile Development Kit. In order to exercise Method 1, the Developed Application must be distributed by Licensee for purposes of revenue generation.

METHOD 1: REVENUE SHARING

Licensee shall pay to Four J's a revenue share equal to [__]% of the Net Licensee Revenues actually received by Licensee through distribution of the Developed Application. "**Net Licensee Revenues**" means the actual fees paid to Licensee by (i) end users in consideration for downloading, installing, or using Licensee's app, (ii) end users in consideration for in-app purchases, (iii) advertisers in consideration for in-app advertisements, or (iv) third parties in consideration for in-app sponsorships. Net Licensee Revenues are net of taxes, fees, refunds, credits, rebates actually made, and other charges.

If Licensee distributes the Developed Application in combination with other products or services, Licensee shall pay to Four J's a revenue share equal to [__]% of the product of (i) Net Licensee Revenues multiplied by (ii) the fraction A/(A+B), where A is the list price, or, if there is no list price, fair market value of the Developed Application if sold separately, and B is the list price, or, if there is no list price, fair market value of the other products or services if sold separately.

Notwithstanding the foregoing, each calendar quarter, Licensee shall pay to Four J's a minimum royalty of $[__]. Minimum royalties are creditable against earned royalties for the calendar quarter in which they are paid.

On the last day of each calendar quarter (March 31, June 30, September 30, and December 31), Licensee shall provide Four J's with a report on the calculation of revenues to be paid to Four J's on

the form set forth in Schedule I to this Software License Agreement. Licensee shall pay all fees owed within 30 days after the last day of each calendar quarter.

METHOD 2: FLAT FEE

Within 30 days of completion of the Developed Application, Licensee shall pay a fee of $[__] to Four J's for each device on which the Developed Application will be installed. If the number of devices increases, within 30 days of such increase, Licensee shall notify Four J's of the revised pricing and pay to Four J's the fees owed for the additional devices.

6.2 Records. At all times during the term of this Software License Agreement, and for at least three (3) years after the termination of this Software License Agreement, Licensee will maintain at its principal place of business complete and accurate records with respect to Licensee's activities pursuant to this Software License Agreement, including a complete list of all copies of the Developed Applications made or distributed by Licensee and a complete list of sublicensee names, addresses, electronic mail addresses, and primary contacts and all data needed for verification of amounts to be paid to Four J's under this Software License Agreement.

6.3 Audits. Four J's shall have the right, during normal business hours and upon prior notice to Licensee to engage an independent audit firm selected by Four J's to audit Licensee's records and practices relating to its activities pursuant to this Software License Agreement in order to verify Licensee's compliance with the terms and conditions of this Software License Agreement. The audit will be conducted at Four J's expense, unless the audit reveals that unpaid royalties exceed 5% of the royalties paid to Four J's during the applicable period during which such underpayment occurred, in which case Licensee shall reimburse Four J's for all reasonable costs and expenses incurred in connection with such audit.

7. PAYMENT TERMS.

Overdue payments will be subject to a late charge of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is lower. All payments shall be made in U.S. dollars.

Licensee may not set off against Four J's invoices any amounts that Licensee claims are due to it from Four J's, and Licensee waives any right it may have to set off or withhold payments for maintenance and support services or royalties owed pursuant to Section 6.

Licensee agrees to pay all costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) incurred by Four J's in any effort to collect any indebtedness of Licensee to Four J's under this Software License Agreement.

8. TAXES.

Licensee will be responsible for and will indemnify and hold Four J's harmless from payment of all taxes (other than taxes based on Four J's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of fees and royalties to Four J's under this Agreement or the delivery or license of the Licensed Software to Licensee. Licensee will make all payments of fees and royalties to Four J's free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees and royalties to Four J's will be Licensee's sole responsibility, and Licensee will provide Four J's with official receipts issued by the appropriate taxing authority, or such other evidence as Four J's may reasonably request, to establish that such taxes have been paid.

9. WARRANTIES.

9.1 Software Warranty. If Licensee does not subscribe for maintenance and support services, for a period of sixty (60) days after downloading the Licensed Software, Four J's warrants that the Licensed Software, when used as delivered by Four J's and as permitted under this Software License Agreement and in accordance with the Documentation (including use on a computer hardware and operating system platform supported by Four J's), will operate substantially as described in the Documentation. If the Licensed Software does not operate substantially as described in the Documentation, as Licensee's sole and exclusive remedy, Four J's shall promptly repair or replace the defective or nonconforming software.

9.2 Warranty Disclaimers.

SUBJECT TO SECTION 9.1, THE LICENSED SOFTWARE, SUPPORT SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOUR J'S AND ITS SUPPLIERS AND PARTNERS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY WITH RESPECT TO THE SOFTWARE AND THE DOCUMENTATION. THE FOREGOING DISCLAIMERS APPLY TO YOU AND ANY THIRD PARTIES.

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10. INFRINGEMENT CLAIMS.

Four J's will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Licensed Software infringes any such third party's U.S. copyrights or misappropriates any such third party's trade secrets recognized as such under the Uniform Trade Secrets Act, and Four J's will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Licensee notifying Four J's promptly in writing of such action, Licensee giving Four J's sole control of the defense thereof and any related settlement negotiations, and Licensee cooperating and, at Four J's' request and expense, assisting in such defense. If the Licensed Software becomes, or in Four J's' opinion is likely to become, the subject of an infringement claim, Four J's may, at its option and expense, either (a) procure for Licensee the right to continue using the Licensed Software or (b) replace or modify the Licensed Software so that it becomes non-infringing. Notwithstanding the foregoing, Four J's will have no obligation under this Section 10 or otherwise with respect to any infringement claim based upon (i) any use of the Licensed Software not in accordance with this Software License Agreement or for purposes not intended by Four J's, (ii) any use of the Licensed Software in combination with other products, equipment, software, or data not supplied by Four J's to the extent such combination is the cause of any claim, (iii) any use of any release of the Licensed Software other than the most current release made available to Licensee, or (iv) any modification of the Licensed Software by any person other than Four J's. THIS SECTION 10 STATES FOUR J'S' ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

11. LIMITATION OF LIABILITY.

A.   Exclusion of Certain Damages. IN NO EVENT WILL FOUR J'S BE LIABLE FOR ANY LOST DATA OR LOST PROFITS OR CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS SOFTWARE LICENSE AGREEMENT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

B.   Liability Limitation. FOUR J'S' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SOFTWARE LICENSE AGREEMENT AND THE LICENSED SOFTWARE, SUPPORT SERVICES, AND DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (I) FIFTY DOLLARS ($50.00) OR (II) THE AMOUNT OF FEES PAID TO FOUR J'S HEREUNDER (IF ANY).

C.   Critical Control Applications. THE LICENSED SOFTWARE IS NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE OR MASS DESTRUCTION, AND LICENSEE

AGREES THAT FOUR J'S WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE LICENSED SOFTWARE.

D.   Allocation of Risk. LICENSEE ACKNOWLEDGES THAT THE FEES PAID HEREUNDER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT AND THAT FOUR J'S WOULD NOT ENTER INTO THIS SOFTWARE LICENSE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN ADDITION, LICENSEE DISCLAIMS ALL LIABILITY OF ANY KIND OF FOUR J'S' SUPPLIERS.

12. TERM AND TERMINATION.

12.1 Term. The term of this Software License Agreement will begin on the Effective Date and will continue indefinitely unless terminated pursuant to Section 12.2.

12.2 Termination. Either party may terminate this Software License Agreement, with or without cause, upon written notice to the other party. This Software License Agreement will automatically terminate if (a) Licensee breaches any provision in Section 3 ("Restrictions on Use") or Section 13.1 ("Proprietary Rights"), or (b) Licensee breaches any other provision of this Software License Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Four J's.

12.3 Effects of Termination. Upon termination of this Software License Agreement for any reason, (i) all license rights granted in this Software License Agreement will immediately cease to exist, (ii) Licensee must promptly discontinue all use of the Licensed Software and erase all copies of the Licensed Software from Licensee's computers, (iii) Licensee must promptly discontinue the use, reproduction, and distribution of the Mobile Deployment Modules, and (iv) any amounts owed to Four J's under this Software License Agreement before such termination will be immediately due and payable. If this Software License Agreement is terminated by Four J's without cause, Four J's shall refund to Licensee any prepaid fees for maintenance and support services made by Licensee prorated for the amount of time remaining in the applicable Maintenance Term. Except as otherwise expressly provided in this Software License Agreement, Licensee shall not be entitled to any refund of any amounts paid under this Software License Agreement. Any payment obligations and Sections 1 ("Definitions"), 3 ("Restrictions on Use"), 9 ("Warranties"), 11 ("Limitation of Liability"), 12.3 ("Effects of Termination"), and 13 ("General") of this Software License Agreement will survive termination for any reason.

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C.   Licensee acknowledges that the Licensed Software contains Confidential Information and valuable trade secrets and proprietary information of Four J's, that any actual or threatened breach of Section 3 ("Restrictions on Use"), this Section 13.1 ("Proprietary Rights") or 13.2 ("Confidentiality") will constitute immediate, irreparable harm to Four J's for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

13.2 Confidentiality.   "**Confidential Information**" means all information disclosed by the one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), including, without limitation, any and all information or proprietary materials (in every form and media) which have been or are hereafter disclosed and which are not generally known in the relevant trade or industry. Confidential Information includes, without limitation, all trade secrets and intellectual property rights, and all existing or

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13.3 Compliance with Laws. Licensee will comply with all applicable export and import control laws and regulations in its use of the Licensed Software and, in particular, Licensee will not export or re-export the Licensed Software without all required United States and foreign government licenses. By using the Licensed Software, Licensee represents and warrants that (i) Licensee is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) Licensee is not listed on any U.S. Government list of prohibited or restricted parties. Licensee will defend, indemnify, and hold harmless Four J's from and against any violation of such laws or regulations by Licensee or any of its agents, officers, directors, or employees.

13.4 Assignments. Licensee may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Software License Agreement (including its licenses with respect to the Licensed Software) to any third party without Four J's' prior written consent except pursuant to a merger, sale, acquisition, corporate reorganization or other change of control event of Licensee in its entirety. Any attempted assignment or transfer in violation of the foregoing will be void. Four J's may transfer or assign this Software License Agreement in connection with any merger, sale, acquisition, consolidation, corporate reorganization or change of control event, including sale of any or all of the assets to which this Software License Agreement might relate.

13.5 U.S. Government End Users. If Licensee is a branch or agency of the United States Government, the following provision applies. The Licensed Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 27.7202-3 (JUN 1995).

13.6 Notices. All notices, consents and approvals under this Software License Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Notices to Four J's shall be addressed to: Four J's Development Tools Europe Limited, c/o Inforad House, Unit L6B, Smithstown Industrial Estate, Shannon, County Clare, Ireland, Attn: Customer Services.

13.7 Governing Law and Venue. This Software License Agreement will be governed by the laws of California as such laws apply to contracts between California residents to be performed entirely within California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Software License Agreement. You agree that any action or proceeding arising from or relating to this Software License Agreement brought by you must be brought in a court in California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. Notwithstanding the foregoing: (i) You consent to entry and execution of any judgment

against You in any jurisdiction where You conduct or maintain business or assets; and, (ii) You agree that Four J's may bring an action against You in any jurisdiction it elects for the purpose of enforcing its rights under this Software License Agreement and/or related to its intellectual property rights.

13.8 Remedies. The parties' rights and remedies under this Software License Agreement are cumulative. If any legal action is brought to enforce this Software License Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

13.9 Miscellaneous. All waivers must be in writing. Any waiver or failure to enforce any provision of this Software License Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Software License Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. The headings of sections of this Software License Agreement are for convenience and are not to be used in interpreting this Software License Agreement. As used in this Software License Agreement, the word "including" means "including but not limited to." This Software License Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Software License Agreement may be amended only by a written document originally signed in ink by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Software License Agreement as of the Effective Date.

FOUR J'S   _____

By:_____   By: _____

Name:_____   Name: _____

Title:_____   Title: _____

Schedule I

Revenue Declaration Form

Quarterly Period: _____

Actual Fees Received	List Price or Fair Market Value of Developed Application (FOR BUNDLED SALES ONLY)	List Price or Fair Market Value of Other Products or Services (FOR BUNDLED SALES ONLY)	Taxes, Fees, Refunds, and Other Charges	Net Licensee Revenue	Royalty Percentage	Royalty Fee
$	$	$	$	$	%	$

Total Fees: $_____