

Asianux **[Product]** Early Access Program Agreement

This agreement (“Agreement”) made on _____, 2009 (the “Effective Date”) between Asianux Corporation Ltd. with its principal address at Room I-M, 19/F, Tower B, Oriental Plaza, 359 Zhongshan Rd., Wuxi, P.R.China (“Asianux”) and the named [Participant] at the address listed below (“[Participant]”). This Agreement sets forth the terms and conditions under which [Participant] is granted access to beta versions (before public released) of Asianux Mobile Midinux 3.0 software and related documents (the “Software”) as made available by Asianux from time to time during the term of this Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. The following capitalized terms will have the meanings set forth below:

1.1 “**Authorized Employees**” means any of [Participant]’s or Subcontractor’s employees who (i) require access to the Software for purposes authorized by this Agreement; (ii) have entered into a confidentiality agreement with [Participant]; and (iii) have been informed of the restrictions set forth in this Agreement and acknowledge their obligations of confidentiality under this Agreement. Except for Subcontractors, nonemployee subcontractors and consultants may not be Authorized Employees under this Agreement.

1.2 “**Product**” means [Participant]’s hardware and/or software that will be included in one of the following devices: (check all that apply)

Mobile Phone

MID (Mobile Internet Device)

MIND (Mobile Internet Navigation Device)

In-vehicle Entertainment System

NetBook

NetTop

Classmate

NoteBook

Desktop Software (please describe): _____.

Other (please describe): _____.

1.3 “**Subcontractor**” means the following subcontracting entities:

_____.

2. Grant of License.

2.1 Evaluation and Demonstration. [Participant] will provide to Asianux a list of the employee names and [Participant] corporate email addresses of Authorized Employees. Asianux will provide to such Authorized Employees access to the Software secure ftp site (the "Site"). Asianux will also make available to [Participant] applicable mailing list, Bugzilla and file share areas. Asianux grants [Participant] a limited, non-exclusive, royalty-free, non-transferable, non-sublicensable (except to Subcontractors as set forth herein) license to use the Software solely to (a) evaluate, test and integrate with Products and (b) publicly perform as integrated with Products as part of demonstrating Products to [Participant]'s potential [Participant]s. Software may only be used subject to the terms of this Agreement. [Participant] will not use, nor permit others to use, the Software in a manner inconsistent with the terms of this Agreement, including, but not limited to, by combining any portion of the Software with any other software, source codes, data, databases, hardware, or technologies other than as set forth herein.

2.2 Commercial Use. Asianux grants no commercial use or distribution license hereunder. If [Participant] wishes to obtain a commercial use and distribution license, [Participant] may contact Asianux to enter into a separate Software commercial distribution license agreement with Asianux.

2.3 Subcontractors. [Participant] may exercise its rights under this Agreement directly or through Subcontractors, provided that the agreement between [Participant] and any Subcontractor obligates Subcontractor to the same or greater obligations relative to the Software as [Participant] agrees to under this Agreement. [Participant] also agrees to be liable for any acts or omissions by any Subcontractor which if performed or not performed by [Participant] would be a breach of this Agreement.

2.4 Discontinue Access. Asianux may revoke or change the password and may discontinue [Participant]'s access to the Site at any time in with thirty (30) days prior written notice in the event [Participant] is in material breach of any provisions hereof and fails to remedy such breach within thirty (30) days of having been notified thereof in writing.

3. Requirements for [Participant]'s Use of Software.

3.1 Nondisclosure: [Participant] shall treat the Software with the same degree of care and safeguards that [Participant] takes with [Participant]'s own confidential information, but in no event less than a reasonable degree of care. Without limiting the foregoing, [Participant] will not:

3.1.1 copy any portion of the Software except as required to for the evaluation or demonstration of the Software;

3.1.2 download the Software in a retrieval system or computer system of any kind except a system which is monitored by [Participant], located at [Participant]'s physical site, password protected, and accessible only by [Participant]'s Authorized Employees; or

3.1.3 modify in any way, decompile, reverse engineer, otherwise transfer, distribute or use the Software for any purpose not specifically authorized by this Agreement; or

3.1.4 limit or subset the functionality of the Software.

3.2 Additional Security Obligations. [Participant] will assign one Authorized Employee to provide Asianux with a current list of valid UserIDs for Authorized Employees and to notify Asianux when access to any UserID should be revoked because such UserID is no longer an Authorized Employee. [Participant] will promptly notify Asianux of any lost or missing items relating to the Software and use best efforts to recover such items. [Participant] will comply with Asianux's reasonable requests to provide evidence of applicable confidentiality agreements entered into between [Participant] and Authorized Employees.

3.3 Patents. [Participant] agrees not to use any information derived from [Participant]'s use and review of the Software for the purpose of asserting any [Participant] patent rights, or assisting a third party to assert any of its patent rights, against Asianux or any [Participant] of the Software.

4. Ownership.

4.1 As between Asianux and [Participant], Asianux owns all rights in the Software, including all Intellectual Property Rights. Other than the license rights granted above, nothing in this Agreement will be construed to grant to [Participant] any rights to the Software.

5. Support

5.1 Asianux provides no support to [Participant] under this Agreement. [Participant] may enter into a separate fee-based support agreement with Asianux.

6. Term and Termination.

6.1 Term. The term of this Agreement will begin on the Effective Date and will continue for **two (2)** years unless earlier terminated in accordance with the terms hereof.

6.2 Termination. Either party may terminate this Agreement immediately upon notice to the other party for any reason or for no reason.

6.3 Effect of Termination. Upon any termination or expiration of this Agreement, [Participant]'s license rights hereunder will cease and [Participant] will destroy all copies of the Software. All provisions hereof that, by their nature, are intended to survive the termination or expiration of this Agreement, will survive such termination or expiration.

8. Warranty Disclaimer; Limitation of Liability.

8.1 THE SOFTWARE IS PROVIDED UNDER THIS AGREEMENT 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR WARRANTIES THAT THE SOFTWARE IS FREE OF

DEFECTS. [PARTICIPANT] BEARS THE ENTIRE RISK IN CONNECTION WITH ITS USE OF THE SOFTWARE UNDER THIS AGREEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT SUBJECT TO THIS DISCLAIMER.

8.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ASIANUX'S LIABILITY TO [PARTICIPANT] HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID BY [PARTICIPANT] TO ASIANUX HEREUNDER.

9. General.

9.1 Notices. All written notices required by this License must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt by the persons specified herein. Notices to [Participant] must be delivered to the person and at the address specified in the signature block below. Notices to Asianux must be sent to: Asianux Corporation Ltd.,.

9.2 Miscellaneous. The relationship created by this Agreement is one of independent contractors, and not partners or joint ventures. Nothing in this Agreement shall be interpreted to provide [Participant] with any title or other ownership rights in the Software and other materials provided by Asianux. Asianux may assign this Agreement, and its rights and obligations hereunder, in its sole discretion. [Participant] may not assign this Agreement, including by way of merger (regardless of whether [Participant] are the surviving entity or acquisition, without Asianux's prior written consent. This Agreement, including any and all Exhibits attached hereto and made a part hereof, constitute the complete and exclusive agreement between Asianux and [Participant] with respect to its subject matter, and supersede all prior oral or written understandings, communications or agreements. This Agreement may not be modified except in a writing duly signed by an authorized officer of Asianux and [Participant]. The waiver by either party of any breach of this Agreement by the other party will not waive subsequent defaults by such party of the same or a different kind. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provision hereof. This Agreement shall be governed by and construed in accordance with the laws of P.R.China without reference to its conflict of law principles.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, [Participant] hereby evidences its agreement with the terms



hereof by its duly authorized representative.

[PARTICIPANT] Name of Entity:

_____ Date: _____

Jurisdiction of corporation: _____ Address: _____

_____ Address: _____

By: _____ Address: _____

Print Name: _____ Telephone: _____

Title: _____ Fax: _____

Please complete the following for each Authorized Employee:

| Authorized Employee Name | User Name | Registered Email Address |
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Please note that only registered users will be able to access the Software.

Please complete the following for each Subcontractor:

Subcontractor:

| Authorized Employee Name | User Name | Registered Email Address |
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PRODUCT INFORMATION

Product name and model number: _____

Expected first distribution date for the Product(s): _____