

Jabber Trademark Enforcement Agreement

This Agreement effective May 2, 2003 (the "Effective Date") is entered into by and between Jabber, Inc., a Delaware corporation ("JINC") and the Jabber Software Foundation, a not-for-profit membership organization ("JSF").

WHEREAS, JINC and the JSF have developed a Jabber Trademark Position Statement ("JTPS"), a copy of which is attached hereto as Exhibit A, which contemplates the grant to the JSF by JINC of a perpetual royalty-free license to use the Jabber trademark, Reg. No. 2623241 (the "Mark") to further the goals and interests of the JSF, JINC and the Jabber.org open-source community (the "Community").

WHEREAS, JINC has granted the JSF a perpetual royalty-free license to use the Mark.

WHEREAS, JINC desires to retain the JSF and the JSF desires to demonstrate its willingness and ability to administer the use of the Mark to protect the integrity of the Mark and to ensure the proper use of the Mark in connection with the XMPP protocol and the protocol's use as an internet standard for instant messaging and awareness recognition.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, JINC and the JSF agree as follows:

1. Protection of Mark. Commencing with the Effective Date and for the twelve-month period thereafter (the "Trial Period"), the JSF shall administer the use of the Mark and shall take any and all actions, including legal action, the JSF deems necessary and reasonably required to ensure that the use of the Mark by third parties is consistent with the guidelines set forth in the JTPS. The JSF shall notify JINC at the time that the JSF first becomes aware of a questionable use of the Mark by a third party, including with such notification an outline of the actions the JSF is taking to ensure that the third party ceases the questionable use and uses the Mark in a proper manner consistent with the JTPS. Thereafter, the JSF shall periodically advise JINC of the status of its actions with respect to such use by the third party and such party's compliance with the JTPS. In the event the JSF believes legal action is required, it will so notify JINC and the JSF and JINC will mutually agree on the action to be taken, it being understood that JINC will, so long as it is the owner of the Mark, be responsible for and shall pay the legal costs associated with such action. At least once every three months during the Trial Period, one or more representatives of the JSF and one or more representatives of JINC shall meet to review the JSF's administration of the use of the Mark. In the event that JINC is not satisfied with the JSF's administration of the Mark, it shall so advise the JSF and the JSF and JINC shall use their respective best efforts to resolve the issues raised by JINC.

2. Transfer of Mark. Representatives of JINC and the JSF shall meet during the fourth quarter of the Trial Period to review the JSF's actions with respect to the administration of the Mark. If JINC determines, in its sole discretion, that the JSF's administration of the Mark has been effective and that the JSF has the ability to pay the legal and other costs associated with

the administration of the Mark, the JINC and the JSF shall develop the terms upon which JINC shall transfer ownership of the Mark to the JSF at the end of the Trial Period, including the terms of the license to use the Mark which JINC will retain in connection with such transfer.

3. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue for a period of twelve months unless sooner terminated in accordance with the terms of this Section. This Agreement may be terminated by the JSF by sending a notice of termination to JINC at least 10 business days before the proposed termination date. JINC may terminate this Agreement if the JSF has failed to correct a failure to administer the Mark in a manner acceptable to JINC if the JSF does not cure such failure to JINC's reasonable satisfaction within 30 days after receipt of written notice of such failure. Upon termination of this Agreement other than in connection with the transfer of the ownership of the Mark to the JSF, JINC shall again become solely responsible for administration of the Mark. In the event that the JSF was actively involved in an effort to enforce the proper use of the Mark by a third party at the time of the termination of this Agreement, the JSF shall take all actions reasonably required to transfer the administration of such action to JINC.

4. Governing Law. This Agreement is governed by the laws of the State of Colorado without regard to conflicts of law principles.

5. Notices. All notices will be in writing and, except as otherwise provided herein, will be deemed given when delivered personally or two days after they are sent by first class mail or pre-paid express courier to the other party at its respective address as set forth in this Agreement.

6. No Partnership or Joint Venture. Nothing in this Agreement shall be construed as making either party the agent of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date set forth below.

JABBER, INC.

Dated: 5/1/03
By [Signature]
Its CEO

Address: 1899 Wynkoop St.
Suite 600
Denver, CO 80202

JABBER SOFTWARE FOUNDATION

Dated: 5.1.3
By [Signature]
Its CHAIRMAN OF BOARD

Address: 4363 S. QUAKER ST 5101
DENVER CO 80237