

# Sun Community Source License - Version 2.8

## People :

Author : Sun Microsystems

## Text :

SUN COMMUNITY SOURCE LICENSE Version 2.8 (Rev. Date January 17, 2001)

### RECITALS

Original Contributor has developed Specifications and Source Code implementations of certain Technology; and

Original Contributor desires to license the Technology to a large community to facilitate research, innovation and product development while maintaining compatibility of such products with the Technology as delivered by Original Contributor; and

Original Contributor desires to license certain Sun Trademarks for the purpose of branding products that are compatible with the relevant Technology delivered by Original Contributor; and

You desire to license the Technology and possibly certain Sun Trademarks from Original Contributor on the terms and conditions specified in this License.

In consideration for the mutual covenants contained herein, You and Original Contributor agree as follows:

### AGREEMENT

1. Introduction. The Sun Community Source License and effective attachments ("License") may include five distinct licenses: Research Use, TCK, Internal Deployment Use, Commercial Use and Trademark License. The Research Use license is effective when You execute this License. The TCK and Internal Deployment Use licenses are effective when You execute this License, unless otherwise specified in the TCK and Internal Deployment Use attachments. The Commercial Use and Trademark licenses must be signed by You and Original Contributor in order to become effective. Once effective, these licenses and the associated requirements and responsibilities are cumulative. Capitalized terms

used in this License are defined in the Glossary.

## 2. License Grants.

2.1. Original Contributor Grant. Subject to Your compliance with Sections 3, 8.10 and Attachment A of this License, Original Contributor grants to You a worldwide, royalty-free, non-exclusive license, to the extent of Original Contributor's Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to do the following:

a) Research Use License: (i) use, reproduce and modify the Original Code, Upgraded Code and Specifications to create Modifications and Reformatted Specifications for Research Use by You, (ii) publish and display Original Code, Upgraded Code and Specifications with, or as part of Modifications, as permitted under Section 3.1 b) below, (iii) reproduce and distribute copies of Original Code and Upgraded Code to Licensees and students for Research Use by You, (iv) compile, reproduce and distribute Original Code and Upgraded Code in Executable form, and Reformatted Specifications to anyone for Research Use by You.

b) Other than the licenses expressly granted in this License, Original Contributor retains all right, title, and interest in Original Code and Upgraded Code and Specifications.

## 2.2. Your Grants.

a) To Other Licensees. You hereby grant to each Licensee a license to Your Error Corrections and Shared Modifications, of the same scope and extent as Original Contributor's licenses under Section 2.1 a) above relative to Research Use, Attachment C relative to Internal Deployment Use, and Attachment D relative to Commercial Use.

b) To Original Contributor. You hereby grant to Original Contributor a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license, to the extent of Your Intellectual Property Rights covering Your Error Corrections, Shared Modifications and Reformatted Specifications, to use, reproduce, modify, display and distribute Your Error Corrections, Shared Modifications and Reformatted Specifications, in any form, including the right to sublicense such rights through multiple tiers of distribution.

c) Other than the licenses expressly granted in Sections 2.2 a) and b) above, and the restriction set forth in Section 3.1 d)(iv) below, You retain all right, title, and

interest in Your Error Corrections, Shared Modifications and Reformatted Specifications.

2.3. Contributor Modifications. You may use, reproduce, modify, display and distribute Contributor Error Corrections, Shared Modifications and Reformatted Specifications, obtained by You under this License, to the same scope and extent as with Original Code, Upgraded Code and Specifications.

2.4. Subcontracting. You may deliver the Source Code of Covered Code to other Licensees having at least a Research Use license, for the sole purpose of furnishing development services to You in connection with Your rights granted in this License. All such Licensees must execute appropriate documents with respect to such work consistent with the terms of this License, and acknowledging their work-made-for-hire status or assigning exclusive right to the work product and associated Intellectual Property Rights to You.

### 3. Requirements and Responsibilities.

3.1. Research Use License. As a condition of exercising the rights granted under Section 2.1 a) above, You agree to comply with the following:

a) Your Contribution to the Community. All Error Corrections and Shared Modifications which You create or contribute to are automatically subject to the licenses granted under Section 2.2 above. You are encouraged to license all of Your other Modifications under Section 2.2 as Shared Modifications, but are not required to do so. You agree to notify Original Contributor of any errors in the Specification.

b) Source Code Availability. You agree to provide all Your Error Corrections to Original Contributor as soon as reasonably practicable and, in any event, prior to Internal Deployment Use or Commercial Use, if applicable. Original Contributor may, at its discretion, post Source Code for Your Error Corrections and Shared Modifications on the Community Webserver. You may also post Error Corrections and Shared Modifications on a web-server of Your choice; provided, that You must take reasonable precautions to ensure that only Licensees have access to such Error Corrections and Shared Modifications. Such precautions shall include, without limitation, a password protection scheme limited to Licensees and a click-on, download certification of Licensee status required of those attempting to download from the server. An example of an acceptable certification is attached as Attachment A-2.

c) Notices. All Error Corrections and Shared Modifications You create or contribute to must include a file documenting the additions and changes You made and the date of such additions and changes. You must also include the notice set forth in Attachment A-1 in the file header. If it is not possible to put the notice in a particular Source Code file due to its structure, then You must include the notice in a location (such as a relevant directory file), where a recipient would be most likely to look for such a notice.

d) Redistribution.

(i) Source. Covered Code may be distributed in Source Code form only to another Licensee (except for students as provided below). You may not offer or impose any terms on any Covered Code that alter the rights, requirements, or responsibilities of such Licensee. You may distribute Covered Code to students for use in connection with their course work and research projects undertaken at accredited educational institutions. Such students need not be Licensees, but must be given a copy of the notice set forth in Attachment A-3 and such notice must also be included in a file header or prominent location in the Source Code made available to such students.

(ii) Executable. You may distribute Executable version(s) of Covered Code to Licensees and other third parties only for the purpose of evaluation and comment in connection with Research Use by You and under a license of Your choice, but which limits use of such Executable version(s) of Covered Code only to that purpose.

(iii) Modified Class, Interface and Package Naming. In connection with Research Use by You only, You may use Original Contributor's class, interface and package names only to accurately reference or invoke the Source Code files You modify. Original Contributor grants to You a limited license to the extent necessary for such purposes.

(iv) Modifications. You expressly agree that any distribution, in whole or in part, of Modifications developed by You shall only be done pursuant to the term and conditions of this License.

e) Extensions.

(i) Covered Code. You may not include any Source Code of Community Code in any Extensions;

(ii) Publication. No later than the date on which You first distribute such Extension

for Commercial Use, You must publish to the industry, on a non-confidential basis and free of all copyright restrictions with respect to reproduction and use, an accurate and current specification for any Extension. In addition, You must make available an appropriate test suite, pursuant to the same rights as the specification, sufficiently detailed to allow any third party reasonably skilled in the technology to produce implementations of the Extension compatible with the specification. Such test suites must be made available as soon as reasonably practicable but, in no event, later than ninety (90) days after Your first Commercial Use of the Extension. You must use reasonable efforts to promptly clarify and correct the specification and the test suite upon written request by Original Contributor.

(iii) Open. You agree to refrain from enforcing any Intellectual Property Rights You may have covering any interface(s) of Your Extension, which would prevent the implementation of such interface(s) by Original Contributor or any Licensee. This obligation does not prevent You from enforcing any Intellectual Property Right You have that would otherwise be infringed by an implementation of Your Extension.

(iv) Class, Interface and Package Naming. You may not add any packages, or any public or protected classes or interfaces with names that originate or might appear to originate from Original Contributor including, without limitation, package or class names which begin with "sun", "java", "javax", "jini", "net.jini", "com.sun" or their equivalents in any subsequent class, interface and/or package naming convention adopted by Original Contributor. It is specifically suggested that You name any new packages using the "Unique Package Naming Convention" as described in "The Java Language Specification" by James Gosling, Bill Joy, and Guy Steele, ISBN 0-201-63451-1, August 1996. Section 7.7 "Unique Package Names", on page 125 of this specification which states, in part:

"You form a unique package name by first having (or belonging to an organization that has) an Internet domain name, such as "sun.com". You then reverse the name, component by component, to obtain, in this example, "Com.sun", and use this as a prefix for Your package names, using a convention developed within Your organization to further administer package names."

3.2. Additional Requirements and Responsibilities. Any additional requirements and responsibilities relating to the Technology are listed in Attachment F (Additional Requirements and Responsibilities), if applicable, and are hereby incorporated into

this Section 3.

#### 4. Versions of the License.

4.1. License Versions. Original Contributor may publish revised versions of the License from time to time. Each version will be given a distinguishing version number.

4.2. Effect. Once a particular version of Covered Code has been provided under a version of the License, You may always continue to use such Covered Code under the terms of that version of the License. You may also choose to use such Covered Code under the terms of any subsequent version of the License. No one other than Original Contributor has the right to promulgate License versions.

#### 5. Disclaimer of Warranty.

5.1. COVERED CODE IS PROVIDED UNDER THIS LICENSE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU AGREE TO BEAR THE ENTIRE RISK IN CONNECTION WITH YOUR USE AND DISTRIBUTION OF COVERED CODE UNDER THIS LICENSE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT SUBJECT TO THIS DISCLAIMER.

5.2. You acknowledge that Original Code, Upgraded Code and Specifications are not designed or intended for use in (i) on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or (ii) in the design, construction, operation or maintenance of any nuclear facility. Original Contributor disclaims any express or implied warranty of fitness for such uses.

#### 6. Termination.

6.1. By You. You may terminate this Research Use license at anytime by providing written notice to Original Contributor.

6.2. By Original Contributor. This License and the rights granted hereunder will terminate: (i) automatically if You fail to comply with the terms of this License and fail to cure such breach within 30 days of receipt of written notice of the breach; (ii) immediately in the event of circumstances specified in Sections 7.1 and 8.4; or (iii) at Original Contributor's discretion upon any action initiated in the first instance by

You alleging that use or distribution by Original Contributor or any Licensee, of Original Code, Upgraded Code, Error Corrections or Shared Modifications contributed by You, or Specifications, infringe a patent owned or controlled by You.

6.3. Effect of Termination. Upon termination, You agree to discontinue use and return or destroy all copies of Covered Code in your possession. All sublicenses to the Covered Code which you have properly granted shall survive any termination of this License. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive including, without limitation, Sections 2.2, 3, 5, 7 and 8.

6.4. Each party waives and releases the other from any claim to compensation or indemnity for permitted or lawful termination of the business relationship established by this License.

## 7. Liability.

7.1. Infringement. Should any of the Original Code, Upgraded Code, TCK or Specifications ("Materials") become the subject of a claim of infringement, Original Contributor may, at its sole option, (i) attempt to procure the rights necessary for You to continue using the Materials, (ii) modify the Materials so that they are no longer infringing, or (iii) terminate Your right to use the Materials, immediately upon written notice, and refund to You the amount, if any, having then actually been paid by You to Original Contributor for the Original Code, Upgraded Code and TCK, depreciated on a straight line, five year basis.

7.2. LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, ORIGINAL CONTRIBUTOR'S LIABILITY TO YOU FOR CLAIMS RELATING TO THIS LICENSE, WHETHER FOR BREACH OR IN TORT, SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF THE AMOUNT HAVING THEN ACTUALLY BEEN PAID BY YOU TO ORIGINAL CONTRIBUTOR FOR ALL COPIES LICENSED HEREUNDER OF THE PARTICULAR ITEMS GIVING RISE TO SUCH CLAIM, IF ANY. IN NO EVENT WILL YOU (RELATIVE TO YOUR SHARED MODIFICATIONS OR ERROR CORRECTIONS) OR ORIGINAL CONTRIBUTOR BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY OR TORT

(INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT YOU OR ORIGINAL CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

## 8. Miscellaneous.

8.1. Trademark. You agree to comply with the then current Sun Trademark & Logo Usage Requirements accessible through the SCSL Webpage. Except as expressly provided in the License, You are granted no right, title or license to, or interest in, any Sun Trademarks. You agree not to (i) challenge Original Contributor's ownership or use of Sun Trademarks; (ii) attempt to register any Sun Trademarks, or any mark or logo substantially similar thereto; or (iii) incorporate any Sun Trademarks into your own trademarks, product names, service marks, company names, or domain names.

8.2. Integration. This License represents the complete agreement concerning the subject matter hereof.

8.3. Assignment. Original Contributor may assign this License, and its rights and obligations hereunder, in its sole discretion. You may assign the Research Use portions of this License to a third party upon prior written notice to Original Contributor (which may be provided via the Community Web-Server). You may not assign the Commercial Use license or TCK license, including by way of merger (regardless of whether You are the surviving entity) or acquisition, without Original Contributor's prior written consent.

8.4. Severability. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Notwithstanding the foregoing, if You are prohibited by law from fully and specifically complying with Sections 2.2 or 3, this License will immediately terminate and You must immediately discontinue any use of Covered Code.

8.5. Governing Law. This License shall be governed by the laws of the United States and the State of California, as applied to contracts entered into and to be performed in California between California residents. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

## 8.6. Dispute Resolution.

a) Any dispute arising out of or relating to this License shall be finally settled by



arbitration as set out herein, except that either party may bring any action, in a court of competent jurisdiction (which jurisdiction shall be exclusive), with respect to any dispute relating to such party's Intellectual Property Rights or with respect to Your compliance with the TCK license. Arbitration shall be administered: (i) by the American Arbitration Association (AAA), (ii) in accordance with the rules of the United Nations Commission on International Trade Law (UNCITRAL) (the "Rules") in effect at the time of arbitration as modified herein; and (iii) the arbitrator will apply the substantive laws of California and United States. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such award.

b) All arbitration proceedings shall be conducted in English by a single arbitrator selected in accordance with the Rules, who must be fluent in English and be either a retired judge or practicing attorney having at least ten (10) years litigation experience and be reasonably familiar with the technology matters relative to the dispute. Unless otherwise agreed, arbitration venue shall be in London, Tokyo, or San Francisco, whichever is closest to defendant's principal business office. The arbitrator may award monetary damages only and nothing shall preclude either party from seeking provisional or emergency relief from a court of competent jurisdiction. The arbitrator shall have no authority to award damages in excess of those permitted in this License and any such award in excess is void. All awards will be payable in U.S. dollars and may include, for the prevailing party (i) pre-judgment award interest, (ii) reasonable attorneys' fees incurred in connection with the arbitration, and (iii) reasonable costs and expenses incurred in enforcing the award. The arbitrator will order each party to produce identified documents and respond to no more than twenty-five single question interrogatories.

8.7. Construction. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

8.8. U.S. Government End Users. The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein. You agree to pass this

notice to Your licensees.

8.9. Press Announcements. All press announcements relative to the execution of this License must be reviewed and approved by Original Contributor and You prior to release.

8.10. International Use.

a) Export/Import Laws. Covered Code is subject to U.S. export control laws and may be subject to export or import regulations in other countries. Each party agrees to comply strictly with all such laws and regulations and acknowledges their responsibility to obtain such licenses to export, re-export, or import as may be required. You agree to pass these obligations to Your licensees.

b) Intellectual Property Protection. Due to limited intellectual property protection and enforcement in certain countries, You agree not to redistribute the Original Code, Upgraded Code, TCK and Specifications to any country other than the list of restricted countries on the SCSL Webpage.

8.11. Language. This License is in the English language only, which language shall be controlling in all respects, and all versions of this License in any other language shall be for accommodation only and shall not be binding on the parties to this License. All communications and notices made or given pursuant to this License, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

PLEASE READ THE TERMS OF THIS LICENSE CAREFULLY. BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU ARE ACCEPTING AND AGREEING TO THE TERMS AND CONDITIONS OF THIS LICENSE WITH SUN MICROSYSTEMS, INC. IF YOU ARE AGREEING TO THIS LICENSE ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND THE COMPANY TO SUCH A LICENSE. WHETHER YOU ARE ACTING ON YOUR OWN BEHALF, OR REPRESENTING A COMPANY, YOU MUST BE OF MAJORITY AGE AND BE OTHERWISE COMPETENT TO ENTER INTO CONTRACTS. IF YOU DO NOT MEET THIS CRITERIA OR YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS OF THIS LICENSE, CLICK ON THE REJECT BUTTON TO EXIT.

ACCEPT REJECT

GLOSSARY

1. "Commercial Use" means any use (excluding Internal Deployment Use) or distribution, directly or indirectly of Compliant Covered Code by You to any third

party, alone or bundled with any other software or hardware, for direct or indirect commercial or strategic gain or advantage, subject to execution of Attachment D by You and Original Contributor.

2. "Community Code" means the Original Code, Upgraded Code, Error Corrections, Shared Modifications, or any combination thereof.

3. "Community Webserver(s)" means the webserver(s) designated by Original Contributor for posting Error Corrections and Shared Modifications.

4. "Compliant Covered Code" means Covered Code that complies with the requirements of the TCK.

5. "Contributor" means each Licensee that creates or contributes to the creation of any Error Correction or Shared Modification.

6. "Covered Code" means the Original Code, Upgraded Code, Modifications, or any combination thereof.

7. "Error Correction" means any change made to Community Code which conforms to the Specification and corrects the adverse effect of a failure of Community Code to perform any function set forth in or required by the Specifications.

8. "Executable" means Covered Code that has been converted to a form other than Source Code.

9. "Extension(s)" means any additional classes or other programming code and/or interfaces developed by or for You which: (i) are designed for use with the Technology; (ii) constitute an API for a library of computing functions or services; and (iii) are disclosed to third party software developers for the purpose of developing software which invokes such additional classes or other programming code and/or interfaces. The foregoing shall not apply to software development by Your subcontractors to be exclusively used by You.

10. "Intellectual Property Rights" means worldwide statutory and common law rights associated solely with (i) patents and patent applications; (ii) works of authorship including copyrights, copyright applications, copyright registrations and "moral rights"; (iii) the protection of trade and industrial secrets and confidential information; and (iv) divisions, continuations, renewals, and re-issuances of the foregoing now existing or acquired in the future.

11. "Internal Deployment Use" means use of Compliant Covered Code (excluding Research Use) within Your business or organization only by Your employees and/or

agents, subject to execution of Attachment C by You and Original Contributor, if required.

12. "Licensee" means any party that has entered into and has in effect a version of this License with Original Contributor.

13. "Modification(s)" means (i) any change to Covered Code; (ii) any new file or other representation of computer program statements that contains any portion of Covered Code; and/or (iii) any new Source Code implementing any portion of the Specifications.

14. "Original Code" means the initial Source Code for the Technology as described on the Technology Download Site.

15. "Original Contributor" means Sun Microsystems, Inc., its affiliates and its successors and assigns.

16. "Reformatted Specifications" means any revision to the Specifications which translates or reformats the Specifications (as for example in connection with Your documentation) but which does not alter, subset or superset the functional or operational aspects of the Specifications.

17. "Research Use" means use and distribution of Covered Code only for Your research, development, educational or personal and individual use, and expressly excludes Internal Deployment Use and Commercial Use.

18. "SCSL Webpage" means the Sun Community Source license webpage located at <http://sun.com/software/communitysource>, or such other url that Original Contributor may designate from time to time.

19. "Shared Modifications" means Modifications provided by You, at Your option, pursuant to Section 2.2, or received by You from a Contributor pursuant to Section 2.3.

20. "Source Code" means computer program statements written in any high-level, readable form suitable for modification and development.

21. "Specifications" means the specifications for the Technology and other documentation, as designated on the Technology Download Site, as may be revised by Original Contributor from time to time.

22. "Sun Trademarks" means Original Contributor's SUN, JAVA, and JINI trademarks and logos, whether now used or adopted in the future.

23. "Technology" means the technology described in Attachment B, and Upgrades.

24. "Technology Compatibility Kit" or "TCK" means the test programs, procedures and/or other requirements, designated by Original Contributor for use in verifying compliance of Covered Code with the Specifications, in conjunction with the Original Code and Upgraded Code. Original Contributor may, in its sole discretion and from time to time, revise a TCK to correct errors and/or omissions and in connection with Upgrades.

25. "Technology Download Site" means the site(s) designated by Original Contributor for access to the Original Code, Upgraded Code, TCK and Specifications.

26. "Upgrade(s)" means new versions of Technology designated exclusively by Original Contributor as an Upgrade and released by Original Contributor from time to time.

27. "Upgraded Code" means the Source Code for Upgrades, possibly including Modifications made by Contributors.

28. "You(r)" means an individual, or a legal entity acting by and through an individual or individuals, exercising rights either under this License or under a future version of this License issued pursuant to Section 4.1. For legal entities, "You(r)" includes any entity that by majority voting interest controls, is controlled by, or is under common control with You.

#### ATTACHMENT A REQUIRED NOTICES

##### ATTACHMENT A-1 REQUIRED IN ALL CASES

"The contents of this file, or the files included with this file, are subject to the current version of Sun Community Source License for [fill in name of applicable Technology] (the "License"); You may not use this file except in compliance with the License. You may obtain a copy of the License at <http://sun.com/software/communitysource>. See the License for the rights, obligations and limitations governing use of the contents of the file.

The Original and Upgraded Code is [fill in name of applicable Technology]. The developer of the Original and Upgraded Code is Sun Microsystems, Inc. Sun Microsystems, Inc. owns the copyrights in the portions it created. All Rights Reserved.

Contributor(s): \_\_\_\_\_

Associated Test Suite(s) Location: \_\_\_\_\_"

##### ATTACHMENT A-2 SAMPLE LICENSEE CERTIFICATION

"By clicking the 'Agree' button below, You certify that You are a Licensee in good standing under the Sun Community Source License, [fill in name of applicable Technology] ("License") and that Your access, use and distribution of code and information You may obtain at this site is subject to the License."

#### ATTACHMENT A-3 REQUIRED STUDENT NOTIFICATION

"This software and related documentation has been obtained by your educational institution subject to the Sun Community Source License, [fill in name of applicable Technology]. You have been provided access to the software and related documentation for use only in connection with your course work and research activities as a matriculated student of your educational institution. Any other use is expressly prohibited.

THIS SOFTWARE AND RELATED DOCUMENTATION CONTAINS PROPRIETARY MATERIAL OF SUN MICROSYSTEMS, INC, WHICH ARE PROTECTED BY VARIOUS INTELLECTUAL PROPERTY RIGHTS.

You may not use this file except in compliance with the License. You may obtain a copy of the License on the web at [http://sun.com/software/ communitysource](http://sun.com/software/communitysource)."

#### ATTACHMENT B

Java (tm) Platform, Standard Edition, JDK 1.2.x Source Technology

Description of "Technology"

Java (tm) Platform, Standard Edition, JDK 1.2.x Source Technology as described on the Technology Download Site.

#### ATTACHMENT C INTERNAL DEPLOYMENT USE

This Attachment C is only effective for the Technology specified in Attachment B, upon execution of Attachment D (Commercial Use License) including the requirement to pay royalties. In the event of a conflict between the terms of this Attachment C and Attachment D, the terms of Attachment D shall govern.

1. Internal Deployment License Grant. Subject to Your compliance with Section 2 below, and Section 8.10 of the Research Use license; in addition to the Research Use license and the TCK license, Original Contributor grants to You a worldwide, non-exclusive license, to the extent of Original Contributor's Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to do the following:

a) reproduce and distribute internally, Original Code and Upgraded Code as part of

Compliant Covered Code, and Specifications, for Internal Deployment Use,  
b) compile such Original Code and Upgraded Code, as part of Compliant Covered Code, and reproduce and distribute internally the same in Executable form for Internal Deployment Use, and

c) reproduce and distribute internally, Reformatted Specifications for use in connection with Internal Deployment Use.

2. Additional Requirements and Responsibilities. In addition to the requirements and responsibilities described under Section 3.1 of the Research Use license, and as a condition to exercising the rights granted under Section 3 above, You agree to the following additional requirements and responsibilities:

2.1. Compatibility. All Covered Code must be Compliant Covered Code prior to any Internal Deployment Use or Commercial Use, whether originating with You or acquired from a third party. Successful compatibility testing must be completed in accordance with the TCK License. If You make any further Modifications to any Covered Code previously determined to be Compliant Covered Code, you must ensure that it continues to be Compliant Covered Code.

#### ATTACHMENT D COMMERCIAL USE LICENSE

[Contact Sun Microsystems For Commercial Use Terms and Conditions]

#### ATTACHMENT E TECHNOLOGY COMPATIBILITY KIT

The following license is effective for the Java (tm) Platform, Standard Edition, JDK 1.2.x Technology Compatibility Kit only upon execution of a separate support agreement between You and Original Contributor (subject to an annual fee) as described on the SCSL Webpage. The applicable Technology Compatibility Kit for the Technology specified in Attachment B may be accessed at the Technology Download Site only upon execution of the support agreement.

##### 1. TCK License.

a) Subject to the restrictions set forth in Section 1.b below and Section 8.10 of the Research Use license, in addition to the Research Use license, Original Contributor grants to You a worldwide, non-exclusive, non-transferable license, to the extent of Original Contributor's Intellectual Property Rights in the TCK (without the right to sublicense), to use the TCK to develop and test Covered Code.

b) TCK Use Restrictions. You are not authorized to create derivative works of the TCK or use the TCK to test any implementation of the Specification that is not

Covered Code. You may not publish your test results or make claims of comparative compatibility with respect to other implementations of the Specification. In consideration for the license grant in Section 1.a above you agree not to develop your own tests which are intended to validate conformation with the Specification.

## 2. Requirements for Determining Compliance.

### 2.1. Definitions.

a) "Added Value" means code which:

(i) has a principal purpose which is substantially different from that of the stand-alone Technology;

(ii) represents a significant functional and value enhancement to the Technology;

(iii) operates in conjunction with the Technology; and

(iv) is not marketed as a technology which replaces or substitutes for the Technology.

b) "Java Classes" means the specific class libraries associated with each Technology defined in Attachment B.

c) "Java Runtime Interpreter" means the program(s) which implement the Java virtual machine for the Technology as defined in the Specification.

d) "Platform Dependent Part" means those Original Code and Upgraded Code files of the Technology which are not in a share directory or subdirectory thereof.

e) "Shared Part" means those Original Code and Upgraded Code files of the Technology which are identified as "shared" (or words of similar meaning) or which are in any "share" directory or subdirectory thereof, except those files specifically designated by Original Contributor as modifiable.

f) "User's Guide" means the users guide for the TCK which Original Contributor makes available to You to provide direction in how to run the TCK and properly interpret the results, as may be revised by Original Contributor from time to time.

### 2.2. Development Restrictions. Compliant Covered Code:

a) must include Added Value;

b) must fully comply with the Specifications for the Technology specified in Attachment B;

c) must include the Shared Part, complete and unmodified;

d) may not modify the functional behavior of the Java Runtime Interpreter or the Java Classes;



e) may not modify, subset or superset the interfaces of the Java Runtime Interpreter or the Java Classes;

f) may not subset or superset the Java Classes;

g) may not modify or extend the required public class or public interface declarations whose names begin with "java", "javax", "jini", "net.jini", "sun.hotjava", "COM.sun" or their equivalents in any subsequent naming convention;

h) Profiles. The following provisions apply if You are licensing a Java Platform, Micro Edition Connected Device Configuration, Java Platform, Micro Edition Connected Limited Device Configuration and/or a Profile:

(i) Profiles may not include an implementation of any part of a Profile or use any of the APIs within a Profile, unless You implement the Profile in its entirety in conformance with the applicable compatibility requirements and test suites as developed and licensed by Original Contributor or other authorized party. "Profile" means: (A) for Java Platform, Micro Edition Connected Device Configuration, Foundation Profile, Personal Profile or such other profile as may be developed under or in connection with the Java Community Process or as otherwise authorized by Original Contributor; (B) for Java Platform, Micro Edition Connected Limited Device Configuration, Java Platform, Micro Edition, Mobile Information Device Profile or such other profile as may be developed under or in connection with the Java Community Process or as otherwise authorized by Original Contributor. Notwithstanding the foregoing, nothing herein shall be construed as eliminating or modifying Your obligation to include Added Value as set forth in Section 2.2(a), above; and

(ii) Profile(s) must be tightly integrated with, and must be configured to run in conjunction with, an implementation of a Configuration from Original Contributor (or an authorized third party) which meets Original Contributor's compatibility requirements. "Configuration" means, as defined in Original Contributor's compatibility requirements, either (A) Java Platform, Micro Edition Connected Device Configuration; or (B) Java Platform, Micro Edition Connected Limited Device Configuration.

(iii) A Profile as integrated with a Configuration must pass the applicable TCK for the Technology.

2.3. Compatibility Testing. Successful compatibility testing must be completed by You, or at Original Contributor's option, a third party designated by Original Contributor to conduct such tests, in accordance with the User's Guide. A Technology must pass the applicable TCK for the Technology. You must use the most current version of the applicable TCK available from Original Contributor one hundred twenty (120) days (two hundred forty [240] days in the case of silicon implementations) prior to: (i) Your Internal Deployment Use; and (ii) each release of Compliant Covered Code by You for Commercial Use. In the event that You elect to use a version of Upgraded Code that is newer than that which is required under this Section 2.3, then You agree to pass the version of the TCK that corresponds to such newer version of Upgraded Code.

2.4. Test Results. You agree to provide to Original Contributor or the third party test facility if applicable, Your test results that demonstrate that Covered Code is Compliant Covered Code and that Original Contributor may publish or otherwise distribute such test results.

**Chronology :**

**May 15, 2017 :** Sun Community Source License - Version 2.8 --

Added to <http://www.CopyLeftLicense.com>.

PDF file generated from :

**<http://www.CopyLeftLicense.com/>**