

ATTACHMENT D: COMMERCIAL USE LICENSE
Oracle America, Inc.

1. Effect. This Attachment D is to the Oracle Community Source Licenses ("OCSL") for the following Technology:

Java Message Service (JMS) 2.0 (JSR __) Reference Implementation

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b) Original Contributor's Indemnity Obligation. Original Contributor will defend, at its expense, any legal proceeding brought against You, to the extent it is based on a claim that Your authorized Commercial Use of Original Code and Upgraded Code is an infringement of a third party trade secret or a copyright in a country that is a signatory to the Berne Convention, and will pay all damages, costs and fees awarded by a court of competent jurisdiction, or such settlement amount negotiated by Original Contributor, attributable to such claim. The foregoing shall not apply to any claims of intellectual property infringement based upon the combination of code or documentation supplied by Original Contributor with code, technology or documentation from other sources.

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6. Support Programs.

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Customer Support. You are responsible for providing technical and maintenance support services to Your customers for Your products and services.

7. Fees, Royalties and Payments.

a) Annual Fee. \$35,000 per year for access to the Technology in Source Code form (Part. No. J2E88-UPD1-A889), which can be obtained only if you have also ordered, or order concurrently, Part No. J2E88-TC4-A889 (to license the JMS 2.0 TCK).

b) Taxes. All payments required by this License shall be made in United States dollars, are exclusive of taxes, and You agree to bear and be responsible for the payment of all such taxes, including, but not limited to, all sales, use, rental receipt, personal property or other taxes and their equivalents which may be levied or assessed in connection with this License (excluding only taxes based on Original Contributor's net income). To the extent You are required to withhold taxes based upon Original Contributor's income in any country, You agree to provide

Original Contributor with written evidence of such withholding, suitable for Original Contributor to obtain a tax credit in the United States.

c) Records. You agree to maintain account books and records consistent with Generally Accepted Accounting Principles appropriate to Your domicile, as may be in effect from time to time, sufficient to allow the correctness of the royalties required to be paid pursuant to this License to be determined.

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Original Contributor:

You:

Oracle America, Inc.
500 Oracle Parkway
Redwood City, California, USA 94065
Attn.: VP, Software Sales
cc: Legal (Software Sales)

_____ Corporation

Attn: _____

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12. Confidentiality. You shall keep and maintain in confidence the terms and conditions of this Attachment D.

Agreed:

You:

Original Contributor:

Oracle America, Inc.

By: _____

By: _____

Name: _____

Name: _____

JCP Submission/February __, 2011

Title: _____

Date: _____

Title: _____

Date: _____