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Oracle America, Inc.

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

Java State Management 1.0 (JSR __) Reference Implementation

You have agreed to the terms of the OCSL by selecting the "Accept" button at the end of the OCSL or executing a hardcopy OCSL with Original Contributor. You acknowledge that the OCSL is binding on You. This Attachment D is effective only if signed below by You and Original Contributor, and applies to Your Commercial Use of Original Code and Upgraded Code. All capitalized terms used herein shall have the same meaning set forth in the OCSL, unless otherwise stated.

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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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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 Java State Management 1.0 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.

d) Audit Rights. Original Contributor shall have the right to audit such accounts upon reasonable prior notice using an independent auditor of Original Contributor's choice (the "Auditor"). The Auditor shall be bound to keep confidential the details of Your business affairs and to limit disclosure of the results of any audit to the sufficiency of the accounts and the amount, if any, of a payment adjustment that should be made. Such audits shall not occur more than once each year (unless discrepancies are discovered in excess of the five percent (5%) threshold set forth in Section 7.f) below, in which case two consecutive quarters per year may be audited). Except as set forth in Section 7.f) below, Original Contributor shall bear all costs and expenses associated with the exercise of its rights to audit.

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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: _____

Oracle America, Inc.

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Agreement No. _____

Oracle Confidential/Proprietary

JCP Submission/April __, 2011

Title: _____

Date: _____

Title: _____

Date: _____