

## JAVA SPECIFICATION PARTICIPATION AGREEMENT

### INDIVIDUAL EXPERT GROUP PARTICIPANT

This Java Specification Participation Agreement (“Agreement”) is entered into by and between \_\_\_\_\_, your successors and assigns (“You”) and Sun Microsystems, Inc. (“Sun”) as of \_\_\_\_\_ (“Effective Date”). The parties agree as follows:

#### 1. Participation.

A. As an Individual. Sun has established a formal Java specification development process (“Process”) which is described on the World Wide Web at <http://java.sun.com/aboutJava/communityprocess/> which may be revised by Sun from time to time, provided that no such revisions shall apply to any Specification then underway. Upon execution of this Agreement by the parties, You are authorized to participate in accordance with the Process, on Your own behalf, if selected as a member of the Expert Group for the development of JSR # \_\_\_\_\_ (\_\_\_\_\_) (the “Specification”). This Agreement is limited to participation in development of the foregoing JSR and does not grant you rights to participate in any other JSR as an Expert or otherwise. This Agreement shall control in the event of any conflict between it and the Process. Terms defined in the Process document (for example, “Expert”) have the same meaning when used in this Agreement.

B. Status as an Individual. Participant represents and warrants that (initial where appropriate):

I. Participant has no obligation to assign intellectual property rights to an employer or other legal entity. \_\_\_\_\_

or

II. Participant has obtained a waiver of assignment as evidenced by execution of Exhibit B attached hereto. \_\_\_\_\_

2. **Process Cost Sharing**. As an individual Participant not representing any company, You are not required to pay any fees normally associated with this Agreement. However, you are responsible for all costs and expenses You may elect to incur, including travel and other expenses associated with conference calls and meetings as a member of the Expert Group.

#### 3. Intellectual Property.

A. Contributions. You hereby grant to Sun under Your applicable intellectual property rights which you currently have or may acquire in the future, a perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable license to: (i) incorporate into current and future versions of the Specifications and associated Reference Implementations and Compatibility Test Suites (collectively “Output”) any and all of the comments, specifications, materials or ideas (“Contributions”) provided by You hereunder; (ii) copy, disclose and distribute the Specification (including Contributions) for Participant Review and Public Review; and (iii) make, or have made, use, copy, modify, develop, license (with rights to sublicense), offer to sell transfer, import, and otherwise distribute the Contributions as part of the Output, on terms consistent with those specified in Section 3 B below. Sun may sublicense or assign any or all of the foregoing rights to the Specification Lead or a subcontractor for the development of the Output.

#### B. Ownership and Licensing of Output.

I. Sun shall own the copyright to the final Specification under United States copyright law, unless otherwise mutually agreed between Sun and the participant acting as the Specification Lead. In any event, the Specification will be published without restriction as a copyrighted work. In addition, Sun will grant a royalty free license under Sun’s applicable intellectual property rights for each Specification for which a fully compatible implementation can be created without use of its Reference Implementation (“Independent Implementations”). Such license will authorize the development and distribution of, Independent Implementations, provided that they (i) fully implement the Specification without modifying, subclassing or extending the public class or interface declarations whose names begin with “java” or “javax” or there equivalents in any subsequent naming convention; (ii) implement all required interfaces and functionality of the Specification; (iii) do not include additional packages, classes or methods as part of the Specification; (iv) pass the Compatibility Test Suites for such Specification; and (v) are designed to operate on a Java platform which is certified to pass the complete Java™ Compatibility Kit for such Java platform. Specifications for a required component of a Java platform or profile may only be implemented as part of a complete Independent Implementation of such Java platform or profile.

II. The Reference Implementation and Compatibility Test Suites together, or the Compatibility Test Suites separately, will be licensed by Sun or the Specification Lead as appropriate, on non-discriminatory, fair and reasonable terms and conditions, including at a minimum, an annual maintenance fee reasonably calculated to fund ongoing updates to such Reference Implementation and Compatibility Test Suites (“Maintenance Fee”). Such license will include the right to develop and distribute complete binary implementations of the Specification incorporating any or all of the Reference Implementation.

C. Special Patent Considerations.

I. To the extent You desire to offer a Contribution for incorporation into the Specification which Contribution contains patented technology of Yours that is technically essential to implement the Specification, and You are not willing to make such Contribution available on the terms set forth in Section 3 A above with respect to such patented technology, You may propose such Contribution to be incorporated in the Specification subject to Your agreement to generally license the patented technology to all interested parties on non-discriminatory, fair and reasonable terms, conditions and fees, granting patent rights otherwise consistent with the intellectual property rights specified in Section 3A above.

II. If the Contribution is incorporated into the Specification under this Section 3 C, the Contribution may only be included as an optional portion of the Specification, and You must agree not to assert any intellectual property rights in any interface to such Contribution defined in the Specification.

III. You agree to disclose to the Expert Group the existence of any issued patents which You have actual knowledge is technically essential to implement such Specification.

D. No Obligations. Except as set forth herein, neither this Agreement, nor any disclosure of information hereunder, in any way: (i) grants to Sun, You, or any other party any right or license under any copyright, patent, mask work, trademark or other intellectual property right now or hereafter owned or controlled by the other; (ii) obligates You or Sun to disclose or receive any information, perform any work, or enter into any license, business engagement or other agreement; (iii) limits You or Sun from developing, manufacturing or marketing products or services which may be competitive with those of another Participant; or any other party (iv) creates any joint relationship or authorizes You or Sun to act or speak on behalf of the other; or (v) limits You or Sun from entering into any business relationship with other parties.

E. Use of Trademarks. In addition to any other license rights You may have with Sun, You may refer to Sun’s JAVA technology or programming language to the same extent as the general public, provided that such reference is not misleading or likely to cause confusion and is in accordance with the JAVA Trademark Guidelines, currently available on the World Wide Web at [http://java.sun.com/nav/business/trademark\\_guidelines.html](http://java.sun.com/nav/business/trademark_guidelines.html).

**4. CONFIDENTIALITY.**

A. Definition. The information to be exchanged by Sun and You under this Agreement (“Information”) relates to development of the Specification and corresponding Reference Implementations and Compatibility Test Suites. In particular, Information is likely to take the form of draft specifications promulgated by the Specification Lead and the Expert Group, and comments relating thereto from Participants, which will be shared among Participants pursuant to terms and conditions consistent with those of this Agreement. This Agreement applies only to such Information, and not to any other comments, materials or ideas exchanged between You and Sun.

B. Duty of Confidentiality. The confidentiality obligations in this Agreement relate only to Information which is disclosed during the term of this Agreement. A receiving party’s obligations to protect Information shall expire upon release of the pertinent Specification for Public Review, except for Information exchanged within the Expert Group and not incorporated into the Specification, which shall be maintained as confidential for a period of three (3) years after disclosure. Prior to Public Review, Information shall not be disclosed to a third party other than another Participant who has agreed to be bound by terms substantially similar to those of this Agreement and is involved in the effort to define the Specification. Each party shall protect Information of the other party using the same degree of care, but no less than a reasonable degree of care, as the receiving party uses to protect its own information of a like nature.

C. Form of Disclosure. The receiving party shall be obligated to protect only Information: (i) disclosed in tangible form, which shall include Information made available over the Internet, clearly labeled as confidential or proprietary at the time of disclosure; or (ii) disclosed in non-tangible form and identified as confidential or proprietary at the time of disclosure and confirmed in a writing

delivered to such receiving party within thirty (30) days after disclosure.

D. **Limitations.** This Agreement imposes no obligation upon the receiving party with respect to Information which: (a) was in the possession of, or was known by, the receiving party prior to its receipt from disclosing party, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (d) is independently developed by the receiving party without use of Information disclosed by another party. Disclosure of Information by the receiving party is not prohibited if prior notice is given to disclosing party and such disclosure is: (a) compelled pursuant to a legal proceeding or (b) otherwise required by law. Parties may disclose Information to subsidiaries and/or to third party contractors who have entered into a written confidentiality agreement at least as restrictive as the terms of this Section 4.

E. **Residuals.** This Agreement is not intended to prevent the receiving party from using Residual Knowledge, subject to any valid patents and copyrights of the disclosing party. Residual Knowledge means Information that is retained in the unaided memories of the receiving party's employees who have had access to Information. Further, both parties recognize that their receipt of Information under this Agreement shall not create an obligation in any way limiting or restricting the work assignments of employees within either party's organization.

5. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and continue for a period of one (1) year, and shall automatically renew each anniversary date thereafter until either party provides notice to the other of its intent to terminate the Agreement at least thirty (30) days prior to the next anniversary date. In such event, the agreement shall terminate on such anniversary date.

6. **Publicity.** Except for those public announcements (and other communications having a similar effect) made pursuant to the Process, no public announcements regarding the development of any Specification may be made by You without the concurrence of the Expert Group for such Specification, until the Specification has been released for public review.

7. **Disclaimer of Warranties and Special Damages.** Information and any Contributions are delivered "AS IS", and all representations and warranties, express or implied, including fitness for a particular purpose and merchantability, are hereby disclaimed. No party shall be liable for any special, incidental, consequential or punitive damages by reason of any alleged breach of this Agreement based on any theory of liability.

8. **Survival.** The rights and obligations of Sections 3, 4, 7, 8, and 9 shall survive any termination of this Agreement:

9. **Miscellaneous.** This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning its subject matter. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party. The parties agree to comply strictly with all applicable export control laws and regulations. Any action related to this Agreement will be governed by California law, excluding choice of law rules. This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

PARTICIPANT

SUN MICROSYSTEMS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name : \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**JAVA SPECIFICATION PARTICIPATION AGREEMENT**

**INDIVIDUAL EXPERT GROUP PARTICIPANT**

**Exhibit A**

**Participant Contact Information**

1. This JSPA must be executed by You and returned by mail or facsimile to the following Sun contact for execution by Sun:

Program Management Office  
Java Community Process  
Sun Microsystems, Inc.,  
901 San Antonio Road,  
Palo Alto, CA 94303-4900  
MS: SCA12-107  
Phone: 650-352 4768  
Facsimile: 408-276-7129

2. Your Contact Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

**JAVA SPECIFICATION PARTICIPATION AGREEMENT**

**INDIVIDUAL EXPERT GROUP PARTICIPANT**

**Exhibit B**

**WAIVER AND RELEASE OF ASSIGNMENT**

Participant \_\_\_\_\_ is an employee of, or is otherwise obligated to assign intellectual property rights to \_\_\_\_\_ (“Employer”). Employer hereby forever waives, and releases Participant from, such assignment obligation with respect to Contributions offered by Participant acting as a member of the Expert Group developing JSR # \_\_\_\_\_ (Entitled: \_\_\_\_\_).

This waiver is hereby executed by a duly authorized representative of Employer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date