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

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.

2. Term. Upon execution of this Attachment D by You and Original Contributor, this Commercial Use license shall have an initial term of 3 years and shall automatically renew for additional one year terms unless either party provides notice to the other no less than 60 days prior to an anniversary date.

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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 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.

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10. **Notices.** All written notices required by this License must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt by the persons at the addresses specified below.

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

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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:

    ____________________________
    ____________________________

    By: ____________________________
    By: ____________________________

    Name: ____________________________
    Name: ____________________________

Oracle America, Inc.
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