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:

   JSF 2.3 (JSR 372) 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.

3. **Commercial Use License Grant.** Subject to Your compliance with Section 4 below, Section 8.10 of the Research Use license, and the TCK license; in addition to the Research Use license, the TCK license, and the Internal Deployment Use license, Original Contributor grants to You a worldwide, non-exclusive, non-transferable, royalty-bearing license, to the extent of Original Contributor's Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to do the following within the specified field of use:

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   c) reproduce and distribute Reformatted Specifications in association with Compliant Covered Code.

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Covered Code; or (iii) arising from Your Commercial Use of Covered Code, other than a claim covered by Section 5.b) below, or a patent claim based solely on Covered Code not provided by You. You will pay all damages, costs and fees awarded by a court of competent jurisdiction, or such settlement amount negotiated by You, attributable to such claim.

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.

c) **Right of Intervention.** Original Contributor will have the right, but not the obligation, to defend You, at Original Contributor’s expense, in connection with a claim that Your Commercial Use of Original Code and Upgraded Code is an infringement of a third party patent and will, if Original Contributor chooses to defend You, 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.

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6. **Support Programs.**

**Support to You.** Technical support is not provided to You by Original Contributor under this License. You may contract for one or more support programs from Original Contributor relating to the Technology which are described on the OCSL Webpage.

**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 JSF 2.1 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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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: __________________________
c: 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:________________________

Name:________________________