

**JAVA ADVANCED IMAGING DISTRIBUTION LICENSE (VER. 1.1.X)**  
**JAI**

**I. LICENSE GRANTS, TERMS AND RESTRICTIONS**

1.0 General License Terms. This Java Distribution License ("*JDL*") is between Sun Microsystems, Inc. ("*Sun*") and You where "You" means the individual or legal entity exercising rights under this JDL. "*Technology*" means the following as provided under this JDL: (i) the source code and binary code from the Reference Implementation ("*RI*") of the Java™ Advanced Imaging version 1.1.x Specification (the "*Specification*") and related documentation, all as revised or upgraded and made available hereunder; and (ii) the associated technology compatibility kit ("*TCK*"). The TCK contains the TCK documentation, user's guide ("*TCK User's Guide*"), test tools and test suite associated with the Specification, as revised or upgraded by Sun. The TCK is provided so that You may determine if Your implementation is compliant with the Specification. "*Modifications*" means any (i) change or addition to or derivative of the Technology; or (ii) new source or object code implementing the Specification for the Technology. "*Commercial Use*" means: (i) Your use of the RI and/or Modifications as part of a Compatible Implementation within Your business or organization, but only by Your employees or agents; and/or (ii) any use or distribution, directly or indirectly by You of the RI and/or Modifications as part of a Compatible Implementation to any third party, alone or bundled with any other software or hardware, for direct or indirect commercial or strategic gain or advantage. By Your use or distribution of the Technology and Modifications, You agree to the terms of this JDL.

2.0 License Grants, Restrictions and Termination.

2.1 Commercial Use and Internal Deployment License Grants. Subject to the terms of this JDL, Sun grants to You, to the extent of Sun's licensable copyrights, patents and trade secrets in the RI, a limited, non-exclusive, non-transferable, worldwide and royalty-free license to modify, compile, reproduce, distribute, internally use and internally deploy code and related documentation from the RI and/or Modifications for Commercial Use, but only as part of Your own Compatible Implementation (as defined below), and only if You make such distributions as follows:

(i) Source Code. You can only distribute source code for the RI and Modifications under all of the following conditions: (a) You make such distribution under the terms of this JDL; (b) without offering or imposing any different terms; (c) to a recipient who has accepted the terms of this JDL; and (d) You provide a copy of this JDL to each such recipient;

(ii) Binary Code. You can distribute binary code for the RI and Modifications but only under license terms which (a) have been accepted by the recipient; (b) are consistent, and not conflicting, with the terms of the JDL; and (c) where such terms are no less protective of Sun than the terms of this JDL.

2.2 TCK License Grant. Subject to the terms of this JDL, Sun grants to You, to the extent of Sun's licensable copyrights, patents and trade secrets in the TCK, a limited, non-exclusive, non-transferable, worldwide and royalty-free license to internally use the TCK for the sole purpose of developing and testing Your Compatible Implementations (as defined below).

2.2.1 TCK Master Support Agreement. If you desire support for the TCK, You may execute a separate TCK master support agreement with Sun.

2.2.2 TCK Use Terms. Your TCK license grant hereunder is expressly conditioned upon your continued adherence to the following restrictions:

(i) You may not sublicense or distribute the TCK to any third party except for any specific TCK code files identified as redistributables in the TCK User's Guide ("*Redistributables*"), but only: (a) as part of a TCK Adaptor accompanying a Compatible Implementation (where a "*TCK Adaptor*" means a program that effects interoperability between the TCK and the Compatible Implementation); and (b) pursuant to a license agreement that protects Sun's interests consistent with the terms of the JDL;

(ii) You may not create derivative works of the TCK nor of any of its components except for the Redistributables in a TCK Adaptor;

(iii) You may not disassemble or decompile binary portions of the TCK's test suites or test tools or otherwise attempt to derive the source code from such binary portions;

(iv) You may not develop other test suites intended to validate compatibility with the Specification to which the TCK licensed hereunder corresponds;

(v) You may not use the TCK to test a third party's product;

(vi) You may not make Commercial Use of code which implements any portion of the Specification unless such code is included in a Compatible Implementation;

(vii) You may disclose Test Reports (where "Test Reports" means those reports generated by the TCK which identify only configuration information and the status of individual or aggregate test executions) for an implementation which You are attempting to certify in accordance with the terms of this JDL for the sole purpose of making Your implementation a Compatible Implementation, but you may not make any claims of comparative compatibility nor disclose any other TCK testing information to any party. For example, You cannot claim that Your implementation is "nearly compatible" or "98% compatible." When You share Test Reports in any public forum, including mailing lists, marketing material or press releases, and Your implementation is not a Compatible Implementation, You must state that Your implementation is "not compatible;" and

(viii) You will protect the TCK as confidential information of Sun and, except as expressly authorized herein, You may not disclose the TCK to any third party. This obligation of confidentiality with respect to the TCK will survive any termination or expiration of this JDL.

2.3 Term and Termination. This JDL shall have an initial term of three (3) years after your acceptance of this JDL and shall thereafter automatically renew for additional one year terms unless either party provides notice to the other party sixty (60) days prior to an anniversary date. The license grants of this JDL, are expressly conditioned upon Your not acting outside their scope, and Your continued compliance with the material provisions of this JDL. All license grants under this JDL will automatically and immediately be revoked without notice if You fail to so comply. Upon termination or expiration of this JDL, You must discontinue all use and distribution of the Technology and any Compatible Implementation licensed under this JDL. All sublicenses You have properly granted hereunder shall survive termination or expiration of Your rights under the JDL. Provisions which should, by their nature, remain in effect after termination or expiration shall survive, including, without limitation, the provisions of Article II (General Terms) and the TCK confidentiality obligations under this JDL.

2.4 General License Restrictions. Some portions of the Technology are provided with notices and/or open source or other licenses from other parties which govern the use of those portions. Your use or distribution of encryption technology contained within the Technology is subject to all applicable governmental regulations of the United States of America and the country where the Technology is deployed. You agree to comply with the U.S. export controls and trade laws of other countries that apply to the Technology and Compatible Implementations. You acknowledge that the Technology is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Other than the rights granted herein, Sun retains all rights, title, and interest in the Technology.

### 3.0 Compatibility and Use of the TCK.

3.1 Compatible Implementation TCK Requirements. Your use of the RI and/or Modifications as part of an implementation of the Specification is a "Compatible Implementation" if the implementation meets the following requirements:

3.1.1 A Compatible Implementation must comply with the full Specification, including all its required interfaces and functionality;

3.1.2 A Compatible Implementation must either: (i) pass the most current compatibility requirements (as defined by the TCK User's Guide) which were made available by Sun one hundred twenty (120) days before first commercial shipment ("FCS") of each version of the Compatible Implementation (eg. if Your FCS was December 31, 2003, You must have passed the most current version of the TCK as of September 2, 2003); or (ii) at Your option, pass all the compatibility requirements of a newer version of the TCK and its associated TCK User's Guide;

3.1.3 A Compatible Implementation may not modify the functional behavior of the "Java Classes" which means the specific class libraries associated with the Technology; and

3.1.4 A Compatible Implementation may not modify, subset, superset or otherwise extend the Licensor Name Space, nor include any public or protected packages, classes, Java interfaces, fields or methods within the Licensor Name Space other than those required and/or authorized by the Specification. "Licensor Name Space" means the public class or interface declarations whose names begin with "java", "javax", "com.sun" or their equivalents in any subsequent naming convention adopted by Sun through the Java Community Process, or any recognized successors or replacements thereof.

3.2 Self-Certification for Compatibility. You shall self-certify that Your Compatible Implementation passes the applicable TCK as set forth above, if and when Your Compatible Implementation in fact does so, provided that:

3.2.1 If Sun policy (as communicated to You by Sun) also requires verification of compatibility for Your Compatible Implementation then You shall, prior to the FCS of the Compatible Implementation, submit verification of compatibility to Sun or to an independent test facility designated by Sun. If such verification is by an independent test facility, then the reasonable costs of such activity (including any applicable fees) shall be at Your expense. Sun may publish or otherwise disclose Your test results.

3.2.2 Upon thirty (30) days written notice by Sun, and no more than two (2) times per calendar year, You shall permit Sun or its authorized representative to inspect and test any Compatible Implementation which has been self-certified per this subsection 3.2 to ensure that such Compatible Implementation meets the compatibility and other requirements for a Compatible Implementation as set forth herein. The reasonable costs of such inspection shall be at Sun's expense; provided, however, that You shall reimburse Sun for such costs if the inspection reveals that the Compatible Implementation does not meet such requirements and these deficiencies are not cured within thirty (30) days.

4.0 Fees and Royalties. There are no fees or royalties associated with the license grants for the Technology licensed under this JDL.

## **II. GENERAL TERMS**

5.0 No Warranty. THE TECHNOLOGY AND/OR MODIFICATIONS ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE TECHNOLOGY AND/OR MODIFICATIONS ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. YOU AGREE THAT YOU BEAR THE ENTIRE RISK IN CONNECTION WITH YOUR USE AND DISTRIBUTION OF ANY AND ALL TECHNOLOGY AND/OR MODIFICATIONS UNDER THIS JDL. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU

6.0 Infringement Claims. Sun may terminate this JDL, in Sun's sole discretion, upon any action initiated by You alleging that the use or distribution of the Technology and/or Modifications by Sun, or any other licensee of the Technology and/or Modifications, infringes a patent owned or controlled by You. In addition, if any portion of, or functionality implemented by, the Technology becomes the subject of a claim or threatened claim of infringement ("Affected Materials"), Sun may, at its sole option, (i) attempt to procure the rights necessary for You to continue using the Affected Materials, (ii) modify the Affected Materials so that they are no longer infringing, or (iii) immediately suspend Your rights to use and distribute the Affected Materials under this JDL by providing notice of suspension to You in a reasonable manner, and refund to You the amount, if any, having then actually been paid by You to Sun under this JDL, on a straight line, five year basis .

7.0 Limitation of Liability. Sun will be not be liable for any claims relating to, or arising out of, this JDL, whether in tort, contract or otherwise, in an amount in excess of any annual license fees You paid to Sun for the Technology. IN NO EVENT WILL SUN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS JDL (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, DATA, OR ECONOMIC ADVANTAGE OF ANY SORT), HOWEVER IT ARISES AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), REGARDLESS OF WHETHER OR NOT SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. FURTHERMORE, LIABILITY UNDER THIS JDL SHALL BE SO LIMITED AND EXCLUDED, NOTWITHSTANDING FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. TO THE EXTENT ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES YOU INCUR FOR ANY REASON WHATSOEVER CANNOT BE DISCLAIMED THEN THE ENTIRE LIABILITY OF SUN UNDER ANY PROVISION OF THIS JDL, AND YOUR EXCLUSIVE REMEDY FOR ANY SUCH DAMAGES, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE TECHNOLOGY OR FIVE HUNDRED US DOLLARS, WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTALS OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

8.0 Support. Sun does not provide any support for the Technology or the TCK to either You or Your customers under this JDL. Support for the TCK is provided under a separate TCK master support agreement. If You desire support for the RI, You may contact Sun. You are solely responsible for providing all support to Your customers with respect to the Technology, TCK, Modifications and/or Compatible Implementation.

9.0 Marketing and Press Announcements. Your initial press announcement concerning execution of this JDL must be reviewed and approved by Sun prior to its release. You hereby authorizes Sun to include You in a published list of licensees of the Technology. Sun shall also be authorized to use Your name in advertising, marketing collateral, and customer success stories prepared by or on behalf of Sun for the Technology subject to Your prior approval, such approval not to be unreasonably withheld or delayed.

10.0 Notices. All notices required by this JDL must be in writing. Sun shall deliver notice to You via either e-mail or by physical mail based on the information You provided to Sun when you accepted this JDL. Notices by You to Sun will be effective only upon receipt by Sun at the following physical addresses: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, Attn.: Sun Software VP of Sales, cc: General Counsel, cc: Product Law Legal Department or to such different address as Sun provides on the Technology Site for such purpose.

11.0 Proprietary Rights Notices and Branding Requirements. There are no specific branding requirements associated with the Technology under this JDL. You may not remove any copyright notices, trademark notices or other proprietary legends of Sun or its suppliers contained on or in the Technology, including any notices of licenses for open source components. You agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Except as provided in this JDL, no right, title or interest to Sun's trademarks, brands or logos is granted herein.

12.0 U.S. Government End Users. The Technology and Modifications are a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Technology and/or Modifications with only those rights set forth herein. You agree to pass this notice to Your licensees.

13.0 Miscellaneous. This JDL is governed by the laws of the United States and the State of California, as applied to contracts entered into and performed in California between California residents. The relationship created under this JDL is that of licensor and licensee and does not create any other relationship such as a partnership, franchise, joint venture, agency or employment relationship between the parties. This JDL may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that Sun may assign: (i) to an affiliated company, or (ii) in the event of a merger, acquisition or sale of all or substantially all of the assets of Sun. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver nor any expectation of non-enforcement. The disclaimer of warranties and limitations of liability constitute an essential basis of the bargain in this JDL. This JDL represents the complete agreement of the parties concerning the subject matter hereof and may not be modified or amended in whole or part, except by a written instrument signed by the parties' authorized representatives. Nothing herein shall supersede or modify the terms of any separate signed written license agreement You may have executed with Sun regarding the Technology.

YOU: By: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_