

HP Business Service Management

for the Windows and Linux operating systems

Software Version: 9.22

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version 1.2.5, April 19th, 2010

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Enterprise Java Beans(TM) Specification ("Specification")

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8.3 Upon expiration or termination of this Agreement and/or any of the licenses granted hereunder, Licensee agrees to return promptly all copies of the Products and related Documentation to Progress or, if requested by Progress, destroy such Products and Documentation and certify in writing to such return or destruction.

9. Miscellaneous

9.1 If Progress offers maintenance for the Product, and if Licensee orders and pays for such maintenance, such maintenance shall be provided in accordance with Progress' then current and applicable maintenance policies.

9.2 THIS AGREEMENT, INCLUDING ANY EXHIBITS AND ANY LICENSE ADDENDUM(S), CONSTITUTES THE COMPLETE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCT AND SUPERCEDES ANY OTHER AGREEMENT, PROPOSAL, COMMUNICATION OR ADVERTISING, ORAL OR WRITTEN, SIGNED OR UNSIGNED, WITH RESPECT TO THE PRODUCT. To the extent

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9.3 For administrative convenience, Progress invoices may be issued by a local affiliate of Progress.

9.4 This Agreement has been drawn up in English at the express wish of the parties. Le présent contrat a été rédigé en anglais à la demande expresse des parties.

9.5 Except as otherwise expressly set forth herein, this Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles, and without regard to the provisions of any state Uniform Computer Information Transactions Act or similar federal, state, local or foreign laws, regulations or conventions.

9.6 This Agreement may not be modified or amended except in a writing executed by both Progress and Licensee.

9.7 Failure or delay on the part of Progress to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default or of the same type of default on future occasions.

9.8 The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

9.9 If the Product is acquired outside the United States local law may apply.

EXHIBIT A

TERM OF LICENSE:

Perpetual

APPLICABLE FEES:

Any applicable license fees or maintenance fees will be set forth in the Order

EXHIBIT B

LICENSE MODELS AND DEFINITIONS:

The license model for the Product(s) purchased is set forth in the Order. The description of each Progress license model is set forth below.

For purposes of this Exhibit B, the following terms shall have the following definitions:

"Platform": A Platform is the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

"Process": A Process is any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

"Site": A site is defined as a single building or campus of buildings.

CPU License: A CPU License grants Licensee the right to run the Product, or an application which can access the Product, on a single core processing unit ("CPU") on a single server and on a single Platform. The total number of CPUs on the machine may not exceed the total number licensed to Licensee. Each processor core of a multiple core processor in a server shall count as one (1) CPU. Additional CPU License(s) are required for each CPU that runs the Product, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one Platform to another.

Disaster Recovery License: A Disaster Recovery License shall only be used by Licensee for

the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. In that case, the D/R Product may be made operational for a period not to exceed ninety (90) days ("DS D/R Product Deployment Usage Period"). Licensee shall notify Progress in writing within five (5) business days of the commencement of the DS D/R Product Deployment Usage Period. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit B. A Disaster Recovery License may be transferred from one server or CPU to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery license is required for a switch from a primary server to secondary server so long as the primary server is permanently disabled. However a Disaster Recovery license is required for any other temporary reassignment between the primary server and any other server. The foregoing transfer right shall not affect the assignment prohibition set forth in Section 2.11 of this Agreement.

Server/Machine License: A Server or Machine License grants Licensee the right to install and use a Product on a single server and on a single Platform. Additional Server/Machine license(s) are required for each server that runs the Product including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Server or Machine License may not be transferred from one from server or Platform to another.

Testing and Staging Product ("DS T/S Product"): DS T/S Product is licensed for use solely for internal quality assurance testing purposes, and may not be deployed in a production environment. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit B

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- (a) if the Product is Enterprise Edition, then the Product is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;
- (b) if the Product is Continuous Availability Edition, then the Product is licensed on a per CPU basis per Continuous Availability pair, on two (2) machines, where the total number of CPUs on each machine may not exceed the total number licensed to Licensee. A Continuous Availability pair comprises a primary or active CPU and a backup or standby CPU on the machine configured to operate in a fault tolerant manner. Only one of the CPUs is permitted to send and receive application messages at any time. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each

processor core count as one (1) CPU. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(c) if the Product is Remote Site Edition, then the Product is licensed on a per CPU basis. The Product is subject to the additional restriction that each remote site messaging broker supports a maximum of ten (10) client connections from a maximum of two (2) IP addresses. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform; Sonic Event Monitor: is licensed on a Server basis. For the purposes of this Section only, "Server" means a single physical machine with one or more CPUs of a type that meets the specifications as set forth in the applicable documentation accompanying the Product which can be accessed by other machines. The term "Server" as used in this Section includes, but is not limited to, web servers, batch servers and application servers. Multiple machines that share processing power or operate in a networked configuration as a single logical machine, such as a "server farm" or similar arrangement, constitute multiple servers for the purpose of this Agreement. The Product may also contain a trial version of the Sonic Event Monitor software product (the "Trial Product"). The Trial Product must be enabled by Licensee. If the Trial Product is enabled, then the Trial Product may not be used for internal operations, productions, or external distribution. The Trial Product shall time out after 500 events (the "Trial Period"). Upon expiration of the Trial Period or termination of this Agreement, all licenses granted to Licensee with respect to the Trial Product shall expire. Licensee must purchase a license for Sonic Event Monitor to continue to use the Trial Product beyond the Trial Period;

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(b) if the Product is Standard Edition, then the Product is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(c) if the Product is Remote Site Edition, then the Product is licensed on a per CPU basis. The Product is subject to the additional restriction that each remote site messaging broker supports a maximum of ten (10) client connections from a maximum of two (2) IP Addresses. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(d) if the Product is Continuous Availability Edition, then the Product is licensed on a per CPU basis per Continuous Availability pair, on two (2) machines, where the total number of CPUs on each machine may not exceed the total number licensed to Licensee. A Continuous Availability pair comprises a primary or active CPU and a backup or standby CPU on the machine configured to operate in a fault tolerant manner. Only one of the CPUs is permitted to send and receive application messages at any time. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(e) if the Product is Professional Developer Edition, then the Product is licensed on a named user basis, meaning specific individuals are authorized to access the Product and the total number of named users may not exceed the total number licensed to Licensee. The SonicMQ Professional Developer Edition is subject to the additional restriction that it be used by Licensee solely for development and unit testing of software applications, and not in conjunction with the deployment of such software applications. Licensee must purchase a license for the SonicMQ Standard Edition, SonicMQ Enterprise Edition or the SonicMQ Continuous Availability Edition in order to deploy such software applications;

Sonic Database Service(TM) Deployment Edition is licensed on a per CPU per database type basis, where the total number of CPUs on a database may not exceed the total number licensed to Licensee. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each processor core count as one (1) CPU. The Product contains a DataDirect JDBC Driver which may only be used in conjunction with the Product;

Sonic Workbench is licensed on a named user basis, meaning specific individuals are authorized to access the Product and the total number of named users may not exceed the total number licensed to Licensee. The Product is subject to the additional restriction that it be used by Licensee solely for development and unit testing of software applications, and not in conjunction with the deployment of such software applications. Licensee must purchase the appropriate deployment license for Progress Sonic ESB Suite, Progress Sonic XML Server, Progress Sonic BPEL Server, or Sonic Database Service as applicable in order to deploy such software applications;

Sonic XML Server:

(a) if the Product is Standard Edition, then the Product is licensed on a per CPU basis and only a single host deployment is permitted. Servers utilizing dual core processing (or multiple core processing) or other multi-processor technology shall have each processor core count as one (1) CPU. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(b) if the Product is Enterprise Edition, then the Product is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

Sonic BPEL Server Deployment Edition is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform; Sonic Deployment Manager is licensed on a per machine basis.

The total number of machines on which the Product is deployed cannot exceed the number of machines licensed Sonic JCA Resource Adapter is licensed on a per machine basis and the total number of machines on which the Product is deployed may not exceed the total number licensed to Licensee

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The Product contains GNU Jcalendar; IBM Bean Scripting Framework; IBM Web Services Description Language for Java ("WSDL4J"); IBM Universal Description, Discovery and Integration for Java ("UDDI4J"); Eclipse Graphical Editor Framework (GEF) SDK; Eclipse Modeling Framework (EMF); Eclipse Web Standard Tools (WST); Java EMF Model (JEM) SDK; XSD Run-time; XSD Standalone; SQL Explorer; and DSTC Xs3P.

Each of these third party technologies is licensed to PSC and User is subject to the terms of a third party license, a copy of which is included with the Product in the installation directory

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Licensee may only use the DataDirect driver to communicate data to and from Microsoft SQL Servers. Additionally, Licensee must separately obtain from Microsoft or its channel partner any applicable Microsoft product licenses in order to use the DataDirect driver to communicate with Microsoft SQL Servers.

Progress Sonic V7.6.2 EULA, Final 16-OCT-08

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- jce 1.2.1

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(iv) Class, Interface and Package Naming. You may not add any packages, or any public or protected classes or interfaces with names that originate or might appear to originate from Original Contributor including, without limitation, package or class names which begin with "sun", "java", "javax", "jini", "net.jini", "com.sun" or their equivalents in any subsequent class, interface and/or package naming convention adopted by Original Contributor. It is specifically suggested that You name any new packages using the "Unique Package Naming Convention" as described in "The Java Language Specification" by James Gosling, Bill Joy, and Guy Steele, ISBN 0-201-63451-1, August 1996.

Section 7.7 "Unique Package Names", on page 125 of this specification which states, in part:

"You form a unique package name by first having (or belonging to an organization that has) an Internet domain name, such as "sun.com". You then reverse the name, component by component, to obtain, in this example, "Com.sun", and use this as a prefix for Your package names, using a convention developed within Your organization to further administer package names."

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a) Any dispute arising out of or relating to this License shall be finally settled by arbitration as set out herein, except that either party may bring any action, in a court of competent jurisdiction (which jurisdiction shall be exclusive), with respect to any dispute relating to such party's Intellectual Property Rights or with respect to Your compliance with the TCK license. Arbitration shall be administered: (i) by the American Arbitration Association (AAA), (ii) in accordance with the rules of the United Nations Commission on International Trade Law (UNCITRAL) (the "Rules") in effect at the time of arbitration as modified herein; and (iii) the arbitrator will apply the substantive laws of California and United States. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such award.

b) All arbitration proceedings shall be conducted in English by a single arbitrator selected in accordance with the Rules, who must be fluent in English and be either a retired judge or practicing attorney having at least ten (10) years litigation experience and be reasonably familiar with the technology matters relative to the dispute. Unless otherwise agreed, arbitration venue shall be in London, Tokyo, or San Francisco, whichever is closest to defendant's principal business office. The arbitrator may award monetary damages only and nothing shall preclude either party from seeking provisional or emergency relief from a court of competent jurisdiction. The arbitrator shall have no authority to award damages in excess of those permitted in this License and any such award in excess is void. All awards will be payable in U.S. dollars and may include, for the prevailing party (i) pre-judgment award interest, (ii) reasonable attorneys' fees incurred in connection with the arbitration, and (iii) reasonable costs and expenses incurred in enforcing the award. The arbitrator will order each party to produce identified documents and respond to no more than twenty-five single question interrogatories.

8.7. Construction. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

8.8. U.S. Government End Users. The Covered Code is 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 Covered Code with only those rights set forth herein. You agree to pass this notice to Your licensees.

8.9. Press Announcements. All press announcements relative to the execution of this License must be reviewed and approved by Original Contributor and You prior to release.

8.10. International Use.

a) Export/Import Laws. Covered Code is subject to U.S. export control laws and may be subject to export or import regulations in other countries. Each party agrees to comply strictly with all such laws and regulations and acknowledges their responsibility to obtain such licenses to export, re-export, or import as may be required. You agree to pass these obligations to Your licensees.

b) Intellectual Property Protection. Due to limited intellectual property protection and

enforcement in certain countries, You agree not to redistribute the Original Code, Upgraded Code, TCK and Specifications to any country other than the list of restricted countries on the SCSL Webpage.

8.11. Language. This License is in the English language only, which language shall be controlling in all respects, and all versions of this License in any other language shall be for accommodation only and shall not be binding on the parties to this License. All communications and notices made or given pursuant to this License, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

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ACCEPT REJECT

GLOSSARY

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2. "Community Code" means the Original Code, Upgraded Code, Error Corrections, Shared Modifications, or any combination thereof.
3. "Community Webserver(s)" means the webserver(s) designated by Original Contributor for posting Error Corrections and Shared Modifications.
4. "Compliant Covered Code" means Covered Code that complies with the requirements of the TCK.
5. "Contributor" means each Licensee that creates or contributes to the creation of any Error Correction or Shared Modification.
6. "Covered Code" means the Original Code, Upgraded Code, Modifications, or any combination thereof.
7. "Error Correction" means any change made to Community Code which conforms to the Specification and corrects the adverse effect of a failure of Community Code to perform any function set forth in or required by the Specifications.
8. "Executable" means Covered Code that has been converted to a form other than Source Code.
9. "Extension(s)" means any additional classes or other programming code and/or interfaces developed by or for You which: (i) are designed for use with the Technology; (ii) constitute an API for a library of computing functions or services; and (iii) are disclosed to third party software developers for the purpose of developing software which invokes such additional classes or other programming code and/or interfaces. The foregoing shall not apply to software development by Your subcontractors to be exclusively used by You.
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11. "Internal Deployment Use" means use of Compliant Covered Code (excluding Research Use) within Your business or organization only by Your employees and/or agents, subject to execution of Attachment C by You and Original Contributor, if required.

12. "Licensee" means any party that has entered into and has in effect a version of this License with Original Contributor.

13. "Modification(s)" means (i) any change to Covered Code; (ii) any new file or other representation of computer program statements that contains any portion of Covered Code; and/or (iii) any new Source Code implementing any portion of the Specifications.

14. "Original Code" means the initial Source Code for the Technology as described on the Technology Download Site.

15. "Original Contributor" means Sun Microsystems, Inc., its affiliates and its successors and assigns.

16. "Reformatted Specifications" means any revision to the Specifications which translates or reformats the Specifications (as for example in connection with Your documentation) but which does not alter, subset or superset the functional or operational aspects of the Specifications.

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18. "SCSL Webpage" means the Sun Community Source license webpage located at <http://sun.com/software/communitysource>, or such other url that Original Contributor may designate from time to time.

19. "Shared Modifications" means Modifications provided by You, at Your option, pursuant to Section 2.2, or received by You from a Contributor pursuant to Section 2.3.

20. "Source Code" means computer program statements written in any high-level, readable form suitable for modification and development.

21. "Specifications" means the specifications for the Technology and other documentation, as designated on the Technology Download Site, as may be revised by Original Contributor from time to time.

22. "Sun Trademarks" means Original Contributor's SUN, JAVA, and JINI trademarks and logos, whether now used or adopted in the future.

23. "Technology" means the technology described in Attachment B, and Upgrades.

24. "Technology Compatibility Kit" or "TCK" means the test programs, procedures and/or other requirements, designated by Original Contributor for use in verifying compliance of Covered Code with the Specifications, in conjunction with the Original Code and Upgraded Code. Original Contributor may, in its sole discretion and from time to time, revise a TCK to correct errors and/or omissions and in connection with Upgrades.

25. "Technology Download Site" means the site(s) designated by Original Contributor for access to the Original Code, Upgraded Code, TCK and Specifications.

26. "Upgrade(s)" means new versions of Technology designated exclusively by Original Contributor as an Upgrade and released by Original Contributor from time to time.

27. "Upgraded Code" means the Source Code for Upgrades, possibly including Modifications made by Contributors.

28. "You(r)" means an individual, or a legal entity acting by and through an individual or individuals, exercising rights either under this License or under a future version of this

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ATTACHMENT A REQUIRED NOTICES

ATTACHMENT A-1 REQUIRED IN ALL CASES

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The Original and Upgraded Code is [fill in name of applicable Technology]. The developer of the Original and Upgraded Code is Sun Microsystems, Inc. Sun Microsystems, Inc. owns the copyrights in the portions it created. All Rights Reserved.

Contributor(s):

Associated Test Suite(s) Location:

"

ATTACHMENT A-2 SAMPLE LICENSEE CERTIFICATION

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ATTACHMENT A-3 REQUIRED STUDENT NOTIFICATION

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ATTACHMENT B

Java (tm) Platform, Standard Edition, JDK 1.2.x Source Technology

Description of "Technology"

Java (tm) Platform, Standard Edition, JDK 1.2.x Source Technology as described on the Technology Download Site.

ATTACHMENT C INTERNAL DEPLOYMENT USE

This Attachment C is only effective for the Technology specified in Attachment B, upon execution of Attachment D (Commercial Use License) including the requirement to pay royalties. In the event of a conflict between the terms of this Attachment C and Attachment D, the terms of Attachment D shall govern.

1. Internal Deployment License Grant. Subject to Your compliance with Section 2 below, and Section 8.10 of the Research Use license; in addition to the Research Use license and the TCK license, Original Contributor grants to You a worldwide, non-exclusive license, to the

extent of Original Contributor's Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to do the following:

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- c) reproduce and distribute internally, Reformatted Specifications for use in connection with Internal Deployment Use.

2. Additional Requirements and Responsibilities. In addition to the requirements and responsibilities described under Section 3.1 of the Research Use license, and as a condition to exercising the rights granted under Section 3 above, You agree to the following additional requirements and responsibilities:

2.1. Compatibility. All Covered Code must be Compliant Covered Code prior to any Internal Deployment Use or Commercial Use, whether originating with You or acquired from a third party. Successful compatibility testing must be completed in accordance with the TCK License. If You make any further Modifications to any Covered Code previously determined to be Compliant Covered Code, you must ensure that it continues to be Compliant Covered Code.

ATTACHMENT D COMMERCIAL USE LICENSE

[Contact Sun Microsystems For Commercial Use Terms and Conditions]

ATTACHMENT E TECHNOLOGY COMPATIBILITY KIT

The following license is effective for the Java (tm) Platform, Standard Edition, JDK 1.2.x Technology Compatibility Kit only upon execution of a separate support agreement between You and Original Contributor (subject to an annual fee) as described on the SCSL Webpage. The applicable Technology Compatibility Kit for the Technology specified in Attachment B may be accessed at the Technology Download Site only upon execution of the support agreement.

1. TCK License.

a) Subject to the restrictions set forth in Section 1.b below and Section 8.10 of the Research Use license, in addition to the Research Use license, Original Contributor grants to You a worldwide, non-exclusive, non-transferable license, to the extent of Original Contributor's Intellectual Property Rights in the TCK (without the right to sublicense), to use the TCK to develop and test Covered Code.

b) TCK Use Restrictions. You are not authorized to create derivative works of the TCK or use the TCK to test any implementation of the Specification that is not Covered Code. You may not publish your test results or make claims of comparative compatibility with respect to other implementations of the Specification. In consideration for the license grant in Section 1.a above you agree not to develop your own tests which are intended to validate conformation with the Specification.

2. Requirements for Determining Compliance.

2.1. Definitions.

a) "Added Value" means code which:

- (i) has a principal purpose which is substantially different from that of the stand-alone Technology;
- (ii) represents a significant functional and value enhancement to the Technology;
- (iii) operates in conjunction with the Technology; and

(iv) is not marketed as a technology which replaces or substitutes for the Technology.

b) "Java Classes" means the specific class libraries associated with each Technology defined in Attachment B.

c) "Java Runtime Interpreter" means the program(s) which implement the Java virtual machine for the Technology as defined in the Specification.

d) "Platform Dependent Part" means those Original Code and Upgraded Code files of the Technology which are not in a share directory or subdirectory thereof.

e) "Shared Part" means those Original Code and Upgraded Code files of the Technology which are identified as "shared" (or words of similar meaning) or which are in any "share" directory or subdirectory thereof, except those files specifically designated by Original Contributor as modifiable.

f) "User's Guide" means the users guide for the TCK which Original Contributor makes available to You to provide direction in how to run the TCK and properly interpret the results, as may be revised by Original Contributor from time to time.

2.2. Development Restrictions. Compliant Covered Code:

a) must include Added Value;

b) must fully comply with the Specifications for the Technology specified in Attachment B;

c) must include the Shared Part, complete and unmodified;

d) may not modify the functional behavior of the Java Runtime Interpreter or the Java Classes;

e) may not modify, subset or superset the interfaces of the Java Runtime Interpreter or the Java Classes;

f) may not subset or superset the Java Classes;

g) may not modify or extend the required public class or public interface declarations whose names begin with "java", "javax", "jini", "net.jini", "sun.hotjava", "COM.sun" or their equivalents in any subsequent naming convention;

h) Profiles. The following provisions apply if You are licensing a Java Platform, Micro Edition Connected Device Configuration, Java Platform, Micro Edition Connected Limited Device Configuration and/or a Profile:

(i) Profiles may not include an implementation of any part of a Profile or use any of the APIs within a Profile, unless You implement the Profile in its entirety in conformance with the applicable compatibility requirements and test suites as developed and licensed by Original Contributor or other authorized party. "Profile" means: (A) for Java Platform, Micro Edition Connected Device Configuration, Foundation Profile, Personal Profile or such other profile as may be developed under or in connection with the Java Community Process or as otherwise authorized by Original Contributor; (B) for Java Platform, Micro Edition Connected Limited Device Configuration, Java Platform, Micro Edition, Mobile Information Device Profile or such other profile as may be developed under or in connection with the Java Community Process or as otherwise authorized by Original Contributor. Notwithstanding the foregoing, nothing herein shall be construed as eliminating or modifying Your obligation to include Added Value as set forth in Section 2.2(a), above; and

(ii) Profile(s) must be tightly integrated with, and must be configured to run in conjunction with, an implementation of a Configuration from Original Contributor (or an authorized third party) which meets Original Contributor's compatibility requirements. "Configuration" means, as defined in Original Contributor's compatibility requirements, either (A) Java Platform, Micro Edition Connected Device Configuration; or (B) Java

Platform, Micro Edition Connected Limited Device Configuration.

(iii) A Profile as integrated with a Configuration must pass the applicable TCK for the Technology.

2.3. Compatibility Testing. Successful compatibility testing must be completed by You, or at Original

Contributor's option, a third party designated by Original Contributor to conduct such tests, in accordance with the User's Guide. A Technology must pass the applicable TCK for the Technology. You must use the most current version of the applicable TCK available from Original Contributor one hundred twenty (120) days (two hundred forty [240] days in the case of silicon implementations) prior to: (i) Your Internal Deployment Use; and (ii) each release of Compliant Covered Code by You for Commercial Use. In the event that You elect to use a version of Upgraded Code that is newer than that which is required under this Section 2.3, then You agree to pass the version of the TCK that corresponds to such newer version of Upgraded Code.

2.4. Test Results. You agree to provide to Original Contributor or the third party test facility if applicable, Your test results that demonstrate that Covered Code is Compliant Covered Code and that Original Contributor may publish or otherwise distribute such test results.

Sun Microsystems, Inc. ("Sun") SOFTWARE LICENSE AGREEMENT and ENTITLEMENT for SOFTWARE

HP acknowledges the use of the following third-party component that is provided under this license:

- JAXB 2.1.3

A. ENTITLEMENT for SOFTWARE

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Effective Date: Date of delivery of the Software to You.

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Licensed Unit: Software Copy

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- (f) you only distribute the Redistributable subject to a license agreement that protects Sun's interests consistent with the terms contained in this Agreement, and
- (g) you agree to defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use or distribution of any and all Programs and/or Redistributable.

3. **Java Technology Restrictions.** You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

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3. You agree to evaluate and test the Software for use in Your software test environment and provide feedback to Sun in a manner reasonably requested by Sun. Any and all test results, error data, reports or other information, feedback or materials made or provided by You relating to Software (collectively, "Feedback") are the exclusive property of Sun and You hereby assigns all Feedback to Sun at no cost to Sun. Sun may use such Feedback in any manner and for any purpose, without limitation, liability or obligation to You.
4. Feedback is the confidential information of Sun. You may not disclose or use Feedback, except for the limited purposes specified in this Agreement. You will protect Feedback with the same degree of care, but not less than a reasonable degree of care, as You use to protect Your own confidential information. Your obligation to protect the confidentiality of Feedback will expire no less than five (5) years from the date of receipt of the Software. Notwithstanding any provisions contained in this Agreement concerning nondisclosure and non-use of the Feedback, the nondisclosure obligations will not apply to any portion of Feedback that You can demonstrate in writing is: (i) now, or hereafter through no act or failure to act on the part of You becomes, generally known to the general public; (ii) hereafter rightfully furnished to You by a third party without restriction on disclosure; or (iv) independently developed by You without any use of the Software. You must restrict access to Feedback to Your employees or contractors who have agreed in writing to be bound by a confidentiality obligation, which incorporates the protections and restrictions substantially as set forth in this Agreement.
5. You acknowledge that Software may be experimental and that the Software may have defects or deficiencies, which cannot or will not be corrected by Sun.
6. Notwithstanding anything to the contrary in any Master Terms between the parties or in the SLA, Master Terms do not apply to EA Software under this Agreement.

B. SOFTWARE LICENSE AGREEMENT

READ THE TERMS OF THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE

OPENING SOFTWARE MEDIA PACKAGE. BY OPENING SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" (OR EQUIVALENT) BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND OR, IF SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" (OR EQUIVALENT) BUTTON AT THE END OF THIS AGREEMENT. IF YOU HAVE SEPARATELY AGREED TO LICENSE TERMS ("MASTER TERMS") FOR YOUR LICENSE TO THIS SOFTWARE, THEN SECTIONS 1-6 OF THIS AGREEMENT ("SUPPLEMENTAL LICENSE TERMS") SHALL SUPPLEMENT AND SUPERSEDE THE MASTER TERMS IN RELATION TO THIS SOFTWARE.

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- (b) "Licensed Unit" means the unit of measure by which your use of Software and/or Service is licensed, as described in your Entitlement.
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- (d) "Service" means the service(s) that Sun or its delegate will provide, if any, as selected in your Entitlement and as further described in the applicable service listings at www.sun.com/service/servicelist.
- (e) "Software" means the Sun software described in your Entitlement. Also, certain software may be included for evaluation use under Section 3.
- (f) "You" and "Your" means the individual or legal entity specified in the Entitlement, or for evaluation purposes, the entity performing the evaluation.

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As selected in your Entitlement, one or more of the following Permitted Uses will apply to your use of Software. Unless you have an Entitlement that expressly permits it, you may not use Software for any of the other Permitted Uses. If you don't have an Entitlement, or if your Entitlement doesn't cover additional software delivered to you, then such software is for your Evaluation Use.

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- (b) Research and Instructional Use. You may use Software internally to design, develop and test, and also to provide instruction on such uses.
- (c) Individual Use. You may use Software internally for personal, individual use.
- (d) Commercial Use. You may use Software internally for your own commercial purposes.
- (e) Service Provider Use. You may make Software functionality accessible (but not by providing Software itself or through outsourcing services) to your end users in an extranet deployment, but not to your affiliated companies or to government agencies.

4. Licensed Units.

Your Permitted Use is limited to the number of Licensed Units stated in your Entitlement. If you require additional Licensed Units, you will need additional Entitlement(s).

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- (k) No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement.

6. Java Compatibility and Open Source.

Software may contain Java technology. You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements available under a separate agreement available at www.java.net.

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If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

15. Integration.

This Agreement, including any terms contained in your Entitlement, is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Please contact Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, California 95054 if you have questions.

Sun Microsystems, Inc. Binary Code License Agreement for JavaBeans Activation Framework (JAF)

HP acknowledges the use of the following third-party component that is provided under this license:

- JAF 1.0.2

Sun Microsystems, Inc.

Binary Code License Agreement

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10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

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JAVA OPTIONAL PACKAGE
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Tanuki Software Inc. Development License Agreement

HP acknowledges the use of the following third-party component that is provided under this license:

- JavaServiceWrapper v3.5.15

Tanuki Software, Inc.

Development Software License Agreement

Version 1.0

License Agreement Number: TSILA-_____

Pursuant to this DEVELOPMENT SOFTWARE LICENSE AGREEMENT (the "Agreement") dated this __th day of _____, 20__ (the "Effective

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