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HPE Application Performance Management

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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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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.

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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.

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ACCEPT REJECT

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

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

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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 License issued pursuant to Section 4.1. For legal entities, "You(r)" includes any entity that by majority voting interest controls, is controlled by, or is under common control with You.

ATTACHMENT A REQUIRED NOTICES

ATTACHMENT A-1 REQUIRED IN ALL CASES

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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.

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- JAXB 2.1.3

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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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- (d) Commercial Use. You may use Software internally for your own commercial purposes.

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

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

- JAF 1.0.2

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JAVA OPTIONAL PACKAGE

JAVABEANS(TM) ACTIVATION FRAMEWORK, VERSION 1.0.2

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- JavaServiceWrapper v3.5.15

Tanuki Software, Inc.

Development Software License Agreement

Version 1.0

License Agreement Number: TSILA-_____

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