

Specification: JSR-000___ EJB 3.2 ("Specification")

Version: 3.2

Status:

Release:

Copyright 2011 Oracle America, Inc. ("Oracle")
500 Oracle Parkway, Redwood City, CA 94065, U.S.A
All rights reserved.

LIMITED LICENSE GRANTS

1. License for Evaluation Purposes. Oracle hereby grants you a fully-paid, non-exclusive, non-transferable, worldwide, limited license (without the right to sublicense), under Oracle's applicable intellectual property rights to view, download, use and reproduce the Specification only for the purpose of internal evaluation. This includes (i) developing applications intended to run on an implementation of the Specification, provided that such applications do not themselves implement any portion(s) of the Specification, and (ii) discussing the Specification with any third party; and (iii) excerpting brief portions of the Specification in oral or written communications which discuss the Specification provided that such excerpts do not in the aggregate constitute a significant portion of the Specification.

2. License for the Distribution of Compliant Implementations. Oracle also grants you a perpetual, non-exclusive, non-transferable, worldwide, fully paid-up, royalty free, limited license (without the right to sublicense) under any applicable copyrights or, subject to the provisions of subsection 4 below, patent rights it may have covering the Specification to create and/or distribute an Independent Implementation of the Specification that: (a) fully implements the Specification including all its required interfaces and functionality; (b) does not modify, subset, superset or otherwise extend the Licensor Name Space, or include any public or protected packages, classes, Java interfaces, fields or methods within the Licensor Name Space other than those required/authorized by the Specification or Specifications being implemented; and (c) passes the Technology Compatibility Kit (including satisfying the requirements of the applicable TCK Users Guide) for such Specification ("Compliant Implementation"). In addition, the foregoing license is expressly conditioned on your not acting outside its scope. No license is granted hereunder for any other purpose (including, for example, modifying the Specification, other than to the extent of your fair use rights, or distributing the Specification to third parties). Also, no right, title, or interest in or to any trademarks, service marks, or trade names of Oracle or Oracle's licensors is granted hereunder. Java, and Java-related logos, marks and names are trademarks or registered trademarks of Oracle America, Inc. in the U.S. and other countries.

3. Pass-through Conditions. You need not include limitations (a)-(c) from the previous paragraph or any other particular "pass through" requirements in any license You grant concerning the use of your

Independent Implementation or products derived from it. However, except with respect to Independent Implementations (and products derived from them) that satisfy limitations (a)-(c) from the previous paragraph, You may neither: (a) grant or otherwise pass through to your licensees any licenses under Oracle's applicable intellectual property rights; nor (b) authorize your licensees to make any claims concerning their implementation's compliance with the Specification in question.

4. Reciprocity Concerning Patent Licenses.

a. With respect to any patent claims covered by the license granted under subparagraph 2 above that would be infringed by all technically feasible implementations of the Specification, such license is conditioned upon your offering on fair, reasonable and non-discriminatory terms, to any party seeking it from You, a perpetual, non-exclusive, non-transferable, worldwide license under Your patent rights which are or would be infringed by all technically feasible implementations of the Specification to develop, distribute and use a Compliant Implementation.

b. With respect to any patent claims owned by Oracle and covered by the license granted under subparagraph 2, whether or not their infringement can be avoided in a technically feasible manner when implementing the Specification, such license shall terminate with respect to such claims if You initiate a claim against Oracle that it has, in the course of performing its responsibilities as the Specification Lead, induced any other entity to infringe Your patent rights.

c. Also with respect to any patent claims owned by Oracle and covered by the license granted under subparagraph 2 above, where the infringement of such claims can be avoided in a technically feasible manner when implementing the Specification such license, with respect to such claims, shall terminate if You initiate a claim against Oracle that its making, having made, using, offering to sell, selling or importing a Compliant Implementation infringes Your patent rights.

5. Definitions. For the purposes of this Agreement: "Independent Implementation" shall mean an implementation of the Specification that neither derives from any of Oracle's source code or binary code materials nor, except with an appropriate and separate license from Oracle, includes any of Oracle's source code or binary code materials; "Licensor Name Space" shall mean the public class or interface declarations whose names begin with "java", "javax", "com.sun", "com.oracle" or their equivalents in any subsequent naming convention adopted by Oracle through the Java Community Process, or any recognized successors or replacements thereof; and "Technology Compatibility Kit" or "TCK" shall mean the test suite and accompanying TCK User's Guide provided by Oracle which corresponds to the Specification and that was available either (i) from Oracle 120 days before the first release of Your Independent Implementation that allows its use for commercial purposes, or (ii) more recently than 120 days from such release but against which You elect to test Your implementation of the Specification.

This Agreement will terminate immediately without notice from Oracle if you breach the Agreement or act outside the scope of the licenses granted above.

DISCLAIMER OF WARRANTIES

THE SPECIFICATION IS PROVIDED "AS IS". ORACLE MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (INCLUDING AS A CONSEQUENCE OF ANY PRACTICE OR IMPLEMENTATION OF THE SPECIFICATION), OR THAT THE CONTENTS OF THE SPECIFICATION ARE SUITABLE FOR ANY PURPOSE. This document does not represent any commitment to release or implement any portion of the Specification in any product. In addition, the Specification could include technical inaccuracies or typographical errors.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ORACLE OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED IN ANY WAY TO YOUR HAVING, IMPLEMENTING OR OTHERWISE USING THE SPECIFICATION, EVEN IF ORACLE AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You will indemnify, hold harmless, and defend Oracle and its licensors from any claims arising or resulting from: (i) your use of the Specification; (ii) the use or distribution of your Java application, applet and/or implementation; and/or (iii) any claims that later versions or releases of any Specification furnished to you are incompatible with the Specification provided to you under this license.

RESTRICTED RIGHTS LEGEND

U.S. Government: If this Specification is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the Software and accompanying documentation shall be only as set forth in this license; this is in accordance with 48 C.F.R. 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 C.F.R. 2.101 and 12.212 (for non-DoD acquisitions).

REPORT

If you provide Oracle with any comments or suggestions concerning the Specification ("Feedback"), you hereby: (i) agree that such Feedback is provided on a non-proprietary and non-confidential basis, and (ii) grant Oracle a perpetual, non-exclusive, worldwide, fully paid-up, irrevocable license, with the right to sublicense through multiple levels of sublicensees, to incorporate, disclose, and use without limitation the Feedback for any purpose.

GENERAL TERMS

Any action related to this Agreement will be governed by California law and controlling U.S. federal law. The U.N. Convention for the International Sale of Goods and the choice of law rules of any jurisdiction will not apply.

The Specification is subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required after delivery to Licensee.

This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, 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 to this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

March 2011