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:

   Java API for Web Sockets 1.0 (JSR ___) 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.

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Customer Support. You are responsible for providing technical and maintenance support services to Your customers for Your products and services.

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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 Java API for Web Sockets 1.0 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.

f) **Payment Errors.** In the event that any errors in payments shall be determined, such errors shall be corrected by appropriate adjustment in payment for the quarterly period during which the error is discovered. In the event of an underpayment of more than five percent (5%) of the proper amount owed, upon such underpayment being properly determined by the Auditor, You agree to reimburse Original Contributor the amount of the underpayment and all reasonable costs and expenses associated with the exercise of its rights to audit, and interest on the overdue amount at the maximum allowable interest rate from the date of accrual of such obligation.

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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
    cc: Legal (Software Sales)
    Attn: ___________________

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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: _________________________
    Title: _________________________

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    Name: _________________________
    Title: _________________________