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 EE Security API 1.0 (JSR 375) Reference Implementation

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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 EE Security API 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
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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.

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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  
    Attn: ___________________
    cc: Legal (Software Sales)

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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: _________________________  
    By: _________________________
    Name: ________________________  
    Name: ________________________