EMPLOYER CONTRIBUTION AGREEMENT

This Employer Contribution Agreement ("Agreement") is entered into by and between _____, your successors and assigns ("You") and Oracle America, Inc. ("Oracle") as of the date of last signature below ("Effective Date") with respect to any JSR in which Your Employee Members participate. The parties agree as follows:

1. Definitions

1.1 *Affiliate:* an entity established now or in the future which controls You, which You control or which is under common control with You, where "control" means either exercising fifty percent (50%) or more of the voting stock in such entity or the ability to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.2 *Community Review*: a 30 to 90 day period when Members review and comment on the draft Specification.

1.3 *Contribution*: any comments, specifications, code or other materials, or ideas made or disclosed to an Expert Group concerning the subject matter of the JSR for which that Expert Group is formed.

1.4 *Employee Member*(s): an employee of Yours that is a Java Community Process Member.

1.5 *Expert*: a Member representative (or an individual who has signed the IEPA) who has expert knowledge and is an active practitioner in the technology covered by the JSR.

1.6 *Expert Group*: the group of Experts who develop or make significant revisions to a Specification.

1.7 *Java Community Process (JCP) Member* (*Member*): a company, organization, or individual that has signed the Java Specification Participation Agreement and is abiding by its terms.

1.8 *Java Specification* (*Specification or Spec*): a written specification for some aspect of the Java technology. This includes the language, virtual machine, Platform Editions, Profiles, and application programming interfaces.

1.9 *Java Specification Request* (*JSR*): the document submitted to the PMO by one or more Members to propose the development of a new Specification or significant revision to an existing Specification.

1.10 *JCP Web Site*: the web site where anyone with an Internet connection can stay informed about JCP activities, download draft and final Specifications, and follow the progress of Specifications through the JCP.

1.11 *Maintenance Lead* (*ML*): the Expert responsible for maintaining the Specification.

1.12 *Output*: the Specification and associated Reference Implementation and Technology Compatibility Kit generated by an Expert Group with respect to the JSR for which that Expert Group is formed.

1.13 *Program Management Office* (PMO): the group within Oracle that is responsible for administering the JCP.

1.14 *Public Review*: a 30 to 90 day period when the public can review and comment on the draft Specification.

1.15 *Reference Implementation* (*RI*): the prototype or "proof of concept" implementation of a Specification.

1.16 *Specification Lead* (*Spec Lead*): the Expert responsible for leading the effort to develop or make significant revisions to a Specification and for completing the associated Reference Implementation and Technology Compatibility Kit. A Spec Lead (or their host company or organization) must be a Java Community Process Member.

1.17 *Technology Compatibility Kit* (*TCK*): the suite of tests, tools, and documentation that allows an implementor of a Specification to determine if their implementation is compliant with that Specification.

2. Participation.
The Process. Oracle and other JCP members have established a formal process ("Process") for the development of high quality Java Specifications and promoting the development and distribution of compatible implementations of those specifications. The Process is described on the JCP Web Site (at http://jcp.org), and may be revised from time to time in accordance with terms set forth in the Process document, provided that no such revisions shall apply to any JSR that has already been approved for development.

This Agreement shall control in the event of any conflict between it and the Process. Any capitalized terms used herein and not defined in Section 1 above are as defined in the Process document.

3. Your Contributions.
A. Contributions to the Spec Lead. For each JSR in which Your Employee Member(s) participate, You hereby grant under Your copyrights and trade secrets to each Spec Lead (and, if different, Maintenance Lead) for each Expert Group of such JSR, with respect to the Output of the JSR led by the Spec. Lead, which may include incorporation into additional JSRs and successors in accordance with the rules governing the JCP, a perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable, license, with the right to sublicense:

> I. Copyrights and Trade Secrets. Under Your (including, to the extent to which You have
> the power to do so, Your Affiliates') applicable copyrights and trade secret rights which You currently have or may acquire in the future, to:

>> (a) incorporate any and all Contributions provided by You and/or Your Employee Member(s) hereunder into current and future versions of the Output;
>> (b) copy, disclose and distribute the Contributions provided by You and/or Your Employee Member(s) as part of the Spec for Community Review and Public Review and as part of the early access versions of the RI and TCK; and
>> (c) copy, modify, develop (including the right to authorize others to implement Your and/or Your Employee Member(s) Contributions when such Contributions are incorporated into the Spec), disclose and distribute the Contributions provided by You and/or Your Employee Member(s), all as part of the Output, on terms consistent with those specified in Section 5 below.

>> Notwithstanding the foregoing, the parties acknowledge that works created by employees of the Federal Government are not subject to copyright protection within the United States and may be copied or used by interested parties.

> II. Patents.
>> Under any applicable patent claims which You (including, to the extent to which You have
>> the power to do so, Your Affiliates) now have or acquire in the future with respect to Contributions which are made by You and/or Your Employee Member(s) to make, have made, use, offer to sell, sell, or import Your and/or Your Employee Member(s) Contributions as part of the Output, with the right to sublicense. If Your and/or Your Employee Member(s) Contribution is included in a Specification, then the above license to use such Contribution as part of the Output includes the right to implement such Contribution as part of a compatible implementation of the Specification under all of Your patent claims whose infringement cannot be avoided in a technically feasible manner when implementing a Specification.

The Spec. Lead may sublicense or assign any or all of the rights granted to it in this Section 4.A to a subcontractor for the development of the Output. The rights that You grant to the Spec Lead and Expert Group under these terms are effective on the date You first submitted a Contribution to the applicable Spec Lead or Expert Group, even if Your submission took place before the date You sign these terms.

With respect to Your and Your Employee Member(s) Contribution(s), You represent that:

    (i) it is an original work and that You can legally grant the rights set out in these terms; and
    (ii) it does not to the best of Your knowledge violate any third party's copyrights, trademarks, patents, or other intellectual property rights.

B. Grants to Other Expert Group Members. You hereby grant to Member represented on any
Expert Group on which Your Employee Member(s) is also represented under Your applicable patents, copyrights and trade secret rights which You currently have or may acquire in the future a perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable license to use Your Contributions for research and development purposes related to the activities of such Expert Group.

4. Specification Intellectual Property.
Subject to Your underlying rights in Yours and Your Employee Member(s)' Contributions, the Spec Lead(s) for a particular JSR at the time of the final release of the Specification shall own the copyright to the final Spec generated pursuant to that JSR under United States copyright law. Promptly after its completion (i.e. passes Final Approval ballot), such Spec will be published by the PMO at the JCP Web Site.

5. No Obligations. Except as expressly set forth herein, neither this Agreement, nor any disclosure of information hereunder, in any way: (i) limits You or Oracle from developing, manufacturing or marketing products or services which may be competitive with those of another Member or any other party; (ii) creates any joint relationship or authorizes You to act or speak on behalf of Oracle or any Member; or (iii) limits You or Oracle from entering into any business relationship with other parties.

6. Term and Termination. This Agreement shall commence on the Effective Date and, unless terminated earlier by You in Your discretion (upon providing Oracle with written notice), continue for a period of one (1) year, and shall automatically renew each anniversary date thereafter until either party provides notice to the other of its intent to terminate the Agreement at least sixty (60) days prior to the next anniversary date. In such event, the Agreement shall terminate on such anniversary date. Notwithstanding any termination or expiration of this Agreement, however, Your surviving obligations shall continue to apply with respect to JSRs commenced during the term of this Agreement.

7. Publicity. Except for those public announcements (and other communications having a similar effect) made pursuant to the Process, no public announcements regarding the development of any Spec may be made by You without the concurrence of the Expert Group for such Spec, until the Spec has been released for public review.

8. Disclaimer of Warranties and Special Damages. INFORMATION AND ANY CONTRIBUTIONS ARE DELIVERED "AS IS", AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED. NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY REASON OF ANY ALLEGED BREACH OF THIS AGREEMENT BASED ON ANY THEORY OF LIABILITY.

9. Survival. The parties' obligations under Sections 3 through 15 shall survive any termination of this Agreement.

10. Government Employees. Notwithstanding any provision to the contrary in the Agreement, use and license rights to the United States Government's interest in any applicable patent rights developed in whole or part by its employees are subject to and governed by Federal law and regulation. Terms of this Agreement are applicable to Federal employees or agencies to the extent that they do not conflict with Federal law or regulation, and if You are a Federal agency You agree to exercise whatever discretion granted to You by federal law and regulation to make such patent rights available on terms consistent with the principles of this Agreement.

11. Miscellaneous. This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning its subject matter, except for any license agreement between You and Oracle concerning its Java

technology, which shall take precedence to the extent of any conflict between its intellectual property terms and those of this Agreement. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party. The parties agree to comply strictly with all applicable export control laws and regulations. Any action related to this Agreement will be governed by California law, excluding choice of law rules, and instituted in a state or federal court in San Francisco or Santa Clara County, California. This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

_____: ORACLE AMERICA, INC:

Signature: _____ Signature:_____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

THIS AGREEMENT IS SUBJECT TO CHANGE AND FINAL APPROVAL. FOR PRELIMINARY REVIEW PURPOSES ONLY.

EMPLOYER CONTRIBUTION AGREEMENT
Exhibit A
Contact Information
This Agreement must be executed by Your authorized representative and returned by email, mail or facsimile to the following:

Oracle contact for execution by Oracle:
Program Management Office
Java Community Process
Oracle America, Inc.,
4220 Network Circle, MS SCA22-330
Santa Clara, CA 95054
Phone: +1 408 404 6893
Facsimile: +1 408 521 2016

Scanned copies should be sent to pmo@jcp.org.

Please identify a primary employee who can be contacted by Oracle regarding matters relating this Agreement:

Contact Person:
Name: _____
Title:_____
Email Address:_____
Telephone Number:_____
Fax Number:_____