

Sun Microsystems, Inc.
Binary Code License Agreement

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE OPENING THE SOFTWARE MEDIA PACKAGE. BY OPENING THE SOFTWARE MEDIA PACKAGE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE YOUR ACCEPTANCE OF THESE TERMS BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS, RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE WITHIN 15 DAYS OF PURCHASE FOR A REFUND OR, IF THE SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

1. LICENSE TO USE. Sun Microsystems, Inc. ("Sun") grants you a non-exclusive and non-transferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Sun (collectively "Software"), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Sun and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. You acknowledge that Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility. Sun disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Sun or its licensors is granted under this Agreement.

3. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software.

4. DISCLAIMER OF WARRANTY. UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

5. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

6. TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software.

7. EXPORT REGULATIONS. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

8. U.S. GOVERNMENT RESTRICTED RIGHTS. If Software 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 Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

9. GOVERNING LAW. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

10. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

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

For inquiries please contact: Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, CA 95054

Sun Microsystems, Inc.
Supplemental License Terms for Sun Java Enterprise System

These terms and conditions ("Supplemental License Terms") for the Software are supplementary to, and are made part of this Agreement. Capitalized terms not defined herein will have the meanings ascribed to them in the Binary Code License Agreement. These terms will supersede any inconsistent or conflicting terms in the Binary Code License Agreement. Section 1 ("License to Use") and Section 6 ("Termination") of the Binary Code License Agreement shall not apply to the Software described in these Supplemental License Terms, unless expressly provided below. The component product supplemental terms contained in Parts II-X ("Component Product Supplemental Terms") will supersede any inconsistent or conflicting provisions of the general supplemental terms contained in this Part I ("General Supplemental Terms").

I. General Supplemental Terms:

1.0 DEFINITIONS.

- 1.1 "Affiliated Company" means any entity: (a) which is owned 50% or more by you; or (b) over which you exercise management control; or (c) which is under common control with you; or (d) which owns 50% or more of your Company.
- 1.2 "Company" means your entire organization and as further defined in the Proof of License.
- 1.3 "Component Product" means those components of the Software that are offered separately in Sun's standard product lists.
- 1.4 "Employees" means all full-time employees of Company.
- 1.5 "Employee Base Count" means the number of your Employees.
- 1.6 "Employee Base License Fee" means the annual license fee per Employee owed in accordance with this Agreement and the Proof of License, and in accordance with Sun's then-current price lists.
- 1.7 "Paid-Up License Fee" means the non-refundable, non-contingent fee payable by you to obtain a license for a particular version of the Software, or for a particular version of certain Component Products.
- 1.8 "Proof of License" means the collective set of documents authorized by Sun evidencing your payment of the fees for purchase of the license and service rights under this Agreement, including without limitation the Sun order confirmation, receipt, or right to use certificate.
- 1.9 "Service Provider Use" means use of the Software such that certain functions of the Software are made accessible (but not by providing the Software itself or via outsourcing services) to your end users via an extranet deployment to your direct customers or suppliers where the manner in which such functions are accessed is consistent with, and only as described in the Software's documentation. Notwithstanding the foregoing, provision of such services to other parts of Company or Affiliated Company(s) is expressly excluded unless the Employees in such organizations are included in the Employee Base Count.
- 1.10 "Software" as referred to in these Supplemental License Terms, shall refer to the accompanying software, documentation and error corrections, if any, provided by Sun. Software as licensed under Sections 2.1, 2.3 or 2.4 of these Supplemental License Terms must be expressly provided for in the Proof of License.
- 1.11 "You" and "Your" (whether capitalized or not) shall mean Company and/or Affiliated Company.

2.0 LICENSE GRANT

- 2.1 **Annual License to Use.** Under the terms of your Proof of License, Sun grants you a non-exclusive, non-transferable, limited annual license for (a) your internal use of the Software and (b) your Service Provider Use deployed on computer systems owned or leased by you and on your premises. The registration process for the Software is provided in the installation guide. Software licensed under this Section 2.1 may only be installed on Sun branded computer systems.
- 2.2 **License to Evaluate.** Except as licensed under the terms of your Proof of License, Sun grants you a non-exclusive, non-transferable, royalty-free and limited license to use Software internally for evaluation purposes only, for a period of ninety (90) days following delivery of the Software. No license is granted hereunder for any other purpose, including any commercial or production use of the Software. In relation to Software licensed under this Section 2.2, Sun is under no obligation to provide you with support, updates, error corrections or any other service. Sections 4.0, and 5.0 of the General Supplemental Terms will not apply to Software being licensed under this Section 2.2.
- 2.3 **Paid-Up License Grant.** Subject to your Proof of License, if you have paid the Paid-Up License Fee for a version of a specific Sun product(s) contained in the Software, Sun grants you a license to that version of that Sun product in accordance with the terms of Section 1 and Section 6 of the Binary Code License Agreement, notwithstanding any other terms of this Agreement to the contrary. Sections 2.1, 3, 4, 5.1, and 5.2 of the General Supplemental Terms shall not apply to any Software licensed under this Section 2.3. Software licensed under this Section 2.3 is not delivered with any included Sun services and may not be deployed for Service Provider Use unless expressly permitted in the Proof of License.

2.3.1. Conversion from Subscription to Paid-Up License. Subject to your payment of the fee to convert to a Paid-Up License in Section 5.3.2 of the General Supplemental Terms, if you have paid annual license fees for three (3) consecutive years under Sections 5.1 and 5.2 of the General Supplemental Terms, you may continue to use the Software as it was then-deployed during your subscription, so long as such deployment of the Software subscription was consistent with the terms of this Agreement at the time of conversion, and provided that any further Service Provider Use of the Software shall discontinue. You will be required to provide requested information as to how the Software was deployed during your subscription to update your Proof of License to reflect your Paid-Up License.

2.4 License to Distribute Redistributables. Subject to your Proof of License and the terms of this Agreement, Sun grants you a non-exclusive, non-transferable, limited license to reproduce and distribute in binary form, those files identified as redistributable in the documentation for the Software ("Redistributables"), provided that: (i) you distribute the Redistributables and related proprietary notices complete and unmodified, and only bundled as part of your programs, (ii) you do not distribute additional software intended to supersede any component(s) of the Redistributables (unless otherwise specified in the documentation), (iii) the Redistributables are licensed in a manner that protects Sun's interests at least as well as this Agreement, and (iv) you will defend, indemnify and hold harmless Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises from the use or distribution of all software contained in your distribution.

2.5 Additional Restrictions. You agree that, (i) if your Proof of License restricts use of Software or Component Product(s) to a number of designated CPU's, users or entries (meaning a single instance of a distinguished name including attributes associated therewith), you will not deploy the Software on more than that number of designated CPUs, exceed that maximum number of users or exceed the specified number of entries respectively, (ii) you may copy and use (but not modify) the header files and class libraries solely to create and distribute programs to interface with Software's APIs and only as expressly provided in the Software's documentation, (iii) unless otherwise specified, if Component Products are delivered with embedded or bundled software that enables functionality of the Component Product, you may not use such software on a stand-alone basis or use any portion of such software to interoperate with any program(s) other than the Software, (iv) Software may contain source code that is provided solely for reference purposes pursuant to the terms of this Agreement, (v) some portions of Software are provided with notices and/or open source licenses from other parties which govern the use of those portions, (vi) you may not publish or provide the results of any benchmark or comparison tests run on Software to any third party without the prior written consent of Sun, (vii) use of encryption technology contained within the Software is subject to all applicable governmental regulations of the United States of America and the country where the Software is deployed, (viii) you may not assign or otherwise transfer, by operation of law or otherwise, any of your rights or obligations under this Agreement without Sun's prior written consent, (ix) you may not sell, rent, loan or otherwise encumber Software, and (x) for the avoidance of doubt, the disclaimer of warranty and limitation of liability provisions in this Agreement shall apply to all Software in this distribution.

3.0 TERM AND TERMINATION. The term of this Agreement shall be for the one (1) year, and shall automatically renew for successive one (1) year terms unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the commencement of the next term. You will remain obligated for all fees through the date of termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to remedy that breach within thirty (30) days of receipt of written notice of material breach from the non-breaching party. Sun may terminate this Agreement immediately if (i) you fail to pay an invoice when due, or (ii) any Software becomes, or in Sun's reasonable opinion is likely to become, the subject of a claim of infringement or misappropriation of any intellectual property right. Upon termination, you will cease all use of the Software, delete all copies of all Software, and if requested by Sun, certify the destruction of all Software, and Sun shall not have any further obligations under this Agreement.

4.0 SUBSCRIPTION SUPPORT. Upon payment of fees when due under Sections 5.1 and 5.2 and subject to the registration requirement set forth in Section 2.1 of these General Supplemental Terms, you will be eligible to receive limited duration credits for services in accordance with the respective program rules provided at <http://www.sun.com/service/servicelist/>, the terms of which are incorporated herein, which may include Sun Standard Software Support, Sun Professional Services, Sun Services Training Credits, and Installation Services. If specified in the Proof of License, you will be eligible for Sun Premium Software Support instead of Sun Standard Software Support. Operating System software support is not included. All services offered may be subcontracted or assigned by Sun and are subject to Sun's then-current end of service life policies. You must schedule the services within the time frames provided in the program rules incorporated by reference above. Such services must be received by you within the subscription year. Any unused credits for any subscription year will expire at the end of that subscription year.

5.0 FEES.

5.1 First Year License Fee. Upon commencement of this Agreement, a non-refundable, non-contingent base license fee for the first year of an amount equal to the Employee Base Count multiplied by the Employee Base License Fee shall be due prior to any obligations being incurred by Sun and prior to your exercise of any rights granted under Sections 2.1 and 4.0.

5.2 Subsequent Annual License Fees. Upon each anniversary of this Agreement, you will provide payment of an annual license fee of an amount equal to the Employee Base Count, as assessed on the anniversary date, multiplied by the then-current Employee Base License Fee. Your Employee Base License Fee will not increase by more than an average of five percent (5%) compounded annually, as averaged over the product lifetime.

5.3 Optional Paid-Up License Fee.

5.3.1 The Software or Component Product(s) may be licensed to you under the terms of this Agreement upon payment of Paid-Up License Fees in accordance with Sun's then-current standard published price lists available at that time for a paid-up license for the respective Sun product.

5.3.2 If you have paid annual license fees for three (3) consecutive years under Sections 5.1 and 5.2 of these General Supplemental Terms, you may elect to pay Sun a Paid-Up License Fee equal to two point six times (2.6x) the then-current annual license fee for the Software. Payment of the Paid-Up License Fee under this Section 5.3.2 automatically converts the term of the Agreement to an

unlimited time period solely for your then-currently deployed versions of the Software, subject to the Agreement termination provisions.

5.3.3 Technical support services, maintenance services for upgrades and updates, professional services, architecture workshop services, training services, or installation services are not included in the Paid-Up License Fee, and the delivery of any such services would be subject to Sun's then-current prices, terms and conditions.

6.0 REPORTING AND AUDIT. During the term of this Agreement and for five (5) years following termination of this Agreement, Sun shall have a right to audit your facilities and records from time to time in order to verify your compliance with the terms and conditions of this Agreement. Any such audit shall only take place during your normal business hours and upon no less than ten (10) days prior written notice from Sun. Sun shall conduct no more than one such audit in any twelve-month period except for the express purpose of assuring compliance in such cases where non-compliance has been established in a prior audit. Sun will give written notice of any non-compliance, and if a payment deficiency exists, then you shall have fifteen (15) days from the date of such notice to make payment to Sun for any payment deficiency. The amount of the payment deficiency will be determined by multiplying the underreported number of Employees, as of the anniversary date of this Agreement, by the Employee Base License Fee. If Sun determines that the underreported number of Employees exceeds five percent (5%) of the represented number of Employees, then in addition to the payment deficiency, Sun may recover from you the costs of the audit, and interest charges for the payment deficiency at the lesser of 1.5% per month or the highest rate allowable by law.

7.0 JAVA TECHNOLOGY. The following terms apply to Java technology components contained in the Software ("Java Technology").

7.1. Java Technology Restrictions. You may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that you create an additional class and associated API(s) which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly broadly publish an accurate specification for such API for free use by all developers. You may not create, or authorize your licensees to create, additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

7.2. Automatic Software Updates. You agree that the Java Technology may automatically download, install, and execute applets, applications, software extensions, and updated versions of the Java Technology from Sun ("Software Updates"), which may require you to accept during installation updated terms and conditions for those updated Java Technology components. If additional terms and conditions are not presented on installation, the Software Updates will be considered part of the Java Technology and subject to the terms and conditions of the Agreement.

7.3. Notice of Automatic Downloads. You agree that, by your use of the Java Technology and/or by requesting services that require use of the Java Technology, the Software may automatically download, install, and execute software applications from sources other than Sun ("Other Software"). Sun makes no representations of a relationship of any kind to licensors of Other Software.

8.0 LIMITATION OF LIABILITY. The following sentence shall replace the second sentence of Section 5 "Limitation of Liability" in the Binary Code License portion of this Agreement: "In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the annual license fees last paid by you for the Software under this Agreement."

9.0 TRADEMARKS AND LOGOS. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, SUN ONE, trademarks and related trademarks, service marks, logos, trade dress and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. You agree not to: (a) challenge Sun's ownership or use of Sun Marks; (b) attempt to register any Sun Marks or any mark or logo substantially similar thereto; (c) remove, alter or add to any Sun Mark; (d) co-brand or co-logo your products with any Sun Marks; or (e) incorporate any Sun Marks into your trademarks, product names, service marks, company names, domain names or any other similar designations. Any use you make of the Sun Marks inures to Sun's benefit.

10.0 SERVICE PROVIDER USE. You will defend and indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party that arises from your Service Provider Use of Software.

Component Product Supplemental Terms

Component Product Supplemental Terms are provided for the following products.

II.	Java 2 Standard Edition 1.4.1
III.	Sun ONE Application Server 7 Standard Edition, Update 1
IV.	Sun ONE Calendar Server 6.0
V.	Sun ONE Directory Server 5.2
VI.	Sun ONE Instant Messaging Server 6.1
VII.	Sun ONE Message Queue Enterprise Edition 3.0.1, Service Pack 2
VIII.	Sun ONE Messaging Server 6.0
IX.	Sun ONE Portal Server 6.1
X.	Sun Cluster 3.1

II. Java 2 Standard Edition 1.4.1

The following Component Product Supplemental Terms additionally apply to the Java 2 Standard Edition 1.4.1, portions of Software.

1.0 LICENSE GRANT. The license grant set forth in the General Supplemental Terms, Section 2.1 is granted for the Java 2 Standard Edition software for the sole purpose of designing, developing, testing, and running your Java applets and applications intended to run on Java-enabled general purpose desktop computers and servers.

2.0 JAVA 2 STANDARD EDITION REDISTRIBUTION. The Java 2 Standard Edition software may be redistributed in its entirety under the terms of the General Supplemental Terms, Section 2.4 and the Part II of the Component Product Supplemental Terms, Section 1, provided that the following additional conditions are met: (i) you distribute Java 2 Standard Edition complete and unmodified and only bundled as part of, and for the sole purpose of running your Java applets and applications intended to run on the Java platform ("Programs"), and (ii) the Programs add significant and primary functionality to Java 2 Standard Edition.

III. Sun ONE Application Server 7 Standard Edition, Update 1

The following Component Product Supplemental Terms additionally apply to the Sun ONE Application Server 7 Standard Edition ("AS") portions of Software.

1.0 SUN ONE STUDIO FOR EVALUATION ONLY. AS includes Sun ONE Studio Enterprise Edition bundled or embedded ("Studio"). You may use Studio only under the evaluation license under Section 2.2 of these Supplemental License Terms. Use of Studio for production purposes requires the separate purchase of a Studio license. Studio may contain a time out mechanism.

IV. Sun ONE Calendar Server 6.0

The following Component Product Supplemental Terms additionally apply to the Sun ONE Calendar Server 6.0 portions of Software.

1.0 PER USER LICENSES. If your Proof of License is based on per user licensing, then the term "user", whether capitalized or not, shall have the following meaning: "User" shall mean a single Distinguished Name and its associated attributes registered in the associated directory server and authorized to use the Component Product functionality.

V. Sun ONE Directory Server 5.2

The following Component Product Supplemental Terms additionally apply to the Sun ONE Directory Server 5.2 portions of Software.

1.0 CONSOLE CLIENT. You may install and run multiple instances of the Console Client on multiple computers and platforms for remote and distributed administration of servers and applications.

2.0 PER ENTRY BASED DEPLOYMENT. If your Proof of License is based on per entry licensing, then you may deploy multiple instances of the Component Product within your enterprise so long as you do not exceed the number of licensed entries.

VI. Sun ONE Instant Messaging Server 6.1

The following Component Product Supplemental Terms additionally apply to the Sun ONE Instant Messaging Server 6.1 portions of Software.

1.0 PER USER LICENSES. If your Proof of License is based on per user licensing, then the term "user", whether capitalized or not, shall have the following meaning: "User" shall mean a single Distinguished Name and its associated attributes registered in the associated directory server and authorized to use the Component Product functionality.

VII. Sun ONE Message Queue Enterprise Edition 3.0.1, Service Pack 2

The following Component Product Supplemental Terms additionally apply to the Sun ONE Message Queue Enterprise Edition, portions of Software.

1.0 REDISTRIBUTIBLES.

1.1 Specific Files. Only the following files may be redistributed in accordance with the license grant in the General Supplemental Terms, Section 2.4, and shall be subject to Section 1.2 of this Part VII: jms.jar, imq.jar, imqxm.jar, fscontext.jar, providerutil.jar, jndi.jar, ldap.jar, ldapbp.jar, jaas.jar, jsse.jar, jnet.jar, jcert.jar.

1.2 Additional Requirements for Redistributables. Any distribution of Redistributables contained in Sun ONE Message Queue Enterprise Edition must additionally include the following statement as part of product documentation (whether hard copy or electronic), as a part of a copyright page or proprietary rights notice page, in an "About" box or in any other form reasonably designed to make the statement visible to users of the software: "This product includes code licensed from RSA Data Security".

1.3 Text Files. Additionally only the following text files can be redistributed: LICENSE, COPYRIGHT.

VIII. Sun ONE Messaging Server 6.0

The following Component Product Supplemental Terms additionally apply to the Sun ONE Messaging Server 6.0 portions of Software.

1.0 PER USER LICENSES. If your Proof of License is based on per user licensing, then the term "user", whether capitalized or not, shall have the following meaning: "User" shall mean a single Distinguished Name and its associated attributes registered in the associated directory server and authorized to use the Component Product functionality.

2.0 LICENSED FUNCTIONALITY. You may use the Component Product in accordance with your Proof of License and the following additional restrictions: (i) if your Proof of License is on a per user basis, you may provide such users e-mail access to POP, IMAP, and WebMail functionality however you may only use mail routing services (meaning the routing of mail from one server to another using SMTP) either to or from a licensed user, and (ii) if your Proof of License is based on a designated number of CPU(s), you may use the Component Product to provide mail routing services between servers, however you may not deploy the Component Product's POP, IMAP and WebMail functionality unless you have separately licensed the Component Product on a per user basis.

IX. Sun ONE Portal Server 6.1

The following Component Product Supplemental Terms additionally apply to the Sun ONE Portal Server 6.1 portions of Software.

1.0 CONTENT ROBOTTING. You may run multiple instances of Portal Server for content robotting, if applicable, on multiple computers.

X. Sun Cluster 3.1

The following Component Product Supplemental Terms additionally apply to the Sun Cluster 3.1 portions of Software.

1.0 ELIGIBILITY FOR SUPPORT SERVICES. Sun will not be required to provide Sun Software Support Services for this Component Product unless your implementation has been validated against the Sun support services enterprise installation services standards for which separate payment, or application of professional services credits, is required. Please see <http://www.sun.com/service/servicelist> which provides the service listing for the appropriate Sun Cluster software installation service.