

Common Component Specification [] Release license agreement

PROGRESS SOFTWARE CORPORATION IS WILLING TO LICENSE THIS SPECIFICATION TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY DOWNLOADING THIS SPECIFICATION, YOU ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY IT, SELECT THE "DECLINE" BUTTON AT THE BOTTOM OF THIS PAGE.

Specification: Common Component Specification [] ("Specification")

Licensors: Progress Software Corporation ("Licensors")

Release: [date]

1. DEFINITIONS

1.1 "Independent Implementation" shall mean an implementation of the Specification that, with the exception of the use or inclusion of the Sample Code in accordance with the terms and conditions of subparagraph 2.2 below, neither derives from any of Licensors's source code or binary code materials nor, except with an appropriate and separate license from Licensors, includes any of Licensors's source code or binary code materials.

1.2 "Specification Test Suite" shall mean the test suite and accompanying user's guide, if any, provided by Licensors which corresponds to the Specification and that was available either (i) from Licensors's website at [insert link] (or any successor website location designated by Licensors) x days before the first release of your Independent Implementation that allows its use for commercial purposes, or (ii) more recently than x days from such release but against which you elect to test your Independent Implementation of the Specification.

1.3 "Sample Code" shall mean any source code or binary code that Licensors, at its discretion, identifies as "Sample Code" and, at its discretion, makes available to you to use in accordance with the terms and conditions of this Agreement.

2. LIMITED LICENSE GRANTS AND LICENSE RESTRICTIONS

2.1. License for the Distribution of Compliant Implementations of the Specification.

2.1.1. Licensors grants you a perpetual, non-exclusive, non-transferable, worldwide, fully paid-up, royalty free, irrevocable (except as stated in section 3), limited license (without the right to sublicense) under any applicable copyrights or 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 and (b) passes the Specification Test Suite (including satisfying the requirements of the accompanying user's guide, if any) for such Specification ("Compliant Implementation").

2.1.2. 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 and/or the Specification Test Suite, other than to the extent of your fair use rights, or distributing the Specification and/or Test Suite to third parties).

2.1.3. You need not include limitations (a) and (b) from subparagraph 2.1.1 above 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

Comment [s1]: Do we want/need to require the licensee to fully implement the Specification or is it feasible that they could only implement portions? Is the reference to interfaces relevant?

Implementations (and products derived from them) that satisfy limitations (a) and (b) from subparagraph 2.1.1, you may neither: (a) grant or otherwise pass through to your licensees any licenses under Licensor's applicable intellectual property rights; nor (b) authorize your licensees to make any claims concerning their implementation's compliance with the Specification in question.

2.2. Licenses for Sample Code and Sample Code Modifications.

2.2.1. Licensor grants you a perpetual, non-exclusive, non-transferable, worldwide, fully paid-up, royalty free, irrevocable (except as stated in section 3 below) license under any applicable copyrights or patent rights it may have covering the Sample Code to use, reproduce, modify, display, perform, sublicense and distribute the Sample Code, with or without modification, and on a standalone basis or in combination with any other items, including, without limitation, your Independent Implementation, and to sublicense such rights to others at multiple tiers of distribution. Licensor and/or its licensors retain ownership of all right, title and interest in the Sample Code, and all intellectual property rights therein. All rights in the Sample Code not expressly granted to you in this Agreement are reserved for Licensor.

2.2.2. You will retain all right, title and interest in any modifications you make to the Sample Code ("Sample Code Modifications"), and all intellectual property rights therein. You grant Licensor a perpetual, non-exclusive, non-transferable, worldwide, fully paid-up, royalty free, irrevocable license under any applicable intellectual property rights you may have covering the Sample Code Modifications to develop, use, reproduce, modify, display, perform, sublicense and distribute any source or binary code that is the same or similar to the Sample Code Modifications, on a standalone basis or in combination with any other items and to sublicense such rights to others at multiple tiers of distribution. Nothing herein shall require you to deliver the source or binary code to the Sample Code Modifications to Licensor.

2.3. No Right to use Licensor's Marks or Names. Also, no right, title, or interest in or to any trademarks, service marks, or trade names of Licensor or Licensor's licensors is granted hereunder.

3. CONSEQUENCE OF ASSERTING PATENT LITIGATION

If you institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Specification, any implementation of the Specification, or the Sample Code, or any use, reproduction, modification, display, performance, sublicense and/or distribution of an implementation of the Specification or the Sample Code, constitutes direct or contributory patent infringement, then any patent licenses granted to you under subparagraphs 2.1 and 2.2 shall terminate as of the date such litigation is filed.

4. DISCLAIMER OF WARRANTIES

THE SPECIFICATION, SPECIFICATION TEST SUITE AND SAMPLE CODE ARE PROVIDED "AS IS". LICENSOR 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 AND/OR ANY USE OF THE SPECIFICATION TEST SUITE AND/OR ANY USE, MODIFICATION OR DISTRIBUTION OF THE SAMPLE CODE), OR THAT THE CONTENTS OF THE SPECIFICATION, SPECIFICATION TEST

SUITE AND/OR SAMPLE CODE 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, Specification Test Suite and/or Sample Code could include technical inaccuracies or typographical errors.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL LICENSOR 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, IMPELEMENTING OR OTHERWISE USING THE SPECIFICATION AND/OR HAVING OR USING THE SPECIFICATION TEST SUITE AND/OR HAVING, MODIFYING, SUBLICENSING, DISTRIBUTING OR USING THE SAMPLE CODE, EVEN IF LICENSOR AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 You will indemnify, hold harmless, and defend Licensor and its licensors from any claims arising or resulting from: (i) your use of the Specification and/or Specification Test Suite; (ii) the use or distribution of your Independent Implementation; (iii) your use, modification or distribution of the Sample Code and/or (iv) any claims that later versions or releases of any Specification furnished to you are incompatible with the Specification provided to you under this license.

6. RESTRICTED RIGHTS LEGEND

U.S. Government: If this Specification, the Specification Test Suite and/or the Sample Code is/are 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 Specification, Specification Test Suite and/or Sample Code 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).

7. REPORT

If you provide Licensor 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 Licensor 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.

8. GENERAL TERMS

8.1 Any action related to this Agreement will be governed by the laws of the Commonwealth of Massachusetts 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.

8.2 The Specification, Specification Test Suite and Sample Code are 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.

8.3 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.

Rev. 10-June-2015