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(i) You may not sublicense or distribute the TCK to any third party except for any specific TCK code files identified as redistributables in the TCK User's Guide ("Redistributables"), but only: (a) as part of a TCK Adaptor accompanying a Compatible Implementation (where a "TCK Adaptor" means a program that effects interoperability between the TCK and the Compatible Implementation); and (b) pursuant to a license agreement that protects Sun's interests consistent with the terms of the JDL;

(ii) You may not create derivative works of the TCK nor of any of its components except for the Redistributables in a TCK Adaptor;

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(iv) You may not develop other test suites intended to validate compatibility with the Specification to which the TCK licensed hereunder corresponds;

(v) You may not use the TCK to test a third party's product;

(vi) You may not make Commercial Use of code which implements any portion of the Specification unless such code is included in a Compatible Implementation;

(vii) You may disclose Test Reports (where "Test Reports" means those reports generated by the TCK which identify only configuration information and the status of individual or aggregate test executions) for an implementation which You are attempting to certify in accordance with the terms of this JDL for the sole purpose of making Your implementation a Compatible Implementation, but you may not make any claims of comparative compatibility nor disclose any other TCK testing information to any party. For example, You cannot claim that Your implementation is "nearly compatible" or "98% compatible." When You share Test Reports in any public forum, including mailing lists, marketing material or press releases, and Your implementation is not a Compatible Implementation, You must state that Your implementation is "not compatible;" and

(viii) You will protect the TCK as confidential information of Sun and, except as expressly authorized herein, You may not disclose the TCK to any third party. This obligation of confidentiality with respect to the TCK will survive any termination or expiration of this JDL.

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3.1.2 A Compatible Implementation must either: (i) pass the most current compatibility requirements (as defined by the TCK User's Guide) which were made available by Sun one hundred twenty (120) days before first commercial shipment ("FCS") of each version of the Compatible Implementation (eg. if Your FCS was December 31, 2003, You must have passed the most current version of the TCK as of September 2, 2003); or (ii) at Your option, pass all the compatibility requirements of a newer version of the TCK and its associated TCK User's Guide;

3.1.3 A Compatible Implementation may not modify the functional behavior of the "Java Classes" which means the specific class libraries associated with the Technology; and

3.1.4 A Compatible Implementation may not modify, subset, superset or otherwise extend the Licensor Name Space, nor include any public or protected packages, classes, Java interfaces, fields or methods within the Licensor Name Space other than those required and/or authorized by the Specification. "Licensor Name Space" means the public class or interface declarations whose names begin with "java", "javax", "com.sun" or their equivalents in any subsequent naming convention adopted by Sun through the Java Community Process, or any recognized successors or replacements thereof.

3.2 Self-Certification for Compatibility. You shall self-certify that Your Compatible Implementation passes the applicable TCK as set forth above, if and when Your Compatible Implementation in fact does so, provided that:

3.2.1 If Sun policy (as communicated to You by Sun) also requires verification of compatibility for Your Compatible Implementation then You shall, prior to the FCS of the Compatible Implementation, submit verification of compatibility to Sun or to an independent test facility designated by Sun. If such verification is by an independent test facility, then the reasonable costs of such activity (including any applicable fees) shall be at Your expense. Sun may publish or otherwise disclose Your test results.

3.2.2 Upon thirty (30) days written notice by Sun, and no more than two (2) times per calendar year, You shall permit Sun or its authorized representative to inspect and test any Compatible Implementation which has been self-certified per this subsection 3.2 to ensure that such Compatible Implementation meets the compatibility and other requirements for a Compatible Implementation as set forth herein. The reasonable costs of such inspection shall be at Sun's expense; provided, however, that You shall reimburse Sun for such costs if the inspection reveals that the Compatible Implementation does not meet such requirements and these deficiencies are not cured within thirty (30) days.

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YOU: By: _____ Name: _____
Title: _____ Date: _____