

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

## ASSOCIATE MEMBERSHIP AGREEMENT

This Associate Membership Agreement ("Agreement") is ~~entered into by and~~ between \_\_\_\_\_ ("~~You~~") and Oracle America, Inc. ("Oracle") and the individual identified in the signature block below ("You" and "Your") as of the date of last signature below ("Effective Date"). These terms apply to ~~you#~~Your Contribution(s) of materials to a Java Specification Request ("~~JSR~~") under the Java Community Process ("~~JCP~~")<sub>2</sub>, and set out the intellectual property rights in such Contribution(s) that ~~you#~~You grant to the Spec Lead and Expert Group of such JSR. Upon signature by both parties, Oracle will deem ~~you#~~You to be an Associate Member of the JCP.

### **1. Definitions**

#### **1. ~~1.1~~ DEFINITIONS**

Contribution#(s): any comments, specifications, code or other materials, or ideas made or disclosed to an Expert Group concerning the subject matter of the JSR.

1.1. ~~1.2~~ for which that Expert Group is formed.

1.2. Expert: a Member representative who has expert knowledge and is an active practitioner in the technology covered by the JSR.

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

1.4. ~~1.3~~Java Community Process ("JCP"): the formal process used to develop Java technology specifications as defined in the JCP Process Document that is published on the JCP Web Site.

1.5. 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.

1.6. 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.

1.7. 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.

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

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

1.10. Reference Implementation ("~~RI#~~"): the prototype or "proof of concept" implementation of a Specification.

1.11. ~~1.4~~ SpecSpecification 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~~JCP Member.

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~~1.5 Specification: a written specification for some aspect of a JSR.~~

~~1.12. 1.6~~ *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. Your Contributions~~

## 2. YOUR CONTRIBUTIONS

2.1. You hereby grant to the Spec Lead and Expert Group of the JSR to which you are making ~~you~~Your Contribution(s), a perpetual, non-exclusive, worldwide, royalty-free, fully paid-up, irrevocable, license, with the right to sublicense:

2.1.1. ~~I.~~ Copyrights and Trade Secrets. Under ~~you~~Your applicable copyrights and trade secret rights which ~~you~~You currently have or may acquire in the future to:

- a. ~~(a)~~ incorporate any and all Contribution(s) provided by ~~you~~You hereunder into current and future versions of the ~~JSR Specification, RI and TCK~~Output, which may include incorporation into additional JSRs and successors in accordance with the rules governing the JCP; and
- b. ~~(b)~~ copy, modify, develop (including the right to authorize others to implement ~~you~~Your Contribution(s) when such Contribution(s) are incorporated into a Specification), disclose and distribute such Contribution(s) provided by ~~you~~You as part of ~~a JSR Specification, RI and TCK~~the Output in accordance with the rules governing the JCP.

### ~~H.~~ Patents.

2.1.2. Under any applicable patent claims which ~~you~~You now have or acquire in the future with respect to Contribution(s) which are made by ~~you~~You, make, have made, use, offer to sell, sell, or import ~~you~~Your Contribution(s) as part of ~~a JSR Specification, RI and TCK in accordance with the rules governing the JCP.~~Output. If ~~you~~Your Contribution(s) ~~is~~are included in a Specification, then the above license to use such Contribution(s) as part of ~~a JSR Specification, RI and TCK~~the Output includes the right to implement such Contribution(s) as part of a compatible implementation of a ~~JSR~~Specification under all ~~you~~of Your patent claims whose infringement cannot be avoided in a technically feasible manner when implementing a Specification.

2.2. You hereby grant to Spec Lead and the Expert Group of the JSR to which ~~you~~You are making ~~you~~Your Contribution(s) under ~~you~~Your applicable patents, copyrights and trade secret rights which ~~you~~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~~Your Contribution(s) for research and development purposes related to the activities of such Expert Group.

2.3. The ~~Spec Lead may sublicense or assign any or all of the rights granted to it in this Section 2 to a subcontractor for the development of the Output. The~~ rights that ~~you~~You grant to the Spec Lead and Expert Group under these terms are effective on the date ~~you~~You first submitted a Contribution to the applicable Spec Lead or Expert Group, even if ~~you~~Your submission took place before the date ~~you~~You sign ~~these terms~~this Agreement.

2.4. With respect to ~~you~~Your Contribution(s), ~~you~~You represent that:

- a. ~~(i)~~ it is an original work by ~~you~~You and that ~~you~~You can legally grant the rights set out in these terms;
- ~~(ii) neither your employer, if any, nor any other party owns any intellectual property rights in your~~

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~~Contributions; and~~

- b. ~~(iii) either You have not assigned Your rights in your Contribution(s) to any other party (e.g., Your employer) or, if You have assigned such rights, You have expressly retained the right to grant licenses to such Contribution(s) to any other party; and~~
- c. ~~it does not, to the best of yourYour knowledge,~~ violate any third party's copyrights, trademarks, patents, or other intellectual property rights.

### ~~3. 3. Contributor Reference.~~ CONTRIBUTOR REFERENCE

You hereby allow the Spec Lead and Expert Group of a JSR to which ~~youYou~~ have provided ~~yourContributionsYour Contribution(s)~~ to include ~~yourYour~~ name as a "Contributor" on the applicable JSR page at jcp.com.

### ~~4. 4. No Obligations.~~ SPECIFICATION INTELLECTUAL PROPERTY

Subject to Your underlying rights in Your Contribution(s), the Spec Lead for a particular JSR at the time of the final release of the Specification shall own the copyright to the final Specification generated pursuant to that JSR under United States copyright law. Promptly after its completion (i.e., passes Final Approval ballot), such Specification 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 ~~youYou~~ or Oracle from developing, manufacturing or marketing products or services which may be competitive with those of the other party; (ii) creates any joint relationship or authorizes ~~youYou~~ to act or speak on behalf of Oracle or any JCP Member; or (iii) limits you or Oracle from entering into any business relationship with other parties.

### ~~6. 5. Term and Termination.~~ TERM AND TERMINATION

This Agreement shall commence on the Effective Date and, unless terminated earlier by ~~youYou~~ 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, ~~yourYour~~ surviving obligations shall continue to apply with respect to JSRs commenced during the term of this Agreement.

### ~~7. 6. Publicity.~~ PUBLICITY

No public announcements regarding the development of any ~~SpecSpecification~~ may be made by ~~youYou~~ without the concurrence of the Expert Group for such ~~SpecSpecification~~, until the ~~SpecSpecification~~ has been released for public review.

### ~~8. 7. Disclaimer of Warranties and Special Damages.~~ DISCLAIMER OF WARRANTIES AND SPECIAL DAMAGES

INFORMATION AND ANY ~~CONTRIBUTIONS~~ CONTRIBUTION(S) ARE DELIVERED "AS IS", AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND

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~~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. 8. Survival. SURVIVAL~~

The parties' obligations under Sections 2, and 4 through 10 shall survive any termination of this Agreement.

~~10. 9. Government Employees. 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~~You are a Federal agency ~~you~~You agree to exercise whatever discretion granted to ~~you~~You by federal law and regulation to make such patent rights available on terms consistent with the principles of this Agreement.

~~11. 10. Miscellaneous. OTHER~~

This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning its subject matter, except for any license agreement between ~~you~~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 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.

~~\_\_\_\_\_~~; \_\_\_\_\_ ORACLE AMERICA, INC.;

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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**Exhibit A**

**Exhibit A**

**Contact Information**

This Agreement must be executed by ~~you~~You 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 your contact information:

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_