PARTNER MEMBERSHIP AGREEMENT

This Partner Membership Agreement (the "("Agreement") is made by and between Oracle America, Inc. ("Oracle") and _____ ("Partner"), a(n) the individual/ { or legal entity/jurisdiction} ("Jurisdiction") _____, identified in the signature block below ("Partner") as of the date of the last signature below ("Effective Date set forth below.").

This Agreement outlines the structure under which the Organization and Oracle may collaborate together to promote Java and the JCP. Contributions to JSRs and licenses to Java technology are expressly not addressed under this Agreement.

The parties hereby agree as follows:

1. I. DEFINITIONS

1.1. *1.1 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.

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

1.3

1.3. *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.

1.4. *Organization*: the Partner, if the Partner is a legal entity duly organized under the laws of the Jurisdiction, or, if the Partner is an individual, the group of Java enthusiasts represented by the Partner.

1.5. **II.** *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.

2. REPRESENTATIONS OF THE PARTNER AND RELATION TO THE ORGANIZATION

2.1. If the Partner is the Organizationa legal entity, Partner represents and warrants that it is duly organized under the laws of the Jurisdiction for the purpose of promoting Java and the JCP and not for the development or distribution of software. Partner will advise Oracle in writing of itsit's representative, in such manner as may be set forth in the JCP.

2.2. If the Partner is an individual, Partner represents and warrants that Partner is the current representative of the Organization. Partner further represents and warrants that the Organization is not a legal entity, that it comprises at least ___ persons, and that it has as its purpose the promotion of Java and the JCP and not the development or distribution of software. The Partner represents and warrants that the Partner's actions in connection with the JCP express the views of the Organization. Partner agrees to reasonably cooperate with Oracle to establish the existence, purpose and views of the Organization upon Oracle's request. In the event that Partner is no longer the representative of the Organization, this Agreement will immediately terminate.

2.3. Partner, whether the Organization or an individual, agrees to use all reasonable efforts to ensure that the Organization and its members comply with the Organization's obligations as set forth in this Agreement, and in the event Partner fails to comply, this Agreement will immediately terminate.

III. 3. PROMOTION AND PUBLICITY

3.1. The parties agree to cooperate and coordinate in good faith to promote Java and the JCP. Such cooperation shall include commercially reasonable efforts, as each party deems appropriate in its sole discretion, to discuss issues and opportunities associated with Java, the JCP or Java technology on behalf of Oracle and the Organization. .

3.2. At its sole discretion Oracle may publicize the Organization's JCP-related activities on the JCP Website and elsewhere. The Organization agrees to abide by the terms of the JCP's Process Document as published on the JCP Web Site.

3.3. During the term of this Agreement, the Organization agrees that in its communications in connection with Java it will endeavor to be truthful, respectful to others, transparent and reasonable. In particular, the Organization agrees that it will not post anything that is known to be false, misleading, obscene, defamatory, discriminatory, threatening, harassing or abusive or that violates a third party's rights. The Organization will further make it clear that any opinions expressed are those of the Organization and not necessarily those of Oracle or the Java Community. Other than as set forth in this Article IIISection 3 neither Oracle nor the Organization shall publicly discuss any details of this Agreement without the specific prior written approval of the other party, which approval shall not be unreasonably withheld, or as required by law in order to enforce its rights under this Agreement, except that the Organization may make a short announcement of the execution of this Agreement.

4.   IV. FEES AND PAYMENTS

No fees shall be owed by either party under this Agreement. Each party shall be responsible for its own costs with respect to any activities related to this Agreement.

V.   TERM AND TERMINATION
5.   TERM AND TERMINATION

This Agreement shall commence on the Effective Date and, unless terminated earlier by the Partner in its discretion (upon providing Oracle with written notice) or as set forth in Article IISection 3 above, shall 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, provisions which, by their nature, should remain in effect after termination, shall survive.

6.   VI. REPRESENATIONS AND WARRANTIES; LIMITATION OF LIABILITY

INFORMATION AND ANY MATERIALS 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. ORACLE'S LIABILITY FOR DAMAGES RELATING IN ANY WAY TO THIS AGREEMENT UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT, PRODUCT LIABILITY, BREACH OF IMPLIED DUTY, OR OTHERWISE, SHALL NOT EXCEED $1000U.S. $1,000.

VII   MISCELLANEOUS
7.   OTHER

This Agreement, including Exhibit A, constitutes the entire agreement between the parties concerning its subject matter. 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, provided, however that neither party has consented to the jurisdiction of any court located

in the other party´s country of incorporation or of residence. 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.

The Effective Date of this Agreement shall be _____, 20__.

_____   ORACLE AMERICA, INC.

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Signature Date: _____ _____ Signature Date: _____ _____

Exhibit A

Participant Contact Information

This Partner Membership Agreement must be executed by your authorized representative and returned 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
pmo@jcp.org
Phone: +1 408 404 6893
Facsimile: +1 408 521 2016

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

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