

AICAS SOFTWARE LICENSE AGREEMENT: RTSJ 2.0 SPECIFICATION

1 RECITALS

aicas GmbH 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, decline this agreement and do not download the specification.

2 DEFINITIONS

For the purposes of this Agreement, the following definitions apply.

- 1) *Independent Implementation* shall mean an implementation of the Specification that neither derives from any of aicas's source code or binary code materials nor, except with an appropriate and separate license from aicas, includes any of aicas's source code or binary code materials
- 2) *Licensor Name Space* shall mean the public class or interface declarations whose names begin with "javax.realtime", "com.jamaicavm", and "com.aicas" or their equivalents in any subsequent naming convention adopted by aicas through the Java Community Process, or any recognized successors or replacements thereof, and
- 3) *Technology Compatibility Kit* shall mean the test suite and accompanying TCK User's Guide provided by aicas which corresponds to the Specification and that was available either (i) from aicas 120 days before the first release of Your Independent Implementation that allows its use for commercial purposes, or (ii) more recently than 120 days from such release but against which You elect to test Your implementation of the Specification. This Agreement will terminate immediately without notice from aicas if you breach the Agreement or act outside the scope of the licenses granted above.
- 4) "You(r)" means an individual, or a legal entity acting by and through an individual or individuals, exercising rights either under this License or under a future version of this License issued pursuant to Section 6.1. For legal entities, "You(r)" includes any entity that by majority voting interest controls, is controlled by, or is under common control with You.

3 LIMITED LICENSE GRANTS

3.1 License for Evaluation Purposes

aicas hereby grants you a fully-paid, perpetual, nonexclusive, nontransferable, worldwide, limited license (without the right to sublicense), under aicas's applicable intellectual property rights to view, download, use and reproduce the Specification only for the purpose of internal evaluation. This includes developing applications intended to run on an implementation of the Specification provided that such applications do not themselves implement any portion(s) of the Specification.

3.2 License for the Distribution of Compliant Implementations

aicas also grants you a perpetual, nonexclusive, nontransferable, worldwide, fully paid-up, royalty free, limited license (without the right to sublicense) under any applicable copyrights or, subject to the provisions of Section 4 below, 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; (b) does not modify, subset, superset or otherwise extend the Licensor Name Space, or include any public or protected packages, classes, Java interfaces, fields or methods within the Licensor Name Space other than those required/authorized by the Specification or Specifications being implemented; (c) only includes as part of such implementation, the packages, classes or methods specified by the Specification; and (d) passes the Technology Compatibility Kit (including satisfying the requirements of the applicable TCK Users Guide) for such Specification (an implementation that satisfies (a) through (d), a Compliant Implementation). 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, other than to the extent of your fair use rights, or distributing the Specification to third parties). Also, no right, title, or interest in or to any trademarks, service marks, or trade names of aicas or aicas's licensors is granted hereunder. Java, and Java related logos, marks and names are trademarks or registered trademarks of Oracle, Inc. in the U.S. and other countries. JamaicaVM, aicas, and related logos, marks and names are trademarks or registered trademarks of aicas GmbH. in Germany and other countries.

3.3 Pass-through Conditions

You need not include limitations (a)-(d) from the previous paragraph 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 Implementations (and products derived from them) that satisfy limitations (a)-(d) from the previous paragraph, You may neither (a) grant or otherwise pass through to your licensees any licenses under aicas's applicable intellectual property rights; nor (b) authorize your licensees to make any claims concerning their implementation's compliance with the Specification in question.

3.4 Reciprocity Concerning Patent Licenses

With respect to any patent claims covered by the license granted under Section 3.2 above that would be infringed by all technically feasible implementations of the Specification, such license is conditioned upon your offering on fair, reasonable and nondiscriminatory terms, to any party seeking it from You, a perpetual, nonexclusive, nontransferable, worldwide license under Your patent rights which are or would be infringed by all technically feasible implementations of the Specification to develop, distribute and use a Compliant Implementation in accordance with the terms of Section 3.2 above.

With respect to any patent claims owned by aicas and covered by the license granted under Section 3.2, whether or not their infringement can be avoided in a technically feasible manner when implementing the Specification, such license shall terminate with respect to such claims if You initiate a claim against aicas that it has, in the course of performing its responsibilities as the Specification Lead, induced any other entity to infringe Your patent rights.

Also with respect to any patent claims owned by aicas and covered by the license granted under Section 3.2, where the infringement of such claims can be avoided in a technically feasible manner

when implementing the Specification such license, with respect to such claims, shall terminate if You initiate a claim against aicas that its making, having made, using, offering to sell, selling or importing a Compliant Implementation infringes Your patent rights.

4 DISCLAIMER OF WARRANTIES

THE SPECIFICATION IS PROVIDED “AS IS”. AICAS MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT (INCLUDING AS A CONSEQUENCE OF ANY PRACTICE OR IMPLEMENTATION OF THE SPECIFICATION), OR THAT THE CONTENTS OF THE SPECIFICATION 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 could include technical inaccuracies or typographical errors.

5 LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL AICAS 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, EVEN IF AICAS AND/OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You will indemnify, hold harmless, and defend aicas and its licensors from any claims arising or resulting from: (i) your use of the Specification; (ii) the use or distribution of your Java application, applet and/or implementation; and/or (iii) 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 RIGHTS LEGEND

U.S. Government: If this Specification 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 the Software 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 acquisitions other than from the DoD).

7 REPORT

If you provide aicas with any comments or suggestions concerning the Specification (“Feedback”), you hereby (i) agree that such Feedback is provided on a nonproprietary and nonconfidential basis, and (ii) grant aicas a perpetual, nonexclusive, 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 EXPORT

You shall not export or import the Specification in violation of any applicable German laws or regulations, including German export regulations, and similar laws and regulations of other applicable jurisdictions.

9 GENERAL

This agreement shall be governed for all purposes by the laws of Federal Republic of Germany. You expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement. Any action or proceeding arising out of this agreement shall fall under the jurisdiction of Federal Court of Karlsruhe, Germany. This agreement contains the entire agreement and understanding between You and aicas. This agreement may not be modified or appended except as agreed to in writing by aicas and You. Such modifications by aicas shall become effective when the modified agreement is posted on aicas' website. No waiver by either party of any rights under this agreement will be effective unless such waiver is in a writing signed by the party against whom enforcement is sought. If any provision of this agreement is declared void, such provision will be deemed severed from this agreement, which will otherwise remain in full force and effect.

AICAS SOFTWARE LICENSE AGREEMENT: RTSJ 2.0 REFERENCE IMPLEMENTATION

1 RECITAL

aicas has developed Specifications and Reference Implementations of certain Technology, in particular a Realtime Specification for Java(RTSJ); and

aicas desires to license the Technology to a large community to facilitate research, innovation, and product development while maintaining compatibility of such products with the Technology as delivered by aicas; and

You desire to license the Technology from aicas on the terms and conditions specified in this License.

In consideration for the mutual covenants contained herein, You and aicas agree as follows.

2 DEFINITIONS

For the purposes of this Agreement, the following definitions apply.

- 1) “*Commercial Use*” means any use (excluding Internal Deployment Use) or distribution, directly or indirectly of Compliant Covered Code by You to any third party, alone or bundled with any other software or hardware, for direct or indirect commercial or strategic gain or advantage, subject to execution of a separate license agreement by You and aicas, and payment of any fees set forth therein.
- 2) “*Community Code*” means the Original Code, Upgraded Code, Error Corrections, Shared Modifications, or any combination thereof.
- 3) “*Community Webserver(s)*” means the webserver(s) designated by aicas for posting Error Corrections and Shared Modifications.
- 4) “*Compliant Covered Code*” means Covered Code that complies with the requirements of the TCK.
- 5) “*Contributor*” means each Licensee that creates or contributes to the creation of any Error Correction or Shared Modification.
- 6) “*Covered Code*” means the Original Code, Upgraded Code, Modifications, or any combination thereof.
- 7) “*Error Correction*” means any change made to Community Code which conforms to the Specification and corrects the adverse effect of a failure of Community Code to perform any function set forth in or required by the Specifications.
- 8) “*Executable*” means Covered Code that has been converted to a form other than Source Code.
- 9) “*Extension(s)*” means any additional classes or other programming code and/or interfaces developed by or for You which: (i) are designed for use with the Technology; (ii) constitute an API for a library of computing functions or services; and (iii) are disclosed to third party

software developers for the purpose of developing software which invokes such additional classes or other programming code and/or interfaces. The foregoing shall not apply to software development by Your subcontractors to be exclusively used by You.

- 10) *“Intellectual Property Rights”* means worldwide statutory and common law rights associated solely with (i) patents and patent applications; (ii) works of authorship including copyrights, copyright applications, copyright registrations and “moral rights”; (iii) the protection of trade and industrial secrets and confidential information; and (iv) divisions, continuations, renewals, and re-issuances of the foregoing now existing or acquired in the future.
- 11) *“Internal Deployment Use”* means use of Compliant Covered Code (excluding Research Use) within Your business or organization only by Your employees and/or agents, subject to execution of a separate agreement by You and aicas.
- 12) *“Licensee”* means any party that has entered into and has in effect a version of this License with aicas.
- 13) *“Modification(s)”* means (i) any change to Covered Code; (ii) any new file or other representation of computer program statements that contains any portion of Covered Code; and/or (iii) any new Source Code implementing any portion of the Specifications.
- 14) *“Original Code”* means the initial Executables, and Source Code portions, if any, for the Technology as described on the Technology Download Site.
- 15) *“aicas”* means aicas GmbH and its successors and assigns.
- 16) *“Reformatted Specifications”* means any revision to the Specifications which translates or re-formats the Specifications (as for example in connection with Your documentation) but which does not alter, subset or superset the functional or operational aspects of the Specifications.
- 17) *“Research Use”* means use and distribution of Covered Code only for Your research, development, educational, or personal and individual use, and expressly excludes Internal Deployment Use and Commercial Use.
- 18) *“Shared Modifications”* means Modifications provided by You pursuant to Section 4.2, or received by You from a Contributor pursuant to Section 4.3.
- 19) *“Source Code”* means computer program statements written in any high-level, readable form suitable for modification and development.
- 20) *“Specifications”* means the specifications for the Technology and other documentation, as designated on the Technology Download Site, as may be revised by aicas from time to time.
- 21) *“Trademarks”* means aicas’ trademarks whether registered or not.
- 22) *“Technology”* means the technology described in Attachment B, and Upgrades.
- 23) *“Technology Compatibility Kit”* or *“TCK”* means the test programs, procedures and/or other requirements licensed pursuant to a separate license agreement, designated by aicas for use in verifying compliance of Covered Code with the Specifications, in conjunction with the Original Code and Upgraded Code. Aicas may, in its sole discretion and from time to time, revise a TCK to correct errors and/or omissions and in connection with Upgrades.

- 24) “*Technology Download Site*” means the site(s) designated by aicas for access to the Original Code, Upgraded Code, TCK and Specifications.
- 25) “*Upgrade(s)*” means new versions of Technology designated exclusively by aicas as an Upgrade and released by aicas from time to time.
- 26) “*Upgraded Code*” means the Executables and Source Code portions, if any, for Upgrades, possibly including Modifications made by Contributors.
- 27) “*You(r)*” means an individual, or a legal entity acting by and through an individual or individuals, exercising rights either under this License or under a future version of this License issued pursuant to Section 6.1. For legal entities, “*You(r)*” includes any entity that by majority voting interest controls, is controlled by, or is under common control with You.

3 Introduction

The aicas RTSJ Binary Reference Implementation License and effective attachments (“License”) does only include a Research Use License. The Research Use license is effective when You execute this License.

License for the RTSJ Specification itself, the Technical Compatibility Kit (TCK), the Internal Deployment Use and the Commercial Use and the use of Trademarks shall be subject to separate agreements which will be offered by aicas to You on fair, reasonable, and nondiscriminatory terms.

Capitalized terms used in this License are defined in the Glossary.

4 Research Use License Grants

4.1 Aicas Grants

Royalty-Free Grants: Subject to Your compliance with Sections 5, 10.8, and Attachment A of this License, aicas grants to You a worldwide, royalty-free, non-exclusive license, to the extent of aicas’ Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to do the following:

Research Use License: (i) use, reproduce and modify the Specifications to create Reformatted Specifications for Research Use by You, (ii) use, test and reproduce and, with respect to the Source Code portions only, if any, modify, the Original Code and Upgraded Code to create Modifications for Research Use by You, (ii) publish and display Original Code, Upgraded Code and Specifications with, or as part of Modifications, as permitted under Section 5.1 b) below, (iii) reproduce and distribute copies of Original Code and Upgraded Code to Licensees and students for Research Use by You, (iv) compile, reproduce and distribute Original Code and Upgraded Code in Executable form, and Reformatted Specifications to anyone for Research Use by You.

b) Other than the licenses expressly granted in this License, aicas retains all right, title, and interest in Original Code and Upgraded Code and Specifications. In particular every productive or commercial use of Covered Code, the provision of Source Code by aicas and its use by You or the use of trademarks of aicas shall be subject to separate agreements on fair, reasonable and non-discriminatory terms.

4.2 Your Grants

4.2.1 To Other Licensees. You hereby grant to each Licensee a license to Your Error Corrections and Shared Modifications, of the same scope and extent as aicas's licenses under Section 4.1 above relative to Research Use.

4.2.2 To aicas. You hereby grant to aicas a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license, to the extent of Your Intellectual Property Rights covering Your Error Corrections, Shared Modifications and Reformatted Specifications, to use, reproduce, modify, display and distribute Your Error Corrections, Shared Modifications and Reformatted Specifications, in any form, including the right to sublicense such rights through multiple tiers of distribution.

4.2.3 Retention. Other than the licenses expressly granted in Sections 4.2.1 and 4.2.2 above, and the restriction set forth in Section 5.1.4 (iv) below, You retain all right, title, and interest in Your Error Corrections, Shared Modifications, and Reformatted Specifications.

4.3 Contributor Modifications

You may use, reproduce, modify, display and distribute Contributor Error Corrections, Shared Modifications and Reformatted Specifications, obtained by You under this License, to the same scope and extent as with Original Code, Upgraded Code and Specifications.

4.4 Subcontracting

You may deliver the Source Code portions only, if any, of the Covered Code to other Licensees having at least a Research Use license, for the sole purpose of furnishing development services to You in connection with Your rights granted in this License. All such Licensees must execute appropriate documents with respect to such work consistent with the terms of this License, and acknowledging their work-made-for-hire status or assigning exclusive right to the work product and associated Intellectual Property Rights to You.

5 Requirements and Responsibilities

5.1 Research Use License

As a condition of exercising the rights granted under Section 4.1 above, You agree to comply with the following.

5.1.1 Your Contribution to the Community. All Error Corrections and Shared Modifications which You create or contribute to are automatically subject to the licenses granted under Section 4.2 above. You are obliged to license all of Your other Modifications under Section 4.2 as Shared Modifications. You agree to notify aicas of any errors in the Specification.

5.1.2 Source Code Availability. You agree to provide all Your Error Corrections to aicas as soon as reasonably practicable and, in any event, prior to Internal Deployment Use or Commercial Use, if applicable. Aicas may, at its discretion, post Source Code for Your Error Corrections and Shared Modifications on the Community Webserver. You may also post Error Corrections and Shared Modifications on a web-server of Your choice; provided, that You must take reasonable

precautions to ensure that only Licensees have access to such Error Corrections and Shared Modifications. Such precautions shall include, without limitation, a password protection scheme limited to Licensees and a click-on, download certification of Licensee status required of those attempting to download from the server. An example of an acceptable certification is attached as Attachment A-2.

5.1.3 Notices. All Error Corrections and Shared Modifications You create or contribute to must include a file documenting the additions and changes You made and the date of such additions and changes. You must also include the notice set forth in Attachment A-1 in the file header. If it is not possible to put the notice in a particular Source Code file due to its structure, then You must include the notice in a location (such as a relevant directory file), where a recipient would be most likely to look for such a notice.

5.1.4 Redistribution. You are not entitled to distribute Covered Code under this Reference Implementation License except as described in the subsequent (i) to (iv) of this Section [5.1.4](#).

- i) Source. You may distribute the Source Code portions, if any, of the Covered Code to students for use in connection with their course work and research projects undertaken at accredited educational institutions. Such students need not be Licensees, but must be given a copy of the notice set forth in Attachment A-3 and such notice must also be included in a file header or prominent location in the Source Code made available to such students.
- ii) Executable. You may distribute Executable version(s) of Covered Code to Licensees and other third parties only for the purpose of evaluation and comment in connection with Research Use by You and under a license of Your choice, but which limits use of such Executable version(s) of Covered Code only to that purpose.
- iii) Modified Class, Interface and Package Naming. In connection with Research Use by You only, You may use Original Contributor's class, interface and package names only to accurately reference or invoke the Source Code files You modify. Original Contributor grants to You a limited license to the extent necessary for such purposes.
- iv) Modifications. You expressly agree that any distribution, in whole or in part, of Modifications developed by You shall only be done pursuant to the term and conditions of this License, in particular the preceding (i) to (iv) of this Section [5.1.4](#).

5.1.5 Extensions.

- i) Covered Code. You may not include any Source Code of Community Code in any Extensions;
- ii) Publication. No later than the date on which You first distribute such Extension for Commercial Use, You must publish to the industry, on a non-confidential basis and free of all copyright restrictions with respect to reproduction and use, an accurate and current specification for any Extension. In addition, You must make available an appropriate test suite, pursuant to the same rights as the specification, sufficiently detailed to allow any third party reasonably skilled in the technology to produce implementations of the Extension compatible with the specification. Such test suites must be made available as soon as reasonably practicable but, in no event, later than ninety (90) days after Your first Commercial Use of the

Extension. You must use reasonable efforts to promptly clarify and correct the specification and the test suite upon written request by aicas.

- iii) Open. You agree to refrain from enforcing any Intellectual Property Rights You may have covering any interface(s) of Your Extension, which would prevent the implementation of such interface(s) by aicas or any Licensee. This obligation does not prevent You from enforcing any Intellectual Property Right You have that would otherwise be infringed by an implementation of Your Extension.
- iv) Class, Interface and Package Naming. You may not add any packages, or any public or protected classes or interfaces with names that originate or might appear to originate from aicas or Oracle including, without limitation, package or class names which begin with “com.aicas”, “com.jamaicavm”, “sun”, “java”, “javax”, “jini”, “net.jini”, “com.sun”, “com.oracle” or their equivalents in any

subsequent class, interface and/or package naming convention adopted by Oracle or aicas. It is specifically suggested that You name any new packages using the “Unique Package Naming Convention” as described in “The Java Language Specification” by James Gosling, Bill Joy, and Guy Steele, ISBN 0-201-63451-1, August 1996. Section 7.7 “Unique Package Names”, on page 125 of this specification which states, in part:

“You form a unique package name by first having (or belonging to an organization that has) an Internet domain name, such as “sun.com”. You then reverse the name, component by component, to obtain, in this example, “com.sun”, and use this as a prefix for Your package names, using a convention developed within Your organization to further administer package names.”

5.2 Open Source Software

Please note that the Covered Code may contain open source software. If open source software is integrated into the Covered Code or otherwise provided to You with the Covered Code by aicas, You acquire the (non-exclusive) rights of use provided in the relevant open source license. When using the open source software provided, you must observe the corresponding licenses. Any relevant open source licenses and information about which open source component is under which license are provided to you together with the Covered Code (e.g. in a readme file). In this respect, you are particularly permitted to make changes to the Covered Code and to gain access to the Source Code in addition to the object code, unless this has already been provided to you together with the object code. In all other respects, the present terms and conditions shall apply, in particular with regard to the scope of functions as well as aicas’ warranty and liability.

6 Versions of the License

6.1 License Versions

Aicas may publish revised versions of the License from time to time. Each version will be given a distinguishing version number.

6.2 Effect

Once a particular version of Covered Code has been provided under a version of the License, You may always continue to use such Covered Code under the terms of that version of the License. You may also choose to use such Covered Code under the terms of any subsequent version of the License. No one other than aicas has the right to promulgate License versions.

7 Disclaimer of Warranty

7.1 COVERED CODE

COVERED CODE IS PROVIDED UNDER THIS LICENSE FOR FREE AND “AS IS”, WITHOUT WARRANTY OF ANY KIND EXCEPT AS STATED IN SECTIONS 7.3 AND 9, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF MATERIAL OR LEGAL DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU AGREE TO BEAR THE ENTIRE RISK IN CONNECTION WITH YOUR USE AND DISTRIBUTION OF COVERED CODE UNDER THIS LICENSE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT SUBJECT TO THIS DISCLAIMER.

7.2 Supplementary Performance

The Disclaimer in Section 7.1 includes that You are not entitled to claim supplementary performance (correction of defects like errors in the Covered Code), fulfillment by yourself or rescission of contract.

7.3 Compensation

Subject to the requirements and consequences stated in Section 523 or Section 524 BGB (German Civil Code) aicas is obliged to compensate You for the damage resulting from legal defects (defects in title) or material defects.

7.4 Restricted Use

You acknowledge that Original Code, Upgraded Code and Specifications are not designed or intended for use in (i) on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or (ii) in the design, construction, operation or maintenance of any nuclear facility. Aicas disclaims any express or implied warranty of fitness for such uses.

8 Termination

8.1 By You

You may terminate the Research Use license at any time by providing written notice to aicas.

8.2 By aicas

This License and the rights granted hereunder will terminate: (i) automatically if You fail to comply with the terms of this License and fail to cure such breach within 30 days of receipt of written notice of the breach; (ii) immediately in the event of circumstances specified in Section 12.8; or (ii) at aicas' discretion upon any infringement of third party rights by Covered Code or action initiated in the first instance by You alleging that use or distribution by aicas or any Licensee, of Original Code, Upgraded Code, Error Corrections or Shared Modifications contributed by You, or Specifications, infringe a patent owned or controlled by You.

8.3 Effect of Termination

Upon termination, You agree to discontinue use and return or destroy all copies of Covered Code in your possession. Provisions which, by their nature, should remain in effect beyond the termination of this License shall survive including, without limitation, Sections 4.2, 5, 7, 9 and 10.

9 Limitation of Liability

Subject to the requirements (in particular intentional or gross negligent breach of a duty) and consequences stated in Section 521 BGB (German Civil Code) aicas is obliged to compensate You for the damage not directly resulting from legal or material defects.

10 Miscellaneous

10.1 Trademark

Except as expressly provided by aicas in writing, You are granted no right, title or license to, or interest in, any aicas Trademarks. You agree not to (i) challenge Original Contributor's ownership or use of aicas Trademarks; (ii) attempt to register any aicas Trademarks, or any mark or logo substantially similar thereto; or (iii) incorporate any aicas Trademarks into your own trademarks, product names, service marks, company names, or domain names.

10.2 Integration

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.

10.3 Assignment12.8

Aicas may assign this License, and its rights and obligations hereunder, in its sole discretion. This Agreement will bind Your successors but may not be assigned, in whole or part, without the written approval of an authorized representative of aicas. Any non-conforming assignment shall be null and void.

10.4 No Waiver

This agreement and the rights and restrictions hereunder may not be waived, modified or amended except in writing signed by a duly authorized representative of each party. Notwithstanding the foregoing, if You are prohibited by law from fully and specifically complying with Sections 4.2 or 5, this License will immediately terminate and You must immediately discontinue any use of Covered Code.

10.5 Severability

If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. This agreement and the rights and restrictions hereunder may not be waived, modified or amended except in writing signed by a duly authorized representative of each party. Notwithstanding the foregoing, if You are prohibited by law from fully and specifically complying with Sections 4.2 or 5, this License will immediately terminate and You must immediately discontinue any use of Covered Code.

10.6 Governing Law

Any action relating to or arising out of this Agreement will be governed by the laws of the Federal Republic of Germany. The U.N. Convention for the International Sale of Goods and the choice of law rules of any jurisdiction will not apply. You agree to submit to the exclusive jurisdiction of, and venue in, the courts located in Karlsruhe, Germany in any dispute arising out of or relating to this agreement or the Licensed Software.

10.7 Press Announcements

All press announcements relative to the execution of this License must be reviewed and approved by aicas and You prior to release.

10.8 International Use

. You agree to comply fully with export laws and regulations of the United States and any other applicable export laws ("Export Laws") to assure that neither the Licensed Software and Confidential Information, nor any direct product thereof are: (a) exported, directly or indirectly, in violation of this Agreement or Export Laws; or (b) used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

10.9 Language

This License is in the English language only, which language shall be controlling in all respects, and all versions of this License in any other language shall be for accommodation only and shall not be binding on the parties to this License. All communications and notices made or given pursuant to this License, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

ATTACHMENT A REQUIRED NOTICES

A 1 REQUIRED IN ALL CASES

The contents of this file, or the files included with this file, are subject to the current version of Aicas RTSJ Binary Reference Implementation License (the “License”); You may not use this file except in compliance with the License. You may obtain a copy of the License from aicas GmbH. See the License for the rights, obligations and limitations governing use of the contents of the file.

The Original and Upgraded Code is JamaicaVM RTSJ 2.0 RI version _____. The developer of the Original and Upgraded Code is aicas. Aicas GmbH owns the copyrights in the portions it created. All Rights Reserved.

Contributor(s):_____

Associated TEst Suite(s) Location:_____

A 2 SAMPLE LICENSEE CERTIFICATION

“By clicking the 'Agree' button below, You certify that You are a Licensee in good standing under the AICAS RTSJ BINARY REFERENCE IMPLEMENTATION LICENSE, JamaicaVM RTSJ 2.0 RI, version _____ (“License”) and that Your access, use and distribution of code and information You may obtain at this site is subject to the License.”

A 3 REQUIRED STUDENT NOTIFICATION

This software and related documentation has been obtained by your educational institution subject to the Aicas Community Source License, JamaicaVM RTSJ 2.0 RI version _____. You have been provided access to the software and related documentation for use only in connection with your course work and research activities as a matriculated student of your educational institution. Any other use is expressly prohibited.

THIS SOFTWARE AND RELATED DOCUMENTATION CONTAINS PROPRIETARY MATERIAL OF AICAS GMBH, WHICH ARE PROTECTED BY VARIOUS INTELLECTUAL PROPERTY RIGHTS.

You may not use this file except in compliance with the License. You may obtain a copy of the License from aicas GmbH.

ATTACHMENT B Technology

JamaicaVM RTSJ 2.0 RI version _____, supporting the Java (tm) 8 Platform with Compact 1 Edition classes, Realtime Java Technology as described on the Technology Download Site.

ATTACHMENT C Internal Deployment

This ATTACHMENT C is only effective for the Technology specified in ATTACHMENT B, upon execution of ATTACHMENT D (Commercial Use License) including the requirement to pay royalties. In the event of a conflict between the terms of this ATTACHMENT C and ATTACHMENT D, the terms of ATTACHMENT D shall govern.

C 1 Internal Deployment License Grant.

Subject to Your compliance with Section C 2 below, and Section 10.8 of the Research Use license; in addition to the Research Use license and the TCK license, Original Contributor grants to You a worldwide, non-exclusive license, to the extent of Original Contributor's Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to do the following:

- i) reproduce and distribute internally, Original Code and Upgraded Code as part of Compliant Covered Code, and Specifications, for Internal Deployment Use,
- ii) compile the source code portions, if any, of such Original Code and Upgraded Code, as part of Compliant Covered Code, and reproduce and distribute internally the same in Executable form for Internal Deployment Use, and
- iii) reproduce and distribute internally, Reformatted Specifications for use in connection with Internal Deployment Use.

C 2 Additional Requirements and Responsibilities.

In addition to the requirements and responsibilities described under Section 5.1 of the Research Use license, and as a condition to exercising the rights granted under Section 5 above, You agree to the following additional requirements and responsibilities.

C 2.1 Compatibility. All Covered Code must be Compliant Covered Code prior to any Internal Deployment Use or Commercial Use, whether originating with You or acquired from a third party. Successful compatibility testing must be completed in accordance with the TCK License. If You make any further Modifications to any Covered Code previously determined to be Compliant Covered Code, you must ensure that it continues to be Compliant Covered Code.

ATTACHMENT D Commercial Use License

This Commercial Use License Agreement is entered into as of the Effective Date set forth below
(the “Effective Date”),
by and between

aicas GmbH, (“**aicas**”)

with its principal place of business at

Emmy-Noether-Str. 9
D-76131 Karlsruhe, Germany

and

_____, (“Licensee”)

with a place of business at

AICAS SOFTWARE LICENSE AGREEMENT: RTSJ 2.0 COMPATIBILITY KIT

This Technical Compatibility Kit (TCK) Agreement (the “Agreement”) is entered into as of the Effective Date set forth below (the “Effective Date”),
by and between

aicas GmbH, (“aicas”)

with its principal place of business at

Emmy-Noether-Str. 9
D-76131 Karlsruhe, Germany

and

_____, (“Licensee”)

with a place of business at

1 RECITALS

WHEREAS, aicas, is the Maintenance Lead for the Specification (as defined below) and desires to license the Technology Compatibility Kit (as defined below) developed for such Specification to allow third parties to test Products (as defined below) for compatibility with the Specification;

WHEREAS, Licensee wishes to develop and distribute Products that are compatible with the Specification; and

WHEREAS, subject to the terms and conditions of this Agreement, Licensee desires to license the Technology Compatibility Kit (TCK) from aicas to allow Licensee to test Products for compatibility with the Specification.

NOW THEREFORE, intending to be legally bound hereby, aicas and Licensee agree to the terms herein.

2 DEFINITIONS

For the purposes of this Agreement, the following definitions apply.

- 1) “*Confidential Information*” means any information that is disclosed by aicas or Licensee to the other party under the terms of the Agreement for the Exchange of Confidential Information (“AECI”) which may include, without limitation, software designs and code, product specifications and documentation, product plans, and other confidential business information.

- 2) “*TCK Test Case*” means any code that is used to demonstrate the correctness of a feature of the specification.
- 3) “*TCK Test Harness*” means any code that use used to run and collect the results of the test cases.
- 4) “*Current TCK*” for a Licensee Product refers to any update of the TCK for the Current Specification that was released in the 180 days prior to that Licensee Product’s FCS, or if no such TCK was released in that interval it refers to the latest update of that TCK.
- 5) “*Current Specification*” for a Licensee Product refers to any version of the Specification that was released through the Java Community Process in the *180 days* prior to that Licensee Product’s FCS, or if no Specification update was released in that interval it refers to the latest version of the Specification.
- 6) “*Documentation*” means the materials which aicas provides for use with the TCK, as set forth in Exhibit B. aicas may revise the Documentation during the Term.
- 7) “*FCS*” means the first commercial shipment date of a production version of an item.
- 8) “*Intellectual Property Rights*” shall mean all forms of legal rights and protections in any country of the world, including all right, title, and interest arising under common and statutory law to all: (i) letters patents, provisional patents, design patents, PCT filings and other rights to inventions or designs; (ii) trade secret and equivalent rights in confidential or proprietary TCK License JSR-282 information and know-how; (iii) copyrights, mask works, moral rights or other literary property or authors rights; (iv) rights regarding trade names, logos, domain names, URLs, trademarks, service marks and other proprietary indicia or addresses and all goodwill associated therewith; (v) any similar, corresponding or equivalent rights relating to intangible intellectual property; and (vi) all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing.
- 9) “*Java Platform*” refers to one of a set of standard Java run-time environments and associated Java class libraries, such as J2SE, J2EE, J2ME CDC, and J2ME CLDC, as defined through the Java Community Process (JCP). A given TCK may apply unmodified to one Java Platform, e.g., J2SE, J2EE. One TCK license may apply to Licensee Product(s) built on the Java Platform(s) addressed by that specific TCK.
- 10) “*Licensed Licensee Product*” means a Licensee Product for which Licensee has paid the applicable TCK license fees for the current year, subsequent term, or up to the cumulative cap(s) set forth in Exhibit A (License Fees).
- 11) “*Licensee Modification*” means a modification or enhancement to the TCK made by Licensee pursuant to Section 3.2 of this Agreement.
- 12) “*Licensee Product*” means, collectively, all implementations and versions of Java virtual machine technology, developed or licensed by or for Licensee, that conform to the Specification, each of which is built on or includes one or more of the Java Platforms addressed by a single TCK, including derivatives, and which may be subsequently renamed or rebranded.

- 13) “*Licenser Name Space*” means the public class or interface declarations whose names begin with “javax.realtime”, “com.aicas”, “com.jamaicavm”, or their equivalents in any subsequent naming convention adopted through the Java Community Process, or any recognized successors or replacements thereof.
- 14) “*Migration Date*” shall mean 180 days after the final release of the latest available version of the Specification.
- 15) “*Product*” means a Licensee Product which (a) fully implements the Specification including all its required interfaces and functionality; (b) does not modify, subset, superset, or otherwise extend the Licenser Name Space, or include any public or protected packages, classes, Java interfaces, fields or methods within the Licenser Name Space other than those required/authorized by the Specification or Specifications being implemented, and (c) passes the unmodified Technology Compatibility Kit (including satisfying the requirements of the applicable TCK Users Guide) for such Specification.
- 16) “*Specification*” means the written specification pursuant to the Java Community Process for some aspect of the Java technology as identified in Exhibit A.
- 17) “*Specification License*” means the license offered by aicas for an independent implementation of the specification.
- 18) “*Support Services*” mean the services provided by aicas as set forth in Exhibit B.
- 19) “*Technology Compatibility Kit*” or “TCK” means aicas’s tool kit and Documentation, associated with the Specification identified in Exhibit A, provided to test whether Licensee’s implementation of the Specification is compliant with the Specification. Each different TCK (e.g., for different Java Platforms) provided to Licensee under this Agreement will incur license fees, up to a cumulative cap on fees paid for each specific TCK and for all such TCK’s.
- 20) “*Term*” means the term of the Agreement as set forth in Section 11.1.
- 21) “*aicas License*” means a license agreement for the TCK from aicas.
- 22) “*Update*” means bug fixes, modifications, variations, enhancements and other revisions incorporated in a version of the TCK which aicas generally distributes to licensees of the TCK as part of Support Services from aicas. All Updates shall be licensed under the terms and conditions of this Agreement.

3 LICENSE GRANTS

3.1 Development License.

aicas hereby grants to Licensee and its subsidiaries and affiliates (collectively “Licensee”) a non-transferable, nonexclusive, world-wide, royalty free, fully paid up license to use the TCK solely for the purpose of testing Licensee Product, alone and/or in combination with other hardware and/or software for compliance with the relevant portions of Specifications. Licensee may not modify or create derivative works of the TCK except as is described in Paragraph 3.2 below. Except with respect to Licensee subcontractors performing work on Licensee’s behalf, Licensee may not distribute copies of the TCK to other parties for any purpose.

3.2 License for Licensee Modifications.

Modification may only be made to tests in the TCK that are agreed to be erroneous and provided back to the Licensee. Changes may only be made to the test harness of the TCK, that are necessary to run the tests of the TCK on a given platform, so long as they do not inhibit proper collection of the test results.

3.3 License for Licensee Modifications.

Licensee hereby grants to aicas, under Licensee's applicable copyrights, a worldwide, royalty free, paid-up, unlimited license to distribute, sublicense and otherwise use without restriction any Licensee Modifications to the TCK made by Licensee which Licensee chooses in their sole and absolute discretion to deliver to aicas and identify as Licensee Modifications. Such Licensee Modifications are provided on an "AS IS" basis. aicas may choose to use Licensee Modifications in its sole and absolute discretion.

3.4 License to use Specification Document.

Licensee may use the specification source code under aicas' copyright to produce licensees Product and its documentation. However, documentation derived from the Specification must not modify the meaning of the Specification with respect to the Realtime Specification for Java's APIs, semantics, and requirements. It must include the specification license, and it must not be supplied in a way that would reasonably be expected to compete with a printed version of the specification.

3.5 Additional Restrictions.

Licensee may not (a) create derivative works of the TCK, except as set forth in Section 3.2; or (b) claim that any version or release of a Licensee Product passes the TCK, and therefore is compatible with the Specification, unless it has passed a version of the TCK that was a Current TCK no more than 180 days prior to the date of for that Licensee Product.

3.6 Superseded Releases.

aicas agrees that the provisions of Section 3.5 (b) above shall not be understood to prevent Licensee from distributing maintenance releases (a new release of a preexisting Product that implements substantially the same core technologies) of a Product that implemented a prior version of the Specification ("Initial Product") where such maintenance release implements the same version of the Specification implemented by the Initial Product.

3.7 Testing.

Licensee is responsible, at its own cost, to self-certify that its Product passes the applicable TCK as set forth above. aicas may require Licensee to provide reasonable verification of proper compatibility testing.

3.8 No Other Grant.

This Agreement does not grant to Licensee, by implication or otherwise, any right or license, under any Intellectual Property Rights of aicas, except as expressly provided in this Section 3.

3.9 Delivery.

As soon as practicable after the Effective Date, aicas shall deliver to Licensee one (1) copy of TCK and Documentation, and one (1) copy of the Specification source code. In the event any deliverable is already in the possession or custody of Licensee, such item(s) shall, to the extent used in connection with the rights granted in this Section 3, be subject to the terms of this Agreement, notwithstanding any pre-existing agreement or understanding between Licensee and aicas with respect to such items.

4 SUPPORT SERVICES

4.1 Support Services.

During the term of this Agreement, aicas shall provide to Licensee the Support Services as set forth in Exhibit B if ordered by licensee.

5 PAYMENT

5.1 License Fees.

Licensee shall pay to aicas the fees set forth in Exhibit A. All fees, freight, taxes or other amounts payable by Licensee under this Agreement shall be paid within sixty (60) days of the date of receipt of a valid invoice. The annual support fee shall be due on each anniversary date of the Effective Date for the term of the Agreement at Licensees option.

5.2 Taxes.

The fees and other amounts payable under this Agreement do not include any foreign, federal, state or local sales, use or other similar taxes, however designated, levied against the licensing, delivery or use of the TCK or Support Services provided under this Agreement. Licensee shall pay, or reimburse aicas for, all such taxes imposed on aicas, provided; however, that Licensee shall not be liable for any taxes based on aicas's net income. To the extent Licensee is required by local law to withhold taxes based upon aicas's income, Licensee may deduct from any payments to aicas any income tax or tax of a similar nature (including taxes based on net worth) imposed by any government (TCK License "Government Income Tax") and actually paid by Licensee for the account of aicas, to the extent such Government Income Tax does not exceed the appropriate withholding amount applicable under relevant tax treaties. In the event that Licensee deducts any Government Income Tax from payments owed to aicas, Licensee shall furnish aicas with an official tax receipt or other evidence issued by the taxing authority suitable for aicas to apply for a tax credit.

5.3 Currency.

All amounts referred to in this Agreement are, and all invoices and payments under this Agreement shall be, in Euros.

6 NOTICE OF BREACH OR INFRINGEMENT

Each party shall notify the other promptly in writing when it becomes aware of any breach or violation of the terms of this Agreement, or when Licensee becomes aware of any potential or actual infringement by a third party of the TCK or aicas's Intellectual Property Rights therein.

7 WARRANTIES

7.1 Limited Warranty.

aicas represents and warrants that the media, if any, on which the TCK are recorded will be free from defects in materials and workmanship for a period of ninety (90) days after delivery. aicas's sole liability with respect to breach of this warranty is to replace the defective media.

7.2 Disclaimer.

EXCEPT FOR THE WARRANTIES SPECIFICALLY STATED IN THIS SECTION 7 AND 8, NEITHER aicas NOR ITS LICENSORS MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN RELATION TO THIS AGREEMENT. aicas AND ITS LICENSORS DO NOT WARRANT THAT THE TCK OR ITEMS DEVELOPED WITH THE USE OF THE TCK WILL OPERATE UNINTERRUPTED OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, aicas EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

8 CONFIDENTIAL INFORMATION AND OWNERSHIP

8.1 Confidential Information.

All Confidential Information shall be exchanged pursuant to the terms of the AEI and its supplements.

8.2 Ownership; Third Party Notices.

This Agreement is not an agreement of sale, and except for the rights granted herein, no title, patent, copyright, trademark, service mark, trade secret, intellectual property or other ownership rights to the TCK are transferred to Licensee under this Agreement. Both parties shall retain all proprietary marks, legends and patent and copyright notices that appear on the TCK, and Documentation, and all whole or partial copies thereof, delivered by one party to the other, as the case may be, and all whole or partial copies thereof.

9 LIMITED INDEMNITY

9.1 By aicas.

aicas will defend, at its expense, any legal proceeding brought against Licensee, to the extent it is based on a claim that authorized use of the FCS or subsequent production version(s) of the TCK is an infringement of a third party trade secret or a copyright in a country that is a signatory to the Berne Convention, and will pay all damages awarded by a court of competent jurisdiction, or such settlement amount negotiated by aicas, attributable to such claim, provided that Licensee:

(a) provides written notice of the claim and any such threatened claim promptly to aicas; (b) gives aicas sole control of the defense and settlement of the claim; (c) provides to aicas, at aicas's expense, reasonable information, assistance and authority to defend; and (d) has not settled such proceeding without aicas's prior written consent.

9.2 Remedies.

Should the TCK, or any portion thereof, become, or in aicas's opinion be likely to become, the subject of a claim of infringement for which indemnity is provided under Section 9.1, aicas shall, (i) procure for Licensee, at no cost to Licensee, the right to continue to use the TCK, (ii) replace or modify the TCK at no cost to Licensee, to make such noninfringing; or (iii) if neither (i) or (ii) are reasonably practical, terminate the right to use such TCK, and grant Licensee a refund of any unused portion of the annual license fee. (c) Limitation of Liability. aicas shall have no liability for any claim based upon: (i) the combination, operation or use of any TCK with equipment, devices or software not supplied by TCK where the claim is avoided when the TCK is not so combined, operated or used with equipment, devices or software not supplied by TCK; (ii) the alteration or modification of the TCK that was made by or on behalf of Licensee; or (iii) the failure by Licensee to use the most current version of the TCK, except as permitted hereunder. (d) Entire Liability. This Section 9 states the entire liability of aicas with respect to infringement of any intellectual property rights by the TCK and aicas shall have no additional liability with respect to any alleged or proven infringement.

10 LIMITATION OF LIABILITY

10.1 Limited to Fees Paid

EXCEPT FOR THE OBLIGATIONS OF INDEMNIFICATION UNDER THIS AGREEMENT AND FEES DUE BY LICENSEE HEREUNDER, OR A BREACH OR VIOLATION OF SECTION 3 OR THE AECI, EACH PARTY'S LIABILITY TO THE OTHER FOR CLAIMS RELATING TO OR ARISING FROM THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE LICENSE FEES PAID BY LICENSEE IN THE INITIAL TERM OR RENEWAL TERM, AS THE CASE MAY BE, IN WHICH SUCH LIABILITY AROSE.

10.2 Not Lost Profits

EXCEPT FOR THE OBLIGATIONS OF INDEMNIFICATION UNDER THIS AGREEMENT, OR A BREACH OF THE AECI, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, NO MATTER WHAT THEORY OF LIABILITY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. For the avoidance of doubt, no portion of fees due under this Agreement shall be deemed to be lost profits.

10.3 Risk Allocation

The limitations of liability set forth in this Section 10 are independent of each other and any limited remedy and shall apply notwithstanding any failure of either section or the essential purpose of any limited remedy. The limitations of liability reflect a deliberate and bargained for allocation of risks between aicas and Licensee and constitute the basis of the parties' bargain, without which aicas and Licensee would not have agreed to the terms and conditions of this Agreement.

11 TERM AND TERMINATION

11.1 Term.

The Term of this Agreement shall begin on the Effective Date and shall continue for a period of three (3) year unless terminated earlier as provided below ("Initial Term"). Thereafter, the Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless Licensee provides written notice of its desire to not renew the Agreement to the other party at least thirty (30) days prior to the expiration of the thencurrent annual term.

11.2 Effect of Expiration.

Upon expiration of this Agreement, Licensee shall be authorized to (a) distribute Product(s) successfully self-certified against the applicable version of the TCK licensed hereunder at the time of expiration, subject to Licensee's continued compliance with this Agreement, and (b) retain one (1) copy of the applicable TCK(s) to support customers having copies of Product(s) distributed by Licensee. All other rights of Licensee shall terminate upon such expiration.

11.3 Termination for Cause.

In the event of any material breach of this License Agreement, the nonbreaching party may terminate this Agreement by giving thirty (30) days' prior written notice to the other party; provided, however, that this Agreement shall not terminate if the other party has cured the breach prior to the expiration of such thirty (30) day period or if the other party has commenced curing a breach which cannot be cured within such thirty (30) day period and continues to do so with reasonable diligence until cured.

11.4 Effect of Termination.

In the event of termination of this Agreement in accordance with Section 11.3, above, Licensee shall promptly: (a) return to aicas all copies of the TCK and other Confidential Information (collectively "aicas Property") in Licensee's possession or control; or (b) permanently destroy or disable all copies of the aicas Property remaining in Licensee's possession or control, except as specifically permitted in writing by aicas; and (c) upon aicas's request, provide aicas with a written statement certifying that Licensee has complied with the foregoing obligations. All rights and licenses granted to Licensee shall terminate upon such termination.

11.5 No Liability for Expiration or Lawful Termination.

Neither party shall have the right to recover damages or to indemnification of any nature, whether by way of lost profits, expenditures for promotion, payment for goodwill or otherwise made in con-

nection with the business contemplated by this Agreement, due to the expiration or permitted or lawful termination of this Agreement. EACH PARTY WAIVES AND RELEASES THE OTHER FROM ANY CLAIM TO COMPENSATION OR INDEMNITY FOR TERMINATION OF THE BUSINESS RELATIONSHIP CONTEMPLATED BY THIS AGREEMENT UNLESS TERMINATION IS IN MATERIAL BREACH OF THIS AGREEMENT.

11.6 Survival.

The parties' rights and obligations under Sections 3, 5, 7.2, 8, 9, 10, 11, and 12, shall survive expiration or termination of this Agreement, except in the event of termination under Section 11.3, in which case Licensee's rights under Section 3 shall not survive.

12 MISCELLANEOUS

12.1 Notices.

All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt by the persons at the addresses specified below.

aicas

aicas GmbH
Emmy-Noether-Str. 9
D-76131 Karlsruhe, Germany
Attn: Dr. James J. Hunt

Licensee

Attn: _____

Each party shall notify the other party in writing sent to the address above of any changes to the foregoing information.

12.2 Marketing and Press Announcements.

Licensee's initial press announcement concerning execution of this Agreement must be reviewed and approved by aicas prior to its release. Licensee hereby authorizes aicas to include Licensee in a published list of licensees of the specific TCK(s) licensed hereunder.

12.3 Export Compliance.

The rights and obligations of Licensee shall be subject to such German laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the Federal Republic of Germany. Licensee shall not, directly or indirectly, export,

reexport or transship the TCK or any parts or copies thereof in such manner as to violate such laws and regulations in effect from time to time. aicas shall provide Licensee with such information (including export classifications of the TCK) as may reasonably be required for Licensee to comply with its obligations under this Section 12.3.

12.4 Language.

This Agreement is in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding on the parties to this Agreement. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

12.5 Governing Law.

This Agreement is made under and shall be governed by and construed under the laws of Baden-Württemberg and controlling German law, effect to conflict of laws principles thereof which would result in the application of the laws of another jurisdiction. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement and further agree that the state and federal courts sitting in Karlsruhe, Federal Republic of Germany shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement.

12.6 Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No amendment to, or any waiver of any rights under, this Agreement shall be effective unless signed in writing by the party to be charged.

12.7 Force Majeure.

Except for obligations to make payments, nonperformance of either party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, war, act of terrorism, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of, and is not caused by the negligence of the nonperforming party.

12.8 Assignability and Binding Effect.

Neither party shall assign this Agreement, in whole or part, without the other party's prior written consent. For purposes of this section, consent shall not be required in the event that this Agreement is assigned or otherwise transferred by either party pursuant to a sale of all or substantially all of the assets of the assigning party, or otherwise by operation of law including a merger, acquisition or consolidation, or in the case of aicas only, a sale of all or substantially all of aicas' assets relating to the Product. Any assignment of this Agreement in contradiction of this Section 12.8 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

12.9 Headings.

The article and section headings are intended for reference only and do not affect the meaning or interpretation of this Agreement.

12.10 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties may evidence execution by signing the Agreement and sending by facsimile or email, a copy of the signed original; the parties shall thereafter deliver the executed originals to the other party.

12.11 No Third Party Beneficiaries.

The warranties made by aicas in this Agreement, and the obligations of aicas under this Agreement, run only to Licensee and not to its customers or any other persons. Under no circumstances shall any other person be considered a third party beneficiary of this Agreement or otherwise be entitled to any rights or remedies under this Agreement.

12.12 Interpretation.

Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (d) “including” has the inclusive meaning frequently identified with the phrase “but not limited to” and (e) references to “hereunder” or “herein” relate to this Agreement.

12.13 Electronic Commerce.

Unless previously submitted by aicas, in order to initiate electronic transfer of payments associated with this Agreement, aicas will complete the attached form entitled “Authorization for Electronic Funds Transfer” and fax the completed form to Licensee’s Accounts Payable at the number included on the form.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in duplicate, each party taking one original.

“aicas” _____ “Licensee” _____

By _____ By _____

Name _____ Name _____
(Print or Type) (Print or Type)

Title _____ Title _____

Effective Date _____

EXHIBIT A: Documents, Specifications, and Fees

A 1 Description of Specification and Documentation

A 1.1 Specification: JSR-282 Real Time Specification for Java (RTSJ), beginning with Version 2.0, including all subsequent upgrades and Updates thereto.

A 1.2 Documentation: JSR-282 (RTSJ) TCK User's Guide and Release Notes (README).

A 2 Additional License provisions

A 2.1 TCK The TCK may be used only to test Licensed Licensee Products.

A 3 License Fees

A 3.1 Coverage of Fees For Licensee's use of the TCK with Licensee Products, including support with updates & upgrades provided to Licensee by aicas.

A 3.2 Schedule of Fees *# Java Platforms/TCKs One-Time & Annual Support Fee*

A 3.3 Amount of Fees *Initial _____€, Renewal _____€*

EXHIBIT B: Support Services

During the Term of this Agreement, aicas shall provide the following Support Services:

B 1 Updates.

aicas will provide Updates for the TCK as such Updates are made generally available by aicas.

B 2 General Support.

aicas will provide telephone and e-mail support to answer installation, configuration and how-to questions regarding the TCK which Licensee may submit.

aicas will use reasonable commercial efforts to acknowledge receipt of requests within two (2) business days, and to respond to such submissions in a timely manner.

B 3 Defect Correction.

In the event that Licensee provides notice of a Defect in the TCK, aicas shall use commercially reasonable efforts to repair such Defects. For each problem associated with the TCK, Licensee shall provide aicas with a description of such Defect and how Licensee addressed such problem, in form and substance reasonably satisfactory to aicas, to facilitate aicas's efforts in providing support for such Defect. "Defect" means any reported malfunction, error or other defect in the TCK that: (i) can be reproduced by aicas and Licensee; and (ii) constitutes a nonconformity with the Documentation for the TCK.

B 4 Hours.

Support Services will be available, either live or via email, during aicas's normal business hours, Monday through Friday excluding German public holidays.

B 5 Exclusions.

aicas shall have no obligation to provide Support Services if the Defect in the TCK is caused by (i) malfunction of hardware or software other than the TCK, (ii) by modification of the TCK not made or specifically approved by aicas, (iii) by operator error, or (v) by use of the TCK that is not in accordance with the operating instructions for the TCK. Furthermore, aicas shall have no obligation to provide Support Services for other than the most current version of the TCK generally made available to aicas's customers.