CHECKLIST FOR JAVA^{TM} INTERNAL NONCOMMERCIAL USE SOURCE LICENSE

To avoid unnecessary delays in the processing of your license:

1. Type or print (IN CAPITAL LETTERS) all information legibly.
2. Sign and fill in all the information in the LICENSEE section (right side) only. Electronic signatures will not be accepted.
3. VERIFY YOUR EMAIL ADDRESS. Downloading instructions will be sent to you by email - be sure it is legible.
4. If you are designating another recipient to receive the source code, you may authorize this by filling in the requested information in the **LICENSEE** section.
5. Make no additions or changes to the license.
6. Indicate a distribution format.
7. Return the entire license (Sections 1 through 10) by fax to: (408) 343-1711 or by mail to:

   JavaSoft - Licensing Department
   901 San Antonio Rd. M/S CUP01-102
   Palo Alto, 94303-4900

8. If you have any questions regarding downloading the Java Source Code please see our web page of Frequently Asked Questions at http://java.sun.com/nav/business/download-faq.html.
9. For other general questions, please see the FAQ index located at http://java.sun.com/nav/read/faqindex.html.

JAVA™ DEVELOPMENT KIT VERSION 1.1.x

INTERNAL NONCOMMERCIAL USE SOURCE LICENSE

1.0 LICENSE GRANT

1.1 Sun grants to you ("Licensee") a nontransferable, nonexclusive, royalty-free, limited license to use a copy of the Java Source Code ("Licensed Software") in the United States, Canada, Japan, Australia and the European Union (constituted as of the Effective Date), at the location identified below, for internal evaluation, research and educational purposes only, including the right to: (i) modify only the Platform Dependent Portion of the Licensed Software to create ports of the Software not available from Sun; and (ii) compile the Licensed Software. Other than the limited rights granted in this License, Licensee acquires no right, title or interest in or to the Licensed Software, and Licensee shall have no right to distribute the Source Code of the Licensed Software, except that Licensee may post to the internet only those modifications to the Source Code created by Licensee during porting (i.e., diffs). Sun owns all modifications, enhancements and bug fixes made by or for Licensee to the Licensed Software. Licensee shall retain all rights to any software such as applets and applications that are independently developed by Licensee without use of the Licensed Software. In the event that Licensee creates additional classes or otherwise extends the public programming interface to the Licensed Software, Licensee must promptly publish an accurate specification for such extensions for free use by third party developers of Java-based software. If Licensee desires that its use of the Licensed Software be for commercial or productive use such as product development or product or customer support, Licensee must execute a commercial license agreement with Sun.

1.2 Sun grants to Licensee the royalty-free right to distribute binary code developed and compiled from the Licensed Software in accordance with Subsection 1.1 above ("Derived Binaries"), provided that: (i) Derived Binaries are not integrated, bundled, combined or associated in any way with a product, (ii) there is no charge associated with such distribution, (iii) Derived Binaries are fully compatible with the then-current version of the publicly available test suite supplied by Sun which verifies Java compatibility ("JavaTest Suite") and must remain compatible with subsequent versions of the JavaTest Suites and upgraded Licensed Software, and (iv) Derived Binaries are distributed subject to a license agreement containing terms and conditions at least as protective of Sun as those included in the binary code license used by Sun for internet distribution of the Java binaries. In the event that Licensee desires that such distribution be fee-based, or be associated with a product, Licensee must execute a commercial license agreement with Sun.

1.3 This License, including any licenses and rights granted hereunder, the Licensed Software and Derived Binaries may not be sold, leased, assigned, sublicensed or otherwise transferred, in whole or in part, by Licensee. Sun is under no obligation to provide maintenance or support for the Licensed Software, or to notify Licensee of upgrades to the Test Suites or Licensed Software. If Sun, in its sole discretion, makes upgrades generally available, use of such upgrades by Licensee will be subject to the terms of this License.

2.0 COPYRIGHTS AND TRADEMARKS

2.1 Licensee shall reproduce and apply any copyright or other proprietary rights notices included on or embedded in Licensed Software to any copies of Licensed Software or Derived Binaries, in whole or in part, in any form.

2.2 Licensee acknowledges that Sun owns all Java-related trademarks, logos and icons ("Java Marks") and agrees to: (i) not use Java Marks in the names of internet domains or businesses, or applets, applications implementations, ports, modifications, classes, extensions, Derived Binaries or other software, developed with or from the Licensed Software ("Apps"); (ii) not use Java-related logos or icons in Apps, webpages or other marketing materials, except as may be authorized separately by Sun; (iii) follow the Java Trademark Guidelines (see http://www.javasoft.com/trademarks.html); and (iv) assign to Sun any rights acquired by Licensee in any Java Mark.

3.0 FEES

Use of Licensed Software in accordance with the terms of this License shall not require payment of a license fee.

4.0 TERM AND TERMINATION

4.1 This License shall commence on the date Sun makes the Licensed Software available to Licensee, and expire one (1) year thereafter.

4.2 Sun may immediately terminate this License upon written notice to Licensee, if Licensee fails to comply with any of the material terms or conditions of this License. Upon termination of this License, use of all Licensed Software by Licensee shall be immediately discontinued, all copies of Licensed Software shall be destroyed by Licensee, and the License granted hereunder shall expire.

5.0 DISCLAIMER OF WARRANTY

5.1 Licensed Software is provided “AS IS” and without any warranty of any kind, and Licensee accepts all risks and liabilities associated with its use of Licensed Software.

5.2 SUN DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATING TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

5.3 Software is not designed or intended for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Licensee warrants that it will not use or redistribute the Software for such purposes.

6.0 LIMITATION OF LIABILITY

6.1 In no event will Sun be liable for any lost revenues, data, or profits, or direct, indirect, special, punitive or consequential damages, even if Sun has been advised of the possibility or probability of such damages.

7.0 CONFIDENTIAL INFORMATION

Licensed Software is the confidential and proprietary information of Sun Microsystems, Inc. (“Confidential Information”). Licensee shall not disclose Confidential Information and shall use it only for purposes specifically permitted by this License. This License will not affect any other confidential disclosure agreement between the parties.

8.0 EXPORT

Licensee shall not export, re-export or transfer, whether directly or indirectly, Licensed Software or Derived Binaries or direct products thereof, to any person or company who is a legal resident or is controlled by a legal resident of any proscribed country listed in the U.S. Export Administration Regulations (or any equivalent thereof) unless properly authorized by the U.S. Government.

9.0 U.S. GOVERNMENT RESTRICTED RIGHTS

Licensed Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software Clause as DFARS 252.227-7013 and FAR 52.227-19, as applicable. Manufacturer is Sun Microsystems, Inc., 2550 Garcia Avenue, Mountain View, California 94043-1100.

10.0 GOVERNING LAW

Any action related to this License will be governed by California law, excluding choice of law rules.

SUN MICROSYSTEMS, INC.
by and through its JavaSoft business unit

By:______________________________________
(Signature)

Name:____________________________________
(Printed or Typed)

Title:____________________________________

Date:____________________________________

_

LICENSEE

Company:_________________________________
(If Applicable)

By:______________________________________
(Signature)

Name:____________________________________
(Printed or Typed)

Title:____________________________________

Date:____________________________________

Licensee's EMail:__________________________

Phone:___________________________________

Fax:_____________________________________

Address (Where LIcensed Software Will Be Used):

____

____

____

Name and contact information of LICENSEE's authorized recipient of source release, if different from signatory to this License:

Name:____________________________________

EMail:____________________________________

Phone:___________________________________

Fax:_____________________________________

Distribution Format (choose <u>one</u> only):

Zip file: _____

Gzipped tar file: _____

Compressed tar file: _____