OPENJDK COMMUNITY TCK AND EA TCK LICENSE AGREEMENT V 3.0
This OpenJDK Community TCK and EA TCK License Agreement v 3.0 (the "Agreement") is entered into this ______ day of ____________, 20__ (the "Effective Date"), by and between Oracle America, Inc. ("Oracle") with its principal place of business at 500 Oracle Parkway, Redwood Shores, CA 94065, and __________________, an individual, corporation or organization with a principal place of business at _________________________________ ("Licensee").

RECITALS

WHEREAS Licensee participates in Oracle's OpenJDK Community and either: (i) has developed and seeks to distribute under the GPL License a compatibility-tested implementation of the Java SE 9 Specification (or later, as indicated by Oracle in writing to you), through use of the TCK, that may be derived from code made available to the OpenJDK Community; (ii) wishes to verify that changes made by Licensee to the OpenJDK code base, through use of the TCK, would not break compatibility; or (iii) wishes to evaluate and test the EA TCK and provide Feedback, and

WHEREAS Oracle wishes to license certain of its Java™ technology compatibility kits (TCKs) to Licensee to facilitate either activities described in (i) and (ii) above; or Oracle wishes to license EA TCKs to Licensee to facilitate activities described in (iii) above.

NOW THEREFORE, Oracle and Licensee enter into this Agreement on the following terms.

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1.13 "Term" means the term of the Agreement as specified in Section 7.1.

1.14 “Test Suite” means the test suites, test harness and other testing or measurement tools, as made available to Licensee and may be revised by Oracle during the Term, associated with the Java Specification.

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7.0 TERM AND TERMINATION
7.1 Term. The Term of this Agreement shall begin on the Effective Date and shall continue for a period of three (3) years unless terminated earlier as provided below. If not terminated earlier, the Agreement shall thereafter automatically be extended for up to five (5) additional one (1) year terms unless either party provides written notice of its desire to terminate the Agreement to the other party at least thirty (30) days prior to the expiration of the then-current annual term. In addition, termination is permitted: (a) by either party for the other party’s breach of this Agreement, upon thirty (30) days written notice to the other party and an opportunity to cure within such thirty (30) day period; or (b) by Oracle upon any action by Licensee alleging that use or distribution of the TCK or EA TCK or an implementation of the Java Specification by Oracle or any of Oracle's licensees of the TCK or EA TCK infringes a patent of Licensee.

7.2 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Licensee shall promptly: (a) permanently destroy or disable all copies of the TCK, EA TCK, and any Confidential Information remaining in Licensee's possession or control, except as specifically permitted in writing by Oracle; and (b) upon Oracle’s request, provide Oracle 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.

7.3 Non-Exclusive Rights. The rights of Oracle under this Section 7.0 are in addition to any other rights and remedies permitted by law or equity under this Agreement.

7.4 Survival. The parties’ rights and obligations under Sections 4.0, 5.0, 6.0, 7.0 and 8.0, shall survive expiration or termination of this Agreement, and in addition Oracle's rights and Licensee’s obligations under Section 2.0 shall survive.

8.0 MISCELLANEOUS
8.1 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 at the addresses specified below.
Each party shall notify the other party in writing sent to the address above of any changes to the foregoing information.

8.2 *Marketing and Press Announcements.* Licensee hereby authorizes Oracle to include Licensee in a published list of licensees of the specific TCK(s) licensed hereunder.

8.3 *Waiver.* Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

8.4 *Partial Invalidity.* If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are herewith waived or amended to the extent necessary for the Agreement to be otherwise enforceable in such jurisdiction.

However, if in either party's opinion deletion or amendment of any provisions of the Agreement by operation of this paragraph unreasonably compromises the rights or increase the liabilities of such party, then such party may terminate the Agreement.

8.5 *Governing Law.* This Agreement is made under and shall be governed by and construed under the laws of the State of California and controlling U.S. law. The choice of law rules of any jurisdiction shall not apply. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in San Francisco or Santa Clara County, California. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

8.6 *Compliance with Laws.* Licensee agrees 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.

8.7 *Disclaimer of Agency.* The relationship created hereby is that of licensor and licensee. This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.
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8.10 Complete Understanding. This Agreement and the Exhibits hereto constitute and express the final, complete and exclusive agreement and understanding between the parties with respect to its subject matter and supersede all prior or contemporaneous communications, representations or agreements, whether written or oral, with respect to the subject matter hereof. No terms of any purchase order or similar document issued by Licensee shall be deemed to add to, delete or modify the terms and conditions of this Agreement. This Agreement may not be modified amended, rescinded, canceled or waived, in whole or part, except by a written instrument signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Oracle America, Inc. 
Licensee: ____________
By:_______________________________
Name:_____________________________
(Print or Type)
Title:______________________________
Date:_____________________________

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By:_______________________________ By:_______________________________
Name:_____________________________
(Print or Type)
Title:______________________________
Date:______________________________
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By:_______________________________ By:_______________________________
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