

AICAS RTSJ 2.0 BINARY REFERENCE IMPLEMENTATION LICENSE

PREAMBLE

aicas has developed Specifications and Reference Implementations of certain Technology, in particular a Real-Time 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.

AGREEMENT

1. **Introduction.**

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2.2. *Your Grants.*

a) 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 2.1 above relative to Research Use, Attachment C relative to Internal Deployment Use, and Attachment D relative to Commercial Use.

b) 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.

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2.4. *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.

3. **Requirements and Responsibilities.**

3.1. *Research Use License.* As a condition of exercising the rights granted under Section 2.1 above, You agree to comply with the following:

a) *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 2.2 above. You are obliged to license all of Your other Modifications under Section 2.2 as Shared Modifications. You agree to notify aicas of any errors in the Specification.

b) *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.

c) 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.

d) Redistribution. You are not entitled to distribute Covered Code under this Reference Implementation License except as described in the subsequent Sections (i) to (iv).

(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.

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(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 Sections (i) to (iv).

e) 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."

3.2. *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.

4. Versions of the License.

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

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5.3 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.

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6. Termination.

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

6.2. *By aicas.* This License and the rights granted hereunder will terminate under the following conditions: (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 8.3; 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.

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7. 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.

8. Miscellaneous.

8.1. *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.

8.2. *Assignment.* 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,

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8.4. *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.

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2. "Community Code" means the Original Code, Upgraded Code, Error Corrections, Shared Modifications, or any combination thereof.

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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.
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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 reformats 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 2.2, or received by You from a Contributor pursuant to Section 2.3.
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25. "Upgrade(s)" means new versions of Technology designated exclusively by aicas as an Upgrade and released by aicas from time to time.
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ATTACHMENT A REQUIRED NOTICES

ATTACHMENT A-1 REQUIRED IN ALL CASES

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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:

ATTACHMENT A-2 SAMPLE LICENSEE CERTIFICATION

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ATTACHMENT B

Description of "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 USE

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 (license fees). In the event of a conflict between the terms of this Attachment C and Attachment D, the terms of Attachment D shall govern.

1. Internal Deployment License Grant. Subject to Your compliance with Section 2 below, and Section 8.6 of the Agreement (main part, "Research Use license"); in addition to the Research Use license, aicas 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:

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b) 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

c) reproduce and distribute internally, Reformatted Specifications for use in connection with Internal Deployment Use.

2. Additional Requirements and Responsibilities. In addition to the requirements and responsibilities described under Section 3.1 of the Agreement (main part, "Research Use license"), and as a condition to exercising the rights granted under Section 3 above, You agree to the following additional requirements and responsibilities:

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 Attachment D is only effective for the Technology specified in Attachment B, upon execution of this Attachment including the requirement to pay royalties (license fees).

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1.1 One-time License Fee.

For the Delivery of Source Code and the Grant of Rights with respect to this Source Code as defined in this Attachment You shall pay to aicas a One-time License Fee as defined in the Price List of aicas valid at the time of the execution of this Attachment D.

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Immediately after receipt of this One-time License Fee by aicas the corresponding Source Code will be delivered to Licensee by aicas on a secured remote data transmission path provided within due discretion of aicas (e.g. sFTP).

1.3 Internal Deployment License Grant.

Immediately after receipt of the One-time License Fee aicas grants to You a worldwide, non-exclusive license with respect to the corresponding Source Code for Internal Deployment Use as defined in Attachment C.

2. Executable Code – Commercial Distribution License Grant.

2.1 Delivery of Executable Code.

The Reference Implementation in verbatim binary form will be delivered to You as described in the Research Use Part of the AICAS RTSJ 2.0 BINARY REFERENCE IMPLEMENTATION LICENSE, usually via remote data transmission.

2.2 Commercial Distribution License Grant.

- a) Subject to Your compliance with the terms of this Agreement, immediately after receipt of the One-time License Fee by aicas, in addition to the Research Use license, aicas grants to You a worldwide, non-exclusive and non-transferable license, to the extent of Original Contributor's Intellectual Property Rights covering the Original Code, Upgraded Code and Specifications, to distribute the Reference Implementation, in whole or in part, verbatim or modified, as part of a complete binary implementation of the RTSJ, against consideration for Commercial Use.
- b) Regarding this Commercial Distribution License Grant You (i) may only sublicense the Reference Implementation in object code form, and (ii) may only grant non-exclusive, not further sublicensable rights to use the Reference Implementation for proper use as an end-user.
- c) It is expressly clarified that none of the Licenses under this Agreement does include the authorization to make available the Reference Implementation as Software as a Service with direct interface to third parties.
- d) It is further expressly clarified that the ownership and copyright in the Reference Implementation always remains with aicas.

2.3 Running License Fees.

- a) Per distributed copy of the Reference Implementation, in whole or in part, verbatim or modified, You shall pay to aicas the Running License Fees as defined in the Price List of aicas valid at the time of distribution.
- b) The Price List of aicas may be changed within discretion of aicas, subject to a four weeks' notice period as of the beginning of a calendar month.

3. Accounting

3.1. As a general rule, You shall perform accounting and payment of License Fees to aicas as expedient as possible for You – and shall apply its best efforts to complete required administrative processes as quickly as possible – even before the expiry of the accounting deadlines and payment deadlines set out below.

3.2. You undertake to account for Running License Fees payable under this Agreement for each Accounting Period as stipulated in the Price List of aicas for all Covered Code distributed by You to your customers during the Accounting Period reported for within one (1) month after the end of the Accounting Period. Aicas then will issue an invoice to You for the resultant Running License Fee and You shall pay the invoiced amount within one (1) month after issuance of the invoice in Euro (EUR), stating the invoice number; for periods where no Running License Fees have to be paid according to this Agreement "nil statements" shall be made. For purposes of converting local currency into the EUR, the official rate of exchange valid on the last day of the period reported for in Germany and published by the official organ of aicas's country designated by aicas shall be used. Costs and charges incurred by payments or their remittance to aicas's account shall be borne by You. In the absence of a divergent stipulation in the Price List of aicas the Accounting Period is the calendar quarter. The Accounting Period may be changed within discretion of aicas via changes of the Price List, subject to a four weeks' notice period as of the beginning of a calendar quarter.

3.3. You shall do everything that is necessary to ensure that Running License Fees are transferred when due. This obligation also includes the compliance with such pre-conditions as, for example, the registration of this Agreement and other formalities in the country of You.

3.4. You shall, for a period of at least ten (10) years, keep records on Covered Code sufficient to show all details required for the calculation of compensation, including, if necessary, keeping separate or additional records for Covered Code on the one hand, and for other products on the other hand.

3.5. Aicas shall be entitled until two (2) years after the due date of the last Running License Fee statement under this Agreement to audit, or have audited, at its own expenses subject to the conditions hereunder, Your records concerning the calculation of installations and, if relevant for the Running License Fee, the compensation for Covered Code, as well as such documents of You that may be expedient for the examination of such records, on Your premises at all times during normal office hours. In case such audit reveals any under-statements by You with the consequence of outstanding payments to aicas, You shall pay such outstanding amounts, plus interest according to Section 3.6, to aicas within four (4) weeks after the result of such audit has been submitted to You. In addition thereto You shall bear the costs of such audit provided the outstanding amount to be paid by You to aicas exceeds three per cent (3 %) of the Running License Fee paid by You to Aicas for the period audited.

3.6. Should payments to be made under this Agreement arrive at a later date than stipulated, You shall pay interest at the rate of one per cent (1.0 %) per month on the amount due; such interest shall be calculated from the due date to the date of remittance.

3.7. All payments to be made under this Agreement by You to aicas shall be free from taxes and other dues payable in the territory of You. However, insofar as aicas is legally required to bear such taxes and/or other dues You shall deduct the respective amount from the royalty and pay to the competent tax authorities such taxes and/or other dues on behalf of aicas.

3.8. If, at the time this Agreement is entered into or at a later date during its term, a Double Taxation Treaty is in force, or enters into force between the country of You and the country of aicas, the following shall apply:

Depending on the provisions of the relevant Double Taxation Treaty, the Parties acknowledge that under such Treaty either (1) compensation are exempt from withholding tax or (2) compensation are subject to a reduced withholding tax of a percentage set out in such Treaty. Aicas and You shall see to it that the application for tax reduction, or - if applicable - tax exemption, is processed in accordance with established rules. To the extent You are (or will be, due to a change of the legal status regarding the Treaty) required by law to withhold tax, You shall do so in line with the provisions of Section 3.7 and 3.9.

3.9. In all cases where You are required by law to withhold tax, You are obligated to send the original tax payment certificate, showing the number of the license agreement, within four (4) months after payment, directly to aicas by a method of mailing or shipping that permits such shipment to be tracked or traced if lost.

4. Warranty and Liability

4.1. Aicas undertakes to apply the same degree of care as used in similar matters in its own organization in the preparation and making available of the Covered Code.

4.2. You shall inform aicas of errors and defects in the Covered Code immediately after notification by its customers or other discovery. Error reports or defect notes shall be submitted only by qualified staff members of You, who have to make best efforts to verify whether the error is the result of the use of the Covered according to this Agreement and is reproducible in the Covered Code as provided to You by

aicas under this Agreement and to narrow down the causes of the error (“1st Level Support”). In the course of 1st Level Support Licensee shall also ensure that all patches, service packs or updates available via aicas which may solve the error are installed on customer system before reporting a persistent error to aicas.

4.3. Subject to Section 4.8 below aicas shall be obliged to deal with errors noted according to Section 4.2, in particular to correct defects in design, development and/or programming of Covered Code. Dealing with errors for the purposes of this Agreement may comprise narrowing down the causes of the error, error diagnostics as well as activities regarding correcting the error. Services for dealing with errors may, within discretion of aicas, also be provided through workarounds or delivery of patches, service packs, updates, upgrades or new versions of the Covered Code. If the like items are provided to You by aicas then provided patches, service packs, updates, upgrades or new versions will become part of the Covered Code. Such services will usually be provided via telecommunications within discretion of aicas.

4.4. Aicas responsibility for the quality of the Covered Code shall be strictly limited to the distribution of the Covered Code in compliance with the terms and conditions of this Agreement. Regarding any distribution of the Covered Code by You in deviation from these terms and conditions, any liability, warranty or other responsibility of aicas is excluded.

4.5. Infringement. Should any of the Original Code, Upgraded Code, or Specifications ("Materials") become the subject of a claim of infringement, Original Contributor may, at its sole option, (i) attempt to procure the rights necessary for You to continue using the Materials, (ii) modify the Materials so that they are no longer infringing, or (iii) terminate Your right to use the Materials, immediately upon written notice, and refund to You the amount, if any, having then actually been paid by You to aicas for the Original Code and Upgraded Code, depreciated on a straight line, five year basis.

4.6. Any further liability of aicas for direct or indirect damages is excluded, except in cases of willful misconduct, gross negligence, breach of a guarantee, claims based on product liability and/or liability from damages from injury to life, body and health. The limitation on liability is furthermore not applied in cases of the slightly negligent violation of a cardinal obligation up to the foreseeable damage typical for the contract. A cardinal obligation is an obligation whose fulfilment is a prerequisite for enabling the proper fulfilment of the contract in the first place and in which the other contractual party may normally trust.

4.7. All obligations of aicas under this Agreement are subject to their compliance with national or international export control regulations, in particular embargoes or other sanctions. You commit yourself to supply all information and documents necessary for the export/transfer of the technology licensed hereunder from the country of aicas to the country of Licensee. Delays caused by export control assessments or export license proceedings suspend deadlines for aicas. Should necessary export licenses not be granted or is an obligation of aicas not acceptable for an export license, the affected stipulations of this Agreement shall be regarded as not being concluded. In case Covered Code is intended for export to a third country, you commit yourself to obtain every required export license timely prior to any such export. Licensee commits itself to abide by all applicable export control regulations. Licensee is hereby advised of the possible application of the US re-export control legislation.

4.8. You acknowledge that Original Code, Upgraded Code and Specifications are not designed or intended for use in (i) online 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.

4.9. All claims of You against aicas mentioned in this Section shall be limited to a term of one year after the last delivery of Covered Code to You or by You to one of Your customers in compliance with this Agreement, whatever is longer, except in cases of willful misconduct, gross negligence, breach of a guarantee, claims based on product liability and/or liability from damages from injury to life, body and health.

5. Miscellaneous

This Attachment D is only effective for the Technology specified in Attachment B, upon its execution of Attachment D (Commercial Use License) including the requirement to pay royalties.

In addition the other terms of the AICAS RTSJ 2.0 BINARY REFERENCE IMPLEMENTATION LICENSE shall be applicable. In the event of a conflict between the terms of this Attachment D and the other terms of the AICAS RTSJ 2.0 BINARY REFERENCE IMPLEMENTATION LICENSE, the terms of Attachment D shall govern.