OPENJDK COMMUNITY TCK AND EA TCK LICENSE AGREEMENT V 4.0

This OpenJDK Community TCK and EA TCK License Agreement v 4.0 (the "Agreement") is entered into this ___________________ (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 21 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, 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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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
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Oracle:

Oracle America, Inc.
500 Oracle Parkway
Redwood City, California 94065
Attn.: General Counsel
cc: Oracle Development and Engineering Legal Department

Licensee:

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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.

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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 TCK, EA TCK 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. Licensee hereby waives the benefit of any laws dealing with the establishment and regulation of franchises.

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

Oracle America, Inc.

Licensee: ____________________________

By:__________________________________ By:__________________________________

Name:______________________________ Name:______________________________

Title:______________________________ Title:______________________________

Date:______________________________ Date:______________________________

Last Updated 15 September 2023