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Licensee/Company: Entity receiving Software.

Effective Date: Date of delivery of the Software to You.

Software: Sun Studio 12 Update 1.

License Term: Perpetual (subject to termination under the SLA)

Licensed Unit: Software Copy

Licensed unit Count: Unlimited

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- (d) "Service" means the service(s) that Sun or its delegate will provide, if any, as selected in your Entitlement

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## 7. Java Compatibility and Open Source.

Software may contain Java technology. You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements available under a separate agreement available at [www.java.net](http://www.java.net).

Sun supports and benefits from the global community of open source developers, and thanks the community for its important contributions and open standards-based technology, which Sun has adopted into many of its products.

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All Software, documents, technical data, and any other materials delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with these laws and regulations and acknowledge that you have the responsibility to obtain any licenses to export, re-export, or import as may be required after delivery to you.

#### 12. U.S. Government Restricted Rights.

If Software 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 Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

#### 13. Governing Law.

Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

#### 14. Severability.

If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

#### 15. Integration.

This Agreement, including any terms contained in your Entitlement, is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, 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 during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Please contact Sun Microsystems, Inc. 4150 Network Circle, Santa Clara, California 95054 if you have questions.