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(c) Individual Use. You may use Software internally for personal, individual use.

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acknowledge that you have the responsibility to obtain
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rules of any
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This Agreement, including any terms contained in your
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over any conflicting or additional terms of any quote,
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(b) "Licensed Unit" means the unit of measure by
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as described in your Entitlement.

(c) "Permitted Use" means the licensed Software
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your Entitlement. The Permitted Use for any bundled
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Entitlement and as further described in the applicable
service listings at www.sun.com/service/servicelist.

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included for evaluation use under Section 3.

(f) "You" and "Your" means the individual or legal
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Subject to the terms of your Entitlement, Sun grants
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Additionally, if your Entitlement includes Services,
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service term.

If your rights to Software or Services are limited in
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3. Permitted Use.

As selected in your Entitlement, one or more of the following Permitted Uses will apply to your use of Software. Unless you have an Entitlement that expressly permits it, you may not use Software for any of the other Permitted Uses. If you don't have an Entitlement, or if your Entitlement doesn't cover additional software delivered to you, then such software is for your Evaluation Use.

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(b) Research and Instructional Use. You may use Software internally to design, develop and test, and also to provide instruction on such uses.

(c) Individual Use. You may use Software internally for personal, individual use.

(d) Commercial Use. You may use Software internally for your own commercial purposes.

(e) Service Provider Use. You may make Software functionality accessible (but not by providing Software itself or through outsourcing services) to your end users in an extranet deployment, but not to your affiliated companies or to government agencies.

4. Licensed Units.

Your Permitted Use is limited to the number of Licensed Units stated in your Entitlement. If you require additional Licensed Units, you will need additional Entitlement(s).

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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.


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.

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