BY ACCESSING, BROWSING AND/OR USING THIS WEB SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE, TO BE BOUND BY THESE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING EXPORT AND RE-EXPORT CONTROL LAWS AND REGULATIONS. THIS WEB SITE IS AVAILABLE ONLY IN ENGLISH. YOU ARE BEING PROVIDED ACCESS TO THIS WEBSITE AND ITS CONTENT ON THE CONDITION THAT YOU AGREE TO THE BINDING NATURE OF THESE AND OTHER ENGLISH LANGUAGE TERMS AND CONDITIONS REGARDLESS OF LOCAL LANGUAGE RESTRICTIONS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEB SITE.

This Web site is a service made available by International Business Machines Corporation ("Host"). The following are terms of use that apply to all software, documentation, information and/or other materials provided on this Web site ("Content").

The Host may at any time without notice revise these terms by updating this posting. By using this Web site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current terms to which you are bound.

Web Site Purpose and Availability

This Web site is being provided to facilitate community collaboration on specifications for resource formats and services that can simplify integration of tools in the software delivery lifecycle.

Content

Content on this Web Site is the sole responsibility of the person from which such content originated ("Contributor"). Content may contain technical inaccuracies or typographical errors and may be changed, improved or updated without notice. A Contributor may also make improvements and/or changes to the Content at any time without notice and the Contributor will be responsible for such improvements and changes.

A. Your Use of Content

Unless otherwise expressly stated, Content is provided under the terms and conditions of the Creative Commons Attribution 3.0 United States license ("CC-Attribution License").

B. Your Contributions to this Web Site

By uploading, submitting or otherwise making available or contributing to this Web site ("Contributing") any information or material (collectively "Contributions"), you make available such Contributions under the terms and conditions of the CC-

Attribution License for use by the Host and others including, but not limited to, users of this Web site, regardless of whether such Contributions relate to Content.

One or more Contributors to this Web site may jointly Contribute to a draft or final Specification ("Specification") which will be so marked, with the intent that such Specification may be freely implemented by any party. Each Contributor to such Specification must agree to either: the Patent Non-assertion Covenant attached as Exhibit A to this agreement; or the Patent License attached as Exhibit B to this agreement, regarding that Contributor's patents in connection with such Specification.

You represent and warrant that to your knowledge, you have sufficient rights in the Contributions to grant the foregoing rights and licenses. You agree that you are solely responsible for any Content that you create, transmit or display while using the Web site and that neither the Host nor any user of the Web site is responsible for your Content.

Use of this Web Site by You

You agree to use the Web site only for the purpose described above in the section entitled "Web Site Purpose and Availability," and not to engage in any activity that would interfere with or disrupt the Web site or its Content.

In order to access this Web site you may be asked to provide information about yourself (such as your identification or contact information). You agree that to the best of your knowledge, such information will be accurate, correct and up-to-date.

If access requires a password, you agree that you are responsible for securing the confidentiality of the password or other security access controls used by the Web site. You may not use this Web site to communicate in any manner any unlawful or inappropriate information or materials, including without limitation anything that is threatening, libelous, defamatory, obscene, inflammatory, pornographic or profane. The Host may investigate complaints or violations of these Terms of Use and, notwithstanding any other terms or policies, it may take any action it deems appropriate including, without limitation, disclosing any information to enforcement agencies or others. In addition, the Host reserves the right to pursue all remedies available for such violations. The Host may revoke access to all or part of this Web site at any time at its discretion and for any reason.

Confidential Information

Neither the Host nor other users of this Web site want to receive confidential or proprietary information or material from you through this Web site. Please note that any information or material sent to the Host or this Web site will be deemed not to be confidential.

Deleted: n

Deleted: c

Privacy

Unless otherwise stated in this agreement, personally-identifiable information that you submit to the Host for the purpose of using this Web site will be handled in accordance with our privacy policies. Please click here for information regarding this Web site's privacy policies.

General

By furnishing Content, the Host does not grant any rights or licenses to any copyrights, patents, trademarks, or any other intellectual property rights, except as otherwise expressly stated for the Content. All rights not expressly granted under this agreement are reserved.

The Host assumes no responsibility regarding the accuracy, currency or completeness of the Content and use of the Content is at the recipient's own risk. The Host assumes no responsibility (and expressly disclaims responsibility) for updating this site to keep information current or to ensure the accuracy or completeness of any posted information. Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any Content. The Host provides no assurances that any reported problems may be resolved with the use of any Content. You agree that the Host may temporarily or permanently discontinue the Web site or the Content at any time without prior notice.

Plans concerning Content referenced on this Web site may change at any time at the Host's sole discretion and are not intended to be a commitment to future Content or availability in any way. All statements regarding the Host or Contributors' future direction or intent are subject to change or withdrawal without notice and represent goals and objectives only.

USE OF THIS WEB SITE IS AT YOUR SOLE RISK. THE WEBSITE AND THE CONTENT IS PROVIDED "AS-IS". SUBJECT TO STATUTORY WARRANTIES, IF ANY, THAT CANNOT BE EXCLUDED, THE HOST, ITS DEVELOPERS AND SUPPLIERS MAKE NO WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION, THE HOST MAKES NO WARRANTY OR GUARANTEE THAT THIS WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

The Host makes no representations or warranties whatsoever about any other Web site or third party resources which may be referenced, accessible from or linked to this one (even if it contains a logo owned by the Host). You agree that the Host is not responsible for the availability of such external sites or resources, that it is not responsible or liable for any content, services, products or other materials on or available from those sites or

resources, and that such content, etc., is not Content under this agreement. The Host is not a party to any transactions you may enter into with third parties, even if you learn of such from this site. In addition, a link to a web site not operated by the Host does not mean that the Host endorses or accepts any responsibility for the content, or the use, of such Web site or its owner. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

IN NO EVENT WILL THE HOST BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE FOR ANY USE OF THIS WEB SITE OR CONTENT, OR FOR ANY OTHER HYPER LINKED WEB SITE AND ITS CONTENT, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

All trademarks or logos presented on this Web site are and remain the property of their respective owners. No licenses or other rights in or to such trademarks or logos are granted. This Web site may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

This agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America, without regard to conflict of law principles. No party to this agreement may bring a legal action under agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

Digital Millennium Copyright Act Notices

It is the policy of the Host to respect the intellectual property of others and thus to respond to effective notices of alleged infringement of copyrighted material where (i) the copyrighted material is available at, or from, a system or network controlled or operated by or for the Host or where (ii) the Host, by providing or using an information location tool, such as a directory, index, reference, pointer, or hypertext link, refers or links a third party to a site that contains the copyrighted material.

If you are alleging that copyrighted material may have been or is being infringed, then you may notify the Host, pursuant to the U.S. Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act, 17 U.S.C. Â§512 (c),by sending a notice to the address listed below. Such notice must include the following to be effective:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Host to locate the material;

4. Information reasonably sufficient to permit the Host to contact you such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Counter Notices

If material that you have posted to a system or network controlled or operated by or for the Host has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. Â§512 (g). To be effective, the counter notice must be a written communication sent to the address listed below that includes the following:

1. A physical or electronic signature of the subscriber;

2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which the Host may be found, and that you will accept service

of process from the person who provided notification under subsection 17 U.S.C. Â§512 (c)(1)(C) or an agent of such person.

Designated Agent for All Notices, Including Counter Notices

All written notices should be sent to the following Designated Agent:

1. Designated Agent: A. S. Berman, Associate General Counsel
2. Address: 1133 Westchester Avenue, White Plains, NY 10604
3. Email address: asberman@us.ibm.com
4. Telephone number: (914) 642-5847

Exhibit A – Patent Non-Assertion Covenant

Contributor ("__NAME OF PARTY__") wants to encourage broad adoption of this specification ("Covered Specification"). Therefore, Contributor irrevocably covenants to you that it will not assert any Necessary Claims(1) against any party ("User") for making, using, importing, selling, or offering for sale Covered Implementations(2). However, this covenant will become void, and Contributor reserves the right to assert its Necessary Claims against User, if User (or anyone acting in concert with such party) asserts any Necessary Claims against any Covered Implementations of Contributor or of any third party. This covenant is available to everyone directly from Contributor, and does not flow from User to User's suppliers, business partners, distributors, customers or others. Therefore, if User's supplier, business partner, distributor, customer or other party independently takes an action that voids the covenant as to itself, Contributor reserves the right to assert its Necessary Claims against that party, even though this covenant will remain in effect for User.

By making this irrevocable patent covenant with regard to Covered Specification, Contributor does not represent that it holds any or all Necessary Claims regarding Covered Specification.

Any agreement in which Contributor transfers a Necessary Claim (or patent or patent application that includes it) will state that those who later get rights to the Necessary Claim are bound by Contributor's commitments under this covenant or the Contributor will retain the right to grant such rights to future implementers in order to fulfill Contributor's commitments under this covenant.

Definitions:

1"Necessary Claims" are those patent claims that can not be avoided by any commercially reasonable, compliant implementation of the Required Portions of a

Covered Specification. "Required Portions" are those portions of a specification that must be implemented to comply with such specification. If the specification prescribes discretionary extensions, Required Portions include those portions of the discretionary extensions that must be implemented to comply with such discretionary extensions.

2"Covered Implementations" are those specific portions of a product (hardware, software, services or combinations thereof) that implement and comply with a Covered Specification and are included in a compliant implementation of that Covered Specification. Reference to User includes entities controlled by, controlling, and under common control with User, based on majority control.

Exhibit B – Patent License

Contributor (" __NAME OF PARTY __") wants to encourage broad adoption of the Covered Specification (as defined above). Therefore, Contributor grants an irrevocable (except as set forth in this paragraph), worldwide, no-charge, royalty-free license under any Necessary Claims(1) to any party ("User") for making, using, importing, selling, or offering for sale Covered Implementations(2). However, this license will become void, and Contributor reserves the right to assert its Necessary Claims against User, if User (or anyone acting in concert with such party) asserts any Necessary Claims against any Covered Implementations of Contributor or of any third party. This license is available to everyone directly from Contributor, and does not flow from User to User's suppliers, business partners, distributors, customers or others. Therefore, if User's supplier, business partner, distributor, customer or other party independently takes an action that voids the license as to itself, Contributor reserves the right to assert its Necessary Claims against that party, even though this license will remain in effect for User.

By granting this irrevocable patent license, Contributor does not represent that it holds any or all Necessary Claims.

Any agreement in the future in which Contributor transfers a Necessary Claim (or patent or patent application that includes it) will: subject such transfer, automatically or otherwise, to the rights granted to others under this license prior to such transfer so that those who later get rights to the Necessary Claim get such rights subject to this license; or retain for Contributor the right to grant such rights to others.

Definitions:

1"Necessary Claims" are those patent claims that can not be avoided by any commercially reasonable, compliant implementation of the Required Portions of a Covered Specification. "Required Portions" are those portions of a specification that must be implemented to comply with such specification. If the specification prescribes discretionary extensions, Required Portions include those portions of the discretionary extensions that must be implemented to comply with such discretionary extensions.

2"Covered Implementations" are those specific portions of a product (hardware, software, services or combinations thereof) that implement and comply with a Covered Specification and are included in a compliant implementation of that Covered Specification. Reference to User includes entities controlled by, controlling, and under common control with User, based on majority control.