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Proposal

Software Support - J2SE and Mozilla for OS/2

Executive Summary

This proposal provides for Golden Code Development Corporation ("GCD") to offer ongoing software support to the customer for the Java 2 Platform, Standard Edition ("J2SE"), and the Mozilla Web Browser ("Mozilla"), and certain related software (collectively, the "Programs"), on the OS/2 platform. This includes compliance testing of the J2SE port, using Sun Microsystem's Technology Compatibility Kit, to ensure this port is a fully compatible, Java™ licensed and branded product. Support would begin in 2002 and would continue initially for _____ years.

Base support includes making new function available on OS/2 on an ongoing basis, by porting the latest releases of the Programs to OS/2 soon after they are made generally available on other platforms. GCD will provide unlimited defect support for the latest release of each Program for up to one year after a newer release is made available, providing the customer with a custom build line of each Program during that time. Defect support includes proactively alerting the customer to any substantive defects, particularly security flaws, in the Programs, as they are published by the Mozilla or Sun community, or discovered independently by GCD. Custom enhancements are not included in base support, but can be made available as described below.

GCD will maintain the build environment and test environment necessary to create the Programs and to conduct general purpose testing for the Programs. In addition, GCD will maintain a specialized test environment, which is as close as is practically possible to the customer's production environment, for the purposes of problem recreation and regression testing. It will be the customer's responsibility to provide GCD with any specialized software and hardware which is necessary to create this specialized test environment.

To enable a very high level of serviceability of the Programs, GCD will provide a distribution of its Trace Suite agents, Network Trace for OS/2 and Kernel Trace for OS/2, as well as certain systems management utilities and libraries (the "Diagnostic Tools"), for each machine on which the customer installs the Programs. These tools will be licensed for use specifically with the Programs, to aid in problem determination and diagnosis, enabling excellent responsiveness by GCD to any issues encountered with the Programs.

A one-time license fee of _____ will be charged for the OS/2 port of J2SE. This fee covers the customer's enterprise-wide deployment of J2SE. No license fee will be charged for Mozilla or for the Diagnostic Tools. An additional, annual fee of _____ will be charged for the base support for both Programs (which includes J2SE license subscription), as further defined below.

Base Support

Base support includes:

- availability of initial releases of the Programs on OS/2;
- availability of newer releases of the Programs on OS/2 shortly after they are made available on other platforms;
- maintenance of a custom build line of each Program for up to one year after a newer release is made available by GCD;
- companion licenses for the Diagnostic Tools (limited to use with the Programs only);
- unlimited level 3 defect support for the most recently available release of the Programs and for the customer's custom build lines;
- alert service to notify customer proactively of any substantive defects in the programs, especially security

flaws, discovered by GCD or by the Mozilla or Sun communities;

- on-site service for defect support if necessary (excluding travel costs - see below);
- phone access, off-hours support, defined escalation paths for emergency access;
- maintenance of customer environment at GCD labs for problem recreation and regression testing.

Supported Programs

The software products supported under this proposal are:

- J2SE (starting with release 1.4.1)
- Mozilla (starting with release 1.1)
- Java Web Start (starting with release 1.2)
- OJI Plug-In for Mozilla* (starting with release 1.4.1)

The support contemplated by this proposal for J2SE is based initially upon the J2SE 1.4.1 release as provided by Sun Microsystems, Inc. as its reference platform port for the Windows platform.

The support contemplated by this proposal for Mozilla is based initially upon the 1.1 release of Mozilla as provided by the mozilla.org community. GCD anticipates that the 1.1 release will be the most stable and reliable release of this browser to date, and it is therefore the recommended starting point for this support on OS/2.

The ported Programs delivered to the customer for OS/2 will include only those functions and features which are generally available on other platforms, to the extent these features can be supported by GCD on OS/2. In particular, only the internationalization and translation features provided by the mozilla.org community for Mozilla and by Sun Microsystems, Inc. for J2SE, will be included in the Program releases provided by GCD. Currently, both Programs provide at least English and German language support. Any additional or different translations required by the customer which are not automatically provided by mozilla.org or Sun, respectively, for Mozilla and J2SE, are not included within the scope of base support, but can be priced separately.

*Note: Licensing and support for the OJI Plug-In for Mozilla is included as part of this proposal, based upon the customer purchasing support for both J2SE and Mozilla together. It is possible for the customer to purchase support for either J2SE or Mozilla separately. However, in this case, support/licensing for the OJI Plug-In is *not* included in either, individual support package, and must be priced separately.

Availability of Newer Releases

GCD will continue to support newer versions of Mozilla beyond 1.1, as the mozilla.org community makes such releases available for other platforms, to the extent permitted by the capabilities of the OS/2 platform.

GCD will continue to support newer versions of J2SE beyond 1.4.1, as Sun makes such releases available for its reference platforms, to the extent permitted by the capabilities of the OS/2 platform.

Releases of each Program will be regression tested generally, and to the extent possible, in the customer' s production environment which is recreated in GCD' s lab. Testing of J2SE will include the suite of tests provided in Sun' s Technology Compatibility Kit, to ensure the J2SE port is compatible with the appropriate Java specification.

Custom Build Lines

GCD will maintain a custom build line of each of the Programs specific to the customer at no additional charge. Each custom build line will be maintained for a period of up to one year after GCD' s release of a newer version of the respective Program. If the customer decides not to move to an available, newer release within one year, and such a custom build line must be maintained for a longer period of time (assuming it is technically feasible to do so), a Custom Build Line Service Extension can be offered (see below).

Defect Support

GCD will provide an unlimited number of defect fixes for the most recently available release of the Programs and for the customer' s custom build lines. This includes "back-porting" fixes provided for newer releases of the

Programs to the custom build line maintained for the customer. However, if at GCD' s discretion, a particular fix is so pervasively dependent upon functionality provided only in the newer release of the Program such that it is not feasible to back-port that fix, the customer will have a choice of either moving to the newer release or foregoing the back-port for that fix.

Use of the Diagnostic Tools

GCD will provide a limited use license to the Diagnostic Tools, which include:

- Network Trace for OS/2 network packet capture agent;
- Kernel Trace for OS/2 operating system tracing agent;
- certain system management utilities and libraries.

These tools are included in the distribution of the Programs to enable the customer to take network and system traces and to collect other pertinent information on production systems at GCD' s request, for problem determination and tuning purposes. Such traces would be provided to GCD to speed problem resolution and to assist with issues relating to the Programs as necessary. This will enable GCD to resolve such issues much more quickly, in order to provide the highest service level.

Custom Enhancements

Base support generally excludes the delivery of custom enhancements required specifically by the customer, which are not generally available in the Programs on other platforms. While such custom enhancements may certainly be possible, they will be considered on a case by case basis, and may be subject to additional charges. In such cases, GCD will review estimated costs with the customer and will obtain prior approval before any work on custom enhancements is performed.

Custom Build Line Service Extension

It is GCD' s understanding at the time of this proposal that customers generally will upgrade to the latest available releases of the Programs within one year of availability. If, however, it should become necessary for the customer to maintain support for a particular custom build line beyond this time frame, an option to extend support on a custom build line will be made available, if it is technically feasible to do so.

Such an option would be negotiated separately and would include a set number of fixes to be back-ported at a fixed price. Additional back-ports beyond this would be charged individually. As the customer' s custom build line continues to age relative to the latest available release of a Program, back-porting fixes will become increasingly problematic. It may therefore become necessary for the customer to migrate to the newer release in order to continue to receive defect support.

Travel

GCD anticipates that it may be necessary for its staff to travel as directed by customer in the course of providing support under this arrangement. In these cases, the customer will be charged the associated, out-of-pocket travel costs incurred.