

Dreams of Reality: Net Beans Innovators Grants Call for Proposals

- 1. INTRODUCTION:** The Dreams of Reality: NetBeans Innovators Grants Program (“Program”) is designed to encourage and recognize innovative projects that contribute to the NetBeans open source project (“Projects”). Individuals and teams of individuals (collectively, “Respondents”) are invited to submit proposals for Projects (“Proposals”) in accordance with the requirements set forth below. Up to twenty (20) Respondents will be selected to complete Projects as detailed in their Proposals (“Grantees”), as determined by the judges in accordance with the Evaluation Criteria set forth in section 5. Grantees will develop their Projects during the period between March 31, 2008 and August 1, 2008. Grant award(s) (“Grants”) will be awarded on or about August 31, 2008. Up to ten (10) Large Project Grants of up to \$11,500 USD will be awarded for Large Projects as described in Section 5 below. Up to ten (10) Small Project Grants of up to \$2,000 USD will be awarded for Small Projects as described in Section 5 below. Up to four (4) Grantees will be awarded an additional grant to complete further work on their Projects. (“Bonus Grants,” see Section 7 below). The total number of Grants to be awarded, if any, will be determined by Sponsor within their sole discretion.
- 2. ELIGIBILITY:** Individuals, and groups of individuals, or organizations of which all participants are of the legal age of majority in their country, province or state of legal residence and residents of Argentina, Australia, Belgium, Brazil, Bulgaria, Canada, Chile, China, Czech Republic, Denmark, Finland, France, Germany, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Korea, Malaysia, Mexico, Norway, Peru, Poland, Russia, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, the Netherlands, the United Kingdom, and the fifty United States and the District of Columbia may submit Proposals. Void in Puerto Rico, Province of Quebec, Canada and where prohibited by law. Sponsor reserves the right in its sole discretion to modify the list of eligible resident countries at any time during the proposal period. This Call for Proposals is void where prohibited. Employees of Sun Microsystems, Inc., and its parent companies, affiliates and subsidiaries, participating advertising and promotion agencies and members of their immediate family, defined as parents, children, siblings and spouse, regardless of where they reside, and/or those living in the same household are not eligible. You must also have access to the Internet and a valid email address in order to submit a Proposal.
- 3. PROPOSAL SUBMISSION INSTRUCTIONS:** In order to submit a Proposal, you must also be a member of the NetBeans Community and agree to the terms of the Sun Contributor Agreement. If you are not a member of the NetBeans Community and/or have not signed the Sun Contributor Agreement, go to www.netbeans.org/grant to register as a member of the NetBeans Community and sign the Sun Contributor Agreement at the time you submit your Proposal. If a Proposal is submitted by a team, each individual member of the team must register, must be a member of the NetBeans Community, and must sign the Sun Contributor Agreement. Proposals must be received between January 29, 2008 at 8:00am Pacific Standard Time (“PST”) and March 1, 2008 at 11:59 pm PST. The Sponsor’s clock is the official time clock of the Program. Proof of submission does not constitute proof of receipt. To submit a Proposal, send an e-mail with your Proposal to netbeansgrant@netbeans.org following the template published at www.netbeans.org/grant. Email must include name and contact information as requested

in the template. All Proposals must contain all of the Proposal Requirements stated in Section 4 below.

IMPORTANT NOTICE TO RESPONDENTS: ALL TIMES PROVIDED IN THESE RULES ARE PACIFIC STANDARD TIMES IN THE U.S.A. RESPONDENTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

4. **PROPOSAL REQUIREMENTS:** All Proposals must be written in plain text, must be in English, and may not exceed 3000 words. In addition, all Proposals must include the following:
- (a) A detailed written description of a proposed Project that may be developed in the NetBeans Community, which leverages or extends the NetBeans code base, and is subject to the Community's governance, that:
 - Develops and implements new NetBeans modules or functionality that extend the applicability or use of the NetBeans IDE or the NetBeans Platform into new markets, simplify the development process and use of NetBeans, improve performance, scalability, security, or other implementation characteristics, or that improve the end-user experience.
 - Create or extend an application based on the NetBeans Platform.
 - Integrates NetBeans with other projects or products in such a manner that encourages NetBeans adoption.
 - Support, expand or ease the translation efforts of the NetBeans Project and Community content to other languages.
 - Establishes curricula, tools, and courseware that leverage the NetBeans tools and code base in teaching computer science, applied mathematics, or engineering.
 - (b) A detailed plan as to how the Project will be implemented, including but not limited to a technical discussion, usage of NetBeans components and source code, GUI mockups, relation to other open source projects;
 - (c) An explanation of how and why the Proposal benefits the NetBeans Project and Community. The NetBeans Project has two fundamental products: the NetBeans IDE and the NetBeans Platform. (the "Products"). The Project must positively impact either or both of the Products in terms of adoption. For example, the Proposal may positively impact the Products by: (1) Improving the Products in terms of features; (2) Implementing missing functionality; (3) Making use of the Products easier for developers; or (4) Helping NetBeans reach more developers. The foregoing list is not exhaustive, and the Project may positively impact the

Products in another manner. The Proposal may include a comparison of the Project to other existing projects;

- (d) A Project timeline that includes proposed milestones marking 50%, 80% and 100% completion of Project, that will be used by Sponsor to follow the execution of the Project;
- (e) An evaluation of the size of the project, and designation as to which grant category the Proposal is to be submitted: Large Project or Small Project. (See Section 5 below.)
- (f) A detailed written description, and plan of implementation for work that would be completed with an additional grant of \$11,000 that may be awarded if: (1) Respondent is deemed a Grantee; and (2) completes 100% of his or her Project in an exemplary fashion as decided by the judges in their sole discretion. (“Bonus Work”).

Proposals may have only limited dependence on Sun involvement and/or participation and may not require a commitment by Sun for significant time and/or effort for success. All work on selected Projects, including communications among team members regarding their Project, and any source code or information repositories associated with projects must be accessible to all developers visiting the NetBeans Project website, and must be done in the open.

If Proposal is submitted by a team, the team must designate one individual member of the team as the team leader for contact purposes only. The team leader shall be responsible for submitting the Proposal and, in the event that the team’s Proposal is selected for a Grant, any Grant award will be awarded to the team leader who shall be solely responsible for disbursement of the Grant to the other team members on behalf of the team.

5. **LARGE OR SMALL PROJECTS:** You may submit a Proposal for either a Small Project or a Large Project in accordance with the Requirements set forth in Section 5 below.

- (a) Small Projects are projects that may be completed in one month by one individual. Teams or individuals may submit Proposals for Small Projects. Examples of Small Projects include: fixing a bug in the NetBeans Project, writing a book chapter, minor translation work, or implementing a single component.
- (b) Large Projects are Projects which require the entire Project Period to complete, and may require a team of developers to implement. Teams or individuals may submit Proposals for Large Projects. Examples of Large Projects include: developing a sophisticated module, developing a full application on top of the NetBeans platform, developing a new tool to assist developers with work on NetBeans, an extended translation project, writing a book about NetBeans, or integration of an open source project into NetBeans.

ALL RESPONDENTS ARE RESPONSIBLE FOR SELECTING THE APPROPRIATE SIZE CATEGORY FOR THEIR PROJECTS. PROPOSALS WILL ONLY BE EVALUATED FOR GRANTS IN THE CATEGORY FOR WHICH THEY ARE SUBMITTED.

6. **PROPOSAL EVALUATION CRITERIA** All Proposals, regardless of size category, will be judged by a panel of experts selected by members of the NetBeans community, based on the following equally weighted evaluation criteria: (1) relevance to the Proposal Requirement guidelines as stated in Section 4 above; (2) impact of the proposal on achieving the goals of the NetBeans Community of expanding the adoption of the NetBeans Project; (3) completeness of the Proposal; (4) technical merit of the proposed Project. Large Project Proposals will be evaluated against the pool of other Large Project Proposals and Small Project Proposals will be evaluated against the pool of other Small Project Proposals. If your Proposal is selected you will be notified on or around March 31, 2008, by email, phone or postal mail, as provided on your Proposal. If a selected Proposal has been submitted by a team, the designated team leader will be notified of the selection. All Proposals must comply with the Proposal Requirements set forth in Section 4 above. The Judges reserve the right to award fewer Grants, or not to award any Grants, if in their sole and absolute discretion, they do not receive a sufficient number of qualified Proposals.
7. **PROJECT DEVELOPMENT:** The period during which the winning Proposals will be executed and completed begins March 31, 2008 and ends August 1, 2008. (“Project Period”). During the Project Period, a pool of expert members of the NetBeans Community designated by Sponsor (“Mentors”) will be available at www.netbeans.org/grant to answer Grantees’ questions regarding implementation of the Projects and integration with NetBeans.org. The Mentors will be available to consult with all Grantees. One Mentor will also be assigned by Sponsor to each Respondent to oversee the Progress of their Project; however, all Grantees will have access to consult with all Mentors.
8. **AWARD PROCEDURES**
 - (a) Up to ten (10) Large Project Grants, and up to ten (10) Small Project Grants will be awarded according to the criteria detailed in Section 5 above. The maximum award for each Large Project Grant will be \$11,500 USD. The maximum award for each Small Project Grant will be \$2,000.00 USD. Grant money will be awarded only to Grantees who complete 100% of their project as described in their Proposal by the August 1, 2008 deadline. The Judges reserve the right to award fewer Grants, or no Grants, if in their sole and absolute discretion, they do not receive a sufficient number of qualified Proposals. If your Proposal is selected (“Grantee”), you will be required to execute a Grant Award Agreement which will detail the terms and conditions of the Grant. Grant Award checks will be distributed to Grantees on or about August 31, 2008. All Grants will be paid in U.S. Dollars. In the event that a team is awarded a Grant, that team’s Grant will be awarded as a single check to the team leader who will be responsible for disbursing the Grant equally among all individual members of the team.

- (b) **Bonus Grants:** Up to Four Grantees, who have completed 100% of their Projects, may be awarded Bonus Grants to complete the Bonus Work as designated in his or her Proposal. Two (2) \$11,000 Bonus Grants (“Gold Bonus Grants”), and two (2) \$ 5,000 Bonus Grants (“Silver Bonus Grants”) are available. Judges will determine Bonus Grant recipients, if any, based upon the Evaluation Criteria set forth above, within their sole discretion, and reserve the right not to award any Bonus Grants.

Judges may determine, within their sole discretion, to award any remaining funds to Grantees who have completed 100% of their Projects.

All costs associated with currency exchange are the sole responsibility of the Grantee. ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER. If Proposal is submitted by a team, all taxes are the sole responsibility of each team member of the winning team.

9. **CONDITIONS OF PARTICIPATION** Submission of Proposal into this Program constitutes Respondent’s agreement to be bound by the terms of this Call for Proposals and by the decisions of the Judges and Sponsor, which are final and binding on all matters pertaining to this Program. Return of any Grant/ Award notification may result in disqualification and selection of an alternate Grantee. Any potential Grantee who cannot be contacted within 15 days of first attempted notification will be disqualified and forfeit any Grant to which s/he may be entitled. Potential Grantee may be required to sign and return an Affidavit of Eligibility/Liability & where legally permissible, a Publicity Release within 30 days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate Grantee. If Project is submitted by a team, the team leader shall be responsible for obtaining all team members’ signatures on such affidavit and releases. If Respondent is a team, and any single team member fails to comply within this time period, the team’s Project will be disqualified. Respondents acknowledge and agree that the intellectual and industrial property rights to the Proposal and Project, if any, are subject to the “contribution” provisions of the Sun Contributor Agreement. Acceptance of the Grant constitutes permission for, and Grantee’s consent to, Sponsor and Sun and its agencies to use the Grantee’s name, likeness and/or entry for advertising and promotional purposes without additional compensation, unless prohibited by law. To the extent permitted by law, Respondents agree to hold Sponsor, Sun Microsystems, Inc. and each of its parent, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Program and/or use or acceptance of any Grant award, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. Sponsor and Sun Microsystems, Inc. are not responsible for any typographical or other error in the printing of the Call for Proposals, administration of the Program or in the announcement of the Grant(s). A Respondent may be prohibited from participating in this Program if, in the Sponsor’s sole discretion, it reasonably believes that the Respondent has attempted to undermine the legitimate operation of this Program by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Respondents, the Sponsor or associated agencies. If Respondent is a team, and Sponsor determines in its sole discretion that any single team member has attempted to undermine the legitimate operation of this Program, all members of such team may be disqualified, as determined

within Sponsor's sole discretion. Due to the unique nature and scope of this Program, Sponsor reserves the right to alter or modify this Call for Proposals at any time.

10. **NO RECOURSE TO JUDICIAL OR OTHER PROCEDURES:** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Program are hereby excluded, and any Entrant expressly waives any and all such rights. In the event that a court of competent jurisdiction finds the foregoing waiver unenforceable, Entrants hereby consent to the jurisdiction and venue residing exclusively within the federal or state courts in the state of California, United States and agree that any and all disputes, claims, and causes of action arising out of or connected with this Program or any prize awarded shall be resolved individually, without resort to any form of class action. Entrants agree that these Official Rules are governed by the laws of California.
11. **DATA PRIVACY** Respondents agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the Program and any other purposes outlined herein. The data may also be used by the Sponsor in order to check Respondents' identity, their postal address and telephone number, or to otherwise verify their eligibility to participate in the Program. Respondents have a right to access, review, rectify or cancel any personal data held by the Sponsor by emailing Sponsor at <http://www.netbeans.org/>. If Respondent's data is not provided or is canceled, Respondent's Proposal will be ineligible. By submitting a Proposal, Respondents hereby agree to all personal information uses and disclaimers as explained in Sponsor's Privacy Policy. Submitting a Proposal further constitutes Respondent's full and unconditional agreement to and acceptance of this Call for Proposals and Sponsor's Privacy Policy and willingness to be contacted by telephone and/or email. If Respondent is a French resident, by submitting a Proposal, such Participant gives consent to the transfer of his or her personal data outside the European Union in connection with the above purposes, and that such data will be transferred to the United States.
12. **WARRANTY AND INDEMNITY:** Respondents certify that their Proposal is original and Respondent can legally grant the rights set out in the Sun Contributor Agreement. Each Respondent agrees not to submit any Proposal that (1) infringes any 3rd party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violates applicable law in any countries in the world. To the maximum extent permitted by law, each Respondent indemnifies and agrees to keep indemnified the Sponsor and Sun Microsystems, Inc. at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Respondent and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Respondent indemnifies and agrees to keep indemnified the Sponsor and Sun Microsystems, Inc. at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Sponsor or Sun Microsystems, Inc. will or may become liable by reason of or related or incidental to any act, default or omission by a Respondent under this Call for Proposals including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to this Call for Proposals by a Respondent.

13. **ELIMINATION:** Any false information provided within the context of the Program by any Respondent concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the immediate elimination of the Respondent from the Program. If Respondent is a team, and any single team member provides such false information, Sponsor reserves the right to disqualify the entire team. Sponsor further reserves the right at any time, including after announcement of Winners to disqualify any Proposal or Project that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules. Sponsor further reserves the right to disqualify any Proposal or Project that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with this Call for Proposals.
14. **INTERNET:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of Proposal materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive Proposals by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the NetBeans site for any reason or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program. Sponsor reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the Program. Sponsor reserves the right to select Grantees from eligible Proposals received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the Proposal process. Caution: Any attempt by a Respondent to deliberately damage any Web site or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Respondent to the fullest extent of the law.
15. **SEVERABILITY:** If any provision(s) of this Call for Proposals are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
16. **GRANTEE'S LIST:** For grantee's name, log onto www.netbeans.org on or about September 1, 2008, available for a period of up to 60 days.

The Sponsor of this Program is NetBeans Community, located at <http://www.netbeans.org/>. Sun Microsystems, Inc. is funding all of the Grant awards, however, Sun Microsystems shall have no liability or responsibility in connection with the Program other than to fund the Grant awards specified herein.