SUPER SOURCE LICENSE AGREEMENT

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1. License Grant

1.1 General Use. This Agreement grants your company or organization (also referred to herein as the "Organization") a non-exclusive, non-transferrable, worldwide license to the use rights for this software and associated files (also referred to herein as the "Software"), subject to the terms and conditions in this Agreement.

1.2 Unlimited Installation License. The Organization may install the Software on an unlimited number of Hosts. "Host" means any physical or virtual machine which is controlled by the Organization.

2. Modifications. The copyright owner or entity authorized by the copyright owner that is granting the license (also referred to herein as "Licensor") shall provide the Organization with source code so that the Organization can create Modifications of the original software. "Modification" means: (a) any addition to or deletion from the contents of a file included in the original Software or previous Modifications created by the Organization, or (b) any new file that contains any part of the original Software or previous Modifications. While the Organization retains all rights to any original work authored by the Organization as part of the Modifications, Licensor shall continue to own all copyright and other intellectual property rights in the Software.

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5. Fees and Payment. The Software license fee is listed online, unless another fee is agreed to in writing by both the Licensor and Organization. It will be due and payable in full as set forth in the applicable invoice or at the time of purchase. The Organization shall be responsible for all taxes, withholdings,

duties and levies arising from the order, excluding taxes based on the net income of Licensor.

6. Term of Agreement.

6.1 Term. The license under this Agreement lasts for one year, unless otherwise agreed to in writing by the Licensor and Organization.

6.2 Termination. Upon any termination of this Agreement, the Organization shall cease any and all use of any Software and destroy all copies thereof.

7. Disclaimer of Warranties. The Software is provided "as is," with all faults, defects and errors, and without warranty of any kind. Licensor does not warrant that the Software will be free of bugs, errors, viruses or other defects, and Licensor shall have no liability of any kind for the use of or inability to use the Software, the Software content or any associated service, and the Organization acknowledge that it is not technically practicable for Licensor to do so.

To the maximum extent permitted by applicable law, Licensor disclaims all warranties, express, implied, arising by law or otherwise, regarding the Software, the Software content and their respective performance or suitability for the Organization's intended use, including without limitation any implied warranty of merchantability, fitness for a particular purpose.

8. Limitation of Liability. In no event will Licensor be liable for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages or liabilities whatsoever arising from or relating to the Software, the Software content or this Agreement, whether based on contract, tort (including negligence), strict liability or other theory, even if Licensor has been advised of the possibility of such damages.

In no event will Licensor's liability exceed the Software license price as indicated in the invoice. The existence of more than one claim will not enlarge or extend this limit.

9. Remedies. The Organization's exclusive remedy and Licensor's entire liability for breach of this Agreement shall be limited, at Licensor's sole and exclusive discretion, to (a) replacement of any defective software or documentation; or (b) refund of the license fee paid to Licensor.

10. Miscellaneous

10.1 Entire Agreement. This Agreement sets forth our entire agreement with respect to the Software and the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements whether written or oral.

10.2 Transferability. The Organization may not transfer this Agreement or any of its rights under this Agreement without the prior written consent of Licensor and any attempted transfer without such consent shall be void.

10.3 Export Compliance. The Organization agrees to comply with all applicable laws and regulations, including laws, regulations, orders or other restrictions on export, re-export or redistribution of software.

10.4 Indemnification. The Organization agrees to defend, indemnify, and hold harmless Licensor from

and against any lawsuits, claims, losses, damages, fines and expenses (including attorneys' fees and costs) arising out of the Organization's use of the Software or breach of this Agreement.

10.5 Governing Law. This Agreement is governed by the laws of the State of California without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Santa Clara County, California for any suit or action arising from or related to this Agreement.

10.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect.

10.7 Waiver. Failure or neglect by either party to enforce at any time any of the provisions of this license Agreement shall not be construed or deemed to be a waiver of that party's rights under this Agreement.