

Precise Application Performance Platform Software License Agreement

Effective as of March 2014

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This License Agreement shall terminate upon Your breach of any term contained herein or in accordance with the provisions contained herein. Upon termination, You shall immediately stop using and destroy all copies of the Licensed Software.

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The following provisions of this License Agreement shall survive termination of this License Agreement: Section 1 (Definitions), Section 3 (License Restrictions), Section 4

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16.2 COMPLIANCE WITH APPLICABLE LAW. You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Licensed Software.

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17. ADDITIONAL TERMS AND CONDITIONS.

Your use of the Licensed Software is subject to the terms and conditions below in addition to those stated above.

17.1 CPU LICENSE UNITS.

A. Unless otherwise expressly set forth in writing on a License Instrument, the Licensed Software is licensed by and the Level of Use is restricted by the total number, in the aggregate, of CPU License Units calculated in accordance with this Section 17.1. One license for the Licensed Software is required for each CPU License Unit and each CPU License Unit may be used in either a non-virtual or virtual environment. A "CPU License Unit" means: (i) with respect to non-virtual environments, one (1) Physical CPU Unit as calculated pursuant to Section 17.1(B) below; and (ii) with respect to virtual environments, up to four (4) virtual CPUs allocated to a virtual machine. For example, if ten (10) CPU License Units are purchased, You may use such CPU License Units as either: (a) ten (10) Physical CPU Units;

(b) forty (40) Virtual CPU Units; or (c) five (5) Physical CPU Units and twenty (20) Virtual CPU Units. For purposes of this Section 17.1, a "CPU" (also referred to as a "processor") is defined as the logic circuitry that responds to and processes the instructions that run a computer and/or that access or runs the Licensed Software. Each CPU may be comprised of multiple processing cores which may each independently act as individual CPUs.

B. In non-virtual environments, the total "Physical CPU Units" each requiring an individual license is calculated as the sum of (i) the number of licensed physical CPU sockets on the system motherboard that are populated with physical CPUs, each of which may have up to four (4) cores without adding an additional Physical CPU Units in respect of Excess Cores (as defined below) as provided in clause (ii) below (such initial four cores, the "Base Cores"), and (ii) the sum of all Excess Cores calculated in accordance with this Section 17.1(B). The term "Excess Cores" means, with respect to each physical CPU populated in a socket, the quotient of the aggregate number of all additional cores in excess of the Base Cores for such CPU divided by four (4) and rounded up to the nearest whole number. For example, if there is a two-socket server with each physical CPU socket populated with an eight-core processor, four (4) Physical CPU Units are counted (two in respect of the physical CPUs and two in respect of the cores in excess of the Base Cores per CPU) and four (4) CPU License Units of the Licensed Software need to be purchased. If there is a two-socket server with each physical CPU socket populated with a six-core processor, four (4) Physical CPU Units are counted (two in respect of the physical CPUs and two in respect of the cores in excess of the Base Cores per CPU) and four (4) CPU License Units of the Licensed Software need to be purchased.

C. In virtual environments, a "Virtual CPU Unit" requiring an individual license is defined as up to four (4) virtual CPUs allocated to a virtual machine. For example, if four (4) virtual CPUs are allocated to a virtual machine, four (4) Virtual CPU Units are counted and one (1) CPU License Unit of the Licensed Software needs to be purchased. If seven (7) virtual CPUs are allocated to a virtual machine, seven (7) Virtual CPU Units are counted and two (2) CPU License Units of the Licensed Software need to be purchased.

D. "Tier" is a Precisely defined classification of a server or processor. The server or processor tier defines the type of hardware on which the software may be deployed.

17.2 TEST LICENSES.

To the extent You purchase in respect of any Licensed Software licenses that are designated "Test & Development" licenses, "Test & Dev." licenses or "Non-Production" licenses" in the applicable License Instrument (each, a "Test License"), You hereby acknowledge that such Test Licenses are restricted to use in a Test Environment and You are licensed thereunder to install and operate such Licensed Software only in a Test Environment. Under no circumstances shall You install or operate Licensed Software in a Production Environment by virtue of or pursuant to a Test License. Your breach of this Section 17.2 is a material breach of this Agreement and, in addition to all other remedies available to Precise hereunder or at law, if you breach this Section 17.2 You shall pay Precise the difference in price (based upon Precise's then-current list price) between a Test License and a standard license for use in a Production Environment.

17.3 Additional Kit.

A. In this Section 17.3 "Kit" means either (i) an Application Programming Interface ("API") or (ii) a Software Development Kit ("SDK"), as the case may be.

B. DEVELOPMENT LICENSE. If the Licensed Software that You acquire includes a Kit that is:

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(ii) an SDK to allow You to create plug-in applications ("Applications") to use in conjunction with the Licensed Software, then You are entitled under this Agreement to install such SDK on an unlimited number of Processors solely for the purposes of designing, developing and testing such Applications in conjunction with the Licensed Software ordered by You under this Agreement; provided however You are the only entity using such SDK and that Your use of the Licensed Software shall be compliant with the terms of this Software License Agreement. Such SDK license shall be in addition to any licenses for the other portions of the Licensed Software acquired by You under this Agreement. You shall have no right to modify or alter the SDK.

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