

Cogix ViewsFlash™ Perpetual Unlimited License Agreement

By purchasing a license to the ViewsFlash software, Client agrees to the terms of this License Agreement

License

Cogix Corporation ("Cogix") grants the Company ("Client") purchasing a license to the ViewsFlash software a non-exclusive, nontransferable, perpetual license to use the object code of the Cogix ViewsFlash web application software ("Software") on one CPU per license granted.

Limitations

Client: a) agrees to maintain only those copies of the software needed for production, development, testing, and archival backup purposes; b) acknowledges that the Software comprises a trade secret and agrees not to reverse engineer, decompile, disassemble, attempt to create derivative works, or otherwise attempt to determine the source code or algorithms of the Software; however, client is permitted and encouraged to customize the software using its published APIs and documentation; c) agrees not to sell, rent, lease, license, sublicense, resell any of its rights, distribute any portion of the Software to any person or entity, act as a paid or unpaid application service provider, service bureau, or otherwise establish, operate or maintain the services provided by the Software on behalf of a third party.

License Fees

ViewsFlash software is licensed per CPU. The number of CPUs is specified in the Purchase Orders and Invoices for each purchase. Client agrees to monitor the number of CPUs to purchase additional licenses for additional CPUs if needed. This license allows the software to record and tabulate unlimited responses from an unlimited number of users.

Keys

Cogix will provide Client with a unique Licensing Key which includes the Client name. Client agrees to keep Licensing Key private, not to transfer or alter it, and not to share it with unauthorized personnel not in Client's control.

Notification

The Software requires access to an SMTP mail server to notify Client and Cogix of anticipated changes in and exceeded usage levels and maintenance problems.

Maintenance

Upgrades and updates to the Software, including bug fixes, are provided for one year when Client purchases Annual Maintenance. If Client chooses not to purchase Annual Support, Client may continue using the software perpetually.

United States Government Rights

DOD End users: If the Software is acquired by or on behalf of DOD agencies or units, pursuant to 48 CFR 227.7202 and its successors, the Government's right to use, reproduce or disclose the Software is subject to restrictions of this Agreement. Civilian Agency users: If the Software is acquired by or on behalf of civilian agencies of the US Government, pursuant to 48 CFR 12.212 and its successors, the Government's right to use, reproduce or disclose the Software is subject to restrictions of this Agreement.

Number of 1 CPU licenses required

One License is required for every 100 Processor Value units or fraction thereof, rounded up.

The table below gives the number of Processor Value Units (PVU) per core for different architectures.

Architecture	Vendor	Models	Chip type	PVU per core
Xeon Nehalem EX	Intel	6500-6599, 7500-7599	2,4,6,8,10 cores	120
Xeon Nehalem EX	Intel	E3-1200 to 1299 E7-2800 to 2899	2,4,6,8,10 cores	100
Xeon Nehalem EX	Intel	E7-4800 to 4899 E7-8800 to 8899	2,4,6,8,10 cores	70
Xeon Nehalem EP	Intel	3400 to 3699 5500 to 5699	2,4,6 cores	70
Xeon pre-Nehalem	Intel	3000 to 3399 5000 to 5499 7000 to 7499	2,4,6 cores	50
Other Intel	Intel		2,4 cores	50
Opteron	AMD		2,4,6,8,12 cores	50
UltraSPARC IV	Sun		Dual core	100
UltraSPARC T1	Sun		Quad, Hexa, Octi core	30
UltraSPARC T2	Sun		Quad, Hexa, Octi core	50
SPARC T3	Sun		8,16 cores	70
SPARC64 VI, VII	Fujitsu		Dual, Quad core	100
POWER7	IBM	770,780,795	Quad, Hexa, Octi core	120
POWER7	IBM	750,755,PS704	Hexa, Octi core	100
POWER7	IBM	PS700-703, 710-740	Quad, Hexa, Octi core	70
POWER6	IBM	520, JS12, JS22, JS23, JS43	Dual core	80
POWER6	IBM	Others	Dual core	120
POWER5	IBM		Dual core	100
POWER4	IBM		Dual core	100
POWER 5 QCM	IBM		Quad core	50
PA-RISC	HP		Dual core	100
Itanium	Intel		Dual, Quad core	100
System Z	IBM	Z196, System z10	One core	120
System Z	IBM	System z9, z990, S/390	One core	100
All other single core	All		Single core	100
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To calculate how many 1 CPU licenses are required, multiply the number of cores in the server by the PVUs per core and divide by 100; round any fractions up to the nearest integer.

Example: a dual-core dual Xeon server has 4 cores. Multiply 4 by 50 = 200, divided by 100 = 2 licenses.

On architectures that allow partitioning such as Solaris and AIX, or on virtualization technologies that limit the number of processors that the ViewsFlash application can run on, instead of acquiring a license for all the cores in the server acquire a license for the number of cores in the processors in the partition. On Virtualized X86 architectures, each core counts as 100 PVUs.

Example: on a Sun Primepower with 64 single core processors, a Solaris Container with 8 processors runs a portal, which includes ViewsFlash. Multiply $8 \times 100 = 800$ divided by 100 = 8 licenses.

Example: on an HP 9000, a HP-UX 11i partition runs an application server with 4 processors, which includes ViewsFlash. 4 licenses are required.

Example: on server powered by VMWare with two quad-core X86 processors, a Linux VM running two virtual cores requires two licenses, not one.

For fractional CPU usage, round up the usage per partition up to the nearest integer before calculating processor value units.

Support. Technical support is provided: by telephone, between the hours of 9 AM and 5 PM PST, Monday through Friday (excluding holidays), or by e-mail addressed to support@kogix.com. Cogix does not provide support to end users, nor for any version of the Software other than the most current. Support includes installation and implementation. Customization, consultation, training and systems integration are provided as professional services.

Attribution

Client agrees to install the software so that either a) "Cogix", "ViewsFlash", or both, regardless of capitalization, are visible in the URL of the ViewsFlash software or through a browser's View Source, or b) the software is installed in a Portal where the portlet description or configuration shows either "Cogix" or "ViewsFlash". The default installation meets this requirement. Client agrees that Cogix may list Client's name and Client's logo in Cogix.com's Gallery.

Supported Configuration

Client agrees to acquire, configure and verify satisfactory operation of an application server certified to support the Java 1.4, Servlet 2.3, JDBC 3.0 (if using a database), and JSR168 (if using a portal) specifications. Client agrees to license, configure, maintain and operate appropriate components to meet these requirements.

WARRANTIES

Cogix represents and warrants to Licensee that it is the owner of the copyright to the Licensed Software, and that, to its knowledge, the Licensed Software does not infringe upon any copyright, trade secret, trademark or other proprietary or intellectual property right of any third party.

LIMITATION OF LIABILITY. THE SOFTWARE IS PROVIDED, AND CLIENT ACCEPTS IT, "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO ITS PERFORMANCE, ACCURACY OR COMPLETENESS. CLIENT IS ADVISED NOT TO RELY, AND HEREBY REPRESENTS THAT IT SHALL NOT RELY ON SUCH, FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COGIX DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF DATA, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE ARISING FROM ANY MATTER RELATING TO THIS AGREEMENT; IN NO EVENT SHALL COGIX LIABILITY EXCEED THE COMPENSATION PAID BY CLIENT TO COGIX UNDER THIS AGREEMENT FOR THE PRECEDING TWELVE MONTH PERIOD.

Termination

This Agreement and the license granted shall terminate automatically if Client fails to comply with any of the terms of this Agreement and does not comply within 30 days of notification. Upon Termination, Client must cease using the software and destroy all copies of Software and documentation.

30-day Money-back Guarantee

If Client purchases the software directly from Cogix and Client is not satisfied with the software, for any reason, within 30 days of Invoice Date, Client may terminate this agreement, stating the reasons, and Cogix will credit the Invoice or refund Invoices paid.

ASP/Service Bureau Option

Client agrees not to use the software as an Application Service Provider, Service Bureau, or similar capacity where Client will be providing use of the software to third parties.

Miscellaneous

Client shall not transfer or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of Cogix. This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws, and with the same force and effect as if fully executed and performed therein, and the laws of the United States of America.

Effective June 1, 2011