This Agreement is entered into by and between CumuLogic, Inc. (referred to herein as "We", "Us", or "Our") and You (referred to herein as "You" or "Your"). You should carefully read the following terms and conditions before installing or using the Software. By installing or using the Software, You agree to all of the terms and conditions of the License.

If You do not agree to all of the terms and conditions of the License, then You are not authorized to download, install or use the Software.

This is an educational license which may only be entered into by current students, faculty or administrative staff of a bona fide educational institution. You herby certify that You are currently enrolled or employed by the educational institution identified when you registered for download of the Software.

1.   Definitions: This Agreement uses the following defined terms in addition to any other definitions found in the text.

1.1   "Applications" means the software applications created by You using the Software.

1.2   "Customers" means Your students, faculty and administrative staff who access Applications.

1.3   "Data" means any information, material, or other data stored by or in any Application(s) provided by You.

1.4   "Infrastructure Node" means the individual server which runs CumuLogic™ software used to develop and deploy Applications.

1.5   "License" means the rights to use the Software granted to You under this Agreement.

1.6   "Management Node" means the PaaS management server which runs the main CumuLogic™ PaaS controller software.

1.7   "Platform" means the CumuLogic™ Platform as a Service (Paas) software, including related applications, documentation, and any patches, updates and supplements, to be used by You or Customers, as applicable, to develop, deliver and monitor Applications.

1.8   "Software" means the Platform and any ancillary software that We may choose to provide, but excluding Third Party Software.

1.9   "Terms" means the terms and conditions of this Agreement, including all Exhibits, which are incorporated herein by reference.

1.10   "Third Party Software" means the software subject to additional licenses listed in Exhibit A.

2.   Introduction
The Software is provided to you under the Terms. Use of Applications by Customers, where permitted, shall be governed by separate agreements between You and Your Customers, so long as such agreements do not violate any applicable Term. You agree that an act or omission of a Customer in violation of this Agreement shall be deemed made by You.

3.   Ownership

3.1.   No Term transfers any proprietary rights from one party to the other. The Software is protected by intellectual property laws and treaties, including pending patent rights. The Software is licensed, not sold, and We (or our licensors) retain all ownership rights in and to the Software, including all copies in whole or in part. We retain all rights not specifically granted to You in this Agreement.

3.2.   We acknowledge that Data are Your or Your Customers' property. However, You acknowledge that We may access Data as needed in our judgment to maintain or support the Software. You have sole responsibility and liability for the accuracy, quality, integrity, legality, reliability, appropriateness, and rights to use any Data.

4.   License Grant

4.1.   Subject to the Terms, We grant You a royalty-free non-exclusive, non-transferable, non-sublicenseable, limited, revocable, personal license to use the Software in object code form solely to develop, deliver and monitor Applications for your Customers in the ordinary course of your business. You may not license, rent, sell, loan, give, operate as a service bureau, or otherwise distribute all or any part of the Software for the benefit of any third party, including offering hosting services for other third party applications.

4.2.   You may not: (a) use the Software in any way that would cause the resulting use or product to infringe any intellectual property or other right of a third party or Us; (b) copy the Software except for reasonable backup or archival purposes; or (c) transfer, assign, rent, lease, or otherwise dispose of any Software on a temporary or permanent basis.

4.3   You may install a maximum of twenty five (25) Infrastructure Nodes and two (2) Management Nodes within Your network.

4.4   We may recommend system requirements to use the Software, but We will not supply any hardware, communication device or service, or other software required for proper operation of the Software.

4.5   You shall not disclose, except directly to Us, any bugs, errors, failures, or other flaws with respect to the Software or allow any Customer to make any such public disclosure.

5.   Maintenance

5.1   As part of this License You may download any and all updates, release notes, and bug fixes if and when available. You may also elect to purchase additional support based on Our then current support program options.

5.2   You acknowledge that all updates, release notes and bug fixes shall apply only to the current version of the Software and you agree to upgrade to the most current major release

(designated a 1.x, 2.x, 3.x etc.) of the Software within ninety (90) days after production release thereof. Failure to upgrade constitutes a material breach of this License.

6.   Your Other Obligations

You shall:

6.1   Provide timely confidential feedback, which may include bug reports (with specificity regarding the procedures necessary to reproduce any such bug);

6.2   Notify us of any known unauthorized use of any Software;

6.3   Not access the source code or otherwise attempt to reverse engineer, decompile, analyze, convert, translate or disassemble any Software;

6.4   Not remove any copyright, trademark, or other intellectual property or proprietary notice from any Software except as otherwise pre-approved by Us;

6.5   Not remove any references to Our name in or on any Software;

6.6   Immediately notify us if You become aware of any actual or potential claim by a third party arising in connection with Your use of any Software;

6.7   Use the Software only for its intended uses and purposes;

6.8   Hereby authorize Us to disclose publicly that You are a licensee of the Software;

6.9   Not permit anyone except authorized employees and end-users at Customers who have been assigned passwords to access and use the Software;

6.10   Not include or permit any disabling device, drop dead device, time bomb, trap door, Trojan horse, or other virus or malicious code in your or any Customer's use of any Software;

6.11   Not make any representation or warranty concerning CumuLogic™ or any Software exceeding the scope of any Term or otherwise not expressly and unambiguously authorized by Us in writing; and

6.12   Not use any Software in violation of any law.

7.   Reservation of Rights; Changes to Software

7.1.   We reserve the right at any time to discontinue release of the Software and to alter any price, feature, specification, capability, function, licensing term, release date, general availability, and other characteristic of the Software and any support programs.

7.2.   Any upgrade or other change to any Software shall be owned by Us or our licensor and is subject to the Terms.

8.   Confidential Information

You acknowledge that the Software contains our valuable confidential and proprietary information ("Confidential Information"). Therefore, You shall: (a) not modify any Software or

attempt to decipher, decompile, disassemble or reverse engineer any Software or assist or encourage any third party to do so; and (b) hold the Confidential Information in strict confidence for our benefit, including without limitation your knowledge of and details of the operation or function of the Software in whole or in part, using the same degree of care You use for Your own highly confidential information, but not less than a reasonable degree of care.

9.   Fees.

9.1.   This is a royalty-free license. However, you may purchase support optional support for a fee.

10.   Term; Termination

10.1. This Agreement shall commence upon downloading of the Software by You and shall continue until: (i) You cease use of the Software, (ii) any material breach of the Terms by You that have not been cured within thirty (30) days of Our notice to You of such breach, (iii) We terminate this License for Our convenience by providing You six (6) months advance written notice, or (iv) We terminate this License immediately upon written notice to You in the event of an IP Claim as set forth in Section 12.5 below.

10.2. Upon expiration or termination of this Agreement for any reason, all Your rights hereunder immediately cease and terminate, and You covenant to immediately uninstall and destroy all copies of any Software in Your possession or under your control. At Our request an officer of Your organization shall certify in writing such uninstallation and destruction.

10.3. You acknowledge that: (a) any breach of this Agreement may irrevocably harm Us and diminish substantially the value of our intellectual property rights; (b) in such event We (without limiting our other rights or remedies) shall be entitled to equitable relief (including but not limited to injunctive relief) to protect Our interests without an obligation to post bond; and (c) You shall hold Us harmless from, and indemnify and reimburse Us for, any costs, liabilities, expenses (whether incurred as the result of a third party claim or a claim to enforce this provision), and other damages We incur as a result of any breach of Yours.

10.4   Sections 11, 12 and 13 shall survive any termination or expiration of this Agreement.

11.   Warranty; Limitation of Liability

11.1. THE SOFTWARE IS PROVIDED "AS IS". WE MAKE NO OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO ANY SOFTWARE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR USEFULNESS OF RESULTS OR OTHERWISE. WE DO NOT WARRANT THAT THE SOFTWARE WILL: (A) OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE; (B) MEET YOUR OR ANY CUSTOMER'S NEEDS; OR (C) NOT BE CHANGED OR REFACTORED. WE ARE NOT RESPONSIBLE FOR THE ACCURACY OR INTEGRITY OF ANY DATA,

REPORTS, DOCUMENTATION, SECURITY, AND HOSTING WITH RESPECT TO THE SOFTWARE, ALL OF WHICH ARE YOUR RESPONSIBILITY OR RISK.

We make no representations or warranties with respect to any direct or indirect use of any Applications by You or anyone else, including Customers.

11.2   IN NO EVENT, HOWEVER, SHALL WE BE LIABLE TO YOU (OR ANYONE CLAIMING AGAINST OR THROUGH YOU, INCLUDING CUSTOMERS), WHETHER UNDER WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE OR US UNDER THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR OTHER DAMAGES. OUR MAXIMUM AGGREGATE LIABILITY (WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE) SHALL NOT EXCEED THE FEES PAID TO US IN THE MOST RECENT SIX (6) MONTHS, AND FOR THE PURPOSES OF CALCULATING ALL SUCH DAMAGES, ALL CLAIMS SHALL BE AGGREGATED AND DAMAGES SHALL BE CALCULATED ONLY ONCE. YOU ACKNOWLEDGE THAT THE LIMITATION OF LIABILITY IS COMMERCIALLY REASONABLE CONSIDERING THE PRICE CHARGED FOR THE SOFTWARE AND RELATED SERVICES.

11.4. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF: (A) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT; OR (B) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

12.   Indemnity

12.1. You shall indemnify and hold Us, Our licensors, and Our respective parent organizations, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs, whether incurred as a result of a third party claim or claim to enforce this provision) arising out of or in connection with Your or Your Customer's use of the Software or the services contemplated in this Agreement, other than claims subject to the indemnification given by Us in the next paragraph; provided in any case that We give You: (i) written notice of the claim; (ii) sole control of the defense and settlement of the claim; provided that You may not, without our prior written consent, settle or defend any claim unless We are unconditionally released from all liability in connection therewith and such settlement does not adversely affect Our business, any Software, or any of Our other licensees; and (iii) reasonable information and assistance in such defense at Your expense.

12.2. We shall indemnify, defend, and hold You harmless against any third party claim brought against You to the extent it alleges that any part of the Software, when used by You within the scope of Your License, infringes a United States patent, copyright, or trade secret of any third party ("IP Claim"); provided in any such case that You give us: (a) prompt notice

of the IP Claim (but in no event later than ten (10) days after You know of it); (b) exclusive control of the defense and settlement of the IP Claim; and (c) reasonable assistance and authority to conduct such defense and settlement at Our expense.

12.3.   Notwithstanding the foregoing, We shall have no duty to defend any IP Claim if it is based on: (a) use of a superseded release of any Software if the infringement would have been avoided by the use of the most current release of the applicable Software; (b) the combination, operation, or use of the Software with programs or data not furnished by Us or with hardware or operating system software other than the hardware platform and operating system We recommend if the infringement would have been avoided thereby; (c) compliance with designs, plans, or specifications furnished by You or on Your behalf; (d) modification or attempted modification of any Software by anyone except Us; or (e) use of any Software in violation of Your License or in a manner that defames or violates the privacy or any other right of any person or entity, transmits material in violation of any law, rule or regulation, or improperly uses any proprietary third party content.

12.4.   If an IP Claim is excluded from our defense obligation by reason of Section 12.3 ("Excluded Claim"), You shall defend or settle the Excluded Claim at Your sole expense; provided that You may not, without our prior written consent, settle or defend any Excluded Claim unless You unconditionally release Us from all liability and such settlement does not adversely affect Our business, any Software, or any of our other licensees. We shall reasonably assist You in such defense at Your expense. This Section 12 sets forth our entire liability and Your sole remedy with respect to Excluded Claims.

12.5.   If we believe that the use of any Software has become, or is likely to become, the subject of an IP Claim, We reserve the right to terminate the License immediately upon notice to You.

13.   General

13.1.   If any Term is held invalid, unlawful, or unenforceable to any extent, the remaining Terms will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement, including any Exhibits, is the entire agreement between You and Us, and it supersedes any prior understandings and agreements with respect to its subject matter. There is no representation, warranty, or other term (express, implied or statutory) between You and Us except as expressly made in this Agreement.

13.2.   This Agreement may not be amended except in a writing signed by both parties specifically referencing any Term to be so amended. Your invoices, purchase orders, acknowledgments, confirmations, and other communications shall not be considered any part of this Agreement unless signed and approved by an authorized representative of Ours, clearly indicating that such item is incorporated herein.

13.3.   This Agreement shall be governed by the laws of the State of California, exclusive of any conflicts of laws principles. Any dispute regarding this Agreement, including the rights and obligations of the parties herein, will be heard in the state or federal courts located in

Santa Clara County, California and You hereby consent to the exclusive personal jurisdiction of such courts for such purposes.

13.4. Except for payment obligations, neither party shall be responsible for any failure or interruption of communications, facilities, or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

13.5. In accordance with proper use of Your trademarks, We may refer to You as a customer on Our website or in interviews with journalists and press, and any case where We may refer to You in our advertising and publicity other than the aforementioned is subject to Your prior written approval of any such use. The foregoing is not a trademark license from You to us.

13.6. No failure or delay of a party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies, nor shall any waiver of any rights or remedies with respect to any circumstances be construed as a waiver thereof with respect to any other circumstances.

13.7. Except with Our prior consent, which shall not be unreasonably withheld, You may not assign Your rights and obligations hereunder except in connection with a change in control, merger, or a sale of substantially all of Your assets to which this Agreement relates. Any assignment of this Agreement by a party shall be solely to an entity that expressly agrees to be bound by the Terms. This Agreement shall be binding upon and enforceable in accordance with its Terms against any successor or permitted assignee.

13.8   This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party.

Exhibit A

Additional Licenses

JBOSS v. 4.2.3GA, V.5.0.1GA, v.5.1.0, v.6.0. v7.0Final http://repository.jboss.org/licenses/jbossorg-eula.txt

Tomcat v.7.0.0 http://www.apache.org/licenses/LICENSE-2.0

Hyperic Server v.4.5   - GNU General Public License (GPL) (http://sourceforge.net/projects/hyperic-hq/)

Hyperic Agent v.4.4.0,v.4.5.0 - GNU General Public License (GPL) (http://sourceforge.net/projects/hyperic-hq/)

Mysql v.5.0.77, v.5.1   - If you are developing and distributing open source applications under the GPL License, then you are free to use MySQL under the GPL License. (http://www.gnu.org/licenses/gpl-faq.html)

Apache Web Server v.2.2.3.45 http://www.apache.org/licenses/LICENSE-2.0

Niginx web server v.0.8.54 - http://nginx.org/LICENSE

MongoDB Database v.1.8.2 - http://www.mongodb.org/display/DOCS/Licensing

Amazon EC2 API Tools v.1.3-36506 - http://aws.amazon.com/asl/

Amazon EC2 AMI Tools v.1.3-57676 - http://aws.amazon.com/asl/

Eucalyptus euca2ools v.1.3.1-9 - http://open.eucalyptus.com/wiki/Euca2oolsLicense

Restlet Framework http://www.restlet.org/about/

GlassFish V3 http://glassfish.java.net/public/faq/GF_FAQ_2.html#why_dual

Jetty 8.x - http://jetty.codehaus.org/jetty/license.html