MODULE LICENSING DESCRIPTION FOR

LOGI ANALYTICS SOFTWARE

1. **INTRODUCTION.** insightsoftware develops and licenses certain business intelligence software, which may be (i) integrated into Customer's commercial software products for distribution by Customer to Customer Licensees or (ii) installed within Customer's infrastructure where Customer hosts and manages the Logi Analytics Software for access by Customer Licensees as part of Customer's commercially available hosted solutions. This Module Licensing Description describes (i) the license and Integration of the Logi Analytics Software into a Customer Product to create an Integrated Product for distribution to and use by Customer Licensees, or (ii) the license and installation of the Logi Analytics Software within Customer's infrastructure and Integration with a Customer Hosted Offering to create an Integrated Product made available to Customer Licensees as a service.

2. **DEFINITIONS.**

    a. **"Customer Hosted Offering"** means Customer's proprietary software applications identified on the applicable Order Form that Customer makes available on the Customer Website(s) as a service into which Customer Integrates the Logi Analytics Software pursuant to a Hosted License.

    b. **"Customer Licensee"** means an entity to which Customer distributes the Logi Analytics Software as part of an Integrated Product pursuant to a Deployment License or to which Customer grants access as part of an Integrated Product pursuant to a Hosted License, in accordance with the terms set forth below.

    c. **"Customer Product"** means Customer's software or product identified on the applicable Order Form with which the Logi Analytics Software is Integrated pursuant to a Deployment License.

    d. **"Customer Website"** means any page or URL on the World Wide Web, the content of which is controlled, owned or validly licensed by Customer.

    e. **"Deployment License"** means the rights and licenses granted to Customer in accordance with the terms set forth below.

    f. **"Development License"** means the rights and licenses granted to Customer in accordance with the terms set forth below.

    g. **"End User"** means one (1) individual who is licensed or is authorized to use the Integrated Product or licensed to access the features and functions of the Integrated Product through the Customer Website.

    h. **"Hosted License"** means the rights and licenses granted to Customer in accordance with the terms set forth below.

    i. **"insightsoftware Marks"** means all insightsoftware trademarks, service marks, trade names, logos, business names, product names or slogans provided to Customer by Logi Analytics for purposes of enabling Customer to perform its obligations under this Agreement.

    j. **"Integrate"** means bundle, combine or integrate with or embed or incorporate into, and "Integrated with" and "Integration with" have correlative meanings.

    k. **"Integrated Product"** means the combination of the Logi Analytics Software Integrated with the Customer Product pursuant to a Deployment License or the combination of the Logi Analytics Software Integrated with the Customer Hosted Offering pursuant to a Hosted License.

3. **DEPLOYMENT LICENSE.** This Section 3 applies to Order Forms that indicate that insightsoftware has granted a Deployment License to Customer.

a. **Grant.** Subject to the terms and conditions in the Agreement, including these Module Licensing Description terms, insightsoftware hereby grants to Customer a limited, non-exclusive, non-transferable (except as provided in the Agreement), non-sublicenseable right and license during the Term (i) to copy the Logi Analytics Software (in object code only) and Integrate such copies of the Logi Analytics Software with a Customer Product in order to create an Integrated Product; and (ii) to market, promote, sublicense and distribute the Logi Analytics Software to Customer Licensees solely as part of an Integrated Product.

b. **Sublicensing.** Subject to the terms and conditions of the Agreement, including these Module Licensing Descriptions, including the licenses granted to Customer herein, Customer may grant to any Customer Licensee during the Term (i) a non-exclusive, non-transferable, non-sublicenseable revocable right and license to install and operate the Logi Analytics Software in accordance with the Documentation, solely as part of an Integrated Product and solely in machine-readable, executable, object-code or bytecode format, as applicable, on one (1) or more computer servers that are owned or operated by or on behalf of such Customer Licensee for such Customer Licensee's internal business purposes only, or (ii) any subset of, or lesser rights than, the foregoing rights and licenses; provided however, that no sublicense granted under this Section shall permit any Customer Licensee to provide the Logi Analytics Software or Integrated Product in a time-sharing, service bureau, application service provider or software-as-a-service arrangement. Customer shall distribute the Logi Analytics Software only as Integrated with a Licensee Product, and not on a stand-alone basis.

4. **HOSTED LICENSE.** This Section applies to Order Forms that indicate that insightsoftware has granted a Hosted License to Customer.

a. Subject to the terms and conditions of the Agreement, including these Module Licensing Description terms, insightsoftware hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicenseable right and license during the Term (i) to install and operate the Logi Analytics Software on the number of servers, if applicable, set forth in the Order Form and paid for by Customer, (ii) to Integrate the Logi Analytics Software into the Customer Hosted Offering to create an Integrated Product; and (iii) to use the Logi Analytics Software, solely in the form of machine-readable, executable object code, solely for purposes of permitting access to the features and functions of the Integrated Product through the Customer Websites for use by Customer Licensees for such Customer Licensees' internal business purposes only.

b. Customer shall grant Customer Licensees the right to access and use the Logi Analytics Software only as Integrated with a Licensee Hosted Offering, and not on a stand-alone basis.

5. **DEVELOPMENT LICENSE.** Subject to the terms and conditions of the Agreement, including these Module Licensing Description terms, insightsoftware grants to Customer, a limited, non-exclusive, non-transferable (except as provided below), non-sublicenseable right and license during the Term to use the number of copies of the Logi Analytics Software indicated as development copies in the applicable Order Form (the "Development Copies") solely for Customer's internal design and development of the Integrated Products, testing and the provision of maintenance and support to Customer Licensees. In return, Customer shall pay insightsoftware the fees for use of the Development Copies as set forth in the Order Form. The license granted in this Section does not include the right to utilize the Development Copies for Customer's own internal use. Development Copies may not be used in a production capacity nor distributed in any way.

6. **RESTRICTIONS.**

a. Customer shall not distribute the Logi Analytics Software other than to Customer Licensees in accordance with the Agreement, including the Module Licensing Description terms, or otherwise use, distribute or make available the Logi Analytics Software, except in strict accordance with the terms and conditions of the Agreement. Without limiting the generality of the foregoing, Customer shall not (i) copy or duplicate the Logi Analytics Software except as expressly permitted herein, (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Logi Analytics Software is compiled or interpreted, and Customer hereby acknowledges that nothing herein shall be construed to grant Customer any right to obtain or use such source code, (iii) distribute the Logi Analytics Software in any form other than the form delivered by insightsoftware to Customer or otherwise permitted under this Agreement, (iv) modify, further develop or create any derivative product from the Logi Analytics Software, except for the Integrated Product, without the prior written consent of insightsoftware, (v) permit use of, or access to, the Logi Analytics Software by any

Customer Licensee except as part of the Integrated Product, or (vi) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Agreement (except as may be expressly provided under the Agreement). The Logi Analytics Software contains certain third party software components. Customer may not use such third party software components independently from the Logi Analytics Software without the prior written consent of the owner of such software.

b. Customer shall undertake all measures necessary to ensure that its use of the Logi Analytics Software complies in all respects with any contractual or other legally binding obligations of insightsoftware to its third party licensors, provided that insightsoftware has notified Customer with respect to any such obligations. Customer shall not enter into any contractual relationship or other legally binding obligation with any third party which would have the purpose or effect of encumbering the use by insightsoftware of the Logi Analytics Software.

7. **CUSTOMER SUBLICENSING.** Customer agrees that either clause (a) or clause (b) below shall apply with respect to the use of the Logi Analytics Software by Customer Licensees.

a. Customer shall sublicense the Logi Analytics Software to each Customer Licensee as part of an Integrated Product, as the case may be, pursuant to an agreement directly between Customer and the Customer Licensee (the "Customer Licensee Agreement") governing the Customer Licensee's use of the Logi Analytics Software. Each Customer Licensee Agreement shall (i) be consistent with the terms of these Module Licensing Description terms, (ii) provide at least the same protections for insightsoftware and the Logi Analytics Software as these Module Licensing Description terms, and (iii) at a minimum: (a) restrict access to and use of the Logi Analytics Software to machine-readable, executable, object-code or bytecode form only; (b) prohibit use of the Logi Analytics Software by any third party other than the Customer Licensee for the Customer Licensees' internal business purposes; (c) prohibit use of the Logi Analytics Software by the Customer Licensee in any time-sharing, service bureau, application service provider or software-as-a-service arrangements or services, including any use to provide services or process data for the benefit of, or on behalf of, any third party; (d) prohibit any other transfer or conveyance of the rights or licenses granted to the Customer Licensee; (e) prohibit causing or permitting the reverse engineering, disassembly or decompilation of the Logi Analytics Software; and (f) cause insightsoftware to be a third party beneficiary of Customer's rights under such Customer Licensee Agreement with respect to the Customer Licensees' use of, or obligations with respect to, the Logi Analytics Software, with full authority to enforce such rights against the Customer Licensee. Any such Customer Licensee Agreement shall further disclaim any and all warranties of insightsoftware to the Customer Licensee and liabilities of insightsoftware to the Customer Licensee for any losses or damages, whether direct or indirect, including incidental or consequential damages, arising from the use of the Logi Analytics Software. Customer agrees to strictly enforce its rights under each Customer Licensee Agreement; or

b. If Customer does not sublicense the Logi Analytics Software to Customer Licensee in accordance with all of the provisions of Section (a) above, Customer shall be fully responsible for all acts and omissions of each Customer Licensee, and any act or omission of a Customer Licensee that (i) is inconsistent with any provision of these Module Licensing Description terms or (ii) if undertaken by Customer, would constitute a breach of this these Module Licensing Description terms shall be deemed a breach of these Module Licensing Description terms by Customer.

8. **LICENSE TO INSIGHTSOFTWARE MARKS.**

a. Subject to these Logi Module Licensing Description terms and during the Term, Logi Analytics hereby grants to Customer a personal, limited, non-exclusive, non-transferable, non-sublicenseable right and license to use, copy and display the insightsoftware Marks solely in connection with its marketing and promotion of the Integrated Products. Additionally, Customer agrees to follow any trademark usage guidelines provided to Customer from time to time with respect to the insightsoftware Marks.

b. Customer shall include an appropriate trademark or service mark indicator ("™," "SM" or "®") with the first prominent use of each insightsoftware Mark and shall include the following legend on each document or page of a Customer Website on which an insightsoftware Mark appears: "[insightsoftware Mark] is the [registered] [trademark] [service mark] of insightsoftware, LLC. and is used with permission" (with the name of the insightsoftware Mark inserted and other bracketed terms deleted as applicable). Customer agrees that all use of each insightsoftware Mark, and all goodwill arising out of such use, shall inure to the sole benefit of insightsoftware.

    c.   Customer acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to any insightsoftware Mark except the limited right to use the insightsoftware Mark as expressly set forth in these Module Licensing Description terms. Customer shall not use any mark, word or design confusingly similar to any insightsoftware Mark and shall not register or attempt to register any insightsoftware Mark or any trademark confusingly similar to any insightsoftware Mark. insightsoftware shall retain the exclusive right to apply for and obtain registrations for any insightsoftware Mark throughout the world.

    d.   Notwithstanding the foregoing, at its own expense, Customer may incorporate the Documentation or a portion thereof into Customer's documentation. Additionally, Customer may remove the insightsoftware Marks from the Documentation and replace them with its own. Customer may use the documentation created by Customer internally or provide it to Customer Licensees. If any document created by Customer for provision to a Customer Licensee contains proprietary information of insightsoftware, a nondisclosure agreement that is no less restrictive than the nondisclosure agreement currently in effect between insightsoftware and Customer must be in place between Customer and such Customer Licensee before the document is provided to the Customer Licensee. If Customer creates a document which incorporates the Documentation or a portion thereof, Customer shall include all applicable copyright and proprietary rights notices that are contained in the Documentation in the document created by Customer.

    e.   ANY AND ALL AMENDMENTS, DELETIONS, EDITS AND/OR OTHER CHANGES TO THE DOCUMENTATION ARE MADE AT CUSTOMER'S RISK. IN NO EVENT SHALL INSIGHTSOFTWARE BE LIABLE FOR ANY CLAIM OR DAMAGES, TO CUSTOMER, CUSTOMER LICENSEE OR TO ANY THIRD PARTY, FOR THE ACCURACY OR COMPLETENESS OF ANY AMENDMENTS, DELETIONS, EDITS, SUPPLEMENTAL LANGUAGE OR OTHER CHANGES THE CUSTOMER OR ANY OTHER PARTY MAY MAKE TO THE DOCUMENTATION. Additionally, Customer agrees to defend, indemnify, and hold harmless insightsoftware at Customer's expense any claim made or action brought against insightsoftware, to the extent such claim or action is based on modification of the Documentation by Customer or a party acting on behalf of Customer. Customer shall have control of the defense and shall pay any amount awarded either as damages or costs in any such action, provided that insightsoftware promptly notifies Customer of the claim or action, and gives Customer the information and assistance it reasonably requests in defending and/or settling the action. Customer may, at its sole option and expense, negotiate a settlement or compromise of the claim or action (except that Customer shall not enter into any settlement of a claim that imposes any obligations upon insightsoftware without the consent of insightsoftware, which consent will not be withheld unreasonably).

9.   **RECORDS.** During the Term and for one (1) year thereafter, Customer shall keep accurate records of the number of copies of Integrated Product distributed to Customer Licenses pursuant to a Deployment License or the number of Customer Licensees that accessed or used the Integrated Product pursuant to a Hosted License. Within ten (10) business days after the end of each calendar quarter, Customer shall deliver to insightsoftware a completed and accurate report in the form attached hereto as Schedule 1 ("Quarterly Report of Distribution or Hosting of Integrated Product").

SCHEDULE 1

QUARTERLY REPORT OF DISTRIBUTION OR HOSTING OF INTEGRATED PRODUCT

Customer Name: _____

Customer Address: _____

_____

_____

<u>Deployment Customer:</u>

Total Number of Servers that the Integrated Product was distributed to during the Quarter: _____

Total Number of Servers that the Integrated Product was distributed to Term-to-date: _____

<u>Hosted Offering Licensee:</u>

Total Number of Customer Licensees/Users that accessed the Integrated Product during the Quarter: _____

Total Number of Customer Licensees/Users that accessed the Integrated Product Term-to-date: _____

Total Number of Servers and Processors currently in use to support the number of Customer Licensees/Users above: _____

Signed: _____

Print Name: _____

Date: _____