Commercial License and Support Agreement (CLSA)

In consideration of the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Company and WaveMaker agree as follows:

1. CERTAIN DEFINITIONS

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with company as of or after the Effective Date, for so long as such relationship is in effect (including Affiliates subsequently established by acquisition, merger or otherwise). For the purpose of the foregoing, an ownership interest of fifty percent (50%) or more of an entity shall be deemed to represent control of such entity.

"Company Application" means any application, product, software or program owned or controlled by Company and its Affiliates, and all enhancements and modifications thereof. No component of the Software or derivative work thereof shall be considered a "Company Application".

"Intellectual Property Rights" shall mean the worldwide intangible rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, patent applications, trade secrets, and know-how; (b) any work of authorship, including any copyrights, industrial designs, registration or moral rights recognized by law; (c) any trademarks, trade names, trade dress and associated goodwill; or (d) any other proprietary technology or material in which similar rights exist.

"License Term" shall mean the duration of the license to the Software granted pursuant to each Order.

"Open Source Software" shall mean all software licensed to WaveMaker, or by WaveMaker, to or by third parties, under licenses similar to those approved by the Open Source Initiative and listed at http://www.opensource.org/licenses/, including without limitation the GNU General Public License, the GNU Lesser Public License, the Artistic License, the Berkeley Science Division (BSD) License, and the Apache License.

"Order" shall mean an order form, subscription order, or product or service schedule (including but not limited to any exhibit hereto) executed in writing by the parties, or provided by WaveMaker and accepted electronically by a Affiliate, that sets forth the particular Software, tasks, milestones and other Services to be provided by WaveMaker hereunder, and pricing therefor, as such orders may be amended by the parties from time to time.

"Services" shall mean the Support Services and any other services to be performed and provided by WaveMaker under this Agreement or an Order.

"Software" shall mean the software, in object code or source code form, and any related documentation provided by WaveMaker under each Order, and all updates, upgrades, enhancements, new versions and new releases of the foregoing.

"Support Period" shall mean the period of time during which Company subscribes for and WaveMaker provides Support Services under this Agreement.

"Support Services" shall mean the maintenance and support services for the Software to be provided by WaveMaker under this Agreement as described in the applicable Order.

2. SCOPE OF THE AGREEMENT

This Agreement sets forth the terms and conditions that will govern WaveMaker's provision of Software and Services to Company and its Affiliates. Such Software and Services will be more fully described in Order(s) as the parties may agree.

3. LICENSE GRANT

3.1 Subject to the terms and conditions of this Agreement and each Order, WaveMaker grants to Company a limited, non-exclusive, worldwide, royalty free, non-transferable license and right, during the License Term of each Order, to: (a) install, use and allow use of the Software by Company and its Affiliates and their respective employees, agents and independent contractors for any purpose consistent with Section 3.2 in the operation of the business of Company and its Affiliates including the provision of Company services directly to its customers, clients, employees and business partners; (b) make and/or cause to be made by Company and its Affiliates

and their respective employees, agents and independent contractors, a sufficient number of copies of the Software to enable Company's use of the Software as permitted in this Agreement and the relevant Order; (c) copy and use the Software, on an unlimited basis, in Company and its Affiliates' non-production environments for the purpose of development, testing, back-up, disaster recovery, high availability, clustering and archival; (d) use the Software on any or all current and future operating systems and any or all current and future hardware platforms on which the Software is capable of running, regardless of hardware or operating system; (e) transfer the Software to other systems, hardware platforms or locations owned or controlled by Company or an Affiliate within any of Company's global computing environments without charge; and (f) transfer seat licenses among employees, agents and independent contractors of Company and its Affiliates. Company shall identify in each Order or notify WaveMaker in writing separately of any location outside the United States where the Software is installed or used by Company.

3.2 Company may use, copy, sublicense and deploy the Software solely as a runtime platform for development, testing, staging, production, hosting, distribution, demonstration, evaluation and technical support of Company Applications, including the right to deploy the Software on and through its own datacenters or any third party hosting providers utilized by Company and its Affiliates (collectively, "Permitted Uses"). Company may authorize the employees, agents, independent contractors, consultants, product vendors and service providers of Company and its Affiliates to use the Software for carrying out the Permitted Uses. The Permitted Uses shall further include the rights to: (a) create, use, reproduce and modify interfaces between the Software with Company Applications ("Connected Applications"); and (b) allow third parties under the terms of a Company license, sublicense and/or service agreement (a "Company Agreement") to interface with the Software when they run or manage Connected Applications.

3.3 No Company Agreement shall permit any end user, Affiliate, partner or other third party to use the Software in a manner inconsistent with the permitted use of the Software under this Agreement. Company, its Affiliates

and their respective end users may not: (i) modify the Software or permit or encourage any third party to do so, except as expressly provided herein or in the WaveMaker documentation accompanying the Software; (ii) rent, lease, or sell or otherwise provide temporary access to the Software to any third party, except as expressly provided herein; (iii) use the Software in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Software; (iv) use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; (v) modify, remove, or obstruct any copyright or other proprietary rights statements or notices contained within the Software; (vi) distribute the Software except pursuant to an enforceable written agreement that includes all the terms and restrictions required by this Agreement; or (vii) allow, assist or permit others to do any of the foregoing. Company agrees to not attempt, by decompilation, reverse-engineering, disassembly, or any method, to create or derive the source programs or any part thereof from the object program of the Software or from other information made available under this Agreement, except as permitted hereunder or by applicable law.

3.4 Copies of the Software are licensed only and not sold. Except for the rights licensed to Company in this Agreement, all right, title and interest in and to the Software and all Intellectual Property Rights therein shall remain exclusively with WaveMaker. Except as permitted herein, Company shall not directly or indirectly redistribute for commercial purposes or sublicense to any third party any Software, whether as a standalone product or in combination with any Company Applications.

4. SUPPORT SERVICES

4.1 Support Services shall be provided in accordance with the applicable Support Services schedule attached to or referred in each Order; provided, however, that if an Order does not expressly provide otherwise, Support Services shall be provided pursuant to the terms and conditions set out at http://www.wavemaker.com/legal/support-policy, which terms and conditions hereby are incorporated by reference. Fees for such Support Services are included in each Order.

4.2 Unless otherwise provided in an Order, each initial Support Period shall run from commencement of the License Term for the Software and continue until the first anniversary of the date thereof. Thereafter the Support Period may be renewed by Company for successive terms of twelve months each, subject to payment of the applicable Support Services fees in full.

4.3 So long as Support Services are paid for by Company, WaveMaker agrees to notify Company at least 12 months prior to the discontinuation of support of the Software in use at any time by Company, in order to afford Company reasonable time to receive, test and install the Software version or upgrades WaveMaker will continue supporting.

4.4 If WaveMaker in its discretion discontinues any material functions of the Software licensed to Company in future versions or releases (without providing upgrades that serve the same purposes) but offers those discontinued functions in other or new products, then, subject to payment of applicable annual Support Services fees, the portion of those other or new products which contain the functions in question, or the entire product if the functions cannot be separated out, shall be provided to Company, upon its election, under the terms of this Agreement and the Support Services at no additional cost to Company. If the Software provided to Company under this Agreement is replaced, renamed or re-branded for any reason, then, subject to payment of applicable annual Support Services fees, Company shall be entitled to the same license to use the replacement, renamed or re-branded product as Company currently has with respect to the Software at no additional charge to Company so long as the renamed or re-branded product is functionally equivalent, at a minimum, and the same conditions of use apply as the Software. Nothing herein shall limit WaveMaker's right to develop or modify future versions of the Software or other WaveMaker products as it sees fit in its sole discretion.

5. FEES

5.1 Company shall pay to WaveMaker the charges and fees as set forth in each Order. All fees and charges exclude applicable taxes and are quoted and payable in U.S. dollars.

5.2 Initial license and support fees shall be invoiced and payable as of the effective date of each Order unless otherwise provided in the Order. Other fees for Services, and monthly, quarterly or annual license fees for Software

will also be paid in the method and in the timeframe agreed in each Order. In the event any fees or charges not subject to bona fide dispute are not timely paid, without prejudice to any other remedies it may have, WaveMaker may suspend any or all Services (including any and all related licenses) upon notice to Company until payment in full is received. All amounts due under this Agreement will be paid by Company in full without any withholding, set-off, counterclaim or deduction. Company will promptly pay all federal, state, and local sales, use, value-added, personal property, and other taxes of a similar nature arising as a result of this Agreement, except for taxes on WaveMaker's net income.

5.3 All payment obligations are non-cancelable and all amounts paid are non-refundable. Company is responsible for paying for all seat licenses ordered for the entire License Term, whether or not such user licenses are actively used. WaveMaker reserves the right to modify fees and charges as of the start of each License Term or renewal thereof, and to introduce new charges at any time new features are added, upon at least 90 days prior notice to Company, which notice may be provided by e-mail. Company shall treat any pricing terms not publicly available at the WaveMaker website as WaveMaker Confidential Information.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and continue in effect while any License Term is in effect or performance by either party remains to be completed under any Order, subject to termination in accordance with subsection 6.2.

6.2 Either party may terminate this Agreement and any Order immediately upon written notice if the other party: (i) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (ii) makes an assignment for the benefit of creditors; or (iii) breaches any material obligation under this Agreement (including but not limited to payment obligations) and fails to cure such breach within 90 days after delivery of notice thereof by the non-breaching party.

6.3 Upon expiration or termination of the License Term of each Order, or earlier termination of this Agreement, Company's rights with respect to the Software under Section 3 and all Support Services relating to such Software

shall cease, and Company will discontinue use of such Software and Services.

7. WARRANTIES

7.1 Each of WaveMaker and Company warrants to the other that it has the right to enter into and perform this Agreement.

7.2 WaveMaker warrants that:

(a) For 90 days from delivery and acceptance of any WaveMaker Software and during any Support Period with respect to such Software (collectively, the "Warranty Period"), the Software will perform in accordance with the specifications expressly provided under each applicable Order in all material respects, as well as any additional mutually agreed upon criteria or specifications, and will be free from other material errors or defects;

(b) WaveMaker has sufficient rights in the Software, including any third party software combined, included or provided therewith, to grant to Company the rights granted under this Agreement and is not aware of any asserted or unasserted third party claims challenging or affecting any right granted hereunder;

(c) To the best of WaveMaker's knowledge, information and belief, all Software and media on which any Software is delivered hereunder shall be free of any and all: (i) "time bombs", time-out or deactivation functions or other means designed to terminate the operation of the Software (other than at the direction of Company or the user); (ii) "back doors" or other means whereby WaveMaker or any other party may remotely access and/or control the Software, a server (or other computer hardware or equipment) or Company's network without Company's express authorization; (iii) any functions whereby the Software transmits data to any destination not specified by Company or the user of the Software; (iv) copy prevention mechanisms; (v) functions or routines that will surreptitiously delete or corrupt data; and (vi) computer viruses;

(d) The Services will be performed in a professional and workmanlike manner with due care and diligence and to the standards of quality as is customary in the industry, in compliance with each Order and the terms and conditions of this Agreement;

(e) WaveMaker shall comply in all material respects with all federal, state and local rules and regulations applicable to WaveMaker in providing the Software and Services, and has obtained, or will timely obtain, any and all permits, licenses and third party consents to provide the Software and Services;

(f) To the best of WaveMaker's knowledge, information and belief, the Software and Services under this Agreement do not, and shall not, infringe upon any Intellectual Property Right of any third party; and

(g) WaveMaker has not used or incorporated into the Software any Open Source Software in such manner or form that would: (x) require any source code comprising any Company Application or Connected Application to be distributed or published; or (y) cause any Company Application or component thereof to become or deemed to be Open Source Software.

If the Software or Services do not perform as warranted above, and provided that such failure to perform can be cured, Company shall notify WaveMaker in a writing specifying the nature and extent of the breach. WaveMaker shall use diligent efforts to cure the breach as promptly as possible. Company shall have ten (10) business days from the date WaveMaker re-performs the Service or delivers the revised Software, as the case may be, to determine whether the breach has been corrected, and Company within a reasonable time shall verify the absence or existence of any remaining breaches. WaveMaker will continue for as long as necessary to use reasonable best efforts to correct any and all breaches of any warranties reported within the Warranty Period.

THE WARRANTIES EXPRESSLY SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE OR GRANTED BY WAVEMAKER WITH RESPECT TO THE SOFTWARE AND SERVICES AND SUCH WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.   EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED ABOVE, THE WAVEMAKER SERVICES ARE PROVIDED ON AN "AS

IS," "AS AVAILABLE" BASIS. REGARDLESS OF ANY COURSE OF DEALING, PROMOTIONAL LITERATURE OR OTHER ACTIONS APPARENTLY CREATING A WARRANTY, WAVEMAKER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THE FUNCTIONAL CHARACTERISTICS OR PERFORMANCE OF THE SOFTWARE OR SERVICES OR THE BENEFITS TO BE OBTAINED BY CUSTOMER FROM USE OF THE SOFTWARE OR SERVICES.

7.3 Company represents and warrants to WaveMaker that the Company's development, deployment, licensing, sale and operation of each Company Application (a) currently comply and will continue to comply in all material respects with all applicable laws, decrees, directives, legislative enactments, orders, ordinances, regulations, rules or other binding requirements of or by any governmental authority, and (b) do not and shall not infringe upon any Intellectual Property Right of any third party.

8. LIMITATIONS OF LIABILITY.

WAVEMAKER, ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND ADVISORS ("THE WAVEMAKER PARTIES") SHALL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO COMPANY, ITS AFFILIATES, END USERS, COMPANY CUSTOMERS OR ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNATIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST DATA, OR LOST REVENUES (COLLECTIVELY "EXCLUDED DAMAGES") , WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE WAVEMAKER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. EXCEPT FOR CLAIMS BASED ON GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE WAVEMAKER PARTIES TO COMPANY OR ANY THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO ANY ORDER (OR THIS AGREEMENT OR THE SUBJECT MATTER THEREOF), EXCEED THE AMOUNT PAID BY COMPANY TO WAVEMAKER UNDER SUCH ORDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIMS.

9. INDEMNIFICATION

9.1 By Company. To the extent any claim, suit or action by any third party against the WaveMaker Parties arises out of or is related to: Company's breach of this Agreement or breach of any agreement, commitment or obligation to any Company customer, end user of a Company Application or other third party; or Company's violation of any law, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding requirement of or by any governmental authority, Company, at its expense, shall defend such claim, suit or action, and shall indemnify and hold harmless the WaveMaker Parties from and against any reasonably incurred expenses (including legal fees) and all damages assessed or awarded by a court or other tribunal of competent jurisdiction in connection therewith.

9.2 By WaveMaker. Subject to Company's obligations under Section 9.1, to the extent any claim, suit or action by any third party against Company arises out of or is related to (a) any breach by WaveMaker of the representations and warranties set forth in Section 7.2, or (b) the infringement of a third party Intellectual Property Right attributable to the Software or other Services, WaveMaker, at its expense, shall defend such claim, suit or action and shall indemnify and hold harmless Company from and against any and all damages, costs, liabilities and expenses (including attorney fees) assessed or awarded by a court or other tribunal of competent jurisdiction in connection therewith. Indemnification against infringement claims will not be provided to the extent any such claim is attributable to any modification of the Software or combination of Software with a Company Application or third party components or services not provided or recommended by WaveMaker. This Section 7.2 shall be Company's sole and exclusive remedy for any infringement actions regarding the subject matter hereunder.

9.3 Indemnification Procedures. The parties' obligations under Section 9.1 (By Company) and Section 9.2 (By WaveMaker) shall be contingent on the indemnified party giving the indemnifying party prompt written notice of a claim, provided, however, that failure of a party to give prompt notice shall not relieve the indemnifying party from its obligations under this Agreement unless the indemnifying party's ability to defend or the defense is materially prejudiced by such failure. The indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim. The indemnifying party shall have the right to assert any defenses, causes of action or counterclaims

arising from the subject of the claim available to the indemnified party and its affiliates, and shall also have the right to negotiate a settlement of the claim, subject to the indemnified party's prior written consent to the extent such settlement affects the rights or obligations of the indemnified party, which shall not be unreasonably withheld or delayed. The indemnified party shall provide the indemnifying party with reasonable assistance, at the indemnifying party's expense.

10. CONFIDENTIAL INFORMATION

10.1 Each party agrees that information concerning the other's party business (including that of all corporate affiliates and subcontractors) is "Confidential Information" and proprietary to that party and shall be maintained in confidence and not disclosed, used or duplicated, except as described in this Section. Confidential Information may include, without limitation, information relating to and identified with customers, financial information, business strategy, intellectual property, software and software documentation, data, inventions, know-how, processes, information related to the party's current, future, and proposed products and services, and the terms of this Agreement.

10.2 The receiving party may use Confidential Information only in connection with performance under this Agreement. Except for performance of this Agreement and each Order, the receiving party shall not copy the disclosing party's Confidential Information or disclose such Confidential Information to persons who do not need such Confidential Information in order to perform under this Agreement.

10.3 The limitations on disclosure or use of the Confidential Information shall not apply if the Confidential Information: (i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the other party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the other party; (iii) becomes generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement; or (iv) was disclosed to the receiving party, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information.

10.4 If the receiving party is required by law to disclose the disclosing party's Confidential Information, the receiving party may do so without breaching this section, but shall first, if legally permissible, provide the disclosing party with prompt notice of such pending disclosure so that the disclosing party may seek to contest or limit such disclosure, and the receiving party shall provide reasonable assistance to the disclosing party therefore.

11. DISPUTE RESOLUTION

11.1 This Agreement shall be governed by and construed in accordance with the law of the State of California, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

11.2 Any controversy or claim relating to this Agreement that is not settled by the parties and is not the subject of an action for preliminary or permanent injunctive relief shall be determined by binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Any hearings required by the arbitrator or agreed to by the parties will be held in Santa Clara County, California. If the parties fail to appoint an arbitrator within thirty (30) days, the AAA shall select the arbitrator promptly thereafter. Each party shall pay its own out-of-pocket fees (including attorney's fees) and one-half the arbitrator's fees. The arbitral award will be final and binding, and may be entered and enforced in any court of competent jurisdiction. The parties agree that all such controversies or claims, including any negotiations, evidence and settlement terms, shall be treated as Confidential Information of WaveMaker under the confidentiality provisions of this Agreement, except that the award entered in any court need not be filed under seal.

11.3 Company acknowledges that in the event of a breach by Company of the licensing or confidentiality provisions of this Agreement, WaveMaker will suffer irreparable injury not compensable by money damages for which WaveMaker will not have an adequate remedy at law and therefore WaveMaker will be entitled (in addition to money damages) to injunctive or other equitable relief to prevent or curtail any breach thereof, threatened or actual. Each party hereby consents to the exclusive jurisdiction of, and venue in, any Federal or State court of competent jurisdiction located in

Santa Clara County, California, for the adjudication of any request for injunctive relief hereunder.

12. MISCELLANEOUS

12.1 This Agreement supersedes all prior oral or written negotiations and discussions of the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification. amendment, supplement, or waiver of any of the provisions hereof shall be binding upon any party hereto unless made in writing and signed by the duly authorized officer of the parties hereto. This Agreement may not be assigned by Company without the prior written consent of WaveMaker, and any attempt to do so shall be null and void. This Agreement may be assigned by WaveMaker without the consent of Company. If any provision hereof shall for any reason be declared to be void or illegal, the enforceability of this Agreement or any other provision hereof shall not be affected. In addition, the parties agree that such void or illegal provision shall be construed in a manner designed to effectuate its purpose to the fullest extent enforceable under applicable law. All remedies set forth in this Agreement are cumulative and in addition to and not in lieu of any other remedy the party may have at law or in equity. Neither party shall be responsible for any delay or failure in performances resulting from acts wholly beyond its control. Such acts shall include, without limitation, an act of God, an act of war or terrorism, a riot, an epidemic, fire, flood, or an act of government,. Notwithstanding any expiration or termination of this Agreement, the rights and obligations set forth in paragraphs 3.3, 3.4, 6.3 and 8 through 12 shall survive such termination and remain in full force and effect.

12.2 The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. No third-party beneficiary rights are granted as a result of or pursuant to this Agreement. Any notice required under this Agreement shall be in writing and may be delivered by email, courier or certified mail with tracking and delivery confirmation, to the address indicated in the Order or such new address sent to the other party in accordance with this Section 12.2.