**Fuse IDE 2.1 User License Agreement**

PLEASE READ THE TERMS OF THIS END USER LICENSE AGREEMENT (AGREEMENT) CAREFULLY BEFORE INSTALLING FUSE TOOL. BY INSTALLING FUSE TOOL OR USING THE DOCUMENTATION PROVIDED WITH FUSE TOOL, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU ARE INSTALLING OR USING THIS ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY AND, ACCORDINGLY, THE ENTITY IS BOUND BY THER TERMS OF THIS AGREEMENT.

THIS AGREEMENT is made by and between FuseSource (as defined herein) and You and/or Customer (as defined herein). The license grants in this Agreement are expressly contingent upon Customer's actual purchase of, and payment for, a FuseSource Subscription (as defined

herein) for the Fuse Product, Fuse Tools and Documentation (as defined herein).

1. CERTAIN DEFINITIONS.

1.1 Customer or You means the purchaser or user of the FuseSource Subscription.

1.2 Documentation means all documentation which accompanies, or is included in, the Fuse Products and/or Fuse Tool(s).

1.3 Evaluation License means a limited license as further detailed in Section 2 below granted to those organizations upon completion of the online registration process.

1.4 Evaluation Licensee means the entity using the Fuse Product, Fuse Developer Tooling and any and all Documentation as set forth in Section 2.

1.5 FuseSource means FuseSource Corporation.

1.6 Fuse Product means the FuseSource open source software product(s) obtained directly from FuseSource.

1.7 FuseSource Subscription means the agreement pursuant to which Customer has purchased support and subscription services from FuseSource for the Fuse Product, Fuse Tool and Documentation for the period stated within such subscription agreement.

2. Fuse Tool means the Fuse IDE v. 2.1 tooling for use with certain Fuse Products.

3. EVALUATION LICENSES

3.1 General. In the event this is an Evaluation License (as defined above) the special license terms contained in this Section

2.1 shall apply to Customer's use of the Fuse Product, Fuse Tool and any and all Documentation. In the case of conflicts or supplemental provisions between the other Sections of this Agreement the terms of this Section 2 shall prevail.

3.2 Evaluation License. If you register and download/activate the Fuse Product, Fuse Tool and any Documentation without [a Subscription Agreement] ("Evaluation Fuse Tool") you may use the Evaluation Fuse Tool until the Expiration Date only to evaluate the suitability of the Evaluation Fuse Tool for the purpose of entering a FuseSource Subscription. In such case, the Fuse Product, Fuse Tools, Documentation, Fuse Tools are licensed to you subject to the terms of this "EVALUATION LICENSES" section.

3.2.1 In lieu of the license granted in Section 3 below, FuseSource grants Evaluation Licensee, a nonexclusive, nontransferable, limited term license to use, copy and deploy the Fuse Product, Fuse Tool and the Documentation (i) solely in connection with evaluation, (ii) within Customer's internal business operations, (iii) at Customer's premises, (iv) for evaluation, demonstration, prototyping, testing, and/or proof of concept purposes only, and (v) for a period of note more than sixty (60) days.

3.2.2 Notwithstanding anything to the contrary set forth in this Agreement, Fuse Products, Fuse Tools and Documentation being licensed on an evaluation basis are not eligible for FuseSource Subscription except by special written arrangement between FuseSource and Customer.

3.3 Evaluation Fuse Product, Fuse Tool and Documentation Warranty Disclaimer. The Fuse Product, Fuse Tool and any and all Documentation are provided to you "as is" without warranty of any kind, whether express, implied, statutory, or otherwise. FUSESOURCE AND ITS LICENSORS BEAR NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE FUSE PRODUCT, TOOLS AND DOCUMENTATION FOR EVALUATION THROUGH AND AFTER THE EXPIRATION DATE.

3.4 No Subscription or Support Services. FuseSource has no duty to provide support to you during your use of the Evaluation Fuse Product, Fuse Tool and Documentation.

4. LICENSE. Subject to this Agreement, and payment of any appropriate fees for the FuseSource Subscription, FuseSource grants Customer the nonexclusive, nontransferable, worldwide, limited term license to use, copy and deploy the Fuse Tool and the Documentation (i) solely in connection with the Fuse Product, (ii) within Customer's internal business operations, and (iii) for the remainder of the Subscription Period.

4.1 Customer may not: (a) display, disclose, sublicense or distribute the Fuse Tool to third parties; (b) modify, adapt, alter, recast, transform, translate or create derivative works from the Fuse Tool; (c) distribute, sublicense, lease, rent, sell, loan or otherwise transfer the Fuse Tool to any third party; (d) reverse engineer, decompile, or disassemble the Fuse Tool; (e) copy or distribute the Documentation or any portion thereof; or (f) use the Fuse Tool other than in accordance with the foregoing usage rights. Customer may not remove, alter or obscure in any way any proprietary rights notices (including copyright notices) of FuseSource or its licensors on or within the copies of the Software and the Documentation furnished by FuseSource to Customer. Customer shall promptly report to FuseSource any actual or suspected violation of this section and shall take all further steps that may reasonably be requested by FuseSource to prevent or remedy any such violation.

4.2 Customer shall ensure that all applicable fees are properly paid. Use of Fuse Tool in violation of Section 3.1 and failure to pay fees when due are each a material breach of this Agreement. If Customer has a valid license to a previous version of the Fuse Tool and a Fuse Tool update is provided, the Fuse Tool update shall not correct or excuse violations of previous licenses. If an earlier license is terminable or terminated by FuseSource for breach by Customer, this Agreement and the license granted herein may also be terminated simultaneously at FuseSource's sole discretion. Fuse Tool updates shall be subject to the terms and conditions of the license agreement accompanying such Fuse Tool update.

5. OWNERSHIP. Customer acquires no right, title, or interest in the Fuse Tool other than the license granted by FuseSource hereunder.

6. PROPRIETARY NOTICES. Customer shall not remove any trademark, tradename, copyright, or other proprietary notice from the Fuse Tool, including on any notice or boot up screen, and shall not delete such notices from any copies or back-up copies of the Fuse Tool. Customer may not delete any embedded proprietary notices on any portion of the Fuse Tool.

7. TERMINATION.

7.1 In addition to any remedies it may have, FuseSource may terminate this Agreement and the license granted hereunder in the event of a breach by Customer of any of the provisions of this Agreement which breach has not been remedied within thirty (30) days (or in the case of monetary amounts past due, within ten (10) business days) or in the event Customer becomes insolvent or is the subject of any bankruptcy or insolvency proceeding.

7.2 Upon termination of this Agreement in the event of a breach by Customer, Customer shall no longer have any right to use the Fuse Tool and Customer shall return to FuseSource all tangible copies, and destroy all intangible copies of Fuse Tool in Customer's possession or control.

7.3 The provisions of Sections 5 through 12 and the definitions of this Agreement shall survive the termination of this Agreement (for any reason).

8. EXPORT ADMINISTRATION. Customer shall not import, export or re-export the Fuse Tool to or from any country in contravention of any applicable import or export laws. Upon written request, FuseSource shall provide reasonable Fuse Tool information to assist Customer in discharging its obligations under this section.

9. GOVERNMENT END-USERS. With respect to any Fuse Tool that is acquired by or for the U.S. federal government (the Government) or by any prime or subcontractor (at any tier) under any contract, grant, cooperative agreement or other arrangement with the Government, by accepting delivery of Fuse Tools the Government agrees that such Fuse Tool qualifies as commercial computer software or commercial computer software documentation within the meaning of the Government acquisition regulation(s) and that the terms and conditions of this Agreement shall govern the Government's use and disclosure of Fuse Tool(s) and supersedes all

other terms and conditions. With respect to acquisitions of Fuse Tool governed by DFARS Subpart 227.4 (October 1988): Restricted Rights, use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (October 1988). For the purposes of this Agreement all references to specific DFARS shall be deemed to be references to successor clauses howsoever numbered or named.

10. DISCLAIMER OF WARRANTY. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, FUSESOURCE PROVIDES THE FUSE TOOL ON AN "AS IS"

BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE FUSE TOOL AND ASSUMES ANY AND ALL RISKS ASSOCIATED WITH CUSTOMER'S EXERCISE OF PERMISSIONS UNDER THIS AGREEMENT. FuseSource does not warrant that FuseSource Subscription provided to Customer will operate in an uninterrupted, error-free or secure manner.

11. LIMITATION OF LIABILITY. IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR

OTHERWISE, UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, SHALL FUSESOURCE BE LIABLE TO CUSTOMER FOR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OR INABILITY TO USE THE FUSE TOOL (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES), EVEN IF FUSESOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. GENERAL.

12.1 AMENDMENT; WAIVER. No modification or waiver of any provision of this Agreement shall be binding unless specifically agreed in a writing signed by both parties. Any failure or delay in exercising or enforcing any of the rights or remedies granted hereunder shall not operate as a waiver thereof. No waiver by a party of any breach of this Agreement shall operate as a waiver of any other or subsequent breach.

12.2 ASSIGNMENT. This Agreement and rights granted hereunder may not be assigned, sub-licensed or transferred by Customer without the prior written consent of FuseSource.

12.3 FORCE MAJEURE. Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Agreement due to any cause outside its reasonable control, including strikes, lock-outs, acts of God, war, riot, terrorist or threat of terrorist attack, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply, failure or delay on the part of any subcontractor beyond the subcontractor's reasonable control. This Section 12.3 shall not excuse Customer from the payment of money when due.

12.4 NOTICES. All notices and requests in connection with this Agreement to be sent to FuseSource shall be given in writing and shall be sent by facsimile, hand delivery, overnight courier or mail which provides proof of delivery to the parties Attention: Legal Department, at the addresses for the applicable FuseSource Licensor set forth below, or to such other address as may be specified in writing, and shall be deemed given on the day of receipt or the date evidenced on the proof of delivery, whichever is earlier.

12.5 HEADINGS. Section headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

12.6 SEVERABILITY. If any provision of this Agreement is found invalid or unenforceable, that provision shall be reformed, construed and enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full force and effect.

12.7 Intentionally Omitted.

12.8 MARKETING. FusesSource may identify Customer as a FuseSource customer in public statements and publications.

12.9 LAW AND JURISDICTION. Regardless of which is the FuseSource Licensor, or where the Fuse Tool is used, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the exclusive venue and jurisdiction shall be the federal and state courts located in the Commonwealth of Massachusetts. In all instances, the United Nations Convention for the International Purchase and Sale of Goods shall not apply.

12.10 AUDIT. Upon request, Customer shall certify in writing its uses of Fuse Tool and that it has paid all appropriate FuseSource Subscription fees. FuseSource shall have the right to audit Customer's compliance with its obligations under this Agreement. Any audit shall be conducted during normal business hours, with as little disruption of Customer's business as is reasonably possible. Audits shall be at FuseSource's sole expense, unless an audit shows that Customer is using the Fuse Tool in violation of this Agreement or FuseSource Subscription fees are owed to FuseSource by Customer, in which case the Customer shall reimburse FuseSource for all costs incurred in connection with the audit and collection of amounts due. Customer shall pay all fees the audit shows to be due not later than thirty (30) days after the auditors' report is made available to Customer. FuseSource may use the audit report solely to enforce its rights under this Agreement and shall otherwise treat the audit report as Confidential Information (defined below).

12.11 DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute arising under this Agreement through the informal means described in this paragraph. Each party shall appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives shall provide to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and relevant. The representatives shall negotiate in good faith to resolve the dispute without the need for any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of (i) the designated representatives mutually conclude that resolution through negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file for formal proceedings earlier solely to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

12.12 ADDITIONAL INFORMATION. The Fuse Tool may contain or be accompanied by certain non-proprietary components created and separately licensed to Customer by third parties. Some of these third-party software components are identified in, and subject to, special license notices, terms and/or conditions set forth in a “notices.txt” and/or “dependencies.txt” file and/or license directory accompanying the Fuse Tool.

12.14 ENTIRE AGREEMENT. Both parties agree to be bound by the terms of this Agreement and that this Agreement constitutes the entire agreement of the parties and supersedes all previous licenses relating to the Fuse Tool, and all communications, oral or written, relating to the subject matter hereof. No representations or statements made by either party, which are not expressly stated herein, shall be binding on such party. Notwithstanding any language on any other document to the contrary, the terms of this Agreement shall take precedence over any purchase order or other document issued by Customer. All terms and conditions on any other document that are not expressly accepted by FuseSource in writing with reference to modification of this Agreement shall be null, void and of no legal effect.