FLEXIT ANALYTICS SOFTWARE
END USER LICENSE AGREEMENT ("EULA")

THIS END-USER LICENSE AGREEMENT ("AGREEMENT") CONSTITUTES A
BINDING LEGAL AGREEMENT BETWEEN YOU AND FLEX ANALYTICS, INC
("COMPANY"), AND ESTABLISHES THE TERMS AND CONDITIONS, BY WHICH
YOU AS AN END USER ARE PERMITTED TO INSTALL AND USE THE LICENSED
SOFTWARE (AS DEFINED BELOW). BY DOWNLOADING, INSTALLING AND/OR
USING THE SOFTWARE, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND
AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE
ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER, OR YOUR
CLIENT ("YOU" REFERS TO THAT ENTITY AS WELL), YOU REPRESENT AND
WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. IF NOT, THEN THIS
AGREEMENT BINDS YOU PERSONALLY.

1. DEFINITIONS

"Authorized User" means those uniquely identified individuals for which the applicable
license fees have been paid, as stated on the Order Document, who are authorized by you to
install and/or use the Software.

"Derivative Works" shall mean a work that is based upon one or more preexisting works,
such as revision, modification, translation, abridgment, condensation, expansion or any other
form in which such a preexisting work may be recast, transformed, or adapted, and that, if
prepared without authorization by the owner of the preexisting work, would constitute
copyright infringement. As used in this Agreement, Derivative Works applies to a your works
derived in whole or in part using the Software and the Source Code therein.

"Documentation" means any supporting product help and technical specifications
documentation provided by Company with the Software to you.

"Intellectual Property Rights" means patent rights (including, without limitation, patent
applications and disclosures), copyrights (including, without limitation, rights in audiovisual
works and moral rights), trade secrets, trademarks, know-how and any other intellectual
property rights recognized in any country or jurisdiction in the world.

"Order Document" means the document or order form created when you enter into this
Agreement, which includes the specific Software covered by the Agreement, your payment
information, the number of Authorized Users, and any other relevant information. Each Order
Document, which references this Agreement, shall be deemed a part of this Agreement.

"Security Features" means any security mechanisms available for the purpose of preventing
any unauthorized user from accessing the Software, including those features implemented
after the execution of this Agreement any other optional feature designed to prevent use of
the Software by any unauthorized user.

"Software" means the proprietary Company software product(s) provided in connection with
this Agreement in either source code or object code form (or as otherwise specified in any
related Order Document). "Software" shall include any updates that Company provides to
you under this Agreement. Unless otherwise noted, Software, Source Code and
Documentation are referred to collectively herein as "Software".

"Source Code" means the proprietary Company software product(s) provided in connection
with this Agreement in source code form.

"Third Party Software" means IBM Cognos software validly licensed by IBM or an
authorized reseller.

2. GRANT OF LICENSE

2.1. Subject to your compliance with the terms and conditions of this Agreement and a valid Third Party Software license, Company hereby grants to you a perpetual, non-exclusive, non-transferable, non-sublicensable license to install and use the Software for your own internal use by Authorized Users to produce reports. You must ensure that all Authorized Users have consented to this Agreement prior to using the Software, and that the number of Authorized Users accessing and using the Software is equal to the number of Authorized Users for which the necessary fees have been paid. You are permitted to create copies the Software solely for data protection, archiving and backup purposes.

2.2. Software shall be deemed delivered upon the earlier of: (a) the Company making it available to you for download; or (b) its installation by the Company (each, a "Delivery").

2.3. Company grants you the right to use and modify the Source Code solely for internal use, and for the sole purposes of data analysis, developing and testing and otherwise facilitating your use of the Software to the extent permitted under this Agreement ("Sample Code").

2.4. If you are modifying or developing the Source Code in the Software the following conditions apply to you: (a) You may use the modified source code solely for internal use and strictly subject to the terms and conditions of this Agreement as they apply to the Software; (b) Company shall retain all rights, title and interest in and to all corrections, modifications and Derivative Works of the source code created by you, including all copyrights subsisting therein, to the extent such corrections, modifications or Derivative Works contain copyrightable code or expression derived from the Source Code.

3. LICENSE RESTRICTIONS

Except as permitted in Section 2 above, you shall not:

3.1. Extract, decompile, modify, reformat, translate, reverse-engineer, assemble, or remove or disable any Security Features of the Software or other Company property;

3.2. Duplicate, share, license, sell, rent, lease, transfer, assign, distribute, offer or otherwise commercially exploit the Software, or any portion thereof, to any third party by any means without the express written consent of Company, except as expressly set forth in this Agreement.

3.3. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices contained in the Software.

3.4. Create any customization, variant, adaptation or Derivative Work of any Software, except as permitted under this Agreement, that incorporates or imitates the Source Code, data, design, or design statistics of, or that is substantially similar to, the Software.

3.5. Install or use the Software on any computer, except as specified by this Agreement or your Order Document, or in any manner that allows any person or computer to access the Software other than as expressly provided for in this Agreement or the Order Document, or permit or enable any other person or computer to use the Software in any way; or continue to use the Software, after termination of your Agreement.

3.6. You shall be fully responsible for all use of the Software by any person who gains access to it pursuant to the terms and conditions of this Agreement, including without limitation the Authorized Users, or as the result of any act or omission by you in violation of this Agreement.

4. PROPRIETARY RIGHTS AND OWNERSHIP

4.1. You acknowledge that you are obtaining only a limited license to the Software and that Company is the exclusive owner of all worldwide right, title and interest in and to the Software being licensed. You acknowledge that no ownership rights are being conveyed to you under this Agreement or otherwise, irrespective of the use of words like, "sale" and "purchase" or similar terms. You acknowledge that Pursuant to that and to the extent permitted therein, Company shall be the exclusive owner of all worldwide right, title and interest in and to any and all modifications, customization, variations, alterations or adaptations of the Software, or Sample Code (individually and collectively, the "Modifications"), based on or substantially similar to, the Software, inclusive of all Derivative Works regardless of who made such Modifications or Derivative Works. If you make or cause to be made any such Modifications, you shall immediately provide Company with all copies of such Modifications made by or for you, and Company may terminate this license pursuant to this Agreement.

4.2. You will safeguard Company's Source Code, and will use your reasonable efforts to protect Company's Intellectual Property Rights in the Software and will promptly report to Company any infringement or other violation of such rights of which you become aware.

5. PAYMENT AND TAXES

5.1. You shall pay all fees associated with the Software licensed and any services purchases hereunder as set forth on the applicable Order Document. All payments shall be made in the currency noted on the applicable Order Document within thirty (30) days of the Delivery of the Software to you. All amounts paid pursuant to this Agreement are non-returnable and nonrefundable. No exceptions will be made. Not all payments/fees will include, and you are responsible for paying any applicable sales, use, gross receipts, excise, import, export, value added or similar taxes.

6. UPDATES AND UPGRADES

6.1. Nothing in this Agreement shall be construed to obligate Company to provide upgrades or updates of the Software to you under any circumstances. To the extent upgrades or updates are provided, they shall be provided to you on a license exchange basis, and you agree that by using an upgrade or update you voluntarily terminate your right to use any previous version of the Software. Upgrades and updates may be licensed with additional or different terms and fees.

7. TRANSFER OF RIGHTS PROHIBITED

7.1. You shall not sell, lease, sublicense, or otherwise assign or transfer (each, a "Transfer") any rights, duties or obligations under this Agreement, in whole or in part, to any person, including by merger or operation of law. Any Transfer in violation of this Agreement will be null and void.

8. TERM AND TERMINATION

8.1. This Agreement is effective as of the Delivery of the Software and expires at such time as all license and service subscriptions hereunder have expired in accordance with their own terms under the Order Document or by an Authorized Reseller, and shall be specified at the time of purchase (the "Term").

8.2. Either party may terminate this Agreement (including all related documents) if the other party: (a) fails to cure any material breach of this Agreement within 30 days after written notice of such breach, provided that Company may terminate this Agreement immediately upon your failure to comply with the terms under 3 (License Restrictions) or if you exceed the scope of the license granted under Section 2 (Grant of License) of this Agreement.

8.3. Company may terminate this Agreement or suspend your right to use the Software upon written notice to you if: (a) you stop or suspends doing business; (b) you become insolvent or become subject to any bankruptcy or insolvency proceeding under federal or state law (unless the proceeding is removed or dismissed within sixty (60) days from the filing date) or becomes subject to direct control of a transferee, receiver, or similar authority or make an assignment for the benefit of creditors; or (c) as a result of an acquisition, merger, reorganization or strategic business relationship, you become a competitor of Company (by developing, licensing, or distributing similar or related software or services) or, in Company's reasonable opinion, are likely to become such a competitor of Company.

8.4. The termination of this Agreement shall automatically terminate and extinguish the licenses granted herein. Upon any such termination, you shall immediately cease any and all use of the Software and destroy original and all copies thereof and notify Company in writing.

8.5. In lieu of termination, Company shall reserve the right to (a) require that you immediately cease any unauthorized use in violation of the terms of this Agreement and (b) assess additional fees for the unauthorized use.

8.6. Company's rights and remedies under this Agreement shall be cumulative and not exclusive of any other rights or remedies provided hereunder or by law.

8.7. Survivability; Sections 3 (License Restrictions), 4 (Proprietary Rights and Ownership), 5 (Payment), 8 (Term and Termination), 9 (Limited Warranty and Disclaimer), 10 (Disclaimer of Liability), 11 (Indemnification), 13 (Confidential Information), and 15 (General) shall survive any termination or expiration of this Agreement.

9. LIMITED WARRANTY AND DISCLAIMER

9.1. Company warrants to you that for a period of thirty (30) days from the Delivery (the "Warranty Period") the Software shall operate in substantial conformity with the Documentation. Company does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Company's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Company's sole discretion, to use commercially reasonable efforts to provide you with an error-correction which corrects the reported non-conformity, or if Company determines such remedies to be impractical within a reasonable

period of time, to refund the license fee paid for the applicable Software. Company shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial shipment of Software under an Order Document and does not renew or reset, for example, with the delivery of Software updates or maintenance releases.

9.2. The above warranty shall not apply: (1) if the Software is used with hardware or software not authorized in the Documentation; (2) if any Modifications are made to the Software by you or any third party; (3) to defects in the Software due to accident, abuse, or improper use by you.

9.3. Source Code as part of the Software is licensed "as is" and Company does not provide technical support for the Source Code.

9.4. YOU EXPRESSLY AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

9.5. Protection of Your Data. We do not maintain administrative, physical or technical safeguards for the security, confidentiality or integrity of Your Data. You must provide those safeguards which include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Software and prevent or address service or technical problems, (b) as compelled by law, or (c) as You expressly permit in writing.

10. DISCLAIMER OF LIABILITY

10.1. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SOFTWARE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE.

10.2. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE COMPANY LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SOFTWARE, AND THAT THE RISK OF THE SOFTWARE AND REALTED PRODUCTS AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

10.3. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF COMPANY AND ANY OF ITS AFFILIATES OR SUBSIDIARIES UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE.

10.4. REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10.5. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF COMPANY.

11. INDEMNIFICATION

11.1. You, at your own expense, shall indemnify Company against all losses, damages, claims, expenses (including attorneys fees and court costs) arising out of or resulting from (a) any use of the Software by you (unless and only to the extent the loss is attributable to a breach by Company of any obligation under this Agreement), (b) any breach by you of this Agreement, or (c) any actions by you or any third party that would constitute a breach of this Agreement if that third-party were a party to this Agreement and its obligations were substantially the same as your obligations.

12. AUTHORIZED RESELLER

12.1. If you received this Software under an agreement ("Partner Agreement") with an authorized Company reseller or partner ("Authorized Reseller") then, notwithstanding anything to the contrary in this Agreement: (a) your use of the Software is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third-party applications; and (b) you agree to pay the Authorized Reseller the fees agreed in the Partner Agreement and you have no direct payment obligations to Company for that purchase under Section 5 above. If your warranty and support terms stated in your Partner Agreement are different from those under this Agreement, then Company has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 9 still apply to you). Notwithstanding anything in this Agreement to the contrary, (1) the Partner Agreement is between you and the Authorized Reseller and is not binding on Company. Company may terminate this Agreement (including your right to use the Software) in the event Company fails to receive payment for your use of the Software from the Authorized Reseller or if you breach any term of this Agreement. The Company and its affiliates and licensors shall be third party beneficiaries to the Partner Agreement.

13. CONFIDENTIAL INFORMATION

13.1. Each party agrees that all documentation, Source Code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any source code, software documentation, or technical information provided by Company (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Company without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not disclose or use except to the extent permitted under this Agreement any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving party, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

14. AUDIT

14.1. Upon Company's written request, you shall certify in writing that your use of the Software is in compliance with this Agreement and provide a current list of Authorized Users. With reasonable prior notice, Company may inspect the use of the licensed Software and your facilities and records to verify your compliance with the terms of this Agreement, including payment obligations. Any such inspection will take place only during your normal business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to the Software in a manner that is not permitted under this Agreement, then Company may terminate this Agreement and you shall be liable for the reasonable costs of the audit in addition to other payments, fees, damages and penalties that Company may be entitled to under this Agreement and applicable laws.

15. GENERAL PROVISIONS

15.1. Governing Law And Jurisdiction: This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflict of laws. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

15.2. Severability: If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to

the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

15.3. Waiver: No failure by either party to object to any breach of any provision of this Agreement shall constitute a waiver of such provision, a waiver of any other breach, or a waiver of any other provision of this Agreement.

15.4. Notice: All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in the Order Document or to such other address as may be specified by either party to the other in accordance with this Section.

15.5. Force Majeure: Except for the payment of any fees due and payable under this Agreement, neither party's delay in the performance of any duties or obligations under this Agreement will be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, failures in electric power or telecommunications services, or any other event beyond the control of the party, provided that the party suffering such delay immediately notifies the other party of the delay.

15.6. Relationship Of The Parties: Each of the parties shall act as an independent contractor under this Agreement and neither is now, nor in the future, an agent or legal representative of the other for any purpose. This Agreement shall not be construed to place the parties in the relationship of partners or joint venturers. Neither party will have the power to bind the other party or to incur any obligations on its behalf without the other party's prior consent.

15.7. Publicity: You grant to Company a non-exclusive, limited right to use Your name, trademarks, and logos (collectively, the "Customer Marks") in the production of marketing materials identifying You as a Company customer, provided that such use of the Customer Marks is in accordance with Your trademark and logo use guidelines, which You shall provide to Company. Such marketing materials shall include but not be limited to Company's websites, case studies, brochures, press releases, trade show displays, and presentations. This license shall survive the termination of this Agreement.

15.8. Export Control: You will comply fully with all relevant export laws and regulations of the United States ("Export Laws") to ensure that neither the Software, nor any direct product thereof or technical data related thereto is: (i) exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation.

15.9. Entire Agreement: This Agreement, including the Order Document, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party.

15.10. Equitable Relief: You hereby agree that any breach of this Agreement, including any unauthorized disclosure of the Confidential Information, would cause irreparable harm to Company, and that in the event of any breach or threatened breach; Company will be entitled

to obtain equitable relief in addition to any other remedy. Company's rights and remedies under this Agreement shall be cumulative and not exclusive of any other rights or remedies provided hereunder or by law.