

**EXHIBIT C**  
**OEM DISTRIBUTION TERMS**

**1. DEFINITIONS**

- 1.1 "Bundled Software" means a product listed in the Quote, which consists of the Products and Customer Products (to be distributed in binary form only and not as source code) distributed to End Users as a single package.
- 1.2 "End User" means an unaffiliated, third party customer of the Customer who is the user of the Bundled Software.
- 1.3 "OEM Distribution" means any distribution or use of the Products by a third party outside Customer's organization only as a bundled add-on or embedded component of an application either as an on-premise, or a hosted, or a software-as-a-service offering or a subscription service for which the distributor of the application receives a license fee or any form of direct or indirect compensation and whether for commercial or non-commercial purposes.
- 1.4 "Redistribution Cap" means the maximum number of units of Bundled Software as described in the Quote that are licensed to the Customer under this Exhibit.
- 1.5 "Customer Product(s)" means the computer hardware and/or computer software products owned or licensed by Customer as described in the Quote.

**2. LICENSE**

Limited to the Active Runtime cap on the Quote, ActiveState hereby grants to Customer and its subsidiaries and Customer and its subsidiaries hereby accept, a worldwide, non-exclusive, non-transferable right and license to use the Products as follows, until this Agreement expires or is terminated:

- i. to use the Products only with the Bundled Software directly or indirectly through Resellers, partners or subcontractors and to provide training to Resellers or End Users for the Bundled Software;
- ii. to use ActiveState's Trademarks solely in connection to market the Products in accordance with ActiveState's current style guidelines as such may be amended from time to time.
- iii. to copy, market and distribute the Products solely as part of the Bundled Software to Resellers for their redistribution to End Users provided that Licensee must:
  - a. cause each Reseller to enter into a written executed agreement ("Reseller Agreement") binding the Reseller to terms and conditions no less protective of ActiveState's rights and remedies than the terms of this Agreement.
- iv. to copy, market, sub-license and distribute the Products as part of the Bundled Software directly to End Users;
- v. to use, demonstrate, display and provide the Products as part of the Bundled Software to Resellers and/or End Users at no charge for evaluation only and not for sale solely for the limited purpose of promoting and marketing the Products as part of the Bundled Software;
- vi. to provide licenses of the Bundled Software to other software companies who wish to create integrations to the Bundled Software; and
- vii. to act as a non-exclusive, authorized distributor and sub-licensor of the Product(s), solely in combination with and as part of the Bundled Software to End Users and/or software partners directly or indirectly as a distributor or via Resellers.

**3. OBLIGATIONS AND WARRANTIES**

Customer warrants and agrees that it shall:

- i. be responsible for integrating the Products into the Bundled Software;
- ii. distribute any Product updates as a Bundled Software to Resellers, software partners and End Users licensed to use the Product solely in combination with and as part of a Bundled Software;
- iii. use ActiveState's trademarks solely on Bundled Software that are of a quality level at least comparable to the quality level of samples approved by ActiveState.