

EXHIBIT C
OEM DISTRIBUTION TERMS

1 DEFINITIONS

- 1.1 "Bundled Software" means a product listed in the Order Form, which consists of the Product and Customer Product(s) (to be distributed in binary form only and not as source code) distributed to End Users as a single package.
- 1.2 "Customer Product(s)" means the computer hardware and/or computer software products owned or licensed by Customer as described in the Order Form.
- 1.3 "End User" means an unaffiliated, third-party customer of the Customer who is the user of the Bundled Software.

2 LICENSE

- 2.1 Limited to the Usage Cap specified on the Order Form, and subject to the terms and conditions of this Agreement, ActiveState hereby grants to Customer and its subsidiaries a worldwide, non-exclusive, non-transferable right and license to use the Bundled Software as follows, until this Agreement expires or is terminated:
 - i. to use the Product only with the Bundled Software directly or indirectly through resellers, partners, or subcontractors and to provide training to resellers or End Users for the use of the Bundled Software;
 - ii. to use ActiveState's Trademarks solely in connection to market the Bundled Software in accordance with ActiveState's current style guidelines, which may be amended from time to time;
 - iii. to copy, market and distribute the Product solely as part of the Bundled Software to resellers for their redistribution to End Users provided that Customer must enter into a written executed agreement ("Reseller Agreement") binding each 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 Product as part of the Bundled Software to resellers and/or End Users at no charge for evaluation purposes only and not for sale solely for the limited purpose of promoting and marketing the Bundled Software;
 - vi. to provide sub-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, solely related to as a 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

- 3.1 Customer warrants and agrees that it shall:
 - i. be responsible for integrating the Customer Product(s) and Product into the Bundled Software;
 - ii. distribute any Customer Product(s) and Product updates as a Bundled Software to resellers, software partners and End Users sub-licensed to use the Product solely related to as a part of the Bundled Software;
 - iii. use ActiveState's trademarks solely on Bundled Software that are of the same quality level or at least comparable to the quality level of samples approved by ActiveState.

4 SUBLICENSES

Sub-licenses will not be authorized for distribution after the termination or expiration date of this Agreement.