



Mountain View, March 2nd, 2011

License Agreement for YONITA Software

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND YONITA INCORPORATED. READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING IT.

BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR COMPUTER, OR OTHERWISE USING THIS SOFTWARE, YOU (CUSTOMER, AS DEFINED BELOW) ARE BECOMING A PARTY TO THIS AGREEMENT AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY TO YOUR ACCESS TO AND USE OF THE YONITA SOFTWARE OR SERVICES, INCLUDING ANY TECHNOLOGY, INFORMATION, MATERIALS AND UPDATES THAT YONITA INC. MAKES AVAILABLE TO YOU AS PART OF THIS FEATURE. BY ACCESSING OR USING YONITA SOFTWARE OR SERVICES, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOU MAY NOT USE OR COPY THE SOFTWARE AND YOU MUST DELETE ANY COPIES OF IT FROM YOUR SYSTEMS.

1. SCOPE

This is a legal agreement concerning your use of the Software described below. The rights granted to the Software are expressly conditioned upon acceptance of these Terms and Conditions by the legal entity or person acquiring the license and, if applicable, responsible for payment.

2. DEFINITIONS

2.1 "Yonita" means Yonita Inc., having its principal place of business at 800 West El Camino Real, Suite 180, Mountain View, CA 94040.

2.2 "Customer" means the individual or legal entity specified in the Purchase Certificate. For legal entities, "Customer" includes any entity which controls, is controlled by, or is under common control with Customer.

2.3 "Authorized User" means (i) if Customer is an individual, solely Customer; (ii) if Customer is a legal entity, any employee, independent contractor and other temporary worker authorized by Customer to use the Software while performing duties within the scope of their employment or assignment.

2.4 "Software" means software program provided by Yonita for automated detection of code defects, including its documentation, any third party software programs that are owned and licensed by parties other than Yonita. The Software may contain open source or community source software provided under separate license terms. The applicable open source license terms are provided with the delivery of the Software.



2.5 "Documentation" means the document made available to the Customer by Yonita online via Yonita.com or such other web address notified by the Yonita to the Customer from time to time which sets out a description of the Software and the user instructions for the Software.

2.6 "Purchase Certificate" means evidence of a license provided by Yonita to Customer in electronic or printed form representing purchase commitment mutually agreed upon between the parties.

2.7 "Client" means a computer device used by Authorized User for running the Software.

2. OWNERSHIP

2.1 The Software is the property of Yonita. The Software is licensed, not sold. Title and copyrights to the Software, in whole and in part and all copies thereof, and all modifications, enhancements, derivatives and other alterations of the Software regardless of who made any modifications, if any, are, and will remain, the sole and exclusive property of Yonita and its suppliers.

2.2 The Software is protected by United States Copyright Law and International Treaty provisions. Further, the structure, organization, and code embodied in the Software are the valuable and confidential trade secrets of Yonita and its suppliers and are protected by intellectual property laws and treaties. Customer agrees to abide by the copyright law and all other applicable laws of the United States including, but not limited to, export control laws.

3. GRANT OF LICENSE

Subject to the terms, conditions, and limitations set forth in this Agreement, Yonita hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Software as follows:

3.1 Customer may:

(A) if "Desktop" licenses are purchased, install and use the version of the Software that has been specified in License Certificate on multiple Clients and operating systems, provided that a number of Clients never exceeds the number of Authorized Users specified in License Certificate;

(B) if "Enterprise" licenses are purchased, install and use the version of the Software that has been specified in License Certificate on multiple Clients and operating systems, provided that a number of concurrent users never exceeds the number of Authorized Users specified in License Certificate;

3.2 Customer may not:

(A) sell, redistribute, encumber, give, lend, rent, lease, sublicense, or otherwise transfer the Software, or any portions of the Software, to anyone without the prior written consent of Yonita;

(B) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software;

(C) use a previous version or copy of the Software after Customer has received an upgraded version as a replacement of the prior version.



4. RESTRICTED USE DURING EVALUATION PERIOD

4.1 Subject to the terms of this Agreement, Customer may be granted a right to use the Software for evaluation purposes without charge for a limited period of time from the date of installation of the Software unless otherwise specified ("Evaluation Period").

4.2 Customer's use of the Software during Evaluation Period shall be limited to the internal evaluation of the Software for the sole purpose of determining whether the Software meets Customer's requirements and whether Customer desires to continue use of the Software.

4.3 Upon expiration of Evaluation Period, Customer must cease using the Software.

5. PAYMENTS

Customer will pay to Yonita the license fee and other charges and expenses as set forth in an appropriate invoice or other purchase documentation. Yonita may charge Customer interest for any payment that is more than thirty (30) days past due at the rate of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is lower.

6. UPGRADES

Upgrades to new versions of the Software are optional and may be provided by Yonita either for free or at an additional charge pursuant to the upgrade terms set forth by Yonita on its web site or in a separate agreement between Customer and Yonita (if applicable).

7. INDEMNIFICATION

7.1 Yonita will defend and indemnify Customer for all costs (including reasonable attorney's fees) arising from a claim that Software furnished and used within the scope of this Agreement infringes a U.S. copyright or U.S. patent provided that: (i) Customer notify Yonita in writing within 14 days of the claim; (ii) Yonita has sole control of the defense and all related settlement negotiations, and (iii) Customer provide Yonita with the assistance, information, and authority necessary to perform the above.

7.2 Yonita will have no liability for any claim of infringement based on (i) code contained within the Software which was not created by Yonita; (ii) use of a superseded or altered release of the Software, except for such alteration(s) or modification(s) which have been made by Yonita or under Yonita's direction, if such infringement would have been avoided by the use of a current, unaltered release of the Software that Yonita provides to Customer, or (iii) the combination, operation, or use of any Software furnished under this Agreement with programs or data not furnished by Yonita if such infringement would have been avoided by the use of the Software without such programs or data.

7.3 In the event the Software is held or believed by Yonita to infringe, or Customer's use of the Software is enjoined, Yonita will have the option, at its expense, to (i) modify the Software to cause it to become non-infringing; (ii) obtain for Customer a license to continue using the Software; (iii) substitute the Software with other Software reasonably suitable to Customer, or (iv) if none of the foregoing remedies



are commercially feasible, terminate the license for the infringing Software and refund any license fees paid for the Software, prorated over a three-year term from the effective date of the Agreement.

8. LIMITED WARRANTY

8.1 YONITA PROVIDES THE SOFTWARE AND SUPPORT SERVICES (IF ANY) "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AVAILABILITY OF DATA FROM THE SOFTWARE OR SERVICES, AND EFFORT IS WITH CUSTOMER. YONITA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE OR SERVICES (IF ANY). EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YONITA DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY AND IMPLIED; INCLUDING WITHOUT LIMITATION (A) REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT, (B) REPRESENTATIONS OR WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (C) REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR USE OF THE SOFTWARE AND SERVICES WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR-FREE, SECURE OR THAT CUSTOMER'S USE OF THE SOFTWARE OR SERVICES WILL BE RELIABLE AND ACCURATE, INCLUDING WITHOUT LIMITATION STORING, READING, UPDATING OR DELETING CUSTOMER'S DATA. NO ORAL OR WRITTEN STATEMENT MADE TO CUSTOMER IN THE CONTEXT OF PROVIDING THE SOFTWARE OR SERVICES (IF ANY) SHALL CREATE ANY WARRANTY THAT HAS BEEN EXPRESSLY DISCLAIMED IN THIS AGREEMENT.

8.2 NEITHER YONITA NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT OR RELATED TO THIS AGREEMENT, EVEN IF YONITA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 YONITA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE AND SUPPORT SERVICES (IF ANY), EVEN IF YONITA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 IN NO EVENT WILL YONITA LIABILITY UNDER THIS AGREEMENT, OR RELATING TO ITS SUBJECT MATTER, EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM.

9. GENERAL

9.1 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 conflicts of law. 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.



9.2 Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, natural disasters or governmental action.

9.3 This Agreement is not transferable or assignable by Customer under any circumstances, without the prior written consent of Yonita.

9.4 Customer agree to be identified as a customer of Yonita and that Yonita may refer to Customer by name, trade name and trademark, if applicable, and may briefly describe Customer's business in Yonita's marketing materials, on Yonita's web site, in public or legal documents. Customer hereby grants Yonita a license to use Customer's name and any of Customer's trade names and trademarks solely pursuant to this marketing section.

9.5 All notices required or permitted under this Agreement will be in writing.

9.5 Customer agrees to comply fully with all relevant export laws and regulations, including those of the United States and the Member States of the European Union.

10. CONFIDENTIALITY

10.1 Customer hereby acknowledges and agrees that the Software constitute and contain valuable proprietary products and trade secrets of Yonita, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Customer agrees to treat the Software as confidential in accordance with the confidentiality requirements and conditions set forth below.

10.2 Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to others not parties to this Agreement of such confidential information as can be established to: (i) have been known publicly; (ii) have been known generally in the industry before communication by the disclosing party to the recipient; (iii) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (iv) have been known otherwise by the recipient before communication by the disclosing party; or (v) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

10.3 If Customer breaches any of its obligations with respect to the use or confidentiality of the Software, Yonita shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

10.4 Customer's obligations under Article 10 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.



11. TERMINATION

11.1 If Customer fails to comply with the terms and conditions of this Agreement, this Agreement and Customer's right and license to use the Software will terminate immediately.

11.2 Customer may terminate this Agreement at any time by notifying Yonita. Upon the termination of this Agreement, Customer must delete the Software from its computers. Customer agrees that upon termination, Yonita may take actions so that the Software no longer operates.

12. ENTIRE AGREEMENT

This License Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties hereto.

END OF TERMS