

SPRINGSOURCE, INC.
SUBSCRIPTION AGREEMENT

These terms and conditions apply to the provision by SpringSource, Inc. a Delaware corporation with its principal place of business located at 411 Borel Avenue, Suite 101, San Mateo CA 94402 ("SpringSource"), of services to any person or entity ("Customer") which has purchased SpringSource services described on Exhibit A hereto ("Subscription Services") and specified in a SpringSource order form executed by Customer ("Order Form") and accepted by SpringSource (such executed and accepted Order Form, together with these terms and conditions, this "Agreement").

1. SUBSCRIPTION SERVICES. During the Term (as defined below), SpringSource will provide Customer with the Subscription Services for the SpringSource software specified in the applicable Order Form ("Products"). Subscription Services are provided to Customer solely for Customer's internal use, and Customer may not use the Subscription Services to supply any consulting, support or training services to any third party.

2. PAYMENT. Customer agrees to pay SpringSource the fees stated on the Order Form. Customer will pay SpringSource all sales, use, and excise taxes levied upon the delivery or use of the taxable Subscription Services described in this Agreement; unless Customer provides SpringSource a valid state sales/use/excise tax exemption certificate or Direct Pay Permit. Customer will pay all import or export, value added or other tax or duty, and all government permit, withholding or license fees, and custom or similar fees, levied upon the delivery or use of Subscription Services described in this Agreement. All SpringSource supplied Subscription Services will only be delivered to Customer electronically through the Internet. Unless otherwise specified on an Order Form, all invoices will be paid in U.S dollars and are due upon receipt and will be paid within thirty (30) days. Payments will be made without right of set-off or chargeback. If Customer does not pay the invoices when due, SpringSource may charge interest at one percent (1%) per month on the unpaid balance.

3. CUSTOMER OBLIGATIONS. Customer agrees to provide SpringSource with such materials, information, access and support which SpringSource deems to be reasonably required to allow SpringSource to successfully provide the Subscription Services. Customer understands and agrees that SpringSource's obligations hereunder are expressly conditioned upon Customer providing such materials and support.

4. OWNERSHIP; CONFIDENTIAL INFORMATION. Customer agrees and acknowledges that Customer is not obtaining any intellectual property right in or to the Subscription Services or any SpringSource materials other than the rights of use specifically granted in this Agreement. Customer shall not use any SpringSource trademarks without SpringSource's express written authorization. Customer acknowledges that it may acquire proprietary information and materials about the business, products, services and programming techniques of SpringSource and agrees that all such information and materials acquired are the confidential information of SpringSource ("Confidential Information"). Customer agrees to protect and not to disclose or use the Confidential Information except as expressly permitted under the Agreement.

5. LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.

5.1 SpringSource warrants that during the Term it will perform the Subscription Services in a workmanlike manner consistent with generally accepted industry practice. EXCEPT FOR THE FOREGOING, THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ,BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ALL OF WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.2 IN NO EVENT WILL SPRINGSOURCE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFIT, LOSS OF DATA, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE. SPRINGSOURCE'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO SPRINGSOURCE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

6. TERM AND TERMINATION. Unless otherwise stated in the applicable Order Form, the initial term of this Agreement shall commence on the date SpringSource executes the applicable Order Form, and shall continue for a period of one (1) year. Thereafter, the term of this Agreement shall automatically renew for additional one (1) year periods unless either party gives written notice to the other of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then-current term. The initial term of this Agreement, plus any subsequent renewal term shall be the "Term" of this Agreement. Each party may terminate this Agreement earlier upon giving notice in writing to the other party if the non-terminating party commits a breach of this Agreement and has failed to cure such breach within thirty (30) days following a request in writing from the notifying party to do so. Upon the expiration or termination of this Agreement, (i) Customer shall have no further rights to receive the Subscription Services; and (ii) Sections 2, 4, 5, 6 and 7 will survive.

7. GENERAL. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer to place orders or otherwise effect transactions hereunder, which such terms are hereby rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and

effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due). Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of SpringSource and Customer and do not create any right in

favor of any third party. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California without reference to its conflict of laws principles. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in the Northern District of California or a state court located in San Francisco, California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. All notices must be in writing and will be effective three (3) days after the date sent.

EXHIBIT A

SUBSCRIPTION SERVICES

1. Scope of Subscription Services. The scope of the Subscription Services provided to Customer includes general assistance and support regarding the installation of the Products and with basic technical configuration of the Products, as well as developer assistance on how to use the Products. Pricing of the services is based on the number of named individual Customer personnel authorized to contact SpringSource in connection with use of the Subscription Services ("Named Contacts") and the number of CPUs on which the Products are being used by Customer. The term CPU is defined as any central processing unit or other integrated circuit that executes the instructions provided by the Products through a single processor core (and can include without limitation reduced instruction processors, embedded processors, or dedicated JAVA coprocessors). The first core in a socket is counted as one (1) CPU; the second core in a socket is counted as .5 CPU and each subsequent core in a socket is counted as .25 CPUS. For example, a server with two quad-core CPUs (sockets) would be counted as follows: $2*(1+.5+.25+.25) = 4$ CPUs. In the event the number of CPU's or Named Contacts increases from the number specified on the applicable Order Form, Customer shall immediately notify SpringSource in writing and include any additional fees dues as a result of such increase.

Level 1	4 Hours	72 Hours	Next Release
Level 2	1 Business Day	5 Business Days	Next Release
Level 3	2 Business Days	Next Release	Next Release

Silver Level*

Times: (6AM - 6PM local time, weekdays, excluding national holidays)
Method: web

Severity	Target Response	Target Workaround	Permanent Correction
Level 1	1 Business Day	None	Next Release
Level 2	2 Business Days	None	Next Release
Level 3	4 Business Days	None	Next Release

*Silver level Subscriptions include up to ten (10) Incidents per year. An Incident means a single question or issue posed by Customer with respect to the Products.

2. Subscription Services Offerings. SpringSource offers three different levels of the Subscription Service which are described below in Section 3 of this Exhibit A and are subject to the specific terms and conditions set forth therein regarding hours of operation and response times for each Subscription Service level. SpringSource shall use commercially reasonable efforts to meet the targeted response times set forth next to each severity level for the applicable level of Subscription Service. Customer acknowledges that the time required for resolution of issues may vary depending on the specific circumstances of each problem, including, without limitation, the nature of the incident/problem, the extent and accuracy of information available about the incident/problem, and the level of Customer's cooperation and responsiveness in providing materials, information, access and support reasonably required by SpringSource to achieve problem resolution.

3. Subscription Levels

Platinum Level

Times: (24 x 7 x 365)

Method: phone or web

Severity	Target Response	Target Workaround	Permanent Correction
Level 1	1 Hour	72 Hours	Next Release
Level 2	4 Hours	5 Business Days	Next Release
Level 3	1 Business Day	Next Release	Next Release

Gold Level

Times: (6AM - 6PM local time, weekdays, excluding national holidays)

Method: phone or web

Severity	Target Response	Target Workaround	Permanent Correction
Level 1	1 Hour	72 Hours	Next Release
Level 2	4 Hours	5 Business Days	Next Release
Level 3	1 Business Day	Next Release	Next Release

4. Customer Support Requests. SpringSource will not be responsible for delays or inability to provide the Subscription Services due to a person's insufficient language or technical skills or such person's delay or failure to respond and cooperate with SpringSource.

5. Customer Obligations. As a precondition for requesting Subscription Services from SpringSource, Customer agrees to (and to cause each of its developers to) use reasonable efforts to: (i) attempt to solve the problem and to utilize sufficient resources to clearly understand that a problem exists before consulting SpringSource; (ii) provide SpringSource with sufficient information and technical data in order for SpringSource to establish that a potential problem is not the kind of problem that is an exclusion from the Subscription Services; (iii) make reasonable attempts and expend reasonable resources to provide any data reasonably requested by SpringSource to adequately address the potential problem; (iv) utilize sufficient resources to understand the instructions from SpringSource in addressing the problem, and make reasonable attempts to correct the problem as suggested by SpringSource; (v.) Customer agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect SpringSource's ability to provide the Subscription Services.

6. Version Support. SpringSource will provide Subscription Services as follows:

6.1 A three-place numbering scheme is used to designate released versions of the Products. The format is R.V.M, where 'R' indicates the Release level, 'V' indicates the Version level, and 'M' indicates the Maintenance Fix level. An example would be version 2.1.3. Often in referring to general product versions and releases, the maintenance level is omitted. For example, both 2.1.3 and 2.1.4 may

sometimes be referred to as Version 2.1.b. Each Version will be supported for eighteen (18) months from the date the Version is initially released. Support for each Version is supplied via Maintenance Fixes. SpringSource will fix errors only in the most current Maintenance Fix level of the Products. Customer Support will direct customers to existing fixes/patches and workarounds applicable to the reported case. Customer Support may direct customers to upgrade to a more current Release / Version / Maintenance Fix of the Products.

6.2 In the event that support for a Version would normally expire under Section 6.1 and no later Version has been released, support for the old Version will be extended until such a time as a new Version is released.

6.3 In the event that support for a Version would normally expire under Section 6.1, and no further Version are planned, a product may be end-of-lifed. The decision to end-of-life any Product will be announced to Customer twelve (12) months ahead of the date that support for all Versions of any Product will no longer be available.

7. Support Service Exclusions. SpringSource will have no obligation to provide Subscription Services to Customer in the event that (i) the Product has been changed, modified or damaged by Customer or anyone other than SpringSource, (ii) the problem is caused by Customer's negligence, misconduct, or misuse of the Product, a hardware malfunction, or other causes beyond the reasonable control of SpringSource, (iii) the problem is due to third party software, or (iv) Customer has not installed or implemented any Product releases made generally available or is not running the then current version of the Product as provided by SpringSource. The Subscription Services do not cover the support of any third party products which integrate with the Products. In addition, the Subscription Services do not include the following: (i) use of any version of a Product that is not designated as a production release (such as a milestone or release candidate or code contained in the sandbox or any other repository that is not packaged into a production release distribution; (ii) use of a Product with an old version (any version older than version 1.3) of Microsystems Java SE Development Kit (JDK)/Java SE Runtime Environment (JRE); (iii) Customer's failure to comply with operating instructions contained in the documentation; (iv.) installation, configuration, management and operation of Customer's applications; (v) APIs, interfaces or data formats other than those included with the Products; or (vi) any training.

8. Intellectual Property Infringement Claims Coverage. This Section is only applicable to Gold or Platinum Subscription Services being purchased and does not apply to Silver level Subscription Services.

8.1 SpringSource will defend Customer if a claim is brought against Customer by a third party during the applicable annual Term that the Products included in the Customer's purchase for Subscription Services (excluding any components from third parties) infringes a copyright, trademark registered in the territory of Customer's use of the Products, trade secret or United States-registered patent ("Claim").

8.2 If the Products are found to infringe any valid patent, copyright or

trademark of a third party during the applicable annual Term for Subscription Services, SpringSource will, at its expense and option: (a) obtain the right for Customer to continue to use the Products; (b) modify the Products so that they become non-infringing; or (c) replace the infringing components with non-infringing components.

8.3 If the Products are found to infringe any valid copyright, trademark registered in the territory of Customer's use of the Products, trade secret or United States-registered patent of a third party during the applicable annual Term for Subscription Services and any damages are awarded by a court of competent jurisdiction incapable of further appeal as a result of such infringement, SpringSource will pay up to the amount paid to SpringSource by Customer under the applicable Order Form for Subscription Services for the Products.

8.4 SpringSource will have no obligation to Customer with respect to any Claim arising out of: (a) Customer's use of any version of the Products not made available directly through www.springsource.com; (b) the failure of Customer to use an updated version of the Products made available to avoid such infringement if liability for the Claim would have been avoided by using the updated version; (c) a modification of the Products that is not performed by SpringSource if liability for the Claim would have been avoided in the absence of such modification; or (d) the combination, operation, or use of the Products with any other products or equipment, if liability for the Claim would have been avoided in the absence of such combination, operation, or use.

8.5 To be eligible for the protections under this Section, Customer must notify SpringSource promptly of any threatened or pending Claim by a third person and give SpringSource reasonable assistance and information in the defense or settlement of the Claim. SpringSource will have sole control over the defense and settlement of the Claim. Customer's counsel will have the right to participate in the defense of the Claim, at Customer's own expense. Customer will not, without the prior written consent of SpringSource, settle, compromise or consent to the entry of any judgment with respect to the pending or threatened claim.

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