

**TOTALVIEW  
ADDENDUM TO  
SOFTWARE LICENSE AGREEMENT**

**NOTE: This Addendum Only Applies to TotalView Software**

This Addendum to Software License Agreement (the "Addendum"), dated as of \_\_\_\_\_, 2008, is hereby made to the Software License Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_ 2008 (the "License"), by and between \_\_\_\_\_ ("Customer") and Cray Inc. ("Cray"). Except as otherwise noted, all capitalized terms used herein shall have the meanings ascribed in the License.

In connection with Customer's desire to license from Cray certain Software produced by one of Cray's suppliers, Etnus, LLC ("Etnus"), identified in Exhibit A and commonly known as TotalView ("TotalView"), the parties desire to modify certain portions of the License solely with respect to Customer's use of TotalView.

**A.** Solely with respect to TotalView, **Section 1.1** of the License is amended to by replacing **Section 1.1** with the following:

**1.1 Grant of TotalView License.**

**1.1.1 License Terms.** Subject to the terms and conditions set forth in this Agreement, Cray hereby grants Customer a personal and nonexclusive license to allow Concurrent Users to use TotalView in conjunction with the Software on the Designated Equipment described in **Exhibit A** for Customer's Internal Use, subject to the restrictions on Processor Maximum and on the Licensed Platform(s) set forth in **Exhibit A**. Customer may install and use TotalView on the Designated Equipment provided that, Customer may temporarily transfer TotalView to other equipment approved by Cray for any period the Designated Equipment is inoperable as a result of malfunction. No license to TotalView is granted to Customer except as expressly set forth in this Agreement. No rights to sublicense or distribute TotalView are granted. Title to TotalView, and all rights not specifically granted to Customer by this license, will remain with Cray and its suppliers. If Customer would like to alter the number of Concurrent Users, Processor Maximum or Licensed Platform, Customer must contact Cray in writing for its approval; Customer may be subject to additional fees therefore.

**1.1.2 Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- A.** "*Concurrent Users*" means the maximum number of simultaneous Users who may use TotalView as set forth in **Exhibit A**;
- B.** "*Internal Use*" means writing TotalView into and reading TotalView out of the memory of any computing device, or the execution of any part of TotalView by any computing device, and use of the related documentation, solely for Customer's internal business purposes. Internal Use does not include the right to reproduce TotalView for sublicensing, resale, or distribution to any party other than a User, including without limitation, distributing TotalView as part of a VAR, OEM, distributor or reseller arrangement. Further, Internal Use does not include using TotalView for the business needs of any person other than Customer, such as providing outsourcing, service bureau, or on-line services to third parties;
- C.** "*Licensed Platform(s)*," means the maximum number of processors on which TotalView may be used as set forth in **Exhibit A**;
- D.** "*User*" means Customer's employees or third party consultants, which consultants are subject to written agreements with Customer requiring that they comply with the terms of this Agreement.

**B.** Solely with respect to TotalView, **Section 5.1** of the License is amended to by replacing **Section 5.1** with the following:

**5.1 Limited TotalView Warranty.** Cray warrants to Customer and for Customer's benefit only that TotalView will perform in substantial accordance with the applicable TotalView documentation for a period of one (1) month from

the date Cray Inc. transfers the TotalView license key to Customer. If during this time period TotalView does not perform as warranted, Cray shall, at Etnus' option, undertake to correct TotalView, replace such software free of charge or, if neither of the foregoing is commercially practicable, terminate the license with respect to TotalView and refund to Customer the applicable license fee paid by Customer. This warranty will not apply to the extent the failure to perform results from improper installation of TotalView, use of TotalView outside the scope of the applicable license, modification or alteration of TotalView by any party other than Etnus or Cray, or operation of TotalView in an environment that has not been approved by Etnus or Cray. **THE FOREGOING IS THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.**

C. The License is amended by inserting the following **Section 11.9** immediately following **Section 11.8**:

**11.9 No Third Party Beneficiaries; Supplier's Rights.** Nothing contained in this Agreement shall be construed to give any person other than parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement, provided, however, the parties acknowledge and agree that certain suppliers of third party software licensed to Customer as part of or in connection with the Software hereunder, including, to the extent reflected in a duly executed addendum to this Agreement, Etnus, LLC and its affiliates, shall be entitled to enforce the terms of this Agreement by means of any legal or equitable right, remedy or claim that would otherwise be available to a party under or with respect to this Agreement.

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The foregoing provisions shall apply solely to Customer's use of TotalView. Customer's use of all other Software licensed by Cray shall be governed by the original terms of **Section 1.1** and **Section 5.1** of the License. Except as expressly amended hereby, the License shall remain in full force and effect in accordance with its terms.

**CUSTOMER AND CRAY AGREE TO THIS ADDENDUM AND THE FOREGOING TERMS AND CONDITIONS.**

**CRAY INC.**

**CUSTOMER**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_