EXHIBIT C
OEM DISTRIBUTION TERMS

ver. June 29, 2022

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 "Customer Product(s)" means the computer hardware and/or computer software products owned or licensed by Customer as described in the Quote.

2 LICENSE

2.1 Limited to the Concurrent Runtime Subscriptions 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 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

3.1 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.