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1 License

TERM SOFTWARE LICENSE AND SUPPORT AGREEMENT

This agreement is between the individual or entity agreeing to this agreement and Univa Corporation, a Delaware corporation (Univa) with its registered office at 2300 N Barrington Road, Suite 400, Hoffman Estates, IL 60195.

1. SCOPE: This agreement governs the licensing of the Univa Software and Support provided to Customer.

- Univa Software means the Univa software described in the order, all updates and enhancements provided under Support, its software documentation, and license keys (Univa Software), which are licensed under this agreement. This Univa Software is only licensed and is not sold to Company.
- Third-Party Software/Open Source Software licensing terms are addressed on the bottom of this agreement.

2. LICENSE. Subject to the other terms of this agreement, Univa grants Customer, under an order, a non-exclusive, non-transferable, renewable term license up to the license capacity purchased to:

   (a) Operate the Univa Software in Customer’s business operations and
   (b) Make a reasonable number of copies of the Univa Software for archival and backup purposes.

Customer’s contractors and majority owned affiliates are allowed to use and access the Univa Software under the terms of this agreement. Customer is responsible for their compliance with the terms of this agreement.

The initial term of this license is for a period of one year from date hereof to be automatically renewed at each anniversary unless a written notification of termination has been received 60 days prior to each anniversary.

3. RESTRICTIONS. Univa reserves all rights not expressly granted. Customer is prohibited from:

   (a) assigning, sublicensing, or renting the Univa Software or using it as any type of software service provider or outsourcing environment or
   (b) causing or permitting the reverse engineering (except to the extent expressly permitted by applicable law despite this limitation), decompiling, disassembly, modification, translation, attempting to discover the source code of the Univa Software or to create derivative works from the Univa Software.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

   (a) Proprietary Rights. The Univa Software, workflow processes, designs, know-how and other technologies provided by Univa as part of the Univa Software are the proprietary property of Univa and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Univa.
The Univa Software is protected by applicable copyright, trade secret, and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Univa Software.

(b) Confidentiality. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this agreement.

(c) Confidential Information means all proprietary or confidential information that is disclosed to the recipient (Recipient) by the discloser (Discloser), and includes, among other things:

- any and all information relating to Univa Software or Support provided by a Discloser, its financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts
- as to Univa the Univa Software and the terms of this agreement (including without limitation, pricing information).

(ii) Confidential Information excludes information that:

- was rightfully in Recipient’s possession without any obligation of confidentiality before receipt from the Discloser

- is or becomes a matter of public knowledge through no fault of Recipient

- is rightfully received by Recipient from a third party without violation of a duty of confidentiality

- is independently developed by or for Recipient without use or access to the Confidential Information or

- is licensed under an open source license.

Customer acknowledges that any misuse or threatened misuse of the Univa Software may cause immediately irreparable harm to Univa for which there is no adequate remedy at law. Univa may seek immediate injunctive relief in such event.

5. PAYMENT. Customer will pay all fees due under an order within 30 days of the invoice date, plus applicable sales, use and other similar taxes.

6. WARRANTY DISCLAIMER. UNIVA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE UNIVA SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

7. TERMINATION. Either party may terminate this agreement upon a material breach of the other party after a 30 day notice/cure period, if the breach is not cured during such time period. Upon termination of this agreement or expiration of an order, Customer must discontinue using the Univa Software, de-install it and destroy or return the Univa Software and all copies, within 5 days. Upon Univa’s request, Customer will provide written certification of such compliance.

8. SUPPORT INCLUDED. Univa’s technical support and maintenance services (Support) is included with the fees paid under an order. Univa may change its Support terms, but Support will not materially degrade during any paid term. More details on Support are located at www.univa.com/support
9. LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES. There may be situations in which, as a result of material breach or other liability, Customer is entitled to make a claim for damages against Univa. In each situation (regardless of the form of the legal action (e.g. contract or tort claims)), Univa is not responsible beyond:

(a) the amount of any direct damages up to the amount paid by Customer to Univa in the prior 12 months under this agreement and

(b) damages for bodily injury (including death), and physical damage to tangible property, to the extent caused by the gross negligence or willful misconduct of Univa employees while at Customer’s facility.

Other than for breach of the Confidentiality section by a party, the infringement indemnity, violation of Univa’s intellectual property rights by Customer, or for breach of Section 2 by Customer, in no circumstances is either party responsible for any (even if it knows of the possibility of such damage or loss):

(a) loss of (including any loss of use), or damage to: data, information or hardware
(b) lost profits, business, or goodwill or
(c) other special, consequential, or indirect damages

10. INTELLECTUAL PROPERTY INDEMNITY. If a third-party claims that Customer’s use of the Univa Software under the terms of this agreement infringes that party’s patent, copyright or other proprietary right, Univa will defend Customer against that claim at Univa’s expense and pay all costs, damages, and attorney’s fees, that a court finally awards or that are included in a settlement approved by Univa, provided that Customer:

(a) promptly notifies Univa in writing of the claim and
(b) allows Univa to control, and cooperates with Univa in, the defense and any related settlement.

If such a claim is made, Univa could continue to enable Customer to use the Univa Software or to modify it. If Univa determines that these alternatives are not reasonably available, Univa may terminate the license to the Univa Software and refund any unused fees. Univa’s obligations above do not apply if the infringement claim is based on the use of the Univa Software in combination with products not supplied or approved by Univa in writing or in the Univa Software, or Customer’s failure to use any updates within a reasonable time after such updates are made available.

This section contains Customer’s exclusive remedies and Univa sole liability for infringement claims.

11. GOVERNING LAW AND EXCLUSIVE FORUM. This agreement is governed by the laws of the State of Illinois, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state of Illinois. Customer consents to the personal jurisdiction of such courts and waives any claim that it is an inconvenient forum. The prevailing party in litigation is entitled to recover its attorney’s fees and costs from the other party.

12. MISCELLANEOUS.
(a) Inspection. Univa, or its representative, may audit Customer’s usage of the Univa Software at any Customer facility. Customer will cooperate with such audit. Customer agrees to pay within 30 days of written notification any fees applicable to Customer’s use of the Univa Software in excess of the license.

(b) Entire Agreement. This agreement, and all orders, constitute the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations, representations or agreements, whether oral or written, related to this subject matter.

(c) Modification Only in Writing. No modification or waiver of any term of this agreement is effective unless signed by both parties.

(d) Non-Assignment. Neither party may assign or transfer this agreement to a third party, except that the agreement and all orders may be assigned upon notice as part of a merger, or sale of all or substantially all of the business or assets, of a party.

(e) Export Compliance. Customer must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.

(f) US Government Restricted Rights. The Univa Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. government or any agency thereof is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 C.F.R. 52.227-19, as applicable.

(g) Independent Contractors. The parties are independent contractors with respect to each other.

(h) Enforceability. If any term of this agreement is invalid or unenforceable, the other terms remain in effect.

(i) No PO Terms. Univa rejects additional or conflicting terms of a Customer’s form-purchasing document.


(k) Survival. All terms that by their nature survive termination or expiration of this agreement, will survive.

Additional software specific licensing terms:

Grid Engine incorporates certain third-party software listed at the URL below. These licenses are accepted by use of the software and may represent license grants with restrictions which Univa is bound to provide. We are hereby notifying you of these licenses.

Unicloud Kits

- Third Party Software means certain third-party software which is provided along with the Univa Software, and such software is licensed under the license terms located at: http://www.univa.com/resources/licenses/

- Open Source Software means certain opens source software which is provided along with the Univa Software, and such software is licensed under the license terms located at: http://www.univa.com/resources/licenses/
Grid Engine

- Third Party Software means certain third-party software which is provided along with the Univa Software, and such software is licensed under the license terms located at: http://www.univa.com/resources/licenses/

- Open Source Software means certain opens source software which is provided along with the Univa Software, and such software is licensed under the license terms located at: http://www.univa.com/resources/licenses/

Rev: March 2013
2 Supported Operating Systems, Versions and Architectures

Univa License Orchestrator 1.3.0 supports following hardware architectures and versions of operating systems.

<table>
<thead>
<tr>
<th>Operating System</th>
<th>Version</th>
<th>Architecture</th>
</tr>
</thead>
<tbody>
<tr>
<td>CentOS</td>
<td>6-6.3</td>
<td>x86-64</td>
</tr>
<tr>
<td>RHEL</td>
<td>6-6.3</td>
<td>x86-64</td>
</tr>
</tbody>
</table>

Table 1: Supported Operating Systems, Versions and Architectures

3 Fixes and Enhancements

3.1 Summary

Univa License Orchestrator is a central policy and control system for multiple Flexera (tm) FlexLM license installations. Univa License Orchestrator is designed to solve the issue of matching software licenses to jobs and applications submitted to one or more Univa Grid Engine clusters. Multiple Flexera FlexLM License installations and Univa Grid Engine clusters can be connected to a single Univa License Orchestrator system. By configuring policies, quotas and limits an IT organization can decide on prioritized access to the software licenses by user, group, project or department. Univa License Orchestrator does not directly manage the software licenses, that process is still managed by Flexera FlexLM, but it is an additional policy and control mechanism that works side-by-side with Flexera to ensure visibility, control and accounting into software license usage in an organization. Instructions for installing Univa License Orchestrator are included with the software. Please read the installation section in the Univa License Orchestrator Guide before proceeding with installation. If you experience difficulty installing or configuring Univa License Orchestrator please contact our support team at http://support.univa.com or email us at: support@univa.com.

3.1.1 Performance Improvements and Memory Requirements

For Univa License Orchestrator 1.3.0 we invested quite some time to improve the performance of various Univa License Orchestrator components and used libraries.

As consequence following metrics of the cluster have been improved compared to previous versions of Univa License Orchestrator:

- Submit rate of license requests (increased by 5-15 % depending of the jobs types within the Univa Grid Enginesystems and requested functionality)
- Scheduling times (reduced by 5-30 % depending on the used policies)
• Memory requirements for request handling (reduced by 5-10%) especially for read-only requests like lostat, ... (reduced by 5-30 %)
• Processing and response time of requests send by execution hosts (certain requests will now be handled in parallel within qmaster)
• Processing of clients requests like lostat (which results in about 30% more requests that can be handled in the same amount of time with the same memory requirements)

This improves the overall cluster throughput as well as interactions with the Univa License Orchestrator cluster.

The speedup in your cluster depends on the details of the cluster setup and on the features of Univa License Orchestrator that are enabled or disabled.

### 3.2 Full List of Fixes and Enhancements

Univa License Orchestrator 1.3.0

- Various performance enhancements that were also applied to UGE

  L0-452 lostat -lic/lic_user/lic_project shows LO-id in hexadecimal notation and might cut off UGE job/task id

  L0-457 license_sensor specific lomaster parameters are not correctly handled

  L0-458 Resetting lm_list in a cluster object to NONE might cause abort of lo_master

  L0-456 load_sensor values might not be available after lomaster restart
4 Known Issues and Limitations