

Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

- 1. Scope.** This Carahsoft Rider and Greenlight Technologies, Inc. ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA ([Standard Greenlight SLA 052312.doc](#)) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(a) Error! Unknown document property name.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.



Greenlight Technologies, Inc.
270 South Main Street.
Flemington NJ 08822
Phone no. 908-782-5700

STANDARD SOFTWARE LICENSE AGREEMENT

CUSTOMER: LEGAL NAME: _____
 ADDRESS: _____
 CITY/STATE/ZIP: _____

 PLACE OF INCORPORATION: _____

 TELEPHONE NUMBER: _____
 FAX NUMBER: _____

AGREEMENT TO BE RETURNED TO: Mark Kissman mark.kissman@greenlightcorp.net
 INTERNAL TECHNICAL REPRESENTATIVE: Gururaj Deshpande gururaj.deshpande@greenlightcorp.net

This Standard Software License Agreement, consisting of the limited licensing of GREENLIGHT Software product(s), Maintenance Services Programs, and if requested by Customer, Professional Services, is entered into by and between Greenlight Technologies, Inc., a Delaware, USA corporation (“GREENLIGHT”), and _____ a _____ corporation (the “Customer”) set forth above. In consideration of the terms and conditions contained in the Standard Terms and Conditions, the Schedules listed below and this Facing Page (collectively “Agreement”) the parties agree to be bound hereby.

ATTACHMENTS:

STANDARD TERMS AND CONDITIONS

SCHEDULES:

- Schedule 1 Maintenance Services Program
- Schedule 2 Statement of Work dated _____
- Schedule 3 Order Form – Appendix A

IN WITNESS WHEREOF, THE PARTIES LISTED BELOW HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE SET FORTH BELOW.

GREENLIGHT TECHNOLOGIES, INC.

CUSTOMER: _____

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

The Parties understand that a Purchase Order will be required in order for Customer to process any payments to GREENLIGHT required hereunder.

**GREENLIGHT STANDARD SOFTWARE LICENSE AGREEMENT
STANDARD TERMS AND CONDITIONS**

1. **DEFINITIONS:**

“**Business Third Parties**” shall mean any third party, including service providers, consultants, systems integrators and the like, whose work for Customer requires access to the Software on Customer’s premises. Business Third Parties shall be licensed as Users.

“**Configurations**” shall mean library files, data files, printer and peripheral drivers, scripted files, sample workflows and templates or other materials delivered and identified in the Professional Services Statement of Work which may or may not be customized. Configurations do not include Developed Code, Customer Technology or GREENLIGHT Technology.

“**Customer Affiliate**” shall mean a corporation in which Customer owns more than fifty percent (50%) of the voting securities. Any such entity shall be considered a Customer Affiliate for only such time as Customer continues to own such equity interest. Customer Affiliate may be licensed as a Named User under this Agreement but may not be a party until such time Customer Affiliate and GREENLIGHT enter into a separate agreement.

“**Customer Reorder Form**” or “**CRF**” shall mean the GREENLIGHT form Customer may use to order additional Software, Maintenance or Professional Services under the terms and conditions of this Agreement.

“**Customer Technology**” shall mean information, software, data files, materials, Developed Code, technology, trade secrets and other intellectual property owned or controlled by Customer, excluding GREENLIGHT Technology.

“**Developed Code**” shall mean customized software or materials produced by GREENLIGHT under a separate Professional Services engagement and Statement of Work wherein Customer has provided the written engineering design specifications or engineering plans, and/or which GREENLIGHT develops exclusively for the benefit of Customer. Upon completion and delivery by GREENLIGHT, Developed Code shall be deemed Customer Technology and owned and supported exclusively by Customer.

“**Maintenance Services**” shall mean the services provided under GREENLIGHT’s Maintenance Services Program ordered by Customer and described on the Maintenance Services Program Schedule.

“**User**” shall mean each unique individual who is authorized to access an Implementation of Customer. Users may include Customer Affiliates or Business Third Parties.

“**Production Instance Connection**” is a single connection between the Greenlight RTA Design Studio (RTADS) and one copy of a target application (a “Production Instance”). A Production Instance is an instance that is used to support an operational business process, while Non-Production Instances generally support development, test or QA in relation to a Production Instance.

It is technically possible to have multiple Production Instances physically housed inside one environment. For example, JD Edwards or Lawson may permit the creation of multiple copies of their applications all housed inside one licensed environment. In these Production Instances, each copy of the application will require a Production Instance Connection right-to-use license. Whether an application or system requires a right-to-use license is governed by whether a connection needs to be configured in the Greenlight RTA Design Studio platform for that application. Each connection definition in the RTA Design Studio platform requires one right-to-use license. The right-to-use license for the production instance includes the right to use the software for the Non-Production Instances that support the Production Instance.

“**Professional Services**” shall mean the services, other than Maintenance Services, to be performed by GREENLIGHT for Customer as set forth on a Professional Services Program Schedule Statement of Work.

“**Implementation**” means a software application or system (either created by Customer for its own use or licensed by Customer from a third party), that is targeted by the Software to directly or indirectly (i) exchange data with, (ii) extract data from or (iii) deploy data to the Software.

“**Software**” shall mean a machine executable copy of the object code of the GREENLIGHT software products which are licensed to Customer, including the related user manuals and documentation, in either printed or electronic form as described on a Schedule.

“**GREENLIGHT Technology**” shall mean the Software and any and all improvements or derivative works thereof, technology, trade secrets and other intellectual property owned or controlled by GREENLIGHT, excluding Customer Technology.

2. **LICENSE RIGHTS:**

A. **Software.** GREENLIGHT hereby grants to Customer a perpetual, nonexclusive, nontransferable (other than set forth in this Agreement), non-sublicensable, worldwide right solely for its internal business operations and solely by the authorized number of Users and if applicable, Customer Affiliates and Business Third Parties, to use, operate, install or have installed the Software on an Implementation(s) as specified on a Schedule. Customer may make one (1) copy of the Software solely for backup and archival purposes. Customer shall reproduce all proprietary markings, trademark and copyright notices onto all full or partial copies of the Software made by Customer.

B. **Additional Users.** In the event Customer allows Customer Affiliates or Business Third Parties to use or access the Software, such use shall be subject to the terms of this Agreement. Customer accepts full responsibility for the acts or omissions of Customer Affiliates or Business Third Parties as it relates to use or access to the Software, and Customer shall indemnify GREENLIGHT against losses or damages suffered by GREENLIGHT from third party claims arising from any use of the Software in violation of this Agreement by Customer Affiliates or Business Third Parties.

C. **Backup/Disaster Recovery License.** Customer may install a single additional copy of the Software for backup and/or disaster recovery. GREENLIGHT grants to Customer a nonexclusive, nontransferable (other than set forth in this Agreement), non-sublicensable right solely for its internal business operations to use the backup copy solely for backup and fail over purposes and only during times when the main Software running on an Implementation is inoperative.

In the event Customer purchased a license to use a third party database or other third party software (either, “**3P Software**”) from GREENLIGHT, the terms of this Section 2C shall apply to such 3P Software. In the event Customer purchased a license to use 3P Software from a third party (or its representative, either a “**3P Software Provider**”), Customer’s right to install a backup or disaster recovery copy of the 3P Software shall be governed by the software license between Customer and the 3P Software Provider.

3. **LICENSE RESTRICTIONS.** All use of GREENLIGHT source code is expressly prohibited by all types of Users under this Agreement. Except as expressly permitted under this Agreement, Customer may not: (i) distribute, disseminate, sublicense, copy, modify, reverse engineer, decompile, translate, disassemble or (ii) use the Software to provide software application services, time-

Greenlight Technologies, Inc.

sharing or service bureau services to third parties. All rights not expressly granted under this Agreement are reserved by GREENLIGHT.

4. **PAYMENTS; FEES; EXPENSES; TAXES.** License, Maintenance Services and Professional Services fees, if any, ("Fees") are described on attached Schedule(s). All travel expenses charged to Customer shall be reasonable and necessary to perform Services and approved in advance by Customer in writing and GREENLIGHT shall provide written documentation to support the expenses. All undisputed Fees and expenses are due and payable by Customer forty-five (45) days from the date of GREENLIGHT's invoice. All payment of Fees and expenses shall be in United States currency unless set forth on attached Schedule(s). All amounts payable under this Agreement are exclusive of all sales, use, and other taxes. Customer is responsible for all taxes assessed in connection with this Agreement, excluding taxes based on GREENLIGHT's income. **DELIVERY.** GREENLIGHT agrees to deliver the Software as specified on a Schedule by electronic means.
5. **MAINTENANCE SERVICES.** Customer agrees to pay the corresponding Fees for Maintenance Services pursuant to the terms of this Agreement. Maintenance Services will begin with delivery of the Software and will continue through the Maintenance Services term. The initial Maintenance Services Fees and Software license Fees are invoiced together after the Effective Date. GREENLIGHT will perform all Maintenance Services provided pursuant to Schedule 1 in a professional and workmanlike manner and to industry standards.
6. **PROFESSIONAL SERVICES.** In the event GREENLIGHT performs Professional Services (as defined on a Schedule), the Professional Services Fees, time of performance, Configurations, deliverables, Developed Code, training and any other special terms and conditions shall be described on an applicable Schedule(s). Unless otherwise specified on a Schedule, the Professional Services shall be performed on a time and materials basis and invoiced monthly or upon completion of the Professional Services if completed prior to such monthly invoicing. GREENLIGHT will perform all Professional Services provided hereunder in a professional and workmanlike manner and to industry standards. Professional Services may depend on the completion of certain tasks or schedules within Customer's exclusive control and, therefore, GREENLIGHT's inability to perform, which is based on Customer's failure to complete said tasks or meet time schedules, shall not be deemed a breach of this Agreement by GREENLIGHT.
7. **AUDIT.** Customer agrees to implement reasonable controls to ensure compliance with the intended use of the Software authorized by this Agreement and its related documentation. No more than once a year, GREENLIGHT reserves the right to perform a compliance audit of Customer's use of the Software and exact number of Users (including Business Third Parties and Customer Affiliates licensed as Users) upon no less than thirty (30) days prior written notice during Customer's normal business hours at GREENLIGHT's expense.
8. **LIMITED WARRANTIES AND DISCLAIMERS:**
 - A. **Title:** GREENLIGHT represents and warrants it has the right, power, title or authority to grant the license to the Software and carry out the terms set forth herein.
 - B. **Limited Software Warranty:** GREENLIGHT warrants for a period of ninety (90) days after delivery of the Software (i) the media on which each copy of the Software is furnished will be free of defects in materials; and the Software shall not contain Trojans, viruses and malicious code that could infect Customer's other software or systems, (ii) the Software will operate substantially in accordance with the published specifications or documentation provided with the Software, and (iii) the Software and use thereof in accordance with this Agreement or the documentation does not infringe or violate any patent, copyright, trade secret or other proprietary right of any third party. For any breach of this warranty, GREENLIGHT will promptly repair or replace any defective media or Software, which fails to comply with such warranty. In the event GREENLIGHT is unable to repair or replace the Software, the applicable Software license, maintenance and professional Fees paid by Customer pursuant to this Agreement and any Schedule hereto, upon the return of the nonconforming Software, will be refunded.
 - C. **Disclaimers:** EXCEPT AS SET FORTH IN THIS AGREEMENT, SCHEDULES OR STATEMENTS OF WORK MADE PURSUANT HERETO, GREENLIGHT AND ITS THIRD PARTY SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY AS TO ANY ASPECTS OF THE SOFTWARE OR TO ANY SERVICES RENDERED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY DISCLAIMED. GREENLIGHT DOES NOT WARRANT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
9. **INDEMNIFICATION.** Customer will defend Greenlight for all costs and damages incurred, including reasonable attorneys' fees and expenses, arising from third party claims caused by (i) any negligent act or omission or willful misconduct on the part of the Customer or its employees or legal affiliates, (ii) failure to comply with any applicable laws, rules or regulations governing the Software, Customer's use thereof or providing of any services pursuant hereto, (iii) breach of any term, representation or warranty set forth herein, or (iv) a claim by a third party (who is not a party to this Agreement), that the software, as may be modified, altered and /or changed by the Customer infringes the intellectual property rights of such third party. Customer shall indemnify and defend Greenlight for all costs and damages incurred, including reasonable attorneys' fees and expenses, should a third party(who is not a party to this Agreement), claims infringement based upon alterations and/or modifications of the Software made by Customer and/or its legal affiliates. GREENLIGHT will defend Customer for all costs and damages incurred, including reasonable attorney's fees and expenses, arising from: (i) any negligent act or omission or willful misconduct on the part of GREENLIGHT or its employees or subcontractors, (ii) failure to comply with any applicable laws, rules or regulations governing the Software, GREENLIGHT's licensing thereof or providing of any services pursuant hereto, (iii) breach of any term, representation or warranty set forth herein, or (iv) a claim by a third party (who is not a party to this Agreement) that the Software furnished under and/or used within the scope of this Agreement infringes the intellectual property rights of such third party, provided that: (i) Customer notifies GREENLIGHT promptly in writing of the claim; (ii) GREENLIGHT has sole control of the defense and all related settlement negotiations and (iii) Customer, at GREENLIGHT'S expense, provides GREENLIGHT with reasonable assistance, information and authority necessary to perform the above. GREENLIGHT shall have no liability for any claim of infringement based on alterations or modifications of the Software in violation of this Agreement or any documentation provided hereto, unless authorized and under the direction of GREENLIGHT, or the combination, operation, or use of any Software furnished under this Agreement with programs or data or hardware not furnished or authorized in writing by GREENLIGHT or contemplated under this Agreement or the applicable documentation provided hereto, if such infringement would have been avoided by

the use of the Software without such programs or data or hardware. In the event the Software is held to infringe or Customer's use of the Software is enjoined, in addition to any indemnification obligation set forth herein, At GREENLIGHT expense, Customer shall advise GREENLIGHT if its wishes for GREENLIGHT to (a) modify the Software to be non-infringing; (b) obtain for Customer a license to continue using the Software; (c) substitute the Software with other substantially similar software reasonably suitable to Customer; or (d) if none of the foregoing remedies are commercially feasible, terminate the license for the infringing Software, refund the pro rata portion of the license Fees actually paid by Customer over a three (3) year term from the Effective Date. THE ABOVE STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND GREENLIGHT'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED FOR IN THE INDEMNIFICATION SECTION, EACH PARTY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO GREENLIGHT FOR THE SOFTWARE OR THE SERVICES AS TO WHICH THE CLAIM AROSE. TO THE EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **TITLE; OWNERSHIP; EQUITABLE RELIEF.**

A. **Title.** GREENLIGHT, or its suppliers or licensors, retains title to all portions of the GREENLIGHT Technology and any full or partial copies thereof and Customer shall retain title to all portions of the Customer Technology.

B. **Ownership.** Unless expressly described on a Schedule to the contrary, no Professional Services performed by GREENLIGHT resulting in Configurations for Customer shall change the ownership rights in either Customer Technology or GREENLIGHT Technology.

A. Customer hereby grants to GREENLIGHT a non-exclusive, world-wide license to use the relevant Customer Technology solely to the extent necessary to perform the Professional Services under this Agreement. Customer agrees to obtain for GREENLIGHT the right to use, for the purpose of performing the Professional Services and preparing the Configurations, such third party information, materials and technology, as GREENLIGHT reasonably requires in order to perform the Professional Services and/or develop or prepare the Configurations. In the event Customer is unable to obtain such right or otherwise acquire such information, materials or technology, GREENLIGHT shall have the right to immediately terminate any affected Statement of Work Schedule.

C. **Equitable Relief.** Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party may cause such other party irreparable injury, for which there may be inadequate remedy at law and, therefore, such other party will be entitled to seek equitable relief in addition to all other rights and remedies available to it.

12. **CONFIDENTIALITY.**

Each Party shall keep the other Party's Confidential Information secret and shall not disclose it to anyone except to those employees of a Party on a "need to know" basis who: (a) are actually engaged in activities to fulfill the obligations of a receiving Party (a "Recipient") under this Agreement, (b) are advised of the confidential nature of such information, and (c) have agreed to comply with the relevant terms of this Agreement with respect to such Confidential Information. Each Party shall protect Confidential Information of the other Party using the same degree of care as such Party uses to protect its own confidential information, but no less than reasonable care.

Confidential Information means (i) the Software, Order Schedule, prices, terms in this Agreement and any results and/or other feedback created, discovered or provided relating to software or services provided; and (ii) any non-public information, data or know-how that has been disclosed by a party to this Agreement to the other party in writing, orally or by access to the disclosing party's premises and identified by the disclosing party as confidential or proprietary or by its nature should be reasonably interpreted as confidential or proprietary. With respect to Confidential Information, the receiving party shall (i) use it solely for the purposes specifically provided in this Agreement; and (ii) not disclose it to a third party, other than employees on a need to know basis or consultants, affiliates, agents or subcontractors (third parties) under nondisclosure agreements at least as strict as this Agreement for a period of five (5) years from the date of disclosure or, if a trade secret, for such period of time as applicable law permits. The receiving party is liable for any misuse of Confidential Information by third parties if such misuse arises from the receiving party's violation of any obligation with regard to Confidential Information hereunder. The foregoing obligations or liabilities do not apply to information that (a) was rightfully in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, free of any obligation of confidence; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (d) is independently developed by the receiving party without use of the Confidential Information. In the event the receiving party is required to disclose Confidential Information pursuant to a judicial or governmental order, or valid subpoena, such party will promptly notify the other party to allow intervention in response to such order.

13. **TERM; TERMINATION.**

B. **Term:** Notwithstanding anything to the contrary, the term of the license grant for the Software is perpetual so long as Customer has paid in full all associated License Fees for the Software. The term for the initial Maintenance Services for the Software is one (1) year from date of delivery of the Software, unless otherwise specified on a Schedule. Subsequent renewal Maintenance Services term(s) for the Software will renew at Customer's election at the expiration of the prior term and continue for one (1) year terms thereafter, unless terminated pursuant to the terms of this Agreement. The term for providing Professional Services is stated on a Schedule.

C. **Termination:** Termination of this Agreement for any reason does not relieve Customer of its obligation to pay undisputed Fees accrued prior to the effective date of termination.

i. **Convenience.** After all Fees have been paid by Customer under this Agreement, Customer may terminate any Software license at any time upon written notice however, GREENLIGHT has no obligation to return any of the license, Professional Service or initial Maintenance Services Fees to Customer. With the exception of the initial Maintenance Services Term, Customer may terminate any subsequent Maintenance Services term(s) upon thirty (30) days prior written

Greenlight Technologies, Inc.

notice to GREENLIGHT. Customer shall be responsible for Maintenance Services Fees through the effective date of termination and shall receive a pro rata refund of any unused prepaid Maintenance Services Fees, excluding the initial Maintenance Services Fees. GREENLIGHT may terminate Maintenance Services or Professional Services in the event Customer fails to pay Fees and fails to cure within thirty (30) days from date of written notice; Customer shall thereafter receive a credit or reimbursement for any unused prepaid Maintenance Services Fees previously paid.

- ii. **Cause.** Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days written notice specifying the breach in detail.
- iii. **Survival.** Sections that by their nature survive expiration or termination shall survive any expiration or termination of this Agreement.

- 14. **ASSIGNMENT.** Neither party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld. However, this Agreement may not be assigned by Customer, if Customer has purchased an enterprise license. Any prohibited assignment or sublicense or transfer shall be null and void. This Agreement will be binding upon the successors and assigns of both parties. Notwithstanding anything to the contrary set forth above, nothing herein shall prevent Customer from assigning its rights hereunder to a wholly-owned subsidiary of Customer or a wholly-owned subsidiary of its parent
- 15. **GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of New Jersey.
- 16. **ATTORNEY'S FEES.** In the event legal action is required to enforce or interpret any terms and conditions of this Agreement, the prevailing party in such legal action shall recover all reasonable costs and expenses, including attorney's fees, incurred in connection with such action.
- 17. **ENTIRE AGREEMENT.** This Agreement, together with the Schedules constitutes the entire agreement between the parties regarding Customer's use of the Software and/or Services. No purchase orders, other ordering documentation, email or any hand written or typewritten text which purports to modify or supplement this Agreement shall add to or vary the terms and conditions of this Agreement. This Agreement replaces and supersedes any prior verbal understanding, written communications or representations made by the parties regarding the subject matter contained in this Agreement.
- 18. **EXPORT COMPLIANCE.** Customer will comply with all applicable laws and regulations in its use of the Software. Customer may not export, re-export or otherwise transfer the Software except in full compliance with all applicable laws and regulations, including but not limited to the U.S. Export Administration Act and Regulations.
- 19. **AMENDMENTS; FUTURE SCHEDULES.** Future orders of Software, Maintenance Services and/or Professional Services may be added under the terms and conditions of this Agreement. In order to add future orders, Customer may: (i) submit a new purchase order ("**PO**") outlining the new order; or (ii) submit a completed Customer Reorder Form ("**CRF**") to be provided by GREENLIGHT at that time; or (iii) the parties may enter into a written amendment. Additional Professional Services require a new Statement of Work, but, Customer may extend the number of days of Professional Services to an existing Statement of Work by submitting a PO or CRF without a Statement of Work.
- 20. **GENERAL.** GREENLIGHT may not issue a press release or make any public statement which references Customer or includes a Customer quote without Customer's prior written consent. GREENLIGHT may list Customer's name on its list of customers using the Software with Customer's prior written approval of the context of use. Notices shall be in writing, sent to the addresses listed on the Facing Page and sent by overnight mail, courier, first-class mail or facsimile (followed by confirmation copy by mail), and are deemed received upon delivery. The parties shall not be liable for any failure to perform due to causes beyond its reasonable control. The failure to enforce any right will not be deemed a waiver of such or any other right, including the right to enforce a subsequent breach of the same obligation. In the event that any part of this Agreement is found to be unenforceable, the remainder shall continue in effect and such part shall be changed and interpreted so as to best accomplish the objectives of such part to the extent permissible by law and consistent with the intent of the parties as of the Effective Date. The parties are independent contractors and this Agreement will not be construed as a teaming agreement or joint venture. This Agreement may be executed in counterparts, each of which will be considered an original, but all counterparts together will constitute one agreement. A facsimile or scanned e-mail transmission of a signed copy of this Agreement received from Customer may be relied upon as an original. The parties executing this Agreement represent and warrant they have the authority to enter into this Agreement on behalf of their respective party.

Agreed to and accepted:

Greenlight Technologies, Incorporated

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1
MAINTENANCE SERVICES PROGRAM

LEVEL OF CARE: Customer has selected the following level of care under the Maintenance Services Program.

Customer must have at least one (1) primary Internal Technical Representative and is entitled to two (2) additional backup Internal Technical Representatives to receive Maintenance Services support from GREENLIGHT.

STANDARD CARE SOFTWARE LICENSE PROGRAM

The Service Window is open during the Business Hours.

EXTENDED CARE SOFTWARE LICENSE PROGRAM

The Service Window is open 24 Hours per day for Business Days.

PREMIUM CARE SOFTWARE LICENSE PROGRAM

The Service Window is open 24 Hours per day.

To receive Maintenance Services, an Internal Technical Representative must report a Case to GREENLIGHT's Technical Support Organization ("TSO"). In accordance with the applicable provisions of Section 2 below, a Case may be reported by telephone or email.

Once a Case is received by telephone, a Response will be issued within two (2) Business Hours. If a Case is submitted via email, a Response will be returned within one (1) Business Day.

TERMS:

1. **DEFINITIONS:**

"**Business Day**" shall mean Monday through Friday, excluding major holidays.

"**Business Hour**" shall mean an hour between 9:00 a.m. to 6:00 p.m. EST.

"**Case**" shall mean a report sent by Customer to the TSO regarding an Error.

"**Error**" shall mean a material failure of the Software to conform to the published product specifications. Errors do not include, and GREENLIGHT will have no responsibility for, any of the following circumstances which adversely impact the operation of the Software or the ability of GREENLIGHT to provide Maintenance Services: (i) the Software has been modified or damaged in any manner by any person or entity other than GREENLIGHT and such modification is not intended or contemplated under the documentation; (ii) the Software has been used outside the scope of the license granted under this Agreement; (iii) any failure of the computer hardware, the computer operating system and/or other software utilized by Customer; (iv) the Software has been installed or operated other than in accordance with GREENLIGHT's installation and operations instructions, including, without limitation, on computer hardware, or operating systems other than for which that System Release was designed; or (v) GREENLIGHT affirms to Customer that the Error in question has been corrected in the most current New Release and such New Release is made available to Customer.

"**Fix**" shall mean, in GREENLIGHT's discretion, a temporary work-around, Patch, or bypass supplied by GREENLIGHT or temporary implementation by Customer of a data input or operational procedure in order to diminish or avoid the effect of an Error.

"**Interim Release**" shall mean an interim release version of the Software in which one or more previously identified Errors have been corrected. A new Interim Release typically will be indicated by the addition of one (1) to the third digit of the release number (e.g. v.X.X.2 would be the next Interim Release after v.X.X.1).

"**Internal Technical Representative(s)**" shall mean engineers of Customer who: (i) serve as the contacts with GREENLIGHT on all Maintenance Services matters; (ii) are responsible for administration of the Software; and (iii) have been trained by GREENLIGHT within ninety (90) days of the Effective Date.

"**New Release**" shall mean a System Release, Version Release, or Interim Release of the Software licensed under this Agreement.

"**Patch**" shall mean an engineering Fix to a problem to be incorporated into a New Release.

"**Priority 1 Error**" shall mean an Error that: (1) causes system-wide Software failure in production; or (2) poses imminent danger to Customer's equipment or data in production.

"**Priority 2 Error**" shall mean an Error that: (1) is a critical problem with core component of Greenlight solution not causing a complete failure but (2) causing a substantial non conformance with the documentation.

"**Priority 3 Error**" shall mean any Error other than a Priority 1 Error or Priority 2 Error.

"**Question**" shall mean a technical question relating to the function of the Software or non-technical question relating to the Maintenance Services Program.

"**Response**" shall mean an acknowledgment from TSO of the receipt of the Case.

"**Service Window**" shall mean the time window during which an Internal Technical Representative can contact a member of TSO directly, via telephone (or after-hours telephone if Customer has selected and purchased the Premium Level of Care).

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“**System Release**” shall mean a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. [A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).]

“**Technical Support Organization**” shall mean a team of GREENLIGHT product specialists in the technical support organization and may also be referred to as “TSO.”

“**Version Release**” shall mean an updated version of the Software with a limited number of new or enhanced functions and/or features. A new Version Release typically will be indicated by the addition of one (1) to the second digit of the release number (e.g. v.X.2.X would be the next Version Release after v.X.1.X).

2. **SUPPORT COVERAGE**

A. **Telephone Support.** Telephone support will be available to Internal Technical Representatives during Business Hours

B. **Email Support.** An Internal Technical Representative may report Cases by sending an email to support@greenlightcorp.net. Responses to email are provided during the Business Hours only for both Standard and Premium Levels of Care.

C. **After-Hours Phone Support.** The after-hours phone number will be provided to Customer if Customer has selected and purchased the Premium Level of Care. The after-hours phone should be used outside of Business Hours only.

D. **Response Method.** Upon receipt of a Case, a TSO member will communicate to the Internal Technical Representative by email to assist with the Case and report the status of GREENLIGHT’s efforts to correct an Error.

E. **Customer Obligation.** Upon request of the TSO member working on the Case, Customer shall permit TSO to access the Customer environment through a remote control software application and provide necessary network access for purposes of troubleshooting the Case; TSO member shall work with Customer’s change control process which is responsible for managing and monitoring any changes made to Customer’s systems.

3. **ERROR CORRECTION.**

A. **Error Procedures.** GREENLIGHT will exercise commercially reasonable efforts to correct any Error reported by Customer according to the procedures set forth herein.

i. **Priority 1 Errors:** GREENLIGHT will assign one or more engineers to attempt to replicate the Error. If the Error can be replicated, GREENLIGHT will: (1) commence work to provide Customer with a Fix and (2) provide Customer with periodic reports on the status of such a Fix. GREENLIGHT will use commercially reasonable efforts to (a) deliver a Fix to Customer, and (b) to correct such Error in a future New Release.

Initial response times for Priority 1 errors will be within 4 hours during normal business hours. Greenlight will use commercially reasonable efforts to develop a fix as soon as possible. Greenlight will also provide an update every 4 hours during the normal business hours on the resolution.

ii. **Priority 2 Errors:** A member of the TSO, as determined by the level of care selected by Customer, will respond to reports of Error conditions brought to GREENLIGHT’s attention by Customer. GREENLIGHT will use commercially reasonable efforts to (a) provide Customer with a Fix to such Error, and (b) to correct such Error in a future New Release.

Initial response times for Priority 2 errors will be within 8 hours during normal business hours. Greenlight will use commercially reasonable efforts to develop a fix as soon as possible. Greenlight will also provide an update every 8 hours during the normal business hours on the resolution.

iii. **Priority 3 Errors:** A member of the TSO, as determined by the level of care selected by Customer, will respond to reports of Error conditions brought to GREENLIGHT’s attention. GREENLIGHT may correct such Errors in a future New Release.

Initial response times for Priority 3 errors will be within 5 business days. Greenlight will use commercially reasonable efforts to develop a fix as soon as possible. Greenlight will also provide an update every week on the resolution.

B. **Escalation.** In those instances where: (i) GREENLIGHT cannot provide a Fix to a Priority 1 Error within a reasonable period of time after a member of TSO has responded to the Customer, or (ii) Customer is not satisfied with the progress attained, GREENLIGHT will review the plan for addressing such Error with Customer. Customer may escalate the matter to GREENLIGHT’s TSO management if it reasonably determines the plan of action does not demonstrate GREENLIGHT is making commercially reasonable efforts to correct the Error in light of its impact on Customer’s business. The parties shall thereafter negotiate a reasonable and equitable solution to the issue.

4. **PRODUCT RELEASES**

A. **New Releases.** Whenever GREENLIGHT makes a New Release generally available to its customers, GREENLIGHT will provide a copy of such New Release to Customer at no additional charge so long as Customer is enrolled in a Maintenance Services Program. GREENLIGHT may deliver New Releases to Customer electronically. Upon delivery to Customer, any New Release will be considered “Software” for purposes of this Agreement.

B. **Prior Versions.** GREENLIGHT’s obligations with respect to Maintenance Services are expressly conditioned upon the installation and use by Customer of either: (i) the most current version of the Software; or (ii) the immediately preceding New Release, for a period of twelve (12) months after the most current New Release is made available to the Customer.

5. **SCOPE OF SERVICE**

A. **Additional Software Products.** GREENLIGHT will provide Maintenance Services for additional GREENLIGHT software products acquired after the Effective Date upon terms to be mutually agreed upon in writing by the parties.

B. **Additional Maintenance Services.** In the event Customer’s technical environments, facilities or GREENLIGHT product mix changes such that Customer is not satisfied with the Maintenance Services provided under this Agreement, Customer and GREENLIGHT will meet and discuss options to improve the provision of Maintenance Services. Customer understands changes or additions to the Maintenance Services, such as changes in the level of care, may be accompanied by an increase in Fees which the parties will mutually agree to.

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- C. **Maintenance Services Provided to Other Than Internal Technical Representative.** GREENLIGHT shall not provide Maintenance Services to anyone except Internal Technical Representatives.
- D. **Original Software and Customizations.** GREENLIGHT will support the software originally purchased by the client and provided by GREENLIGHT according to the terms and conditions of the sale including GREENLIGHT support, upgrades and customizations to the GREENLIGHT software based on the client maintaining a support contract with GREENLIGHT. Changes to the environment including Hardware, Operating Systems and versions, Applications and versions, network changes, etc. are considered outside the scope of this support agreement. GREENLIGHT may choose **for additional Fees as agreed upon** to assist the client in the event of such between the client and GREENLIGHT.

Agreed to and accepted:

Greenlight Technologies, Incorporated

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 2
STATEMENT OF WORK
Schedule 2
For

Statement of Work No. ____
Document Date: _____

Schedule 3
Appendix A
ORDER FORM

To
Greenlight Technologies Inc. ("Greenlight")
SOFTWARE END-USER LICENSING AGREEMENT ("Agreement")
Effective _____
With
_____ ("Licensee")

Effective Date of this Appendix is _____

This appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern solely with respect to the subject matter hereof.

1. Licensed Software:

The Software licensed to Licensee pursuant to this Appendix consists of the components identified below and specified as being licensed Software.

1.1 Purchase Order

Description	Quantity
Total Software License Fees	\$USD
Annual Support and Maintenance Fees	\$USD
Total License and Annual Support	\$USD

Installation services will be covered under a separate Statement of Work and considered part of this agreement.

Software License Fees and Annual Support Fees in the amount of \$_____ will be invoiced upon contract execution. The payment terms on the invoices will be net 45 days from invoice date. All prices are USD.

Agreed to and accepted:

Greenlight Technologies, Incorporated _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____