



“Solix ExAPPS” Sale, Maintenance and Support Agreement

This Sale, Maintenance and Support Agreement (“Agreement”), made effective as of the day of, 2010, by and between Solix Technologies, Inc., a Delaware corporation, with offices at 4500, Great America Parkway, Suite # 120, Santa Clara, CA 95054 (hereinafter referred to as "Solix"), andxyz..... with offices at (hereinafter referred to as "Customer").

WHEREAS, Solix has developed an application retirement appliance and has the right to market and license the use of certain embedded software and related documentation; and

WHEREAS, Customer is desirous of purchasing and using the Appliance subject to the following terms stipulated in this Agreement; and

WHEREAS, Customer wishes to engage Solix to render certain maintenance and support Services with respect to the Appliance and Solix has agreed to render such services, on the terms and conditions set out hereinafter

NOW THIS AGREEMENT WITNESSETH: -

The following Exhibits are attached and incorporated into this Agreement by this reference as if fully set forth in this Agreement.

<u>Exhibit</u>	<u>Title</u>
A	Customer’s Purchase Order
B	Solix Maintenance & Support Agreement
C	Solix Master Software License Agreement

1. Definitions.

- a. **Appliance** means the application retirement appliance “Solix ExAPPS” and/or “Solix ExAPPS Mini” developed by Solix and sold and supported to Customer under this Agreement.
- b. **Solix Software** means Solix proprietary software embedded in the Appliance or provided to Customer in connection with the Appliance and related documentation
- c. **Third Party Software** means third party software embedded in the Appliance or provided to Customer in connection with the Appliance and related documentation
- d. **Software** means and includes Solix Software and Third Party Software
- e. **Services** means the maintenance and support services more particularly described in Exhibit B hereto, which shall be rendered by Solix subject to the terms and conditions herein and in Exhibit B.

2. Ordering and Purchase Orders. Customer will order Appliance by issuing a Purchase Order to the address first appearing in this Agreement (“Customer’s Purchase Order”). Purchase Order shall be in writing, by telefax, or email. Each Purchase Order will contain item



ordered, description, quantity, date for delivery, destination, and total price. Solix will "Verify" receipt of a Purchase Order within three business days of Order transmission by Customer. As used in this Agreement, "Verify" will mean Solix's notification to Customer that all necessary Purchase Order information has been received in a readable and understandable format, or that discrepancies, as noted, require clarification. Solix will have five business days after receipt to accept or decline a Purchase Order. Once a Purchase Order has been entered and acknowledged by Solix, a firm shipping schedule shall be notified to Customer.

3. Delivery, Title and Risk of Loss or Damage.

(a) Deliveries.

(i) Deliveries will be made to Customer or to a Customer's designated third party. Solix will make all arrangements for shipment through a carrier. Customer or the designated third party will pay all shipping and transportation charges directly to the carrier. If such charges have been prepaid by Solix, Customer will reimburse Solix pursuant to Solix's invoice for such charges.

(ii) Solix will have the right to make partial shipments, and each partial shipment will be deemed a separate sale, and payment therefore will become due in accordance with the terms of this Agreement.

(iii) It will be the responsibility of Customer to inspect the Appliance after delivery. Solix will not be liable for any shortage or damage to the Appliance (or the box or other shipping materials) unless it receives written notice of any such shortage or damage within 5 business days after the date of delivery to Customer and such shortage or damage results from the negligence of Solix. Such written notice must include the serial number of the damaged Appliance. Customer will obtain a "Return Material Authorization" number within five (5) days of receipt of delivery of the Appliance, for any such damaged Appliance and will return such damaged Appliance or the damaged parts of the Appliance to Solix, via freight collect, for credit in the amount paid by Customer for such Appliance.

(b) Title and Risk of Loss or Damage.

Risk of loss or damage to products sold under this Agreement pass at the F.O.B. point upon delivery to Customer or the freight carrier or other Customer's agents for delivery of the Appliance, whichever occurs first. Title in the Appliance shall pass upon receipt by Solix of all payments from Customer.

4. Limited Warranty. Solix warrants that the hardware forming part of the Appliance shall for a period of twelve (12) months from the date of this Agreement be free from defects in design, material and workmanship and shall conform to the terms and conditions of all applicable schedules or specifications, drawings, documentation ("Limited Warranty"). This Limited Warranty does not cover (i) third party software products forming part of the Appliance and problems caused by such third party software products, (ii) repairs necessitated by alteration or repair by anyone other than authorized Solix representatives, (iii) damage or problems due to



products not supplied by Solix under this Agreement or (iv) damage or problems due to external causes including force majeure, usage not in accordance with product instructions or normal wear and tear. Solix agrees to pass on to Customer the benefits of any warranties provided by an original equipment manufacturer of third party products forming part of the Appliance to the end user of such third party products. Solix's sole obligation and exclusive remedy of Customer for breach of the Limited Warranty provided herein shall be, at Solix's option, to repair or replace the affected parts of the Appliance, or provide a pro-rata refund for the affected parts. Solix, at its discretion, may use new, refurbished, or reconditioned parts to perform any warranty repair or replacement of its products or provide a replacement unit of Solix's choosing that is at least equivalent to the defective product in hardware performance.

5. **Software.** Notwithstanding anything to the contrary elsewhere contained, Customer acknowledges and agrees that Customer's use of Solix Software shall be governed by, subject to and in accordance with the Solix Master Software License Agreement attached as Exhibit C to this Agreement. Notwithstanding anything to the contrary elsewhere contained, Customer acknowledges and agrees that Customer's use of any Third Party Software shall be governed by, subject to and in accordance with that third party's end user software licensing agreement.
6. **Term.** The term of this Agreement, excluding any Purchase Order, will commence on the effective date set forth above and will continue unless terminated in accordance with Section 14 of this Agreement
7. **Services.** During the Term, Solix agrees to render the Services specified in Exhibit B which shall cover:
 - a) Conducting unscheduled on-call corrective and remedial maintenance/ repair including supply and replacement of defective or unserviceable parts or components of the Appliance subject to the terms below:
 - i. The parts or components replaced will either be new parts or equivalent in performance to new parts or components.
 - ii. Whether the defective parts or components are to be replaced or repaired shall be at the sole discretion of Solix.
 - iii. Parts or components replaced shall be returned to Solix and become the property of Solix. All rights of the Customer in or to any replacement shall terminate immediately upon such replacement.
 - b) Technical support assistance for software shipped with the Appliance

Any service provided by Solix, which is outside the purview of the Services contemplated herein, shall be deemed as additional services and be governed under Solix's Master Consulting Agreement and Solix's then prevalent hourly Consulting rates.

8 Customer Responsibilities. Solix's provision of Services to Customer is subject to Customer's compliance with the following:

Customer shall provide Solix with access to Customer's personnel and the equipment if a problem Customer is experiencing cannot be reasonably duplicated at Solix's support facilities.



Customer shall document and promptly report all errors or malfunctions of the Appliance to Solix.

Customer shall maintain a current backup copy of all Software and related data.

Customer shall train (or have trained by Solix or a Solix Authorized Channel Partner) its personnel in the use and application of the Appliance and its Software.

Customer shall be responsible to reimburse all reasonable and ordinary costs that are incurred by Solix for any onsite assistance that is requested in writing by Customer including travel, boarding and lodging, provided such expenses are in compliance with Customer's then current travel and expense policy. All airline travel shall be in tourist/economy class to be eligible for reimbursement, excepting emergency situations which must be pre-approved by Customer.

9. Payment Terms.

9.1 Fees and other charges: Customer agrees to pay Solix the price, fees and other charges set forth in Exhibit A and Exhibit B.

9.2 Duties and Taxes: All such fees and other charges required to be paid by the Customer under this Agreement shall be exclusive of all applicable duties and taxes.

9.3 Payment terms for Appliance: All payments required by this Agreement are stated and will be made in United States dollars. Payments for the Appliance, excluding delivery charges, will be made to Solix no later than thirty (30) days from the date of Solix's invoice to the Customer. Solix invoice shall exclude any duties and taxes which shall be directly paid by Customer to concerned authorities.

Software key for the Appliance shall be given only on receipt of full invoice payment. Any dues beyond thirty (30) days shall bear a late fee of 1.5% per month until the actual date of payment. Payments not made within ninety (90) days shall entitle Solix to demand Customer returning the Appliance at Customer's cost and bearing any collection or legal fees incurred by Solix.

9.4 Payment terms for Support Services: The Fees payable towards Support Services shall be paid yearly in advance. In case the Customer defaults in payments, Solix shall charge an interest at the rate of 1.5% per month from the date that it was due until the actual date of payment. In the event of failure by Customer to make payments as per this clause Solix reserves the right to terminate Exhibit B of this Agreement with no further notice and stop providing technical support. There shall be no charges for termination of orders or for Services not yet provided and Solix shall not be held liable for the same. Customer shall be responsible for payment of Services already provided by Solix but not yet invoiced. The fee for the Services will be subject to an annual increase not greater than 5% compounded annually from date of this Agreement

10. Representations and Warranties. Except for the limited warranty set forth in section 5 herein Solix makes no other representations, promises, guarantees or warranties,



express or implied, statutory or otherwise, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose or non-infringement, and Solix expressly disclaims all warranties not expressly stated in this agreement. `

11. Confidential Information. Notwithstanding any other provision of this Agreement, Customer agrees to maintain in confidence, and not to disclose to any third party, any information of any nature whatsoever furnished by Solix, except for information which is (1) at the time of disclosure or subsequently becomes part of the public domain through no fault of Customer (ii) at the time of disclosure already known to Customer and Customer can prove such prior knowledge or (iii) subsequently disclosed on a non-confidential basis to Customer by a third party whose receipt and disclosure does not constitute a violation of any confidentiality obligation to Solix (“Confidential Information”). Except for information which is public, all information furnished by Solix to Customer will be considered to be proprietary and confidential information, whether or not specifically so designated and Customer will take all reasonable steps to preserve its confidentiality, including, but not limited to, informing its employees in writing of the confidential nature of the information and any items of information specifically identified as secret or proprietary will be given special attention and care in addition to what otherwise would be required pursuant to the provision of this Section. The Confidential Information to be furnished may include, but will not be limited to, customer or supplier lists and data, price lists, forecasts and information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and marketing concepts, plans, strategies or techniques and the fact of Solix's intent to manufacture or market any new product. Customer further agrees not to use any such information in any way, directly or indirectly, except as required in the course of the performance of the terms of this Agreement and will at Solix's request upon termination of this Agreement cease using such information and, at Solix's option, return or destroy all such information having tangible form. Customer will not copy or otherwise reproduce the any proprietary information. Customer will devote its best efforts to ensure that all persons afforded access to any materials containing Confidential Information refrain from any such unauthorized use, copying, or disclosure. Customer acknowledges that irreparable injury will result to Solix from violation of any of the terms of this Agreement. Customer expressly agrees that Solix will be entitled, in addition to damages and any other remedies provided by law, to an injunction or other equitable remedy respecting such violation or continued violation, without the necessity of posting any bond. Customer agrees to indemnify and hold Solix and its affiliates harmless from (i) any and all costs, claims, expenses, penalties, damages, actions and liabilities (collectively, “Loss”) and (ii) any and all attorneys’ fees and expenses incurred or suffered in connection with any such Loss, as a result of, in connection with, or in any way arising from the Customer's breach of this Agreement. All Confidential Information, and any Derivatives thereof whether created by Solix or Customer, remain the property of Solix and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, “Derivatives” will mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. This agreement (including all Exhibits, and all transactions pursuant to this agreement) are understood to be confidential



information not to be disclosed or used by either party except as provided in this agreement. This section 11 shall survive any expiration or termination of this agreement.

12. Limitation of Liability. Notwithstanding anything to the contrary elsewhere contained, under no circumstances will Solix be liable to customer for any injuries, damage to or replacement of product or property, costs for recovering, reprogramming, or reproducing any program or data used with the appliance, or any special, indirect, incidental, exemplary, punitive, economic or consequential damages or claims for loss of business or loss of profits whatsoever, even if Solix was advised of the possibility of such loss or damage. Subject to the foregoing and notwithstanding anything to the contrary elsewhere contained, in no event will the maximum aggregate liability which Solix, its licensors and related persons may incur in any action or proceeding exceed the fees (excluding reimbursements) received by Solix under this agreement during the six months preceding the date of such claim and if the direct damages result from customer's use of the appliance such liability shall be limited to the price paid (excluding any delivery or shipment charges) for the relevant appliance giving rise to the liability. Solix disclaims any and all liability for recommendations that Solix may make to customer with respect to third party products or software. This section will not apply only when and to the extent that applicable law specifically requires liability, despite the foregoing exclusion and limitation. This section shall survive any expiration or termination of this agreement.

13. Intellectual Property Rights and Indemnity. Solix will retain sole ownership of the entire right, title and interest in and to all intellectual property rights relating to the Appliance, including without limitation any tools, equipment, dies, gauges, models, drawings, or other materials, that are or have been designed and developed by Solix. Solix does not warrant, represent or otherwise guarantee that the use of the Appliance or the combination of the Appliance with other products or software not provided by Solix will not infringe upon or otherwise conflict with patents, copyrights, trademarks or other rights owned or claimed by other persons, firms or corporations. Customer will take no action to impair or contest Solix's or its licensor's rights in and to its patents, copyrights, trademarks, trade secrets and other proprietary rights in and to the Appliance. Customer will in no manner represent that it has any ownership interest in Solix's patents, copyrights, trademarks or registrations relating to them. Customer agrees to indemnify, defend and hold harmless Solix from and against any and all costs, expenses and damages, including without limitation reasonable attorneys' fees, with respect to any claim arising out of or resulting from Customer's breach of this Section 14 or any claim by a third party arising out of Customer's acts or omissions.

14. Termination.

(a) Termination for Convenience. This Agreement, excluding any Purchase Order, may be terminated by either party for convenience by providing 90 days prior written notice to the other party.

(b) Termination by Solix for Cause. This Agreement may be terminated by Solix (a) Pursuant to Section 10 of this agreement or (b) on written notice effective 30 days from date of such notice if: (i) Customer is in default or breach in performing any of the terms of this Agreement, unless Customer cures such default or breach within said 30-days notice period; (ii) Customer is acquired, whether by purchase, merger, consolidation, or other form of



reorganization; or the controlling interest in Customer is sold. Customer will give prompt written notice to Solix upon the occurrence of any act under this sub paragraph (iii); or (iv) Customer is adjudged a bankrupt and such judgment is not vacated within 30 days thereafter.

(c) Termination by Customer for Cause. Customer may terminate this Agreement, excluding any Purchase Order, on written notice effective 30 days from date of such notice if: Solix is in default or breach in performing any of the material terms of this Agreement, unless Solix will cure such default or breach within said 30-day notice period.

(d) Other Terminations. Either party may terminate this Agreement effective immediately by written notice to the other party if at any time: (i) the other files a voluntary petition in bankruptcy; (ii) a court takes and retains for at least 30 days jurisdiction of the other's assets under a federal reorganization act; (iii) a receiver for the other of all or a substantial portion of its assets is appointed by a court and such appointment is not vacated or stayed within 30 days; (iv) the other suspends business; (v) the other makes an assignment of all its assets for the benefit of its creditors; or (vi) a claim is made that the Appliance infringe the industrial rights of third parties and Solix elects to discontinue selling the allegedly infringing products.

(e) Effects of Termination. Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective parties and Customer shall pay all amounts due to Solix up to the effective date of termination. In the event of termination by Solix, Solix will effect *pro rata* refund of advance sums paid to Solix, for the unutilized period.

15. Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement which is due in whole or in part directly or indirectly to any unforeseeable cause of any nature beyond the reasonable control of such party. In the event of the happening of such cause, the party so affected will give prompt written notice to the other party, stating the period of time the same is expected to continue and take all reasonable measures to ensure that the effects of such case of force majeure are kept as minimal as possible. This section does not relieve Customer from the obligation to pay in accordance with the payment terms pursuant to this Agreement.

16. Notices. All notices and reports required by this Agreement will be in writing. All notices and reports may be given or served by: (i) delivery to an air courier addressed to the party for whom intended at the address stated below; (ii) sent by facsimile (provided such notice of report is also sent by mail); or (iii) by personal delivery to an authorized agent of the party for whom intended. Notices and reports should be sent to the parties at the addresses, set forth in the Agreement or at such other addresses as may be designated in writing by the respective parties. Any notices and reports will be deemed effectively given when received by the other party. All written notices will be effective when first received by Customer at its address first set forth above, and by Solix at the following addresses:



Solix

Attention: Legal Department
Solix Technologies, Inc.

Customer

Attention: Legal Department
XYZ Corporation

17 Assignment. This Agreement will be binding and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Customer will not assign, subcontract, transfer, encumber or hypothecate directly or indirectly this Agreement or any rights in this Agreement to the benefit of any third party without the express written consent of Solix which may be withheld in its sole discretion. The rights of this Agreement will not inure to the benefit of any third party.

18 Rights and Remedies. All rights and remedies conferred by this Agreement, by any other instrument, or by law are cumulative and may be exercised singly or concurrently. If any provision of this Agreement is held invalid by any law or regulation of any government or by any court, such invalidity will not affect the enforceability of any other provisions of this Agreement.

19. Applicable Law. This Agreement will be deemed entered into and will be construed and enforced in accordance with the laws of the State of California as applied to contracts entered into and to be performed entirely within California.

20. Disputes. The parties to this Agreement consent to the exclusive jurisdiction of the courts of the State of California and the United States, in respect of any legal action or proceeding related to this Agreement. Customer irrevocably consents and agrees that any proceeding arising under this Agreement may be brought in any such court as Solix may select and by execution of this agreement, (b) submits to and accepts with regard to any such action or proceeding, for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts, (c) irrevocably waives any objection which it may now or subsequently have to the laying of the venue of any suit, action or proceeding arising out of or relating to this agreement in the county of Santa Clara, California, (d) irrevocably waives any claim that the county of Santa Clara is not a convenient forum for any such suit, action or proceeding, and (e) agrees that final judgment obtained against it in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction within or outside the United States of America.

21. Compliance with Laws. Customer will comply with all applicable laws and regulations of the United States and any other country, including with those involved with the Appliance transaction concerning export, import and re-export of goods.

22. Survival. The provisions of this Agreement intended by their nature to survive, including without limitation "Representations and Warranties," "Limitation of Liability," "Confidential Information," "Intellectual Property Rights and Indemnity," "Termination," "Force Majeure," "Assignment," "Rights and Remedies," "Applicable Law," "Disputes," "Compliance with Law," and "General," will survive termination or expiration of this Agreement. In addition,



each party's obligation to pay any amounts owing to the other party at the time of any termination of this Agreement will survive any termination. Further, all rights to recover for any breaches of this Agreement that occurred prior to any termination of this Agreement will survive such termination.

23. General.

(a) Entire Agreement and Order of Precedence. This Agreement is the complete and entire understanding between the parties on this subject matter and supersedes all prior agreements, proposals, representations, statements, or understandings whether written or oral on this subject between them. The provisions of this Agreement may be amended or waived only by writing executed by the authorized representatives of the parties to this Agreement. In the event of any conflict between the terms of Sections 1 through 24 of this Agreement and any Exhibit attached to this Agreement, the terms of the Exhibit shall prevail.

(b) No Waivers. If either party to this Agreement will, on any occasion, fail to perform any provision of this Agreement, and the other party waives or does not enforce that provision, the failure to enforce will not prevent enforcement of the provision on any other occasion.

(c) Relationship of parties. Solix is an independent contractor, and that this Agreement does not establish either Customer or Solix as an agent, partner, joint venturer, employee, servant, or legal representative of the other for any purpose whatsoever.

(d) Severability If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

(f) Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute a single instrument and agreement.

(g) Press Releases. SOLIX may, with Customer's consent, include Customer's name and/or logo in SOLIX's marketing materials, advertisements, sales presentations, and on SOLIX's web site, and to link to Customer's web site on the World Wide Web.

(h) Non Solicitation. During the term of this Agreement and for a period of one (1) year after the termination of this Agreement each party agrees that it will not hire or solicit for employment, either directly or indirectly, any employee of the other party to whom it was introduced in connection with this Agreement. In the event of breach of this Section 24 (h), the breaching party agrees to pay the non-breaching party, by way of liquidated damages, an amount equivalent to the annual gross salary of the employee solicited or hired. Nothing in this Section shall prevent either party from hiring employees of the other party who are responding to advertisements in the public domain.

IN WITNESS WHEREOF, the authorized representatives of the parties represent that they have read this Agreement, understand it and agree to be bound by it without exception by executing it below:



Solix Technologies, Inc.

Customer

Signature _____

Printed Name _____

Title _____

Date _____



Exhibit A
Purchase Order



Exhibit B

Solix ExAPPS Maintenance and Support Addendum

The Solix ExAPPS MAINTENANCE AND SUPPORT Addendum (“Addendum”) is executed by and between Solix Technologies Inc. (“SOLIX”) a Delaware Corporation with its principal office located at 4500 Great America Parkway Ste 120, Santa Clara, CA 95054, USA and _____, a _____ corporation with its principal office located at _____. (“CUSTOMER”)

This Addendum is executed for providing maintenance and support services to the CUSTOMER who has executed a written Solix ExAPPS Sale, Maintenance & Support Agreement (“Agreement”), dated _____ with SOLIX with regard to the use of the Appliance. For the purpose of this Addendum, the maintenance and support services and the terms shall be applicable only after CUSTOMER signing this Addendum and paying the requisite maintenance and support fees and the taxes (“Service Fee”) in advance. This Addendum specifies the Services to be provided pursuant to the Agreement and stipulates the terms and conditions in adherence to which SOLIX shall provide such Services to CUSTOMER. The terms of this Addendum shall supplement the terms of the Agreement and terms not specifically defined in this Addendum shall have the same meaning as defined in the Agreement. In the event of any direct conflict between the terms of this Addendum and the Agreement, the terms of the Agreement shall supersede and have control. The Services under this Addendum do not include any improvements, customizations or modifications made to the Appliance by, or for, the Customer unless otherwise agreed to in a written agreement executed by SOLIX and CUSTOMER. In any event, except pursuant to such a specific agreement between SOLIX and CUSTOMER, modification of the Appliance is strictly prohibited. The term of this Agreement shall commence on the date set forth above and shall remain in force for one (1) year. Thereafter, this Addendum shall be automatically renewed for successive one-year terms subject to CUSTOMER’s payment of the annual Service Fee on or before the expiry of one year from the date of this Agreement or before the expiry of any successive renewal terms, whichever applicable (“Anniversary Date”). In the event that CUSTOMER fails to pay the annual Service Fee on or before the Anniversary Date, this Addendum shall be deemed automatically terminated without any prejudice to the Agreement, provided however that at SOLIX’s option and subject to the payment by CUSTOMER of the Reinstatement Fee, this Addendum may be reinstated after such termination. “Reinstatement Fee” shall mean the amount equivalent to the annual Service Fee due from the date of such termination plus an additional charge of 50% of such amount. This Addendum shall be deemed to be automatically terminated on i) earlier termination of this Addendum by SOLIX or termination of the Agreement; or ii) upon modification, alternation or integration of a third party’s hardware or software into the Appliance without SOLIX’s prior written consent.

1.1. SUPPORT HOURS

Solix (“SOLIX”) will provide _____ (“CUSTOMER”) with telephone and web based support 7 days per week, 24 hours per day, excluding nationally-recognized holidays.

1. CONTACTS AND CONTACT INFORMATION.



For Web-based technical support, CUSTOMER may contact SOLIX at www.digiprise.com. For electronic mail support, CUSTOMER may contact SOLIX at: support@solix.com. For telephone support, CUSTOMER may contact SOLIX at 1 888 467-6549 x3.

2. CUSTOMER RESPONSIBILITIES.

2.1 SOLIX's provision of Services to CUSTOMER is subject to CUSTOMER's compliance with the following:

CUSTOMER shall provide SOLIX with access to CUSTOMER's personnel and the Appliance in case the CUSTOMER's problem cannot be reasonably duplicated at SOLIX's support facilities.

CUSTOMER shall document and promptly report all errors or malfunctions of the Appliance to SOLIX.

CUSTOMER shall maintain a current backup copy of all data migrated into the Appliance.

CUSTOMER shall train (or have trained by SOLIX or an authorized partner) its personnel in the use and application of the Appliance.

CUSTOMER shall be responsible to reimburse all reasonable and ordinary costs that are incurred by the SOLIX for any onsite assistance that is requested in writing by CUSTOMER including travel, boarding and lodging, provided such expenses are in compliance with CUSTOMER's then current travel and expense policy. All airline travel shall be in tourist/economy class to be eligible for reimbursement unless prior approved by customer for emergency reasons.

3. CLASSIFICATION OF ERRORS

3.1 Level 1. "Level 1" means that the Appliance is not functioning. Some examples of Level 1 errors are as follows:

Appliance is down impacting an urgent report generation requirement.

Appliance is generating a data corruption condition that halts data query and reporting.

3.2 Level 2. "Level 2" means that the Appliance is running but CUSTOMER is unable to use a major feature or functional component of the Appliance. Some examples of Level 2 errors are as follows:

(a) intermittent errors in the Appliance; or

(b) a major feature or functional component of the Appliance is unavailable.

3.3 Level 3. "Level 3" means that the Appliance is operating close to normal, but there is a non-critical error for which either a temporary fix exists but has not been made available to SOLIX's Customers, or SOLIX is in the process of creating such a fix or other work-around.

4. REPAIR TIMES FOR TECHNICAL SUPPORT

Severity of the Error	Maximum Response Time	Escalation to Operations V.P. / Director	Repair Time - Goals
Level One	1 Hour	2 Hours	12 Hours
Level Two	4 Hour	6 Hours	3 Days
Level Three	1 Day	4 Days	1 Week



5. PROCESSES FOR ERROR RESOLUTION

5.1 Level 1 Errors.

- a) Error Correction. SOLIX shall take immediate steps to solve the error. SOLIX shall work continuously on a twenty-four (24) hour basis until the error is resolved.
- b) Resource Commitment. When a Level 1 error is reported, SOLIX shall assign personnel necessary to correct the error promptly.
- c) Completion Goal. The completion goal shall be to resolve one hundred percent (100%) of all Level 1 errors within twelve (12) hours of receipt of the reported error.

5.2 Level 2 Errors.

- a) Error Correction. SOLIX shall analyze Level 2 errors in the order they are reported and personnel shall be assigned accordingly. All Level 1 errors will take priority over Level 2 errors.
- b) Resource Commitment. SOLIX shall assign appropriate technical resources to Level 2 program errors as long as Level 1 errors are not open.
- c) Completion Goal. The completion goal will be to resolve one hundred percent (100%) of all Level 2 Program errors within 3 Days of the reported error. SOLIX shall use reasonable efforts to meet this goal, and if the error is not resolved within 5 Days, SOLIX will reclassify the program error as a Level 1 error.

5.3 Level 3 Errors.

- a) Error Correction. SOLIX shall analyze Level 3 errors in the order they are reported. Level 1 and Level 2 errors will take priority over Level 3 errors.
- b) Completion Goal. SOLIX shall correct Level 3 errors using appropriate Updates.

6. PROVISION OF UPDATES.

So long as CUSTOMER is current in its Service Fee and for the term of this Addendum,

6a. Appliance Hardware:

6b. Solix Software: SOLIX shall provide Updates to CUSTOMER on the same schedule that SOLIX makes such Updates generally available.

6c. Third Party Software:

"Update" means a subsequent release of the Solix Software which SOLIX generally makes available to its licensees at no additional license fee other than media and handling charges, provided that CUSTOMER has paid all applicable Service Fee. "Update" shall not include new versions of the Solix Software or any release, option or future product or program that SOLIX licenses separately

7. EXCEPTIONS

The Services will not include services or support requested as a result of, or with respect to, causes which are not attributable to SOLIX. Services or support related to causes that are not attributable to SOLIX will be billed to CUSTOMER at SOLIX'S then-current rates. Causes which are not attributed to SOLIX include, but are not limited to:

- i) Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SOLIX; excessive heating; fire and smoke damage.



- (ii) Operation of the Appliance with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use.
- iii) Improper installation by CUSTOMER, or its agents, or Use of Solix Software and/or 3rd party software that deviates from any operating procedures established by SOLIX in the applicable Documentation.
- iv) Modification, alteration or addition, or attempted modification, alteration or addition, of the Appliance undertaken by persons other than SOLIX or SOLIX'S authorized representatives.
- v) Downloads or Installation of software programs other than those provided or recommended by Solix.

8. LIMITED WARRANTY AND LIABILITY

SOLIX warrants that the Maintenance and Support Services will be provided in conformance with the terms of this Addendum and SOLIX does not make any other warranties, whether expressed or implied, whether regarding the performance of the Appliance or the maintenance and services provided under this Addendum. CUSTOMER agrees that SOLIX has not warranted recovering any data or other information contained in the Appliance. SOLIX shall not be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or any indirect, special, incidental, exemplary, punitive or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Services performed hereunder, whether alleged as a breach of contract or tort conduct, including negligence even if advised of the possibility of such damages. Subject to the foregoing and notwithstanding anything to the contrary elsewhere contained, in no event shall the maximum aggregate liability of the SOLIX in connection with the Services and this Addendum exceed the Service Fee paid by the CUSTOMER in the six (6) months preceding the claim.

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Addendum, if such delay or failure arises by any reasons beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications or utilities, or any act or failure to act by the other party or such other party's officers, employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control.

9. ASSIGNMENT & AMENDMENT

CUSTOMER may assign its obligations under this Agreement to a third party individual or entity subject to the prior written consent of SOLIX.

No amendment to this Addendum shall be valid unless the same is in writing and signed by both parties. Both parties agree that they are not bound to any oral representations and warranties made concerning the services under this Addendum.

10. PRICE INCREASES



The Service Fee will not be increased by more than 5% compounded annually from date of this Agreement.

11. Not Used

Solix Technologies Inc.

Customer

Signature

Signature

Print Name

Print Name

Title & Date

Title & Date



Exhibit C

Solix Master Software License Agreement

THIS MASTER SOFTWARE LICENSE AGREEMENT (“Agreement” or “License”) is executed by and between Solix Technologies, Inc. (“LICENSOR”) and _____ (“LICENSEE”), hereinafter sometimes collectively referred to as “the parties”.

- A. LICENSOR is a Delaware corporation with its principal place of business at 4500 Great America Parkway Ste 120, Santa Clara, CA 95054, USA. LICENSOR is in the business of developing and providing enterprise data management software solutions that allow businesses to effectively and efficiently manage their enterprise data.
- B. LICENSEE is a _____ Corporation, with its principal place of business at
- C. LICENSEE is desirous of using Software of the LICENSOR and LICENSEE hereby agrees that all use of the Licensed Software is subject to the following terms stipulated in the documentation and this Agreement.
- D. This Agreement refers to and incorporates by reference each of the attachments to this Agreement marked, respectively Exhibit "A" (Licensed Programs & First Year Support); Annexure - 1 (Definition of Terms); Exhibit "B" (Software Maintenance and Support Agreement); and Exhibit "C" (Master Consulting Service Agreement). Exhibits "A" through "C" are collectively referred to as the "Exhibits". Unless hereinafter otherwise expressly stated, singular use of the word "Agreement" or "License" will be deemed to include the Exhibits.

1. Definitions. The terms used in the Agreement shall have the meanings as defined in Annexure-I of this Agreement:

2. Grant of License.

By accepting the purchase order placed by the LICENSEES, LICENSOR hereby grants LICENSEE a perpetual, nonexclusive, nontransferable license to Use the Licensed Program and Documentation including improvements, solely on the designated system(s) for LICENSEE’S internal office use (including its staff, agents and Contractors), who are bound by the obligation of confidentiality. LICENSEE may Use the Licensed Program on a backup system consistent with the Use and User limitations specified or referenced in this License, a Purchase Order, or the Documentation, if the Designated System is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model, until the Designated System is restored to operative status.

LICENSOR may provide implementation Services and software maintenance & support services, subject to execution of a Master Consulting Service Agreement and/or the Software Maintenance and Support Agreement by LICENSEE. The services referred under this Agreement shall be related to the licensed program which LICENSEE acquires by virtue of this Agreement. The agreement referenced in the order shall govern the use of such programs. Any services acquired from LICENSOR are bid separately from such program licenses, and LICENSEE may acquire services or such licenses without acquiring the other.

3. Ownership, Limited License and Restrictions.

3.1 Ownership. LICENSEE agrees that LICENSOR owns and shall retain all title, interest and proprietary & business methods and rights, including patent, copyright, trade secret, trademark and other



Intellectual & proprietary rights, in the original and all copies of the Licensed Program and any improvements, whether invented by LICENSOR or LICENSEE or LICENSEE'S employees, contractors or agents. LICENSEE does not acquire any rights, express or implied, in the Licensed Program or any improvements or to any component(s) thereof, other than those specified in this License. LICENSOR may Use, sell, assign, transfer, and license copies of and rights relating to the Licensed Program(s) to third parties free from any claim of the LICENSEE.

3.2 Limited Rights. LICENSEE acknowledges that the license granted hereunder is limited and shall be used on a designated system in conjunction with the Documentation. LICENSEE shall not assign, sell, license, re-license, sublicense, rent, lease, publish, display, distribute, permit unauthorized use or otherwise transfer this License, the Licensed Program, documentation or any Improvements to any person or entity for any purpose or permit to use the Licensed Program by third-party, training, commercial time-sharing, service bureau use, or for any use not specifically authorized by this License.

4. Warranties and Disclaimers and Restrictions.

4.1 Warranty. LICENSOR warrants that the License granted hereunder, will operate in accordance with the Documentation provided along with the License (without any modification).

4.2 Disclaimers. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR does not warrant that the Licensed Programs will operate in combinations or that the operation of the Licensed Program will be uninterrupted or error-free.

4.3 Restrictions. The LICENSEE shall not assign the License or this Agreement or give the Licensed Program either in part or as a whole to another individual or entity. If LICENSEE grants a security interest in the Licensed Program or service to any third party, without prior written approval from LICENSOR, the third party will not have any right or interest in the License granted under this Agreement and the LICENSEE shall be liable for damages. The rights and remedies available to the LICENSEE under this Agreement are non-transferable and cannot be availed by any third party, which is not a party to this Agreement.

5. **Trial Program:** LICENSEE may order trial programs, or any other additional programs with the Order, which LICENSEE may use for trial, non-production purposes only. LICENSEE may not use the trial programs to provide or attend third party training on the content and / or functionality of the programs. LICENSEE will be permitted to use the trial programs for a period of thirty (30) days to evaluate the programs. If LICENSEE desires to use the programs after the thirty (30) day trial period, LICENSEE shall first obtain the License from the LICENSOR. In the event LICENSEE do not obtain a License, LICENSEE shall cease to use the programs and delete all the programs from the designated systems and return or destroy all the bench mark results and related documentation, whether provided by LICENSOR or conceived by the LICENSEE, during the trial period. LICENSOR does not grant any rights and LICENSEE does not acquire any rights by using the trial program.

6. Exclusive Remedies.

6.1 Right to Rectify / Modify or Obtain License. In the event a program warranty deficiency shall be reported within a period of one (1) year from the date of this License, the LICENSOR shall make all reasonable efforts to rectify the same within ninety (90) days. If the Licensed Program, exclusive of any modifications or alterations not created or implemented by LICENSOR, is held or is believed by LICENSOR more likely than not to infringe a copyright or patent or other intellectual property right, LICENSOR shall have the option, at its expense, to (a) modify the Licensed Program to be non-infringing; or (b) obtain for LICENSEE a license to continue using the Licensed Program. If it is not commercially reasonable to perform either of the above options, then LICENSOR may terminate the License and refund the license fees paid for the infringing Licensed Program without any additional liability to the LICENSEE.



6.2 Equitable Relief. LICENSEE acknowledges and agrees that unauthorized Use or transfer of the Licensed Programs or Proprietary Information may substantially diminish the value of such materials and irrevocably harm LICENSOR; therefore, if LICENSEE breaches the provisions of this License, LICENSOR shall be entitled to and LICENSEE shall be liable to pay equitable relief, including, but not limited to obtaining injunctive relief, in addition to other remedies afforded by law, to prevent a breach of the License.

7. Indemnity

7.1 Infringement Indemnity by LICENSOR. LICENSOR will defend and indemnify LICENSEE against any and all claims that the Licensed Program, exclusive of any modifications or alterations not created or implemented by LICENSOR, infringes a United States copyright or patent. LICENSEE shall promptly notify LICENSOR in writing of any such claim and to allow LICENSOR to control the defense and all related settlement negotiations. LICENSEE will provide LICENSOR with the assistance, information and authority necessary to perform LICENSOR'S obligations under this Section. LICENSOR'S obligation to defend and indemnify does not extend to any claim of infringement based on use of a superseded or altered release of the Licensed Program if the infringement would have been avoided by LICENSEE'S use of a current unaltered release of the Licensed Program which LICENSOR provided to LICENSEE.

7.2 Indemnification by LICENSEE. LICENSEE agrees to defend, indemnify and hold LICENSOR, its personnel, and officers harmless from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting therefrom, including court and administrative costs and attorney fees, arising out of any act or omission attributable to LICENSEE or its staff, agents, officers, etc., for any unauthorized use of the Licensed Program or against any and all infringement claims by the third parties challenging the infringement of their Intellectual Property Rights by virtue of the modifications or alterations to the Licensed Program not created or implemented by LICENSOR or relating to the acts or omissions of LICENSEE or LICENSEE'S officers, agents, employees or contractors.

8. Term and Termination.

8.1 Term & Termination. This License shall commence upon the date the last party executes this License and shall continue, unless terminated pursuant to this Section, or otherwise on breach of any of the terms of this Agreement. In case of one party's uncured material breach of this Agreement, the offended party shall have the right to terminate this Agreement, and to seek the remedies provided for herein, by giving the offending party 30 days notice of its intention to terminate.

8.2 Termination by Licensor. If LICENSEE or any other person or entity is found to have unauthorized possession and/or Use of the Licensed Program, and such unauthorized possession and/or Use is attributable to the act, omission or default of LICENSEE, its officers, employees, sub-contractors or agents, the Termination shall be immediate and effective as of the date of the notice of Termination of License by the LICENSOR.

8.3 Effect of Termination. Termination of this License or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief. Termination shall not relieve LICENSEE'S obligations to pay all fees that have accrued or are otherwise owed by LICENSEE under this License or any Services. The provisions of this Agreement relating to payment of fees, confidentiality, indemnification and others shall survive even after termination of this License. Upon termination of this License, LICENSEE shall immediately cease using, and shall promptly return to LICENSOR, all copies of the Licensed Program, and documentation.

9. Limitation of Liability: Unless otherwise expressly stated in this License, and whether or not LICENSOR has been advised of the possibility of such loss, LICENSOR shall not be liable in contract, tort (including but not limited to warranty, negligence or strict liability) or otherwise for (a) indirect, special, incidental, exemplary or consequential loss or damages; (b) loss of revenue, profits, business or goodwill; (c) loss of availability; or (d) damage to, loss of or corruption of data, however caused, which arises out of or in connection with this License, the Licensed Program (including but not limited to Use or inability to use the Licensed Program), Services, any Purchase Order or any Maintenance and Support. The



maximum liability of LICENSOR shall be equivalent to the license fee paid by the LICENSEE and in no event shall the liability of LICENSOR exceed the amount of fee paid to the LICENSOR.

10. Fees and Payment Provisions: In consideration for the License granted by LICENSOR under this License and/or any Services, LICENSEE shall pay LICENSOR fees and expenses as set forth in a Purchase Order issued in conjunction with this Agreement. All License and support fees shall be payable within 30 days from date of invoice. All the fees paid or payable shall be exclusive of the taxes and LICENSEE agrees to pay all requisite taxes, duties, permit fees and other charges levied or imposed or payable under any statute to the state or federal governments by reason of the export of licenses or services provided in this License or on LICENSEE'S Use of the Licensed Program in accordance with the applicable laws. In the event LICENSEE is required to withhold any payments from the fee payable to LICENSOR, LICENSEE shall issue a certificate to that effect.

11. Reporting, Publicity and Reference.

11.1 Reporting. LICENSEE shall promptly report to LICENSOR all errors, difficulties or perceived problems that LICENSEE encounters in using the Licensed Program by sending an e-mail message to support@solix.com or by sending a Facsimile Transmission to (408) 884-2249, unless and until provided with new contact information by LICENSOR. Both parties agree to treat reports provided to or from LICENSOR as Proprietary Information.

11.2 Publicity and Logo Usage. LICENSEE agrees to allow LICENSOR to include LICENSEE'S name and/or logo in LICENSOR'S marketing materials, advertisements, sales presentations, and on LICENSOR'S web site, and to link to LICENSEE'S web site on the World Wide Web. It is understood that LICENSEE has the right to withdraw this grant for valid business reasons at any point of time. Nothing in this License shall be construed to grant either party any right, title or interest in the name or logo of the other party beyond that granted herein.

12. Conflict of Interest, Confidentiality and Security.

12.1 No Conflict of Interest. Neither LICENSEE nor its parent, subsidiary or otherwise affiliated companies are in the business of, or in the development stages of, manufacturing or marketing programs or products that compete with the Licensed Program.

12.2 Confidentiality. By virtue of this License, each party hereto may have access to information that is confidential to the other party (Proprietary Information). Unless otherwise agreed to in a separate writing executed by each of the parties hereto, Proprietary Information shall include, without limitation, the Licensed Program, the terms and pricing under this License, and all information disclosed by the disclosing party as confidential, including information disclosed before the execution of this License. LICENSEE shall not disclose the results of any benchmark tests of the Licensed Program to any third party without LICENSOR'S prior written approval. Each party shall disclose Proprietary Information only to its employees or contractors who have a need to know and are bound by obligations of confidentiality. The parties agree to hold each other's Proprietary Information in confidence during the term of this License and at all times after termination of this License. On the earlier termination of this Agreement or LICENSOR'S written request, LICENSEE shall cease use of Proprietary Information and return or destroy all Proprietary Information disclosed by LICENSOR. The parties agree, unless required by law, not to make each other's Proprietary Information available in any form to any third party for any purpose without the express written consent of the party who disclosed the information, unless requesting such consent and thereby notifying the disclosing party of the third party inquiry is expressly prohibited by law or legal authority. Each party shall protect the Proprietary Information, using the same degree of care as it uses to protect its own confidential information, but no less than a reasonable degree of care. Each party shall use a similar degree of care to ensure that Proprietary Information is not disclosed or distributed by its employees or agents in violation of the terms of this License. The parties' obligations under this clause are perpetual and shall survive termination and neither party shall be relieved of its obligations hereunder, unless the other party releases such obligations in writing.



12.2.1 A party's Proprietary Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party who has affirmatively represented to the other party that it is without restriction on disclosure; or (d) is independently developed by the other party.

12.3 Security Measures. LICENSEE acknowledges and agrees that maintaining the confidentiality and secrecy of Trade Secrets and Technical Information are of the utmost importance to LICENSOR and that any disclosure of Trade Secrets or Technical Information may diminish the value and strength of the Trade Secrets and Technical Information. LICENSOR and LICENSEE shall each take all steps, using the same degree of care, but no less than a reasonable degree of care, as each party uses to protect its own confidential information, that are reasonably necessary to protect the secrecy of the Trade Secrets and Technical Information and prevent them from entering the public domain or falling into the hands of others not bound by this License or pledged to secrecy.

13. Software Escrow. LICENSOR will deposit a copy of the source code for the Licensed Programs with Escrow Associates under their standard terms and conditions and LICENSOR will update the source code from time to time as necessary while this License is in force. LICENSEE shall be entitled to have access to the source code only for the purpose of maintaining the Licensed Programs in the occurrence of any of the following events: 1) Solix ceases to carry on business; or 2) Solix becomes bankrupt, insolvent or the subject of receivership. The escrow agreement shall terminate automatically on the termination of this License or lapse of a valid Software Maintenance and Support Agreement (Exhibit B).

14. General Terms.

14.1 Governing Law and Arbitration. In the event of any dispute arising out of or relating to this License, or any Purchase Order or any other agreement, the dispute shall be first referred to arbitration and the arbitration shall be in accordance with the rules of the American Arbitration Association. The venue for arbitration shall be in Santa Clara County, California. LICENSOR and LICENSEE, before entering arbitration, shall each appoint an arbitrator and these two shall select a third arbitrator to be a member of the panel. If the two are not able to agree then the American Arbitration Association shall make the appointment of a person that is neutral to the controversy. None of the arbitrators shall be officer or employees of the parties. Such arbitrators shall, to the extent reasonable practicable, be recognized experts in the computer software field. The cost of the arbitration shall be borne equally by the parties and each party shall bear its own attorney fees and costs. The award of the arbitration panel shall be binding and may be entered as a judgment in any court of competent jurisdiction.

This License and any dispute arising from the relationship between the parties to this License, will be governed and determined by the laws of State of California and the courts at Santa Clara shall have the exclusive jurisdiction to entertain the disputes, ousting the jurisdiction of all other courts.

14.2 Notices. Any notice required under this License will be considered to be given or transmitted 1) on the fifth (5th) business day following the date upon which it was sent by certified mail, postage prepaid, addressed to the party for whom it is intended at its address of record; or 2) by courier or messenger service, which notice will be effective on receipt by recipient as indicated on the carrier's receipt. The addresses of record are as follows:

LICENSOR:
 Sai Gundavelli
 CEO
 Solix Technologies, Inc.
 4500 Great America Parkway Ste 120
 Santa Clara, CA 95054

LICENSEE:



All Notices should also be copied to "Attention: General Counsel" at the addresses above. A party may change its address for purposes of this Section by giving written notice in the manner set forth above.

14.3 Severability. If any provision of this License is held to be invalid or unenforceable, it shall be considered separable and inapplicable and will not affect any other provision or provisions of this License, unless an essential purpose of this License would be defeated by the loss of the illegal, unenforceable, or invalid provision.

14.4 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

14.4 Entire Agreement. This License constitutes the complete agreement between the parties. It is expressly agreed that the terms of this License supersede all prior or contemporaneous agreements, representations or understandings, written or oral, concerning the subject matter of this License. This License may not be modified or amended except in a writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this License. Any Purchase Order which is signed by authorized representatives of the parties and that includes specific reference to this License shall be considered a supplement to this License. To the extent that the terms of any such Purchase Order conflict with the terms of this License, this License shall control. Nothing in this License is intended to create, and nothing herein shall be construed to create, any form of agency, partnership or joint venture between LICENSOR and LICENSEE, or to grant either party any right, title or interest not specifically set forth herein. Neither party will have, nor will it represent itself to have, any authority to bind the other party or act on its behalf. No party has been induced to enter into this License by, nor is any party relying on, any representation or warranty outside those expressly set forth in this License.

14.5 Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this License if such delay or failure arises by any reasons beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications or utilities, or any act or failure to act by the other party or such other party's officers, employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this License to be executed by their respective duly authorized officers on the dates indicated below. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Signatures delivered via facsimile shall be as binding as original signatures. Handwritten amendments on this License shall not be valid to alter the terms or conditions of this License and will not be binding on the parties hereto.

Solix Technologies, Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Title

Title



Date

Date



processors. The above License is limited for Use for a single production instance and unlimited associated Test/Dev copies of LICENSEE's Oracle E-Business Suite application.

Payment Terms.

Full payment for License Fee and first year Software Maintenance and Support is due upon delivery of Software. Payment terms are Net 30.

AUTHORIZED SIGNATURES.

The undersigned, who are duly authorized signatories on behalf of SOLIX and CUSTOMER, hereby agree to the foregoing terms, and acknowledge that the terms of the Agreement are incorporated herein by this reference. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered via facsimile shall be as binding as original signatures. Handwritten amendments on this Agreement shall not be valid to alter the terms and conditions of this Agreement and will not be binding on the parties hereto.

Solix Technologies, Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



ANNEXURE - I

- a) "Designated System(s)" shall be the primary production system and its associated non-production systems, where LICENSEE runs the Oracle Application Modules that are listed in a Purchase Order(s) issued hereunder or as Licensee subsequently notifies Licensor.
- b) "Documentation" means user guides and manuals, or other written materials provided by LICENSOR to LICENSEE for installation, Use and/or maintenance of the Licensed Program.
- c) "Improvements" means corrections, bug fixes, Updates, improvements, modifications, customizations, adaptations, revisions, enhancements, additions, or changes to the Licensed Program.
- d) "Licensed Program" means the computer program(s) in object code form described in the Purchase Order(s) issued hereunder, and Documentation and Technical Information supplied by LICENSOR in connection with the computer program.
- e) "Source Code" is the collection of statements or declarations written in some human-readable computer programming language for the Licensed Programs.
- f) "Territory" is the location of the Designated System(s).
- g) "Maintenance and Support" means support services provided under LICENSOR'S separate Maintenance and Support Agreement.
- h) "Price List" means LICENSOR'S standard fee schedule that is in effect and as amended by LICENSOR from time to time.
- i) "Purchase Order" means the document in the form attached to the Agreement as Exhibit "A" executed by LICENSEE and LICENSOR. The Purchase Order may describe the Licensed Program and Services, if any, set forth the specific tasks to be performed by each party, the fees and payment terms, and the anticipated project start and end dates. In the event that multiple Purchase Orders are issued under this License, said Purchase Orders shall be designated as Exhibits A-1, A-2, etc.
- j) "Services" means services as described and agreed to by the parties in the Master Consulting Service Agreement.
- k) "Technical Information" means all transferable technical data, software data structure, software architecture, know-how, plans, diagrams, specifications, and other proprietary information or assistance necessary to effectively Use the Licensed Program. LICENSOR, within its sole discretion, shall determine which specific Technical Information will be provided to LICENSEE under this License.
- l) "Trade Secrets" means information, including formulas, patterns, compilations, programs, devices, methods, techniques, or processes, that derives independent economic value, whether actual, potential, or both, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- m) "Update" means a subsequent release of the Licensed Program which LICENSOR generally makes available to its licensees at no additional license fee other than media and handling charges, provided that LICENSEE has ordered Annual Maintenance and Support for its License for the relevant time period and has paid all applicable Maintenance and Support fees. "Update" shall not include new versions of the Licensed Program or any release, option or future product or program that LICENSOR licenses separately.



- n) "Use" means loading, utilization, storage or display of the Licensed Program by LICENSEE'S Users and/or External Users for LICENSEE'S internal management operations only, and specifically excludes product development and/or design, by no more than the number of Users and/or External Users authorized by the License within the Territory and in conformance with the terms and conditions of the License as set forth herein.
- o) "User" unless otherwise specified on the Purchase Order, shall mean an individual who is employed and authorized by LICENSEE to Use the Licensed Program on the Designated System in accordance with the terms and conditions of the License granted herein, regardless of whether the person is physically using the Licensed Program at any specific point in time.
- p) "Proprietary Information" shall mean Trade Secrets, confidential knowledge, inventions, works, ideas, processes, formulas, source and object codes, data, programs, works of authorship, know-how, improvements, discoveries, developments, designs & techniques, the Licensed Program, the terms and pricing under this License, and all information clearly identified by either party as confidential, or which by its nature a reasonable person would conclude is confidential, including information disclosed before the execution of this License & the LICENSEE'S results of any benchmark tests of the Licensed Program