

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

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.

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- 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