

# GreeneStep, LLC (USA)

## Terms and Conditions of Use

This Agreement is a legal agreement between you as a user and GreeneStep, LLC (USA) and / or GreeneStep Technologies Private Limited – India, (hereinafter referred to as “GreeneStep”). Authorized Representatives, Distributors, or Agents of GreeneStep, who resell or provide additional Products and Services for GreeneStep are hereinafter referred to as “Affiliates”.

This Agreement specifies how you should use our Services and what your rights are as a GreeneStep user (hereinafter referred to as “Licensee”). Hosting these Services on an optional off-site Data Center environment is hereinafter referred to as “Cloud Service”. By using our Products, Subscriptions or Services (hereinafter referred to as “Services”), Licensee agree to these terms. If Licensee does not agree to this Agreement, then Licensee may not use our Products and Services.

**Licensee’s Rights to Use the Services.** The Services are protected by copyright, trade secret, and other intellectual property laws. GreeneStep only grants Licensee a limited right to use the Services purchased, until cancellation or termination of this Agreement and as long as Licensee meets any applicable payment obligations and comply with this Agreement. This right is limited to the level of Authorized and specified level of use, as evidenced in the Proof of Entitlement or License Keys provided. Licensee’s use may also be limited to a specified machine, or only as Supporting Services, or subject to other restrictions. As Licensee has not paid for all of the economic value of the Services, no other use is permitted without the payment of additional fees.

Licensee may not modify or tamper with any digital rights management functionality of the Services, or bypass, modify, defeat or circumvent any of the functions or protections of the Services or any mechanisms operatively linked to the Services. In addition, Licensee is not authorized to use the Services to provide commercial IT services to any third party, to provide commercial hosting or timesharing, or to sublicense, rent, or lease the Program unless expressly provided for in the applicable agreements under which Licensee obtains authorizations to use the Services. Additional rights may be available to Licensee subject to the payment of additional fees or under different or supplementary terms. GreeneStep reserves the right to determine whether to make such additional rights available to Licensee.

Licensee-generated content and data remains the property of the Licensee.

**Export and Import Restrictions.** The Services may contain cryptography. Transfer to, or use by, users of the Services may be prohibited or subject to export or import laws, regulations or policies, including those of the United States Export Administration Regulations. Licensee assumes all responsibility for complying with all applicable laws, regulations, and policies regarding the export, import, or use of this Program, including but not limited to, U.S. restrictions on exports or reexports.

**Use of information collected from the Services.** Licensee acknowledges and agrees that GreeneStep and its Affiliates, may read, collect, transfer, process and store certain information collected from the Services, including but not limited to information about:

1. The Services.
2. The software applications and peripheral devices that interact with the Services (“Information”). Information includes, but is not limited to:
  - a. Unique identifiers relating to Licensee’s device(s) and their components.
  - b. Performance of the Services.
  - c. Configurations of Licensee’s device(s), the Services and the software applications, contents and peripheral devices that interact with the Services.
  - d. Use and frequency of use of the functions of the Services, and the software applications, contents and peripheral devices that interact with the Services.
  - e. Location data, as indicated below.

GreeneStep and its Affiliates, may use and disclose Information subject to applicable laws in order to improve its Services or to provide Services to Licensee. Such uses include, but are not limited to:

1. Administering the functionalities of the Services.
2. Improve, service, update or upgrade the Services.
3. Improving, developing and enhancing the current and future products and services of GreeneStep and other parties.
4. Provide Licensee with information about the products and services offered by GreeneStep and other parties;
5. Complying with applicable laws or regulations.
6. To the extent offered, providing Licensee with location-based services of GreeneStep and other parties, as indicated below. In addition, GreeneStep retains the right to use Information to protect itself and third parties from illegal, criminal or harmful conduct.

Certain services may rely upon location information, including, but not limited to, the geographic location of any device on which the Services are installed. Licensee acknowledges that for the purpose of providing such services, GreeneStep, and the Affiliates, may collect, archive, process and use such location data, and that such services are governed by the privacy policies of GreeneStep or such Affiliates. By using any such services, Licensee agree that Licensee have reviewed the privacy policies applicable to such services and consent to such activities.

GreeneStep and its Affiliates, will not use the Information to personally identify the owner or Licensee of the Services without Licensee’s knowledge or consent. Any use of Information will be in accordance with the privacy policies of GreeneStep and of Licensees as applicable.

Information may be processed, stored or transferred to GreeneStep, its Affiliates which are in countries outside of Licensee’s country of residence. Data protection and information privacy laws in certain countries may not offer the same level of protection as Licensee’s country of residence and Licensee may have fewer legal rights in relation to Information processed and stored in, or transferred to, such countries. GreeneStep and its Affiliates will take appropriate technical and organizational steps to prevent unauthorized access to or disclosure of Information but does not warrant it will eliminate all risk of misuse of such Information.

**Payment for Services.** For Services offered on a payment or subscription basis, the Services are licensed on a monthly, quarterly or yearly subscription basis to the Licensee that pays for the Services. For Services not offered on a payment or subscription basis, the Services are licensed on a pre-paid basis. Payment amounts under this agreement do not include Taxes, and Licensee shall pay all Taxes applicable to payments between the parties under this agreement.

Payments will be billed to Licensee in U.S. dollars by GreeneStep or Affiliate, and your account will be billed in advance when Licensee subscribes and provide their payment information, unless stated otherwise for the Services. If your payment and registration information is not accurate, current, and complete and Licensee does not notify us promptly when such information changes, we may suspend or terminate your account and refuse your use of the Services.

If any amount payable by Licensee is rejected or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by Licensee and/or your bank, GreeneStep or Affiliates may:

1. Reverse any corresponding credit issued to GreeneStep, Affiliates, Licensee, or any other party without liability to Licensee or any other party.
2. Apply any money currently held by GreeneStep or Affiliates to any amount owed to GreeneStep by Licensee.
3. Initiate another debit in substitution for the dishonored debit until the debit is honored and to initiate separate debits to cover any NSF fee or dishonored payment fees.
4. Charge Licensee a one-time insufficient funds penalty fee for each occurrence,
5. Report this information to any and all credit agencies and/or financial institutions.
6. Immediately terminate this Agreement. GreeneStep or Affiliate may assess and collect interest at the rate of one and one-half percent (1.5%) per month (18% per annum) on any amounts owing and unpaid ten (10) days after demand. If further collection attempts are required, all collections costs will be charged to Licensee, including but not limited to any costs associated with termination of this Agreement, and attorney fees, where permitted by law.

**Cancellation.** Licensee may notify us if they want to cancel the Services 30 days prior to the beginning of the new subscription period. If Licensee stops using the Services, GreeneStep has fulfilled Licensee's subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated.

**Upon termination of the Services, the Licensee is required to destroy all copies of the Services provided by GreeneStep.**

GreeneStep will return or remove Licensee-generated content and data from GreeneStep's Cloud Service upon the expiration or cancellation of the Services, or earlier upon Licensee's request. GreeneStep may charge for certain activities performed at Licensee's request (such as delivering Licensee-generated content and data in a specific format). GreeneStep does not archive Licensee-generated content and data, however some Licensee-generated content and data may remain in Off-Site Cloud Service backup files until expiration of such files as governed by GreeneStep's backup retention practices.

After your access to the Services is terminated, Licensee may no longer have access to any Cloud Service used. We suggest Licensee retain your own copies of any content or data that Licensee may need as GreeneStep is not responsible for providing Licensee with access to Licensee-generated content or data or the Services after any cancellation or termination date of this Agreement.

**Support Services.** The service policies (hereinafter referred to as “Support Services”), shall govern the provision by GreeneStep or Affiliate on the licensed GreeneStep Services. Licensee must be current on any applicable payment obligations and comply with this Agreement to receive Licensee Support Services:

1. Problem Tickets, Incidents, Task Requests. Each instance in which Licensee contacts GreeneStep with a request for Support Services in connection with its use of the Services shall be considered an “Incident or Task Request or Ticket” and shall be assigned a unique number. If Licensee fails to communicate with GreeneStep in response to an Incident created at Licensee’s request for a period of thirty (30) days or more, GreeneStep reserves the right to close such Incident and any future communications with the Licensee regarding the same Issue will be considered a new Incident.
2. Support Services in connection with Incidents shall include direct response to Licensees with respect to specific reproducible issues (“Issues”) with the operation of existing features of the Services. Licensee Support Services shall NOT include responses to any other issues including, but not limited to: (i) computer hardware support; (ii) computer software or driver support; (iii) operating system support; (iv) network support, including network connectivity issues; (v) assistance with configuring of firewalls or proxy servers; (vi) assistance with security, to include computers, servers, or the network in part or as a whole; (vii) assistance with the installation, implementation, or configuration of any other Services or the installation of Maintenance Releases of the other software; (viii) consulting services; (ix) training assistance on the features and/or functionality of the Services; and (x) custom programming and/or report development. In order to obtain such assistance, Licensee must contact GreeneStep for such Services.
3. GreeneStep shall use reasonable commercial efforts to respond to and attempt to resolve Incidents reported by Licensee. Notwithstanding anything herein to the contrary, GreeneStep makes no guarantee that: (i) all Issues will be resolved or that any version of the Services will be error free; or (ii) it will correct all Issues. Any Issue shall be addressed solely on a “commercially reasonable efforts” basis and if GreeneStep’s response includes a modification to the Services such as a Maintenance Release, such modification will only be made to the most recently released version of the Services. The Services includes and is designed to work with certain third-party software that has not been developed by GreeneStep and GreeneStep reserves the right to direct Licensee to contact the licensor(s) of such software in certain instances when GreeneStep cannot resolve a problem associated with such third-party software.
4. Resolution of reproducible Issues may take the form of a written response, supplementary documentation, a Maintenance Release, or other correctional aids. GreeneStep’s response efforts begin when GreeneStep has received all information from Licensee necessary for GreeneStep to be able to reproduce the suspected Issue.

5. GreeneStep reserves the right to determine the method, manner and means by which Licensee Support Services will be delivered. GreeneStep will make telephone, email and support portal-based support available to Licensees in response to Incidents.
  - a) Any support in the use of GreeneStep products can be obtained from 8:30 a.m. to 5:30 p.m., U.S. Eastern Active Time, Monday through Friday, or 10:30 AM to 8:00 PM IST and excluding GreeneStep's seven (7) U.S. company holidays or India Public and National Holidays.
  - b) GreeneStep's company holidays for US and Canada Region currently are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas.
  - c) Any changes to the hours and days of support will be posted to our support website <http://support.GreeneSteps.com>. If a company holiday falls on a weekend, GreeneStep generally observes such holiday on the nearest regular business day.
6. If after reasonable commercial efforts, GreeneStep is unable to diagnose or resolve an Incident reported by Licensee, GreeneStep may request access to Licensee's computer systems, data or networks through a remote connection in order to continue providing Licensee Support Services. Licensee shall be responsible for providing the necessary communications access as required by GreeneStep to access the network. In such event, Licensee will authorize GreeneStep to remotely access the systems and data solely for the purpose of providing Licensee Support Services with respect to the Incident.
7. Licensee's Obligations. GreeneStep's Licensee Support Department staff relies on Licensee's cooperation to successfully resolve Incidents. Accordingly, GreeneStep requires Licensee to:
  - a) provide GreeneStep a listing of output and any other data, including databases and backup systems, that GreeneStep reasonably may request in order to reproduce operating conditions similar to those present when the Issue occurred;
  - b) ensure that the use of the Services is in accordance with its documentation;
  - c) use reasonable efforts to eliminate any hardware, operating system software and application software deficiencies or conflicts;
  - d) capture all relevant data and document all operating conditions and other operating information and fully supply GreeneStep's Licensee Support Department staff with requested diagnostic information necessary to reproduce the Issue; and
  - e) implement recommended remedial, corrective or Workaround procedure(s) and fully describe any limitations imposed by such corrections or Workarounds.
8. Services Modifications by or for Licensee. GreeneStep reserves the right to not provide any assistance pursuant to an Incident if Licensee has unilaterally modified the functionality of the Services by making changes or additions to portions of the Services including, but not limited to, webstore pages, stored procedures, triggers and reports or if Licensee has integrated another application with the Services database without the knowledge and assistance of GreeneStep or Affiliate.
9. Service Limitations. GreeneStep shall not be required to correct any Issues or address any issues resulting from:
  - a) Any improper treatment, use or operation of the Services;

- b) Any use of third-party software, or hardware not supported or integrated by GreeneStep or Affiliate, or the use of software, hardware, systems, or networks not meeting GreeneStep's minimum recommended configurations;
  - c) Any attempts by any party not authorized by GreeneStep to repair, maintain or modify the Services;
  - d) Any accident, neglect, misuse, vandalism, lightning, failure or fluctuation of electrical power, failure of telephone equipment or communication lines;
  - e) Any failure of the Licensee's hardware or network infrastructure which causes the Services to malfunction.
10. **Managed Updates or Automatic Updates.** From time to time, GreeneStep may automatically update or otherwise modify the Services, including, but not limited to, for purposes of enhancement of security functions, error correction and improvement of functions, at such time as Licensee interacts with GreeneStep's Cloud Service or third parties' servers, or otherwise. Such updates or modifications may delete or change the nature of features or other aspects of the Services, including, but not limited to, functions Licensee may rely upon. GreeneStep will take appropriate measure to inform Licensee upfront about the changes, impact and takes due consent from Licensee before updating the Services.

## **General Terms and Conditions**

**Licensee Warranties.** Licensee represents and warrants that:

1. It has the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of the Agreement, to place and use any Licensee equipment as contemplated under the Agreement.
2. The performance of its obligations and use of the Services (by Licensee, its Licensees and users) will not violate any applicable laws, regulations, or any GreeneStep's rules and regulations; cause a breach of any agreements with any third parties; or unreasonably interfere with other GreeneStep Licensees' use of GreeneStep Services; and
3. All equipment, materials and other tangible items placed by Licensee at GreeneStep servers will be used in compliance with all applicable manufacturer specifications.

**Licensee Use with Mobile Devices.** Use of these Services may be available through a compatible mobile device, the Internet, and may require software. Licensee agree that Licensee are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

**GreeneStep Warranties.** GreeneStep warrants that the Service when used in its specified operating environment will conform to its specifications. The Service's specifications, and specified operating environment information, can be found in documentation accompanying the Service (such as a read-me file, on-line or electronic manuals) or other information published by GreeneStep (such as an announcement letter). The warranty applies only to the unmodified portion of the Service. GreeneStep

does not warrant uninterrupted or error-free operation of the Service or that GreeneStep will correct all Service defects. The Licensee is responsible for the results obtained from the use of the Service.

GreeneStep warrants that it provides Cloud Services using commercially reasonable care and skill. The warranty for a Cloud Service ends when the Services are terminated.

GreeneStep does not warrant uninterrupted or error-free operation of a Cloud Service or that GreeneStep will correct all defects or prevent third party disruptions or unauthorized third-party access. These warranties are the exclusive warranties from GreeneStep and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. GreeneStep warranties will not apply if there has been misuse, modification, damage not caused by GreeneStep, or failure to comply with instructions provided by GreeneStep. Preview services and Non-GreeneStep services are made available under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Licensee.

GreeneStep MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

#### **EXCLUSIONS**

THESE WARRANTIES ARE THE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. THE WARRANTIES IN THIS SECTION (WARRANTY AND EXCLUSIONS) ARE PROVIDED SOLELY BY GreeneStep. THE DISCLAIMERS IN THE SECTION EXCLUSIONS, HOWEVER, ALSO APPLY TO GreeneStep'S SUPPLIERS OF THIRD-PARTY CODE. THOSE SUPPLIERS PROVIDE SUCH CODE WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIS PARAGRAPH DOES NOT NULLIFY GreeneStep'S WARRANTY OBLIGATIONS UNDER THIS AGREEMENT.

**Nondisclosure of Confidential Information.** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, Licensees, technology, and products, and other information held in confidence by the other party ("**Confidential Information**"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Each party agrees that it will not use any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's

Confidential Information. Each party will take reasonable precautions to protect the confidentiality of the Confidential Information that are at least as stringent as it takes to protect its own Confidential Information, but which shall be no less than a reasonable standard of care.

#### **EXCEPTIONS**

Information will not be deemed Confidential Information hereunder if such information:

1. Is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;
2. Becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;
3. Becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or
4. Is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL GreeneStep OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES OR CLAIMS FOR LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SERVICES, OR INTERRUPTION OR LOSS OF USE OF SERVICE, OR DAMAGE TO, OR LOSS OF, ANY EQUIPMENT OR OTHER INTANGIBLE LOSSES. GreeneStep SHALL HAVE NO LIABILITY FOR FAILURE OF ANY PRODUCT RESIDING ON CLIENT'S EQUIPMENT OR TRANSMITTED THROUGH GREENESTEP'S FACILITIES.

USE OF ANY INFORMATION OBTAINED VIA GREENESTEP SERVICES IS AT CLIENT'S OWN RISK. GREENESTEP DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM GREENESTEP'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH GREENESTEP WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, GreeneStep CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, GreeneStep DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

EACH CLIENT REPRESENTATIVE AND OTHER PERSONS VISITING GREENESTEP HOSTING PREMISES DOES AT HIS OR HER OWN RISK. GREENESTEP ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM TO SUCH PERSONS RESULTING FROM ANY CAUSE.

The cumulative liability of GreeneStep to Licensee for all claims arising from or relating to the Agreement or the Services, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount paid by Licensee to GreeneStep hereunder for the one-month period prior to the event or events giving rise to such liability. This limitation of liability is intended to apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.



**Indemnification.** Licensee will indemnify, defend and hold GreeneStep harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding (each, an "**Action**") brought by any third party against GreeneStep or its affiliates alleging:

1. The infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services.
2. Personal injury caused by the negligence or willful misconduct of Licensee, its representative(s) or designees.
3. Any violation of or failure by Licensee to comply with the Agreement.
4. Damage or destruction to the GreeneStep'S hosting premises, GreeneStep'S network, Licensee's equipment GreeneStep'S equipment, or other Licensee equipment caused by Licensee, its representative(s) or designees.

**Notice.** Licensee's indemnification obligations hereunder shall be subject to:

- a) Receiving prompt written notice of the existence of any Action.
- b) Being able to, at its option, control the defense of such Action.
- c) Permitting GreeneStep to participate in the defense of any Action.
- d) Receiving full cooperation of the GreeneStep in the defense thereof.

**Termination.** Either party may terminate this Agreement if:

1. The other party breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be accrued within fifteen (15) days after receipt of written notice from GreeneStep.
2. The other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.
3. The other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

**Force Majeure.** Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to actions or omissions of the other party (or such other party's agents, employees, officers, directors, owners, or other contractors) or of any third-party, Acts of God, acts of civil or military authority, labor disputes, acts of terrorism, fires, riots, wars, or embargoes. In the event of any such delay, GreeneStep's deadline for performance shall be automatically extended by a number of days equal to the length of such delay. In addition, GreeneStep shall be reimbursed for any additional costs it incurs (including reasonable profit for GreeneStep) as a direct result of delays caused by the actions or omissions of Licensee. Time is not of the essence as to the performance of GreeneStep's Services.

**Assign or transfer ownership of this Agreement.** Licensee cannot assign or transfer ownership of this Agreement to anyone without written approval of GreeneStep. However, GreeneStep may assign or transfer it without your consent to:

1. An affiliate.
2. A company through a sale of assets by GreeneStep.
3. A successor by merger. Any assignment in violation of this Section shall be void. If Licensee want to request a transfer of this Agreement, contact GreeneStep.

**Dispute Resolution.** Licensee and GreeneStep will attempt, in good faith, to resolve any disputes informally. GreeneStep will meet with Licensee or other designated representative to discuss the matter and any actions necessary to resolve a dispute:

1. If a dispute remains unresolved following Notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.
2. If the matter is not resolved as set forth in section 1, the aggrieved party will submit a second Notice which will:
  - a) Provide detailed factual information;
  - b) Identify the specific provisions in this Agreement on which any demand is based;
  - c) Advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
  - d) Attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.
4. Any controversy or claim arising out of or relating to this contract, or the breach thereof that cannot be settled through mediation administered by the American Arbitration Association shall be settled by:
  - a) For U.S. domestic Agreements, arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
  - b) For International Agreements, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules.
5. Licensee agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Virginia, United States of America. The Parties acknowledge and agree that this is a contract for services, and that the Uniform Commercial Code shall have no applicability to this Agreement or to the services rendered hereunder.

**Modifications to Terms and Conditions of Use.** GreeneStep may from time-to-time amend any provision of this Agreement, and will provide notice to Licensee of the amendment, and unless specified otherwise, the amended agreement shall become effective at the start of the first billing cycle after GreeneStep has provided notice. Amendments due to changes due to any law or judicial decision will become effective at such time that GreeneStep may specify, which may be sooner than the beginning of the next billing cycle following the date of notice.

**Severability.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**Complete Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the matters covered herein and supersedes and merges all prior understandings and agreements, oral and written, between the Parties regarding the subject matter hereof. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of GreeneStep by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the Parties hereto with respect to the subject matter hereof. Headings are included for convenience only, and shall not be considered in interpreting these Terms. Licensee acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.