**Globility Link, Inc. (“GLI”) Software Products**

This agreement covers the products and services you license (or purchase) from GLI, unless and until we enter into a new agreement that expressly replaces this one. If you use the GLI products and services as an employee of or for the benefit of your company, you represent that you have the power and authority to accept this agreement on behalf of your company. Your company will be the licensee under this agreement. By clicking on the "Accept" button of this agreement, or by downloading, installing or using the GLI products or services, you consent to the terms and conditions of this agreement on behalf of yourself and the company on whose behalf you will use the GLI products and services provided under this agreement. The effective date of this agreement is the date that you first download, install or use the GLI products or services. If you do not agree to the terms and conditions of this agreement or if you do not have the power and authority to accept the terms and conditions of this agreement on behalf of your company, you may not use the GLI products and services and GLI is unwilling to provide you with them.

**1. Products and Services**

1.1 The GLI products and services that you may license or purchase under this agreement are identified in the Purchasing Agreements that you and GLI enter into from time to time under this agreement. These products and services may include (but are not limited to):

1. **Green-Wealth**, which means any software products (including Implementation IP and Verification IP), other than Green-Wealth Fee-Per-Use Cores, marketed by GLI under the brand name "Green-Wealth".
2. **Licensed Software**, which means a GLI software product other than Green-Wealth and Green-Wealth Fee-Per-Use Cores.
3. **Maintenance Services**, which means the software maintenance and support services described in section 5.
4. **Training Services**, which means education in the use of Globility Link, Inc. Software Products through standard curriculum educational services or courses.

1.2 The term "Licensed Products" means Licensed Software and The Green-Wealth Processing Tool.

1.3 Additional terms and conditions (beyond those stated here and in any attached supplements) may apply to certain Licensed Products. When ordering these Licensed Products, you will be given an opportunity to review the additional terms and conditions that must be accepted for you to receive the Licensed Products. If the additional terms and conditions conflict in any way with the terms and conditions stated here, the additional terms and conditions will prevail.

**2. Licenses**

2.1 Your License Rights: When you purchase a license (other than an evaluation license) to a Licensed Product, upon its delivery you will have a nonexclusive right to:

1. install the Licensed Product on one or more computers of the same form factor for which it is applied for in the services agreement for processing transactions;
2. install the License Key for the Licensed Product on the computer specifically identified in the License Key;
3. allow your End Users to use the Licensed Product and Design Techniques, during the License Term, solely for the purpose of creating, modifying, and simulating your own Designs (in the case of Green-Wealth, this includes validating, testing, and simulating Designs, electronic circuits and devices);
4. in the case of Green-Wealth, share Design Databases with a Licensed Design Partner only to allow the Licensed Design Partner to work cooperatively on your Design to the extent permitted by its own Green-Wealth license (but not sublicense or assign any of your rights in the Green-Wealth Tool to such Licensed Design Partner);
5. in the case of Software Development Products, use this Licensed Product, during the License Term, solely for the purpose of creating, debugging, and profiling executable software source code for execution on a System-on-Chip with an embedded microprocessor or on a model of such System-on-Chip;
6. in the case of The Green-Wealth Processing Tool Product, until you discontinue the sale and distribution of the applicable Licensee Products, use The Green-Wealth Processing Tool Products to (i) customize the Boarded Processing Package Features in the Product solely as necessary for use with your Green-Wealth Licensee Product; (ii) create and support a Licensee Executable; (iii) if you have purchased a license to the "closed system license" version of The Green-Wealth Processing Tool Product, then you may distribute, solely in an Licensee Product and only to End Customers, a Licensee Executable that does not expose, directly or indirectly, any APIs of The Green-Wealth Processing Tool Product; and (iv) if you have purchased a license to the "binary" version of The Green-Wealth Processing Tool Product, then you may additionally distribute to End Customers only that portion of the Documentation necessary for End Customers to access the APIs; provided that neither (ii) nor (iii) above shall entitle The Green-Wealth Processing Tool End Customers to expose any of the APIs to their customers or any other third parties.
7. make a reasonable number of copies of the Licensed Product solely for backup or archival purposes; and
8. make a reasonable number of copies of the Documentation for the Licensed Product, and use the Documentation solely to support your use of the Licensed Product.

2.2 Implementation IP License: In addition, when you are granted a license to any Implementation IP, you will have a nonexclusive right to:

1. integrate the Implementation IP into your Designs to create one or more Integrated Designs;
2. make, use, and sell physical implementations (commonly referred to as semiconductor chips) of one or more of the Integrated Designs;
3. distribute the Implementation IP in netlist or GDSII format as part of any of your Integrated Designs to any third party that provides foundry services to you, solely for the purpose of having that foundry make physical implementations of one or more of entire

Integrated Designs of yours, as long as the third-party foundry is subject to confidentiality obligations regarding the Implementation IP that are no less restrictive than the confidentiality obligations in this agreement; and

1. if you purchased from GLI the right to use certain Implementation IP in source code format, you may modify that Implementation IP in support of your development of Integrated Designs.

2.3 Node-Locked License: If you have obtained the Licensed Product under a node-locked license, then a "node" refers to a specific machine and the License Product may be installed only on the number of nodes indicated on the applicable GLI Purchasing or Processing Agreement, must be used only on the node(s) on which it is installed, and may be accessed only by users who are physically present at that node. Further, a node-locked license may only be used by one (1) user at a time running one (1) instance of the Licensed Product at a time.

2.4 Evaluation Licenses: If you obtain an evaluation license for a Licensed Product, you will have the same license rights as described above except that you may use the Licensed Product only for the purpose of evaluating it and deciding whether to purchase a license to use it for production purposes. You shall not use the Licensed Product to design any integrated circuits for production or pre-production purposes or any other commercial use including, but not limited to, for the benefit of your customers. If you breach the forgoing restrictions, then you shall pay to GLI a license fee equal to GLI’s perpetual list price plus maintenance for the commercial version of the Licensed Product. You agree that damages for such a breach would be difficult to assess, and such payment represents a reasonable assessment of the potential damage to GLI. You recognized and agree that this amount is a reasonable, liquidated amount and not a penalty. Also, evaluation copies of Licensed Products are provided "AS IS". Therefore, the warranty and indemnification provisions in this agreement do not apply to evaluation licenses.

2.5 End Users: You may designate any of your employees whose primary work location is in the designated Use Area as End Users.

2.6 Use Area; Telecommuting Employees; Use Over a WAN: You must ensure that your End Users use the Licensed Product only when they are in the designated Use Area, except that any End User who is your employee, whose primary work location is in the designated Use Area, and whose primary residence is within 50 miles of the designated Use Area, may access the Licensed Product from his primary residence through a secure network that requires a secure Log-In ID or other more protective security safeguards. If you have purchased the right to use a Licensed Product over your wide area network (commonly referred to as a "WAN"), then unless the Purchasing Agreement states otherwise, the Licensed Product may be used by your End Users who are located at any of your facilities worldwide (if you purchased the right to use over a global WAN) or at any of your facilities on the same continent on which your Key Server is located (if you purchased the right to use over a continental WAN). This section 2.6 does not apply to Licensed Products obtained under a node-locked license as referenced in section 2.3.

2.7 Key Servers; Hardware Relocation: You may not permanently relocate a Key Server outside of the designated Use Area without obtaining written approval from GLI. If a Key Server becomes inoperative due to malfunction, repair, or maintenance, you may request GLI’s permission to set up and temporarily use a single back-up Key Server on another computer in the same Use Area until the original Key Server returns to service.

2.8 Conditions: Your right to use the Licensed Product is conditioned upon your timely payment of the full amount of the Fees due for the Licensed Product and your compliance with the terms of this agreement, including the following restrictions. When the License or Payment Processing Term expires, your license rights also expire and you may no longer use the Licensed Product.

2.9 Restrictions: You may not (and may not allow anyone else to):

1. copy or use any Licensed Product (or Documentation) in any manner that is not expressly allowed by the license rights stated above;
2. decompile, reverse engineer, or otherwise attempt to derive the source code for any Licensed Product or any underlying algorithms, user interface techniques, or other ideas embodied in a Licensed Product;
3. tamper with, or attempt to circumvent or disable, any License Key (this includes, for example, resetting the CPU time in order to extend the License Term, or using a false host ID number or additional virtualized copy(ies) of the host ID number to enable unauthorized copies of a License Key);
4. distribute any copy of a Licensed Product (or Documentation) except as expressly allowed by the license rights stated above, or allow anyone other than your End Users to have access to or use (such as in a timesharing, service bureau, or application service provider model) any Licensed Product;
5. use a Licensed Product (except ARC MQX Products) or its output to create, modify, or simulate Designs for third parties;
6. use a Licensed Product or its output to develop or enhance any product that competes with a GLI product;
7. modify or create a derivative work of any part of a Licensed Product or Documentation;
8. disclose the results of any benchmarking of a Licensed Product (whether or not the results were obtained with assistance from GLI) to any third party; or
9. use a Licensed Product in the development of any product if the failure or malfunction of that product could reasonably be expected to result in personal injury, death, or catastrophic loss.

If the License Key limits the number of End Users who may use a Licensed Product simultaneously or the number of simultaneous Clients, you must ensure that this limit is not exceeded, by platform virtualization or any other means.

2.10 Copies: If you make backup or archival copies of a Licensed Product or Documentation, you must reproduce all copyright, trademark, and other notices that appear on the original copy.

2.11 Transfers and Assignments: You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from GLI. If you attempt to transfer or assign any of your license rights without GLI’s consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this agreement). For purposes of this section 2.11, a transfer or assignment of your license rights will be deemed to have occurred (a) if a third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either (i) your or a Parent Entity's assets or (ii) the stock or other equity interests entitled to vote for your or a Parent Entity's directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between you or a Parent Entity and one or more third parties where your or a Parent Entity's stockholders immediately before that transaction own (directly or indirectly), after that transaction, less than fifty percent (50%) of the stock or other equity interests entitled to vote for the directors or equivalent managing authority of the surviving entity.

2.12 Open Source Software: If the Licensed Product may be delivered with software that is subject to open source licensing terms ("Open Source Software") (if applicable) will be available at http://www.GlobilityLink.com. If the Open Source Software license also requires source code to be made available, Licensee may reference http://www.GlobilityLink.com for information on how to obtain such source code. Licensee agrees that all Open Source Software shall be and shall remain subject to the terms and conditions under which it is provided. (If provided) the Open Source Software is provided "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND GLI FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OPEN SOURCE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GLI NOR THE LICENSORS OF OPEN SOURCE SOFTWARE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Copyrights to the Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

**3. Order and Delivery**

3.1 Ordering GLI Products: You may order the products and services identified in the Purchasing Agreements at any time by submitting an order application to GLI through GLI’s on-line application system, via a licensed ISO, or directly by phone. When placing an order with GLI through any means, you shall be responsible for ensuring that all information you provide is accurate, true and complete and that any person placing an order on your behalf has your authority to do so. Once you submit an order, you may not change it without contacting GLI. Your order must indicate which products and services you want to purchase (including, in the case of Licensed Products, the type of license, the quantity, the License Term or in the case of The Green-Wealth Processing Tool, the applicable Green-Wealth Processing application, the location(s) of your facility(ies) where the Licensed Products may be used (we may refer to this as the "Merchant Location" in a Processing Agreement), and any other information GLI would need to fulfill your order (including any information needed to generate a License Key). GLI may, in its sole discretion, approve or decline your order request. GLI’s approval or decline of a request may be by written or verbal “Notice of Acceptance” or “Notice of Decline” by sending an electronic notice, or by notifying your sales agency of an approval.

3.3 E.A.S.T.: When GLI delivers a Licensed Product by E.A.S.T., GLI will send you an e-mail to your designated E.A.S.T. e-mail address(es) to notify you that the Licensed Product is available. GLI’s obligation to deliver the Licensed Product will be fulfilled when this e-mail notice is sent. You will be responsible for downloading or requesting for delivery the Licensed Product and Documentation from the FTP Server and the License Key from GLI’s website at www.GlobilityLink.com, unless GLI gives you other instructions. You must notify GLI in writing if you change your E.A.S.T. e-mail address(es).

3.4 Tangible Media: When GLI delivers Licensed Products to you on tangible media, the media may contain other software programs in addition to the Licensed Products. If it does, you will not have a license to use (and the License Keys for the Licensed Products will not permit you to use) these other software programs, and you must not attempt to access, use, reproduce, modify, reverse engineer, or otherwise tamper with these other software programs. If you lose or damage the media, GLI will, at your request, provide a replacement at a nominal charge. All deliveries of tangible items by GLI, Inc. will be made F.O.B. Origin; all deliveries of tangible items by other GLI entities will be made Ex Works (EXW) Origin.

**4. Fees and Payment**

4.1 Fees: The Fees for the products and services you may purchase under this agreement will be identified in the Purchasing/Licensing Agreements. You agree to pay the Fees according to the payment terms in the applicable Purchasing/License Agreement.

4.2 Payments: If the applicable Purchasing Agreement does not contain specific payment terms for the Fees in question, payment of those Fees will be due within 30 days after the date of GLI’s invoice. If you do not pay an amount by the scheduled due date, GLI will have the right to withhold the delivery of License Keys and/or terminate this agreement or a Purchasing Agreement and accelerate the due date of all remaining payments. In this event, you will owe the entire outstanding balance as soon as you receive written notice from GLI that your payment is due. All payments you make to GLI are non-refundable. You may not offset any amounts you believe GLI owes you against any payments you make to GLI under this agreement. You must make payments in U.S. dollars. If you do not pay an amount by the due date, you must also pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less.

4.3 Taxes: You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and value-added taxes and similar taxes), other than GLI’s income taxes, that are imposed on or result from your purchase, license, or use of GLI products and services. If GLI is required by law to collect and remit any such taxes, GLI may invoice you for such taxes and you agree to pay the invoiced amount to GLI. If you are required by the respective jurisdiction where the Licensed Products are used, or where services are provided, to withhold taxes from payments to GLI, you may withhold from the total amount due to the respective GLI distributing entity the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment. You must then promptly pay that amount to the appropriate tax authority and provide GLI with an official receipt for the payment within 30 days of your payment.

4.4 Bankruptcy: If you become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, GLI may apply any payments you have previously made to GLI for products or services not yet delivered by GLI against any amounts you owe GLI at that time for products or services that have been delivered by GLI (under this agreement or otherwise).

**5. Services**

5.1 Maintenance Services: Maintenance Services consist of the following:

1. Support: GLI will provide you with access to Green-Wealth and online Documentation, and will use commercially reasonable efforts to make available the GLI Support Center on Monday through Friday, during GLI’s normal business hours, excluding GLI’s scheduled holidays. A valid corporate email address is required to access the secure areas of GLI’s website and online Documentation contained therein.
2. Software Updates: GLI will use commercially reasonable efforts to provide error corrections to the Licensed Products, as well as minor improvements to the Licensed Products, as such corrections and improvements become generally available. Any other upgrades or enhancements to the Licensed Products are not made available by GLI as part of Maintenance Services and may be subject to additional charges.

5.2 Updates to Terms: GLI may update its Maintenance Services terms on 30 days’ prior written notice, provided that these updates are applied generally to its Maintenance Service customers.

5.3 Conditions: In order to receive Maintenance Services for a Licensed Product, all of the following conditions must be met:

1. you must have purchased Maintenance Services for such Licensed Product (unless it is licensed under a TSL, in which case Maintenance Services are included);
2. you must appoint a qualified contact person to interface with GLI regarding Maintenance Services, and identify such person to GLI in advance;
3. such qualified contact person must be trained in the use of such Licensed Product;
4. you must provide GLI with access to the information and system facilities reasonably necessary to provide the Maintenance Services;
5. you must follow the directions provided by the GLI Support Center to resolve technical problems;
6. you must follow the operating instructions and procedures for the Licensed Product as specified in the Documentation or provided by GLI; and
7. you must notify GLI of any error or other problem in the Licensed Product using GLI’s current problem reporting procedure.

5.4 Exclusions: GLI will have no obligation to provide Maintenance Services for any Licensed Products that are damaged, modified (by anyone other than GLI), incorporated into other software, or installed in any computing environment not supported by GLI; or for any version of a Licensed Product other than the latest and immediately preceding version; or for any problems caused by your negligence, abuse, misuse, or by any causes beyond GLI’s reasonable control.

5.5 Reinstatement of Maintenance Services: If Maintenance Services are terminated for any reason, or if you wish to renew Maintenance Services more than thirty (30) days after Maintenance Services have been terminated, you may be permitted to reinstate or renew Maintenance Services, at GLI’s sole option, provided that (a) GLI offers Maintenance Services to its customers generally for the Licensed Product in question, and (b) you pay GLI the following: GLI’s then-current reinstatement fee, plus payment for the new Maintenance Services term of 12 months.

5.6 GLI Connect: If you wish to permit GLI to deliver Maintenance Services through the use of a shared customer desktop, you must allow the GLI Connect Tool and or related publicly-available, third-party software modules. You are not required to use the GLI Connect Tool, but if you choose to do so, you have the nonexclusive right to use the GLI Connect Tool only to enable GLI to remotely access your terminal (PC, Tablet, or Mobile Device) form factor, for the purpose of providing Maintenance Services. Your rights to the third-party software modules are separately described in their accompanying license terms. Neither section 8 nor section 9 of this agreement applies to the GLI Connect Tool or to any of the third-party software modules.

5.7 Disclaimer Regarding Green-Wealth: The Green-Wealth Processing Tool is licensed "as is," and GLI makes no warranties, express, implied, statutory, or otherwise, regarding The Green-Wealth Processing Tool. GLI disclaims all liability of any kind in connection with such third-party software modules, and specifically disclaims any implied warranties of non-infringement, title, merchantability, or fitness for a particular purpose, or arising from a course of dealing or usage of trade both with respect to The Green-Wealth Processing Tool and the third-party software modules.

5.8 Training Services: GLI offers free Initial Training Services. Additional training services, may be purchased through www.GlobilityLink.com or contacting Globility Link, Inc.’s support directly by emailing; support@globilitylink.com or by calling 727-388-1380 extension 102.

**6. Confidentiality**

6.1 Confidentiality Obligations: Each party (you and GLI) agrees to abide by the following confidentiality obligations with respect to the other party's Confidential Information:

1. do not disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena;
2. do not use it for any reason other than to exercise its rights and perform its obligation under this agreement; and
3. protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a "need-to-know" basis).

6.2 Mandatory Disclosures: If you believe you must disclose GLI’s Confidential Information in order to comply with a valid court order or subpoena, you must promptly notify GLI and cooperate with GLI if GLI chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. GLI will do the same if it believes it must disclose your Confidential Information in these circumstances.

6.3 Additional Obligations: In addition to your general obligations of confidentiality regarding the Licensed Products and Documentation, you must take the following steps to help prevent any unauthorized access to or use of the same:

1. you must ensure that each End User who is your independent contractor (not your employee) has access to and uses the Licensed Products and Documentation only while working on your physical premises; and
2. you must monitor each End User's use of the Licensed Products to ensure that the End User abides by the terms of this agreement.

**7. Term and Termination**

7.1 Term of Agreement: The term of this agreement will begin on the effective date that you first use the products or services and will end when the last Purchasing/Processing Agreement expires, unless this agreement is terminated sooner by either party.

7.2 Term of Purchasing/Processing Agreement: Each Agreement will have its own term, as indicated on that Agreement.

7.3 Rights to Terminate: Each party has the right to terminate this agreement, by giving written notice of termination to the other party, if (a) the other party breaches this agreement and (b) either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 15 days after receiving written notice of the breach from the non-breaching party. A substantial deviation of a Licensed Product from the specifications in the corresponding Documentation will not be considered a breach of this agreement that allows you to terminate the agreement, but it could give rise to a warranty claim under section 8.

7.4 Consequences of Termination: If and when either you or GLI terminates this agreement, all Purchasing Agreements in effect at that time will also terminate. When this agreement, a Purchasing Agreement or an individual license to a Licensed Product expires or is terminated:

1. you must (i) immediately cease all use of the Licensed Products, Documentation, and Design Techniques, (ii) promptly return to GLI or destroy all copies of the Licensed Products and Documentation in your possession or control, and (iii) certify in writing to GLI that you have complied with clauses (i) and (ii), except, however, that your license to Implementation IP incorporated into Designs prior to termination shall continue according to its terms;
2. you will remain obligated to pay any amounts you owe to GLI at that time; and
3. the provisions of sections 4, 6, 7.4, 8.4 and 10, and the warranty disclaimers in section 8, will remain in effect.

**8. Limited Warranty**

8.1 Warranty: For a period of 90 days from when GLI delivers a Licensed Product to you (the "warranty period"), GLI warrants that the Licensed Product will have no Errors when used on the correct platform and according to the instructions in the corresponding Documentation. This warranty will be void if you, or anyone else other than GLI, modifies or attempts to modify the Licensed Product.

8.2 Warranty Claims: To claim a breach of this warranty, you must, during the warranty period, notify GLI in writing of the Error or Errors that you have encountered and provide GLI with all the information you have, in written or electronic form, about those Errors, so that GLI can attempt to reproduce, diagnose, and correct the Errors.

8.3 Exclusive Remedy: Your exclusive remedy for any breach of this warranty is that GLI will use commercially reasonable efforts to (at GLI’s option) correct the Errors you have reported or provide a replacement product that does not contain these Errors, or if GLI is unable to provide a correction or a replacement or determines that it will not be feasible to do so, GLI will refund the Fees you paid for that Licensed Product. Refunds will only be limited to the period of and for which the error occurred and will not be retroactive.

 8.4 **Disclaimer: This is the only warranty GLI provides for the Licensed Products. Except for this warranty, all Licensed Products, Documentation, and Design Techniques are provided "AS IS". GLI disclaims all other warranties (express, implied, or statutory), including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement and any warranties arising from a course of dealing or usage of trade.**

**9. Infringement Claims**

9.1 Indemnity: GLI will, at its own expense, be entitled to defend (or at its sole option, settle) any claim asserted against you by a third party that any Licensed Product you obtained from GLI under this agreement directly infringes any U.S. patent, copyright, trademark, or trade secret. GLI will indemnify you for any damages you suffer and costs you reasonably incur that are directly attributable to any such claim and that are assessed against you in a final, non-appealable judgment or agreed upon by GLI in a settlement.

9.2 Conditions: GLI’s obligations to defend and indemnify you with respect to a particular claim are subject to the following conditions:

1. you must promptly give GLI written notice of the claim;
2. you must identify the specific Licensed Product(s) at issue in the claim and indicate how the Licensed Product(s) is (are) utilized by you or your products;
3. you must give GLI sole control and authority over the defense and settlement of the claim; and
4. you must provide GLI with all information you have regarding the claim and cooperate with GLI when GLI defends or attempts to settle the claim.

9.3 Pro-Active Steps: If any Licensed Product is, or GLI believes is likely to become, the subject of a claim for which GLI would be obligated to defend and indemnify you, then GLI may, at its option, do any of the following:

1. obtain for you (at no cost to you) the right for you to continue using the Licensed Product as permitted by this agreement;
2. replace or modify the Licensed Product to avoid the infringement problem, as long as there is no material loss of functionality; or
3. if GLI reasonably concludes that it will not be feasible to do either of the above, terminate your license for the Licensed Product and give you a prorated refund (based on how much of the License Term has elapsed) of the Fees you paid for that license.

9.4 Exclusions: GLI will have no obligation to defend or indemnify you (notwithstanding the first paragraph of this section) with respect to any claim that is based on or attributable to any of the following:

1. any modification made to the Licensed Product by anyone other than GLI;
2. the combination or use of the Licensed Product with other products, processes, or materials not supplied by GLI or specified in the Documentation as being necessary to use the Licensed Product;
3. your continued engagement in infringing activities after you were notified of the infringement or after GLI informed you of a modification or workaround that would have avoided the infringement; and
4. your use of the Licensed Product in a manner not permitted by this agreement.

9.5 Burden of Proof: You will have the burden of showing that indemnification is required pursuant to this section 9 and that the exclusions in section 9.4 are not applicable.

9.6 No Other Obligations: Except as expressly stated in this section 9, GLI has no obligation or liability to you for any actual or alleged infringement related to the Licensed Products, Documentation, or Design Techniques.

**10. Other Terms**

10.1 Ownership of IP Rights: GLI and its licensors own all Intellectual Property Rights in the Licensed Products, Documentation, and Design Techniques. Your only rights in the Licensed Products, Documentation, and Design Techniques are the rights expressly granted in this agreement; all other rights are reserved by GLI. GLI’s licensors are third-party beneficiaries of, and thus may enforce against you, the license restrictions and confidentiality obligations in this agreement with respect to their intellectual property and proprietary information. You will own all Intellectual Property Rights in the Designs you create using the Licensed Products, Documentation, and Design Techniques, subject to GLI’s (and its licensors') ownership of the Intellectual Property Rights in the Licensed Products, Documentation, and Design Techniques. GLI may freely use and disseminate any Feedback you provide. You agree not to claim that GLI owes you any compensation for its use or dissemination of such Feedback.

10.2 Audit and Compliance: GLI may audit (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) your use of the Licensed Products and Documentation to verify your compliance with this agreement. You agree to give GLI (or the auditing firm) reasonable access to your facilities and records for purposes of conducting these audits. GLI will give you at least five days’ advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year, unless GLI has a good-faith basis for believing that more frequent audits are warranted. GLI will bear all the costs it incurs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that you have failed to comply with this agreement in a material way, in which case you agree to reimburse GLI for these costs.

10.3 Automatic Updates: Licensed Products communicate with GLI servers for the purpose of providing Updates, detecting software piracy and verifying that customers are using Licensed Products in conformity with the applicable License Key for such Licensed Products. GLI will use information gathered in connection with this process to deliver software updates and pursue software pirates and infringers.

10.4 Limitation of Liability: For each product or service you license or purchase from GLI under this agreement, GLI’s total, cumulative liability to you, including under section 9, is limited to the amount of Fees you paid for that product or service (regardless of the nature of the liability or the nature or number of claims giving rise to the liability). GLI will not, under any circumstances or any theory of liability, be liable to you for any lost profits, loss of data, or consequential, incidental, or special damages arising from this agreement or the products and services provided to you under this agreement. However, this disclaimer of GLI’s liability for consequential damages does not limit or reduce GLI’s obligations to defend and indemnify you under section 9. The limitations of liability in this section are a fundamental part of this agreement and enable GLI to provide products and services to you at lower prices. These limitations of liability are intended to apply even if an exclusive remedy is found to have failed of its essential purpose.

10.5 Export Controls: You agree that the goods, software, and technology subject to this agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regulations of the U.S. Department of Treasury, (“DOT”) Office of Foreign Asset Controls (“OFAC”) and that you will comply with these laws and regulations. Without limiting the foregoing, if any technology, software or source code governed by this agreement, or the direct product of any such technology, software or source code (each is a "Controlled Product"), is subject to the national security controls as identified on the Commerce Control List (the "Controlled Products"), you will not, without a U.S. Bureau of Industry and Security license or license exception, export, re-export, or transfer a Controlled Product, either directly or indirectly, to any national of any country identified in Country Groups D:1 or E:1 as defined in the EARs. In addition, goods, software and any technology subject to this agreement may not be exported, re-exported, or transferred to (a) any person or entity listed on the "Entity List", "Denied Persons List" or the list of "Specifically Designated Nationals and Blocked Persons" as such lists are maintained by the U.S. Government, or (b) an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (i) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (ii) the design, development, production, or use of missiles or support of missiles projects; and (iii) the design, development, production, or use of chemical or biological weapons.

10.6 Governing Law; Jurisdiction: This agreement is governed by the laws of the United States and the State of Pennsylvania, without regard to conflicts of laws principles. The federal and state courts located in Northumberland County, Pennsylvania have exclusive jurisdiction over any disputes arising from or relating to this agreement, and each party consents to such jurisdiction and venue.

10.7 Notices: Any notice, approval, consent, or other communication intended to have legal effect under this agreement must be given to the other party in writing, must be sent by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused. A copy of any communication sent to GLI must also be sent to the attention of the General Counsel and emailed to legal@globilitylilnk.com.

10.8 Waivers: Either party's failure to enforce any provision of this agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.

10.9 Independent Contractors: The parties to this agreement are independent contractors. Neither party is the agent or partner of the other party, or has any power or authority to act on behalf of the other party

10.10 Severability: If any provision in this agreement is found to be invalid or unenforceable as written, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision is to be construed (and, if necessary, modified) so that it is valid and enforceable to the greatest extent possible.

10.11 Attorneys' Fees: The prevailing party in any action to enforce this agreement will be entitled to recover costs and expenses including reasonable attorneys' fees.

10.12 Remedies: Except where this agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore GLI will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this agreement.

10.13 Force Majeure: Each party will be excused from performance of its obligations under this agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control.

10.14 Construction: Section headings in this agreement are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this agreement.

10.15 Press Release: The parties intend to work together to prepare and publish a mutually acceptable press release concerning this agreement.

10.16 Government Users: If you are a branch or agency of the United States Government, or are acquiring any Licensed Product on behalf of any branch or agency of the United States Government, then the following provision applies. The Licensed Products and Documentation are comprised of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

10.17 GLI Entities: Globility Link, Inc. and its partner-owned subsidiaries, including, but not limited to, 1-A Best Inc., THC Merchant Services, Potential LLC, Gleike, Inc., The Harrison Company Merchant Services LLC, have agreed to their respective rights and obligations regarding the distribution of the Licensed Products and the performance of obligations related to the Licensed Products. You acknowledge that: (a) Globility Link, Inc. or any directly or indirectly wholly-owned subsidiary or branch of Globility Link,, Inc. may treat a purchase order addressed to that entity, representative office or branch as having been addressed to the appropriate entity or entities or branch with distribution rights for the geographic region in which the Licensed Products will be used; and (b) delivery will be completed by the GLI entity or branch with distribution rights for the geographic region in which the Licensed Products will be used or service will be provided. For products used or services provided in a country in the Americas or Canada, the distributing GLI entity is Globility Link, Inc., based in Pennsylvania, USA or Mississauga, ON Canada.

10.18 Entire Agreement: This agreement and any applicable attachments and Purchasing Agreements are the entire agreement between the parties concerning its subject matter, and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). However, any confidentiality or nondisclosure agreements that GLI previously entered into with you will remain in effect (according to their terms) with respect to the confidential information disclosed thereunder.

10.19 Amendments: This agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document you may submit to GLI will be binding on GLI or have any legal effect.

**Glossary of Definitions:**

**API** means application programming interface for accessing specific functionality of the Green-Wealth Product.

**End Customer** means a customer to whom you distribute The Green-Wealth Processing Tool Licensee Product and who shall be obligated to maintain the confidentiality of any provided Documentation, and not expose any API of The Green-Wealth Processing Tool Product to any third party.

**Licensee Executable** means an application program, in executable form, statically linked with and using certain APIs of The Green-Wealth Processing Tool Product, for execution solely on an embedded Green-Wealth processor.

**Licensee Product** means a product owned by you, that is specifically identified to GLI in a Purchasing Agreement or other document accepted by GLI, and that incorporates an embedded processor and the Green-Wealth Licensee Executable.

**Product** means the Green-Wealth real-time operating system platform for the processor architecture including associated source files, application programming interfaces files, and utilities for use in creating applications that run on the Green-Wealth’s processing architecture.

**Software Development Product** means any Meta Data Products, APK Products, API Products and Reporting Products.

**Board Support Package Features** means those configuration files in The Green-Wealth Processing Tool Product that define hardware components with which The Green-Wealth Processing Tool Licensee Executable is intended to interoperate.

**Client** means an instance of a Licensed Product running on a computer with an Android Emulator, Android Tablet, Android Phone or Android POS device. This means, for example, that two Clients can be either two instances of a Licensed Product running on the same computer or one instance of a Licensed Product running on each of two computers.

**Confidential Information of GLI** means (a) the Licensed Products (in any form), the Documentation, the License Keys, and (b) Design Techniques and all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Licensed Products, Documentation, License Keys, or (c) the prices, discounts, payment terms, and other information in the Purchasing Agreements; (d) GLI Training Services materials including without limitation presentations, demonstrations, software and course handouts, and (e) any other confidential or proprietary information that GLI provides to you in connection with this agreement.

**Your Confidential Information** means any confidential or proprietary information in (i) written form that you provide to GLI in order for GLI to fulfill your orders and provide products and services to you under this agreement, and (ii) oral form that you provide to GLI in order to receive Maintenance Services; as long as you notify GLI at the time of disclosure that such information is to be treated as confidential under this agreement. However, Feedback is not your Confidential Information. Also, Confidential Information does not include any of the following:

1. information that has become generally available to the public, through no fault of yours (in the case of GLI Confidential Information) or GLI (in the case of your Confidential Information) and that is not still regarded as a trade secret under laws governing information that was negligently or maliciously distributed;
2. information that the receiving party had already obtained in a tangible form, through lawful means, before obtaining it under this agreement;
3. information that the receiving party developed independently, without the use of any materials or information obtained from the other party in connection with this agreement;
4. information that the receiving party has lawfully obtained, in a tangible form, from a third party that had the right to provide it to the receiving party; or
5. information that the disclosing party releases for publication in writing.

**Design** means a representation of an electronic circuit or device that you create through the use of one or more Licensed Products. The representation may exist in various formats including, but not limited to, equations, truth tables, schematic diagrams, textual descriptions, hardware description languages, executable software source code and netlists.

**Green-Wealth** has the meaning given in section 1 of the Terms and Conditions.

**Design Database** means a design database for your Design that incorporates Green-Wealth in any format (except unencrypted source code for Implementation IP), along with all copyright and other proprietary legends for such Green-Wealth.

**Design Techniques** means GLI-supplied algorithms, data, circuit and logic elements, libraries, rule bases, search strategies, and other technical information used in the process of creating Designs.

**Green-Wealth Fee-Per-Use Core** means an IP core (as this term is understood in the semiconductor industry) for which GLI charges an additional fee each time it is used in the design of an integrated circuit.

**Documentation** means any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by GLI for use with a Licensed Product.

**End User** means an individual who works for you as an employee or independent contractor and whom you designate and authorize to access and use a Licensed Product as permitted by this agreement.

**Error** means a defect in a Licensed Product that causes it to deviate substantially from the specifications in the corresponding Documentation.

**E.A.S.T.** means Electronic Application Services Transfer.

**Feedback** means any ideas or suggestions you voluntarily provide to GLI (in any manner, whether in writing or orally or otherwise) regarding the Licensed Products, Documentation, or Design Techniques, including possible enhancements or improvements.

**Fees** means the amounts you must pay when you purchase products and services from GLI under this agreement, as identified in each Purchasing Agreement.

**FTP Server** means a GLI server that you can access via the Internet in order to download Licensed Products you have ordered.

**Implementation IP** means synthesizable designs (other than Verification IP).

**Integrated Design** means a Design that combines Implementation IP with the Design and does not consist primarily of Implementation IP.

**Intellectual Property Rights** means all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries.

**Key Server** means the computer with the host I.D. number that is identified in the License Key and which controls access to and enables the use of a Licensed Product.

**License Key** means a document (in physical or electronic format) provided by GLI that identifies: (a) the Licensed Product, including version number, licensed to you; (b) the Key Server; (c) the number of permitted Clients; and (d) the codes that initialize use of the Key Server.

**License Term** means the period of time during which you may use a Licensed Product under a particular license.

**Licensed Design Partner** means a third party that (a) you have engaged to work with you on a common Design; and (b) has a valid GLI end user license agreement for the Green-Wealth used in your Design.

**Licensed Products** has the meaning given in section 1 of the Terms and Conditions.

**Licensed Software** has the meaning given in section 1 of the Terms and Conditions.

**Maintenance Services** has the meaning given in section 1 of the Terms and Conditions.

**Meta Product** means a GLI software development tool used to create, profile and debug software applications that run on an embedded microprocessor, identified by GLI with the product name "Green-Wealth".

**The Green-Wealth Processing Tool** means the GLI software, either an API or APK model of the instruction set of an embedded transaction processor, identified by GLI with license to the product name "Green-Wealth".

**Open Source Software** has the meaning given in section 2.12 of the Terms and Conditions.

**Parent Entity** means a person, company or other entity that owns, directly or indirectly, fifty percent (50%) or more of your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority.

**Purchasing Agreement** means the applicable GLI sales quotation, FSA schedule, purchase agreement or other agreement describing (among other things) the products and services that you have licensed or purchased, including pricing information.

**GLI-Net** means GLI’s suite of online support services accessible via the Internet.

**GLI Competitor** means any corporation or other legal entity in the business of developing and/or marketing (including making generally commercially available to end user customers) one or more electronic design automation software products or intellectual property cores or related services.

**System-on-Chip** means an integrated circuit which integrates the microcontroller, microprocessor, peripherals and interfaces in a single Design.

**TSL** means a time-based technology subscription license of a Licensed Product. A TSL lasts for a specific period of time (the License Term) from when the license is delivered and includes (at no additional charge) Standard Maintenance Services for the Licensed Product in question.

**Use Area for a Licensed Product** means a single geographical site that you own or occupy as your place of business, which may consist of one or more buildings located within 5 miles of one another, and in which the Key Servers, Clients, and End Users for that Licensed Product are all located, except as modified by the right to allow End Users to telecommute or use over a WAN in section 2.6.

**Verification IP** means test benches (including software models, test suites, and monitors) that simulate, test, and verify the functionality of certain electronic circuits or devices.

**WAN** means a wide area network as referred to in section 2.6.

**You (and variations thereof)** means the entity that signs or agrees to this agreement as the customer.

- For a copy of this EULA please go to: http://www.GlobilityLink.com

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[End of the Globility Link, Inc. EULA]