MNJ SOFTWARE (MNJ Software)
LICENSE AND SERVICES AGREEMENT

This LICENSE AND SERVICES AGREEMENT ("Agreement") is made and entered into by and between you ("Customer" or "you") and MNJ Software ("MNJ Software" or the "Company").

IMPORTANT - READ THIS AGREEMENT AND THE DOCUMENTS INCORPORATED BY REFERENCE HEREIN CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING ANY PART OF THIS PRODUCT, AS APPLICABLE. THIS IS A LEGAL DOCUMENT THAT STATES THE TERMS AND CONDITIONS GOVERNING YOUR USE OF THE PRODUCT. MNJ Software IS WILLING TO LICENSE THIS PRODUCT TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. BY CLICKING YOUR ACCEPTANCE OF THIS AGREEMENT DURING DOWNLOAD, REGISTRATION AND/OR INSTALLATION OF THIS PRODUCT, OR BY USING ANY PART OF THIS PRODUCT, YOU CERTIFY THAT YOU ARE A DULY AUTHORIZED REPRESENTATIVE CAPABLE OF LEGALLY BINDING YOU AND YOUR COMPANY AND YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, REGISTER, INSTALL OR USE THIS PRODUCT AND RETURN THIS PRODUCT, IN ITS ORIGINAL PACKAGING, TO THE PLACE OF PURCHASE WITHIN TEN (10) DAYS OF PURCHASE, FOR A FULL REFUND OF THE AMOUNT OF FEES YOU PAID FOR THE PRODUCT.

In consideration of the representations and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Product

1.1 Software Product. The license (the "License") or otherwise transferred by you, in whole or in part. granted herein extends to the software program (the "Software") licensed by you, including any upgrades, updates, patches, bug fixes or other additions to the through membership in a maintenance plan or through the purchase of any Services from MNJ Software, and the accompanying written documentation provided by MNJ Software, including any new versions thereof (the "Documentation") (the Software and the Documentation collectively constituting the "Product"). Depending on the Product licensed, the Product may contain or utilize the following types of software: "Server Software" which means the applications that are installed on computer(s) acting as server(s) and that are configured to perform tasks requested by the Client Software; "Client Software" which means the applications that allow a computer, workstation, personal digital assistant, or other digital electronic device (as applicable) to access the Server Software and that are configured to run with a user - interface allowing a user to initiate a task; and "Database Software" which means the software used to respond to database requests made by the Product.

1.2 Grant of License.
Subject to the terms of this Agreement, MNJ Software hereby grants to you a non- exclusive, non-sub licensable, and non-transferable License to install and use the Product. This License shall be perpetual unless you have elected to license the Product on a periodic basis as specified in your Invoice (defined below). All rights not expressly granted to you herein are hereby reserved by MNJ Software. The specific Product(s) licensed by you shall be set forth on an associated invoice or other document associated with the purchase of your License (each, an "Invoice"). Neither this Agreement nor the Software may be sold, leased, assigned, sublicensed, or otherwise transferred by you, in whole or in part.

1.3 Special Limited Term Evaluation License. If you have been provided with a copy of the Product for Software that MNJ Software may make available to you evaluation purposes at no charge, MNJ Software grants to you, subject to the terms of this Agreement (excluding Section 1.2 under which you have no rights) a non-exclusive, non-transferable License for evaluation purposes only. This License is for a period of thirty (30) calendar days (the "Evaluation Period"), commencing upon the initial installation of the Product, to evaluate the Product. At the end of the Evaluation Period, you agree to either: (i) promptly contact MNJ Software to purchase a license if the Product is acceptable to you; or (ii) immediately cease any further use of the Product, and return all physical copies of the Product to MNJ Software and delete all other copies of the

Product.

1.4 Scope of Use. This is a License to use the Product in executable form in connection with the operating environments designated by MNJ Software for use with, but not included with, the Product. Your Invoice for the Product will specify the number of concurrent users that are authorized under this License and you are required to purchase one (1) external seat for each concurrent external application that: (i) interacts with the Product's database through its Software Development Kit; or (ii) otherwise alters, updates, or writes to the Product's database by other means. You may only install one (1) copy of the Server Software in a production or "live" environment; however, you may install multiple copies of the Server Software for internal testing and training purposes (i.e. in a non-production environment). Notwithstanding the foregoing, if you have purchased a single–user License, the Product may not be used concurrently on more than one (1) computer or processor unless you purchase additional licenses for each additional concurrent use. If you wish to run reports within the Product on a server (a computer that permits multiple users to connect to the Product either directly or indirectly through any middle tier applications), you are required to purchase the appropriate number of server licenses of Crystal Reports either from MNJ Software or from Crystal Decisions, Inc. Licensees of the MNJ Software Suite's module are permitted to install the MNJ Software Suite's client on an unlimited number of computers or processors; however, the MNJ Software Suite's client may not be used concurrently on more than two (2) computers or processors unless you purchase additional client licenses for each additional concurrent use.

1.5 Restrictions on Use. This License is subject to the following additional restrictions. You may only: (i) install the Database Software on a single database file server serving a single computer network; (ii) use the Product by up to the number of concurrent users or client instances, as the case may be, for which you have paid the applicable fees or are otherwise authorized; and (iii) use the Product for your internal business purposes. In addition, you shall not, nor permit any party to: (a) use the Product for the benefit of any third party, including without limitation, in an outsourcing, application service provider or timesharing arrangement or in the operation of a service bureau; (b) sell, lease, sublicense, distribute, or otherwise transfer the Product to any person, firm, or entity; (c) disable or circumvent any security mechanism contained in or associated with the Product (for example, a dongle); or (d) translate, decompile, create or attempt to create, by reverse engineering or otherwise, source code from any object code

training, and other professional services ("Professional Services") for

Supplied hereunder. You shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice in the Product, and shall ensure that all such notices and identifying logos, icons or other markings are reproduced on all copies of the Product.

1.6 Express Product Warranty.

MNJ Software warrants that, for a period of ninety (90) days following the date of receipt of the Product (the "Warranty Period"), the media containing the Product shall be free from defects in materials and workmanship under normal use. If a defect in such media appears during the Warranty Period, your sole and exclusive remedy and MNJ Software's sole liability under this warranty is the replacement of the defective media. You must return the defective media during the Warranty Period to the place of purchase in order to receive a replacement copy of the media.

1.7 PRE-PRODUCTION CODE. THE PRODUCT LICENSED TO YOU HEREUNDER MAY INCLUDE CERTAIN FEATURES AND SOFTWARE CODE THAT IS PRE-PRODUCTION AND RELATES TO USE OF THE PRODUCT BY LICENSEES. THESE PRE-PRODUCTION FEATURES AND CODE ARE ASSOCIATED WITH THE SPECIAL ACTIVATION OF A "LOCAL OPTION" THAT IS UNTESTED AND NOT SUPPORTED BY MNJ Software. YOU ACKNOWLEDGE AND AGREE THAT IF YOU REQUEST SPECIAL CODES FROM MNJ Software THAT ARE NECESSARY TO ACTIVATE THE LOCAL OPTION, MNJ Software WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTERS, AND YOU AGREE TO RELEASE AND HOLD HARMLESS MNJ Software AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND STOCKHOLDERS FROM ANY AND ALL LIABILITY CLAIMS YOU MAY HAVE, NOW OR IN THE FUTURE, RELATING IN ANY MANNER TO YOUR USE OF THE PRODUCT. WITH THE LOCAL OPTION ACTIVATED

1.8 Termination. MNJ Software may immediately terminate this License upon the breach of any provision of this agreement, including failure to pay any License fees when due, provided such breach is not cured within thirty (30) calendar days of MNJ Software's notification of such breach. Upon termination, Customer shall immediately cease use of the Product and, at the option of MNJ Software, either promptly return to MNJ Software all copies of the Product in Customer's possession or destroy all such copies and certify in writing that all such copies have been returned or destroyed.

1.9 Export and Government Rights. Customer agrees that the Product will not be shipped, transferred or exported into any country or used in any manner prohibited by the Export Administration Act or any other applicable export laws, restrictions or regulations, and Customer shall have sole responsibility and liability for compliance with all such laws. The Product is provided with restricted rights.

2. Services

2.1 Services Generally. Any services ("Services") you order from MNJ Software shall be subject to the terms of this Agreement. This Agreement shall apply to Services ordered by you both at the time of and subsequent to initial Product purchase.

2.2 Maintenance Services. Upon payment of the applicable fee, either to the extent included in the License fee or as purchased separately, Licensee shall be entitled to receive the Product maintenance services described in MNJ Software's then-current "Terms and Conditions " that govern MNJ Software's maintenance plans and which are posted on MNJ Software's website (http://www.mnjsoftware.com) or is available upon request. These policies shall be incorporated into and shall for all purposes be deemed a part of this Agreement.

the Product licensed by Customer, provided that Customer has paid the applicable fees for such Services. In addition, Customer agrees to be subject to the terms contained in MNJ Software's then-current "Professional Services Policy" which is posted on MNJ Software's website (http://www.mnjsoftware.com) or is available upon request. This policy shall be incorporated into and shall for all purposes be deemed a part of this Agreement.

2.4 Customization Services. This subsection shall apply only if Customer has purchased certain custom programming services ("Customization Services") in connection with Customer's use of the Product. The Customization Services may result in deliverables such as utilities, reports or Product modifications being provided to Customer. In addition, Customer agrees to be subject to the terms contained in MNJ Software's website (http://www.mnjsoftware.com) or is available on request. This policy shall be incorporated into and shall for all purposes be deemed a part of this Agreement.

2.5 Statements of Work. All Professional and Customization Services shall be outlined in mutually- signed statements of work (each, a "Statement of Work") which shall be incorporated by reference as schedules to this Agreement, provided that Customer has paid or pays the applicable fees for such Services as detailed in the applicable Statement(s) of Work. Customer further understands and acknowledges that under any Statement of Work, MNJ Software is required under the terms and conditions of this Agreement to perform only those Services described in writing therein. All Customer requests for changes to any Statement of Work shall be mutually agreed upon for an additional fee in writing and signed by MNJ Software and Customer and shall become schedules to this Agreement. Requests by Customer for additional services that are not within the scope of a previously agreed upon Statement of Work shall be mutually agreed to for an additional fee in a new Statement of Work.

3. Ownership

MNJ Software retains full ownership rights to its intellectual property, including, but not limited to the Product, any patents, trademarks, trade secrets, copyrights, and all related content, features, designs, discoveries, inventions, scripts, applets, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, developed, generated, or that is otherwise created pursuant to this Agreement with or without the input, advice, suggestion or collaboration of Customer ("Company Proprietary Materials"). All such Company Proprietary Materials shall belong exclusively to MNJ Software, with MNJ Software having the right patents, registrations or such other protection as may be appropriate to the subject matter. Customer agrees to give MNJ Software reasonable assistance required to perfect the rights defined in this Section at MNJ Software's expense.

4. Fees and Payments

4.1 Payment. In the event Customer has failed to pay MNJ Software any amounts due for thirty (30) days or more, in addition to other available remedies provided herein, MNJ Software reserves the right to suspend performance of any Services until Customer's account is brought current. All amounts owed by Customer to MNJ Software under this Agreement and which are past due shall accrue interest at a simple rate of one percent (1%) per month. Customer will also be responsible for all costs incurred by MNJ Software in connection with any claim made by MNJ Software in order MNJ Software's then-current "Customization Services to recover payment of Customer's account, including without limitation all professional fees and legal costs.

4.2 Taxes. Customer shall be liable for, pay and to the extent applicable, reimburse MNJ Software for all Federal, state and local sales, use, value added, excise, duty and any other taxes or similar assessments or charges (other than taxes based on MNJ Software's net income) with respect to

2.3 Professional Services. MNJ Software agrees to provide implementation,

this Agreement, any License created pursuant to this Agreement, Customer's purchase and use of the Services and the sale to Customer of hardware, software or equipment.

4.3 Customer Terms. No terms, provisions or conditions of any purchase order or other business form or under any Statement of Work MNJ Software is required effect on the rights, duties, or obligations of MNJ Software hereunder, regardless of any failure of MNJ Software to object to such terms, provisions, or conditions.

5. Disclaimer of Warranties and Limitation of Liability
5.1 Notice Regarding Licensed Software **THE PRODUCT IS COMPLEX COMPUTER SOFTWARE. ITS PERFORMANCE WILL VARY DEPENDING UPON YOUR HARDWARE PLATFORMS AND SOFTWARE CONFIGURATIONS. YOU ACKNOWLEDGE THAT THE PRODUCT IS NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS OR INTERRUPTIONS, THAT THE PRODUCT MAY NOT OPERATE IN COMBINATION WITH OTHER PRODUCTS NOT SPECIFIED BY MNJ Software, AND THAT THE PRODUCT MAY NOT OPERATE OR FUNCTION PROPERLY ON YOUR COMPUTERS. YOU ALSO ACKNOWLEDGE THAT SOFTWARE ERRORS MAY BE IDENTIFIED UPON CUSTOMIZATION OR INSTALLATION OF THE PRODUCT. YOU THEREFORE ACCEPT THE RESPONSIBILITY OF DETERMINING THAT THE PRODUCT IS SUITABLE IN QUALITY AND PERFORMANCE FOR USE ON THE COMPUTER SYSTEMS ON WHICH THE PRODUCT MAY BE INSTALLED. THIS INCLUDES CONDUCTING SUFFICIENT TESTING OF YOUR CUSTOMIZATIONS AND INSTALLATIONS ON COMPUTER SYSTEMS ON WHICH THE PRODUCT MAY BE INSTALLED**

5.2 Disclaimer of Warranties. **EXCEPT AS PROVIDED HEREIN, THE PRODUCT AND SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES WHATSOEVER. CUSTOMER ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT AS BEING ADEQUATE AND APPROPRIATE FOR ITS PURPOSES. MNJ Software MAKES NO OTHER WARRANTIES, EXPRESS IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY PRODUCT OR SERVICES FURMNJ SoftwareHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. MNJ Software EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF TITLE, INFRINGEMENT, MERCHANTABILITY, CUSTOM, TRADE, QUIET ENJOYMENT, OR ACCURACY OF INFORMATION CONTENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT: (1) MNJ Software MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE CAN ACCURATELY SUPPORT ALL TAX ASSESSMENT METHODOLOGIES; (2) IT IS SOLELY RESPONSIBLE FOR THE CONTENT CALCULATION, AND ACCURACY OF ALL REPORTS AND DOCUMENTS PREPARED IN WHOLE OR IN PART BY USING THE SOFTWARE; (3) USING THE SOFTWARE DOES NOT RELIEVE CUSTOMER OF ANY PROFESSIONAL OR STATUTORY OBLIGATIONS CONCERNING THE PREPARATION AND REVIEW OF SUCH REPORTS AND DOCUMENTS; (4) CUSTOMER CANNOT RELY UPON THE SOFTWARE FOR ANY ADVICE OR**

DOCUMENTS; AND (5) CUSTOMER WILL INDEPENDENTLY VERIFY ANY CALCULATIONS MADE BY USING THE SOFTWARE AND SATISFY ITSELF THAT THOSE CALCULATIONS ARE CORRECT.

5.3 Limitation of Liability **IN NO EVENT WILL MNJ Software BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, DAMAGE TO COMPUTER SYSTEMS, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF MNJ Software HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, MNJ Software WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURMNJ SoftwareHING OF ANY SERVICES. MNJ Software'S LIABILITY UNDER ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE GREATER OF THE FEES PAID BY CUSTOMER FOR THE PRODUCT OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM OR ONE HUNDRED DOLLARS (US $100.00).**

CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEES AND OTHER FEES PAID OR TO BE PAID REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT MNJ Software WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT

5.4 Timing of Claims. No action arising out of any breach or claimed breach of this Agreement or the transactions contemplated by this Agreement may be brought by you more than one (1) year after the cause of action has occurred.

5.5 Effects of Termination. Termination of this Agreement will not affect Sections 3, 4.2, 5, 6, and 7 of this Agreement, each of which will survive termination of this Agreement, regardless of the reason for termination.

6. Confidentiality
6.1 Generally. Each party acknowledges that Confidential Information, as defined below, constitutes valuable trade secrets and each party agrees that it shall use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the other party's Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that is: (i) publicly available through no fault of the receiving party; (ii) obtained by the other party from third parties without restrictions on disclosure; or (iii) required to be disclosed by order of a court or other governmental entity. "Confidential Information" means the Product (including object code and source code provided to you as described above), this Agreement (including its negotiated terms), the Company Proprietary Materials, Customer's financial, employee and customer information and any information that would be considered Confidential Information as provided in Section 7.2 whether in tangible or intangible form, and whether or not stored, compiled or memorized physically, electronically, graphically, photographically or in writing.

6.2 <u>Injunctive Relief</u> In the event of actual or threatened breach of the

provisions of Section 6.1, the non- breaching party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

6.3 <u>Return of Confidential Information</u>. Upon termination of this Agreement or upon request, MNJ Software and Customer agree to immediately return all Confidential Information belonging to the other party, except any Deliverables.

7. **General**

7.1 <u>Governing Law and Venue</u>. The Agreement will be construed and controlled by the laws of the INDIA.

7.2 <u>Dispute Resolution</u>. In the event of a dispute between the Parties under the Agreement, the parties agree that arbitration shall be the sole and exclusive method of determining unresolved controversies or claims between the parties with the exception of claims related to the enforcement of any monetary obligation under the Agreement or claims necessary to protect our intellectual property rights in the On-Demand Service. The arbitrator shall have no power or authority to add to or detract from the agreements of the parties, or to award punitive, consequential, special, indirect or incidental damages. The decision of the arbitrator shall be binding and conclusive on all parties involved, and judgment upon the arbitrator's decision may be entered in any court having competent jurisdiction. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder.

7.3 <u>Assignment</u>. Customer may not assign or transfer the Agreement or its rights and obligations hereunder without the prior written consent of MNJ Software. Any assignment or attempted assignment by Customer without MNJ Software's prior written consent shall be null and void. MNJ Software may assign the Agreement without the consent of Customer and the Agreement shall inure to the benefit of MNJ Software's successors and assigns.

7.4 <u>Independent Contractors</u>. With respect to any Services performed pursuant to the Agreement, each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to the Agreement. Further, neither party, by virtue of the Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.

7.5 <u>Severability</u>. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

7.6 <u>No Waiver</u>. No waiver of any breach of any provision of the Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

7.7 <u>Force Majeure</u>. Neither party shall be liable for any delay or failure due to force majeure and other causes beyond its reasonable control. This provision shall not apply to any of Customer's payment obligations.

7.8 <u>Section Headings</u>. The section headings used in the Agreement are intended for convenience only and will not be deemed to supersede or modify any provisions.

7.10 <u>Notices and Email</u>. Any notice of termination, dispute or other official notice under the Agreement will be sent by Indian mail or by nationally recognized overnight express courier, to the other party's principal. place of business and shall be sent to the attention of the President. Notwithstanding the foregoing, Customer agrees to provide MNJ Software with Customer's e-mail address, to promptly provide MNJ Software with any changes to Customer's e-mail address, and to accept emails (or other electronic communications) from MNJ Software at the e-mail address Customer specifies for all other notices statements, and other communications to Customer.

7.11 <u>Survival</u>. Termination of the Agreement will not affect Sections 1.3, 3, 4, 5, 6, and 7 of these Terms and Conditions, each of which will survive termination of the Agreement, regardless of the reason for termination.

7.12 <u>Entire Agreement</u>. The Agreement, any Invoice, exhibits, Statements of Work or other documents referred to and incorporated herein or therein, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. Any and all prior and contemporaneous communications, both oral and in written form between the parties with respect to the subject matter hereof are superseded hereby and shall have no force or effect. The Agreement will not be modified except by a written agreement signed on behalf of Customer and MNJ Software by their respective duly authorized representatives.

7.13 <u>Counterparts</u>. The Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

7.9 Language. The Agreement has been drafted and executed in the English language, which the parties agree shall control the construction of the Agreement in all respects.