

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is entered into on _____ by and between:

GreenLeaf Analytics Inc., a company organized under the laws of Delaware, with its principal place of business at San Francisco, California ("Licensor")

and

_____, ("Licensee")

1. LICENSE GRANT

1.1. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the software product known as GreenLeaf Analytics Platform (the "Software").

1.2. The license includes the right to:

- a) Install and use the Software on Licensee's computers
- b) Make one copy of the Software for backup purposes
- c) Use the Software for Licensee's internal business purposes only

2. LICENSE FEES

2.1. In consideration for the license granted herein, Licensee shall pay to Licensor:

- Initial License Fee: \$_____ USD
- Annual Maintenance Fee: \$5,000 USD
- Payment Terms: Net 30 days from invoice date

3. TERM AND TERMINATION

3.1. This Agreement shall commence on the Effective Date and continue for a period of 12 months, unless terminated earlier in accordance with this Agreement.

3.2. Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Licensee acknowledges that:

- a) All intellectual property rights in the Software belong to Licensor
- b) This Agreement does not transfer any ownership rights to Licensee

- c) Any modifications or improvements to the Software remain the property of Licensor

5. CONFIDENTIALITY

5.1. Each party agrees to:

- a) Maintain the confidentiality of the other party's Confidential Information
- b) Use such information only for purposes of this Agreement
- c) Protect such information with the same degree of care used to protect its own confidential information

6. WARRANTIES AND DISCLAIMERS

6.1. Licensor warrants that:

- a) It has the right to grant the license under this Agreement
- b) The Software will perform substantially in accordance with its documentation
- c) It will use reasonable efforts to correct any reported defects

6.2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND.

7. LIMITATION OF LIABILITY

7.1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

7.2. LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

8. GENERAL PROVISIONS

8.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

8.2. This Agreement may be amended only by written agreement signed by both parties.

8.3. This Agreement shall be governed by and construed in accordance with the laws of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSOR

Company: GreenLeaf Analytics Inc.

Name: _____

Title: _____

Date: _____

Signature: _____

****LICENSEE****

Company: _____

Name: _____

Title: _____

Date: _____

Signature: _____