

The terms and conditions of the OCP TLM Kit Research License Agreement below apply to OCP-IP's Transaction Layer Model (TLM) kits ("OCP TLM Kits"), excluding any software code provided by GreenSocs, Ltd. contained in the OCP TLM Kits ("GreenSocs Code").

OCP TLM KIT RESEARCH LICENSE AGREEMENT

This OCP TLM Kit Research License Agreement (this "Agreement") is a legally binding agreement between the Company identified in the "License Signup" area below, or if no such Company is identified, the individual identified in the "License Signup" area below ("Licensee") and OCP International Partnership Association, Inc., a California nonprofit mutual benefit corporation ("OCP-IP").

1. **Grant of License.** Subject to the terms and conditions of this Agreement, OCP-IP grants Licensee a nonexclusive, nontransferable, worldwide, royalty-free license to use OCP-IP's OCP TLM Kits ("OCP TLM Kits") for the exclusive purpose of researching and evaluating the OCP TLM Kits for potential application in Licensee's products.
2. **Requirements and Responsibilities of Licensee.** As a condition of exercising the rights granted under Section 1 above, Licensee agrees to comply with the following:
 - (a) All press announcements relative to the execution of this Agreement shall be reviewed and approved by the parties hereto prior to release.
 - (b) Licensee agrees to notify OCP-IP of any inconsistencies or errors in the OCP TLM Kits and accompanying documentation as soon as reasonably practicable.
 - (c) Licensee shall not use the OCP TLM Kits except as expressly permitted in Section 1. Without limiting the foregoing, Licensee shall not use, employ or incorporate the OCP TLM Kits, in part or in whole, in any of Licensee's products unless Licensee shall have first executed a commercial use license with OCP-IP.
 - (d) Licensee shall not modify, create derivative works of, sell, distribute or disclose any OCP TLM Kits.
3. **Title; Ownership.** Except for the rights and licenses granted to Licensee in this Agreement, OCP-IP retains all right, title, ownership and interest in and to the OCP TLM Kits, all intellectual property rights embodied therein, and all subsequent copies, modifications, revisions, upgrades and updates of any of the foregoing, regardless of the form or media in or on which the original and copies thereof may exist. Nothing contained in this Agreement will be construed as conferring upon Licensee or any third party (whether by implication, operation of law, estoppel or otherwise) any right or license not expressly granted by OCP-IP to Licensee under this Agreement.
4. **Maintenance and Service.** There shall be no obligation for OCP-IP to provide to Licensee any products, services, maintenance or support of any kind whatsoever pursuant to this Agreement or otherwise.
5. **Termination.** Licensee may terminate this Agreement at any time by providing written notice to OCP-IP. OCP-IP may terminate this Agreement at any time, without notice, if, in OCP-IP's sole discretion, Licensee has violated or breached any of the terms and conditions of this Agreement. Upon any termination of this Agreement, Licensee shall discontinue and cease all use of the OCP TLM Kits, and destroy or return to OCP-IP all copies of the OCP TLM Kits in Licensee's possession or under Licensee's control.
6. **Assignment.** Licensee may not assign, delegate or otherwise transfer (whether voluntarily, by operation of law or otherwise) this Agreement, or any of its rights and obligations hereunder, without the prior written consent of OCP-IP, and any purported assignment, delegation or other transfer without such consent will have no force or effect. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.
7. **Severability; Waiver.** If any provision of this Agreement is held to be invalid, illegal or otherwise unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, consistent with the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, if Licensee is prohibited by law from fully and specifically complying with Sections 1 or 2 above, this Agreement shall immediately terminate and Licensee shall immediately discontinue any use of the OCP TLM Kits. No failure of OCP-IP to enforce any right under this Agreement will be deemed a waiver of such right or any other right under this Agreement. Any waiver by OCP-IP of any breach of any provision of this Agreement by Licensee will not be deemed to be a waiver of any subsequent breach of such provision or a waiver of any breach of any other provision of this Agreement.
8. **No Warranty.** THE OCP TLM KITS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." OCP-IP DOES NOT MAKE, AND OCP-IP HEREBY DISCLAIMS, ANY WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR

NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE OCP TLM KITS IS WITH LICENSEE. IN THE EVENT ANY OCP TLM KIT IS DEFECTIVE OR NON-PERFORMING IN ANY WAY, LICENSEE ASSUMES THE FULL COST OF ALL NECESSARY SERVICING, REPAIR, CORRECTION OR OTHER COSTS.

9. Limitation of Liability. IN NO EVENT WILL OCP-IP BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR ANY DAMAGES ARISING FROM LOSS OF USE, BUSINESS, REVENUE, PROFITS, DATA OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH INFRINGEMENT CLAIMS BY THIRD PARTIES, THE OCP TLM KITS OR ANY OTHER ASPECT OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OCP-IP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE OCP TLM KITS OR ANY OTHER ASPECTS OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEED FIVE HUNDRED DOLLARS (\$500).

LICENSEE ACKNOWLEDGES THAT OCP-IP HAS ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE LIMITATIONS, DISCLAIMERS AND EXCLUSIONS OF WARRANTIES AND LIABILITIES CONTAINED IN THIS AGREEMENT, AND THAT EACH OF THE FOREGOING PROVISIONS FORMS AN ESSENTIAL AND FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH OCP-IP WOULD NOT HAVE BEEN WILLING TO LICENSE OR OTHERWISE PROVIDE THE OCP TLM KITS TO LICENSEE. LICENSEE AGREES THAT SUCH PROVISIONS WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY.

10. Governing Law and Jurisdiction. This Agreement shall be governed by and enforced in accordance with California law as applied to contracts entered into in California by California residents to be performed entirely within the State of California and exclusive of any law or principle that would apply the law of any other jurisdiction. Except for actions for injunctive or other equitable relief, which may be brought in any court of competent jurisdiction, any action arising out of any dispute between any of the parties to this Agreement shall be brought in either the Superior Court for the County of Santa Clara, California, or the United States District Court for the Northern District of California, and each of the parties hereto hereby submits itself to the jurisdiction of and venue in such courts for purposes of any such action.

11. Compliance with Laws. Licensee will comply with the laws and regulations of the United States and all other relevant jurisdictions in connection with its activities related to the OCP TLM Kits. Without limitation of the foregoing, Licensee acknowledges that certain laws and regulations of the United States and other jurisdictions may pertain to the export and re-export of the OCP TLM Kits, and Licensee will not export or re-export any OCP TLM Kits in any form without the appropriate governmental approvals, or otherwise in violation of any such laws or regulations.

12. Entire Agreement; Amendment. This Agreement will constitute the entire agreement between the parties relating to the subject matter hereof, and expressly supersedes and replaces all prior and contemporaneous agreements, proposals, quotations, negotiations and communications, written or oral, between the parties relating to such subject matter. This Agreement may not be superseded, modified, or amended except in a writing signed by an officer of each party.

The terms and conditions of the GreenSocs License below apply to the GreenSocs Code contained in the OCP TLM Kits:

GREENSOCS LICENSE

Copyright (c) 2009 GreenSocs Ltd

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

PLEASE READ ALL OF THE TERMS ABOVE CAREFULLY.

BY FILLING OUT THIS FORM WITH THE INFORMATION REQUESTED BELOW YOU ACKNOWLEDGE THAT (1) YOU HAVE READ THE OCP TLM KIT RESEARCH LICENSE AGREEMENT AND GREENSOCS LICENSE SET FORTH ABOVE (COLLECTIVELY, "LICENSE AGREEMENTS"), (2) YOU UNDERSTAND THE TERMS AND CONDITIONS OF THIS OCP TLM KIT RESEARCH LICENSE AGREEMENT APPLY TO OCP TLM KITS, EXCLUDING ANY GREENSOCS CODE, AND THE TERMS AND CONDITIONS OF THE GREENSOCS LICENSE APPLY TO ANY GREENSOCS CODE, AND (3) YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENTS. IF YOU ARE AGREEING TO THE LICENSE AGREEMENTS ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND SUCH COMPANY TO THE LICENSE AGREEMENTS. IF YOU DO NOT AGREE (OR THE COMPANY YOU REPRESENT DOES NOT AGREE) TO BE BOUND BY ANY OF THE TERMS AND CONDITIONS OF EITHER LICENSE AGREEMENT, OCP-IP IS UNWILLING TO GRANT YOU (OR THE COMPANY YOU REPRESENT) ANY RIGHTS TO USE THE OCP TLM KITS AND YOU (AND THE COMPANY YOU REPRESENT) MUST NOT DOWNLOAD OR USE IN ANY WAY USE ANY OCP TLM KITS AND YOU SHOULD NOT CLICK ON THE "ACCEPT" BUTTON.

First Name	_____
Last Name	_____
E-mail Address	_____
Company	_____
Title	_____
Address	_____
Phone	_____
City / Town	_____
State or Province	_____
Zip	_____
Country	_____