



Customer Agreement for the Purchase of Software Application Through The Internet

PLEASE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "I ACCEPT/AGREE" BUTTON AT THE BOTTOM OF THIS WEB PAGE. ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. YOU MAY NOT PURCHASE THE SOFTWARE APPLICATION OR PRINTED MATERIALS UNLESS YOU ACCEPT THE TERMS OF THIS LICENSE.

YOU MAY PRINT THE WEB PAGE CONTAINING THIS LICENSE OR SAVE IT AS A FILE ON YOUR COMPUTER. A TRUNCATED VERSION OF THIS LICENSE IS INCLUDED AS A "README" FILE IN THE DOWNLOADABLE FILE CONTAINING THE PURCHASED SOFTWARE. THE LICENSE INCLUDED WITH THIS SOFTWARE PACKAGE IS SUBSTANTIVELY IDENTICAL TO THIS LICENSE.

This Agreement is between you, the Customer ("Customer") and Green Tea Software ("GTS"). GTS agrees to provide Customer with a software file taking the form of a compressed or uncompressed file or files containing the software application "Looper Construction Kit for Kyma™" and a copy of this License ("Software Product"). Customer agrees to pay the Purchase Price to GTS according to the terms of this Agreement.

1. Definitions.

1.1 "GTS Web site" means the Web site located at the URL <http://www.greenteasoftware.com>.

1.2 "GTS Information Entry Page" means the Web page that Customer is required to complete and which is uploaded from Customer's computer to GTS as is required by GTS for Customer to accept this Agreement.

1.3 "GTS Download Page" means the Web page that shall be downloaded to customer's computer after Customer has properly submitted the required information on the GTS Information Entry Page to GTS. The GTS Download Page shall grant Customer the ability to download the Software Product using the file transfer protocol ("FTP") or equivalent.

1.4 "Software Product" means the uncompressed or compressed full application, which includes the full application "Looper Construction Kit for Kyma™," a copy of this License, printed materials (if any) and manuals, and various documentation files.

1.5 "Acceptance" means that Customer has accepted the terms of this Agreement and has manifested said acceptance by clicking on the "I Accept/Agree" button at the bottom of this Agreement.

1.6 "Purchase Price" is the payment which has been enumerated in the GTS Web site from time to time and which is associated with this Agreement and which Customer agrees to pay to GTS for the Software Product.

2. GTS's Duties.

2.1 *Privacy of Customer's Information.* GTS shall not disclose to third parties any personal information which Customer forwards to GTS through the Information Entry Page except to the extent required by law or by contract. The information which Customer forwards to GTS through

the use of the Information Entry Page shall be used solely by GTS for the purposes of technical support, billing, advertising, for notifying Customer of any future information pertaining to the Software Product, such as upgrade information.

2.2 Provision of Software Product. GTS shall provide the Software Product to Customer after Customer has (1) properly filled out all information on the GTS Information Entry Page, (2) indicated Acceptance of this Agreement, and (3) GTS has confirmed receipt of payment. If Customer has selected Internet distribution, GTS shall provide the Software Product by allowing Customer to download the Software Product from the GTS Download Page after Customer has properly accessed the GTS Download Page and uploaded the required information. If Customer has selected postal distribution, GTS shall provide the Software Product by shipping the Software Product to Customer after Customer has properly uploaded the required information.

2.3 Failed Download of Software Product. GTS recognizes that Customer may fail to properly download the Software Product. GTS shall grant Customer access to the GTS Download Page for a period of twenty-four (24) hours after Acceptance of this Agreement so that Customer may attempt subsequent downloads during this time. Customer need only provide the e-mail address and license number when prompted to access the GTS Download Page during this twenty-four hour period. Customer may access the GTS Download Page in this manner by following the link on the GTS Web site. GTS shall, in the event that Customer is unable to properly download the Software Product during the twenty-four hour period, mail a copy of the Software Product to Customer after receiving notice from the Customer via phone or e-mail. In this event, Customer agrees to pay postal shipping and handling charges to GTS as enumerated on the GTS Web site from time to time.

3. Customer's Duties.

3.1 Payment. Customer agrees to pay GTS the Purchase Price.

3.2 Information Entry Page. Customer shall enter and forward to GTS truthful and factually accurate information on the Information Entry Page. Customer shall provide a check made out to Green Tea Software, or credit card information on the Information Entry Page, or other mutually acceptable payment mechanism for the Purchase Price.

3.3 Intellectual Property Ownership. Customer recognizes that the entire Software Product is GTS's copyrighted and trademarked intellectual property. Customer recognizes that GTS makes no claim to Kyma™ or associated intellectual property.

4. License. GTS GRANTS TO CUSTOMER A NON-EXCLUSIVE LICENSE TO USE THE SOFTWARE PRODUCT AS PROVIDED IN THIS LICENSE. THE SOFTWARE PRODUCT IS LICENSED BY GTS TO CUSTOMER FOR CUSTOMER'S USE ONLY ACCORDING TO THE TERMS OF THIS AGREEMENT.

4.1 Use of Software Product. Customer may install and use the Software Product on no more than one computer at a time. Customer is granted the right to make one (1) copy of the Software Product for backup or archival purposes.

4.2 Term of License. This License Agreement is effective until terminated by GTS. Customer may terminate this License Agreement by permanently deleting the Software Product, and any backup or archival copies, from the computer(s) on which they are stored.

4.3 Restrictions. Customer may transfer the Software Product to another person entity or person so long as said entity or person agrees to the terms of this Agreement and Customer does not retain any copies of the Software Product. Customer may not lease or rent the Software Product. Customer may not modify, reverse engineer, decompile, disassemble or create derivative works from the Software Product.

4.4 *Severability*. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law.

5. *Copyright*. The Software Product is copyrighted material owned by GTS and is protected by United States copyright law. Customer may not copy or otherwise reproduce any part of the Software Product with the exceptions specified in Paragraph 4.1. Customer may physically transfer the software electronically over a network but may not distribute the Software Product to others, with the exception enumerated in Paragraph 4.3.

6. *GTS Information Entry Page*. The GTS Information Page shall require Customer to enter Customer's full name, address, phone number, email address, and where appropriate, bank checking account or credit card information. The GTS Information Page shall also ask Customer to provide voluntary information which GTS shall use only according to the terms of Paragraph 2.1.

7. *Choice Of Law*. This Agreement shall be construed and controlled by the laws of the State of Indiana. Any dispute concerning or breach of the terms of this Agreement will be governed by the laws of the State of Indiana.

8. *Indemnification*. GTS shall not undertake to resolve any disputes or litigation on Customer's behalf involving use of the services described herein, and Customer agrees that it shall indemnify, hold GTS harmless and defend GTS against any disputes involving use of the Software Product.

9. *Disclaimers*. The services and products provided by GTS are provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF THE COMPUTER PROGRAM, FITNESS FOR LICENSEE'S PURPOSE OR SYSTEM INTEGRATION; INFORMATIONAL CONTENT OR ACCURACY; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. CUSTOMER AGREES THAT ANY EFFORTS BY GTS TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY GTS WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. CUSTOMER FURTHER AGREES THAT GTS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF GTS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Customer. In such jurisdictions, GTS's liability is limited to the greatest extent permitted by law.

10. *Entire Agreement*. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

11. *Knowing Consent and Authority to Consent*. The parties knowingly and expressly consent to the foregoing terms and conditions. Each party is authorized to enter into this Agreement on behalf of its respective party.

THE "I ACCEPT/AGREE" BUTTON FOLLOWS. THIS BUTTON OR LINK SHALL THEN UPLOAD THE REQUIRED INFORMATION AND THE INFORMATION ENTRY PAGE TO GTS'S COMPUTER