

GREEN DATA EXCHANGE SERVICE AGREEMENT

This agreement sets out the legally binding terms of your use of the Green Data Exchange (“GDX”) web site located at gdx.qpointtech.com (hereinafter referred to as the “Site” or “Service”) or any other web sites owned by Q Point Technology (hereinafter referred to as “Q Point”), and may be modified by Q Point from time to time, such modifications to be effective upon posting of the modified agreement. By accessing or using the Site, you agree that you have read and understand this agreement and all of its contents (hereinafter referred to as this “Agreement”), intend this Agreement to be the legal equivalent of a signed, written contract and equally binding, and that you will be subject to all of the terms and conditions set forth herein. You agree to review the Agreement periodically to be aware of any such modifications, additions, deletions or other changes, and your continued access and/or use of the Site shall be deemed your acceptance of the modified agreement.

1.0 Intellectual Property

Q Point solely and exclusively owns all intellectual property and other rights, title and interest in and to the GDX service and the Site, including, but not limited to, the Q Point and GDX name, logo(s), trademarks, the look and feel of the Site, all marketing and other business materials, and Q Point authored part information (hereinafter referred to as the “Q Point Property”), except as expressly provided for in this Agreement.

Any unauthorized use of Q Point Property may violate United States federal copyright laws, patent laws, moral rights laws, trade secret laws, confidential information laws, trademark laws, unfair competition laws or other similar rights.

2.0 License

Q Point grants you a limited, nontransferable, nonexclusive, revocable license to access and use the Service and view, export, print, and save the content as described and limited in this Agreement. You hereby agree to access and use the Service for its intended purposes, subject to your compliance with this Agreement, and are hereby prohibited from utilizing the Service for any other purpose or to alter the content and/or Service in any way, including, but not limited to, removing or deleting any proprietary rights notices. This license does not include the right to collect or use information contained on the Site or through the Service for purposes prohibited by Q Point, to compete with Q Point, create derivative works based on any and all content obtained through the Service. In addition, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, transfer any content, information, documents, graphics or other materials or content obtained through your use of the Service, in whole or in part, for commercial or non-commercial purposes. By using the Service, you acknowledge and agree that portions of the content is provided to you by third-party licensors, and you hereby agree to adhere to and comply with any such third-party's license(s) and to refrain from violating any such licensor's intellectual property rights. If you use the service in a manner that exceeds the scope of this license or breaches this Agreement, Q Point may revoke the license granted to you.

3.0 End User Obligations

By accessing, using and/or registering for the Service, you agree to: a) provide true, accurate, complete and current user information as requested by Q Point at any time; b) promptly and regularly update your user information to maintain its accuracy and completeness; c) provide for your own access to the Internet and pay any fees or costs relative to such access that is required to access the Service; d) provide all necessary equipment and/or materials necessary for you to make such connection to the Internet in order to access, use and/or register for the Service. By providing any user information that is untrue, inaccurate, incomplete and/or not current, Q Point reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service, in whole or in part, by you. On occasion, we may ask you to sign an affidavit verifying the fact that your user information and/or part declarations are accurate.

4.0 End User Privacy

Q Point will not monitor, edit, review or disclose the contents of any GDX workspace without End User's prior permission, unless: a) as required by law; b) in compliance with legal authorities or during any legal proceeding; c) to enforce this Agreement; d) to respond to any good faith belief or claim that any of its contents violates the rights or interests of any third party or violates this Agreement; and/or e) to protect the rights and/or property of Q Point, its licensors or any other third party. As an End User, you acknowledge and agree that sharing of your GDX workspace content with other users is a feature of the Service, and you are responsible for setting and maintaining the proper sharing controls.

5.0 End User Conduct

By accessing and/or using the Service, you hereby represent and warrant that you will not utilize the Service for any purpose that is unlawful and/or prohibited by the terms and conditions in this Agreement. The Service provided by Q Point makes use of the Internet to compose and share part information; therefore, each End User's conduct is subject to Internet law, regulations, policies and procedures. By utilizing the Service, you shall not engage in unlawful or unethical activities through your use of the Service, including, but not limited to: a) unsolicited offers; b) defamation, libel, slander, abuse, harassment, stalking, embarrassment, threatening acts or otherwise violate the legal rights of any third party; c) publish and/or distribute inappropriate, profane, vulgar, defamatory, infringing, obscene, adult-oriented, pornographic, tortuous, indecent, unlawful, immoral or otherwise objectionable material; d) harm minors in any way, form or manner; e) harvest or collect any information about any third party, including, but not limited to, e-mail addresses, without consent of such third party; f) record conversations or communications between or among any other third parties without the consent of such third parties; g) create false identities for the purpose of misleading any third party as to the identity of the author of content; h) transmit or upload any content or materials that contain viruses, trojan horses, worms, bots or any other harmful or destructive programs; i) transmit or upload any content or materials that contain software or other content that is protected by Intellectual Property Rights, including, but not limited to, copyright, trademark and patent rights, rights of privacy or publicity, or any other applicable law, unless you are the owner of such rights thereto or have received all

necessary consents by the respective owners of such rights; j) transmit or upload any content or material that would encourage conduct that could constitute a criminal offense, civil liability or otherwise violate any applicable local, state, federal or international law, regulation or policy; k) interfere with, disrupt or manipulate the Service, its networks or servers, or violate the regulations, policies and procedures of such networks and servers; l) successfully gain or attempt to gain unlawful and/or unauthorized access to the Service and/or accounts, systems and networks connected to the Service by password mining or other unauthorized means; m) violate any applicable laws, policies or regulations, including, but not limited to, laws relative to the transmission of data or software exported from the United States of America through the Service and/or any other applicable local, state, federal and international law and regulation; n) interfere with any individual, entity, or any other third party's use and enjoyment of the Service; o) use the Service to advertise and/or promote any illegal activities; p) use the Service for illegal purposes; q) engage in any other conduct, activity or behavior that, in Q Point's sole and exclusive discretion, is considered unauthorized, illegal, immoral or objectionable.

6.0 End User Accounts and Security

As an End User of the Service, you will receive an end user account and password to access said account. You are solely responsible for maintaining the confidentiality and security of your account and password. You are solely responsible for any and all activity that occurs within your end user account while using the Service, including, but not limited to, the content in your account and sharing of information. You may modify or change your password at your sole discretion, at any time, by following the instructions located on the Q Point web site. You expressly agree to promptly notify Q Point of any unauthorized use of your account or any other breach of security.

7.0 Suggestions

Q Point will not accept, review or consider any suggestions, ideas, notes, drawings, diagrams, concepts or other information (hereinafter referred to as "Suggestions") from any End User or other third party, other than those it has specifically and expressly solicited, and Q Point therefore requests that any End User or other third party refrain from sending any such Suggestions to Q Point. If any End User or other third party elects to send any suggestion, idea, note, drawing, diagram, concept or other information, any such Suggestions shall be deemed the property of Q Point. End User hereby assigns and transfers all Intellectual Property Rights in and to the Suggestions to Q Point, and End User further agrees to reasonably and promptly effectuate the assignment described herein by executing all applicable instruments and documents now or hereafter requested by Q Point which are necessary to effectuate the assignment, as well as perform any other reasonable act deemed necessary by Q Point to fully transfer ownership of the Suggestions to Q Point to the fullest extent possible. During any such transfer of ownership of Information from End User to Q Point, Q Point is not responsible or liable to provide compensation to End User in any way, form or manner for the transfer or assignment of Intellectual Property Rights in and to the Suggestions, nor is Q Point subject to any confidentiality policies on behalf of the End

User regarding the Suggestions and, therefore, shall not be liable or owe any compensation to End User for any use and/or disclosure of the Suggestions.

8.0 User-Submitted Content

You, as End User, have the sole and exclusive responsibility for any content, data, text, software, video, photographs, graphics, messages, files or other material that is transmitted, posted or otherwise distributed by you through the Service (hereinafter referred to as "End User Content"), including, but not limited to, the contents of your GDX workspace, information posted by you on the GDX Site or through the Service. As such, you assume sole liability for all End User Materials posted by you, whether publicly or privately posted and/or transmitted. Q Point is not responsible and holds no liability relative to monitoring the End User Content provided through the Service, and does not warrant, guarantee or represent, in any way, the accuracy, quality and/or integrity of the End User Materials.

Q Point does not claim ownership of the End User Content. By submitting Content to GDX, you grant Q Point and its successors and assignees, a worldwide, royalty-free, and nonexclusive license under your copyrights and other intellectual property rights, if any, in all material and content displayed in GDX to use, distribute, display, reproduce, and create derivative works from such material in any and all media and display in any manner and on any Q Point property the results of search queries and comparisons conducted on GDX. You also grant Q Point the right to maintain such content on Q Point 's servers and to authorize the downloading and printing of such material, or any portion thereof, by end users.

You acknowledge that Q Point does not prescreen End User Content, but that Q Point and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any End User Content that is available via the Service. Without limiting the foregoing, Q Point and its designees shall have the right to remove any End User Content that violates these Terms, including any applicable Q Point policies, is illegal, or is otherwise objectionable as determined in Q Point 's sole discretion.

You agree that you must evaluate, and bear all risks associated with, the use of any End User Content, including any reliance on the accuracy, completeness, or usefulness of such End User Content. By utilizing the Service, you acknowledge that you may be exposed to End User Content or other materials submitted by third parties or other users that may be inaccurate, incomplete, or otherwise objectionable, and that Q Point is held harmless from any liability resulting or arising out of same. Likewise, Q Point shall not be held liable for any errors or omissions in any End User Content or for any loss or damage incurred as a result of the use of any content transmitted through the Service.

9.0 Use of Service and Storage Limitations

Q Point may, at its sole discretion, establish and enforce general practices, policies and limitations with regard to your use of the Service, including, but not limited to: a) the maximum amount of time that End User Content will be stored by the Service; b) the maximum number of electronic messages that may be sent or received by your account through the Service; c) the maximum size of any electronic messages that may be sent

or received by your account through the Service; d) the maximum disk and/or server space that will be allotted to you on Q Point 's servers for your use of the Service; and/or e) the maximum number of instances and duration which you may access the Service in a given period of time. The amount of storage on Q Point 's server allotted to you for your use of the Service is limited; however, additional storage space may be available to you upon payment of additional fees. Q Point shall not be held liable for the deletion of End User Content. Q Point reserves the right to log off the account of any end user which has been inactive for an extended period of time, at the sole discretion of Q Point. Q Point further reserves the right to modify, add to or otherwise change these practices, policies and limitations at any time, with or without notice to you, at its sole discretion.

Q Point reserves the right to establish limitations on the extent of any support provided for the Service, and the hours at which it is available.

Q Point shall use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Q Point shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Service only in accordance with applicable laws and government regulations.

10.0 Fees and Payment

You shall pay all fees specified in all order forms and/or statements of work hereunder (hereinafter referred to as "Order Form"). Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number and level of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

You will provide Q Point with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Q Point. If you provide credit card information to Q Point, You authorize Q Point to charge such credit card for all services listed in the Order Form for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Q Point will invoice you in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Q Point and notifying Q Point of any changes to such information.

If any amount owed by you under this or any other agreement for the Service is 30 or more days overdue (or 10 or more days overdue in the case of amounts you have authorized Us to charge to your credit card), Q Point may, without limiting Q Point's

other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Service until such amounts are paid in full. Q Point will give you at least 7 days prior notice that your account is overdue

11.0 Termination

As End User of the Service, if you disagree and/or are dissatisfied with the Service, in whole or in part, or with any provision of this Agreement, in whole or in part, or any subsequent modifications thereto, it is your sole and exclusive obligation and remedy to terminate your End User account, for any reason and at any time. To terminate your account, you must immediately discontinue your use of the Service, notify Q Point of your intention to terminate your End User account, and destroy all content and materials obtained through your use of the Service, all related documentation and any originals or copies of same. Upon execution of the termination process, you must cease all use of the Service immediately, and any license granted to you by Q Point to use the Service will be revoked. Termination of this Agreement and your End User account to use the Service shall not have any effect on your obligations to Q Point under any other agreement or policy relating to the Q Point Service. Upon termination of your End User account, Q Point shall not be liable, in any way, to you or any third party for termination of your use of the Service. Q Point reserves the right to immediately terminate your End User account and your access to the Service for any violation of the terms and conditions set forth in this Agreement, with or without prior notice to you, for any reason in Q Point's sole and exclusive discretion. Upon termination of your End User account and your access to the Service, you must destroy all content and materials obtained through your use of the Service, all related documentation and any originals or copies of same. Upon termination of your End User account by Q Point, Q Point reserves the right to immediately delete all information in your End User account and prohibit any and all further access to your account and/or your use of the Service.

12.0 Cancellation Policy

You may cancel your account at any time. Your subscription fee is prepaid so we simply require that you cancel prior to your renewal date or you will be charged your subscription renewal fee. We do not prorate or refund our service. To cancel your account, notify Q Point by calling customer support or sending written notice. You will receive a cancellation confirmation notice which includes your Cancellation confirmation number. Your account will remain accessible and active up until the day before your renewal date.

13.0 Disclaimer of Warranties

You expressly agree that use of the Service is at your sole risk. The Service is provided by Q Point on an "as is" and "as available" basis. Q Point expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Q Point makes no warranties that the Service will meet your requirements and/or be uninterrupted, timely, secure or error-free, nor does Q Point make any warranty as to the accuracy or reliability of any information obtained and/or downloaded

through the use of the Service or that defects in the system and software will be corrected. Q Point makes no warranty regarding any goods or services purchased or downloaded through the use of the Service or any third-party links or any information obtained or transactions entered into through the use of the Service. No advice or information, whether oral or written, obtained by you from Q Point shall create a warranty not expressly stated herein. Furthermore, Q Point makes no warranties concerning the suitability of the content provided through the Service for any purpose.

14.0 Disclaimer of Liability

Q Point shall not be liable for any damages whatsoever, whether direct, indirect, punitive, incidental, special or consequential, arising out of or in any way connected to the use of the Service or with the delay or inability to use the Service, or for any information, products and services obtained through use of the Service, or otherwise arising out of the utilization of the Service, whether based in contract, tort, strict liability or otherwise, even if Q Point has been advised of the possibility of said damages. Furthermore, Q Point shall not be liable for any damages arising from the interruption, suspension or termination of the Service, including, but not limited to, direct, indirect, incidental, special, consequential or exemplary damages, whether or not such interruption, suspension or termination was justified, negligent or intentional.

15.0 Modifications

Q Point reserves the right to modify and/or discontinue the Service, whether temporarily or permanently, with or without notice to the users, and Q Point shall not be liable to you or any third party for any such modification and/or discontinuance of the Service. Q Point further reserves the right to make revisions, modifications, additions, deletions or any such changes to this Agreement at its sole discretion, at any time, with or without notice to its users.

16.0 Indemnification

You agree to indemnify and hold Q Point, subsidiaries, affiliates, officers, agents, representatives, successors, members, principals and other partners and employees harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Site or services set forth in this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations, obligations and warranties set forth above. Q Point reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not, in any event, settle any matter without the written consent of Q Point.

17.0 Jurisdiction

If there is any dispute about or involving the Service provided by Q Point, by using the Service, you agree that the dispute will be governed by the laws of the State of Delaware without regard to its conflict of law provisions. You agree to personal jurisdiction by an arbitrator or mediator and the federal courts of the State of Delaware. Any controversy or claim arising out of or relating to this Agreement, or the breach

thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial (or other) Arbitration Rules (including the Emergency Interim Relief Procedures), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

18.0 Severability

If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision(s) or part thereof shall be stricken from this Agreement, and such provision(s) shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

19.0 Entire Agreement

This Agreement represents the entire agreement between you and Q Point with respect to your use of the Service, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Q Point with respect to your use of the Service.