

SERVICES AGREEMENT**Date:**

This agreement sets forth the terms and conditions whereby **Grey Jean Technologies LLC** ("**Grey Jean**") agrees to provide certain services (as described on Schedule 2 attached) to the Client, whose details are set out in the attached Schedule 1 (the "**Client**").

1. SERVICES

- 1.1. The Client hereby engages Grey Jean, and Grey Jean hereby accepts such engagement, to provide certain services set out in Schedule 2 (the "**Services**") to the Client on the terms and conditions contained in this agreement. The term of this agreement shall commence on the date set forth above and shall continue for a minimum period of _____ months and shall be automatically renewed thereafter for successive _____ month periods (each a "**Contract Period**") until terminated pursuant to Section 8.
- 1.2. The Client shall pay to Grey Jean the fees in the amounts and manner set out in the attached Fees Schedule (the "**Fees**") as provided by Grey Jean to the Client.
- 1.3. Other than as set out in Section 1.1, this agreement shall not be construed to create any association, partnership, joint venture or employee relationship between Grey Jean and the Client for any purpose. Neither party shall have authority (and neither party shall hold itself out as having authority) to bind the other party.

2. DATA SET

- 2.1. The Client shall provide Grey Jean with such necessary documents, data and assistance relating to the Client's trade data as agreed between Grey Jean and the Client (the "**Data Set**") in order to enable Grey Jean to provide the Services on the terms of the agreement.
- 2.2. Grey Jean agrees to (a) use or disclose the Data Set only as permitted by this agreement or as required by law; (b) use all necessary and appropriate safeguards to prevent disclosure of the Data Set other than as permitted by this agreement or as required by law; (c) report to the Client any disclosure of the Data Set of which it becomes aware that is not permitted by this agreement or required by law; and (d) require any of its subcontractors or agents that receive or have access to the Data Set to agree to the same restrictions and conditions on the use and/or disclosure of the Data Set that apply to Grey Jean under this agreement. The Client agrees that the delivery of the Data Set to Grey Jean under this Section constitutes a non-exclusive, royalty-free, perpetual, irrevocable, and fully transferable and sub-licensable right for Grey Jean to use the Data Set. The term "**use**" of the Data Set in this Section 2.2 shall include the right to reproduce, distribute, perform and any other act or practice including, without limitation, masking, aggregation, accumulation, compilation, disassembly, reassembly, modification, creation and disclosure of derivative products from the Data Set and/or any other act, together with the use of other data sets and/or other data or information gathered or obtained by Grey Jean, which are necessary or incidental in order to provide the Services. A non-limiting example of such "use" is Grey Jean's aggregation of the Data Set, together with similar data from other Grey Jean clients, in a non-attributable manner, to create a database of non-client specific information to be used in providing the Services to Client and other Grey Jean clients (the "**Grey Jean Derivative Product**"), including disclosure of the same or Grey Jean's analysis based thereon.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. Grey Jean confirms and acknowledges that the Client shall remain the sole and exclusive owner of all rights, titles and interests throughout the world in and to the Data Set including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "**Client Intellectual Property Rights**") therein.
- 3.2. The Client confirms and acknowledges that Grey Jean is and shall be, the sole and exclusive owner of all rights, titles and interests throughout the world in and to all Grey Jean Derivative Product and any other ideas, works of authorship, proprietary information and marks, including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "**Grey Jean Intellectual Property Rights**") owned by Grey Jean prior to or created by Grey Jean in the course of providing the Services.

4. RESTRICTIONS

The Client agrees (a) not to disclose the origins or contents of the Grey Jean Report (as defined in Schedule 2) or any part of the Services to any third party (whether an individual, corporation, or other entity) without the prior written consent of Grey Jean and shall refrain from disclosure of the origins or contents of the Grey Jean Report and any part of the Services except to its directors, officers, partners, members and/or employees having a need to know; (b) not to use the Services for any illegal purpose, and to use the Service only for its own use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity; (c) not to use, transfer, distribute, or dispose of any information contained in the Service in any manner that could compete with the business of Grey Jean; (d) not to recirculate, redistribute or publish the Grey Jean Report or any other analysis and presentation included in the Service without Grey Jean's prior written consent; (e) not to reverse engineer, decompile or otherwise analyze the Grey Jean Report or the Services for the purpose of replicating Grey Jean's procedures, techniques, data sets or methodologies for internal or external use or sale; and (f) not to offer any part of the Service for sale or distribute it over any medium including but not limited to over-the-air television or radio broadcast, a computer network or hyperlink framing on the internet without the prior written consent of Grey Jean. Client further agrees that modification of any Grey Jean Report or a Service's content would be a violation of the copyrights and other proprietary rights of Grey Jean for which Grey Jean shall be entitled to injunctive and other legal remedies.

5. CONFIDENTIALITY

- 5.1. Grey Jean acknowledges that it may have access to information that is treated as confidential and proprietary by the Client, including, without limitation, the Data Set, any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, and marketing, marketing, finances, sourcing, personnel or operations of the Client, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the “**Client Confidential Information**”). Subject to the use rights in the Data Set granted in Section 2.2 above, Grey Jean agrees to treat all Client Confidential Information as strictly confidential, not to disclose Client Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Client in each instance, and not to use any Client Confidential Information for any purpose except as required in the performance of the Services. Grey Jean shall notify the Client immediately in the event it becomes aware of any loss or disclosure of any Client Confidential Information.
- 5.2. The Client acknowledges that it may have access to information that is treated as confidential and proprietary by Grey Jean, including, without limitation, the Grey Jean Report, the Services, any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, and marketing, marketing, finances, sourcing, personnel or operations of Grey Jean, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the “**Grey Jean Confidential Information**”). The Client agrees to treat all Grey Jean Confidential Information as strictly confidential, not to disclose Grey Jean Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Grey Jean in each instance. The Client shall notify Grey Jean immediately in the event it becomes aware of any loss or disclosure of any Grey Jean Confidential Information.
- 5.3. Client Confidential Information and Grey Jean Confidential Information shall not include information that (a) is or becomes generally available to the public other than through a breach of this agreement; (b) is communicated by a third party that had no confidentiality obligations with respect to such information; or (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that the disclosing party had given the other party prior notice of such disclosure and an opportunity to contest such disclosure.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. Grey Jean represents and warrants to the Client that (a) it has the right to enter into this agreement, to grant the rights granted herein and to perform fully all of its obligations in this agreement; (b) entering into this agreement with the Client and Grey Jean’s provision of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Grey Jean is subject; (c) Grey Jean shall provide the Services in compliance with all applicable federal, state and local laws and regulations; and (d) the execution of this agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.
- 6.2. The Client hereby represents and warrants to Grey Jean that (a) it has the full right, power and authority to enter into this agreement and to perform its obligations hereunder; (b) entering into this agreement with Grey Jean and the Client’s performance of its obligations under this agreement do not and will not conflict with or result in any breach or default under any other agreement to which the Client is subject; (c) the execution of this agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action; and (d) the Client’s Data Set shall contain substantially complete, true and accurate information, and shall not contain deliberately misleading information.
- 6.3. Grey Jean warrants that it will render the Services with reasonable skill and care. This warranty will be effective for a period beginning on the date on which Client receives an Grey Jean Report and ending ninety (90) days thereafter (the “Warranty Period”). If Client notifies Grey Jean within the Warranty Period of a breach of the foregoing warranty, Grey Jean will re-perform such Services in compliance with the warranty. If, despite its reasonable efforts, Grey Jean is unable to provide Client with Services in compliance with the warranty, then, subject to the other limitations of this agreement, Client may pursue its remedy at law for recover direct damages resulting from the breach. These remedies are exclusive and are in lieu of all other remedies and Grey Jean’s sole obligation for breach of warranty.
- 6.4. The limited warranty in Section 6.3 is made to Client exclusively and is in lieu of all other warranties. Grey Jean makes no other warranties whatsoever, express or implied, with regard to any services. Grey Jean explicitly disclaims all warranties on non-infringement, merchantability and of fitness for a particular purpose. Grey Jean does not provide any legal, tax or financial advice and nothing in this agreement shall be construed as such. The parties have agreed that the limitations specified in Sections 6 and 12 will survive and apply even if any remedy specified in this agreement is found to have failed of its essential purpose regardless of whether the Client had accepted any Services under this agreement.

7. INDEMNIFICATION

The Client agrees, at its own expense, to indemnify, defend and hold harmless Grey Jean, its suppliers, agents, directors, partners, officers, employees, representatives, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys’ and experts’ fees, arising out of or in connection with Client’s use or misuse of the Service and any links to third party websites, data services or software downloads provided in connection with a Service, including, but not limited to: (a) any misrepresentation or breach of representation, covenant, agreement or warranty contained herein by Client or any employee or agent under its control; (b) Client’s or its employee’s or agent’s violation of any rules or restrictions imposed by Grey Jean with respect to access to any Grey Jean information systems or electronic data storage and transmission systems (including websites or “cloud” data storage) ; (c) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by Client or any employee or agent under its control, (whether using Client’s information system or Services user account or otherwise); (d) a claim that any use of the Service by it or an employee or agent under its control infringes any intellectual property right of any third party, or

any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; or (e) any of the foregoing resulting from a third party using Client's user account with an Grey Jean information technology system, whether or not authorized. The Client agrees to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. Grey Jean reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client, in which event it will fully cooperate with Client in asserting any available defense. The Client acknowledges and agrees to pay Grey Jean's reasonable attorneys' fees incurred in connection with any and all lawsuits brought against it by Grey Jean under this agreement and any other terms and conditions of service on this site, including without limitation, lawsuits arising from its failure to indemnify Grey Jean pursuant to this agreement.

8. TERMINATION

8.1. Either party may provide notice to the other in writing that it will not renew this agreement, such notice to be received no later than 90 days prior to the end of a Contract Period, whereupon this agreement shall expire at the end of the then current Contract Period. Otherwise, this agreement shall automatically be renewed for an additional Contract Period.

8.2. Each party may terminate this agreement, effective upon written notice to the other party, in the event that the other party materially breaches this agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within fourteen (14) days after receipt of written notice of such breach.

8.3. Upon expiration or termination of this agreement for any reason, or at any other time upon the Client's written request, Grey Jean shall (a) deliver to the Client all outstanding deliverables (including Grey Jean Reports) within the scope of Services for which Client has already made payment in full; and (b) permanently erase all of the Client's Data Set from its computer systems, it being acknowledged by the Client that all historical Data Sets contributed by the Client and incorporated in the Grey Jean Derivative Product shall not be extracted or deleted.

9. NON-SOLICITATION

Each party agrees that during the term of this agreement and for a period of twelve months following the termination or expiration of this agreement, it shall not make any solicitation to employ the other party's personnel without written consent of the other party to be given or withheld in its sole discretion. For the purposes of this Section 9, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section 9.

10. ASSIGNMENT

Grey Jean shall not assign any rights, or delegate or subcontract any obligations, under this agreement without the Client's prior written consent, save that the Services may be provided by any of Grey Jean's subsidiary or affiliated companies and Grey Jean shall have the right to freely assign its rights and obligations in connection with a transfer, sale or reorganization of Grey Jean's business (whether by asset sale, equity transfer, assignment or operation of law). Any assignment in violation of the foregoing shall be deemed null and void. The Client may freely assign its rights and obligations under this agreement at any time to any of its subsidiary or affiliated companies. Subject to the limits on assignment stated above, this agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

11. FORCE MAJEURE

Grey Jean's obligations under this agreement shall be suspended and such suspension shall not amount to a breach of this agreement, and Grey Jean shall not be liable in damages nor shall the right of termination in Section 8 apply, for any delay or default in performing the Services hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections and/or any other cause beyond Grey Jean's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors and carriers.

12. LIMITATIONS OF LIABILITY

12.1. The total liability of Grey Jean, its affiliates and contractors in connection with the Services, or any other matter relating to this service Agreement (whatever the basis for the cause of action) shall not exceed the fees actually paid to Grey Jean for the Services giving rise to the liability.

12.2. In no event shall Grey Jean, its affiliates or contractors be liable for any special, incidental, indirect or consequential damages or damages for lost profits, whether based on breach of contract, tort (including negligence) product liability or otherwise regardless of whether Grey Jean has been advised of the possibility of such damages.

13. MISCELLANEOUS

13.1. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed:

(a) to Grey Jean at:

(b) to the Client at the address and with the authorized persons set out in Schedule 1,

(or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only if (i) the receiving party has received the Notice and (ii) the party giving the Notice has complied with the requirements of this Section.

- 13.2. This agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 13.3. This agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this agreement or, in the case of waiver, by the party or parties waiving compliance.
- 13.4. This agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the non-exclusive jurisdiction and venue of the federal and state courts located in the State of New York in any legal suit, action or proceeding arising out of or based upon this agreement or the Services provided hereunder.
- 13.5. If any term or provision of this agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13.6. This agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

SCHEDULE 1
Details of the Client

Name of Organization:

Address:

Authorized contact persons:

Name:

Title:

Telephone:

Email address:

Name:

Title:

Telephone:

Email address:

SCHEDULE 2
Services

1. **The Services**
GNY data Diagnostic Services

IN WITNESS WHEREOF, each of the undersigned has caused this agreement to be duly executed in its name and on its behalf.

Grey Jean Technologies LLC

THE CLIENT

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: _____