**NON-EXCLUSIVE ENTERPRISE SOFTWARE
LICENSE AGREEMENT**

This is a legal agreement between [[COMPANY NAME]] (“you”), a [[STATE]] corporation with business offices at [[ADDRESS]], and GreenSock, Inc. ("GREENSOCK"), an Illinois corporation with business offices located at 28W051 Timber Ln, West Chicago, IL 60185 for the proprietary GreenSock code known as GSAP, TweenLite, TweenMax, TimelineLite, TimelineMax, and other copyrighted code that is available for download at [http://greensock.com](http://www.greensock.com/) (this code and documentation, as well as any updates which may at GREENSOCK's sole discretion be provided to you from time to time, are referred to in this Agreement as "PROGRAM").

**I. LICENSE**
Subject to the terms and conditions of this Agreement, GREENSOCK hereby grants you a non-exclusive, worldwide, and non-transferable right to authorize up to **an aggregate total of** [[NUMBER\_OF\_USERS]] of your employees or contractors ("Users") to use the PROGRAM as a tool for the development of your web sites, apps, games, components and other software applications ("Developed Works"). You have the right to use, run, reproduce, modify, copy, distribute, perform, host and sell your Developed Works created using the PROGRAM. During the maintenance term of the license which is 1 year from each paid [annual] renewal, GREENSOCK shall make available and shall deliver to you, at no additional cost, any updates and enhancements for the PROGRAM that are released to other third parties under license with GREENSOCK.

**II. LIMITATION OF LICENSE AND RESTRICTIONS**

1. You agree that you will not sell, rent, or license the PROGRAM's source code or any derivative works thereof in source code format or any standalone versions thereof that deliver functionality that is substantially similar to the PROGRAM’s to any third party without the prior written consent of GREENSOCK. Distribution of the PROGRAM as part of your Developed Work is acceptable so long as it is used exclusively as a part of your Developed Work. You agree not to modify or delete GREENSOCK'S existing copyright notices located in the source code. You will not assign this Agreement, and any attempt by you to assign it shall be void from the beginning. You may, however, assign this Agreement to one successor to your business, whether by merger, change of control, or asset sale as long as you notify GREENSOCK of such assignment within 30 days of its occurrence.
2. You may use, duplicate, and distribute the compiled object code in a Developed Work created by you, either for your own use or for distribution to a third party, and you may license those Developed Works to end users and to third parties, who may also further license such Developed Works to end users.
3. You may make modifications (“Modifications”) to the source code exclusively for your own use in order to perform bug fixes or other minor edits required to operate the PROGRAM as originally intended.

**III. CONSIDERATION**

1. You agree to pay to GREENSOCK on final signing of the Agreement by both parties herein the following annual license royalty: $[[GREENSOCK\_WILL\_QUOTE]] USD. GREENSOCK will invoice you for such payment and you agree to pay the invoice in full no later than within forty-five (45) days of your receipt thereof.
[[NOTE: if you prefer a permanent license, that is also available.]]
2. Failure to pay such fees within 30 days of their due date constitutes a breach of the Agreement, causing the termination of your membership and this Agreement. You may cancel your membership anytime but refunds are only available for 45 days after payment is rendered each year. Cancellation of your Club GreenSock membership terminates this Agreement.

**IV. TITLE AND OWNERSHIP**

1. The PROGRAM is licensed, not sold, and is protected by copyright laws and international treaty provisions. You acknowledge that no title to the intellectual property in the PROGRAM is transferred to you. You further acknowledge that title and full ownership rights to the original PROGRAM, including all intellectual property rights therein, will remain the exclusive property of GREENSOCK and you will not acquire any rights to the PROGRAM except as expressly set forth in this Agreement. You agree that any copies of the PROGRAM you make will contain the same proprietary notices which appear on and in the PROGRAM. GREENSOCK hereby grants to you the right to disclose that your app, product, game, component, or other Developed Work makes use of GREENSOCK code (for example, "Powered by GreenSock").
2. Any and all Modifications, including but not limited to, modifications, additions, revisions or adaptations made to the PROGRAM by you shall be your sole and exclusive property and you shall own all applicable rights thereto, including all patents, copyrights, trademarks and trade secrets inherent to such Modifications. Notwithstanding the above, any components of the original PROGRAM as provided by GREENSOCK contained within such Modifications, if any, shall remain the sole and exclusive property of GREENSOCK.

**V. WARRANTY**
GREENSOCK warrants that (i) it has the right to grant you the license enumerated in this Agreement; (ii) to the knowledge of GREENSOCK the PROGRAM shall be free from known viruses and the PROGRAM does not contain any other known illicit code, malware or other malicious code; (iii) all deliverables and components of the PROGRAM are either the original work of GREENSOCK, or GREENSOCK has obtained the rights, licenses, consents, permissions or approvals to grant to you the rights to use the PROGRAM as contemplated hereunder; (iv) to the knowledge of GREENSOCK, the PROGRAM does not infringe upon, misuse, or misappropriate any other intellectual property rights of any third party; and (v) the PROGRAM does not contain “Copyleft Software” or components unless approved in advance and in writing by you after full disclosure of same by GREENSOCK, where “Copyleft Software” means software whose license requires that any Developed Work that makes use of the Copyleft Software, or any portion or derivative of such Developed Work, to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works or to be redistributed free of charge, under the terms of said license. Some Copyleft Software license include, without limitation, GNU General Public License, GNU Lesser General Public License, Common Public License, Eclipse Public License, Mozilla Public License, or Common Development and Distribution License, Creative Commons share-alike licenses.

**VI. GREENSOCK INDEMNITY**
GREENSOCK will defend at its expense and indemnify you from and against any losses, costs or damages arising from any claims filed by third parties against you that allege that the PROGRAM infringes any intellectual property right of any third party or is in violation of any applicable law, statute or regulation. You agree to notify GREENSOCK promptly of any such claim and you will provide GREENSOCK reasonable information and assistance for such defense at GREENSOCK’s expense. GREENSOCK shall keep you informed of, and shall consult with you in connection with the progress of any such litigation or settlement. In the event that the PROGRAM is held in any such suit to infringe such a right and its use is enjoined, or if in the opinion of GREENSOCK the Software is likely to become the subject of such a claim, GREENSOCK at its own election and expense will either (i) procure for you the right to continue using the PROGRAM or (ii) modify or replace the PROGRAM so that it becomes non-infringing while giving substantially equivalent performance if such an option is commercially viable for you. In the event that (i) or (ii) above are not obtainable using reasonable commercial efforts, then you may terminate this Agreement and GREENSOCK shall thereafter refund to you any amounts you paid GREENSOCK under this Agreement for the PROGRAM which is the subject of such claim.

**VII.DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

1. EXCEPT AS EXPRESSLY PROVIDED IN V ABOVE, THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GREENSOCK DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. GREENSOCK shall not be liable for special, indirect, incidental, or consequential damages with respect to any claim on account of or arising from this Agreement or use of the PROGRAM, even if GREENSOCK has been or is hereafter advised of the possibility of such damages. Because some states do not allow certain exclusions or limitations on implied warranties or of liability for consequential or incidental damages, the above exclusions may not apply to you. In no event, however, will GREENSOCK be liable to you, under any theory of recovery, in an amount in excess of the license fee paid by you under this Agreement. Notwithstanding anything else in this agreement, you agree to indemnify GREENSOCK and its assignees, and hold each of them harmless from and against any and all claims, losses, damages, and expenses, including legal fees resulting from any negligent act or omission by you.
2. GREENSOCK may, at its sole discretion, provide support services related to the PROGRAM, but has no obligation to do so.

**VIII. CONFIDENTIALITY**

For the purposes of this Agreement “Confidential Information” means:

1. The source code of the PROGRAM;
2. any of your or GREENSOCK’s non-public business or technical information, including but not limited to any non-public information relating to your or GREENSOCK’s product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how;
3. any information that is disclosed either orally or in writing and is designated by the disclosing party as "confidential" or "proprietary" and
4. the terms and conditions of this Agreement.

**Exclusions.** Confidential Information does not include information that:

1. is developed by the receiving party independently and without use of, reference to or concerning the disclosing party's Confidential Information and without violation of any confidentiality restriction;
2. is rightfully obtained by the receiving party from a third party without restriction on disclosure and without breach of a nondisclosure obligation;
3. is in or enters the public domain other than through the fault or negligence of the receiving party and without breach of this Agreement;
4. the receiving party rightfully possesses before first receiving it from the disclosing party;
5. is legally required to be disclosed by law, at which point the disclosing party will notify the other party, or
6. is disclosed after the termination of the recipient's duty of confidentiality as specified herein;

**IX.** **TERMINATION**

If you commit a material breach of this Agreement, GREENSOCK shall notify you of such material breach and allow you thirty (30) days to cure such breach prior to terminating this Agreement and the license granted herein. Any licenses granted in Section I for Developed Works of yours which have already been released, and the terms of Sections IV, V, VI, VII, VIII, IX, and X of this Agreement shall survive any such termination of this Agreement.

**X. MISCELLANEOUS**

1. This Agreement shall be construed in accordance with the laws of the State of Illinois. In the event of any dispute between you and GREENSOCK with respect to this Agreement, we both agree that if we cannot resolve the dispute in good faith discussion, either of us may submit the dispute for resolution to arbitration with the American Arbitration Association before a single arbitrator using the AAA Rules for Commercial Arbitration. The arbitrator's decision is final and can be enforced in any court with jurisdiction over such matters.
2. This Agreement represents the complete and exclusive statement of the agreement between GREENSOCK and you and supersedes all prior agreements, proposals, representations and other communications, verbal or written, between them with respect to use of the program. This Agreement may be modified only with the mutual written approval of authorized representatives of the parties.
3. The terms and conditions of this Agreement shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or other document submitted by you. You agree that such additional or inconsistent terms are deemed rejected by GREENSOCK.
4. Both GREENSOCK and you (collectively “the Parties”) understand that each of the Parties and their respective affiliates or related entities are actively engaged in activities, investments, technology exploitation and research and development efforts (collectively, the “Business Activities”), and that Confidential Information disclosed to either party may include, without limitation, descriptions of ideas, works in progress and projects in development that may be similar to or coincident with such Business Activities. The Parties further acknowledge that such Business Activities may have originated with their respective own employees or others and may duplicate, parallel or resemble portions of the Confidential Information. The Parties agree that this Agreement shall in no way limit, restrict or preclude either party or their respective affiliates or related entities from pursuing any of its present or future Business Activities or interests, either alone or in conjunction with others, or from entering into any agreement or transaction of any kind with any other person, regardless of whether the subject matter of any such agreement or transactions involves elements similar to or coincident with Confidential Information exchanged hereunder or is in any other way similar to or coincident with any transaction considered or evaluated by the Parties.
5. GREENSOCK and you agree that any xerographically or electronically reproduced copy of this fully-executed Agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first set forth above.

For [[COMPANY NAME]]: For **GREENSOCK**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_