FORM B10 (Official Form 10) (4/01)

ORIGINAL

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM
CHAPTER 11

DEBTOR EXIDE TECHNOLOGIES, et al ,	**JOINTLY ADMINISTERED UNDER CASE NUMBER 02-11125 (KJC)**

NOTE This form should not be used to make a claim for an administrative expense arising on or after April 15 2002 the date of commencement of the Debtors bankruptcy cases A request for payment of an administrative expense may be filed pursuant to 11 U S C §503

Name of Creditor (The person or other entity to whom the debtor owes money or property) **MANUGISTICS, INC**	☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars ☐ Check box if you have never received any notices from the bankruptcy court in this case ☐ Check box if the address differs from the address on the envelope sent to you by the court
Name and address of creditor and person to whom notices must be served **Arent Fox Kintner Plotkin & Kahn, PLLC** **Attn Mary Joanne Dowd, Esq** **1050 Connecticut Avenue, N W** **Washington, D C 20036-5336** **(202) 857-6000**	
Account or other number by which creditor identifies debtor	Check here if this claim ☐ replaces a previously filed claim dated _____ ☐ amends

FILED
APR 23 2003
BMC

THIS SPACE FOR COURT USE ONLY

1 Basis for Claim
- ☐ Goods sold
- ☒ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other _____

- ☐ Retiree benefits as defined in 11 U S C § 1114(a)
- ☐ Wages salaries and compensation (fill out below)
  Your SS # ___ ___ ___
  Unpaid compensation for services performed
  from _____ (date) to _____ (date)

2 Date debt was incurred December 2002 through petition date

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed $ $55,506 (See Attached)
If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges

5 Secured Claim
☐ Check this box if your claim is secured by collateral (including a right of setoff)
Brief Description of Collateral
☐ Real Estate ☐ Motor Vehicle
☐ Other _____

Value of Collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim if any $_____

6 Unsecured Priority Claim
☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $_____
Specify the priority of the claim
- ☐ Wages salaries or commissions (up to $4 650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U S C § 507(a)(3)
- ☐ Contribution to an employee benefit plan 11 U S C § 507(a)(4)
- ☐ Up to $2 100* of deposits toward purchase lease or rental of property or services for personal, family or household use 11 U S C § 507(1)(6)
- ☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
- ☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
- ☐ Other Specify applicable paragraph of 11 U S C § 507(a)(__)

** Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment*

7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8 Supporting Documents *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the documents are voluminous attach a summary

9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped self addressed envelope and copy of this proof of claim.

FILED

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APR 23 2003

BMC

Exide Technologies
03591

Date
April 22, 2003

Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
MANUGISTICS, INC
By _____
Mary Joanne Dowd, Esq , by special power of attorney

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 and 3571

DEC-01-1992 16 52 FROM IB INC MFG. ENGRG TO LEGAL DEPT P 01

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To Joe Dwyer	From Terry Dyers
Co.	Co.
Dept.	Phone #
Fax #	Fax #

Contract No. 83618

MANUGISTICS

Manugistics, Inc., 2115 East Jefferson Street, Rockville, Maryland 20852

SOFTWARE LICEN

LICENSEE Name and Address

GNB

1110 Highway 110

Mendota Heights, MN 55118

Billing Contact: _____

Billing Contact's Telephone No. _____

P O No. (for LICENSEE's internal purposes) _____

Single P O _____ or Renewable P O _____ (please check)

This Software License Agreement ("AGREEMENT") is entered into between Manugistics, Inc. ("MANUGISTICS") and the licensee identified above ("LICENSEE"). In consideration of the mutual obligations described in this AGREEMENT and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Term. This AGREEMENT shall become effective upon acceptance by MANUGISTICS at its headquarters and shall continue in effect until terminated in accord with Section 12.

2. License. MANUGISTICS grants to LICENSEE a nonexclusive, nontransferable domestic license to use the proprietary software ("SOFTWARE") and the licensed supporting materials ("LICENSED MATERIALS") described in the attached Software License Addendum ("ADDENDUM") on the computer ("DESIGNATED COMPUTER") and at the location ("DESIGNATED LOCATION") designated in ADDENDUM. LICENSEE may change DESIGNATED COMPUTER and/or DESIGNATED LOCATION by providing MANUGISTICS with prior written notice. LICENSEE must license one additional copy of SOFTWARE for each computer in addition to DESIGNATED COMPUTER upon which SOFTWARE is installed.

3. Scope of Use. LICENSEE may use SOFTWARE only to process its own data. Any parent, subsidiary, or affiliate of LICENSEE shall require a separate license to use SOFTWARE. LICENSEE may not copy or otherwise reproduce the SOFTWARE or LICENSED MATERIALS except that LICENSEE may make one (1) back-up copy of the SOFTWARE for use on DESIGNATED COMPUTER or one (1) back-up computer if LICENSEE reproduces all copyright notices and other proprietary legends on such copy. LICENSEE shall not reverse assemble, reverse compile, or unlock the SOFTWARE in whole or in part for any reason.

4. Title. Title to SOFTWARE and LICENSED MATERIALS (including but not limited to, originals, translations, compilations and partial copies, if any) shall not pass to LICENSEE.

5. Payment. LICENSEE shall pay MANUGISTICS the license, installation and other fees specified in the ADDENDUM for the license granted herein. LICENSEE shall also pay MANUGISTICS the fee specified in ADDENDUM for ongoing maintenance until LICENSEE terminates ADDENDUM or terminates maintenance for the SOFTWARE identified in ADDENDUM. All fees referred to in this AGREEMENT are in U.S. Dollars and do not include any duties or taxes. All such duties and taxes (except income taxes), whenever imposed, shall be payable by LICENSEE. Any amount payable under this AGREEMENT and not paid within thirty (30) days after the date of the invoice shall accrue interest at the rate of two percent (2%) per month or at the maximum lesser rate allowed by law. LICENSEE shall pay all such interest and reasonable costs of collection, including but not limited to, reasonable attorneys' fees and court costs.

6. Nondisclosure. LICENSEE understands and agrees that SOFTWARE and LICENSED MATERIALS contain confidential and proprietary information and data ("CONFIDENTIAL INFORMATION"). During and subsequent to the term of this AGREEMENT, LICENSEE shall protect such CONFIDENTIAL INFORMATION to the same degree that it protects CONFIDENTIAL INFORMATION pertaining to its own business and shall not disclose CONFIDENTIAL INFORMATION to any third party except consultants or auditors that sign a nondisclosure agreement satisfactory to MANUGISTICS.

7. Warranty. MANUGISTICS warrants that SOFTWARE shall at the time of delivery and for a period of ninety (90) days after delivery operate substantially in accordance with MANUGISTICS' then-current published specifications. In the event that SOFTWARE is defective, LICENSEE shall provide MANUGISTICS with written notice of the claimed defect and information sufficient to permit MANUGISTICS to recreate the defect. MANUGISTICS shall use its best efforts to cure said defect within a reasonable period of time or to replace LICENSEE's copy of SOFTWARE with another copy of SOFTWARE in MANUGISTICS' sole discretion. This shall be LICENSEE's sole and exclusive remedy. This warranty shall not apply if: (1) SOFTWARE was not used in accordance with MANUGISTICS' then-current published specifications; (2) SOFTWARE was altered, modified or converted by LICENSEE; (3) DESIGNATED COMPUTER malfunctioned and the malfunction caused the defect; or (4) any other cause within the control of LICENSEE caused the defect.

MANUGISTICS DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT SOFTWARE WILL OPERATE ERROR FREE OR THAT IT WILL OPERATE UNINTERRUPTEDLY OR THAT IT WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE (EXCEPT AS PERMITTED BY MANUGISTICS' THEN-CURRENT PUBLISHED SPECIFICATIONS) OR THAT ALL PROGRAM DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification. MANUGISTICS shall indemnify and hold LICENSEE harmless from any damages or costs incurred by LICENSEE for any action based on infringement of a patent or copyright as a result of LICENSEE's use of SOFTWARE if: (1) LICENSEE notifies MANUGISTICS promptly in writing of any such claim or suit against LICENSEE, cooperates fully with MANUGISTICS, and permits MANUGISTICS to defend or settle such claim or suit on behalf of LICENSEE; (2) LICENSEE continued maintenance of SOFTWARE by MANUGISTICS without interruption from the date of this AGREEMENT until the date of such claim or LICENSEE accepted equivalent non-infringing SOFTWARE from MANUGISTICS at no cost to LICENSEE; (3) LICENSEE did not use SOFTWARE with other software except as permitted by MANUGISTICS' then-current published specifications; and (4) LICENSEE complied with all of the terms and conditions of this AGREEMENT. The foregoing states the entire liability of MANUGISTICS with respect to infringements of any patents or copyrights by SOFTWARE or LICENSED MATERIALS.

9. **Limitation of Liability.** MANUGISTICS SHALL NOT BE LIABLE FOR LOSS OF PROFIT, GOODWILL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF MANUGISTICS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN SECTION 8, MANUGISTICS' LIABILITY FOR ALL CLAIMS (INCLUDING NEGLIGENCE) THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (A) $25,000.00; OR (B) THE SUM OF THE LICENSE FEES PAID BY LICENSEE TO MANUGISTICS FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM OR CAUSE OF ACTION.

10. **Non-Solicitation.** LICENSEE agrees that neither it nor its subsidiaries nor affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain employees of MANUGISTICS during the term of AGREEMENT and for a period of one (1) year after the termination of AGREEMENT.

11. **General.**

A. *Governing Law.* AGREEMENT shall be construed and enforced in accordance with the laws of the State of Maryland, and suit may be brought only in a court of competent jurisdiction in Maryland.

B. *Assignment.* Any assignment of this AGREEMENT by either party (except to an entity controlling, controlled by or under common control with said party) without the written consent of the other shall be void.

C. *Notices.* Any notice required or permitted to be sent under this AGREEMENT shall be sent by certified mail, return receipt requested, to the Contracts Department of MANUGISTICS or to LICENSEE at the addresses set forth in this AGREEMENT or as changed in accord with this section. Such notices shall be effective when received.

D. *Severability.* Any provision of this AGREEMENT that is held to be invalid by a court of competent jurisdiction shall be severed from this AGREEMENT, and the remaining provisions shall remain in full force and effect.

E. *Force Majeure.* Neither party shall be liable to the other party for failure or delay in fulfilling its obligations under this AGREEMENT to the extent that such failure or delay is due to causes beyond its control.

F. *Waiver.* Failure or delay by either party to enforce compliance with any term or condition of this AGREEMENT shall not constitute a waiver of such term or condition.

G. *Entire Agreement.* This AGREEMENT and all ADDENDA hereto constitute the entire agreement between the parties with regard to the subject matter of this AGREEMENT and supersede all previous communications, whether oral or written, between the Parties with respect to such subject matter. In the event of any conflict between the terms of this AGREEMENT and the terms of any ADDENDUM to AGREEMENT, the terms of such ADDENDUM shall govern. Neither the course of conduct between the Parties nor trade usage shall modify or alter this AGREEMENT. If LICENSEE issues a purchase order or other writing addressing the subject matter of this AGREEMENT, such purchase order or writing shall be for LICENSEE's internal purposes only, and the terms and conditions contained therein shall have no force or effect.

H. *Modification.* No waiver or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of MANUGISTICS and LICENSEE.

I. *Independent Parties.* MANUGISTICS and any third party providing equipment or services in conjunction with this AGREEMENT, if applicable, are independent parties and neither shall be liable for the performance or failure to perform of the other.

J. *Foreign Trade Restrictions.* LICENSEE shall not either directly or indirectly export or re-export SOFTWARE in violation of the Export Administration Regulations promulgated by the U.S. Department of Commerce.

12. **Termination.** LICENSEE may terminate this AGREEMENT or any ADDENDUM upon thirty (30) days' prior written notice. Such termination shall be effective upon receipt by MANUGISTICS of all SOFTWARE and LICENSED MATERIALS delivered by MANUGISTICS to LICENSEE including all copies, if any. MANUGISTICS may terminate this AGREEMENT or any ADDENDUM upon thirty (30) days' prior written notice if LICENSEE fails to comply with any of the terms and conditions of this AGREEMENT or such ADDENDUM, and such noncompliance is not cured during said thirty (30) day period. LICENSEE's insolvency, reorganization, bankruptcy, or assignment for the benefit of creditors (or the institution of proceedings therefor) shall immediately terminate this AGREEMENT without notice. Rights and obligations accruing prior to termination of AGREEMENT shall survive termination of AGREEMENT.

Accepted by MANUGISTICS

By: Helen Nastasia

Print Name: Helen Nastasia

Title: General Counsel

Date: 12-1-92

Accepted by LICENSEE.

By: Adrienne Bodor

Print Name: ADRIENNE BODOR

Title: V P Information Technology

Date: 12-3-92

MANUGISTICS

Manugistics, Inc., 2115 East Jefferson St , Rockville, Maryland 20852

Licensee Name and Address

Contract No 83618-1

GNB
1110 Highway 110
Mendota Heights, MN 55118

CLIENT SERVER PRODUCT
ADDENDUM
TO
SOFTWARE LICENSE AGREEMENT

MANUGISTICS MAY NOT ACCEPT THIS ADDENDUM IF IT IS RECEIVED AFTER NOVEMBER 30, 1992

This Client Server Product Addendum ("ADDENDUM") modifies and amends the Software License Agreement ("AGREEMENT") currently in effect between Manugistics, Inc ("MANUGISTICS") and the licensee identified above ("LICENSEE") as of the date accepted by MANUGISTICS at its headquarters In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows

1 **Software.** Client Server Software to be provided by MANUGISTICS hereunder ("SOFTWARE")

Demand Planning

2. **Licensed Materials.** Licensed materials, if any, to be provided by MANUGISTICS hereunder ("LICENSED MATERIALS"). Each END-USER, as defined in Section 5.A herein, shall receive one (1) copy of the User and Technical Documentation for SOFTWARE In the event that LICENSEE requests additional copies of LICENSED MATERIALS, MANUGISTICS shall provide such additional copies at MANUGISTICS' then-current fees

3 **Installation on OS/2 Configuration.** LICENSEE may install SOFTWARE on any OS/2 configuration within LICENSEE's business unit for use only by the END-USERS defined in Section 5.A herein.

4 **Installation Date.** LICENSEE shall install SOFTWARE on or about 12-15-92 ("INSTALLATION DATE") MANUGISTICS will provide telephone assistance upon request, however, in the event that LICENSEE requests on-site assistance, MANUGISTICS shall provide such assistance on a time and materials basis, plus expenses pursuant to Section 5 B. herein

5 **Fees**

A **Module and END-USER Fees** LICENSEE shall pay MANUGISTICS a one-time license fee of $47,000 00 ("LICENSE FEE") for a license for one (1)

employee of the Automotive Battery Division of LICENSEE ("END-USER") to use SOFTWARE In the event that LICENSEE's Industrial Battery Division or Recycling Division elects to license SOFTWARE, such division may do so at the same fees as those described herein upon written notice to MANUGISTICS of such election within twelve (12) months of the execution date of this ADDENDUM Notwithstanding anything to the contrary in AGREEMENT, LICENSEE shall pay LICENSE FEE and other fees due hereunder within forty-five (45) days after the date of MANUGISTICS' invoice

LICENSE shall notify MANUGISTICS in writing within a reasonable period of time following execution of ADDENDUM of the name of END-USER Following execution of this ADDENDUM, LICENSEE may add END-USER(S) to LICENSEE's license by paying MANUGISTICS the user fee as mutually negotiated between the parties for each additional END-USER Payment of the LICENSE FEE entitles only LICENSEE's END-USER to access SOFTWARE to use SOFTWARE for the purpose of processing LICENSEE's data For purposes of this ADDENDUM, in no event shall the term LICENSEE include any subsidiary or affiliate of LICENSEE In the event a subsidiary or affiliated company desires to use SOFTWARE, or LICENSEE desires to use SOFTWARE to process the data of a subsidiary or affiliate, LICENSEE or said subsidiary or affiliate shall pay MANUGISTICS' the applicable rate for an additional copy of SOFTWARE, plus the END-USER fees as negotiated between the parties

B **Training and Consulting** MANUGISTICS shall, on the date that MANUGISTICS' Logistics Consultant first meets with LICENSEE, invoice LICENSEE and LICENSEE shall pay MANUGISTICS a fee of $19,440 00 for MANUGISTICS' provision of training and consulting services by such Logistics Consultant for eighteen (18) eight-hour days.

The foregoing rates shall apply during the twelve (12) month period immediately following execution of this ADDENDUM Thereafter, LICENSEE shall pay MANUGISTICS' then-current fees for such consulting

LICENSEE shall reimburse MANUGISTICS under mutually acceptable terms for all reasonable living and travel expenses incurred in connection with providing training and consulting under this Section

LICENSEE AGREES TO ACCEPT THE PROVISION OF TRAINING WORKSHOPS AND CONSULTING SUPPORT "AS IS" AND HEREBY RELIEVES MANUGISTICS OF ALL LIABILITY ARISING FROM SUCH SERVICES

6. **END-USER Reports** Using SOFTWARE, LICENSEE shall generate every six (6) months and forward to MANUGISTICS a report which lists the then-current END-USERS of SOFTWARE LICENSEE may change the name of an END-USER upon written notification to MANUGISTICS without additional charge so long as the previous END-USER discontinues use of SOFTWARE

7 **Modifications.**

A **By MANUGISTICS.** MANUGISTICS may, upon LICENSEE's request, alter, modify or convert SOFTWARE pursuant to the terms and conditions of CONSULTING AGREEMENT and at MANUGISTICS' then-current commercial rates Upon the occurrence of such event, MANUGISTICS reserves the right to void Section 7 of the Software License Agreement entitled "Warranty", and/or Section 8 hereof entitled "Support, Maintenance and Enhancement Plan", with prior written notice to LICENSEE

B **By LICENSEE.** In the event that LICENSEE alters, modifies or converts SOFTWARE without MANUGISTICS' prior written consent, MANUGISTICS' obligation to provide SUPPORT, MAINTENANCE and ENHANCEMENTS (as hereinafter defined) shall cease, and Sections 7 and 8 of AGREEMENT entitled "Warranty" and "Indemnification", respectively, shall immediately be of no force or effect

In the event that MANUGISTICS' obligation to provide SUPPORT, MAINTENANCE and ENHANCEMENTS shall cease pursuant to the terms of this Section, MANUGISTICS may provide SOFTWARE support and maintenance under CONSULTING AGREEMENT

8. **Support, Maintenance and Enhancement Plan.** For a period of ninety (90) days after delivery of SOFTWARE ("INITIAL TERM") and, thereafter for one (1) year terms ("RENEWAL TERMS") LICENSEE shall automatically be enrolled in MANUGISTICS' Software Service Plan ("SOFTWARE SERVICE PLAN") which entitles one designated employee of LICENSEE and one (1) back-up employee ("DESIGNATED CONTACT") to SUPPORT, MAINTENANCE and ENHANCEMENTS (all described below) for SOFTWARE. LICENSEE shall notify MANUGISTICS in writing of the name(s) of DESIGNATED CONTACT, and LICENSEE may change such DESIGNATED CONTACT upon written notice to MANUGISTICS

A **Support.** "SUPPORT" shall mean that MANUGISTICS shall provide to DESIGNATED CONTACT reasonable technical telephone consultation relating to the operation of SOFTWARE

B **Maintenance** "MAINTENANCE" shall mean that MANUGISTICS shall use its best efforts to correct defects in SOFTWARE within a reasonable period of time or to replace LICENSEE's copy of SOFTWARE with another copy of SOFTWARE in MANUGISTICS' sole discretion

C. **Enhancements** "ENHANCEMENTS" shall mean that MANUGISTICS shall inform LICENSEE when each new release of SOFTWARE containing system enhancements is made commercially available, and upon written request from LICENSEE shall provide to LICENSEE one (1) copy of each such release of SOFTWARE and corresponding technical documentation ENHANCEMENTS shall not mean that MANUGISTICS must provide any improvements to SOFTWARE announced by MANUGISTICS as separately priced, optional or extra cost improvements

D **SOFTWARE SERVICE PLAN Fee.** LICENSEE shall be enrolled in SOFTWARE SERVICE PLAN without charge during INITIAL TERM On execution date of this ADDENDUM, LICENSEE shall pay a fee ("SOFTWARE SERVICE PLAN FEE") of $16,920, which represents the SOFTWARE SERVICE PLAN FEE for the initial three (3) RENEWAL TERMS At the commencement of the fourth RENEWAL TERM, LICENSEE shall pay MANUGISTICS a SOFTWARE SERVICE PLAN FEE equal to $22,500 for the next (3) RENEWAL TERMS for the SOFTWARE and END-USERS hereunder The foregoing SOFTWARE SERVICE PLAN FEEs shall apply for the SOFTWARE and permitted END-USERS as of execution of this ADDENDUM LICENSEE shall, in addition to any of the foregoing fees, at the commencement of each RENEWAL TERM pay a SOFTWARE SERVICE PLAN FEE equal to 15% of any additional license fees paid by LICENSEE for END-USERS and software modules added to LICENSEE's license subsequent to the execution of this ADDENDUM After the sixth RENEWAL TERM, LICENSEE shall pay MANUGISTICS on the first day of each RENEWAL TERM a SOFTWARE SERVICE PLAN FEE as negotiated between the parties for LICENSEE s then-current SOFTWARE modules licensed hereunder for LICENSEE's then-current END-USERS

E **SOFTWARE SERVICE PLAN Cancellation.** Either party may terminate SOFTWARE SERVICE PLAN at the expiration of INITIAL TERM or any RENEWAL TERM by providing thirty (30) days' written notice to the other party prior to such expiration

F. **SOFTWARE SERVICE PLAN Reinstatement.** In the event that LICENSEE terminates its enrollment in SOFTWARE SERVICE PLAN, LICENSEE may reinstate its enrollment in SOFTWARE SERVICE PLAN by accepting the then-current version of SOFTWARE and paying. (1) the then-current SOFTWARE SERVICE PLAN FEE, and (2) a reinstatement fee equal to the difference between the perpetual license fee for SOFTWARE originally paid by LICENSEE and the then-current perpetual license fee for SOFTWARE

G **Waiver of MANUGISTICS Obligations.** MANUGISTICS shall have no obligation to provide SUPPORT, MAINTENANCE or ENHANCEMENTS for SOFTWARE to LICENSEE if (1) SOFTWARE was not used in accordance with MANUGISTICS' then current published specifications; (2) SOFTWARE was altered, modified or converted by LICENSEE without MANUGISTICS' prior written consent, (3) DESIGNATED COMPUTER malfunctioned and the malfunction caused a defect in SOFTWARE, or (4) any other cause within the control of LICENSEE caused a defect in SOFTWARE.

Accepted by LICENSEE

By Adrienne Bosor
Signature

Print Name ADRIENNE BOSOR
Title V.P. INFO TECHNOLOGY
Date 12-3-92

Accepted by MANUGISTICS

By Helen Nastasia
Signature

Print Name Helen Nastasia
Title General Counsel
Date 12-11-92

MANUGISTICS

Manugistics, Inc , 2115 East Jefferson St., Rockville, Maryland 20852

Licensee Name and Address

Licensee No 83618

GNB Technologies, Inc
375 Northridge Road
Suite 100
Atlanta, GA 30350

AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This amendment modifies and amends the SOFTWARE LICENSE AGREEMENT ("AGREEMENT') dated December 11, 1992, and Addenda thereto (' ADDENDA") of even date herewith between the licensee identified above ("LICENSEE") and Manugistics, Inc ("MANUGISTICS") In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows

1 In the first sentence of Section 2, "**License**," delete the word "domestic" and insert "North American "

2 Insert the following between the first and second sentences of Section 2 "**License**,

"Except as otherwise stated, LICENSEE shall be permitted to run SOFTWARE on multiple servers and shall be permitted to change server sites within the territory of this license "

3 Delete Section 3 "**Scope of Use**," and insert the following

"Section 3 **Scope of Use**. The term 'LICENSEE' shall include GNB Technologies, and parties controlling, under the control of, or under common control with, GNB Technologies LICENSEE may not copy or otherwise reproduce the SOFTWARE except that LICENSEE may make two (2) back-up copies of the SOFTWARE for testing and/or disaster recovery purposes if LICENSEE reproduces all copyright notices and other proprietary legends on such copies LICENSEE may make copies of LICENSED MATERIALS for internal use only if LICENSEE reproduces all copyright notices and other proprietary legends on such copies "

4 In Section 5 "**Payment**," delete the sentence that begins with, "Any amount payable under this AGREEMENT ' and replace with

"Any undisputed amount payable under this AGREEMENT and not paid within forty-five (45) days after the date of the invoice shall accrue interest at the rate of one percent (1%) per month or at the maximum lesser rate allowed by law If an invoiced amount is reasonably disputed by LICENSEE, such forty-five (45) day period shall not begin until such dispute is resolved "

5 Delete Section 6, "**Nondisclosure**,' in its entirety and replace with the following

LICENSEE and MANUGISTICS acknowledge that in the course of this AGREEMENT, both parties will become familiar with proprietary information of the other concerning the other s business affairs, property, methods of operation, processing system, software, or other information ("CONFIDENTIAL INFORMATION") LICENSEE and MANUGISTICS hereby agree to maintain the confidentiality of this AGREEMENT and such CONFIDENTIAL INFORMATION using at least the degree of care and security as each uses to maintain the confidentiality of its own most CONFIDENTIAL INFORMATION Neither LICENSEE or MANUGISTICS' CONFIDENTIAL INFORMATION shall be disclosed by the other party to any third party except to a party's

subcontractors who are approved by the other party and who have executed an agreement containing a provision substantially conforming to the confidentiality terms of this AGREEMENT Each party shall use such CONFIDENTIAL INFORMATION only to perform its obligations under this AGREEMENT and shall disclose such CONFIDENTIAL INFORMATION only within its organization and only to those of its employees and subcontractors who need to know such information in order to perform its obligations under this AGREEMENT If either party is confronted with legal action to disclose any portion of the other party's CONFIDENTIAL INFORMATION that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's CONFIDENTIAL INFORMATION that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained Information shall not be considered CONFIDENTIAL INFORMATION under this section or any other provision of this AGREEMENT that (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the disclosing party's employees or representatives, (ii) is already known to the disclosing party at the time of disclosure hereunder, (iii) is disclosed in good faith to a recipient party by a third party having a lawful right to do so, (iv) is the subject of written consent of the party which supplied such information authorizing disclosure or (v) was independently developed by the disclosing party without reference to the other party's CONFIDENTIAL INFORMATION Upon termination or expiration or AGREEMENT each party shall destroy all of the other party's CONFIDENTIAL INFORMATION or, at the other party's written direction, return the applicable items to the requesting party "

6 Delete Section 7, **'Warranty'** in its entirety and replace with the following

"Warranty" MANUGISTICS warrants that SOFTWARE shall at the time of delivery and for a period of one-hundred-and-eighty (180) days thereafter, operate substantially in accordance with MANUGISTICS published specifications For purposes of this AGREEMENT, SOFTWARE shall include proprietary software licensed to LICENSEE in any attached ADDENDUM, and other software created by or on behalf of MANUGISTICS and licensed to LICENSEE or created by MANUGISTICS for LICENSEE In the event SOFTWARE is defective, LICENSEE shall provide MANUGISTICS with written notice of the claimed defect and shall use best efforts to provide information sufficient for MANUGISTICS to recreate the defect MANUGISTICS shall use its best efforts to cure said defect within a reasonable period of time or to replace LICENSEE's copy of SOFTWARE with another copy of SOFTWARE in MANUGISTICS' sole discretion

In addition, MANUGISTICS warrants that the SOFTWARE products are designed to be Year 2000 compliant before, during and after the Year 2000 Year 2000 compliance shall mean that SOFTWARE's performance functionality is designed so LICENSEE shall not experience software abnormally ending and/or incorrect results from use of the SOFTWARE in the operation(s) of LICENSEE due to the calendar year 2000 MANUGISTICS' software design to ensure year 2000 compatibility shall include, but not be limited to date data century recognition, calculations that accommodate same century and multicentury formulas and date values and date data interface values that reflect the century The foregoing Year 2000 compliance warranty shall apply only to the extent that LICENSEE uses the SOFTWARE with the operating system(s) and database(s) stipulated in MANUGISTICS' then-current published

specifications as delivered with SOFTWARE or ENHANCEMENTS, or as approved in writing by MANUGISTICS

If the defect arises during the above-specified warranty period and MANUGISTICS does not correct or modify the SOFTWARE to substantially meet the current-published specifications as delivered with SOFTWARE or ENHANCEMENTS within such reasonable period of time, then at LICENSEE's option, LICENSEE shall return SOFTWARE to MANUGISTICS and MANUGISTICS shall refund to LICENSEE an amount based on the following formula.

REFUND AMOUNT = LICENSE FEE AND THE CURRENT YEAR'S SUPPORT FEE PAID FOR RETURNED SOFTWARE X $\frac{(60 - Y)}{60}$

assuming Y = No of months SOFTWARE productively used when defect prevented further use of SOFTWARE

So long as LICENSEE continues its paid-up enrollment in the SOLUTION SUPPORT PLAN for SOFTWARE described in ADDENDUM, the foregoing refund formula shall be available to LICENSEE for the entire sixty (60) month period if MANUGISTICS cannot repair a defect which prevents LICENSEE's use of SOFTWARE pursuant to this warranty provision or pursuant to the terms of the Support, Maintenance and Enhancement section of ADDENDUM

MANUGISTICS further warrants that any services performed for LICENSEE shall be performed in a workmanlike manner and that such services shall meet or exceed industry standards

MANUGISTICS further warrants that to the best of its knowledge and belief any data or programs provided by MANUGISTICS to LICENSEE shall be free at the time of delivery, of any computer virus ("VIRUS") VIRUS shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent MANUGISTICS warrants that it has performed quality control procedures on SOFTWARE and that it performs regular virus checks on SOFTWARE using industry standard tools

This warranty shall not apply if (1) SOFTWARE was not used in accordance with MANUGISTICS' then-current published specifications, (2) SOFTWARE was altered, modified, or converted by LICENSEE without MANUGISTICS' permission, (3) DESIGNATED COMPUTER malfunctioned and the malfunction caused the defect, or (4) any other means within the control of LICENSEE and also outside the control of MANUGISTICS caused the defect."

7 Delete in Section 8 **Indemnification** (2), the following text

"LICENSEE continued maintenance of SOFTWARE by MANUGISTICS without interruption from the date of this AGREEMENT until the date of such claim or"

8 Delete the following from Section 8

"(3) LICENSEE did not use SOFTWARE with other software except as permitted by MANUGISTICS' then-current published specifications as delivered with SOFTWARE or ENHANCEMENTS, and (4) LICENSEE complied with all of the terms and conditions of this AGREEMENT."

and insert the following

", and, (3) LICENSEE did not use SOFTWARE with other software except as permitted by MANUGISTICS', or except with other software created by or on behalf of MANUGISTICS "

9 Delete Section 9 "**Limitation of Liability**" in its entirety and replace with the following

"Section 9 **Limitation of Liability** MANUGISTICS SHALL NOT BE LIABLE FOR LOSS OF PROFIT, GOODWILL, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF MANUGISTICS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT AS PROVIDED IN SECTION 8, AND EXCLUDING PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM DELIBERATE AND WILLFUL MISCONDUCT, MANUGISTICS' LIABILITY FOR ALL CLAIMS (INCLUDING NEGLIGENCE) THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE SUM OF THE FEES PAID BY LICENSEE TO MANUGISTICS FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM OR CAUSE OF ACTION

NOTWITHSTANDING THE ABOVE, MANUGISTICS LIABILITY FOR ANY CLAIMS ARISING OUT OF DELIBERATE AND WILLFUL MISCONDUCT THAT ARE NOT BASED ON PHYSICAL INJURY OR PROPERTY DAMAGE SHALL NOT EXCEED, IN THE AGGREGATE, THE SUM OF THE FEES PAID BY LICENSEE TO MANUGISTICS FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM OR CAUSE OF ACTION "

10 Insert after the words "common control with said party" in the first sentence in Section 11 B '**Assignment**," the following

"and except in the case of a merger or sale of substantially all stock or assets to a third party, provided such third party is not a competitor of MANUGISTICS '

11 Insert after the first sentence in Section 11 B "**Assignment**," the following

"Such consent shall not be unreasonably withheld "

12 Insert as Section 13 "Training and Consulting " the following

Training and Consulting. At LICENSEE's request, MANUGISTICS shall provide training and consulting services related to SOFTWARE at the service rates stipulated in Exhibit A ('SERVICE RATES) to an ADDENDUM to this AGREEMENT during the twelve (12) month period immediately following execution of such ADDENDUM After the initial twelve months, MANUGISTICS may increase its rates to the new applicable service rates

In addition, LICENSEE shall reimburse MANUGISTICS for all reasonable living and travel expenses incurred in connection with providing training and consulting provided pursuant to AGREEMENT and ADDENDUM, as well as classroom guides and training materials used by MANUGISTICS in providing training services, including shipping costs for such materials and out of pocket expenses associated with the provision of such services Such expenses shall include any costs related to MANUGISTICS' consultants traveling outside the United States, if applicable, as further described in exhibit A

13 Insert as Section 14 "Terms and Conditions " the following

"For purposes of this AGREEMENT, the terms and conditions of this AGREEMENT shall be considered CONFIDENTIAL INFORMATION "

Except as specifically modified and amended herein, all other terms and conditions of the AGREEMENT and ADDENDUM shall remain in full force and effect

Accepted by MANUGISTICS

By _____
Signature

Print Name RICHARD F. BERGMANN

Title EXEC VP SALES & SERVICES

Date 11/19/99

Accepted by LICENSEE

By _____
Signature

Print Name Tom Smith

Title Director of Purchasing

Date 11/19/99

CFO, 11/20/99

MANUGISTICS

Manugistics, Inc , 2115 East Jefferson Street, Rockville, Maryland 20852

AGREEMENT FOR TRAINING AND CONSULTING SERVICES

Client Name and Address

Client No

GNB Technologies
375 Northridge Road
Suite 100
Atlanta, GA 30350

Manugistics, Inc ("MANUGISTICS") agrees to provide to the above client ("CLIENT"), and CLIENT agrees to pay for, subject to the conditions contained in this Agreement ("AGREEMENT") training and consulting services ("CONSULTING") in accordance with the Schedule(s) ("SCHEDULE") attached hereto and incorporated by this reference

1 Term and Termination

AGREEMENT shall become effective upon acceptance by MANUGISTICS Either party may terminate AGREEMENT upon thirty (30) days prior written notice Each party agrees to waive its right of termination during the term of any SCHEDULE

2 Consulting

At CLIENT's request, MANUGISTICS shall provide training and consulting services related to the implementation and use of MANUGISTICS' software products at the service pricing rates stipulated in Exhibit A entitled "SERVICE PRICING" during the twelve (12) month period immediately following execution of this AGREEMENT After the initial twelve months, MANUGISTICS may increase its service rates to new applicable service rates

CONSULTING shall be performed in accordance with the terms of AGREEMENT and any SCHEDULE MANUGISTICS agrees to use its best efforts to perform CONSULTING, and MANUGISTICS warrants that it shall provide qualified consultants to perform services THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

MANUGISTICS SHALL NOT BE LIABLE FOR LOSS OF PROFIT, GOODWILL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF MANUGISTICS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCLUDING PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM DELIBERATE AND WILLFUL MISCONDUCT, MANUGISTICS' LIABILITY FOR ALL CLAIMS (INCLUDING NEGLIGENCE) THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY CLIENT TO MANUGISTICS FOR THE PARTICULAR WORK ASSIGNMENT THAT GAVE RISE TO OR IS THE SUBJECT MATTER OF THE CLAIM OR CAUSE OF ACTION

NOTWITHSTANDING THE ABOVE, MANUGISTICS LIABILITY FOR ANY CLAIMS ARISING OUT OF DELIBERATE AND WILLFUL MISCONDUCT THAT ARE NOT BASED ON PHYSICAL INJURY OR PROPERTY DAMAGE SHALL NOT EXCEED, IN THE AGGREGATE THE AMOUNT PAID BY CLIENT TO MANUGISTICS FOR THE PARTICULAR WORK ASSIGNMENT THAT GAVE RISE TO OR IS THE SUBJECT MATTER OF THE CLAIM OR CAUSE OF ACTION

3 Payment.

EXHIBIT A
SERVICE PRICING

Consulting	**Hourly Rate**
Vice President/Director	$315/hr
Practice Manager	$293/hr
Manager	$270/hr
Senior Consultant	$234/hr
Consultant	$194/hr

Training	**Daily Rate**
Training Classes	$2,600/day

Training classes are conducted for a maximum of ten (10) students In addition, travel and out-of-pocket expenses of MANUGISTICS in providing training services, shall be billed and paid by CLIENT separately

Minimum on site charge for any services, except as otherwise provided hereunder, is 8 hours In addition, LICENSEE shall pay travel time related to any intercontinental travel by MANUGISTICS' consultants performing services hereunder

Prices quoted in this Exhibit A apply during the initial twelve (12) months following execution of this AGREEMENT After the initial twelve months, MANUGISTICS may increase the service rates to the new applicable service rates

MANUGISTICS may elect to modify or discontinue CLIENT's training and consulting service program twenty-four (24) months after execution of AGREEMENT

Service rates for consulting and training are available only in accordance with the terms specified in Exhibit A All fees referred to in AGREEMENT shall be payable in U S Dollars and such fees do not include any taxes, shipping or travel expenses All taxes (except income taxes, but including any taxes imposed on MANUGISTICS resulting from CLIENT's desire to have services provided to or pay any fees hereunder through CLIENT s foreign subsidiary or affiliate, if applicable) shall be payable by CLIENT In addition, CLIENT shall reimburse MANUGISTICS for all reasonable living and travel expenses incurred in connection with providing training and consulting under this AGREEMENT, as well as classroom guides and training materials used by MANUGISTICS in providing training services, including shipping costs for such materials, and out-of-pocket expenses associated with the provision of such services Any undisputed fees not paid within forty five (45) days after the date of invoice shall accrue interest at the rate of one percent (1%) per month or at the maximum lesser rate allowed by law CLIENT shall pay all reasonable costs of collection, including but not limited to, reasonable attorneys' fees

4 Proprietary Rights

All materials provided as a part of training and consulting services belong exclusively to MANUGISTICS CLIENT understands and agrees that any software, documentation or training materials contain confidential and proprietary information and data and are copyrighted works of MANUGISTICS

5 Independent Contractor and Non-Solicitation

MANUGISTICS' employees shall not be deemed to be the employees of CLIENT MANUGISTICS shall have the right to determine which of its employees shall be assigned to perform CONSULTING CLIENT agrees that neither it nor any of its affiliates shall solicit for employment MANUGISTICS employees during the term of AGREEMENT and for one (1) year thereafter

6 Nondisclosure

LICENSEE and MANUGISTICS acknowledge that in the course of this AGREEMENT, both parties will become familiar with proprietary information of the other concerning the other's business affairs, property, methods of operation, processing system, software, or other information ("CONFIDENTIAL INFORMATION") LICENSEE and MANUGISTICS hereby agree to maintain the confidentiality of this AGREEMENT and such CONFIDENTIAL INFORMATION using at least the degree of care and security as each uses to maintain the confidentiality of its own most CONFIDENTIAL INFORMATION Neither LICENSEE or MANUGISTICS' CONFIDENTIAL INFORMATION shall be disclosed by the other party to any third party except to a party s subcontractors who are approved by the other party and who have executed an agreement containing a provision substantially conforming to the confidentiality terms of this AGREEMENT Each party shall use such CONFIDENTIAL INFORMATION only to perform its obligations under this AGREEMENT and shall disclose such CONFIDENTIAL INFORMATION only within its organization and only to those of its employees and subcontractors who need to know such information in order to perform its obligations under this AGREEMENT If either party is confronted with legal action to disclose any portion of the other party's CONFIDENTIAL INFORMATION that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's CONFIDENTIAL INFORMATION that is required to be disclosed in order to comply with the legal action whether or not a protective order or other order has been obtained Information shall not be considered CONFIDENTIAL INFORMATION under this section or any other provision of this AGREEMENT that (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the disclosing party's employees or representatives, (ii) is already known to the disclosing party at the time of disclosure hereunder, (iii) is disclosed in good faith to a recipient party by a third party having a lawful right to do so, (iv) is the subject of written consent of the party which supplied such information authorizing disclosure or (v) was independently developed by the disclosing party without reference to the other party's CONFIDENTIAL INFORMATION Upon termination or expiration or AGREEMENT each party shall destroy all of the other party's CONFIDENTIAL INFORMATION or, at the other party's written direction, return the applicable items to the requesting party

7 Independent Agreement

The parties agree that, MANUGISTICS obligation to provide SERVICES under this AGREEMENT is and shall remain separate and divisible from MANUGISTICS' obligation to provide software under any other agreement between the parties

8 General

AGREEMENT shall be governed by the laws of the State of Maryland Any assignment of AGREEMENT by either Party without the written consent of the other shall be void AGREEMENT and any SCHEDULE contain the full and exclusive statement of the Parties with respect to the subject matter hereof and supersede all previous communications, whether written or oral, between the parties with respect to such subject matter If CLIENT issues a purchase order or other writing addressing the subject matter of this AGREEMENT, such purchase order or writing shall be for CLIENT's internal purposes only, and the terms and conditions contained therein shall have no force or effect No waiver or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of MANUGISTICS and CLIENT

Accepted by CLIENT

By _____
Signature

Print Name Richard F. Bergmann

Title Exec. V.P. Sales & Services

Date 11/19/99

Accepted by MANUGISTICS

By _____
Signature

Print Name Tom Smith

Title Director of Purchasing

Date 11/19/99

CFO, 11/19/99

MANUGISTICS

Manugistics, Inc , 2115 East Jefferson St., Rockville, Maryland 20852

Licensee Name and Address
GNB Technologies, Inc
375 Northridge Road
Atlanta, GA 30350

Licensee No 83618

AMENDMENT TO CLIENT SERVER PRODUCT ADDENDUM

This amendment modifies and amends the Client Server Product Addendum ("ADDENDUM") dated December 11, 1992 and currently in effect between the licensee identified above ("LICENSEE") and Manugistics, Inc ("MANUGISTICS") In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows

1 In Section 5 entitled "Fees" insert the following as a new Subsection C.

> "C. **SOFTWARE Migration.** LICENSEE may elect to migrate from SOFTWARE to Software operating on the Windows NT platform ("NT SOFTWARE") for no additional license fee by providing MANUGISTICS with written notice of such election. In the event LICENSEE elects such a migration, LICENSEE's use of NT SOFTWARE shall be governed by the terms and conditions of AGREEMENT and this ADDENDUM. LICENSEE shall phase-out its use of SOFTWARE and return SOFTWARE, LICENSED MATERIALS and any copies to MANUGISTICS within three (3) months of MANUGISTICS' delivery of NT SOFTWARE In the event that LICENSEE does not discontinue use of SOFTWARE and return SOFTWARE to MANUGISTICS within such three (3) month period, LICENSEE shall pay MANUGISTICS the total then-current fee for NT SOFTWARE

Except as specifically modified and amended herein, all other terms and conditions of ADDENDUM shall remain in full force and effect.

Accepted by MANUGISTICS

By Helen Nastasia
Signature

Print Name Helen Nastasia

Title GENERAL COUNSEL

Date 8-13-96

Accepted by LICENSEE

By Thomas J Smith
Signature

Print Name Thomas J Smith

Title Director of Procurement

Date 8/6/96

MANUGISTICS

Manugistics, Inc , 2115 East Jefferson St., Rockville, Maryland 20852

Licensee Name and Address

Licensee No 83618

GNB Technologies, Inc
375 Northridge Road
Suite 100
Atlanta, GA 30350

AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This amendment modifies and amends the Software License Agreement ("AGREEMENT") and Addendum thereto ("ADDENDUM"), both dated December 11, 1992 between the licensee identified above ("LICENSEE") and Manugistics, Inc ("MANUGISTICS") In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows

1 Upon execution of this AMENDMENT, LICENSEE shall pay to MANUGISTICS a SOFTWARE SERVICE PLAN FEE in the sum of $9,480 to enroll in MANUGISTICS SOFTWARE SERVICE PLAN for a RENEWAL TERM from March 15, 1999 through March 14, 2000

2 Upon payment of the SOFTWARE SERVICE PLAN FEE, LICENSEE shall be enrolled in MANUGISTICS' SOFTWARE SERVICE PLAN for the **Demand Planning** module licensed under the ADDENDUM, and shall receive SUPPORT, MAINTENANCE, and ENHANCEMENTS, as defined in the AGREEMENT and ADDENDUM, during this period

3 On March 15 2000 and March 15, 2001, respectively, GNB shall pay to MANUGISTICS the sum of $9,480 to enroll in the SOFTWARE SERVICE PLAN for the two (2) RENEWAL TERMS beginning on those dates

4 After March 14, 2002, MANUGISTICS' SOFTWARE SERVICE PLAN FEE shall be MANUGISTICS' then-current fee However, in no event shall any year's SOFTWARE SERVICE PLAN FEE exceed the immediately preceding year s fee by greater than ten percent (10%)

Except as specifically modified and amended herein, all other terms and conditions of the AGREEMENT and ADDENDUM shall remain in full force and effect.

Accepted by MANUGISTICS

By Thomas J. Smith
Signature

Print Name Thomas J. Smith

Title Director of Purchasing

Date 4/5/99

Accepted by LICENSEE

By Helen A. Nastasia
Signature

Print Name Helen A. Nastasia

Title VP, General Counsel & Secretary

Date 3-30-99

MANUGISTICS

Manugistics, Inc , 2115 East Jefferson Street, Rockville, Maryland 20852

MANUGISTICS® CLIENT SERVER PRODUCT ADDENDUM TO SOFTWARE LICENSE AGREEMENT

Licensee Name and Address
GNB Technologies
375 Northridge Road
Suite 100
Atlanta, GA 30350

Licensee No 83618

MANUGISTICS MAY NOT ACCEPT THIS ADDENDUM IF IT IS RECEIVED AFTER November 19, 1999

This MANUGISTICS® Client Server Product Addendum ('ADDENDUM") modifies and amends the Software License Agreement ("AGREEMENT") currently in effect between Manugistics, Inc (MANUGISTICS") and the licensee identified above ("LICENSEE") In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged the Parties agree as follows

1 **Software and Delivery** Client Server Software to be provided by MANUGISTICS hereunder ("SOFTWARE")
Vendor Managed Inventory
includes Demand Planning/Extended Edition (DP/EE)
Supply Planning,
includes Deployment Distribution Planning, Materials Planning, Constrained Production Planning
Open Application Integration (OAI)Enterprise
OAI/Enterprise JDE/Auto Plugin
Supply Chain Navigator

SOFTWARE provided to Licensee shall be the following language version English language

SOFTWARE shall be delivered to the following address
Same as above.

2 **Licensed Materials** Number of copies and description of Licensed Materials to be provided by MANUGISTICS hereunder ('LICENSED MATERIALS") Five (5) copy user and technical documentation which includes MANUGISTICS' then-current specifications

In the event that LICENSEE requests additional copies of LICENSED MATERIALS MANUGISTICS shall provide such additional copies at MANUGISTICS' then-current fees

3 **Installation on Windows NT Configuration using Oracle database using Windows NT Client** MANUGISTICS shall install SOFTWARE on a Windows NT configuration using Oracle database using Windows NT client within LICENSEE s business unit for use only by the END-USERS defined in Section 4 herein MANUGISTICS shall provide such assistance on a time and materials basis plus expenses pursuant to Section 5 herein

Upon written notice, MANUGISTICS shall permit LICENSEE to migrate SOFTWARE to any other configuration commercially available from MANUGISTICS

Within nine months of receipt of SOFTWARE for the new configuration ('New Configuration), LICENSEE shall cease all use of SOFTWARE for the former configuration (' Old Configuration") remove or erase all copies of Old Configuration from LICENSEE s computers and either return or destroy the original media and any copies of Old Configuration to MANUGISTICS

4 **Module and END-USER Fees** LICENSEE shall pay MANUGISTICS a one time license fee of $541,329 ("LICENSE FEE") for a limited number of LICENSEE s employees (END-USERS") to access SOFTWARE Use shall be in accordance with the following table

SOFTWARE Module	Number of Planner END-USER(S)	Number of Management END-USERS
VMI	Fifty 50)	Three (3)
OAI/Enterprise	NA	NA
JDEdwards auto plug in	NA	NA
Supply Planning	Fifty (50	Eight (8)
SCN	Two	NA

In addition, the DP/EE module includes 50 Planner END USERS and 50 (50) trading partners,' as described in the LICENSED MATERIALS, in the initial LICENSE FEE

MANUGISTICS shall make available additional END USERS to LICENSEE at the following rates until November 3 2000

Type of END-USER	Price/per END USER
Single Planner END USER	$8,400
Single Management END-USER	$2 100
Full Suite END USER	$21,000
Full Suite Management END-USER	$5,250

Each Single END USER shall be permitted to access a single SOFTWARE module only

Each Full Suite END-USER shall be permitted to access any of the SOFTWARE modules licensed under this ADDENDUM

Each Planner END-USER shall be permitted to access and make full-productive use of SOFTWARE modules

Each Management END-USER shall be permitted to access SOFTWARE modules for inquiry purposes only

Manugistics is a registered trademark of Manugistics Inc

From November 1 2000 until February 28, 2001, MANUGISTICS may license additional END-USERS at a discount of twenty percent (20%) off of MANUGISTICS' list price

5 **Training and Consulting Fees.** At LICENSEE's request, MANUGISTICS shall provide installation, training and consulting services related to SOFTWARE at the service rates stipulated in Exhibit A ("SERVICE RATES") during the twelve (12) month period immediately following execution of this ADDENDUM.

6 **Solution Support Plan** Commencing upon execution of this AGREEMENT and thereafter for one (1) year terms ("RENEWAL TERMS") LICENSEE shall automatically be enrolled in MANUGISTICS' Solution Support Plan ("SOLUTION SUPPORT PLAN") which entitles one designated employee or subcontractor of LICENSEE and one (1) back-up employee or subcontractor ("DESIGNATED CONTACT") to SUPPORT, MAINTENANCE and ENHANCEMENTS (all described below) for SOFTWARE LICENSEE shall notify MANUGISTICS in writing of the name(s) of DESIGNATED CONTACT, and LICENSEE may change such DESIGNATED CONTACT upon written notice to MANUGISTICS

A **Support.** "SUPPORT" shall mean that MANUGISTICS shall provide to DESIGNATED CONTACT reasonable technical telephone consultation relating to the operation of SOFTWARE

B **Maintenance.** "MAINTENANCE" shall mean that MANUGISTICS shall use its best efforts to correct defects in SOFTWARE within a reasonable period of time or to replace LICENSEE's copy of SOFTWARE with another copy of SOFTWARE in MANUGISTICS sole discretion, or to refund fees to LICENSEE in accordance with Section 7 of the Agreement.

C **Enhancements** "ENHANCEMENTS" shall mean that MANUGISTICS shall inform LICENSEE when each new release of SOFTWARE containing system enhancements is made commercially available, and upon written request from LICENSEE shall provide to LICENSEE one (1) copy of each such release of SOFTWARE and corresponding technical documentation ENHANCEMENTS shall not mean that MANUGISTICS must provide any improvements to SOFTWARE announced by MANUGISTICS as separately priced optional or extra cost improvements

D **SOLUTION SUPPORT PLAN Payment.** Upon execution of ADDENDUM, LICENSEE shall pay MANUGISTICS the SOLUTION SUPPORT PLAN FEE in effect for the first year support set forth on this Addendum for SOFTWARE modules licensed hereunder ("SOLUTION SUPPORT PLAN FEE") Except as stated in Section 7 of this ADDENDUM, for all subsequent RENEWAL TERMS, at the start of the then-current renewal period, LICENSEE shall pay MANUGISTICS the then current annual fee in effect on the first day of each RENEWAL TERM for LICENSEE's then-current SOFTWARE END USERS licensed hereunder The SOLUTION SUPPORT PLAN FEE formula is included in this ADDENDUM

E **SOLUTION SUPPORT PLAN Cancellation** Either party may terminate SOLUTION SUPPORT PLAN at the expiration of any RENEWAL TERM by providing thirty (30) days written notice to the other party prior to such expiration However MANUGISTICS shall not terminate SOLUTION SUPPORT PLAN for LICENSEE as long as MANUGISTICS provides SOLUTION SUPPORT for SOFTWARE for any other commercial client

F **SOLUTION SUPPORT PLAN Reinstatement.** In the event that LICENSEE terminates its enrollment in SOLUTION SUPPORT PLAN, LICENSEE may re enroll in SOLUTION SUPPORT PLAN by accepting the then current version of SOFTWARE and paying (1) the then-current SOLUTION SUPPORT PLAN FEE, and (2) a reinstatement fee equal to the cumulative annual SOLUTION SUPPORT PLAN fees that would have been invoiced during the period SUPPORT PLAN FEE was terminated

G **Waiver of MANUGISTICS' Obligations** MANUGISTICS shall have no obligation to provide SUPPORT MAINTENANCE or ENHANCEMENTS for SOFTWARE to LICENSEE if (1) SOFTWARE was not used in accordance with MANUGISTICS' then current published specifications, (2) SOFTWARE was altered modified or converted by LICENSEE without MANUGISTICS' prior written consent, (3) LICENSEE's computer malfunctioned and the malfunction caused a defect in SOFTWARE, or (4) any other cause within the sole control of LICENSEE caused a defect in SOFTWARE

7 **Solution Support Plan Fee.** Upon execution, LICENSEE shall pay MANUGISTICS for the first year a SOLUTION SUPPORT PLAN FEE of eighteen percent (18%) of the LICENSE FEE for the Solution Support Plan selected below For the second RENEWAL TERM, there shall be no increase in the SOLUTION SUPPORT PLAN FEE for the same SOFTWARE and END-USERS For the third, fourth and fifth RENEWAL TERMS, the SOLUTION SUPPORT PLAN FEE shall not increase by more than eight percent (8%) annually for the same SOFTWARE and END-USERS For each RENEWAL TERM thereafter MANUGISTICS' then-current SOLUTION SUPPORT PLAN FEE shall apply for LICENSEE's then-current SOFTWARE modules and END-USERS based upon LICENSEE's election of the Premium or Standard SOLUTION SUPPORT PLAN except as mutually agreed upon by LICENSEE and MANUGISTICS The plan selected as of execution (please check one)

_____	Signature Solution Support Plan
_____	Premium Solution Support Plan
or	
XXXXXX	Standard Solution Support Plan

In the event that LICENSEE elects to exchange its enrollment in the Standard SOLUTION SUPPORT PLAN for the Premium plan LICENSEE may do so at any time by notifying MANUGISTICS of such election and paying the difference between the two plan fees MANUGISTICS may increase its fees for the standard or premium SOLUTION SUPPORT PLANs to the then-current fees or modify the terms of its SOLUTION SUPPORT PLAN packages upon notification to LICENSEE prior to the commencement of a RENEWAL TERM

Notwithstanding the foregoing, in the event that LICENSEE elects the option ("OPTION") described in Section 11 Option to license additional software,' then the annual SOLUTION SUPPORT PLAN FEE shall be fifteen percent (15%) of total LICENSE FEES (including SOFTWARE licensed initially under this ADDENDUM and SOFTWARE licensed under the OPTION) After the SOLUTION SUPPORT FEE is adjusted to fifteen percent (15%) of the total LICENSE FEES the SOLUTION SUPPORT PLAN FEE shall not increase by an amount greater than eight percent (8%) per year for SOFTWARE and END USERS for the balance of the five (5) year period noted above

8 **END-USER Certification** Upon request, LICENSEE shall provide to MANUGISTICS a certification that LICENSEE's use is in accordance with AGREEMENT and ADDENDUM, including the END-USERS and usage described hereunder

9 **Modifications.**

A **By MANUGISTICS** MANUGISTICS may upon LICENSEE's request, elect to provide the services hereunder to create a SOFTWARE enhancement pursuant to the rates listed under "SOFTWARE DEVELOPMENT" in Exhibit A attached to an ADDENDUM to this AGREEMENT and if applicable in accordance with a Strategic Development Partnership Addendum to this AGREEMENT

B **By LICENSEE** In the event that LICENSEE alters, modifies or converts SOFTWARE without MANUGISTICS prior written consent, MANUGISTICS' obligation to provide SUPPORT MAINTENANCE

and ENHANCEMENTS (as hereinafter defined) shall cease and Sections 6 and 7 of the AGREEMENT entitled "Warranty" and Indemnification" respectively shall immediately be of no force or effect.

10 **Third Party Software** LICENSEE agrees that it shall not access or use any APIs embedded in SOFTWARE except in connection with use of the SOFTWARE In addition, LICENSEE shall not run any third-party software application on any embedded software or any of its APIs Manugistics hereby acknowledges that use of the SOFTWARE according to its then-current specifications shall not violate the above restrictions of use of embedded software and APIs

11 **Option to license additional software.** If the effective date of this ADDENDUM is prior to November 16, 1999, then LICENSEE may elect by written notice delivered prior to November 3, 2001, to license the software and additional END-USERS described below

If LICENSEE elects such option, the software described in this Section 12 shall be included within the definition of SOFTWARE and subject to the terms and condition of this ADDENDUM and the AGREEMENT

If LICENSEE elects to license additional software, then LICENSEE shall pay MANUGISTICS a one time license fee of $1,382,000.00 ("LICENSE FEE") for a license for a limited number of LICENSEE's employees ("END-USERS) to access SOFTWARE Use shall be in accordance with the following table

SOFTWARE Module	Number of Planner END-USERS	Number of Management END-USERS
Advanced Manufacturing System (AMS)	Twelve (12)	NA
Transportation Management with Execution Manager (TM)	Five (5)	NA
NetWORKS/Collaborate	Unlimited	NA
Additional SUITE-WIDE USERS	Five (5)	Seven (7)

LICENSEE shall be permitted to use the AMS software module for up to five (5) plants

SUITE WIDE USERS shall be either Planner END USERS or Management END USERS who shall be permitted to access any of the VMI OAI Supply Planning, SCN fM, and NetWORKS/Collaborate SOFTWARE modules

LICENSEE shall be permitted up to five External END USERS "External END-USERS" shall be defined as partners suppliers or distributors outside of LICENSEE's organization who will be permitted to access NetWORKS software through a supported web browser

In the event that LICENSEE elects to license the MANUGISTICS Transportation Management product, MANUGISTICS will provide only U S postal data for use with such product, LICENSEE shall be responsible for securing any applicable non-U S postal data

LICENSEE may run NetWORKS software modules on a maximum of two (2) servers containing a maximum of four (4) CPUs per server

It LICENSEE elects such option, the software described in this Section 12 shall be included within the definition of SOFTWARE as used in this ADDENDUM and the AGREEMENT

12 LICENSEE warrants that, under the terms and conditions of the AGREEMENT, the OAI/Enterprise Auto Plug-in for J D Edwards OneWorld will operate substantially in accordance with MANUGISTICS then-current published specifications for that product. Relevant parts of MANUGISTICS published specifications for the OAI/Enterprise Auto Plug-in for J D Edwards OneWorld, current at the time of execution of this ADDENDUM, is attached as Exhibit B

13 The parties agree that, MANUGISTICS obligation to provide SOFTWARE under the AGREEMENT is and shall remain separate and divisible from MANUGISTICS' obligation to provide services under any other agreement between the parties

Accepted by LICENSEE

By _____
Signature

Print Name Richard F. Burghard

Title Exec V.P. Sales & Services

Date 11/19/99

Accepted by MANUGISTICS

By _____
Signature

Print Name Tom Smith

Title Director of Purchasing

Date 11/19/99

CFO, 11/20/99

Arent Fox
ATTORNEYS AT LAW

Arent Fox Kintner Plotkin & Kahn, PLLC
1050 Connecticut Avenue, NW
Washington, DC 20036-5339
Phone 202/857-6000
Fax 202/857-6395
www arentfox com

Christopher J Giaimo
202/775-5774
giaimo christopher@arentfox com

April 22, 2003

VIA FEDERAL EXPRESS

Bankruptcy Management Services
as Agent for U S Bankruptcy Court
re Exide
1330 E Franklin Avenue
El Segundo, CA 90245

Re In re Exide Technologies, Inc

Dear Sir or Madam

I have enclosed an original and one copy of a Proof of Claim to be filed in the above-referenced matter Please date-stamp the copy and return in the self addressed stamped envelop

Thank you for your assistance with this matter

Sincerely,

Christopher J Giaimo