

MarketGrabber

AlphaPlex, Inc.
6385 Corporate Drive, Suite 200
Colorado Springs, CO 80919 (719) 599-3449

License Agreement

ID 20220101

www.MarketGrabber.com

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- c. "Software" means the product provided to you, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation.

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7. TERMINATION. Vendor may terminate your license if you do not abide by the license terms. Upon termination of this license, you shall immediately discontinue using the software and shall within ten (10) days return to vendor all copies of the software or confirm that you have destroyed all copies of it. **Your obligations to pay accrued charges and fees, if any, shall survive any termination of this Agreement.** You agree to indemnify vendor and its licensors for reasonable attorney fees in enforcing its rights pursuant to this license.

8. LIMITED WARRANTY. The vendor may provide periodic corrections to the software in cases where the software does not perform as described on the web site www.MarketGrabber.com. If the vendor is providing Hosting Services to you, the vendor will install corrections at no charge to you during any time Hosting Services are being provided to you, provided you have not modified the software in any way. If you have modified the software the vendor will make corrections available for download via email and/or the vendor's web site www.MarketGrabber.com and you will be solely responsible for installation of corrections. If you are providing your own hosting services, the vendor will make corrections available for download via email and or the vendor's web site www.MarketGrabber.com for 30 days after purchase of this license to the software, or at any time you have a current support service plan in place with the vendor, and you will be solely responsible for installation of corrections.

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10. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL VENDOR OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR WORK STOPPAGE, COMPUTER FAILURE OR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE OR ECONOMIC LOSSES. IN NO EVENT WILL VENDOR OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID TO LICENSE THE SOFTWARE, EVEN IF YOU OR ANY OTHER PARTY SHALL HAVE INFORMED VENDOR OR ITS LICENSORS OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM. NO CLAIM, REGARDLESS OF FORM, MAY BE MADE OR ACTION BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE BASIS FOR THE CLAIM BECOMES KNOWN TO THE PARTY ASSERTING IT. No VENDOR Person shall be liable to Customer, any of its users, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to VENDOR's records, programs, equipment, or services.

11. PAYMENT AND PRICING. All fees are nonrefundable. All prices are in U.S. dollars and do not include any applicable federal, state, and local taxes. On any amounts not paid when due, you agree to pay interest at the rate of 1.5% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then you agree to pay the highest rate allowed by law. In addition, you agree to pay all costs of collection, including costs of litigation and reasonable attorneys' fees. A \$25 collection fee will be charged for all dishonored checks. A \$15 fee may be assessed for the following reasons: (1) late payment, (2) denied credit card charge. If hosting services are suspended for non-payment a re-installation fee will be charged if the hosting account has been terminated. The vendor may change pricing on 90 calendar days notice sent to you via email.

12. ADDITIONAL TERMS AND CONDITIONS. If you purchase Hosting services from the vendor, additional terms and conditions are located in Appendix A – Hosting Service Terms and Conditions. If you purchase Support services from the vendor, additional terms and conditions are located in Appendix B – Support Service Terms and Conditions.

13. APPLICABLE LAW. This license shall be interpreted in accordance with the laws of the State of Colorado, United States. Any disputes arising out of this license shall be adjudicated in a court of competent jurisdiction in Colorado, United States.

14. ENTIRE AGREEMENT. This license constitutes the entire agreement between the parties relating to the software and supersedes any proposal or prior agreement, oral or written, and any other communication relating to the subject matter of this license. Any conflict between the terms of this license agreement and any purchase order, invoice, or representation shall be resolved in favor of the terms of this license agreement. In the event that any clause or portion of any such clause is declared invalid for any reason, such finding shall not affect the enforceability of the remaining portions of this license.

15. ELECTRONIC SIGNATURE. By completing and submitting the licensing form on the website <http://www.marketgrabber.com> you acknowledge that you have read, understood and agree to all of the terms and conditions of this license agreement and that completing and submitting the licensing form at <http://www.marketgrabber.com> constitutes your signature to this license agreement.

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Appendix A – Hosting Service Terms and Conditions

If you purchase Hosting Service (“Services”) provided by the vendor, the following additional terms and conditions shall apply:

A.1. USAGE RESTRICTIONS. You shall not:

- a. Utilize the Services to send mass unsolicited e-mail to third parties.
- b. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party.
- c. Utilize the Services for any products or services that are prohibited under applicable law.
- d. Utilize the Services to publish or disseminate information that constitutes slander, libel or defamation, publicizes the personal information or likeness of a person without that person’s consent or otherwise violates the privacy rights of any person.
- e. Utilize the Services to cause denial of service attacks against our Company, our network providers or other network hosts or Internet users or to otherwise degrade or impair the operation of the servers and facilities of our Company, our network providers, or the servers and facilities of other network hosts or Internet users.
- f. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or auto responders other than for the your own account.
- g. Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment or disrupt the operation of the Services
- h. Utilize the Services in any manner that violates applicable law.
- i. Send more than 1,000 email messages per hour via the hosting email servers. If you need to send higher volumes of email, you will need to get your own email server or email service from a third party provider.

A.2. TERMINATION RIGHTS. You may terminate your hosting service by notifying vendor 30 days prior to your next billing cycle. Notice must be given via email to support@marketgrabber.com. If you terminate your hosting service, the vendor can provide you with a backup copy of your website on request for a \$49 fee. Backup copies of websites will NOT be released to you if you owe the vendor any fees for any services to vendor. Failure to pay for any Vendor services or software in whole or in part is not considered a notice of termination.

A.3. HOSTING CHARGES. Hosting charges commence immediately upon installation of the software and recur automatically one week prior to the start of each billing period. Hosting charges are due and payable in advance of each billing period. For example, on a quarterly billing cycle, your hosting payment must be received prior to the start of the quarterly billing cycle to avoid late fees and possible cancellation of hosting services. For payments via a credit/debit card on file, Vendor will automatically charge your card approximately one week prior to the start of your next billing cycle. Receipts for credit/debit card payment are automatically emailed to you when the payment is processed. For payments via check, your check must be received prior to the start of your next billing cycle to avoid late fees and possible cancellation of hosting services. It is your responsibility to notify vendor of new credit/debit card details, new address information and/or new phone or email information.

Appendix B – Support Service Terms and Conditions

If you purchase Support Service (“Services”) provided by the vendor, the following additional terms and conditions shall apply:

B.1. SUPPORT FOR CUSTOMERS WITH HOSTING. If you use the vendor's hosting services:

- a. Free Online Support - You may submit free support requests via our online support site at support.marketgrabber.com.
- b. Additional phone and email support is available to you for 60 calendar days from the date you pay for your software license. Phone support is available Monday through Friday, 8am-5pm Mountain Time. During non-business hours you may send your support request on-line using our support site at support.marketgrabber.com.
- c. Free self-service support is provided via our online knowledgebase at support.marketgrabber.com.

B.2. SUPPORT FOR CUSTOMERS WITHOUT HOSTING. If you do NOT use the vendor's hosting services:

Free online support is provided to you for 30 calendar days from the date you pay for your software license. You may submit your support requests on-line to the vendor via our online support site at support.marketgrabber.com.

- a. An Annual Support Service may be purchased from the vendor to provide you with support after 30 days. This section B.2 applies to Annual Support Service.
- b. You may send your support request on-line to the vendor via our online support site at support.marketgrabber.com.
- c. Phone support is not available if you do not use the vendor's hosting services.
- d. Support is not provided for any questions related to your own hosting or hosting service not provided by the vendor.

B.3. HANDLING OF SUPPORT REQUESTS. The vendor follows these procedures when handling support requests:

- a. Support requests are handled on a priority basis as determined by the vendor.
- b. Vendor will work to correct any serious operational or software problems as fast as possible, but usually no later than one business day after the support request is received.
- c. Vendor will work to answer support questions within 1-3 business days after the question(s) is received.
- d. If you have made any changes to the software and the vendor determines that your changes have caused problems with the software, the vendor reserves the right to charge you for any labor and materials costs associated with a support request you submit to vendor.

B.4. SUPPORT FOR CUSTOMIZATION SERVICES. If you purchase customization services from Vendor, 90 days of support is included for each customization delivered. If you are using our hosting services, “Delivery” is the date when we install each customization on our hosting. If you are using your own hosting services, “Delivery” is the date when we send you an installation kit/zip file that contains the customizations or the date when we install the customizations on your hosting server.

B.5. SUPPORT EXCLUSIONS. Support does not cover the following:

- a. How to questions related to programming, database changes, writing HTML, writing CSS or other technical questions. Questions must be limited to the use of the software only.
- b. Third Party Services - While you may submit questions related to 3rd party services, we do not guarantee that we can answer your questions. For example, if you have questions related to Google, we may ask that you send your questions to Google or request a consultation service from us.
- c. If you are not using vendor's hosting service, are not within 30 days of your purchase, and do not have a current Annual Support plan, then the vendor is under no obligation to provide you with support.