

MarketGrabber

Classified Ad Software & Marketplace Builder

AlphaPlex®, Inc.

2140 Hollow Brook Drive Suite 210

Colorado Springs, CO 80918

Partner Agreement 20100514

IMPORTANT - READ CAREFULLY: This Partner Agreement is a legal agreement between You and Vendor to assist in the selling of MarketGrabber Products ("Products") for which you will receive discounts to purchase the products described in this Agreement.

The Products are owned by Vendor and/or its licensors and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

This Agreement shall be effective on the date you signup for the MarketGrabber Partner Program by submitting your application at www.marketgrabber.com/partnersignup.aspx. The Agreement shall be in effect in perpetuity unless terminated by either party to the Agreement in accordance with the section of the Agreement titled "Termination" below.

1. DEFINITIONS.

"Vendor" means AlphaPlex, Inc. 2140 Hollow Brook Drive, Suite 210, Colorado Springs, CO 80918

"You", "Your", "Partner" means the person or legal entity signing this Partner Agreement.

"Products" means the software products listed on the web site www.MarketGrabber.com.

"Customer" means a company or individual that purchases Products as described in this Agreement.

"Partner Code" means an alphanumeric code assigned to You by Vendor that uniquely identifies you to Vendor.

2. OWNERSHIP. The Products are owned and copyrighted by Vendor and/or its licensors. This Agreement confers no title or ownership in the Products and is not a sale of any ownership rights in the Products. You may not remove copyright notices in the source code for the software under any circumstances. A license is required for each web site for which You purchase Products.

3. CONFIDENTIALITY. You and Vendor agree that the contents of this Agreement are confidential and shall not be shared with any other party without the express written consent of both parties to the Agreement.

4. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be construed as creating an employer-employee relationship between Vendor and You. This Agreement is a commercial agreement between businesses, not a consumer agreement. You may not under any circumstances represent Yourself as an employee of Vendor.

5. DISCOUNT. You will receive a discount for each purchase you make using the discount code that Vendor provides to you. Your customers will receive a discount for each purchase they make using the discount code that Vendor provides to you. The discount is a percentage of the total amount of software sales, excluding services. The percentage discount is established by the Vendor and will be sent to you when Vendor accepts you into the MarketGrabber Partner Program. You must generate a price quote on the Vendor's website, www.marketgrabber.com/partnerquote.aspx, in order to receive the discount.

6. TRANSFER. The parties to this Agreement may not transfer their rights granted in this Agreement under any conditions. If ownership of the Products is transferred from Vendor to another party, this Agreement will automatically terminate.

7. TERMINATION. You may terminate this Agreement at any time for any reason. If ownership of the Products is transferred from Vendor to another party, this Agreement will automatically terminate. Vendor may terminate this Agreement at any time for any reason.

8. FORCE MAJEURE. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

www.MarketGrabber.com

(866) 599-3449 or (719) 599-3449

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9. DISCLAIMER OF WARRANTY. The Products are provided on an "AS IS" basis, without any additional warranty of any kind, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

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 USE THE PRODUCTS, 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.

11. APPLICABLE LAW. This Agreement shall be interpreted in accordance with the laws of the State of Colorado, United States.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communication relating to the subject matter of this Agreement. Any conflict between the terms of this Agreement and any other representation shall be resolved in favor of the terms of this Agreement. In the event that any clause or portion of any such clause of this Agreement is declared invalid for any reason, such finding shall not affect the enforceability of the remaining portions of this Agreement and the unenforceable clause shall be severed from this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

You signify your agreement to this agreement by submitting your MarketGrabber Partner Application at: Vendor
www.marketgrabber.com/partnersignup.aspx

**AlphaPlex, Inc.
2140 Hollow Brook Drive, Suite 210
Colorado Springs, CO 80918 USA
Phone (719) 599-3449 Fax (719)388-2051**