

MarketGrabber

AlphaPlex, Inc.
2140 Hollow Brook Drive, Suite 210
Colorado Springs, CO 80918
(866) 599-3449 or (719) 599-3449

License Agreement

ID 20100209

www.MarketGrabber.com

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1. DEFINITIONS.

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- b. "You" and "Your" means the person or legal entity purchasing a license to use the Software.
- 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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6. TRANSFER. You may transfer the software and your rights under this license to another party provided that you provide the party with the software and this license, the party accepts the terms and conditions of this license as a condition of the transfer, you destroy any other copies of the software in your possession and you notify the vendor upon transfer. Your rights under this license automatically terminate upon transfer.

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

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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 90 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.

9. DISCLAIMER OF WARRANTY. Except as described in the LIMITED WARRANTY above, the software is 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. The entire risk as to the quality and performance of the software is borne by you. If you are installing the software on your own server, YOU ACKNOWLEDGE THAT YOU HAVE EXERCISED DUE DILIGENCE IN ASCERTAINING THAT THE SOFTWARE WILL RUN ON YOUR WEB SERVER AND THAT YOUR WEB SERVER MEETS THE MINIMUM TECHNICAL REQUIREMENTS TO OPERATE THE SOFTWARE AS DESCRIBED ON THE WEB SITE www.MarketGrabber.com.

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.

11. PAYMENT AND PRICING. All service 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 and the unenforceable clause shall be severed from 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 upon 30 days notice to vendor. Notice may be given via email to support@marketgrabber.com or via phone call to vendor’s office. If you terminate your hosting service, the vendor can provide you with a backup copy of your website on request for a \$25 fee. Backup copies of websites will NOT be released to you if you owe the vendor any fees for any services to vendor.

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. Phone Support is available to you for 90 calendar days from the date you pay for your software license services. Phone support is available Monday through Friday, 8am-5pm Mountain Time. During non-business hours you may send your support request on-line to the vendor via the instructions provided to you when your order is fulfilled.
- b. Online Support is provided to you after 90 days. You may send your support request on-line to the vendor via the instructions provided to you when your order is fulfilled. Online support is available to you as long as the vendor is providing hosting services to you.

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

Online Support is provided to you for 90 calendar days from the date you pay for your software license. You may send your support request on-line to the vendor via the instructions provided to you when your order is fulfilled.

- a. An Annual Support Service may be purchased from the vendor to provide you with support after 90 days. This section B.2 applies to Annual Support Service.
- b. You may send your support request on-line to the vendor via the instructions provided to you when your order is fulfilled.
- 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 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.3. 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.
- c. If you are NOT using vendor’s hosting service and you are not within 90 days of your purchase and you do not have a current Annual Support plan, then the vendor is under no obligation to provide you with any support.