

1. **Definitions:** In this agreement the following words and expressions shall have the following meanings:

"You" or "Customer" means the Driver Licensee.

"THE COMPANY" means eGrabber Inc.

"Driver" means the customized software ordered and paid by you on a work-for-hire basis for a specific use and purpose to extract information from a source, including but not limited to web sites and documents.

"Site" or "Web Site" means any web site for which you want the Driver to be developed.

2. THE COMPANY agrees to customize a DRIVER to extract information as per the written specifications agreed to by you and THE COMPANY. The specifications will contain at the minimum, the URL or web site address where the list exists, a sample image of the web site and a sample mapping of the extracted fields.
3. THE COMPANY will be relying on you to do due diligence and ensure that it is legal for THE COMPANY to develop the specified DRIVER to extract content from the specified site. You have to ensure development of such DRIVER does not violate any laws or contractual obligations of the customer, Government Laws or the rules of the web site. THE COMPANY will be strictly acting as a contractor who does work for hire for the customer in this regard.
4. On work performed as part of this agreement THE COMPANY retains rights to all intellectual property, source code and copyright. You will get limited usage rights of the DRIVER (executable binary), as per the terms specified in this agreement.
5. Pirating of data is prohibited - Some third party web sites and portals prohibit the use of automated capture tools like this DRIVER to capture data, and other sites place restrictions on how captured data can be used. This agreement expressly prohibits the use of this DRIVER to capture data from such third party web sites and documents, as well as using such captured data in a manner where it is illegal to do so. THE COMPANY can offer you no opinions on the legality of capturing any data, even if capability to capture such data is included in this DRIVER. It is your responsibility to make sure you have the relevant rights to capture and store the data the way you plan to, before using this DRIVER.
6. **BACKUP THIS DRIVER** - THE COMPANY does not take responsibility to maintain a copy of this DRIVER. It is your responsibility to maintain a backup copy of this DRIVER on another PC or on a CD, for use in the event of catastrophic loss such as hard disk crash or loss of your working PC in any other manner.

The COMPANY does not officially maintain or release backup of this type of DRIVER. If you need a new or replacement copy, you will need to pay the full custom driver development price as per the new rates.

7. You agree to pay for the DRIVER in full at the time of placing the order.
8. On the date the DRIVER is delivered, if the Driver is not more than 95% accurate per the agreed upon specifications, the customer has the option to request to return the driver and request a full refund for the amount paid for the driver.

Please note, THE COMPANY is not able to guarantee 100% accuracy because THE COMPANY does not control how the data on the 3rd party web site is displayed.

9. THE COMPANY understands that the customer has no control over the site where the data exists and there could be those random unforeseen occasions that the web site could be updated with a new format. As a courtesy, THE COMPANY will make modifications to DRIVER at no charge if the web site changes with 10 days of eGrabber delivering a functioning DRIVER. Any other updates to the DRIVER will be treated as a new order.
10. The DRIVER will be compatible only with the version of the eGrabber software that is specified in the specification. The DRIVER will only be compatible with the version of that eGrabber software being sold at the time of the order. If the eGrabber software is updated, this DRIVER might not be compatible. You are advised to test DRIVER compatibility with a new version of the eGrabber software, before upgrading.
11. This DRIVER is licensed only to you, and may not be transferred to anyone without the prior written consent of THE COMPANY.
12. Each DRIVER contract and payment covers only for one license of eGrabber software. This means that you can use the DRIVER only in one computer at any given point of time. If the DRIVER is to be used in more than one computer it has to be purchased separately.
13. Customer support will be available for the DRIVER only at the time of delivery. Any additional training or support will be charged separately.
14. On accepting the Terms and Conditions specified in this DRIVER License Agreement, the Customer shall provide the following details that are essential for the development of the DRIVER. The information provided will be private and confidential.
  - a. Login and Password for the web site (wherever applicable)
  - b. Search Criteria / Terms used
  - c. Detailed Steps to navigate to the web page containing the list
  - d. Fields to be extracted from the web site
  - e. Name of the field(s) under which the non-contact related data should be extracted into
  - f. Any other relevant information

**Note:** eGrabber does not entertain automated "spidering" of data from the entire web site.

The validity, construction and performance of this agreement is governed by the laws of California.

**Indemnification** - You indemnify THE COMPANY and hold THE COMPANY harmless for all damages, losses and costs (including, but not limited to, reasonable legal fees and expenses) arising out of all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your accessing or importing content that violates or infringes third party rights or applicable laws; (2) any content you extract; or (3) any method or process or activity in which you engage on or through the DRIVER.

**COMPLETE AGREEMENT** - This Agreement is the complete DRIVER License Agreement between you and THE COMPANY, and supersedes all prior negotiations, agreements, and understandings concerning its subject matter. The interpretation of this Agreement may not be explained or supplemented by any course of dealing or performance, or by usage of trade.

If you have any questions concerning this Agreement, or if you desire to contact THE COMPANY for any reason, please contact in writing.

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