

This legal document is an Agreement between you, the end user, and eGrabber (THE COMPANY). By signing this Agreement, you are agreeing to become bound by the terms of this agreement, which includes a software license and disclaimer of warranty.

This agreement constitutes the complete agreement between you and THE COMPANY.

## TERMS USED

"Subscription-License-Software" refers to Software whose license expires after the subscription period. "Non-Subscription-License-Software" refers to Software that don't have a license expiry date. "Software" or "Product" refers to both Subscription-License-Software & Non-Subscription-License-Software.

1. Each of the above licenses has different rights as explained in this Agreement.
  - a. **GRANT OF LICENSE FOR SUBSCRIPTION-LICENSE-SOFTWARE - THE COMPANY** grants to you, the Licensee, and your affiliates a worldwide, royalty free non-exclusive right to use the computer program (the "Software") provided hereunder and updated from time to time in accordance with the terms set forth in this agreement (the "Agreement"). The license allows you to use the Subscription-License-Software for the period subscribed by you (one month, three months, six months or one year).
  - b. **GRANT OF LICENSE FOR NON-SUBSCRIPTION-LICENSE-SOFTWARE - THE COMPANY** grants to you, the Licensee, and your affiliates a worldwide, royalty free non-exclusive right to use the computer program (the "Software") provided hereunder and updated from time to time in accordance with the terms set forth in this agreement (the "Agreement").
2. **OWNERSHIP OF SOFTWARE - THE COMPANY** retains title and ownership of the Software recorded on the original media and all subsequent copies of the Software.
3. **COPY RESTRICTIONS - The Software and accompanying written materials are copyrighted.** Unauthorized copying of any part of the Software or of any accompanying written material is expressly forbidden. However, you may make a reasonable number of copies of the Software and accompanying documentation for your personal backup purposes.
4. **BACKUP THIS SOFTWARE - IT IS YOUR RESPONSIBILITY TO MAINTAIN A BACKUP COPY OF THIS SOFTWARE 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.**

As a courtesy, THE COMPANY will maintain links to download Non-Subscription-License-Software that were sold in the past 365 days on THE COMPANY'S support web page. If the version of Non-Subscription-License-Software you purchased is not on the support web page, you will be able to purchase the latest version at the published upgrade price for the Non-Subscription-License-Software, after you provide proof of owner of the original Non-Subscription-License-Software.

5. **TRANSFER RESTRICTIONS - This Software is licensed only to you, and you agree that you will not transfer, rent, loan, sub-license or host the Software without the prior written consent of THE COMPANY.**

You may only make a one-time permanent transfer of the Software in its entirety to another end user, provided you retain no copies and you transfer all of the Software including all component parts, media and printed materials, upgrades, this license agreement AND the recipient agrees to the terms of this license agreement.

6. **TERMINATION OF LICENSE** - The License will terminate automatically without notice from THE COMPANY if you fail to comply with any provision of this agreement or if you use this Software in a manner that you violate any local, state or federal laws; even if capability to undertake such activity is included in this Software.

If you are subscribed to an automatic payment or automatic renewal option, either party can provide 30 days (for one year subscription) or 7 days (for one month subscription) written notice before the end of subscription period to terminate the agreement.

If you are not on auto renewal or auto payment, your Software will stop working at the end of the subscription period. You will have to purchase new Software to continue using the program.

Upon termination, you must destroy the accompanying written materials and all copies of Software.

7. **WARRANTY**

**General Warranties.** THE COMPANY warrants that: (i) it is duly organized and validly existing under the laws of its state of organization and has full right, power, and authority to enter into and perform its obligations under this Agreement; (ii) it is not and will not be bound by any agreement, nor has it assumed or will it assume, any obligation, which would in any way be inconsistent with or breached by THE COMPANY'S performance of its obligations under this Agreement; (iii) it has obtained all necessary licenses, permits, and other requisite authorizations, has taken all actions required by applicable laws or governmental regulations in connection with its business as now conducted and its ability to perform its obligations under this Agreement; and (iv) it has complied with or will comply with all applicable international, federal, state, local laws and ordinances now or hereafter enacted, including data protection and privacy laws.

**Performance Warranty.** For a period of ninety (90) days after you accept the Software (the "Software Warranty Period"), THE COMPANY represents and warrants that the Software shall be free from any failure to conform to the accompanying documentation (an "Error").

**No Worms, Bombs or Backdoors.** THE COMPANY represents and warrants that no component of any of the Software provided by THE COMPANY hereunder includes any virus or any feature or function that may enable THE COMPANY or any third party: (i) to discontinue your effective use of any such Software or any data provided by THE COMPANY; (ii) to erase, destroy, corrupt or modify any of your data without your consent; (iii) to bypass any internal or external software security measure to obtain access to your data without your consent or knowledge; or (iv) to replicate, transmit, or activate any Software or data without control of a person operating the computing equipment on which it resides THE COMPANY shall immediately provide to you written notice in reasonable detail upon becoming aware of the existence of any computer virus or any of the foregoing features or functions contained in the Software. In the event THE COMPANY discovers the existence of any virus in the Software, THE COMPANY shall use its best efforts to cooperate with you, at THE COMPANY'S expense,

to effect the prompt removal of the same from the Software and repair any files or data corrupted thereby.

ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. REVERSE ENGINEERING - You may not yourself or through a third party reverse engineer, decompile or disassemble the Software except, and only to the extent such activity is expressly permitted by applicable laws notwithstanding this limitation.
9. PARTIAL USE - This Software may not be used to develop a competitive product without express written consent from THE COMPANY.

10.

- a. UPGRADES FOR SUBSCRIPTION-LICENSE-SOFTWARE - This license entitles you to free upgrades of the Subscription-License-Software for the subscription period. Following the upgrade, you may use the resulting upgraded Subscription-License-Software only in accordance with this license agreement and you may not sell or re-use the upgraded Subscription-License-Software or the original Subscription-License-Software.
- b. UPGRADES FOR NON-SUBSCRIPTION-LICENSE-SOFTWARE - If this Non-Subscription-License-Software is issued as an upgrade, you must be properly licensed to use the Non-Subscription-License-Software identified by THE COMPANY as being eligible for the upgrade. Following the upgrade, you may use the resulting upgraded Non-Subscription-License-Software only in accordance with this license agreement and you may not sell or re-use the upgraded Non-Subscription-License-Software or the original Non-Subscription-License-Software.

11.

- a. UPDATES FOR SUBSCRIPTION-LICENSE-SOFTWARE - Certain components of this Subscription-License-Software are required to be updated automatically from time to time due to changes in Address formats and Webpage formats which are not within THE COMPANY's control. This license entitles you to free updates of the Subscription-License-Software for the subscription period.

These updates are designed to improve, enhance and further develop the Subscription-License-Software and may take the form of bug fixes, enhanced functions, new Software modules and completely new versions. You agree to receive such updates (and permit THE COMPANY to deliver these to you) as part of your use of the Subscription-License-Software.

THE COMPANY will try to maintain the consistency of results by providing Subscription-License-Software updates as and when required. However, due to the dynamic nature of the Internet, THE COMPANY cannot guarantee that websites that are supported and/or accessible at the time of purchase will be supported and/or accessible in the future.

THE COMPANY does not warrant to integrate with all views, formats and modes available in each of the websites or applications listed as being supported by the Subscription-License-Software. THE COMPANY does not promise to add all features that are technically feasible into the Subscription-License-Software. THE COMPANY will be the sole decision maker on what integrations to support and what features to add now and in the future. As long as it is technically feasible, THE COMPANY will try to support all features and integrations as provided when the Subscription-License-Software was purchased. If you need support for functionality that is not in the Subscription-License-Software on the day you purchased it, you can request for a price quote as a custom project. All development, testing, QA and project management costs will be added in the quote provided for such requests.

- b. UPDATES FOR NON-SUBSCRIPTION-LICENSE-SOFTWARE - Certain components of this Non-Subscription-License-Software are required to be updated automatically from time to time due to changes in Address formats and Webpage formats which are not within THE COMPANY's control.

You shall have the right to obtain Component Update(s) free of cost only for 90 Days. However, you can purchase subscription to Component update(s) for additional fee after the free period of 90 Days to continue receiving such updates, but for the subscribed period only. This License does not otherwise permit the licensee to obtain and use Component Updates.

These updates are designed to improve, enhance and further develop the Non-Subscription-License-Software and may take the form of bug fixes, enhanced functions, new Software modules and completely new versions. You agree to receive such updates (and permit THE COMPANY to deliver these to you) as part of your use of the Non-Subscription-License-Software.

THE COMPANY will try to maintain the consistency of results by providing Non-Subscription-License-Software updates as and when required. However, due to the dynamic nature of the Internet, THE COMPANY cannot guarantee that websites that are supported and/or accessible at the time of purchase will be supported and/or accessible in the future.

THE COMPANY does not warrant to integrate with all views, formats and modes available in each of the websites or applications listed as being supported by the Non-Subscription-License-Software. THE COMPANY does not promise to add all features that are technically feasible into the Non-Subscription-License-Software. THE COMPANY will be the sole decision maker on what integrations to support and what features to add now and in the future. As long as it is technically feasible, THE COMPANY will try to support all features and integrations as provided when the Non-Subscription-License-Software was purchased. If you need support for functionality that is not in the Non-Subscription-License-Software on the day you purchased it, you can request for a price quote as a custom project. All development, testing, QA and project management costs will be added in the quote provided for such requests.

- 12. RESERVATION OF RIGHTS - THE COMPANY reserves all rights not expressly granted to you in this license agreement.

13. LICENSE KEY DISCLOSURE - You may not disclose to any other person or organization your license key, unless you receive specific written consent to do so from THE COMPANY. You agree to store it and keep it confidential and to notify THE COMPANY immediately if you have any reason to believe that you lost your license key.
14. LICENSE KEY REGISTRATION - There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software, and automatic processes provide live updates to Software and routinely optimize Software for normal customer usage. You agree that THE COMPANY may use these measures to protect against Software piracy. This Software may contain enforcement technology that limits the ability to use the Software on multiple computers. This Agreement and the Software containing enforcement technology require license key registration as further set forth during installation and in the Documentation. Verification of the license key happens at periodic intervals and requires the computer to be connected to the Internet. Internet connection failure during the registration check will not allow functioning of the Software.
15. HOSTING - You may install the Software on ONLY ONE PC at any given point of time and you may not permit or enable other individuals to use the Software over a public access network of any kind including, but not limited to, Internet, intranet, bulletin boards, phone or mobile; unless you receive specific written consent to do so from THE COMPANY.
16. CONSENT TO USE OF DATA: You agree that THE COMPANY may collect and use data related to the Software, if any, gathered from your computer as part of the product support services provided to you. THE COMPANY may use this information solely to improve the products or to provide customized services or technologies to you and will not otherwise use or disclose this information in any form. This section shall survive termination or expiration of this Agreement.
17. RESTRICTIONS ON USE - eGrabber tool , should be viewed as a smart copy-paste tool that captures data that is in the public domain & web. eGrabber does not own the data we capture from web & public domain – as such we can't offer any usage rights. Your company needs to make a determination as to what rights you have to data that you capture on the web and act accordingly.
18. EMAILING RESTRICTIONS - THE COMPANY will not be liable if your web site or emails are blocked because of actions taken by this Software on your behalf. The Software could fail occasionally, even though it performs as expected most of the time. You are expected to monitor periodically to ensure the Software is performing as expected by you.
19. EMAILING LIMITS - It is your responsibility to make sure you have the relevant email opt-in permissions, before using this Software to send emails.
20. USAGE LIMITS - THE COMPANY recommends you to acknowledge and agree to the Software usage limits as described in the product FAQs of THE COMPANY's web site ([www.egrabber.com](http://www.egrabber.com)). This includes, but not limited to, grabbing, appending and validating contact information.

THE COMPANY will not be liable if your access, or the access of other users on your network, to third party web sites and search engines is blocked because of actions taken by this Software

on your behalf. THE COMPANY cautions that you use this Software in moderation. You should use it in much the same way as you would use an assistant who gets the data for you.

Some third party sites have daily limits on how many contacts you can grab per day or per a given period. THE COMPANY recommends you not to exceed such grabbing limits when using this Software.

THE COMPANY is constantly optimizing the Software usage limits to provide the best usage for you. You acknowledge and agree that the Software usage limits will change from time to time without prior notice to you.

21. **PIRATING OF DATA IS PROHIBITED** - 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 Software. Some web sites and portals prohibit the use of automated capture tools like this Software to capture data, and other sites place restrictions on how captured data can be used. This agreement expressly prohibits the use of this Software to capture data from such 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 Software.

22.

- a. **PAYMENT AND BILLING** - Payments must be made in advance unless otherwise mutually agreed upon and as specified in the invoice. Not all eGrabber Software are eligible for an alternate payment plan. No monthly invoicing service is available. All payment obligations are non-cancellable and all amounts paid are non-refundable. THE COMPANY will automatically follow the billing process in accordance to the terms agreed upon in the invoice.
- b. **NON-PAYMENT AND TERMINATION** - THE COMPANY reserves the right to automatically suspend or terminate this agreement if you default on your payment or if your account becomes delinquent (falls into arrears).
- c. **REFUNDS** – THE COMPANY offers fully functional trial versions for the users to evaluate if the Software's functionality is suitable. As such, THE COMPANY has a 'no refund' policy. However, if there are extenuating circumstances where THE COMPANY determines some refund is due, the following formula will be used.
  - If subscription is based on total usage count of any type – No refund will be due if more than 30% of usage count was used. If the usage was less than 30%, the formula given below under "If subscription is NOT based on total usage count of any type" will be used. Example – if the subscription had a 4,000 annual limit. Refunds will be due only if usage was less than 1,200 (30% of 4,000).
  - If subscription is NOT based on total usage count of any type – For refund computation, the monthly usage cost will be computed at 33% of the annual published MSRP for the product. The entire annual subscription cost of the Software is amortized within the first 3 month term for computing the refund. No refund will be due under any circumstances upon expiration of 3 months. Only the unused portion of the first 3 month term will be eligible for a refund. The term of

usage is assumed to begin on the date the Software was registered or one week from the issuance of the key, whichever is earlier and ends the day the Software was last unregistered and refund requested. You must unregister the Software before seeking a refund from THE COMPANY, so as to establish the usage period. The annual subscription price paid by you will be taken as the basis for such calculation. Example – if the annual MSRP of the product was \$3,495 (regardless of what you paid). Usage will be computed at \$1,153 (33% of \$3,495) for refund computation of unused amount. The usage amount will be deducted from the actual amount paid (not any listed price). No refund will be due for monthly licenses of any sort.

THE COMPANY reserves the right to automatically suspend or terminate this agreement where it is no longer viable to support you, at the sole discretion of THE COMPANY. You will be eligible for refund only for the unused amount of your subscription based on the formula stated above.

- d. **LICENSE EXTENSION For Prompt Reporting of Grab Failure** - If "Grab" command, on a website you have been leveraging regularly, fails to grab the data we advertise, you will be eligible for license extension on the days you report While Not Working. No credit will be given if you report after the failure is fixed. To get an extension, you must send a written email to [support@egrabber.com](mailto:support@egrabber.com) with the exact URL and nature of failure you are currently experiencing. As a courtesy your Software license will be extended by the days you tried & reported as not working, if eGrabber can verify that the website is functional and all required data is provided but the failure is in the Software and is deemed fixable. (Please see Section 11, some problems are not fixable such as text now appearing as image). You will receive written notification of license extension within 2 business days. You cannot claim license extension, if you do not report the problem in writing on days of attempted Grab usage and failure.

eGrabber has no control on what content websites provide and in what formats they provide the data. They could provide different fields, present data in the form of images, information in several formats or information not accessible via copy command or place other restrictions. As part of this license agreement, eGrabber is only committed to support sites, fields and formats as they existed and supported by the Software at time of your purchase. If you need support for substantially new formats, we might be able to develop custom drivers at an additional cost. Please see sections 11a and 11b for more on the topic of handling website changes.

23. **AFFILIATION DISCLAIMER** - THE COMPANY is not affiliated or connected in any manner to any third party web sites and search engines, including but not restricted to, online directories, listings, job boards, yellow pages and white pages directories. THE COMPANY recommends you to read license agreements of these third party web sites and ensure you do not violate any Government Laws or rules of the third party web sites before using the Software. You agree that THE COMPANY is not responsible for any such violations committed by you using the Software.

DO NOT USE THE SOFTWARE IN ANY CASE WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY OR BUSINESS MAY HAPPEN IF AN ERROR OCCURS, YOU EXPRESSLY ASSUME ALL RISK FOR SUCH USE.

EXCEPT AS STATED HEREIN, THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULT OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE SOFTWARE. IF THE SOFTWARE OR WRITTEN MATERIALS ARE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR OR CORRECTION.

EXCEPT AS STATED HEREIN, THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESSES OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

Some states do not allow limitations on how long an implied warranty lasts, or exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which may vary, from state to state.

24. **DISCLAIMER ON ACCURACY - THE COMPANY** does not guarantee results found by this Software to be 100% accurate. These results are only our Software's best guess based on information analyzed at the time of search. This Software does not conduct an extensive search or analysis of all available information on the Internet. The Software only conducts analysis on a small sample of documents to make a guess.

One reason why this Software cannot guarantee accurate results is because there are many similar names of people, universities, hospitals, companies, cities, locations and institutions. It is quite possible that two people can have similar foot prints of contact information on the Internet. As such, it is sometimes difficult to distinguish which contact information corresponds to each person.

You are advised not to use the results AS IS. THE COMPANY recommends you to verify through alternate channels the validity of data being provided by the Software before using it in any manner.

The results found by this Software may seem inconsistent for the same search conducted at different times. The Software relies on various search engines and web sites to aggregate information from the Internet. THE COMPANY does not control the data on these search engines and third party web sites. As such, the Software will not be able to guarantee the same results at all points of time.



THE COMPANY is constantly innovating in order to provide the best possible experience for you. You acknowledge and agree that the form and nature of the results provided and the user interface will change from time to time without prior notice to you.

As part of this continuing innovation, you acknowledge and agree that THE COMPANY may stop (permanently or temporarily) supporting the Software (or any features within the Software) at THE COMPANY's sole discretion, without prior notice to you. You may stop using the Software at any time by unregistering the Software and informing THE COMPANY. You will be entitled to a refund as per the refund policy set forth in this document.

25. **BACKUP OF DATA** - It is your responsibility to save and/or backup any and all data gathered using this Software. THE COMPANY is not responsible for any loss of data that occurs.

26.

- a. **LIMITATION ON SUIT** - You agree that any suit or other legal action or any arbitration relating in any way to this Agreement or to the Software **MUST** be officially filed or officially commenced no later than **ONE (1) YEAR** after you become aware of the issue giving rise to the suit.
- b. **LIMITATION OF LIABILITY** - EXCEPT FOR THE COMPANY'S OBLIGATIONS UNDER SECTION 26C BELOW, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE.
- c. THE COMPANY shall defend you against any claim, demand, suit, or proceeding ("Claim") made or brought against you by a third party alleging that the Software or your use of the Software as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify you for any damages finally awarded against, and for reasonable attorney's fees incurred by you in connection with any Claim; provided that you (a) promptly give THE COMPANY written notice of the Claim, (b) give THE COMPANY sole control of the defense and settlement of the Claim (provided that THE COMPANY may not settle or defend any Claim unless it unconditionally releases you of all liability), and (c) provide to THE COMPANY all reasonable assistance, at THE COMPANY's expense.
- d. **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 Software.

27. **GOVERNING LAW AND FORUM** - All disputes arising out of, under, or related to this Agreement will be brought exclusively in the state or federal courts located in Santa Clara County, California, USA.

28. **COMPLETE AGREEMENT** - This Agreement is the complete Software 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.

eGrabber Inc.  
1340 S. De Anza Blvd., Suite #106  
San Jose, CA 95129  
USA