

VALUSOURCE TECHNICAL SUPPORT AGREEMENT

THIS TECHNICAL SUPPORT AGREEMENT (“Agreement”) is made between ValuSource, LLC (“Company”) and any person (“Client”) who completes the registration process to open and maintain a technical support account with the Company.

BY ACCESSING AND USING TECHNICAL SUPPORT AS PROVIDED BY COMPANY, CLIENT EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLIENT MUST NOTIFY COMPANY AND IMMEDIATELY DISCONTINUE ACCESS TO COMPANY’S TECHNICAL SUPPORT SERVICE. UNDER NO CIRCUMSTANCES WILL REFUNDS BE GIVEN FOR EARLY TERMINATION OF THIS AGREEMENT. THIS AGREEMENT IS APPLICABLE FOR ALL RELEASED VERSIONS OF COMPANY’S SOFTWARE (“Software”) EXCLUDING BETA AND/OR EVALUATION VERSIONS. THIS AGREEMENT MAY BE AMENDED FROM TIME- TO-TIME AT THE SOLE DISCRETION OF COMPANY.

1. Technical Support Terms

a. *Description.* This Agreement covers extended technical support provided by Company for Software. Technical support comprises telephone support, email support, web based support and program updates. The Technical Support Department is available Monday-Friday between 8:00 AM and 5:00 PM MST. The scope of this service covers questions and issues relating only to software purchased from Company. Specifically, questions related to Microsoft® Windows and Microsoft® Office are not covered under this agreement. Technical support will only be provided on the main toll phone number 719-548-4900. We will, to the best of our ability, resolve technical support issues in a prompt, professional manner. We cannot guarantee that each issue presented by a Client will be resolved to a Client’s satisfaction and we cannot guarantee resolution for technical issues caused by software/hardware errors, defects and conflicts, or issues that require proprietary information. .

b. *Requirements* Client shall be solely responsible for providing, maintaining and ensuring compatibility with the technical support service, all hardware, software, electrical and other physical requirements for Client’s use of the technical support service including, without limitation, telecommunications and Internet connection(s), ISP, web browsers and/or other equipment, programs and services required to access and use the technical support service. Client agrees that some problems can only be solved by allowing Company’s support representatives to connect to Clients machine via the internet over high speed internet connections. Client agrees to both provide a high-speed (Cable, DSL or T1) internet connection and cooperate with support representatives in connecting to Client’s computer. Client also agrees that use of this connection is at Client’s sole risk and that Company shall not be responsible for any adverse events that occur as a result of the connection. Regardless of access point, Client is responsible for all telephone and/or internet connection fees related to Client’s use of the technical support service.

c. *Accessibility and Function.* Client agrees that from time to time, the technical support service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment (hardware) malfunctions, (ii) software malfunctions, (iii) unavailability of live support operators, or (iv) causes beyond the reasonable control of Company or which causes are not reasonably foreseeable by Company.

d. Services Provided/Limitations

i. Company shall provide technical support for issues that do not require consulting services. The employees at Company providing technical support shall determine the distinction in their sole discretion between technical support and consulting. Consulting require an additional hourly consulting fee and shall be billed at the Company’s current rates for consulting.. Company’s technical support specialist can provide more details.

ii. Company may, at its discretion, choose not to support prior releases of the software when an updated or upgraded version is available.

iii. Company is not liable to support the Software if the Client has modified it or if Client chooses not to use the most up-to-date version of the software.

iv. *Updates and Upgrades:* Company may make periodic corrections, changes, improvements, and/or enhancements to the software as they become available. Updates are defined as minor corrections or changes. Upgrades are defined as significant changes, improvements or enhancements, which result in new versions of the software. The determination of whether a new release is an Upgrade or Update is at the sole discretion of the Company.

(a.) Updates shall be provided to the Client on an as-needed basis. Contents and release dates of all updates are solely determined by the Company. The Client shall be required to install updates in a timely manner after receiving the update to insure prompt, quality support from Company.

(b.) Upgrades shall be made available to Clients who are on the Extended Technical Support Agreement at a discount of 25% from market price for each upgrade.

v. All intellectual property as provided to Client by Company during the support process including any copyrights, shall be owned by the Company, including all ideas, and suggestions provided by client, whether verbal, in writing or provided electronically. Company shall protect its intellectual property interests to the fullest extent of the law.

e. Fair Usage Policy Although there is no limit to the amount of support a Client may request, we reserve the right to monitor and record the nature and amount of support requested by a Client. Each Client must abide by a "fair usage" policy whereby each client's usage of support may not exceed the level of use an average client is reasonably expected to use. If Company determines in our sole discretion that a Client is requiring support in amounts that are greater than reasonably expected, we may immediately terminate or suspend services to such Client. Under no circumstances will refunds be given if services are terminated or suspended.

2. Client Representations

Client represents and warrants to Company that: (a) Client is over the age of eighteen (18) and has the power and authority to enter into and perform Client's obligations under this Agreement, (b) all information provided by Client to Company is truthful, accurate and complete, (c) Client is the authorized signatory of the credit or charge card provided to Company to pay the Fees, (d) Client shall comply with all terms and conditions of this Agreement including, without limitation, the provisions set forth in section 3, (f) Client has provided and shall provide accurate and complete registration information including, without limitation, Client's legal name, address and telephone number.

3. Fees and Payment

a. Fees If a support agreement is renewed within 30 days of its expiration date or purchased within 90 days of the original software purchase (i.e. not an upgrade), the fee for extended support for twelve (12) months is \$295 for single user software licensees and \$495 for multi-users software licensees. If a support agreement is renewed after 30 days of its expiration date or after 90 days of the original software purchase (i.e. not an upgrade), the fee for extended support for twelve (12) months is \$395 for single user software licensees and \$595 for multi-users software licensees. Services pursuant to this agreement shall be provided, upon Client acceptance of the complete terms of this Agreement and remittance of the fee. The extended support fee must be purchased in twelve (12) month intervals and are subject to auto-renewal as set forth in section 3(b). Fees are subject to change at the sole discretion of Company.

b. Term/Automatic renewal. The term of this agreement shall begin upon Clients' commencement of the support services and may be automatically renewed on an annual basis. If client elects automatic renewal, termination by Client or Company prior to automatic renewal of term must be supplied in written form at least 30 days prior to the expiration of the current term and must comply with the termination procedures set forth in Section 5 of this Agreement. Client is urged to contact Company to confirm renewal prices and terms prior to the expiration of the current subscription term.

4. Termination

This Agreement is effective upon Clients acceptance as set forth herein and shall continue in full force until terminated. Client may terminate this Agreement for any reason, but is not entitled to any refund of paid fees. Company reserves the right, in its sole discretion and without prior notice to Client, at any time and for any reason, to: (a) remove or disable access to technical support services, and (b) terminate this Agreement.

5. Disclaimer of Warranties

TECHNICAL SUPPORT IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF TECHNICAL SUPPORT IS AT CLIENT'S SOLE RISK. COMPANY DOES NOT WARRANT THAT THE TECHNICAL SUPPORT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. COMPANY IS ABSOLUTELY NOT RESPONSIBLE, EITHER DIRECTLY OR INDIRECTLY, FOR THIRD PARTY ACTIONS ARISING FROM THE CLIENT'S USE OF THE TECHNICAL SUPPORT SERVICE. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SOFTWARE/SERVICE. COMPANY MAKES ABSOLUTELY NO WARRANTIES WITH REFERENCE TO THIRD PARTY VENDORS' SOFTWARE AND/OR TECHNICAL SUPPORT SERVICES.

6. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY, DIRECTLY OR INDIRECTLY, BE LIABLE TO CLIENT OR ANY OTHER PERSON, ENTITY, PARTNERSHIP, ORGANIZATION, ASSOCIATION OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE/SERVICE, INCLUDING, WITHOUT LIMITATION, CLIENTS USE OR INABILITY TO USE THE TECHNICAL SUPPORT SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE TECHNICAL SUPPORT SERVICES, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, RELEVANCE OF DATA, ANY TRANSACTION OR AGREEMENT ENTERED INTO BASED ON DATA ACCESSED THROUGH THE TECHNICAL SUPPORT SERVICE, OR ANY DATA OR MATERIAL FROM A THIRD PARTY ACCESSED ON OR THROUGH THE TECHNICAL SUPPORT SERVICE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY FOR ANY DAMAGES EXCEED THE TOTAL ANNUAL SUPPORT FEES PAID BY THE CLIENT TO COMPANY HEREUNDER. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO CLIENT. IF CLIENT IS DISSATISFIED WITH THE TECHNICAL SUPPORT SERVICE, CLIENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR CLIENT TO DISCONTINUE USE OF THE TECHNICAL SUPPORT AGREEMENT SERVICE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 4. UNDER NO CIRCUMSTANCES WILL REFUNDS BE GIVEN FOR EARLY TERMINATION OF THIS AGREEMENT. COMPANY IS NOT

LIABLE FOR ANY ITEMS VIEWED OR TRANSMITTED VIA THE TECHNICAL SUPPORT SERVICE. COMPANY IS NOT OBLIGATED, DIRECTLY OR INDIRECTLY, TO TAKE ANY STEPS TO PREVENT OR CORRECT ANY ILLEGAL, ABUSIVE OR OTHERWISE INAPPROPRIATE ACTIVITY PERFORMED BY CLIENT, NOR IS COMPANY OBLIGATED, DIRECTLY OR INDIRECTLY, TO ARCHIVE OR OTHERWISE MAINTAIN OTHER REPRODUCTION OF THE CONTENT THAT APPEARS OR IS TRANSMITTED ON THE TECHNICAL SUPPORT SERVICE AND/OR PREVIOUS VERSIONS OF THE SOFTWARE FOR FUTURE REFERENCE. COMPANY IS NOT LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY ACTION OR INACTION WITH RESPECT TO THE TECHNICAL SUPPORT SERVICE.

7. Indemnification

Client agrees to indemnify, hold harmless and defend Company, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, entity, partnership, organization, association or otherwise, arising out of or relating to: (a) this Agreement, (b) Client's use of the technical support service, including any data or work transmitted or received by Client, and (c) any unacceptable use of the technical support services.

8. Miscellaneous

a. Amendment. Company shall have the right, at any time and without prior written notice to or consent from Client, to add to or modify the terms of this Agreement, simply by delivering such amended terms to Client by e-mail at the address provided to Company by Client or by requiring the Client to accept an updated Agreement upon accessing the technical support service. Client's access to or use of the technical support service after the date such amended terms are delivered to Client shall be deemed to constitute acceptance of such amended terms.

b. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

c. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be enforced to the maximum extent possible and the other provisions shall remain fully effective and enforceable.

d. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. Client hereby consents to notice by e-mail. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

e. Governing Law. This Agreement is made in and shall be governed by the laws of the State of Colorado without reference to any conflicts of laws.

f. Dispute Resolution. Any and all disputes relating to or arising out of this Agreement including, but not limited to, the arbitrability and the validity of this Agreement shall be resolved by binding arbitration in Denver, Colorado.

g. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

h. *Survival.* The terms and provisions of sections 2, 3, 5, 6, 7, and 8 shall survive any termination or expiration of this Agreement.

i. *Entire Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the technical support service and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the technical support service.