

AgoraCX

Terms of Service

Welcome to the AgoraCX System!

*We are glad you're here. Thank you for your participation
in our program and for using our services.*

AgoraCX IS A WEB BASED SOFTWARE PLATFORM DESIGNED TO STREAMLINE THE ORDERING AND PURCHASING PROCESS BY CREATING A PRIVATE ONLINE MARKETPLACE WHERE BUYERS AND SELLERS CAN REQUEST QUOTES, PLACE ORDERS, PURCHASE GOODS OR SERVICES, AND OTHERWISE TRANSACT BUSINESS IN A SEAMLESS MANNER OVER THE INTERNET. **AgoraCX** IS OWNED BY COREXPAND, LLC. THESE *TERMS OF SERVICE*, TOGETHER WITH COREXPAND'S PRIVACY POLICY PROVIDED TO YOU ON THIS WEBSITE (collectively, sometimes referred to as the "TERMS of SERVICE" or the "AGREEMENT"), GOVERN YOUR CONTINUING USE OF THE SITE AND/OR SERVICES.

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1. Definitions

"Account ID" means the selection of a unique name and password upon sign up that will be used for your account to log on to the Site. The Primary System Administrator, all System Administrators, and all Users will be required to create unique Account ID's. Visitors are not required to create an Account ID.

"Additional CoreXpand Services" means any additional services, features, products, applications, or promotions provided by CoreXpand or made available to you through the Site and/or Services.

"AgoraCX" means a web based software platform described in the opening paragraph of these TERMS OF SERVICE.

"Buyer" means an individual who has been granted access by a System Administrator as a buyer or has self-registered as a buyer on the organization home page registration portal of the Master Account. A System Administrator may sometimes act as a Buyer. A Buyer may utilize **AgoraCX** to solicit from one or more Suppliers quotes for the sale of goods or services.

"Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with your use of the Site and/or Services.

"Content" means all information that may be generated or encountered through your use of **AgoraCX** through the Site and/or Services, including, without limitation, data, data files, written text, software, images, photographs, graphics, videos, or other materials. Content may be owned and/or controlled by CoreXpand or it may be owned, submitted, uploaded, posted, displayed, or otherwise made available from (i) the Subscriber and its representatives, including a System Administrator, or (ii) a Buyer or a Supplier.

"CoreXpand" means CoreXpand, LLC, a Georgia limited liability company located at One Meca Way, Norcross, GA 30093.

"Form" means a Subscriber approved interactive or non-interactive form on the Site for use by a System Administrator or Buyer in soliciting a quote request from a Supplier.

Subscriber or Buyer may revise such Forms from time to time.

"goods or services" means ordinary and customary goods or services offered for sale by any Supplier. All such goods or services must be not be offensive or illegal.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and any other harmful or malicious code, files, scripts, agents or programs which may undermine or compromise the Site and/or Services.

"Marks" means the names, logos, distinctive features, source identifiers and other materials displayed in Our Technology, including its "look and feel," which constitute proprietary trademarks, trade names, service marks, trade dress or logos of ours or other entities.

"Master Account" is the master account of the Subscriber that is created when the Primary System Administrator accepted these TERMS OF SERVICE and completed the **AgoraCX** sign up process.

"Our Technology" means our Content, the Site, the Services, and any software provided to you as a part of and/or in connection with your use of **AgoraCX** through the Site and/or Services, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist.

"Primary System Administrator" means the designated individual who is authorized by the Subscriber to represent the Subscriber as the highest-level user of the Site and Services, and who has purchased a Subscription to the Services on behalf of the Subscriber. The Primary System Administrator will control the Subscription terms and renewal and will be the only System Administrator who has the authority to delete an Account ID and to set global account settings. All references herein to the Primary System Administrator will *not* include a System Administrator. However, all references to a System Administrator may include the Primary System Administrator also as the context requires.

"Purchase Order" means the purchase order created within the Site by a Buyer which finalizes the agreement and terms of purchase of the specified goods or services as a result of such Buyer's quote request to Supplier(s). Typically, a Purchase Order is represented by a unique accounting reference number provided to the Supplier by a Buyer.

"Services" means any and all components, programs, online internet based services, technology, updates, content, help content, new releases, software, tools, modalities, functionalities, mobile applications, and web-based platform as may be provided by CoreXpand from time to time pursuant to the Subscription, via designated websites including access and use of its proprietary platform as the same may change or be enhanced over time.

"Site" means, collectively, the internet properties of **AgoraCX** which are made available to you for your authorized use including, without limitation, ignitecxmp.com/(with **Subscriber name or abbreviation**), other websites, microsites, mobile applications, CoreXpand profiles on social media sites, and any other digital properties operated or used by CoreXpand from time to time, whether under the product name **AgoraCX** or some other derivation of such name.

"Subscriber" means the entity designated by the Primary System Administrator as the main organization for which the Subscription becomes activated.

"Subscription" means one or more of the Primary System Administrator's purchases from us of particular Services and any Additional CoreXpand Services, for the specified time period (which may renew as provided herein at the end of such time period), including features, products, applications, or promotions provided by CoreXpand.

"Subscription Fee" means the fee, if any depending upon the Subscription selected, which is due periodically (usually monthly or annually) by the Subscriber upon initial sign-up or renewal by the Primary System Administrator. It does not include the Transaction Fees or any credit card transaction fees or charges or other third party processing charges.

"Supplier" means any entity or individual who has been granted access by a System Administrator as a supplier of goods or services or has self-registered as a Supplier on the organization home page registration portal of the Master Account. Buyers may request from Suppliers quotes for the sale of goods or services.

"System Administrator(s)" means the person or persons designated by the Primary System Administrator to function in certain designated oversight positions with respect to the Site. Any System Administrator will have lower level access rights to the software than the Primary System Administrator but higher level access rights than a Buyer or a Supplier.

"Third-Party Websites" means websites, content, services, and products provided by someone other than us, including third parties through links that may be made available on the Site or through the Services. Additionally, from time to time we may refer you to one or more of our business partners who make available products and/or services through their respective websites or by mail or otherwise.

"Transaction" means a transaction for goods or services placed by a Buyer. A Transaction may be represented by a Buyer (i) via a Purchase Order, or (ii) by credit card payment at the time the order is placed.

"Transaction Fees" means the fees charged by us to the Subscriber on each

Transaction processed through the Site. Such Transactions will be measured by the authorized sale amount processed through the Site whether the Transaction is initiated via a Purchase Order or whether such Transaction is paid for via a credit card. Such Transaction Fees are a percentage of the total Transaction amount, and will be governed by the Subscription selected by the Primary System Administrator. These Transaction Fees will be (i) collected and paid directly to CoreXpand at the time of credit card processing through the Site, or (ii) billed monthly or more frequently in arrears in the case of Purchase Orders.

"User" means any registered user of the Site with an Account ID, whether a Primary System Administrator, a System Administrator, a Buyer, or a Supplier.

"User Data" means all information provided during the registration process of creating an Account ID, as the same may be updated from time to time.

"Visitor" means a visitor to the Site who does not have an Account ID. As a Visitor, you can view, visit and browse through the Site in accordance with these Terms of Service. You need not register with CoreXpand to simply visit and view the Site. However, in order to access the Services and materials offered on and through the Site, you must be authorized by Subscriber and given access to register with CoreXpand for an Account ID to become a registered User.

2. Acceptance of Terms

Parties and Acceptance

Again, thank you for selecting and/or using the Services offered to you by CoreXpand (sometimes referred to as "CoreXpand," "we," "our," or "us") on this website. These TERMS OF SERVICE are between you ("you" or "your" and includes the Subscriber) and CoreXpand and constitute a legal agreement that governs your use of this website and the Services. For clarification purposes, the sign-up by a Buyer will bind the individual Buyer and will not extend to any student group, club, organization, fund or cause for whom such individual may be representing.

You must agree to these TERMS OF SERVICE before you can use the Services. Your agreement to these TERMS OF SERVICE is evidenced by: i) actually using the Services including logging into the Site, or ii) clicking a box that indicates you agree to the Services, where such a box is made available to you. If you do not agree to any of these TERMS OF SERVICE, then please do not use the Services. By clicking the box or using the Services, you indicate to us that you have read and understood, and agree to be bound by, the terms of this Agreement. Your access to or use of any Services may also be subject to your acceptance where applicable of separate agreements with CoreXpand. These TERMS OF SERVICE incorporates by reference applicable program, subscription, activation, ordering and pricing terms provided to the Primary

System Administrator online or offline for the Services selected by the Primary System Administrator. These terms will govern your continued use of the Services. Please save a copy of these TERMS OF SERVICE, as updated from time to time, for your records.

Legal Authority

To use and/or subscribe to the Services you must be an adult of legal age and not be prohibited from using the Services under applicable laws. By accepting these TERMS OF SERVICE you represent and warrant that you understand and agree to this. In addition, you agree not to register for an Account ID under Section 5 below in the name of any individual (other than yourself) or group or entity unless you have the authority to do so. By registering another person, group or entity, you represent and warrant that you have the requisite legal authority to do so. In particular, the Primary System Administrator agrees, represents and warrants that he or she has the requisite authority to enter into and bind the Subscriber to these TERMS OF SERVICE.

Updates

CoreXpand may update or change these TERMS OF SERVICE from time to time and recommends that you review the TERMS OF SERVICE on a regular basis. You can review the most current version of the TERMS OF SERVICE at any time at ignitecxmp.com. We will post the revised TERMS OF SERVICE on our website at the link as described above. In addition, after any such changes are made, you may be prompted at sign-in to agree to such TERMS OF SERVICE. You understand and agree that your continued use of the Services after the TERMS OF SERVICE have changed constitutes your acceptance of the TERMS OF SERVICE as revised. If you choose not to agree to such TERMS OF SERVICE, then your sole recourse will be to stop using the Site and Services. In addition, certain features of the Site and/or Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. If any of the additional terms of use governing such area conflict with these TERMS OF SERVICE, the additional terms will govern.

In addition to the foregoing, CoreXpand may modify the Site and/or Services at any time and without prior notice. If you object to any such modifications, your sole recourse will be to cease using the Site and/or Services. Your continued use of the Site and/or Services will constitute your agreement to such changes. We reserve the right to discontinue the Site and/or Services at any time without notice and for any reason whatsoever. In the event the Site is discontinued, any unused Subscription Fees that have been paid in advance to us will be refunded to the Subscriber.

3. How the Site Works

Before you proceed, we want you to understand how the Site works to accomplish its objectives of facilitating ordering between the Subscriber and its Suppliers. In general, our Services allow a Subscriber, through its Buyers, to use **AgoraCX** to send out quote requests to its approved Suppliers for goods or services which may be accompanied by one or more Forms for further clarification and product specifications. The Suppliers in turn may respond to such requests with a quote. No Supplier will be obligated to respond to a quote request. Once the Subscriber receives the quotes from its Suppliers within the specified time, it may then select the Supplier or Suppliers who will be granted the business. The Site will then facilitate the finalization of the ordering process by allowing the Subscriber, through its Buyers, to (i) issue a Purchase Order to the selected Supplier(s) for such goods or services, or alternatively, (ii) pay for the goods or services with a credit card at the time the order is placed.

4. Limitations on Use of the Services

Limitations on Use

You agree to use the Services only for those purposes as permitted by these TERMS OF SERVICE and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction.

Feedback

CoreXpand may ask you to provide feedback about its services ("Feedback"). You agree that in the absence of a separate written agreement to the contrary, CoreXpand may use any Feedback you provide to it in any way and for any purpose, including in future modifications of the Services or in promotional materials relating thereto.

Accordingly, you hereby grant CoreXpand a perpetual, worldwide, fully transferable, sublicensable (through multiple levels), non-revocable, fully paid-up, royalty free, license to use, modify, create derivative works from, distribute, display, and otherwise exploit any information, data, or ideas you provide to CoreXpand in the Feedback.

Additional CoreXpand Services

You may be made aware of Additional CoreXpand Services. If you decide to use any of these Additional CoreXpand Services, you may be subject to additional TERMS OF SERVICE and separate fees may apply.

5. Your Use of the Services

Master Account

When the Primary System Administrator accepted these TERMS OF SERVICE and completed the **AgoraCX** sign up process, a Master Account was created on behalf of the Subscriber.

Primary System Administrator

The Primary System Administrator has full control over the rights and privileges of all Users and Visitors on the Site. The Primary System Administrator may (i) alter, close or terminate access by any such User or Visitor at any time, (ii) request information related to such person's use of the Services, (iii) delete an Account ID and terminate such User's access, and (iv) to set global account settings, all without prior notice.

Buyer and Supplier

If you are a Buyer or a Supplier, you have access to the Site and Services because either (i) a System Administrator invited you to the Site, or (ii) you, as a Buyer or Supplier, self-registered for the Site on the organization home page registration portal of the Master Account. As such, each Buyer and/or Supplier may have different levels of access to Site functionality, all as controlled and determined by a System Administrator. All Buyers and Suppliers are required to register and establish an Account ID before being granted access to the Site.

Visitor

Visitors are not required to create an Account ID.

Account ID Security

We will give unique Account ID's to the Primary System Administrator, all System Administrators, all Buyers and all Suppliers. All Account ID's will require a password. Please create a strong password and keep it confidential and secure. You are solely responsible and liable for any activities that occur under your Account ID. If you suspect or become aware of any unauthorized use of your account please contact **AgoraCX** support at support@agoracx.com. You further acknowledge and agree that the Services are designed and intended for business use (on behalf of the Subscriber). Accordingly, you are not permitted to share your account and/or password details with any other individual without the written authorization of a System Administrator.

Sign Up

You agree that your User Data will be true, accurate, complete, and current, and that you will maintain and update your User Data as needed throughout the Subscriber term to keep it accurate and current. Failure to provide accurate, current, and complete User Data may result in the suspension and/or termination of your Account ID.

No Conveyance

Nothing in these TERMS OF SERVICE shall be construed to convey to you any interest, title, or license in a Master Account, Account ID, password, domain name, or similar resource used by you in connection with the Services.

No Right of Transfer

You agree that the Subscription to the Services, including the Master Account and all data related thereto for each and every User, is non-transferable without the prior written consent of CoreXpand, which consent may be withheld for any reason whatsoever in its sole and absolute discretion. Contact **AgoraCX** support at support@agoracx.com for further assistance or if you have any questions.

No Resale of Services

You agree that you will not reproduce, copy, duplicate, sell, resell, rent, license, sublicense, pledge, trade, or otherwise transfer the Services (or any part thereof), including the Master Account and any data associated therewith, for any purpose. Any such attempt to do so will be null and void *ab initio*.

Consent to Electronic Communications

CoreXpand may be required by law to send Communications to you that relate to the Site and/or Services, the use of information you may submit to CoreXpand, and the Services you choose. You agree that CoreXpand may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites. You consent to receive these Communications electronically. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Services for as long as you remain an authorized User of the Services. If you later decide that you do not want to receive future Communications electronically, write to us at Privacy Team, **AgoraCX**, One Meca Way, Norcross, GA 30093 or contact us at support@agoracx.com. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Services without notice.

6. CoreXpand's Privacy Policy and Confidential Information

For details about CoreXpand's privacy policy, please refer to the Privacy Policy provided on the CoreXpand website. You agree to be bound by the CoreXpand Privacy Policy, as amended from time to time, in accordance with its terms. You further consent and agree that CoreXpand may collect, use, transmit, process and maintain information related to you and/or your account for purposes of providing to you the Services or the Additional CoreXpand Services, and any features therein. For more information please read our full privacy policy at coreexpand.com. If, for whatever reason, you do not agree to have your information collected, used, transmitted, processed, and maintained as set out in the Privacy Policy, please do not access or use the Site or the Services. Your use of the Site and/or the Services constitutes your agreement to our Privacy Policy.

We will not disclose your confidential information to third parties, except as required in the course of providing our Services. Confidential information includes any materials or

information provided by you to us which is not publicly known. Confidential information does not include information that: (i) was in the public domain at the time we receive it; (ii) comes into the public domain after we receive it through no fault of our own; (iii) we received from a third party without breach of our or such party's confidentiality obligations; or (iv) we are required by law to disclose.

7. Content and Conduct

Content

Your right to use the Services is personal to you and the entity or business of the Master Account. You are entirely responsible and liable for all Content uploaded, posted or stored by you using the Services. You agree not to use the Services for any illegal purpose in violation of any local, state, federal or international law. You agree that you will not use the Services to share, store, or in any way distribute financial or other data that is not in complete accordance with the law. CoreXpand does not own and is not responsible for the Content or data you submit while using the Services.

Your Conduct

You agree that you will NOT use the Services to upload, post, link to, publish, distribute, reproduce, transmit, or cause any of the following:

- Content that is unlawful, fraudulent, profane, threatening, harmful, tortious, defamatory, libelous, abusive, harassing, violent, obscene, vulgar, invasive of the legal rights of others (such as the right of privacy), disrespectful, hateful, racially or ethnically offensive, or otherwise objectionable in violation of the legal rights of others, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or foreign law;
- Use racial, ethnic, or otherwise offensive or obscene language or use the Site to promote violence, degradation, hatred, or subjugation based on race, ethnic origin, religion, disability, gender, age, military status, sexual orientation, or gender identity;
- Solicit or post sexually explicit images (whether actual or simulated);
- Take any action that exploits children or minors or depicts cruelty to animals;
- Any Content or data to impersonate other individuals or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- Engage in any copyright or other intellectual property infringement; you must have the legal right to post all materials, including obtaining the express permission from the

owner in writing;

- Make unlawful disclosures in violation of a confidentiality, employment, or nondisclosure agreement;
- Transmit any information or software which contains a virus or other disruptive or harmful component;
- Any unsolicited or unauthorized advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of such solicitation;
- Interfere with or disrupt the Site and/or Services, or any servers or networks connected to the Services, or any policies, requirements or regulations of networks connected to the Services (including any unauthorized access to, use or monitoring of data or traffic thereon);
- Any robot, spider, scraper or other automated means to access or monitor the Site or to obtain information from the Site;
- Violate our policies;
- The imposition of an unreasonable or disproportionately large load on our infrastructure;
- Alter or change in any way the opinions or comments of others posted on the Site or otherwise act in a way that may be detrimental to our obtaining Feedback, comments or ratings that we may establish from time to time as part of the Services;
- Post anything that may undermine, defame, or otherwise be contrary in any way to our public image, goodwill, or reputation;
- Use the Site or Services to store or transmit Malicious Code;
- Gather and store personal information on any other users of the Services to be used in connection with any of the foregoing prohibited activities; or
- Plan or engage in any illegal activity within all applicable jurisdictions.

The above list is not exhaustive or exclusive. If you violate any of the foregoing list of prohibited conduct or if you take any action that we determine is inappropriate or disruptive to this Site or to any other User of or Visitor to this Site, we reserve the right in our sole discretion to (i) terminate access to your account, to your ability to post on the Site, or to otherwise use or gain access to the Site and the use of the Services, and (ii) refuse, delete or remove any Content. Any action we take under (i) or (ii) may be

with or without notice, for any reason or no reason. In addition, we may report to appropriate law enforcement authorities any actions that may be illegal, and any reports we receive related to such conduct. When legally required or at our discretion, we will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.

Removal of Content

You further acknowledge that CoreXpand is not responsible or liable in any way for any Content uploaded to the Site or provided by you. However, CoreXpand reserves the right at all times to remove any Content found to be in violation of these TERMS OF SERVICE or is otherwise questionable or objectionable as determined in the sole discretion of CoreXpand. You agree that CoreXpand may monitor the Services and Content from time to time and to disclose any information to satisfy any law, regulation or other governmental request to operate the Services properly, or to protect itself or its users.

Content Backup

You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Services. CoreXpand does not guarantee or warrant that any Content you may store or access through the Services will not be subject to inadvertent damage, corruption or loss.

8. Payment and Fees

The following applies to the Subscriber:

Credit Card Authorization and Obligation to Maintain a Valid Card on File

The Subscriber will be required to have a valid credit card acceptable to CoreXpand ("Card") on file throughout the term of the Subscription (including renewal) to obtain access to the Services. The Primary System Administrator agrees that CoreXpand may continue to attempt to charge all sums described herein to such Card until such amounts are paid in full; otherwise, the Subscriber agrees to pay all amounts due upon demand by CoreXpand. It is the Primary System Administrator's responsibility, on behalf of the Subscriber, to make sure that the Card on file with CoreXpand is valid and not expired. Unless otherwise indicated, all fees and other charges hereunder shall be made and paid in U.S. dollars.

Agreement to Pay Fees

Subscriber agrees to pay all fees and charges specified on sign up for the Services and any part thereof pursuant to the terms of the Subscription. Such fees include the Subscription Fees, if any, and the Transaction Fees. All such fees are exclusive of

applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and the Subscriber is solely responsible for the payment of any such taxes that may be imposed on its use of the Services.

The parties acknowledge that CoreXpand through the Site and its Services is providing a platform for Subscriber and its marketing Buyers to do business with Suppliers in a more streamlined and efficient way. By centralizing on a web-based platform the business of the marketing and procurement departments that relate to licensing, the Site gives the Subscriber better control over the use of its intellectual property and the associated collection of the royalties in connection with same. Accordingly, the parties further acknowledge that the only way CoreXpand will be paid on such business is for the Subscriber to act in good faith and encourage and/or require that such business be transacted through the Site. If Buyers use the Site for information without the processing of Transactions through the Site, then CoreXpand may not be able to continue to provide the Site and Services. In such case, CoreXpand will have the right to terminate the Subscription in its sole discretion.

Automatic Renewal of Subscription and Payment of Subscription Fees

The Subscription is set to automatically renew upon its expiration, unless the Subscriber cancels the Master Account or changes the renewal settings prior to its expiration either online or by contacting support@agoracx.com. At the time of renewal, CoreXpand will charge the Card the then-current Subscription Fees, if any depending upon the Subscription selected, to renew the Services. About thirty (30) days prior to the expiration date, CoreXpand will notify the Subscriber by email to the designated email address that the Master Account is about to renew with a reminder that the Card will be billed the indicated Subscription Fee on the renewal date.

Payment Method for Transaction Fees

Any Transaction Fees collected directly by PayPal and paid to CoreXpand at the time of a credit card Transaction will not be charged on the Card since CoreXpand will receive its Transaction Fees at the time of payment processing. For all Transactions initiated by Buyers via Purchase Orders and not paid by credit card, CoreXpand will charge the Card monthly in arrears for all Transaction Fees related to such Transactions. CoreXpand will provide a summary report of such Transactions via email to Subscriber at the time of such charge. Subscriber agrees to provide CoreXpand with notice of any questions and/or corrections in such report within 30 days of its receipt of same. The parties will work together to resolve any such discrepancies and make any necessary offsets with the next billing report.

Account Information and Billing Inquiries

The Primary System Administrator may request details on the Subscriber account information including payment method and billing frequency by contacting support@agoracx.com. If Subscriber believes it has been billed in error for the Services, please notify CoreXpand within 45 days of the billing date by contacting

AgoraCX Support at support@agoracx.com.

Cancellations and Refunds

All fees and charges paid by the Subscriber in relation to a particular Subscription for the Services are nonrefundable, except as otherwise provided herein. For any particular Subscription and exclusive of any custom work which is covered by separate agreement, CoreXpand will refund the applicable Subscription Fees paid by the Subscriber upon initial online sign up for such Subscription provided CoreXpand receives such refund request within forty-five (45) days of the initial sign up date. CoreXpand will refund the applicable fees paid by Subscriber upon any renewal provided CoreXpand receives such refund request within forty-five (45) days of the billing date for any such renewal of the Services. To request a refund as described herein please contact support@agoracx.com. Applicable law may vary this policy.

Changes in Price

CoreXpand may at any time, upon at least thirty (30) days notice or if longer than as required by applicable law, change the Subscription Fees and/or the Transaction Fees or any part thereof, or institute new charges or fees; provided, however, *price changes and institution of new charges implemented during the Subscription term will apply to subsequent subscription terms only*. If Subscriber does not agree to any such price changes, then it must cancel its account and stop using the Services. The continued use of the Services by Subscriber after the effective date of any such change shall constitute the Subscriber's acceptance of such change.

No Tax Advice

It is the Primary System Administrator's responsibility to:

- Maintain any and all required records for tax purposes. We will keep information associated with the Subscription for a period not to exceed three years.
- Consult with its own experts and to take all necessary action to comply with its obligations under any federal, state, and local taxing authorities. We are not in the business of providing tax advice.
- Address any issues with any state or federal regulatory agency overseeing Subscriber's activities. We will fully cooperate with any such agency.
- With respect to any Transaction, provide a Supplier with the applicable tax related information promptly upon request so that such Supplier may comply with any required tax reporting, tax collection, or related obligation.

Payment Processing

CoreXpand uses PayPal, Inc. ("PayPal") for payment processing for all credit card Transactions. Each Supplier must read and agree to the required agreements of

PayPal including the commercial entity user agreement and the payment services agreement available at PayPal's website. In such event, by accepting these TERMS OF SERVICE, Supplier agrees (a) that it has downloaded or printed the applicable agreements, and (b) that it has reviewed and agreed to such agreements. If Supplier has any questions regarding these agreements, it should contact PayPal directly.

Any Transactions not paid by credit card will be processed via a Purchase Order to the Supplier.

Transaction Fee Refunds

If a Transaction is cancelled or terminated for any reason after the payment of Transaction Fees, including the return of goods or services handled outside of the Site, Subscriber will notify CoreXpand of the particulars of such cancellation and a credit for any Transaction Fees paid by Subscriber in connection with such Transaction will be issued to Subscriber on the next billing cycle that occurs more than ten (10) business days beyond the date such notice is received by CoreXpand.

9. Ownership of Content

CoreXpand does not claim ownership of the materials and/or Content a System Administrator, a Buyer, or a Supplier submits or makes available on the Site or in connection with the Services. Only works that you have the specific right to upload may be posted to the Site, including copyrighted works of others. Unless you first obtain the copyright owner's prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (including sound recordings), or create derivative works from any copyrighted work made available or accessible on the Site or within the Services. You may provide links to the Site, provided that you (i) do not remove or obscure, by framing or otherwise, proprietary notices or other notices on the Site, and (ii) discontinue providing links to the Site immediately upon our request.

While using the Site and/or Services, you may post and use your Content including, without limitation, photos, videos, text, graphics, logos, artwork, designs and other audio or visual materials that you have the legal right to post and use. You grant us and our Users a perpetual, non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, publicly display, publicly perform, store, reproduce, modify, create derivative works, and distribute your Content on or in connection with the Site and our related marketing and promotional activities related to the **AgoraCX** System. You represent and warrant that your Content and our use of your Content will not infringe any third party's intellectual property rights, proprietary rights, privacy rights, confidentiality, rights of publicity or otherwise violate these TERMS OF SERVICE or applicable law.

10. Marks and Proprietary Rights

All **AgoraCX** and CoreXpand Marks used in connection with Our Technology are the sole and exclusive property of CoreXpand. All Marks not owned by us that appear on this Site are the property of their respective owners. You have no rights or license in any of the aforesaid property, and further agree that you shall not remove, change, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Site and/or Services. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

While navigating our Site or using our Services, you may be able to access Third-Party Websites. Your use of any such Third-Party Websites is not required in order to access and/or use the Services, unless otherwise noted. Your access to or use of Third-Party Websites is entirely at your own risk. We are not responsible for any loss or damage of any sort relating to your dealings with these Third-Party Websites. Please make sure you read the terms and conditions and any privacy policy of any Third-Party Website that you visit from our Site.

11. Our Technology

CoreXpand's AgoraCX System and Proprietary Rights

You acknowledge and agree that CoreXpand owns all legal right, title and interest in and to Our Technology. You further agree that Our Technology contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

License From CoreXpand for the AgoraCX System

CoreXpand grants the Subscriber a personal, non-exclusive, non-sublicensable, non-transferable, limited license, during the initial term of the Subscription and any applicable renewal term or other period of use provided in the activation and ordering terms, to access and use Our Technology solely for the purpose described in these TERMS OF SERVICE; provided that the Subscriber does not (nor allow a third party to) do any of the following: (i) license, sublicense, copy, modify, assign, lease, loan, sell, resell, republish, upload, post, transfer, grant a security interest in, distribute, commercially exploit to any third party, or otherwise transfer any right in Our Technology; (ii) modify or create derivative works based on the Site and/or Services or its content, in whole or in part; (iii) access or attempt to access any other CoreXpand and/or **AgoraCX** systems, programs, features or data that are not made available on the Site or in the Services or for public use; (iv) decompile, disassemble, or reverse engineer Our Technology or otherwise attempt to discover the source code; (v) interfere with the proper working of Our Technology, prevent access to or the use of Our Technology by other licensees or customers; or (vi) use Our Technology except as

expressly allowed under this Agreement. By using Our Technology, the Subscriber agrees and warrants to CoreXpand that it will use Our Technology only for the stated purposes described in these Terms of Service and will not use Our Technology, including Content, for any purpose that is unlawful or prohibited by this Agreement.

Updates

We may from time to time update Our Technology used in connection with the Site and/or Services. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. This Agreement will govern all updates to the Software and the Services.

Technical Support

Technical support is provided to the System Administrators and Suppliers and is available by phone or email at support@agoracx.com.

12. Termination

Termination by You

You may stop using the Site and/or Services at any time; provided, that if you are the Subscriber, the Primary System Administrator must give CoreXpand thirty (30) days prior written notice of Subscriber's termination. At the end of such thirty (30) days, the Subscriber's right to access the Site and/or Services may be terminated immediately and without prior notice. Any such termination by the Primary System Administrator must be in accordance with the activation and ordering terms for the specific Services selected.

Termination by CoreXpand

With respect to the Subscriber, CoreXpand may terminate or suspend all or a portion of its account and/or access to the Services for any of the following reasons: (a) violations of the TERMS OF SERVICE or any other policies or guidelines that are referenced herein and/or posted on the Site or in connection with the Services; (b) a request by the Primary System Administrator to cancel or terminate the Subscriber's account; (c) discontinuance or material modification to the Services or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the Services to the Subscriber is or may become unlawful; (f) unexpected technical or security issues or problems; (g) the Subscriber's participation in fraudulent or illegal activities; (h) failure of the Subscriber to pay any fees owed in relation to the Services; (i) the Subscriber no longer consents to receive electronic Communications in accordance with Section 5; or (j) the determination by CoreXpand under Section 8 to terminate the Subscription. Any such termination or suspension shall be made by CoreXpand in its sole discretion, and CoreXpand will not be responsible to you or any third party for any damages that may result or arise out of

such termination or suspension of Subscriber's account and/or access to the Services. Upon termination Subscriber must immediately cease using the Service. By violating these TERMS OF SERVICE in any material capacity, Subscriber risks potential termination of all Account ID's or, if applicable, the Master Account, all as determined by us in our sole discretion. Any termination of this Agreement shall not affect CoreXpand's rights hereunder. Other terms regarding termination or expiration of the Services may apply in accordance with the activation and ordering terms as set forth in the Subscription.

Effects of Termination

Upon termination of the Subscription, all Users lose access to the Services and any portions thereof, including, but not limited to, information related to any Transactions. Upon termination of the Master Account, the Subscriber will lose all access to the Services and any portions thereof, including, but not limited to, information and data stored in or as a part of its account including, without limitation, all data files, transaction information, account information, and preferences. In addition, CoreXpand shall have the right to delete all of such information. The Subscriber understands and agrees that upon termination of its use of the Services, we retain the license rights granted to us upon any user Content uploaded or provided on our Site.

13. Disclaimer of Warranties

YOUR USE OF THE SITE AND/OR SERVICES, INCLUDING ANY OF OUR TECHNOLOGY, IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SITE AND/OR SERVICES, THE TOOLS AND ALL INFORMATION, CONTENT AND MATERIALS RELATED TO ANY OF THE FOREGOING ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COREXPAND, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, DISTRIBUTORS, RESELLERS AND ITS SUPPLIERS (COLLECTIVELY "COREXPAND") DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING THE SERVICES AND ANY PRODUCT SOLD THEREIN, THE CONTENT AND RELATED MATERIALS TO ANY OF THE FOREGOING, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, AND SIMILAR LAWS OF ANY JURISDICTION, SYSTEM INTEGRATION AND ACCURACY OF DATA. IN SOME JURISDICTIONS, APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. COREXPAND DOES NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, QUALITY OR ANY CONTENT IN THE SERVICES, INCLUDING CONTENT POSTED ON OR LINKED FROM THE SERVICES. COREXPAND DOES NOT WARRANT THAT THE SERVICES ARE

SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES ARE INAPPLICABLE TO YOU BASED ON LOCAL LAW, ANY IMPLIED WARRANTIES OR CONDITIONS ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF SUBSCRIPTION OR INITIAL DELIVERY OF THE SERVICES, WHICHEVER IS SOONER. IF YOU SUBMIT ANY PERSONAL INFORMATION AND/OR DOWNLOAD OR UPLOAD ANY CONTENT THROUGH THE SITE AND/OR SERVICES, IT IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH CONTENT OR FROM RELIANCE UPON SUCH CONTENT. WE MAKE NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY WEBSITES. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE; HOWEVER, COREXPAND WITH RESPECT TO THE SITE (i) EMPLOYS INDUSTRY STANDARD ENCRYPTION IMPLEMENTATIONS OF SSL, AND (ii) ADHERES TO THE APPLICABLE PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARDS (DSS) RELEVANT TO THE **AgoraCX** SYSTEM, AND (iii) ONLY USES PAYMENT PROCESSING ORGANIZATIONS THAT ADHERE TO APPLICABLE PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS) ((i), (ii), and (iii) are collectively “Best Practices”).

THERE MAY BE TIMES WHEN YOU ARE EXPOSED THROUGH THE SITE AND/OR SERVICES TO CONTENT THAT IS OFFENSIVE OR OTHERWISE IN VIOLATION OF OUR RULES AND POLICIES REGARDING USE OF THE SITE. AGAIN, YOU USE THE SITE AND/OR SERVICES AT YOUR OWN RISK. WE ARE NOT RESPONSIBLE FOR YOUR EXPOSURE TO CONTENT ON THE SITE, EVEN IF SUCH CONTENT IS IN VIOLATION OF OUR CONTENT POLICIES. ANY INFORMATION AND/OR OPINIONS IN CONTENT UPLOADED BY USERS DOES NOT NECESSARILY REFLECT OUR OWN OPINION OR BELIEFS; NOR IS IT ENDORSED BY US. IT IS THE OPINION OF THE AUTHOR ONLY.

14. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COREXPAND AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, AND PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF COREXPAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES),

RESULTING FROM: (I) THE USE OF OR INABILITY TO USE THE SITE OR SERVICES; (II) ANY CHANGES MADE TO THE SITE AND/OR SERVICES OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SITE AND/OR SERVICES OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SITE AND/OR SERVICES; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE AND/OR SERVICES; (VI) THE TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES IN ACCORDANCE WITH THE TERMS HEREOF; (VII) THE DELETION OF YOUR ACCOUNT OR ANY CONTENT THEREIN AS AUTHORIZED HEREUNDER; AND (VIII) ANY OTHER MATTER RELATED DIRECTLY OR INDIRECTLY TO THE SITE.

NOTWITHSTANDING THE FOREGOING, COREXPAND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ONLY THE SUBSCRIBER (AND NOT ANY OTHER USER, BUYER, SUPPLIER, VISITOR, THIRD PARTY BENEFICIARY, OR AFFILIATE OF SUBSCRIBER) FROM AND AGAINST ANY DAMAGES IT SUFFERS RELATING TO (i) COREXPAND'S INFRINGEMENT OF ANOTHER'S INTELLECTUAL PROPERTY RIGHTS, OR (ii) COREXPAND'S FAILURE TO FOLLOW THE BEST PRACTICES UNDER SECTION 13 ABOVE, IN AN AMOUNT, NOT TO EXCEED IN THE AGGREGATE FOR ALL CLAIMS HEREUNDER, A SUM EQUAL ONLY TO THE SUBSCRIPTION FEES PAID BY THE SUBSCRIBER (WHETHER SUCH FEES WERE PAID MONTHLY OR LESS FREQUENTLY) IN THE FIRST YEAR OF ITS SUBSCRIPTION (BUT *EXCLUSIVE* OF ANY UP-FRONT, ONE-TIME, SET-UP, AND CUSTOMIZATION FEES, CREDIT CARD TRANSACTION FEES OR OTHER THIRD PARTY PROCESSING FEES, AgoraCX TRANSACTION FEES RELATED TO EACH SPECIFIC TRANSACTION, OR OTHER FEES FOR CUSTOM WORK). THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT (I) THIS PROVISION IS AN IMPORTANT AND ESSENTIAL ELEMENT OF THIS AGREEMENT, AND (II) COREXPAND WOULD NOT AGREE TO THE SUBSCRIPTION AND PROVIDE THE SITE AND/OR SERVICES WITHOUT THIS LIMITATION.

15. Indemnity

Each User of the Site agrees to comply with these TERMS OF SERVICE and to defend, indemnify and hold harmless CoreXpand and its affiliates, subsidiaries, directors, officers, employees, agents, and partners from and against any and all damages (including, without limitation, direct, indirect, incidental, special, consequential, punitive, special, or exemplary), claims and demands, including reasonable attorneys' fees and court costs, made by a third party relating to or arising from (a) your use of the Site and/or Services whether or not such usage is expressly authorized by you, (b) any Content you submit, post, transmit, or otherwise make available through the Services; (c) a claim that you or your Content infringes or misappropriates the intellectual property

rights, or otherwise violates any law or other right, of a third party; (d) a claim resulting from or arising out of your breach or alleged breach of these TERMS OF SERVICE; or (e) any goods or services purchased, paid for, or sold in a Transaction.

16. Notices

CoreXpand may (but is not required to) provide you with notices regarding the Site and/or Services, including changes to these TERMS OF SERVICE. Subscriber will provide CoreXpand with notices required hereunder. For all such notices by CoreXpand and for all non-infringement claim notices by Subscriber, such notices may be provided by email to the other party's designated email address (and/or other alternate email address if provided), or by regular or overnight mail service to the respective party's mailing address as the same may be modified. Both parties consent to the receipt of these notices.

Infringement

For all infringement claim notices, whether relating to copyright, trademark, or other intellectual property right, please send written notice to the following agent of record:

CoreXpand, LLC, Attn: Legal, One Meca Way, Norcross, GA 30093, with a copy to:

Lawler Green Prinz LLC, Attn: David Green, 3350 Riverwood Parkway, Suite 460
Atlanta, GA 30339

For a response to be provided, the notice must: (i) contain your physical or electronic signature; (ii) identify with a copy or by other means to sufficiently describe the copyrighted work, trademark, or other intellectual property alleged to have been infringed; (iii) identify with a copy or by other means to sufficiently describe the allegedly infringing material so that it can be located; (iv) contain your full legal name, address, telephone number, e-mail address, and the authority under which you are sending the notice (as the owner, agent, attorney, etc.); (v) contain a statement that you have a good faith belief that use of the copyrighted material, trademark, or other intellectual property is not authorized by the owner, the owner's agent, or the law; (vi) contain a statement that the information in the written notice is accurate and complete; and (vii) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright, trademark, or other intellectual property right.

You acknowledge that if you fail to comply with all of the requirements of the foregoing, your Infringement notice may not be reviewed.

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice to support@agoracx.com. We reserve the right, at our sole discretion, to repost or not to repost Content. We take all accusations seriously and will respond as quickly as we can.

17. Governing Law, Jurisdiction, and Arbitration

Governing Law

Except to the extent expressly provided in the following paragraph, the laws of the State of Georgia, excluding its conflicts of law provisions, shall govern these TERMS OF SERVICE and the relationship between you and CoreXpand.

Jurisdiction

You and CoreXpand agree to submit to the personal and exclusive jurisdiction of the courts located within Gwinnett County, Georgia, to resolve any dispute or claim arising from these TERMS OF SERVICE.

Arbitration

You agree that we may elect to resolve any dispute through binding non-appearance based arbitration. If we do so, you agree to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through an established alternative dispute resolution ("ADR") provider chosen by CoreXpand. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the ADR provider; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You acknowledge that arbitration expressly excludes claims for injunctive or other equitable relief. You further agree that we are not responsible for resolving disputes between or among users. In such a case, we may provide to the relevant parties a System Administrator's contact information so the parties may resolve their dispute.

18. Miscellaneous

General

These TERMS OF SERVICE together with the terms of the Subscription constitute the entire agreement between you and CoreXpand, govern your use of the Site and/or Services, and completely replace any prior agreements between you and CoreXpand in relation to the Site and/or Services. This Agreement sets forth the entire liability of CoreXpand and your exclusive remedy with respect to the Site and/or Services and their use. If any part of these TERMS OF SERVICE is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. You agree that, except as otherwise expressly provided in these TERMS OF SERVICE, there shall be no third-party beneficiaries to these

TERMS OF SERVICE. You agree that any claim or cause of action arising out of or related to these TERMS OF SERVICE or the use of the Site and/or Services must be filed within one (1) year after the cause of action arose or be forever barred. Those provisions of these TERMS OF SERVICES that must survive termination of such TERMS OF SERVICE in order to be effective shall survive such termination. You may not assign or transfer any of these TERMS OF SERVICE, rights, or licenses that have been granted to you hereunder; however, we are not restricted from assigning any rights or licenses that you may grant to us.

Waiver

Any waiver of the terms herein by CoreXpand must be in a writing signed by an authorized representative of CoreXpand and expressly reference the applicable provisions of these TERMS OF SERVICE. The failure of CoreXpand to exercise or enforce any right or provision of these TERMS OF SERVICE shall not constitute a waiver of such right or provision. If you reside in a jurisdiction that requires a specific statement regarding waiver and release then the following applies. For example, if you are a California resident, then before you can agree to the foregoing release, you must, as a condition of such agreement, waive the applicability of California Civil Code Section 1542 for unknown claims which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Accordingly, you hereby waive this section of the California Civil Code *and* any similar provision (that may be applicable to you) in law, regulation or code that has the same effect or intent in prohibiting releases without knowledge of the same. If any provision of these TERMS OF SERVICE is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, and the other provisions of these TERMS OF SERVICE shall remain in full force and effect.

Conflict

If there is a conflict between these TERMS OF SERVICE and a separate written agreement between you and CoreXpand, the separate written agreement will control on such conflict.

Export Restrictions

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Site and/or Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) you shall not access or use the Site and/or Services in violation of any U.S. export embargo, prohibition or restriction.

U.S. Government

The software that forms a part of the Services is a "commercial item," as that term is

defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government end users who access or use the Services, acquire a license to use the software with only those rights set forth herein.

CoreXpand LLC, One Meca Way, Norcross, GA 30093

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