

NEW PLANET TECHNOLOGIES, INC.

Terms of Use

The following terms and conditions (“Agreement”) represents the complete agreement and understanding between you and NEW PLANET TECHNOLOGIES, Inc. (“NEW PLANET TECHNOLOGIES”) regarding the use of NEW PLANET TECHNOLOGIES’ online service (“the Service”), and supersedes all prior agreements, oral or written.

BY SIGNING THIS DOCUMENT, YOU AGREE TO THIS AGREEMENT GOVERNING YOUR USE OF THE SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT COMPLETE THE SIGN-UP PROCESS AND YOU MAY NOT USE THE SERVICE.

NEW PLANET TECHNOLOGIES will provide you with use of the Service, including a browser interface, mobile application, data transmission, data access, and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement, including any materials available on the NEW PLANET TECHNOLOGIES website incorporated by reference herein, including but not limited to the NEW PLANET TECHNOLOGIES’ Privacy and Data Security Policy (the “Privacy Policy”). A Definitions section 22 is included at the end of this Agreement for reference.

We may offer free trials of the Service for limited times with no further obligation. If you choose not purchase the Service prior to the end of a free trial, NEW PLANET TECHNOLOGIES will delete all Customer Data uploaded during your trial period. Accordingly, you should not use Customer Data during the trial period that you will need to recall after the trial period.

1. Privacy & Security; Disclosure

The NEW PLANET TECHNOLOGIES’ Privacy Policy is provided in conjunction with this Agreement and incorporated herein as if fully rewritten at length. The Privacy Policy may be found on our website or may be requested at any time by e-mailing support@newplanetek.com. NEW PLANET TECHNOLOGIES reserves the right to modify its Privacy Policy in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, NEW PLANET TECHNOLOGIES occasionally may need to notify all users of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree NEW PLANET TECHNOLOGIES may disclose the fact that you are a paying customer of the Service.

2. License Grant & Restrictions

NEW PLANET TECHNOLOGIES hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own personal or internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by NEW PLANET TECHNOLOGIES and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; or (iii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users whom no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with

or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Term

The Term of this agreement shall be for one (1) year from date of sign up or activation.

4. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable laws, in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

You shall: (i) notify NEW PLANET TECHNOLOGIES immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to NEW PLANET TECHNOLOGIES immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users.

You shall NOT: (i) Impersonate another NEW PLANET TECHNOLOGIES user or provide false identity information to gain access to or use the Service; (ii) upload, post, transmit or otherwise make available any Customer Data that: (a) is unlawful, harmful or threatening to third parties, including minors; (b) is a forgery or otherwise illegal; (c) contains information that you do not have rights to copy or use, such as personnel data improperly obtained or used, or third party trade secrets or copyrighted material; (d) is part of any illegal scheme such as illegal spamming or pyramid schemes. (e) provides material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act;

You represent and warrant that you are 18 years of age or older when signing up for the Service. Use by a minor is prohibited unless your legal guardian has provided the Service with a written certification, in form and substance acceptable to the Service, authorizing your access. You must exit the Service after each use in order to prevent a subsequent user of your personal computer from having access.

5. Account Information and Data

You understand, acknowledge and expressly agree that by submitting or posting any Member Data via the Service, you grant to NEW PLANET TECHNOLOGIES an irrevocable, perpetual, worldwide, royalty-free, transferable, nonexclusive right and license to use, store, copy, and display the Member Data as necessary to provide you with the Service, subject to the restrictions set forth in Section 7 (Preservation and Disclosure) below. You also represent and warrant that the use, storage, copying, distribution, and display of such Member Data shall not violate any other party's proprietary, privacy, legal, or intellectual property rights ("Rights") and that the holder of any Rights, including moral rights in such content, if not you, has completely and effectively waived all such Rights and validly and irrevocably granted to you the right to grant the license described in this Section. Subject to the foregoing license, you retain any and all Rights that may exist in your Member Data. You expressly agree that the burden of determining whether any Member Data is protected as a copyright, trademark, trade secret, or other proprietary right rests solely with you, and you shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, or other proprietary rights, or any other harm resulting from your submission of such Member Data to the Platform and via the Service. You acknowledge that NEW PLANET TECHNOLOGIES reserves the right, in its sole discretion, to refuse to store or to remove any Member Data submitted or posted on the Platform. As set forth in Section 9, in the event this Agreement is terminated (other than by reason of your breach) for a \$500 pre-paid service fee, NEW PLANET TECHNOLOGIES will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. The file is delivered via e-mail to your registered e-mail address in unencrypted form. You agree that this is a reasonable form of transmission. For additional pre-paid expense, we will ship to you a tangible copy if you request using a nationally recognized courier or mail service. NEW PLANET TECHNOLOGIES reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and NEW PLANET TECHNOLOGIES shall have no obligation to maintain or forward any Customer Data.

6. Intellectual Property Ownership

NEW PLANET TECHNOLOGIES alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the NEW PLANET TECHNOLOGIES' Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the NEW PLANET TECHNOLOGIES' Technology, or the Intellectual Property Rights owned by NEW PLANET TECHNOLOGIES. The NEW PLANET TECHNOLOGIES' name, the NEW PLANET TECHNOLOGIES' logo, and the product names associated with the Service are service marks and trademarks of NEW PLANET TECHNOLOGIES, and no right or license is granted to use them.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect. Payments are due in advance of the month or year being paid for. You are responsible for paying for all User licenses and transactions ordered for each Term, whether or not such User licenses or pre-paid transactions are actively used. Use of certain functions within the Service may cease to function when the maximum number of transactions are used. The Service will provide the ability for the account administrator to purchase additional transactions once the pre-paid amount is reached. You must provide NEW PLANET TECHNOLOGIES with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized Administrator may add users or change subscription levels through the account administration page. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting licenses; (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged a prorated amount for the remainder of the billing term. NEW PLANET TECHNOLOGIES reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. Billing and Renewal

NEW PLANET TECHNOLOGIES charges and collects in advance for use of the Service. NEW PLANET TECHNOLOGIES will notify you 30 days prior to the end of the Term and you may renew the service for a subsequent term. If no response to either continue or terminate is received by NEW PLANET TECHNOLOGIES prior to the termination date, the license will automatically renew for a subsequent Term. If you choose to renew, NEW PLANET TECHNOLOGIES will bill your credit card or issue an invoice to you at the beginning of the Term, or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total User licenses times the license fee or pre-paid transactions times the transaction fee in effect during the prior term, unless NEW PLANET TECHNOLOGIES has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. NEW PLANET TECHNOLOGIES' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on NEW PLANET TECHNOLOGIES' income.

You agree to provide NEW PLANET TECHNOLOGIES with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and the name and telephone number of an authorized billing contact and Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is non-functional, false or fraudulent, NEW PLANET TECHNOLOGIES reserves the right to terminate your access to the Service in addition to any other legal remedies.

Except as otherwise agreed, all entities will be billed in U.S. dollars and be subject to payment terms and pricing schemes at the discretion of NEW PLANET TECHNOLOGIES.

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension

In addition to any other rights granted to NEW PLANET TECHNOLOGIES herein, NEW PLANET TECHNOLOGIES reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorney's fees and costs. You will continue to be charged for User licenses during any period of suspension. If you or NEW PLANET TECHNOLOGIES initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that NEW PLANET TECHNOLOGIES may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

NEW PLANET TECHNOLOGIES reserves the right to impose a reconnection fee of \$100 in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that NEW PLANET TECHNOLOGIES has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

10. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the end of each Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following Term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), NEW PLANET TECHNOLOGIES will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination and subject to a pre-paid service fee of \$500. You agree and acknowledge that NEW PLANET TECHNOLOGIES has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Service will be deemed a material breach of this Agreement. NEW PLANET TECHNOLOGIES, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, NEW PLANET TECHNOLOGIES may terminate a trial account at any time in its sole discretion if it suspects or has reason to believe that you are in violation of these terms and conditions or any law or third party rights. You agree and acknowledge that NEW PLANET TECHNOLOGIES has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. Licensee's Termination for Cause

Licensee shall have the right, at its option, to terminate this Agreement, upon the occurrence of any of the following events:

- 1) NEW PLANET TECHNOLOGIES's insolvency or dissolution;
- 2) The filing of a voluntary or involuntary petition for NEW PLANET TECHNOLOGIES's bankruptcy;
- 3) NEW PLANET TECHNOLOGIES making an assignment of all or substantially all of its assets for the benefit of creditors;
- 4) The appointment of a receiver or trustee for NEW PLANET TECHNOLOGIES;
- 5) NEW PLANET TECHNOLOGIES's failure, unwillingness, or inability to support the Subject Technology; or
- 6) NEW PLANET TECHNOLOGIES's failure to fully comply with the terms and provisions of the Service Level Agreement after 30 days notice and opportunity to cure. A true and correct copy of the Service Level Agreement is attached hereto as Exhibit B and fully incorporated herein for all purposes.

Termination under this section shall occur on the date which Licensee provides NEW PLANET TECHNOLOGIES Termination Notice.

If Licensee wishes to terminate for any other reason than the reasons provided in Section 11, the licensee shall be able to terminate at the end of the current month from which a written request to terminate is received by NEW PLANET TECHNOLOGIES. Licensee shall owe 50% of all fees due for the remainder of the Term. This fee shall be due within 30 days of the actual termination date. Any failure to pay the fee within this terms nullifies the obligations of NEW PLANET TECHNOLOGIES to provide a copy of Licensee data.

13. Effect of Licensee's Termination.

If this agreement is terminated due to any of the reasons listed in 11, New Planet shall, immediately upon the termination of this Agreement, provide Licensee with a copy of client data within 60 days of such termination and a full refund of any paid unused time remaining in the Term within 30 days of termination.

14. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. NEW PLANET TECHNOLOGIES represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online NEW PLANET TECHNOLOGIES help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

15. Mutual Indemnification

You shall defend, indemnify and hold NEW PLANET TECHNOLOGIES, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that NEW PLANET TECHNOLOGIES (a) gives written notice of the claim promptly to you; (b) except in the event of a conflict of interest between you and NEW PLANET TECHNOLOGIES, gives you reasonable control of the defense and settlement of the claim, provided that (i) you may not settle any claim unless such settlement unconditionally releases NEW PLANET TECHNOLOGIES of all liability and (ii) such settlement does not negatively affect or disrupt NEW PLANET TECHNOLOGIES' business or the Service; (c) provides you with reasonable access to available information and assistance; and (d) has not settled such claim.

NEW PLANET TECHNOLOGIES shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by NEW PLANET TECHNOLOGIES of its representations or warranties; or (iii) a claim arising from breach of this Agreement by NEW PLANET TECHNOLOGIES; provided that you (a) promptly give written notice of the claim to NEW PLANET TECHNOLOGIES; (b) except in the event of a conflict of interest between you and NEW PLANET TECHNOLOGIES, gives NEW PLANET TECHNOLOGIES reasonable control of the defense and settlement of the claim, provided that (i) NEW PLANET TECHNOLOGIES may not settle any claim unless such settlement unconditionally releases you of all liability and (ii) such settlement does not negatively affect or disrupt your business or the Service; (c) provide to NEW PLANET TECHNOLOGIES with reasonable access to information and assistance; and (d) have not settled such claim. NEW PLANET TECHNOLOGIES shall have no indemnification obligation, and you shall indemnify NEW PLANET TECHNOLOGIES pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware, or business process(s).

16. Disclaimer of Warranties

NEW PLANET TECHNOLOGIES AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. NEW PLANET TECHNOLOGIES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY NEW PLANET TECHNOLOGIES AND ITS LICENSORS.

17. Internet Delays

NEW PLANET TECHNOLOGIES' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEW PLANET TECHNOLOGIES IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

18. Limitation of Liability

EXCEPT FOR CLAIMS BROUGHT UNDER SECTION 14, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Third Party Beneficiaries

THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

20. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

NEW PLANET TECHNOLOGIES and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited.

NEW PLANET TECHNOLOGIES MAY RESPOND TO SUBPEONAS OR OTHER LEGAL PROCESS WITHOUT ADVANCE NOTICE TO YOU. NEW PLANET TECHNOLOGIES ALSO RESERVES THE RIGHT, BUT DOES NOT HAVE THE OBLIGATION TO RESPOND, TO ANY SITUATION THAT MAY INVOLVE THE RIGHTS, PROPERTY, OR PERSONAL SAFETY OF NEW PLANET TECHNOLOGIES, ITS USERS, OR THE PUBLIC.

21. Notice

NEW PLANET TECHNOLOGIES may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in NEW PLANET TECHNOLOGIES' account information, or by written communication sent by first class mail or pre-paid post to your address on record in NEW PLANET TECHNOLOGIES' account information. Such notice shall be deemed to have been given upon the expiration of 3 days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to NEW PLANET TECHNOLOGIES (such notice shall be deemed given when received by NEW PLANET TECHNOLOGIES) at any time by any of the following: email from the email address of record with the associated account, with verified system response to support@newplanetek.com; or by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to NEW PLANET TECHNOLOGIES at the following addresses: NEW PLANET TECHNOLOGIES, Inc., 3472 Research Parkway, Suite 104, Colorado Springs, CO, 80920 addressed to the attention of: VP Customer Success.

22. Modification to Terms

NEW PLANET TECHNOLOGIES reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Use of the Service after any such changes shall constitute your consent to such changes.

23. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of NEW PLANET TECHNOLOGIES but may be assigned without your consent by NEW PLANET TECHNOLOGIES to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of NEW PLANET TECHNOLOGIES directly or indirectly owning or controlling 50% or more of you shall entitle NEW PLANET TECHNOLOGIES to terminate this Agreement for cause immediately upon written notice. You agree to notify NEW PLANET TECHNOLOGIES of any change in control immediately upon its occurrence.

24. General

This Agreement shall be governed by Colorado law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state courts in El Paso County, Colorado, and federal courts located in Denver, Colorado. No text or information set forth on any other purchase order, preprinted form, or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and NEW PLANET TECHNOLOGIES as a result of this agreement or use of the Service. The failure of NEW PLANET TECHNOLOGIES to enforce any right or provision in this Agreement shall not constitute a waiver of such

right or provision unless acknowledged and agreed to by NEW PLANET TECHNOLOGIES in writing. This Agreement, together with any applicable Order Form or online sign up process comprises the entire agreement between you and NEW PLANET TECHNOLOGIES and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

25. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order, and any materials available on the NEW PLANET TECHNOLOGIES website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by NEW PLANET TECHNOLOGIES from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products, and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information, or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by clicking the button on the sign up page which reads "CREATE ACCOUNT" on the sign-up screen with this Agreement, a direct physical signature as part of this document, or the date you begin using the Service; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the account administration portal or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order" means NEW PLANET TECHNOLOGIES' online application that allows the Administrator designated by you to, among other things, add additional Users to the Service; "NEW PLANET TECHNOLOGIES" means collectively NEW PLANET TECHNOLOGIES, Inc., a Colorado corporation, having its principal place of business at 3472 Research Parkway, Suite 104, Colorado Springs, CO, 80920. "NEW PLANET TECHNOLOGIES' Technology" means all of NEW PLANET TECHNOLOGIES' proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to you by NEW PLANET TECHNOLOGIES in providing the Service. The "Service" means NEW PLANET TECHNOLOGIES' online management, tracking and other services developed, operated, or maintained by NEW PLANET TECHNOLOGIES, accessible via <http://www.traxion.com> or another designated web site or IP address, or ancillary services rendered to you by NEW PLANET TECHNOLOGIES, to which you are being granted access under this Agreement, including the NEW PLANET TECHNOLOGIES' Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by NEW PLANET TECHNOLOGIES at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to support@newplanetek.com.