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SonicWebTech Program

Sonic Applications – Licensing Terms and Policies

These licensing terms and policies for the SonicSpider LLC SonicWebTech Program Applications are an amendment to the published *Terms of Service Agreement* as posted on SonicSpider's website (http://www.esonicspider.com). These documents may be modified without notice.

Definitions

CLIENT: A licensee of the SonicWebTech applications as offered on the SonicWebTech website (http://www.sonicwebtech.com).

SSLLC: SonicSpider LLC, the provider of services and applications for the SonicWebTech Program.

Introduction

SSLLC is providing utility applications and support services for common eCommerce tasks. These applications provide general functionality of which it is the CLIENT's responsibly to do due diligence as to whether a given application provides functionality that supports their requirements.

Software License

The CLIENT has a license to use the Sonic Applications under the following terms and conditions:

- SSLLC is the sole owner of this software.
- The license is non-transferable
- The source code must retain the copyright.
- The licensed software can only be used on websites owned all or in part by the original licensee.
- The CLIENT agrees that all complex software may contain bugs, and that the CLIENT is responsible to test and confirm the appropriateness and usability of this software for their needs.

Warranty

This software is provided "AS IS," without a warranty of any kind. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED. SONICSPIDER LLC ("SSLLC") AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE AS A RESULT OF USING, MODIFYING OR DISTRIBUTING THIS SOFTWARE OR ITS DERIVATIVES. IN NO EVENT WILL SSLLC OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF SSLLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Additional Services

The CLIENT agrees that there are to be no programming services or any other services of any nature or kind whatsoever to be provided under this License Agreement by the SSLLC in relation to the Licensed

Programs, including, without limitation, any services in relation to any errors, malfunctions or defects which may arise during the term of this License Agreement, except where these services are rendered through a further agreement between the parties and, in that event, at such rates and for such fees and other amounts as are agreed upon between the parties at the time such further agreement is entered into.

Application Descriptions

Detailed feature descriptions will be provided with each application. This represents the complete description of the application's functions and features

Bugs vs Missing Features

Bugs are to be defined as a documented feature that is not "working as documented". SSLLC will attempt to provide, upon request, fixes to all bugs without charge to the CLIENT. SSLLC makes no warranty that any software is "bug free" and the definition of what is a "bug" is at the sole discretion of SSLLC. All other problems or issues are considered "**missing features**" and can be provided to the CLIENT as an additional customization service.

Additional Supporting Services

Customization Services

All Sonic Applications licensed with source code,are general templates and can be enhanced or customized by a knowledgeable programmer. SonicSpider can provide these services as a separate proposal. This proposal should generally be preceded by the purchase of a Custom Needs Assessment.

Sonic Applications licensed without source code cannot be customized (An upgrade would be required).

Installation Services

Sonic Applications do NOT come with installation services or assistance unless specifically packaged with that license as an additional service.

Installation services may be provided separately and may be purchased separately. The following terms and conditions apply in all cases:

1. All installation time is measured in 15 minute increments.
2. SSLLC or its agents must have access to the CLIENT's hosting services and have the necessary tools available to complete the job.
3. It is not SSLLC's responsibility to provide additional tools to complete an installation.
4. Working with, or researching issues on, the CLIENT's hosting service is an additional expense and would not be covered by any installation agreement.
5. Consulting provided by email or phone in addition to the installation services would be considered an additional charge beyond the installation agreement.
6. SSLLC has no control over the use of the results of our installation services. SSLLC is not responsible for how the results of this work are to be used by the CLIENT, and is not responsible for any damage incurred by that use.

General Conditions and Limitations

1. There are no assumed or standard services, components, or features beyond the published application description. If is not listed specifically, it will NOT be included.
2. Since SSLLC has no control over the use of these applications, SSLLC is not responsible for how these applications are used by the CLIENT, and is not responsible for any damage incurred by that use.
3. Unless otherwise documented and approved by both parties, any contact by Internet, modem, phone, email, or in person between SSLLC and the CLIENT or their agents will be covered under

this agreement as an additional billable expense.

4. SSLLC is not responsible for bugs as defined in this document that are not brought to our written attention within 30 days of purchase to immediately resolve these issues. Deliverables are considered approved by CLIENT after that time and no refunds will be tendered. (See Refunds) Deliverables so approved would not be grounds for future credit card chargebacks, billing disputes or payment delays.
5. SSLLC is not responsible for the business or functional utility of these applications.
6. SSLLC has the discretion of determining what feature or functions are covered by the provided description. No functions or utility is to be considered standard or assumed beyond the published description.
7. All installations, customization or consulting agreements are considered amendments to this document and must be agreed upon separately.
8. SSLLC will not be responsible for any agreements with other vendors used in the completion of the required work descriptions, nor managing CLIENT's third party accounts or setup.
9. Oral or email discussions are not to be considered "written" and cannot alter or amend this agreement.

Payment Terms and Conditions

1. All application are prepaid and delivered "AS IS".
2. For custom projects or payment plans: CLIENT must host with Sonic Hosting, and will provide a credit card for all payments and is responsible for paying for any additional work completed by SSLLC.
3. Missed or declined payments are grounds for non-delivery of services until such time as payments have resumed and cleared the applicable financial institutions.
4. CLIENT agrees that no chargebacks will be initiated without written notice within the 30 day condition of item #4 in "General Conditions and Limitations" and allowing 15 workdays for SSLLC to respond and resolve the issue.
5. There will be a $25 service charge for all declined credit card processing.

Service Refunds – Prepaid or Deposits

1. There are no refunds on any application packages since there is no way to ascertain that the application has been removed from the CLIENT's website and will never be used at some future time.
2. There are only refunds on Installation or Customization services under the conditions provided herein.
3. All approved refunds will be provided within 30 days of the approval of that refund.
4. There are no refunds on Installation or Customization deposits, except under the following conditions:
    1. Full refunds on prepaid Installation or Customization services are only permitted under the following conditions:
        1. Request for refund is within 30 days of purchase of prepaid service package.
        2. No service has been rendered under the published work description of that package.
    2. Partial refunds on prepaid Installation or Customization services are only permitted under the following conditions:
        1. Requested refund is within 60 days of the purchase of prepaid service package.
        2. Refund will be prorated less the cost of any services or programming rendered as of that date, and any consulting services provided during reviews and discussions about the service as determined by SSLLC.