

**LICENSE AGREEMENT**  
**for Online Use of Alpaca Registry, Inc.'s Database**

This License Agreement ("License") is a binding contract between you ("User") and Alpaca Registry, Inc. ("ARI") regarding the use of ARI's online database, as it may be supplemented or modified from time to time (the "Database"). The Database is protected by US and international intellectual property laws and treaties, and is licensed, not sold.

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE CAREFULLY BEFORE ACCESSING OR USING THE DATABASE. BY ACCESSING OR USING THE DATABASE, USER AGREES TO THE TERMS AND CONDITIONS OF THIS LICENSE. IF USER IS NOT WILLING TO BE BOUND BY THIS LICENSE, USER MAY NOT ACCESS OR USE THE DATABASE.

WARNING: Online usage of the Database is monitored by ARI to prevent violations of this License by users. Sequential downloading and/or excessive storage of information may trigger immediate disconnection of User's link to the Database.

**A. USER OBLIGATIONS**

User acknowledges that the Database is a commercially valuable proprietary product of ARI, the design and development of which involved the expenditure of substantial amounts of money over a long period of time. User understands that any unauthorized use, reproduction or downloading of the Database or the information contained therein could cause substantial and irreparable damage to ARI, the extent of which would be difficult to ascertain, and that ARI shall be entitled to seek immediate injunctive relief in any court of competent jurisdiction under the applicable laws thereof.

User agrees that User will not, during the term of this License or at any time thereafter, directly or indirectly engage in or take or refrain from taking any action or inaction which may in any way lead to the unauthorized dissemination, reproduction or use of the Database or its content by any third party, nor use the same for User's own commercial benefit (except as expressly permitted under the terms of this License).

User agrees not to copy or duplicate or permit any other person or entity to copy or duplicate any portion of or the entire Database except as expressly permitted under the terms of this License. User further agrees not to swap, rent, sublicense, transfer, sell, upload, download, display or offer the Database to any other person or entity in any medium or nature whatsoever, except as expressly permitted under the terms of this License. User agrees to notify ARI immediately of any unauthorized use of the Database.

**B. LICENSE TERMS**

1. Grant of Limited Use License. Subject to User's compliance with the terms and conditions of this License, including without limitation Sections A, B, C, D, E

and K, ARI grants to User a non-exclusive, non-transferable, non-sublicensable limited license to use the Database in the manner specified below:

a. Searches by User

User is licensed to undertake searches of the Database for the benefit of User in the management and operation of User's alpaca herd, and make copies or printouts of the data or portions of the data contained within the Database in accordance with subsection (c) below.

b. Third Party Searches

(I) General Limitation. User may not allow third parties to conduct searches of the Database or make copies or printouts of the data or portions of the data contained within the Database except in the instances outlined below.

(II) User's Staff. User may allow User's staff, working under the supervision of User, in the management of User's alpaca herd, to conduct searches of the Database and make copies or printouts of the data or portions of the data contained within the Database in accordance with subsection (c) below.

c. Printouts and Copies

User may not download, upload, publish, distribute, transmit or sell any materials retrieved through use of the Database except to the extent permitted under this License.

(I) Definition of Printout. In this License, "printout" means a visually readable copy which may be displayed on screen or printed on paper.

(II) Internal Use by User. User is licensed to create printouts or electronic copies of small portions of the data contained within the Database only for User's internal purposes.

2. Termination of License

This License will terminate immediately: (a) upon termination or cancellation of User's membership in ARI; (b) upon ARI's termination of User's access to the Database as an ARI Registered Alpaca Owner; (c) upon User's breach of or failure to comply with this License in whole or in part; (d) in the event ARI elects, in its sole discretion, to cease offering access to the Database online; or (e) in the event ARI determines, in its sole discretion, that User is exceeding the scope of the limited license set forth in Section B.1 above, including by multiple sequential downloading and/or excessive storage of information.

The rights of ARI under this Section B.2 are in addition to any other rights and remedies permitted by law or under this License.

### **C. OWNERSHIP**

User shall have no right or license other than the rights expressly granted in Section B.1 above, and no other right or license shall be implied by conduct or otherwise. Except to the extent that a third party's materials or property are included in the Database, and this third party has copyright or other proprietary interests in such materials or property, all right, title, and interest in the Database including, but not limited to, all copyrights, are the exclusive property of ARI. User agrees not to remove, destroy, deface or otherwise alter any legends, notices, statements or marks indicating ARI's ownership or the restrictions contained in this License on use of the Database that are contained or displayed on any screens or printouts. User acknowledges and agrees that this License does not grant any rights in connection with any trademarks or servicemarks of ARI.

### **D. LIMITATIONS ON LICENSED USE**

User acknowledges that the Database embodies the collection and organization by ARI of discrete items of information through the investment of substantial monetary and other resources. User agrees that in no event will its licensed use of the Database hereunder entail reproduction or distribution of all, substantially all, or any material portion of the contents of the Database.

User at all times shall treat the Database as the confidential and proprietary information of ARI and shall comply fully with the limitations on usage and distribution contained in Section A above. ARI's grant to User of access to the Database is in consideration of User's acknowledgment of these limitations and User's agreement not to use or to allow third parties access to the Database, except as expressly provided in this License.

### **E. CONFIDENTIALITY**

User shall not disclose or cause to be disclosed in whole or in part the Database or any information contained therein ("Confidential Information") to any third party or use same except as specifically authorized by this Agreement. User shall protect the confidentiality of Confidential Information with the same degree of care, but no less than reasonable care, as User uses to protect its own confidential information of like nature. Only staff members of the User with a strict and essential need to use Confidential Information shall receive access to same.

### **F. WARRANTIES, DISCLAIMER, AND LIMITATION OF LIABILITY**

#### **1. General Limitation**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DATABASE AND THE INFORMATION CONTAINED THEREIN IS

PROVIDED "AS IS" AND WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. User acknowledges that the Database and the information within it may have defects, deficiencies or errors which may not be corrected by ARI.

## 2. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF ARI FOR ANY CLAIM FOR DAMAGES UNDER ANY LEGAL THEORY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY USER FOR USER'S MEMBERSHIP IN ARI FOR THE PERIOD DURING WHICH THE EVENT COMPLAINED OF OCCURRED. ARI SHALL NOT BE LIABLE TO USER FOR ANY CLAIM RELATING IN ANY WAY TO THE USE OR INABILITY TO USE THE DATABASE, INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM THE INACCURACY OR INCOMPLETENESS OF THE INFORMATION CONTAINED IN THE DATABASE, THE USER'S INABILITY TO ACCESS THE DATABASE OR PERFORM SEARCHES (EVEN IF USER'S ACCESS TO THE DATABASE HAS BEEN TERMINATED WITHOUT NOTICE BY ARI), OR INCOMPATIBILITY OF THE DATABASE WITH ANY SOFTWARE, HARDWARE, OR OTHER EQUIPMENT UTILIZED BY THE USER. ARI SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO USER'S RIGHTS HEREUNDER, OR USE OF, OR INABILITY TO USE, THE DATABASE IN ANY WAY (INCLUDING INTERRUPTION OF BUSINESS, DAMAGE TO SOFTWARE OR HARDWARE, OR LOSS OF USE, DATA, OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT OR OTHERWISE, EVEN IF ARI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

## 3. No Continuing Obligation of ARI

ARI is not obligated by this License to continue making the Database available online for any period of time whatsoever, or to provide any technical support of any kind relating to use of the Database.

## **G. SUBSEQUENT CHANGES; USER FEEDBACK**

1. New Functions or Features. From time to time, ARI may, but shall have no obligation to, add new functions or features to the Database or make new information services available to User.

2. Changes in Terms and Conditions. From time to time, ARI may amend any of the existing terms and conditions of this License. Each time that User seeks online access to the product, ARI may require that User assent to this License or to the then-current version of this License. If the User does not assent to this License as it may be amended from time to time, the License shall terminate and User shall not be permitted to access the Database.

3. User Feedback. User agrees that ARI may use any feedback, ideas, critiques, recommendations or other information User provides hereunder for ARI's business purpose, including for Database support and development, without any obligation or payment to User of any kind.

## **H. EFFECT AND TERM OF LICENSE**

### **1. Effect of Agreement**

This License constitutes the complete understanding of the parties and supersedes any prior understanding or agreement, oral or written, relating to the Database. No waiver of any provision shall be valid unless in writing and signed by all parties. Nothing in this License or any other agreement between the User and ARI is intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship.

### **2. Term**

This License is effective upon acceptance by User by clicking on the YES buttons at the end of this License. This License will terminate in accordance with Section B.2 or G.2 above or when superseded by a subsequent agreement between the parties. Upon termination of this License for any reason, User has no right to use the Database and agrees to cease all use whatsoever of the Database.

Termination of this Agreement by ARI in accordance with its terms shall not give rise to the right for User to recover damages or to indemnification of any nature or kind, regardless of whether the User's business depends on timely and continuous access to the Database.

## **I. CHOICE OF LAW AND SEVERABILITY**

This License and all related disputes shall be governed by the laws of the State of Colorado and controlling US law, without giving effect to any choice of law rules that may require the application of laws of another jurisdiction. Should any provision of this

License be found to be void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

#### **J. NON-ASSIGNABILITY AND NON-WAIVER**

Neither this entire License, nor any portion thereof, may be assigned, sublicensed, loaned, leased, distributed or transferred by User without the prior written permission of ARI. Any such assignment or transfer in violation of this Section J shall be null and void. ARI may assign and/or delegate the rights and/or obligations of this Agreement, in whole or in part, in its sole discretion. The failure of either party to enforce any provision of this License shall not be deemed a waiver of that party's right to enforce that provision or any other provision.

#### **K. INDEMNITY**

User shall indemnify, hold harmless and defend ARI from any and all claims, liabilities, damages, expenses, costs, penalties or fines (including reasonable attorneys' and expert fees) arising from (a) User's or User's staff's use of the Database; or (b) User's failure to comply with the terms of this License.