

LICENSE AND SERVICES AGREEMENT

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YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE CARDCARTER PRODUCT TO ACHIEVE LICENSEE’S INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE CARDCARTER PRODUCT.

1. Ordering Document.

The CardCarter Product is ordered via an online form, purchase order, proposal acceptance or other document that references Licensee’s purchase or renewal of a license to the CardCarter Product, and includes details such as subscription term, pricing and scope (collectively, an “Ordering Document”). Ordering Documents may be directly between CardCarter and Licensee or between a CardCarter reseller and Licensee.

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of the Software. If Licensee blocks or does not install any such updates provided by the Service, then the Software's performance will degrade.

3. Third-Party Websites & Retailers.

The CardCarter Product interacts with third-party retail websites (such as Target, Walmart, Pokémon Center, and others). Licensee acknowledges that using automated software to monitor, access, or checkout on these websites may violate their respective Terms of Service. CardCarter is not responsible if Licensee's account, IP address, or payment method on a third-party site is suspended, banned, or otherwise penalized for using the CardCarter Product.

4. License Restrictions.

Except as expressly permitted in this Agreement, Licensee agrees not to, and shall not permit or encourage any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the CardCarter Product or make available the CardCarter Product to any third party; (ii) install the Software on a device not owned by, and in the control and possession of Licensee; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the Software; (iv) copy, modify, improve, create derivative works of the Software or use the CardCarter Product to develop any service or product that is the same as, or substantially similar to, the CardCarter Product; (v) circumvent, disable or otherwise interfere with security-related features of the CardCarter Product; (vi) take any action that imposes or may impose a disproportionately large load on CardCarter's or any third-party retailer's infrastructure; (vii) interfere or attempt to interfere with the integrity or proper working of the CardCarter Product; (viii) remove, alter or obscure any proprietary notice or identification; (ix) use the CardCarter name, logo or trademarks without our prior written consent; and/or (x) use the CardCarter Product to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose. Licensee acknowledges that full compliance with the above restrictions is a condition to the License granted herein.

5. Documentation & Configuration.

CardCarter may make available user documentation ("Documentation"). Licensee is solely responsible for the configuration settings selected within the Software and the outcome that results from such configurations, including missed purchases or incorrectly purchased items.

6. Intellectual Property Rights.

The CardCarter Product is licensed and not sold under this Agreement. Licensee acknowledges that CardCarter and its licensors retain all title, ownership rights and Intellectual Property Rights in and to the CardCarter Product (including any improvements, modifications, updates, and enhancements). CardCarter is NOT affiliated, associated, authorized, endorsed by, or in any way officially connected with The Pokémon Company International, Nintendo, or any of the retailers monitored by this Service.

7. Payments.

All fees specified in each applicable Ordering Document shall be due and payable as set forth therein. All fees shall be charged in advance to the payment method stipulated. All amounts payable hereunder are non-

refundable and shall not be subject to any set-off or deduction. Licensee is responsible for payment of all applicable taxes.

8. Warranty Disclaimers.

AS BETWEEN LICENSEE AND CARD CARTER, THE CARD CARTER PRODUCT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

CARD CARTER DOES NOT WARRANT THAT (I) THE CARD CARTER PRODUCT WILL OPERATE ERROR-FREE, (II) CARD CARTER WILL CORRECT ANY ERRORS, OR (III) THE CARD CARTER PRODUCT WILL SUCCESSFULLY SECURE OR PURCHASE ANY SPECIFIC PRODUCT, INVENTORY, OR ITEM.

9. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL CARD CARTER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, INVENTORY, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE CARD CARTER PRODUCT.

IN ANY EVENT, CARD CARTER'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY LICENSEE TO CARD CARTER FOR USING THE CARD CARTER PRODUCT WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

10. Indemnity.

Licensee agrees to defend, indemnify and hold harmless CardCarter and its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from Licensee's violation of this Agreement or violation of any third-party retailer's terms of service.

11. Term and Termination.

Unless terminated earlier in accordance with the terms of this Agreement, this Agreement is effective for the duration of the term set forth in the Ordering Document. CardCarter reserves the right, at any time, to discontinue or modify any aspect of the CardCarter Product, and/or terminate this Agreement and Licensee's access to the CardCarter Product without liability. Upon termination, Licensee shall cease all use of the CardCarter Product and delete all copies of the Software.

12. Governing Law and Disputes.

This Agreement, and any disputes between Licensee and CardCarter in connection with this Agreement or the CardCarter Product shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws rules. Licensee agrees to submit to the personal and exclusive jurisdiction of the courts located in Delaware.

13. General.

This Agreement constitutes the entire agreement between Licensee and CardCarter concerning the CardCarter Product. CardCarter may modify this Agreement at any time upon written notice (email acceptable) to Licensee or by posting an updated version on its website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions.

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