



License Order Between AlphaMap LLC (“AlphaMap”) and

Talia Hansen

San Juan County, Utah

Name

Company

This License Order (or “Order”) is governed by and incorporates by reference the terms of the [Privacy Policy](#), [Terms of Service](#), and [Master Subscription Agreement](#) (“Agreements”) available for review on alphamap.com as well as the Additional Notes that follow this Order.

AlphaMap Services/Licensed Materials: Premium subscription to the AlphaMap web application

Three (3)

Max Users

Term: The term of license granted hereunder will commence upon the Effective Date specified below and continue until the Expiration Date specified.

January 1, 2025

December 31, 2025

Effective Date of License

Expiration Date of License

License will auto-renew every 12 months until a cancellation request is made by the “Company”. Any changes to the agreed upon Terms and Charges below must be approved in writing 30 days in advance of a renewal.

Charges: Payment

\$4,995

Annual

Cost

Billing Period

Agreed and accepted by each party’s duly authorized representative:

Signature

Signature

Chuck Branch

Name

Name

CEO

Title

Title

NextSite LLC
880 Montclair Road
Suite 625
Birmingham AL 35213

Address

Address

January 1, 2025

Date

Date



Additional Notes

Grant of License: Subject to the terms and conditions of this Agreement, the Provider grants the Customer a non-exclusive, non-transferable license to use the AlphaMap platform in accordance with the terms outlined herein.

Authorized Users: The license granted herein is limited to use by the number of authorized users specified in the subscription plan purchased by the Customer. The Customer shall not permit access to the AlphaMap platform by more users than authorized under the subscription plan.

Restrictions on Use: The Customer shall not (a) sublicense, distribute, or otherwise make the AlphaMap platform available to any third party, (b) modify, adapt, or create derivative works based on the AlphaMap platform, (c) reverse engineer, decompile, or disassemble any part of the AlphaMap platform, or (d) remove any proprietary notices or labels from the AlphaMap platform.

Ownership: The Provider retains all rights, title, and interest in and to the AlphaMap platform, including all intellectual property rights therein. Nothing in this Agreement shall be construed to transfer any ownership rights to the Customer.

Payment: In consideration for the license granted herein, the Customer shall pay the fees specified in the subscription plan selected by the Customer. Payment is due Net 15 from the date of the invoice.

Renewals: AlphaMap reserves the right to review and adjust the pricing at the time of renewal based on factors such as market conditions, inflation, increased costs of goods or services, or any other relevant economic factors. Failure to provide the required written notice of non-renewal within the specified timeframe will result in automatic renewal of the contract for an additional term.

Cancellation Notice: Either party may cancel this Agreement by providing written notice to the other party at least 30 days prior to the end of the then-current annual term.

Cancellation Fees: Upon cancellation, the Customer shall not be entitled to any refund of fees already paid for the remaining term of the contract.

Early Termination: In the event of early termination by the Customer for any reason other than a material breach by the Provider, the Customer shall be responsible for payment of all fees due for the remaining term of the contract.

Outstanding Payments: In the event of cancellation, any outstanding payments or fees owed by the Customer to the Provider shall become immediately due and payable.

Data Retrieval: The Customer is responsible for retrieving any data or information stored within the AlphaMap platform prior to the termination date. The Provider shall not be liable for any loss of data after the termination of the Agreement.

Effect of Cancellation: Upon termination, all rights and licenses granted to the Customer under this Agreement shall cease immediately, and the Customer shall cease all use of the AlphaMap platform.

Amendment and Modification: This Agreement may only be amended or modified in writing and signed by both parties.

Governing Law: This Agreement shall be governed by the laws of the State of Texas, excluding its conflict of laws rules. The United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

Entire Agreement: The terms in this License Order Form, together with the [Master Subscription Agreement](#), constitute the entire Agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this License Order Form, and (2) the [Master Subscription Agreement](#). The parties agree that any term or condition stated in any Customer purchase order or in any other of Customer's order documentation (excluding Order Forms) is null and void.