

## Chain.io Terms of Service

**Last Updated: March 7, 2011**

The following terms and conditions govern all use of the Chain.io website and all content, services and products available at or through the website (collectively, with the website, the “Services”). The Services are owned and operated by Aspect 9, LLC (“Aspect 9”, “we”, “us” or “our”). The Services are offered subject to your acceptance without modification of all of the terms and conditions contained in these Terms of Service and in all other operating rules, policies and procedures that may be published from time to time on the Chain.io website by Aspect 9, which rules, policies and procedures, along with all order forms for Services executed by you and accepted by Aspect 9, are hereby incorporated by reference (collectively, with these Terms of Services, the “Agreement”). Without limiting the foregoing, the Agreement incorporates by reference the Chain.io Privacy Policy (the “Privacy Policy”) and all Chain.io pricing and support policies, as they may be amended from time to time and posted on the Chain.io website.

Please read this Agreement carefully before accessing or using the Services. By clicking on “I accept” or similar verbiage during the signup progress, by executing an order form for the Services, or by accessing or using any part of the Services, you agree to become bound by the terms and conditions of this Agreement, which form a legally binding contract between you and Aspect 9. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Services or use any Services. If you are using the Services on behalf of an employer or another entity, you represent and warrant that you have the authority and capacity to bind such entity to the Agreement.

The Services are available only to individuals who are at least eighteen (18) years of age. If you are under eighteen (18) years of age, you may not use the Services.

**1. Your Account; Authorized Third Parties.** Aspect 9 has no obligation to you to provide Services until you have executed, and Aspect 9 has accepted, an order form for the relevant Services and all up-front payments have been made. Aspect 9 may reject an order form in its sole and absolute discretion for any reason, including failure to pass a credit check. If you sign up for the Services, you are responsible for maintaining the security of your account and the data stored under your account, and you are fully responsible for all activities that occur under your account. You must immediately notify Aspect 9 of any unauthorized uses of your account or any other breaches of security. Aspect 9 will not be liable for any acts or omissions by you or by any third parties you authorize to access your instance of the Services or your data (as described in the next paragraph), including damages of any kind incurred as a result of such acts or omissions.

You may authorize third parties, such as your service providers and trading partners, to access your instance of the Services and view, retrieve, modify and supplement your data stored under your account as necessary for your internal business operations. By doing so, you authorize Aspect 9 to communicate with these third parties for purposes of

providing support and otherwise servicing your account, and, in the course of such communications, to share data with them to which they would otherwise have access through the Services, as well as any other information we deem necessary in order to provide the support and servicing you have requested. Furthermore, if you have purchased access to the Services through a third-party reseller (a “Reseller”), the Reseller is automatically authorized to access your instance of the Services and all data stored under your account; in addition, you authorize Aspect 9 to share all such data, as well as any other information relating to your account or your communications with us, with the Reseller in the course of our relationship with such Reseller or in connection with the support or servicing of your account. As a courtesy to you, we will attempt to copy your designated representative (or the designated representative of your Reseller, if you have purchased access to the Services through a Reseller) on all written or electronic communications relating to your account between Aspect 9 and a service provider or trading partner of yours.

**Any authorization of third parties to access your instance of the Services and your data is entirely at your own risk. You accept full responsibility and liability for all acts and omissions of such third parties (including ensuring their strict compliance with the terms of the Agreement), and you agree that for purposes of this Agreement all such acts and omissions shall be attributed to you as if you had committed them directly. You are responsible for all activity associated with your account or password, whether committed by you or any third party.**

**2. Refund and Cancellation Policies.** Please refer to our current Pricing Policy posted on the Chain.io website for information about our various Service and support offerings. There are no long-term commitments: you may terminate your account or your access to certain Service modules at any time by changing your preferences on your Chain.io dashboard or e-mailing us at [support@chain.io](mailto:support@chain.io). However, if you terminate your access to the Services or certain Service modules, you will not receive a full or partial refund for unused Services or transactions. Where pricing is based on number of transactions, attachment storage or other measurements of Service usage by you and your authorized third-party users, all such measurements shall be based on Aspect 9’s reporting. If you believe that an error has been made, you may contact our customer service at [support@chain.io](mailto:support@chain.io); if you request a re-evaluation or an adjustment, you must provide detailed documentation that supports your request. We will review any reasonable documentation submitted. However, you are ultimately responsible for all activity and Service usage associated with your account, and all determinations concerning such activity or Service usage, or any other matter relating to your account, shall be made by us in our sole and absolute discretion and are final, conclusive and binding.

**3. Payments.** The Services are provided subject to the payment terms in the most recent order form executed by you and Aspect 9 for the Services (unless you have purchased access to the Services through a Reseller, in which case your obligations are as set forth in your agreement with the Reseller). If you sign up for the Services directly with Aspect 9, you will be asked to provide credit or debit card or other billing information. By providing such information, you represent and warrant that the information is accurate

and complete in all respects, and you authorize Aspect 9 and its payment application providers to charge your billing account. If your billing account information changes, you are responsible for immediately updating your billing account information with us. If any billing account information is invalid, or if we or our payment application provider cannot charge your account for any reason, we may immediately suspend or terminate your access to the Services without notice, and you may lose the data you have stored through the Services.

#### **4. Responsibility for User Content.**

“User Content” refers, collectively, to any and all materials, including but not limited to information, data, text, software, photos, graphics, music, sound, videos, messages, tags, interactive features, CSV files or any other materials, posted, uploaded, imported or submitted to the Services by you or your authorized third-party users, any such materials published, exported, distributed, displayed, shared or otherwise disseminated by you or your authorized third-party users on or through the Services or created, designed or stored by you or your authorized third-party users through the Services, and anything e-mailed to us. User Content is subject to the following terms.

You are solely responsible for all User Content associated with your account and for any harm resulting therefrom. We do not approve or endorse any User Content, and we do not control the quality of User Content. We do not have any responsibility for the availability, accuracy, correctness, completeness, usefulness, reliability or timeliness of User Content, and we may choose to post, refuse to post, delete, remove or modify User Content at our sole discretion, without prior notice. IN ADDITION, WHILE WE MAY MONITOR USER CONTENT FROM TIME TO TIME, YOU AGREE THAT WE HAVE NO OBLIGATION TO DO SO.

**WE DO NOT CLAIM OWNERSHIP OF USER CONTENT. However, by providing User Content through any means (or authorizing your service providers and/or trading partners to do so), you grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully-paid, transferable and sub-licensable right and license to use, copy, reproduce, display, publicly perform, edit, modify, adapt, publish, transmit, transfer, create hypertext links to, broadcast and distribute the User Content in any form, in all media (whether now or hereafter existing), for purposes of providing, operating, modifying, improving, maintaining and supporting the Services. In addition, you grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully-paid, transferable and sub-licensable right and license to use and reproduce User Content for our internal research purposes.**

You represent and warrant to us that you either own all rights in, to and relating to all User Content associated with your account or otherwise have the right and ability to use the User Content for your intended purposes and to grant the licenses in such User Content described above. You may not (or permit your authorized third-party users to) post, upload, import, submit, publish, export, distribute, display, store, share or otherwise disseminate on or through the Services any User Content where the foregoing

representation and warranty is not true. This includes, without limitation, any User Content which is or contains the copyrighted material, trademarks, service marks or other intellectual property, or confidential or proprietary data, of another party, or which features an image or likeness of a person from whom you have not obtained the necessary permission in writing. You represent and warrant to us that all User Content associated with your account does not and will not violate or infringe any copyright, trademark, publicity or privacy right, trade secret right or any other right of a third party. If your employer or another third party has rights to User Content you create or make available using the Services, you represent and warrant that you have either (i) received permission from such party to post or make available the User Content, including but not limited to any confidential or proprietary data, or (ii) secured from such party a waiver as to all rights in or to the User Content.

You may not manipulate the Services to hide or disguise in any way the origin of any User Content, nor may you impersonate another person, company or organization in any way. You may not submit User Content that contains lies or misrepresentations of any kind or that is illegal, obscene, defamatory, libelous, threatening, abusive, harassing, pornographic, discriminatory or otherwise offensive on the basis of race, ethnicity, gender, age or sexual orientation, indecent, that encourages illegal activity of any kind, or that is targeted at or designed to appeal to children under the age of thirteen (13). You may not upload, launch, post, e-mail or transmit any material that may contain viruses, worms, Trojan horses, Easter eggs, trap doors, back doors, time bombs, cancelbots or other harmful components of any kind.

If you delete User Content, Aspect 9 will use reasonable efforts to make it inaccessible from the Services, but you acknowledge that caching or references to the User Content may not be made immediately unavailable. We may also retain copies of User Content in our records to comply with applicable law or in accordance with our business requirements.

**5. Linked Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which the Chain.io website links, or that link to the Chain.io website. Aspect 9 does not have any control over those non-Aspect 9 websites and webpages, does not recommend or endorse them, and is not responsible for their content, products or services or their use. In addition, any linked websites or webpages may have privacy and security practices that are very different from ours. We have no responsibility for or control over such privacy or security practices or any third-party website's collection, storage, use or disclosure of information from you. You agree that you have read and are responsible for abiding by the privacy policies, use or service agreements or terms of use, and any other policies of any linked webpages and websites.

**6. License to Use Services; Intellectual Property Rights.** Provided that your (or, if applicable your Reseller's) account with us is up-to-date, we grant you a limited, revocable, non-transferable and non-sublicensable (except as expressly specified otherwise in the next sentence) license to access and use those specific modules and

features of the Services that are specified in the most recent order form which you (or, if applicable, your Reseller) has executed with us, exclusively for your internal business purposes and not for commercial resale, sub-licensing, time-sharing or service bureau usage. Notwithstanding the foregoing, subject to the terms of Section 1 above, you may authorize your trading partners and service providers to access the Services and view, retrieve, modify and supplement your data stored through the Services in the furtherance of your internal business purposes.

The Services, including all software, Aspect 9 content, inventions, technology, products, services and data provided on the Chain.io website or through the Services, are protected under United States and international copyright, patent, trademark and/or other intellectual property laws and incorporate valuable confidential information and trade secrets of Aspect 9. In addition, as part of the Services, we provide certain data, such as tariff classification data, that are licensed from third parties and the use and re-use of which is subject to proprietary restrictions in our agreements with those third parties. Accordingly, except as expressly permitted in the Agreement, you may NOT (a) modify or create any derivative works based on the Services, including customization, translation, or localization; (b) copy, reproduce, reuse in another product or service (or merge with another product or service), modify, alter, distribute, publish or display in any manner any software, files or data, or parts thereof, included as part of the Services (other than supply chain data that you, your trading partners or your service providers furnish); (c) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Services, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Services, or the underlying ideas or algorithms of the Services; or (d) attempt to gain unauthorized access to the Services (or any module or feature thereof) or to any account, application, platform, computer system or network associated with the Services. You also may not harvest tariff classification data or other data provided by the Services (whether through any robotic or automated means or manually), resell, license, sub-license or distribute such data or use it to create a database or other product for re-sale or other re-use. **Your compliance with the requirements in this Section 6 is a condition to, and material inducement and consideration for, our granting you the right to access and use the Services.**

All suggestions, requests and feedback you or your authorized third-party users may communicate to us regarding the Services, and all inventions, improvements, modifications, product or service ideas, and concepts contained therein (collectively, "Feedback"), shall become exclusive property of Aspect 9. You hereby assign all worldwide rights, title and interest in, to and under any such Feedback to Aspect 9 and agree to execute and deliver any assignments or other instruments or documents that we may request in order to confirm, perfect, record or enforce our rights with respect to the Feedback.

This Agreement does not transfer from Aspect 9 to you any Aspect 9 or third party intellectual property, and all right, title and interest in, to and under such property will remain solely with Aspect 9 or such third party, as applicable. All rights not expressly granted in this Agreement are reserved to Aspect 9. Aspect 9, Chain.io, the Aspect 9 and

Chain.io logos, and all other trademarks, service marks, graphics and logos used in connection with the Services are trademarks or registered trademarks of Aspect 9 or Aspect 9's licensors. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any Aspect 9 or third-party trademarks.

**7. Prohibited Uses.** You are only allowed to access and use the Services for lawful purposes. Any action by you or associated with your account that we believe, in our sole and absolute discretion: (a) violates these Terms of Service or the Privacy Policy; (b) restricts, inhibits, disrupts, interferes with, limits, or prevents access or use of the Services; or (c) through the use of the Services, abuses, defames, harasses, disparages or threatens another user of the Services, is strictly forbidden.

You also may NOT:

- solicit for commercial purposes other users of the Services;
- use the Services to distribute or post solicitations, promotional materials, spam, junk mail, chain letters, or pyramid schemes;
- use metatags or any other "hidden text" utilizing any of our or any third party's product names or trademarks;
- distribute or upload viruses, spyware, malware, adware or any other code, programs or technologies that may harm the Services, or the interests, data or property of users of the Services or any other Services or Internet property; or
- harvest or otherwise collect personal information about users, including e-mail addresses, without their consent.

You further agree that you will not use any robot, spider, crawler, scraper or other automated means to access the Services for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; or (b) bypass any measures we may use to prevent or restrict access to the Services or certain features or modules of the Services.

**Finally, in view of the business-to-business nature of the Services, you may NOT use the Services to store non-public personal information relating to your consumers or employees, such as Social Security or driver's license numbers, credit or debit card or other financial account information, information relating to personal health or medical history, or names, addresses or contact information relating to children under the age of thirteen (13).** We are not responsible for the security of any such information you may submit, and if such information is submitted to us, we reserve the right to delete or suspend access to it at any time and for any reason, without notice.

The foregoing activities will not be permitted, and we may immediately suspend or terminate your access to the Services if, in our sole and absolute discretion, we believe

that you have engaged in any of these activities or that they have occurred in association with your account or password.

8. **Changes.** Aspect 9 reserves the right, at its sole discretion, to amend or update any part of this Agreement by posting the amended or updated Agreement on the Chain.io website. If a change in this agreement will affect your account with us, we will post a notice on the Services dashboard for all users with administrative privileges or send an e-mail to the e-mail address currently associated with your billing account notifying you of the change. However, it is your responsibility to check this Agreement periodically for changes, and you should check the “Last Updated” date at the top of these Terms of Service, the Privacy Policy and the other policies and procedures incorporated herein, to familiarize yourself with the latest version of this Agreement. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. Aspect 9 may also, in the future, offer new services and/or features through the Services (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of the then-current version of this Agreement as well as any additional terms and conditions that Aspect 9 may post on the Chain.io website. Aspect 9 may also modify or eliminate modules or features of the Services; your sole and exclusive remedy, and Aspect 9’s sole liability, in connection with any such change, modification or elimination is to terminate your account with us.

From time to time Aspect 9 may also require you to accept an updated version of these Terms of Service, the Privacy Policy or other policies or procedures incorporated in the Agreement. If you do not wish to accept the updated terms, you must terminate your account pursuant to Section 9 below, and such termination will be your exclusive remedy.

9. **Term and Termination; Deletion and Retrieval of Data.** The term of this Agreement shall commence upon your (or if, applicable, your Reseller’s) execution of an order form for the Services and shall continue for the term specified in the most recently executed order form between you (or, if applicable, your Reseller) and Aspect 9, or (if no definite term is specified) shall continue on a month-to-month basis, unless terminated earlier in accordance with this Section 9. We may terminate your account or your access to all or part of the Services immediately upon notice to you if you fail to make any payment to us within the time required, if you fail to maintain current and valid billing account information on file with us, or if we believe, in our sole discretion, that you (or any person accessing your account) have violated any term or provision of the Agreement or have violated any federal, state, local or foreign laws, regulations, rules, judgments, decrees, ordinances or other governmental or quasi-governmental requirements (collectively, “Laws”). (A termination as contemplated in the preceding sentence is referred to as termination with “Cause”.) Aspect 9 may also terminate your account or your access to all or part of the Services at any time without Cause upon seven (7) days’ notice. Any termination by us shall be without liability to you; provided, however, that if we terminate your account or your access to the Services without Cause and your account is up-to-date at the time of termination, we will refund any unused portion of a

prepayment made by you directly to us within thirty (30) days after the date of termination. Upon any termination of the Agreement, you will be responsible for all charges made on your account.

Notwithstanding any of the foregoing to the contrary, if you have purchased access to the Services through a Reseller, we may restrict or terminate your access to the Services and/or delete your data stored through the Services at any time, without notice and without liability to you, if requested by the Reseller for any reason. In addition, your access to the Services may be terminated or restricted, and/or your data deleted, in the event that a Reseller from which you have purchased access to the Services is in arrears to us (whether or not related to your account) or is otherwise in default of its agreement with us. You agree that your sole recourse and remedy in the event of any such restriction, termination or deletion of data is against the Reseller, in accordance with your agreement with such Reseller. You agree to hold Aspect 9 harmless from and against any and all claims, complaints, demands, actions, lawsuits, losses, liabilities, damages, costs and expenses in any way relating to or arising out of a restriction or termination of access to the Services, or deletion of your data, pursuant to the terms of this Section 9.

Please refer to Section 2 above (“Refund and Cancellation Policies”) if you wish to terminate your account and this Agreement, or wish to terminate your access to certain Service modules.

Upon any termination of this Agreement, Aspect 9 may (but is not obligated to) permanently delete your data from storage, and you consent to such deletion. In the event that Aspect 9 terminates your access to the Services, you may, within ten (10) days after such termination, request a downloadable backup copy of your database created through the Services. Aspect 9 will consider all such requests in good faith and will use reasonable efforts to provide the transfer and download within thirty (30) days after your request; provided, however, that (1) Aspect 9 may refuse any such request in good faith depending on the circumstances of the termination (for example, if Aspect 9 believes that providing such data would cause or exacerbate a breach of security with the potential for damage to third parties); and (2) you agree to pay all costs (including internal Aspect 9 personnel time) associated with the transfer and download, as invoiced by Aspect 9, and further agree that Aspect may require you to prepay the estimated costs or make a deposit by submitting valid billing account information. Furthermore, our provision of a backup copy of your database is subject to verification of your identity and Aspect 9’s other security procedures.

All provisions of this Agreement which by their nature should survive termination, including, without limitation, payment obligations, ownership and intellectual property provisions, disclaimers of warranties, indemnification, limitations of liability, choice of laws, arbitration terms, waiver of class actions and miscellaneous terms, shall do so.

**10. Copyright and Other Intellectual Property Infringement.** As Aspect 9 asks others to respect its intellectual property rights, it respects the intellectual property rights of others, and requires its users and customers to do so. If you are a copyright owner or an



agent thereof and believe that any User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Chain.io website or available through our Services are covered by a single notification, a representative list of such works at those locations;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Aspect 9 to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Aspect 9’s designated Copyright Agent to receive notifications of claimed infringement may be contacted via e-mail at [copyrightagent@aspect9.com](mailto:copyrightagent@aspect9.com). For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Aspect 9’s customer service. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

In the event that you believe Aspect 9 removed any of your User Content in response to a false notice of copyright infringement, you should notify Aspect 9 promptly in writing pursuant to the DMCA, at the e-mail address provided above. Such notification should include:

- Your physical or electronic signature;
- Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the U.S. District Court for the Eastern District of Pennsylvania, and a statement that you will accept

service of process from the person who provided notification of the alleged infringement.

Furthermore, you should include a clear statement of your acceptance of process pertaining to the notifying party or the agent of the party as defined in DMCA § 512(c)(1)(C). If a counter-notice is received by the Copyright Agent, Aspect 9 may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the User Content provider or user, the removed User Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole and absolute discretion.

Aspect 9 has a policy of terminating the account of, or denying access or use of the Services to, in its sole and absolute discretion, any user who repeatedly infringes the copyrights or other intellectual property rights of others.

Aspect 9 shall have no liability for any action taken pursuant to this Section.

#### **11. Disclaimers of Warranties; Limitations of Liability.**

YOU AGREE THAT USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ASPECT 9 AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND/OR YOUR USE THEREOF INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, FREEDOM FROM VIRUSES, LEGAL AND REGULATORY COMPLIANCE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. YOUR USE OF THE SERVICES AND ANY DATA AVAILABLE THROUGH THE SERVICES (WHETHER PROVIDED BY YOU, ASPECT 9 OR A THIRD PARTY), AND ALL ACTIONS AND DECISIONS TAKEN BASED ON YOUR USE OF THE SERVICES AND SUCH DATA, ARE ENTIRELY AT YOUR OWN RISK.

WITHOUT LIMITING THE FOREGOING, ASPECT 9 MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES AND/OR THE SERVICES’ CONTENT OR DATA, OR THE CONTENT, PRODUCTS OR SERVICES OF ANY WEBSITES LINKED TO THE CHAIN.IO WEBSITE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT OR DATA, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES AND/OR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE

OF THE SERVICES, YOUR DATA, AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION YOU OR YOUR AUTHORIZED THIRD-PARTY USERS STORED THROUGH THE SERVICES, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, OR ANY UNAVAILABILITY OF YOUR DATA, (V) ANY BUGS, VIRUSES, TROJAN HORSES AND/OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, (V) ANY LOSS, ALTERATION OR DAMAGE TO CONTENT OR DATA (WHETHER STORED THROUGH THE SERVICES OR OTHERWISE), OR (VI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR DATA POSTED, E-MAILED, IMPORTED, TRANSMITTED, DISTRIBUTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. YOU ACKNOWLEDGE THAT THE SERVICES ARE HOSTED BY THIRD PARTIES AND TRANSMITTED ACROSS PUBLIC NETWORKS AND THUS ARE NOT IMMUNE FROM HACKING, ACCIDENTAL OR MALICIOUS DESTRUCTION OR ALTERATION OF DATA, OR UNAUTHORIZED MONITORING OR INTERCEPTION; ASPECT 9 DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY AND ALL SUCH EVENTS.

CERTAIN INFORMATION LIKE TARIFF CODES ARE MADE AVAILABLE THROUGH THE SERVICES PURELY AS A CONVENIENCE. NEITHER ASPECT 9 NOR ITS LICENSORS REPRESENT OR WARRANT THAT SUCH INFORMATION IS OR WILL BE CORRECT OR UP-TO-DATE, OR THAT USE OF THE SERVICES OR SUCH DATA WILL ENSURE YOUR COMPLIANCE WITH ANY APPLICABLE LAWS, INCLUDING ANY LAWS RELATING TO THE CALCULATION OR PAYMENT OF CUSTOMS, EXCISE, SALES, USE, VALUE-ADDED OR SIMILAR DUTIES OR TAXES, OR OTHERWISE RELATING TO THE IMPORT, EXPORT, SALE OR DISTRIBUTION OF PRODUCTS AND SERVICES. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE REQUIREMENTS OF, AND ENSURING YOUR COMPLIANCE WITH, ALL LAWS APPLICABLE TO YOUR BUSINESS ACTIVITIES.

ASPECT 9 ALSO DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE OR OPPORTUNITY ADVERTISED OR OFFERED BY A RESELLER, AND ASPECT 9 WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING OR ENFORCING ANY TRANSACTION BETWEEN YOU AND ANY RESELLER.

Some jurisdictions do not allow the disclaimer of implied warranties in some circumstances, so if the laws of such a jurisdiction apply to your dealings with us and if the requisite circumstances exist in your case, then some portion or all of the foregoing disclaimers may not apply to you. The law of warranty varies from jurisdiction to jurisdiction and the law applicable in your particular case may give you specific legal rights.

UNDER NO CIRCUMSTANCES SHALL ASPECT 9, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS OR SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ASPECT 9 OR ANY OF THE FOREGOING PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, ASPECT 9 AND THE ABOVE-REFERENCED PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES, ANY COSTS OF COVER OR DATA RECOVERY, OR ANY DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES AND/OR ACCESS YOUR DATA.

YOU FURTHER AGREE THAT, IN THE EVENT THAT ASPECT 9, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, LICENSORS AND SUPPLIERS CAN BE HELD LIABLE FOR ANY CLAIM OR DAMAGE RELATING TO THIS AGREEMENT OR THE SERVICES, SUCH LIABILITY WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNT ACTUALLY PAID TO US (BY YOU OR YOUR RESELLER, IF APPLICABLE) FOR YOUR USE OF THE SERVICES DURING THE PREVIOUS SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You agree that the disclaimers of warranties and limitations of liability in this Section 11 are reasonable and are a material inducement for Aspect 9's granting you the ability to access and use the Services. You further acknowledge and agree that the pricing of the Services is a bargained-for consideration that reflects the allocations of risk and liability contemplated in this Section 11, and that the Services would not be offered to you under their current pricing if you had not explicitly agreed to such allocations of risk and liability or if they were held not to be enforceable.

**12. Services Provided From United States.** The Services and the Chain.io website are controlled and offered by Aspect 9 from its and its service providers' facilities in the United States of America. Aspect 9 makes no representations that the Services or the Chain.io website are appropriate or available for use in other locations. Those who access or use the Services or the Chain.io website from other jurisdictions do so at their own volition and are responsible for compliance with all local laws, statutes, rules, regulations and codes.

**13. General Representation and Warranty.** You represent and warrant that (i) your use of the Services will be in strict accordance with the Agreement and with all applicable Laws (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and

including all applicable Laws regarding the transmission of technical data exported from the United States or the country in which you reside); and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

**14. Indemnification.** To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Aspect 9, its affiliates and its and their respective members, managers, officers, employees, representatives, contractors, agents, suppliers and licensors (the “Indemnified Parties”) from and against any and all claims, actions, lawsuits, damages, obligations, complaints, demands, allegations, losses, liabilities, costs or debts, and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Losses”) arising out of or related to or in connection with your actual or alleged (a) use of or access to the Services and/or the Chain.io website; (b) violation, breach or default of any term of the Agreement; or (c) violation of any third party right including, but not limited to, any patent, trademark, service mark, copyright, trade secret, publicity or privacy right; or arising out of or related to or in connection with (d) any claim that your User Content caused damage to a third party.

**15. Notices.** All notices, demands and other communications hereunder shall be in writing and shall be effective upon receipt, provided that we may provide notice to you by posting announcements on your Services dashboard or sending an e-mail to you at the e-mail address you currently have on file with us. Any such notice to you will be deemed given immediately upon transmittal or posting. Except as specified in the next sentence, all notices to us of a legal nature shall be in writing and shall be sent by certified first-class U.S. mail, return receipt requested, to: Aspect 9, LLC, 231 N. 3<sup>rd</sup> Street #223, Philadelphia, PA 19106. All notices regarding copyright infringement issues shall be sent in accordance with our intellectual property policy described in Section 10 above. If you have any questions about the Agreement, or if you need to notify us about a non-legal matter, then you may contact us at support@io.com, or at the following address: Aspect 9, LLC, 231 N. 3<sup>rd</sup> Street #223, Philadelphia, PA 19106.

**16. Miscellaneous; Choice of Law; Arbitration.**

We shall not be responsible for any errors, failure to perform or delay in performance of any obligation hereunder, or any unavailability of the Services or your data, due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law, acts or failures of third-party service providers or other third parties, or any other similar conditions beyond our reasonable control. You agree that no joint venture, partnership, employment or agency relationship exists between you and us or any of our affiliates as a result of this Agreement or your use of the Services. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

This Agreement (including the Privacy Policy and all other Aspect 9 operating policies, rules and procedures posted on the Chain.io website from time to time) constitutes the entire agreement between Aspect 9 and you concerning the subject matter hereof, and

may only be modified by a written amendment signed by an authorized executive of Aspect 9, or by the change procedures described in Section 8 above. Any dispute relating to this Agreement or arising out of any access to or use of the Services will be governed by the laws of the Commonwealth of Pennsylvania, U.S.A., excluding its conflict of law provisions. SHOULD A DISPUTE ARISE CONCERNING THE TERMS AND CONDITIONS OF THE AGREEMENT, THE BREACH OF SAME BY ANY PARTY HERETO, OR ANY PRODUCTS OR SERVICES PROVIDED BY ASPECT 9, THE PARTIES AGREE TO SUBMIT THEIR DISPUTE FOR RESOLUTION BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN PHILADELPHIA, PENNSYLVANIA, IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY AWARD RENDERED SHALL BE FINAL AND CONCLUSIVE TO THE PARTIES AND A JUDGMENT THEREON MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN ORDER TO PROTECT ITS RIGHTS PENDING ARBITRATION OR TO PROTECT ITS CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AS TO ANY CLAIM, DISPUTE OR CONTROVERSY THAT YOU MAY HAVE AGAINST ASPECT 9, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, LICENSORS AND SUPPLIERS. YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A LAWSUIT OR TO REMOVE YOU AS A PARTICIPANT IN THE SUIT. YOU AGREE TO PAY THE ATTORNEYS' FEES AND COURT COSTS THAT ASPECT 9 INCURS IN SEEKING SUCH RELIEF. THIS PROVISION PREVENTING YOU FROM BRINGING, JOINING OR PARTICIPATING IN CLASS ACTION LAWSUITS IS AN INDEPENDENT AGREEMENT AND DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AND NOT AS A CLASS ACTION IN BINDING ARBITRATION AS PROVIDED ABOVE. If Aspect 9 prevails in any action or proceeding to enforce this Agreement or arising out of your access to or use of the Services, it shall be entitled to recover, in addition to all other available legal and equitable relief, its legal costs, including reasonable attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be reformed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. The provisions of the Agreement are severable, and if any portion is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable and in effect. Any waiver by either party of any term or condition of this Agreement or any breach thereof shall be in writing, executed by the party to be charged, and any such waiver, in any one instance, will not waive such term or condition in any other instance or any subsequent breach thereof. This Agreement is not assignable by you, except by operation of law; Aspect 9 may assign this Agreement in whole or in part. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

You acknowledge that the Agreement is a business-to-business agreement in which both parties are sophisticated and have had the opportunity to be represented by counsel. Accordingly, no terms or provision of the Agreement shall be interpreted or construed against either party by virtue of its being deemed the draftsman.