

TERMS OF USE

THESE TERMS OF USE AND ALL OTHER LEGAL DOCUMENTS INCORPORATED BY REFERENCE (COLLECTIVELY, THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND WILLIAM FRICK & CO. ("WE," OR "US" OR "FRICK"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO ACCESS OUR SERVICES AND USE OUR INTERNET PROPERTIES INCLUDING, WITHOUT LIMITATION, HTTP://WWW.SMARTCATRFID.COM AND MICROPLATFORMS, MOBILE WEBSITES, MOBILE APPLICATIONS, COMPANY PROFILES ON SOCIAL MEDIA PLATFORMS AND ANY OTHER DIGITAL SERVICES OR PROPERTIES OPERATED OR USED BY COMPANY FROM TIME TO TIME (COLLECTIVELY REFERRED TO AS THE "PLATFORM"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "PLATFORM" INCLUDE THE CONTENT AND SERVICES AVAILABLE THROUGH THE PLATFORM (THE "SERVICES") AND ANY SOFTWARE THAT FRICK PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE PLATFORM FROM A MOBILE DEVICE (A "MOBILE APPLICATION"). BY USING THE PLATFORM, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE PLATFORM, ANY SERVICES AVAILABLE THROUGH THE PLATFORM OR ANY INFORMATION CONTAINED ON THE PLATFORM.

Special Provisions for Healthcare Customers

If you are using the Platform for the collection, storage and/or processing of information that may be considered protected health information as defined by HIPAA or regulations thereunder (each as amended from time to time), you acknowledge and agree that such use will be governed by a business associate agreement entered into between you and Frick and that the provisions of such agreement, notwithstanding any other provision of these Terms, will govern such use by you of the Platform.

You represent and warrant that you have obtained the proper consents, authorizations, and releases from individuals to the fullest extent required by applicable law before posting their health-related information to the Platform.

Changes.

Frick may make changes to the content and Services offered on the Platform at any time, without notifying you. Frick can change, update, or add or remove provisions of these Terms, at any time, by posting the updated Terms on the Platform and by notifying you of the changes by email and/or during your next visit to the Platform and/or during your next login session. By using the Platform after Frick has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Platform.

Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular features or pages of the Platform. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded. If you have a separately executed written contract for

Services with Frick, in the event of conflict with these Terms, the provisions of your executed contract shall prevail.

General Use.

You represent and warrant that you are lawfully able to enter into contracts. If you are entering into these Terms on behalf of a business entity, you represent and warrant that you have the legal authority and capacity to bind such business entity. If you are not authorized nor deemed by law to have such authority, you assume sole personal liability for the obligations set out in these Terms.

Privacy Policy.

Please review Frick's Privacy Policy (the "Privacy Policy") which explains how we use information that you submit to Frick (available at <https://www.smartcatrfid.com/wp-content/uploads/2018/05/smartcat-privacy-policy-2018.pdf>).

Proprietary Rights and Licenses

Frick provides content through the Platform and through the Services that is property of, copyrighted by and/or trademarked work of Frick or Frick's third-party licensors and suppliers or other users of the Platform (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

You acknowledge that the Platform, its entire contents, features and functionality (including but not limited to all the text, data, information, software, graphics, photographs, sounds, music, videos, interactive features and the like thereof), Materials, and the trademarks, tradenames, service marks, trade dress or logos contained therein ("Marks"), and any other proprietary rights related thereto or appearing on the Platform, are owned by or licensed to Frick, its licensors or other providers of such material, and are protected by copyrights, trademarks, service marks, patent rights, trade secrets and/or other proprietary rights ("Intellectual Property"). As between You and Us, We reserve all right, title, and interest, not expressly granted in and to the Platform. You may only use the Platform (and the Intellectual Property) as expressly permitted in these Terms and for no other purpose.

The Platform as a whole is copyrighted as a collective work, and Materials appearing on or accessible through the Platform, are owned by or licensed to Frick and are likewise subject to copyright protection domestically and internationally. Materials on the Platform are provided to you AS IS for personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Frick or the respective owners. You agree to not engage in the use, copying, or distribution of any of the Materials other than expressly permitted herein, including any use, copying, or distribution of content submitted by third parties obtained

through the Platform for any commercial purposes. You must abide by all copyright notices, information, or restrictions contained in or attached to any Materials or Submissions.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, Frick hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Platform solely for your personal use. Except for the foregoing license, you have no other rights in the Platform or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Platform or Materials in any manner. You agree not to circumvent, disable or otherwise interfere with security related features of the Platform or features that prevent or restrict use or copying of Materials or enforce limitations on use of the Platform or the Materials therein. You agree to be liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of the Platform. All rights not expressly granted herein are reserved.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

All Marks not owned by Frick that appear on the Platform are the property of their respective owners and are used by permission. Ownership of Marks and the goodwill associated therewith remains with Us or with those other entities.

Please refer to our Unauthorized Activities section below for more information pertaining use of the Platform.

The Mobile Application and all other software that is provided to you through the Platform and Services and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if You are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Mobile Applications and Downloadable Software.

Frick makes available Mobile Applications to access the Platform via mobile devices. To use the Mobile Application you must have a mobile device that is compatible with the mobile service. Frick does not warrant that the Mobile Application will be compatible with your mobile device. Frick hereby grants to you and each of your employees, agents or independent contractors using the Mobile Application in the course of your business (each a “user”) a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for on up to

three (3) mobile devices. You may not: (i) modify, disassemble, decompile, reverse assemble or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that Frick may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and Frick and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that Frick provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

You acknowledge that these Terms are between you and Frick only, and not with Apple, Inc. ("Apple"). Your use of Frick's iOS App must comply with Apple's then-current App Store Terms of Service. Frick, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App. You agree that Frick, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App. You agree that Frick, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties. You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App). The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to your license of Frick's iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to

have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that Frick provides to you designed for use on an Android-powered mobile device (an “Android App”): You acknowledge that these Terms are between you and Frick only, and not with Google, Inc. (“Google”). Your use of Frick’s Android App must comply with Google’s then-current Android Market Terms of Service. Google is only a provider of the Android Market where you obtained the Android App. Frick, and not Google, are solely responsible for Frick’s Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to Frick’s Android App or these Terms. You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to Frick’s Android App.

In addition to any Mobile Applications, Frick may offer to you software and other tools for download on the Platform. Any downloadable software or tools from the Platform are also subject to the terms of Frick’s End User License Agreement (available at <https://www.iformbuilder.com/iformbuilder-eula/>) which is hereby incorporated by reference.

Using the Platform and the Services on the Platform.

However, in order to access certain password-restricted areas of the Platform (such as to contract with Frick to receive Services) and to use certain Services and Materials offered on and through the Platform, you must register with Frick for an account and receive a password.

Password Restricted Areas of the Platform.

If you desire to register for an account with Frick, you must submit the following information through the account registration page on the Platform: company name, email address, phone number, first name, and last name. You will also have the ability to provide additional optional information, such as company role, and company website, which is not required to register for an account but may be helpful to Frick in providing you with more a more customized experience when using the Platform or its Services. Once you have submitted your account registration information, Frick administrator shall have the right to approve or reject the requested registration, in Frick administrator’s sole discretion. If your account is approved by a Frick administrator, you will be sent an e-mail that contains a link to setup your password and complete the account registration process which will allow you to log-on to the Platform.

You are responsible for maintaining the confidentiality of your Frick password, and you are responsible for all activities that occur using your passwords. You agree not to share your passwords, let others access or use your passwords or do anything else that might jeopardize the security of your passwords. You agree to notify Frick if any of your passwords on the Platform is lost, stolen, if you are aware of any unauthorized use of your passwords on the Platform or if you know of any other breach of security in relation to the Platform.

All the information that you provide when registering for an account and otherwise through the Platform must be accurate, complete and up to date.

Purchases.

If applicable, you agree to pay all fees or charges to your account based on Frick's fees, charges, and billing terms in effect as contracted with Frick and/or as shown on our Pricing Page (available at <https://www.smartcatrfid.com/products/>). If you do not pay on time or if Frick cannot charge your credit card, or other payment method for any reason, Frick reserves the right to either suspend or terminate your access to the Platform and account and terminate these Terms. You are expressly agreeing that Frick is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of the Platform and the fees will be billed to your credit card, or other payment method designated on your initial registration with the Platform, and thereafter at regular intervals for the remainder of the term of these Terms. If you cancel your account at any time, you will not receive any refund. If you have a balance due on any account, you agree that Frick may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Term and Termination.

These Terms will become effective and binding when you use the Platform, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions or additional terms we place on the Platform (such as buttons labeled "I Agree" or "Submit"). You do not need to inform us if you wish to stop using the Platform. We reserve the right to terminate your access to the Platform at any time for convenience and without notice. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms. In the event of termination of access to current paid-for Services, we will continue Services for the agreed-paid term. We reserve the right to suspend access to free accounts at any time, however if you are not in breach of these Terms, you may convert your free account to a trial or paid account at any time by contacting Frick or by following our instructions in the event of account termination. For a period of up to thirty (30) days following termination of your paid account, we will make your data available for export by you. After such time period, we may delete such data from our systems.

Electronic Communications.

By using the Platform and/or the Services provided on or through the Platform, you consent to receiving electronic communications from Frick. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Platform and/or Services provided on or through the Platform. These electronic communications are part of your relationship with Frick. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Submissions.

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Platform (each a "Submission") and through the Services available in connection with the Platform. You may not upload, post or otherwise make available on the Platform any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in Frick's Privacy Policy, you agree that any Submission provided by you in connection with the Platform is provided on a non-proprietary and non-confidential basis. You hereby grant to Frick a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. Frick agrees to use any personally identifiable information contained in any of your Submissions in accordance with Frick's Privacy Policy.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. Those prohibitions do not require Frick to monitor, police or remove any Submissions or other information submitted by you or any other user.

Unauthorized Activities.

When using the Platform and/or the services, you agree not to:

Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Use racially, ethnically, or otherwise offensive language.

Discuss or incite illegal activity.

Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).

Post anything that exploits children or minors or that depicts cruelty to animals.

Post any copyrighted or trademarked materials without the express permission from the owner.

Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.

Use any robot, spider, scraper or other automated means to access the Platform.

Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

Alter the opinions or comments posted by others on the Platform.

Post anything contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. Frick reserves the right to (a) terminate access to your account, your ability to post to the Platform (or use the Services) and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that Frick determines is inappropriate or disruptive to the Platform or to any other user of the Platform and/or Services. Frick may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Frick's discretion, Frick will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Platform or on the Internet, including providing information about you and your use of the Platform. Unauthorized use of any Materials contained on the Platform may violate certain laws and regulations.

Third-Party Offerings

You may be able to access web platforms, content or services provided by third-parties through links that are made available on the Platform, including but not limited to voluntarily sharing some of your information from the Platform in social media platforms, and 'liking' our Platform in social media outlets. Frick does not assume any responsibility or the accuracy, completeness and legality of the contents of such third party web platforms. The fact that we link to a third party website or service is not an endorsement or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies, term of use, business practices or their compliance with laws. We do not exercise control over third party web platforms or services. We encourage you to read the privacy policies and terms of use of the other web platforms and services you use and the terms of the offers in which you participate.

Intellectual Property Infringement.

Frick respects the intellectual property rights of others, and we ask you to do the same. Frick may, in appropriate circumstances and at our discretion, terminate service and/or access to the Platform for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Platform, please provide Frick's designated agent the following information:

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 and/or trademarked work claimed to have been infringed, or, if multiple works at a single online Platform are covered by a single notification, a representative list of such works at that Platform.

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 at the Platform, and information reasonably sufficient to permit Frick to locate the material.

Information reasonably sufficient to permit Frick to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

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 and/or trademark owner, its agent, or the law.

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.

Frick's agent for notice of claims of copyright or trademark infringement on the Platform can be reached as by email at smartcat@fricknet.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Indemnification

You agree to indemnify and hold Frick and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Frick or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party (including any governmental agency) that your use of the Platform or the use of the Platform by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your Submissions) violates any applicable law or regulation

(including but not limited to violation of any applicable law or regulation relating to protected health information), or the copyrights, trademark rights or other rights of any third-party.

Disclaimer of Warranties.

Your use of the Platform and/or the Services is at your own risk. The Materials have not been verified or authenticated in whole or in part by Frick, and they may include inaccuracies or typographical or other errors. Frick does not warrant the accuracy or timeliness of the Materials contained on the Platform. Frick makes no warranties concerning the security of any system or data not directly provided by Frick (including but not limited to data and hosting services provided by or on behalf of Frick's vendors). Frick has no liability for any errors or omissions in the Materials, whether provided by Frick, our licensors or suppliers or other users.

FRICK, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE PLATFORM, THE SERVICES, OR ANY MATERIALS RELATING TO THE SECURITY, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE PLATFORM, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THE SERVICES, AND MATERIALS AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE PLATFORM IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FRICK DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRICK SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF THE PLATFORM, ANY DATA BREACH OCCURRING ON OR TO ANY SYSTEM NOT DIRECTLY PROVIDED BY FRICK (INCLUDING BUT NOT LIMITED TO DATA AND HOSTING SERVICES PROVIDED BY OR ON BEHALF OF FRICK'S VENDOR'S) OR THE DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE PLATFORM. IN NO EVENT SHALL FRICK BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF FRICK KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

Local Laws; Export Control.

Frick controls and operates the Platform from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use the

Platform outside the United States of America, you are responsible for following applicable local laws.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to Frick, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Platform, any Services offered through the Platform or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Frick is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that Frick is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

General.

Governing Law. These Terms will be governed in all respects by the laws of the State of Illinois as they apply to agreements entered into and to be performed entirely within Illinois between Illinois residents, without regard to conflict of law provisions.

No Third Party Beneficiaries. Except as specifically identified in these Terms, nothing in these Terms is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

Relation of the Parties. The parties agree that each is acting as an independent contractor and under no circumstances will any of the employees of one party be deemed the employees of the other for any purpose. Except as otherwise expressly agreed by the parties, these Terms will not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other. Nothing in these Terms will be deemed to constitute a joint venture or partnership between the parties.

Force Majeure. With the exception of your payment obligations, neither party will be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. In the event any failure to perform

because of a force majeure event remains uncured for a period of fourteen (14) days, the other party may terminate these Terms, without liability, by providing written notice to the other party.

Assignment. Neither party may assign or transfer any rights or obligations under these Terms (including by operation of law or otherwise) without the prior written consent of the other party. Notwithstanding the preceding sentence, with the exception of an assignment to a competitor of the nonassigning party (which will require written consent from the nonassigning party), either party may assign these Terms without obtaining the consent of the other party, to an affiliate or to any entity into which the assigning party is merged, or to an acquirer of all or substantially all of the business or assets of the assigning party, or as part of a business restructuring, sale of stock, or other recapitalization or reorganization. Any purported assignment of rights or transfer of obligations in violation of this section is void. These Terms will bind each party's authorized successors and assigns.

Dispute Resolution.

(i) Arbitration. Any dispute arising under these Terms will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The arbitration will be held in Chicago, Illinois. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of these Terms. Judgment on any award rendered by the Arbitrator may be entered in any court of competent jurisdiction.

(ii) Informal Preliminary Dispute Resolution. Each party agrees that any dispute between the parties relating to these Terms will first be submitted in writing to a panel of two senior executives each party, who will promptly meet and confer (telephone communications sufficient) in an effort to resolve such dispute through good faith consultation and negotiation. Each party's executives shall be identified by notice to the other party, and may be changed at any time thereafter also by notice to the other. Any decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then commence legal proceedings as provided above in this section.

(iii) Injunctive Relief. Nothing in this section, however, requiring informal dispute resolution prior to instituting legal proceedings will prohibit either party from seeking injunctive relief in situations where such proceedings may be appropriate.

(iv) Prevailing Party. The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of these Terms or any rights or obligations hereunder, shall be entitled to receive, in addition to such other relief as the arbitrators or court may award, its reasonable costs and expenses, including without limitation all attorneys' fees, expert witness fees, litigation-related expenses and arbitrator and court or other costs incurred in such proceeding or otherwise in connection

with bringing such arbitration, suit, or action. For purposes of these Terms, a party is “prevailing” if that party prevails on the central issue raised in the action or claim. A party may prevail by judgment or decision in that party’s favor, consent decree, settlement agreement or voluntary dismissal with or without prejudice.

Further Assurances. The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of these Terms.

No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other provision of these Terms. All waivers must be in writing, and signed by the party waiving its rights.

Captions and Headings. The captions and headings of clauses contained in these Terms preceding the text of articles, sections, subsections and paragraphs are inserted solely for convenience and ease of reference only and shall not constitute any part of these Terms, or have any effect on its interpretation or construction.

Severability. If any court of competent jurisdiction finds any portion of any provision of these Terms to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of these Terms will remain unaffected.

Entire Agreement. These Terms constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter these Terms by any representations or promises not specifically stated in these Terms. The protections of these Terms will apply to actions of the parties performed in preparation for and anticipation of the execution of these Terms. Any amendment to these Terms must be in writing and signed by duly authorized representatives of the parties.

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