

MASTER SUBSCRIPTION AGREEMENT (Terms and Conditions of Service)

THIS MASTER SUBSCRIPTION AGREEMENT AND ITS TERMS AND CONDITIONS OF SERVICE (THE "TERMS") CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN THE END USER CUSTOMER ("CUSTOMER") AND LPS FREIGHT MANAGEMENT INC. D/B/A NETBONDS, A CALIFORNIA CORPORATION ("NETBONDS"). THESE TERMS GOVERN NETBONDS' PROVISION OF SERVICES AND CONTENT TO CUSTOMER AND CUSTOMER'S USE OF THOSE SERVICES AND CONTENT. NETBONDS MAY MODIFY THESE TERMS IN ITS SOLE DISCRETION ON 60 DAYS ADVANCE NOTICE (BY WEBSITE POSTING OR OTHERWISE), AND CUSTOMER'S CONTINUED USE OF THE SERVICES AND CONTENT AFTER ANY SUCH MODIFICATIONS CONSTITUTES CUSTOMER'S ACCEPTANCE OF THEM.

YOU AGREE TO THESE TERMS AND CONDITIONS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE BY USING THE SERVICES. IF YOU ARE ACCESSING OR USING OUR SERVICES ON BEHALF OF YOUR EMPLOYER, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF YOUR EMPLOYER WITH LIABILITY ACCRUING TO THE EMPLOYER IF YOU VIOLATE THIS AGREEMENT. DO NOT ACCESS OUR SERVICES IF YOU CANNOT AGREE TO THESE TERMS.

1. **Grant of License.** Netbonds hereby grants to Customer a limited, non-exclusive, non-transferable, right and license to use the Services and the Content solely for Customer's own internal business purposes, subject to all of these Terms and the provisions of the subscription form signed by Customer (the "Subscription Form"). All rights in and to the Services and Content that are not expressly granted to Customer in these Terms are hereby reserved by Netbonds and its licensors. The term "Services" means the Netbonds services that Customer has ordered from Netbonds in the Subscription Form (the "Services"). The term "Content" means any and all audio and/or visual information, documents, software, and other products that Netbonds makes available to Customer for use in the course of using the Services. Netbonds may in its sole discretion provide Customer access to additional Content that customizes the Services for Customer. Such customized Content and Services shall be owned exclusively by Netbonds and shall be governed by these Terms.

2. **No Sublicensing.** Customer shall not (a) license, sublicense, sell, resell, rent, timeshare, transfer, assign, distribute, or otherwise commercially exploit or make available in any way to any third party any information or software or other materials or information included with the Services or the Content; (b) make derivative works of, or otherwise modify, any Services or Content; (c) create Internet "links" to any Services or Content or "frame" or "mirror" any Services or Content on any server or wireless or Internet-based device; or (d) reverse engineer or access any Services or Content in order to (i) build a competitive product or service, (ii) build a product using ideas, features, functions, or graphics similar to any Services or Content, or (iii) copy any ideas, features, functions, or graphics of the Services or Content. Customer shall not use any Services or Content in any way that infringes upon the intellectual property rights of any person, including without limitation Netbonds.

3. **Customer Use.** Customer is responsible for all activities relating to Customer's access and use of the Services and Content and for compliance with all Laws associated therewith, including without limitation those relating to data privacy, international communications, and transmission of technical or personal data. Customer agrees not to disclose or provide access to any Services or Content to any person or entity except on a need-to-know basis to employees and other persons or entities not direct competitors of Netbonds who have contracted to provide related services to Customer and who have agreed in writing to abide by these Terms and not to use any Services or Content to compete with Netbonds. Customer agrees to use its best efforts to ensure that all persons having access to any Services or Content protect them from unauthorized use and disclosure. Customer is responsible for controlling against unauthorized access or use of the Services and Customer shall notify Netbonds immediately of any unauthorized access or use of any Services or Content.

4. **Payment of Fees and Charges.** Customer shall timely pay to Netbonds all subscription fees, charges, and other amounts required by these Terms and the Subscription Form. All amounts payable under these terms are denominated in U.S. dollars and all subscription fees are due in advance as described in the Subscription Form. By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and you hereby authorize Netbonds to charge your payment method for the total amount of your fee. If the payment method cannot be verified, is invalid or is otherwise not acceptable, your access to the service may be suspended or cancelled or additional interest may be charged, in accordance with applicable law. You must resolve any problem we encounter with the payment to resume your access to and use of the Services. All other fees and charges, such as late fees or charges for excess or additional usage beyond the usage specified in the Subscription Form, will be charged on or around the 10th of the subsequent month. All amounts that Customer does not pay when due shall bear interest at the rate of 1½ percent per month or the maximum legal rate, whichever is less. Customer will be responsible for all costs of collection. Netbonds shall have the right to suspend Customer's access to the Services and Content for non-payment of fees or any other amounts due from Customer to Netbonds, in addition to any other remedies Netbonds may have, including without limitation terminating the parties' agreement. All prices are exclusive of any and all taxes. Customer agrees to pay all applicable federal, state, local, and foreign sales, use, value-added, alternative, add-on minimum, transfer, property, franchise, license, excise, import, export, registration, and other taxes, duties, tariffs, and fee that are associated with Customer's use of the Services and Content, but excluding any taxes on Netbonds's net income or gross receipts. Once Customer begins using the Services, any and all fees and charges shall become non-refundable. All pricing information is confidential information of Netbonds, and Customer shall not disclose it to any third party unless required by law, after giving notice to Netbonds.

5. **Acceptable Use.** You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct while accessing or using the Services. You agree that you will abide by these Terms and Conditions and will not:

- (a) Sell or resell access or use of the Services;
- (b) Use or attempt to use another user's account without authorization from such user and Netbonds;
- (c) Modify or alter the Services in any way;
- (d) Remove or alter any copyright, trademark, service mark or other proprietary notices on the Services;
- (e) Use the Services other than for their intended purposes;
- (f) Use any data mining, robots, scrapers, crawlers or other automated means or interface not provided by us to access the Services or extract data from the Service;
- (g) Except as expressly permitted on the Service, or in a separate agreement with Netbonds, download, upload, post, transmit, use, print, copy, perform, reproduce, reverse engineer, display, publish, license or distribute the Services, in whole or in part;
- (h) Bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Services;
- (i) Develop any third party-to-party applications that interact with the Services without our prior written permission;
- (j) Attempt to probe, scan, or test the vulnerability of any Netbonds system or network or breach any security or authentication measure; or
- (k) Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these terms.

Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will automatically terminate the license granted in these Terms and Conditions. Such unauthorized use may also violate applicable laws including, without limitation, copyright and trademark laws and applicable communications regulations and statutes.

6. **Customer System.** Customer is responsible for obtaining and maintaining, at its sole expense, all of the hardware, software, and Internet connectivity and bandwidth necessary and appropriate for Customer to access and use the Services and the Content. If Customer fails to do so, Customer's access to or ability to use the Services and the Content may be negatively affected or non-existent.

7. **Intellectual Property.** Subject to the license granted in these Terms, Netbonds (and its licensors, where applicable) shall own all right, title, and interest, including any and all copyrights, trade secrets, patents, trademarks, and other intellectual property rights, in and to the Services and Content and any suggestions, ideas, enhancement requests, feedback, recommendations, and other information Customer provides about any Services or Content ("Feedback"). Execution of a Subscription Form is not a sale and does not convey to Customer any rights of ownership in or related to the Services, the Content, or any intellectual property rights owned by or licensed to Netbonds. The Netbonds name and logo and the product names associated with the Services and Content are trademarks of Netbonds, and no right or license is granted to Customer to use or reproduce them.

8. **Customer Data.** Netbonds will not own any data, information, or material that Customer submits in the course of using the Services ("Customer Data"), except for any Feedback that Customer provides through any channel. Customer agrees not to provide any Feedback that is covered by any third-party intellectual property rights. Customer, not Netbonds, shall have the sole responsibility for all aspects of the Customer Data, including, without limitation, its accuracy, legality, ownership, transmission, and use. Netbonds shall have no obligation to retain any copy of Customer Data for longer than ninety (90) days after termination of this agreement.

9. **System Maintenance; Downtime.** The Services and Content will be inaccessible at certain times for scheduled system maintenance ("Maintenance Time"). While Netbonds seeks to schedule Maintenance Time during non-peak hours and to provide 24 hours advance notice to customers, those practices cannot be guaranteed. In addition, the Services and Content may be subject to limitations, interruptions, outages, and other problems inherent in the use of the Internet and electronic communications ("Outages"). Netbonds is not responsible for any such Outages or any damage(s) resulting from any such Outages or any Maintenance Time **but Customer may contact Netbonds to seek additional information on the outage and possible alternative solutions which Netbonds is not bound to provide.**

10. **Terms and Termination.** These Terms will take effect on the acceptance date and will remain effective until terminated as provided herein. The terms of the agreement between Netbonds and Customer shall be for the period specified in the Subscription Form. Customer may terminate its agreement with Netbonds upon 60 days advance written notice to Netbonds, except that Customer shall remain responsible for payment of all unpaid subscription fees and other charges specified in the Subscription Form. Written notice may be effectuated by sending an email to _____. Payments are non-refundable and Netbonds is not obligated to issue refunds or credits for partially used service. Netbonds may terminate its agreement with Customer by written notice to Customer (a) if Customer breaches these Terms or any provision of the Subscription Form, or (b) for convenience, upon sixty (60) days advance written notice to Customer. Any and all claims and payment obligations that arose before termination shall survive such termination. The following Sections shall also survive termination: 4, 6, 7, 9, and 11-17. Upon termination of the agreement between Netbonds and Customer, all payment obligations of Customer shall be accelerated and become immediately due and payable, and Customer shall promptly cease accessing and using the Services and Content. If Netbonds terminates this agreement solely for its convenience, Customer shall be entitled to a refund of all unused subscription fees, after deduction of any

and all other fees and charges that are then due and owing from Customer.

11. **Usage Data.** Netbonds may monitor and collect data relating to your access to and use of the Services, and any information associated with your use of the Services. Netbonds may use Usage Data and information about you to:

- (a) Provide, maintain, and improve the Services and other products and services that may be offered by Netbonds, or on behalf of Netbonds, from time to time;
- (b) Communicate with you about products, services, offers, surveys and events offered by Netbonds and others;
- (c) Provide news and information Netbonds determines may be of interest to you;
- (d) Monitor and analyze trends, usage, and activities in connection with the Services and tools and those of third parties; or
- (e) Respond to your questions, comments and requests.

12. **Sharing Usage Data.** Netbonds may share the Usage Data and any information associated with the Usage Data as follows, subject to the requirements of applicable law:

- (a) With other entities within Netbonds corporate family or that does business with Netbonds and their successors in interest and assigns, for the purposes outlined above;
- (b) With vendors, consultants, and other service providers who need access to such information to carry out work on Netbonds behalf;
- (c) If Netbonds believes your actions are inconsistent with these Terms and Conditions, or to protect the rights, property and safety of Netbonds or others;
- (d) In connection with, or during negotiations of (including due diligence), any merger, sale of company assets, financing or acquisition of all or a portion of Netbonds' business to another company, subject to our taking such further steps as may be required by applicable law; and
- (e) With your consent or at your direction or as otherwise permitted by law.

13. **Export Restrictions.** No Services or Content may be accessed, used, exported, or redistributed in any form in or to any country prohibited by U.S. export laws, rules, and regulations ("Laws") or to residents or nationals of any such countries. Customer agrees to comply with all applicable national and international laws that apply to the Services and Content, including without limitation U.S. export laws. By accessing the Services and Content, Customer (a) represents and warrants to Netbonds that Customer is not restricted from receiving or using U.S. products and agrees to comply with all applicable U.S. export laws and all host country import Laws; and (b) agrees that Customer will not redistribute or re-export any Services or Content, or any process or service that is a direct product of any Services or Content, in violation of any applicable laws of the U.S. or the country in which Customer accessed or used such Services or Content. Customer further represents and warrants that (a) it is 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 (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

14. **U.S. Government Restricted Rights.** Any software associated with the Services and the Content is commercial computer software developed at private expense and is provided with Restricted Rights. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be governed by these Terms and FAR§ 52-227-14 Alternative III(g)(3) (June 1987), as applicable, subject to FAR§ 52.227.19(c) (June 1987). Use, duplication, and disclosure by agencies of the U.S. Department of Defense shall be governed by these Terms, as provided in DFARS § 227.7202 (10/14/98). The Contractor/Licenser is Netbonds, LC, a California corporation, located at _____.

15. **Waiver.** Any waiver by Netbonds of any breach of these Terms or the Subscription Form shall not be construed as a waiver of any other or future breach. No failure by Netbonds to insist upon the strict performance of any covenant, duty, agreement, or condition, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of any other covenant, agreement, term, or condition.

16. **Disclaimers, and Limitations of Liability.** The Services and Content are made available subject to the, disclaimers, and limitations of liability that are set forth below, which disclaimers, and limitations are hereby incorporated into these Terms by this reference.

17. **Governing Law.** These Terms and the Subscription Form shall be governed by and interpreted in accordance with the Laws of California, excluding conflicts of law rules. You agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety and does not apply to the Services or Content. In any legal proceeding instituted with respect to these Terms or the Subscription Form, the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorneys' fees, including but not limited to those incurred in any and all appeals, review proceedings, and collection proceedings. Any and all legal proceedings between the parties shall be brought and pursued exclusively in the federal or **state** courts sitting in **Los Angeles, California**, USA. Customer hereby irrevocably submits

to the personal jurisdiction of such court(s). THE PARTIES HEREBY AGREE THAT NEITHER WILL REQUEST A JURY TRIAL FOR ANY DISPUTE RELATING TO THEIR AGREEMENT, AND EACH PARTY EXPRESSLY WAIVES ANY AND ALL SUCH RIGHTS TO A JURY TRIAL THAT MAY EXIST UNDER STATE, FEDERAL, CONSTITUTIONAL, OR OTHER LAW.

18. **Rights and Remedies.** No right or remedy herein conferred upon or reserved to Netbonds is exclusive of any other right or remedy, at law or in equity, but each such right or remedy shall be cumulative.

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19. **Indemnification.** Customer shall defend, indemnify, and save harmless Netbonds and all of its officers, directors, employees, agents, successors, and assigns from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages, and all related costs and expenses, including without limitation reasonable attorneys' fees and expenses, arising from or otherwise relating to any breach by Customer of these Terms or the Subscription Form. Netbonds agrees, at Customer's request and sole expense, to cooperate in the defense of any such indemnification claims.

20. **Severability.** If any provision of these Terms or the Subscription Form is determined by to be void, invalid, unenforceable, or illegal, that provision shall be construed, limited, modified, or, if necessary, severed, to the extent necessary to eliminate its violability, invalidity, unenforceability, or illegality, and all remaining provisions shall remain unaffected and continue in full force and effect.

21. **Entire Agreement.** These Terms, together with any Subscription Form signed by Customer and Netbonds, contain the entire understanding and agreement between Customer and Netbonds and supersede all prior communications, proposals, representations, and agreements, whether written or oral, express or implied, with respect to the Services and the Content and any other subject matter covered by these Terms. Netbonds objects to and rejects all additional or different terms proposed by Customer, whether contained in any purchase order or any other Customer document. Netbonds reserves the right to modify these Terms or its policies relating to the Services and Content at any time, effective upon posting of an updated version of these Terms. Continued use of any Services or Content after any such modifications shall constitute Customer's consent to such modifications. These Terms otherwise may not be modified except by mutual written agreement of the Parties. Customer's rights and obligations under these Terms and the Subscription form may not be assigned or otherwise transferred, by operation of law or otherwise, without the prior written consent of Netbonds. Netbonds may assign any of its rights and obligations. NO SALESPERSON OR SIMILAR PERSON IS AUTHORIZED TO MODIFY THESE TERMS OR MAKE ANY REPRESENTATION, WARRANTY, OR PROMISE WITH RESPECT TO ANY SERVICES OR CONTENT THAT IS DIFFERENT THAN, OR IN ADDITION TO, THE REPRESENTATIONS AND PROMISES THAT ARE EXPRESSLY SET FORTH IN THESE TERMS.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

NETBONDS MAKES NO REPRESENTATION OR WARRANTY AS TO THE RELIABILITY, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF ANY SERVICE OR CONTENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, NETBONDS DOES NOT REPRESENT OR WARRANT THAT (1) USE OF ANY SERVICES OR CONTENT WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (2) THE SERVICES OR CONTENT WILL MEET ANY REQUIREMENTS OR EXPECTATIONS, (3) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (4) ANY ERRORS OR DEFECTS IN THE SERVICES OR CONTENT WILL BE CORRECTED, OR (5) THE SERVICES OR THE CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL SERVICES AND CONTENT ARE PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. NETBONDS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, QUIET ENJOYMENT, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

NETBONDS' AGGREGATE LIABILITY ARISING OUT OF AND RELATING TO THESE TERMS, THE SUBSCRIPTION FORM, AND THE SERVICES AND CONTENT, REGARDLESS OF THE FORM OF ACTION OR THE NUMBER OR NATURE OF THE CLAIMS OR CAUSES OF ACTION (WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, OR ANY OTHER THEORY OF LIABILITY), SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO NETBONDS FOR THE SERVICES AND CONTENT PROVIDED TO CUSTOMER THAT ARE THE SUBJECT OF THE CLAIMS OR CAUSES OF ACTION. IN NO EVENT SHALL NETBONDS BE LIABLE FOR ANY LOSS, THEFT, OR CORRUPTION OF DATA, COST OF COVER, LOST PROFITS, LOSS OF USE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNATIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY SERVICES OR CONTENT, WHETHER OR NOT NETBONDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE A MATERIAL PART OF THE CONSIDERATION EXCHANGED BY THE PARTIES AND ARE REFLECTED IN THE PRICING OF THE SERVICES, WHICH DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISKS AND BENEFITS. ALL OF THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

