

Loren Data's Online Subscription Terms

PLEASE READ THESE ONLINE SUBSCRIPTION TERMS (THE "TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY LOREN DATA CORP. ("LOREN DATA"). BY AGREEING TO THE SUBSCRIPTION WITH LOREN DATA WHICH INCORPORATES THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH THE SUBSCRIPTION, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS.

Welcome to your Loren Data Service! Each new Subscriber is asked to enter into an Agreement when utilizing our Services. This Agreement spells out what you can expect from Loren Data and our expectations of you as a subscriber to our Service. You agree to what is contained herein when you click [SUBSCRIBE]. Your "click" and use of the Service is the legal equivalent of your signature on a written contract and is equally binding. Only by clicking [SUBSCRIBE] would you be able to access the Service.

1. Access and Services

1.1 A Customer's access to the Service available from Loren Data depends on the level of access called for through your responses to the questionnaire provided at the time of subscription. Loren Data reserves the right to modify, suspend or terminate access to the system at any time for any reason without notice or refund. In addition, Loren Data reserves the right to change the fee charged based on your usage should it materially exceed that which was indicated in your questionnaire responses.

2. License of Software to Customer

2.1 License. Subject to the terms of this Agreement, Loren Data hereby grants to Customer a limited, non-exclusive, non-sublicensable and non-transferable license for Customer (also referred to herein as the "User") to use the Service as indicated in the Agreement.

2.2 Privacy Policy. Customer acknowledges and agrees to comply with the Privacy Policy promulgated by Loren Data from time to time. The Privacy Policy is available at <https://www.ld.com/privacy/>.

2.3 Ownership. Except for the license granted herein, or as otherwise expressly stated in the Order or other Agreement between Loren Data and Customer, Loren Data (along with its suppliers, affiliates, and licensors) shall retain all ownership and other rights, title and interest in and to all intellectual property embodied in or associated with the Services. Customer will not delete or in any manner alter any copyright, trademark or other proprietary notice of Loren Data.

3. Fees and Payments

3.1 Invoicing. Customer will pay Loren Data's fees for the Service as set for their level of subscription ("Fees"). Loren Data reserves the right to adjust fees in its sole discretion, including in circumstances where the Customer's usage exceeds that which was indicated in the questionnaire completed by the Customer at the time of subscription.

- a. Special Connection Fees: In the event the Customer requires a dedicated connection to a trading partner the Customer will pay Loren Data a Fee of \$250.00 USD for setup and testing a requested connection. This fee applies to the following protocols:
 - AS2
 - sFTP
 - oFTP
 - X.400.

3.2 Failure to Make Payment. In the event Customer fails to pay the Fees when due it will constitute a material breach of this Agreement and, upon notice from Loren Data, Customer agrees to immediately cease, and to cause Users to cease, using the Software and Loren Data will have no further obligation to provide any maintenance or support to Customer or Users.

4. Responsibilities

4.1 Loren Data's Responsibilities. Loren Data is responsible for all development and provision of Software to Customer and for maintenance and support for the Software as described herein. However, Loren Data will not be responsible for, nor will it have any liability resulting from (a) modifications to or alterations of the Software or databases by Customer or Users, unless such modification or alteration is approved in writing by Loren Data, or (b) any failure of Customer's or Users' equipment, hardware or software.

4.2 Customer's Responsibilities. Customer is responsible for the actions of all Users, for ensuring that only authorized Users are provided access to the Services, that Users are over 18 years of age, that Users follow all relevant laws and regulations and that access of Users authorized by Customer is limited to that portion of the Software as is reasonably necessary to fulfill the purposes of this Agreement. Additionally, Customer will be responsible for the following:

- a. All hardware, software and Internet connectivity required to access and utilize the Services.
- b. Provision of accurate and current contact information to Loren Data including physical mailing address, names of Users, mobile phone numbers and email addresses as needed for notification purposes.
- c. Keeping all login and other credentials secure and protected.
- e. To only access and use information for which the User has a right to access and a legitimate, business purpose in doing so.

5. Term, Termination and Renewal

5.1 Term. The Term of this Agreement is defined in the Online Subscription Agreement, subject to auto-renewal or upon the mutual agreement of the parties. This Agreement shall renew for a period of one-year after the expiration of the initial or a renewal term unless terminated by either the Customer or

Loren Data by providing no less than thirty (30) days written notice to the other party prior to the end of the initial or renewal term.

5.2 Termination for Breach. Loren Data may terminate this Agreement prior to the expiration of the Term, effective immediately upon receipt of written notice to the Customer, in the event of a material breach of this Agreement or otherwise in Loren Data's sole discretion.

5.3 Rights in Law and Equity Remain. The foregoing rights to terminate as set forth in this Section 5, are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

5.4 Effect of Termination. Upon termination, all licenses granted hereunder will terminate unless such licenses are expressly stated as surviving. Loren Data will promptly terminate all Customer access to the Service. Any obligation to pay any owed but unpaid amounts will survive a termination of the Agreement. Request for all archives must be made at time of termination. The cost of archive preparation for download upon termination is \$100/MB which may be increased at any time at Loren Data's sole and absolute discretion.

5.5 Amendments. Any amendments or changes to the Order or Terms must be made in writing in the form of an addendum or amendment executed by both Loren Data and the Customer.

6. Privacy and Collection of Customer Data

6.1 Data Privacy. As referenced above, Loren Data's Privacy Policy and its provisions are hereby incorporated by reference. Each party agrees that it will take all commercially reasonable and industry standard measures necessary to protect Customer Data.

6.2 Storage and Process. Loren Data will store and process Customer Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

6.3 Confidentiality and Data Breach. Loren Data and Customer will protect all data transiting and stored on Loren Data platforms or services and treat such data as Confidential. "Confidential" shall mean that any data so classified shall not be communicated to any third party except when necessary and appropriate to carry out the purpose of this Agreement. The restrictions placed on data protected by this section shall survive the termination of this Agreement, and the obligation of Loren Data and Customer to protect such data shall persist until the protected data is no longer confidential. Any security breach into either party's system, or other event which might compromise the confidential nature of data protected under this section shall be reported to the other party within 24 hours of discovery.

7. Loren Data Warranty

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT LOREN DATA'S SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE".

CUSTOMER ACKNOWLEDGES THAT COMPUTER AND TELECOMMUNICATIONS NETWORKS ARE SUBJECT TO OCCASIONAL FAULTS AND ERRORS AND PERIODS OF DOWNTIME MAY OCCUR. CUSTOMER FURTHER ACKNOWLEDGES THAT LOREN DATA'S SERVICE RELIES ON INTEROPERABILITY WITH THIRD PARTY NETWORKS OVER WHICH LOREN DATA HAS NO CONTROL. LOREN DATA CANNOT AND DOES NOT GUARANTEE UNINTERRUPTED, SECURE, OR ERROR-FREE SERVICE.

LOREN DATA DOES NOT WARRANT AND HEREBY DISCLAIMS THAT THE SERVICE WILL PROVIDE PROTECTION FROM (I) VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, CANCELBOTS OR OTHER HARMFUL OR DELETERIOUS PROGRAMMING ROUTINES; (II) DATA LOSS (III) UNAUTHORIZED, UNKNOWN, OR UNFORESEEABLE SECURITY BREACHES, ACCESSSES, OR ATTACKS INTO OR AFFECTING CUSTOMER EQUIPMENT OR SYSTEMS.

TO THE EXTENT ALLOWED BY LAW, LOREN DATA, ITS SUBSIDIARIES, LICENSORS, AND AFFILIATES, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. ALL DELIVERABLES PROVIDED BY ONE PARTY TO THE OTHER WILL BE DEEMED ACCEPTED (FOR PURPOSES OF THE UCC) WHEN DELIVERED.

8. Indemnification

8.1 Indemnification by Loren Data. Loren Data shall indemnify and hold harmless Customer against all damages, losses, costs, expenses or liabilities, including reasonable attorneys' fees, suffered or incurred by Customer as a result of any third-party claim, suit or proceeding brought against Customer alleging that the Service or any deliverable infringes any third party Intellectual Property right, except to the extent such claim, suit or proceeding results from Customer or its customers and their trading partners' access or use of the Service in a manner or purpose not provided for in this Agreement, and provided that Customer provides Loren Data with prompt notice of such claim, suit or proceeding, provides Loren Data with reasonable assistance, at Loren Data's sole cost, with such claim, suit or proceeding and gives Loren Data the authority to proceed as contemplated herein. Loren Data will have the exclusive right to defend any such claim, suit or proceeding and make settlements thereof at its own discretion, provided that Loren Data shall make no settlement that results in any Customer obligation, admission or liability on behalf of Customer without Customer's prior written consent. In the event that the use of the Service is or may be enjoined, Loren Data will use commercially reasonable efforts to replace the infringing Service with a non-infringing version of the Service of no less than equivalent functionality and will compensate and indemnify Customer for any costs or damages resulting therefrom. If this is not practicable, Loren Data may terminate this Agreement and refund any prepaid fees for which Customer has not yet received value, and will compensate and indemnify Customer for any costs or damages resulting therefrom. Customer acknowledges that the foregoing indemnity and limited remedy is Customer's sole and exclusive remedy and recourse with respect to the infringement of any third party's Intellectual Property rights.

8.2 Indemnification by Customer. Customer shall indemnify and hold harmless Loren Data against all damages, losses, costs, expenses or liabilities, including reasonable attorneys' fees, suffered or

incurred by Loren Data as a result of any third-party claim, suit or proceeding brought against Loren Data alleging that the Customer Data infringes any third party Intellectual Property right and provided that Loren Data provides Customer with prompt notice of such claim, suit or proceeding, provides Customer with reasonable assistance, at Customer's sole cost, with such claim, suit or proceeding and gives Customer the authority to proceed as contemplated herein. Customer will have the exclusive right to defend any such claim, suit or proceeding and make settlements thereof at its own discretion, provided that Customer shall make no settlement that results in any Loren Data obligation, admission or liability on behalf of Loren Data without Loren Data's prior written consent.

9. Miscellaneous

9.1 Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of California without regard to conflicts-of-laws principles that would require the application of any other law. Additionally, the state and federal courts for Los Angeles County, California shall be the proper venue and jurisdiction for any disputes related to this Agreement.

9.2 Disputes. Customer agrees to only resolve disputes with Loren Data on an individual basis and will not bring a claim in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are forbidden. In the event of a dispute arising from this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

9.3 Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

9.4 Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

9.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.6 Limitation of Liability. To the extent permissibly by applicable law, in NO EVENT SHALL LOREN DATA, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO LOREN DATA HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

9.7 Force Majeure. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

9.8 Assignment. The obligations of Loren Data under this Agreement will not be assigned by Loren Data without the express prior written consent of Customer; provided however that Loren Data may assign this Agreement without such consent to any affiliate or to a successor to substantially all of its stock, assets, or business to which this Agreement relates. Customer may not assign this Agreement or any of its rights or obligations hereunder without Loren Data's express, written permission which shall be at its sole discretion.

9.9 Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

9.10 Notice. Notices required under this Agreement shall be in writing and shall be delivered by personal delivery, overnight courier, confirmed facsimile, email with receipt, or certified or registered mail, return receipt request and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address set forth on the Order or such address as that party may specify in writing pursuant to this Section 9.10.