

# Grid Supply Chain Terms of Service

Revised and Effective 5/13/2017

This Grid Supply Chain Terms of Service (the “Terms”) is a binding legal contract between you (“you”) and Supply Chain Grid Egypt L.L.C., and governs your access to, use of, and all visits to (a) the Grid Supply Chain website/s (“Website/s”) and (b) any services, features, materials, functionalities and information made available by accessing the Grid Supply Chain Website ((a) and (b), collectively, the “Services”). Grid Supply Chain and you are each referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

BY CLICKING THE “I AGREE TO THE GRID SUPPLY CHAIN TERMS OF SERVICE” BUTTON, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE “YOU” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS, RECEIVE, OR USE THE WEBSITE AND/OR THE SERVICES, AND YOU ARE INSTRUCTED TO LOG OFF IMMEDIATELY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, YOUR FIRST USE OF THE SERVICES SHALL IRREVOCABLY INDICATE YOUR AGREEMENT TO THESE TERMS.

## 1 UPDATES AND CHANGES TO TERMS

1.1 Grid Supply Chain may update these Terms from time-to-time and may amend them at any time to incorporate additional rules, policies, procedures and other instructions concerning access to and use of the Services or additional features, materials, products, opportunities, or services that Grid Supply Chain may make available on or through the Service. All such updates and amendments are effective immediately upon notice thereof, which Grid Supply Chain may give by any means, including by posting a revised version of these Terms or other notice on the Website.

1.2 You should view these Terms often to stay informed of changes that may affect you, as your continued use of the Services signifies your continuing consent to be bound by these Terms. Grid Supply Chain expressly reserves the right to make any changes to these Terms, or to the Services and its Content (as that term is defined below), at any time, without prior notice to you except as otherwise set forth herein.

1.3 If Grid Supply Chain makes any material changes to these Terms, it will update the “Revised” date at the top of this page and notify you via the email you provided that material changes have been made to the Agreement. Your continued use of the Services after any such change constitutes your acceptance of the new Terms.

## 2 OTHER APPLICABLE TERMS

2.1 Privacy Policy. Information that you provide or that we collect about you in connection with your access to and use of the Services is subject to Grid Supply Chain’s Privacy Policy, the terms of which are hereby incorporated into these Terms by reference. Grid Supply Chain encourages you to read and become familiar with these privacy practices

## 3 MONITORING

Please be advised that Grid Supply Chain may monitor your use of and access to the Services to ensure compliance with these Terms and any other applicable rules, policies, deadlines and instructions. By using the Services, you expressly consent to such monitoring. Be advised that if such monitoring reveals possible unauthorized use of the Services, Grid Supply Chain may, among other things, suspend or terminate your access to some or all of the Services.

## 4 SHIPPING TERMS AND RESTRICTIONS

4.1 Carriers and Network Locations. To help provide the Services, Grid Supply Chain has selected and engaged third party carriers (each, an “Approved Carrier”), retail packing and shipping stores (each, a “Network Location”) and other third party providers including customs brokers and agents (the Approved Carriers, Network Locations and other third parties, collectively, the “Third Party Providers”) as required to pick up, pack, transport, store and deliver your items. Grid Supply Chain may identify certain Approved Carriers as its “preferred” carriers (each a “Preferred Carrier”). The Third Party Providers used to provide the Services to you are independent third party service providers, and are not agents of Grid Supply Chain. You may be required to enter into agreements with one or more Third Party Provider with respect to your use of their services through the Services. Your items will be entrusted to such Third Party Providers, subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped appearing in bills of lading, receipts or tariffs issued by such Third Party Providers. Grid Supply Chain’s price quote is based on Carrier tariffs, which the Carrier may make available for public inspection upon a reasonable request. Grid Supply Chain is not a Third Party Provider.

4.2 Item and Shipment Value. Grid Supply Chain may request the value of your items for the purpose of providing you options for adding insurance or declaring a value to the

transporting carrier. Under no circumstances shall a value provided to Grid Supply Chain increase Grid Supply Chain's liability above the maximum limitation as described in Section 11 (Limitation of Liability). Carrier limits of liability may also apply, and may be substantially lower than the value of your shipment. Unless you receive specific confirmation of an issued insurance policy, no insurance has been, or will be effected by Grid Supply Chain, and Grid Supply Chain shall not be responsible for your failure to purchase insurance for your shipment. **GRID SUPPLY CHAIN STRONGLY ENCOURAGES YOU TO PURCHASE INSURANCE TO COVER ANY AND ALL POSSIBLE DAMAGE OR LOSS TO YOUR ITEMS DURING PACKING, SHIPMENT AND DELIVERY. INSURANCE IS NOT AVAILABLE FOR SELF-PACKED ITEMS.** All insurances effected are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Examples of these limitations include, but are not limited to, failure to indicate item value at the time of booking, failure to note damage on delivery receipt at the time of delivery, failure to provide documentation verifying item value, failure to provide written notice to Grid Supply Chain within 24 hours of delivery, failure to provide requested claim information within 48 hours of Grid Supply Chain request, if requested by Grid Supply Chain, and improper self-packing. You acknowledge that all insurances effected are agreed to be adequate. Shipment value must be determined prior to shipping. Regardless whether or not insurance is purchased, we are under no obligation to effect a separate insurance on each consignment, but may declare it on any open or general policy held by Grid Supply Chain.

4.3 Claims. Grid Supply Chain will provide commercially reasonable assistance to you in investigating and processing any claims for loss or damage to your property from pickup to delivery, provided that you notify us within 24 hours after delivery. If your shipment is insured, the underwriter may require notification in as little as twenty-four (24) hours after delivery. Filing a claim does not remove your obligation to pay for all shipping charges incurred or to accept delivery of the shipped items. Packing and shipping charges cannot be refunded due to damage. Grid Supply Chain cannot provide assistance for claims processing where damage is not noted on the delivery receipt at the time of delivery, when item value is not declared at the time of booking, or when packing services and materials are not purchased through Grid Supply Chain.

4.4 Accuracy of Quotations on Grid Supply Chain Tariffs. The Services includes instant, automated price quotes on Grid Supply Chain Tariffs for shipping your items, based on information provided by you such as the item type, weight, and dimensions. **If your actual items are materially different from the items as described, Grid Supply Chain will charge you, and you agree to pay, for any additional services at Grid Supply Chain's then-current standard rates.** Grid Supply Chain also reserves the right to correct any price or estimate provided to you if it is deemed unreasonable in Grid Supply Chain's sole discretion. If this is necessary,

Grid Supply Chain will notify you and you may choose whether to proceed at the revised price, or receive a full refund.

4.5 Accessorial Charges. Grid Supply Chain will charge you at Grid Supply Chain's current rates, and you agree to pay, for any accessorial charges not specifically requested at the time of initial quotation and billed by applied by carriers. By way of example only, these charges may include residential delivery, limited access, lift gate, inside delivery, dry-run, waiting time, storage, and similar charges.

4.6 Detention. Grid Supply Chain will charge you at Grid Supply Chain's current rates, and you agree to pay, for any applicable detention fees if your shipment is detained for any reason, while en route, or at the origin or destination.

4.7 Returned Shipments and Storage. Returned small parcel shipments will be held for seven (7) calendar days without charge. Freight shipments are not eligible for any grace period. Grid Supply Chain, and the Third Party Provider storing the goods, will make reasonable efforts to contact the sender and arrange for re-shipment, local delivery, additional storage or other accommodations requested by the sender. The sender agrees to accept any such re-shipment upon delivery thereof, and is responsible for all associated charges (including storage fees) in addition to the original fees. Returned shipments are not eligible for reimbursement for any reason and may accrue additional fees in addition to the storage fees mentioned below. If Grid Supply Chain is unable to reach the sender or collect the returned shipping charges or storage fees, the goods may be sold in accordance with the laws of the origin state.

4.8 Minimum Storage Charges. The following minimum storage charges apply:

Pallets - \$50 receiving + \$50 placement + \$25/day storage (There is no grace period for returned pallets.)

Boxes - \$10 receiving + \$10 placement + \$2.50/day storage – (There is a 7 day grace period)

4.9 Payment. In addition to any fees that may be due for shipping, certain aspects of the Services may be provided on a subscription basis for additional fees or other charges. If you elect to use these paid subscription aspects of the Services, you agree to Grid Supply Chain's Pricing and Payment Terms, which Grid Supply Chain may update from time to time in its sole discretion. Grid Supply Chain may add new services for additional fees and charges and add or amend fees and charges for existing Services, at any time at its sole discretion. Any change to the Pricing or Payment Terms shall become effective in the billing cycle following notice of such change to you as provided in these Terms. You will have the opportunity to opt-out of the service prior to any changes in Pricing or Payment Terms.

Any amounts due will be automatically charged to your credit card on file. By using the Services, you authorize Grid Supply Chain to charge your credit card for any and all amounts due under these Terms or in conjunction with your use of the Services, including charges for shipping your items, accessorial charges, detention fees, returned shipping charges, failure to accept delivery of shipment, storage fees, duties and taxes. If Grid Supply Chain is unable to bill your card, any unpaid amounts due to Grid Supply Chain will accrue interest at the lesser of one-and-one-half percent (1.5%) per month or the maximum permitted by law. If Grid Supply Chain retains an attorney or collection agency to collect unpaid charges, such unpaid charges will be subject to a late payment penalty of twenty percent (20%), and you will be responsible for all attorney and collection fees and expenses. Further, you agree that Grid Supply Chain shall have a lien on all tangible property in the shipment for all sums due to us.

4.10 Contract Carriers. Grid Supply Chain will make reasonable efforts to place your shipment with responsible carriers, with reasonable dispatch under your direction. However, you agree that Grid Supply Chain makes no express or implied warranties or guarantees concerning pickup or delivery time or the locating of a carrier to provide such transportation services.

4.11 International Services. You are responsible to ensure that your shipment is acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted are your responsibility.

4.12 Duties; Taxes. Duties and taxes will be billed to the recipient as a default option. However, you are ultimately responsible for all duties, taxes, return shipping fees, storage fees, or any other related charges, regardless of whether the recipient refuses the package, the duties are billed incorrectly, the package arrives late due to customs delays, or any other reason. Destroying the package at the destination is not an option and failed delivery attempts will result in the package being stored and/or returned at your expense. Return shipping charges may be higher than outgoing shipping charges.

4.13 Hazardous Materials and Dangerous Goods. Grid Supply Chain does not permit the shipment of hazardous materials or dangerous goods using the Services. Examples of these goods include, but are not limited to, radioactive, flammable, explosive, corrosive, oxidizing, asphyxiating, biohazardous, toxic, pathogenic, and allergenic items. You may not use the Services to arrange for packing or shipping of these goods.

4.14 DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT THE THIRD PARTY PROVIDERS ARE INDEPENDENT SERVICE PROVIDERS AND ARE NOT UNDER THE CONTROL OF GRID SUPPLY CHAIN. GRID SUPPLY CHAIN DISCLAIMS ANY LIABILITY

WITH RESPECT TO THE ACTIONS OR OMISSIONS OF THE THIRD PARTY SERVICE PROVIDERS AND YOU WAIVE ANY CLAIM YOU HAVE AGAINST GRID SUPPLY CHAIN WITH RESPECT TO ANY THIRD PARTY SERVICE PROVIDER.

## 5 REGISTRATION; ACCOUNT SECURITY; CUSTOMER SUPPORT

5.1 To access and use some or all of the Services, you may be required to register for an account (a "Authorized User Account"). You may only register for one Authorized User Account. In consideration of your access to, and use of, the Services, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Website or otherwise required to use the Services ("Registration Data"); (b) maintain the security of your user identification and password (collectively, your "Login Information"); (c) maintain and promptly update the Registration Data, and any other information you provide to Grid Supply Chain through the Website or otherwise in connection with the Services; (d) promptly advise Grid Supply Chain whenever there is a change to your contact information or any other information in your Authorized User Account; (e) receive communications from Grid Supply Chain electronically; and (f) be fully responsible for all use of your account and for any actions that take place using your account and your Login Information.

5.2 You represent and agree that all information that you provide to Grid Supply Chain in connection with your access to and use of the Services is, and shall be, true, accurate and complete to the best of your knowledge, ability and belief. Grid Supply Chain reserves the right to terminate these Terms, or to refuse, restrict, or discontinue your access to the Services (or any portions thereof) for any reason, or for no reason whatsoever, at any time, without notice or liability.

5.3 Grid Supply Chain takes such commercially reasonable measures as it deems appropriate to secure and protect information transmitted to and from the Website or otherwise in connection with the Services. Nevertheless, Grid Supply Chain cannot and does not guarantee that any such transmissions are or will be totally secure. You are responsible for maintaining the confidentiality of any Login Information that is created or assigned to you for your use in accessing and using the Services, and you are fully responsible for all access and any activity that occurs through use of your Login Information, including any liability for the use, misuse, or unauthorized use of your Login Information.

5.4 You agree to keep your Login Information and other account details confidential, and you further agree not to share them with anyone else. You must immediately notify Grid Supply Chain if you learn of or suspect any loss, theft, or unauthorized use of your Login Information, or any breach of the security of the Services or any breach of these Terms, of

which you become aware. Grid Supply Chain cannot and will not be liable for any loss or damage arising from any unauthorized access or use of your Login Information.

5.5 Your Login Information will be your identity for your access to and all of your activity on the Website and otherwise in connection with the Services. Your use of your Login Information shall have the same force and effect as a handwritten signature. It shall bind you for all purposes and shall be deemed admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. You agree not to contest the validity or enforceability of electronic transactions confirmed with Login Information.

5.6 You agree to utilize customer support types based on your product selection. Grid Supply Chain provides email support with a two business day response time for Basic customers from 9:00am CAI to 7:00pm CAI (Sunday through Thursday less holidays). For Plus customers, Grid Supply Chain provides all Basic support plus chat support from 9:00am CAI to 7:00pm CAI (Sunday through Thursday less holidays). Pro and Enterprise customers received additional support as outlined in separate subscription agreements.

## 6 USER CONDUCT

6.1 In connection with your access to the Services, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions. Recognizing the global nature of the Internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. Specifically, among other things, you agree that by or while accessing or using the Services you will not:

- violate these Terms;
- use the Services for any purpose that is unlawful;
- restrict or inhibit any other user from using or enjoying the Services;
- represent yourself as another or as a fictitious individual;
- disrupt or interfere with the Services or their operation or availability, or alter or tamper with Content on the Website or otherwise provided as part of the Services;
- take any action that imposes or may impose, in Grid Supply Chain's sole and exclusive discretion, an unreasonable or disproportionately large burden on Grid Supply Chain's systems;
- bypass any measures Grid Supply Chain may use to present or restrict access to the Services, or otherwise attempt (by any means) to gain access to data or information that you are not entitled to access;

- import, Export, input, or transmit any data that cannot be exported without prior written authorization by Grid Supply Chain or the receiving, sending Country's government;
- import, input, or transmit any data in violation of a license agreement, contract, or other third party rights
- copy, modify, create derivatives of, decompile, or reverse engineer the Services or take any action to interfere with Grid Supply Chain's proprietary and intellectual property rights in the Services; and
- import, input, or transmit any information which contains a virus, Trojan horse, worm, or other disabling device or harmful component.

6.2 The above assurances and commitments by you shall survive termination of these Terms.

## 7 CONTENT

7.1 Proprietary Content. Grid Supply Chain respects the intellectual property rights of others and expects you to do the same. Grid Supply Chain has expended substantial time, effort and funds to create the Website and to provide the Services. You understand and agree that Grid Supply Chain owns, or (where required, appropriate, or applicable) has been licensed by third-parties to use, all right, title and interest in and to the Services, and all information, text, data, databases, graphics, images, sound recordings, audio and visual clips, logos and other materials contained therein, and the compilation, collection, design, selection and arrangement thereof (collectively, the "Content"). You acknowledge that the Services and the Content constitutes valuable proprietary information of Grid Supply Chain that is protected by applicable intellectual property and other proprietary rights, laws and treaties of the United States and other countries, and that you acquire no ownership interest by accessing and using the Services and the Content. Such intellectual property and proprietary rights may include various patents, copyrights, trademarks and service marks, registered trademarks and service marks, trade dress protection and trade secrets, and database rights, and all such rights are and shall remain the property of Grid Supply Chain or its licensors and content-providers. Grid Supply Chain grants you a limited, nonexclusive, personal license to access and make personal use of the Services and the Content solely for legitimate, internal business purposes subject to the provisions and restrictions of these Terms. Any other access to or use of the Services or the Content constitutes a violation of these Terms. Except as expressly provided for in these Terms, any disclosure, copying, alteration, modification, reproduction, redistribution, retransmission, redisplay, reverse engineering, improvement, creation of derivative works, or any other use of any portion of the Services or of the Content, or any output generated from the use of the Services, in any

other manner or for any other purpose constitutes an infringement of Grid Supply Chain's intellectual property and other proprietary rights, and is strictly prohibited.

7.2 Use of Submissions. By submitting any information or material through your use of the Services (including the Website) (each, a "Submission"), you thereby expressly grant, or warrant that the owner of such material has expressly granted, a non-exclusive, royalty-free, and fully paid license to use, copy, reproduce and create derivative works of the Submission solely for the purposes of Grid Supply Chain and its Third Party Providers. You are solely responsible for the accuracy, completeness and truthfulness of any information and materials that you submit or provide to us and for ensuring that you have the necessary rights to submit such information and materials for use by us.

7.3 Feedback. Notwithstanding anything to contrary in Section 7.2 (Use of Submissions) above, if you provide any suggestions, ideas, inventions, innovations, improvement or enhancement requests, feedback, recommendations, or other information to Grid Supply Chain regarding the Services, in whatever form, whether or not patentable or copyrightable or made or conceived solely or jointly with others (collectively, "Feedback"), your Feedback shall become the property of Grid Supply Chain, and you hereby transfer and assign your rights in the Feedback to Grid Supply Chain.

7.4 Links To Third Party Content. The Services (including the Website) may contain links to, or otherwise incorporate, other third party websites, content and/or databases that are controlled by parties other than Grid Supply Chain. Grid Supply Chain does not operate, or control in any respect, any information, products, or services on such third party websites. You acknowledge and agree that such links are provided for your convenience only and that Grid Supply Chain is not responsible for and does not necessarily endorse the information or data provided by any linked third party website or the linked site itself. Your access and use of any linked third party website, information or materials is solely at your own risk. Grid Supply Chain is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on or in such websites, information or materials.

7.5 Restrictions. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within the Services or any of the Content. Except as expressly authorized by Grid Supply Chain in writing, in no event shall you publish, disclose, reproduce, redistribute, duplicate, copy, sell, resell, or exploit, all or any portion of the Services or the Content. You are not permitted to use any Grid Supply Chain trademarks or service marks. The Services and the Content may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work, or otherwise used for public or commercial purposes, without the express prior written permission of Grid Supply Chain. All rights not expressly granted in these Terms are reserved to Grid Supply

Chain. No other rights or licenses whether express or implied, are conveyed or intended by the Terms.

## 8 TERMINATION; SUSPENSION

Grid Supply Chain may (a) terminate or suspend your Authorized User Account or prohibit you from using or accessing the Services (or any portion thereof) for any violation of these Terms, with or without notice and (b) suspend the Services and/or your access to the Services at any time if Grid Supply Chain reasonably believes that (i) you have breached any part of these Terms, or (ii) such a suspension is necessary to maintain the security or integrity of the Services, or to prevent misuse of the foregoing by any person, including you.

8.1 Your access to the Services may be interrupted at times for maintenance, system outages, scheduled maintenance and other circumstances beyond Grid Supply Chain's reasonable control (e.g., viruses). In addition, the availability of the Services are subject to interruption and delay beyond Grid Supply Chain's control. Grid Supply Chain shall not be liable to you for any such interruption or delay.

## 9 INDEMNITY

You agree to indemnify and hold harmless Grid Supply Chain, the Third Party Providers, and their respective officers, directors, employees, agents and licensors from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of, or in connection with any claim brought by any third party in connection with or arising out of (a) your access to and use of the Services, (b) your Submissions, or (c) your violation of these Terms, any applicable law or regulation, any applicable Third Party Provider terms and conditions associated with your shipment, or your violation of any rights or another, or (d) the shipment of prohibited, hazardous or dangerous goods. Grid Supply Chain reserves, and you grant to Grid Supply Chain, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

## 10 DISCLAIMER OF WARRANTY

10.1 THE SERVICES ARE SUPPLIED "AS IS," "WHERE IS," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND. GRID SUPPLY CHAIN AND THE THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. GRID SUPPLY CHAIN AND THE THIRD PARTY PROVIDERS DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR

REQUIREMENTS OR THAT THE SERVICES WILL BE ERROR-FREE, OR THAT DEFECTS IN THE GRID SUPPLY CHAIN WEBSITE OR ANY OTHER PART OF THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GRID SUPPLY CHAIN, THE THIRD PARTY PROVIDERS, OR ANY GRID SUPPLY CHAIN OR THIRD PARTY PROVIDER AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF GRID SUPPLY CHAIN'S OBLIGATIONS UNDER THESE TERMS. YOU HEREBY WAIVE ANY AND ALL CLAIMS THAT YOU MAY HAVE AGAINST GRID SUPPLY CHAIN AND THE THIRD PARTY PROVIDERS ARISING OUT OF THE SERVICES OR THESE TERMS. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF THE SERVICES HEREUNDER IS AT YOUR SOLE RISK.

10.2 YOU ACKNOWLEDGE AND AGREE THAT GRID SUPPLY CHAIN, THE THIRD PARTY PROVIDERS AND THEIR VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA, OR (B) UNAUTHORIZED THIRD PARTIES (E.G., HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, COMPUTERS, OR NETWORKS. GRID SUPPLY CHAIN SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH ACTIVITIES NOR SHALL ANY SUCH ACTIVITIES CONSTITUTE A BREACH BY GRID SUPPLY CHAIN OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

#### 11 LIMITATION OF LIABILITY

GRID SUPPLY CHAIN IS NOT A CARRIER OR FREIGHT FORWARDER. IN NO EVENT SHALL GRID SUPPLY CHAIN, ITS THIRD PARTY PROVIDERS AND LICENSORS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THESE TERMS, THE SERVICES OR ANY OTHER INFORMATION, SERVICES OR MATERIALS RENDERED HEREUNDER, EVEN IF GRID SUPPLY CHAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GRID SUPPLY CHAIN AND ITS THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR DIRECT DAMAGES ARISING FROM OR RELATED TO THE SERVICES OR THESE TERMS (INCLUDING FROM ANY LOSS, DAMAGE, EXPENSE OR DELAY INVOLVING OR RELATED TO YOUR GOOD) IN EXCESS THE LESSER OF (A) FIFTY DOLLARS (\$50.00) PER SHIPMENT OR (B) THE FEES YOU PAID TO GRID SUPPLY CHAIN FOR THE SERVICES, PROVIDED THAT IN THE CASE OF A PARTIAL LOSS OF YOUR GOODS, SUCH AMOUNT WILL BE ADJUSTED PRO RATA.

## 12 INFRINGEMENT NOTICES

12.1 If you believe any Submission or Content available through the Services infringes a copyright, please provide the following information to the person identified above (17 U.S.C. § 512):

- a. A physical or electronic signature of the copyright owner or authorized agent;
- b. Identification of the copyrighted work(s) claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d. Information regarding how Grid Supply Chain may contact you (e.g., mailing address, telephone number, e-mail address);
- e. A statement that the copyright owner or its authorized agent has 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
- f. A statement that the information in the notification is accurate, and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

12.2 Repeat Infringer Policy. In accordance with the DMCA and other applicable law, Grid Supply Chain has adopted a policy of terminating, in appropriate circumstances and at Grid Supply Chain' sole discretion, users who are deemed to be repeat infringers. Grid Supply Chain may also at its sole discretion limit access to the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## 13 GENERAL

13.1 No Waiver. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

13.2 Assignment. You may not assign these Terms without the written consent of Grid Supply Chain.

13.3 Governing Law; Arbitration. The validity, construction and performance of these Terms and the legal relations among the Parties to these Terms shall be governed by and construed in accordance with the laws of the State of California. You agree and understand in the event that any legal claim arising out of or relating to these Terms or the Services, excluding legal action taken by Grid Supply Chain to collect fees and/or recover damages for, or obtain an injunction relating to, Grid Supply Chain's operations, intellectual property,

and/or the Services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of JAMS. The arbitration shall be conducted in Santa Barbara, California, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You understand and agree that you would have had a right or opportunity to litigate through a court and to have a judge or jury decide your case, but you choose to have any disputes decided through arbitration. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable rules of JAMS. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other Party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

13.4 Severability. If any provision of these Terms or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of these Terms shall continue in full force and effect.

13.5 Survival. The following Sections shall survive expiration or termination of these Terms: 2 (Other Applicable Terms), 7.3 (Feedback), 9 (Indemnity), 10 (Disclaimer of Warranty), 11 (Limitation of Liability), 12 (General), and any other provision that the Parties reasonably contemplate as remaining in effect after expiration or termination of these Terms.

13.6 Construction. The section headings in these Terms are for convenience of reference only, will not be deemed to a part of these Terms, and will not be referred to in connection with the construction or interpretation of these Terms. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to sections of these Terms as a whole and not to any particular section, subsection or other subpart of these Terms. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."