

## Advertising Terms and Conditions

ROW2 Technologies, Inc., including its subsidiaries, affiliates, divisions, contractors and all data sources and suppliers all of which are referred to herein as ("ROW2 Technologies") offers SmartChem, RouteDesign and Maximizer as its main services (collectively the "Services").

The Services are accessible through the Internet via ROW2 Technologies' website (the "Site"). In order to access the Services, one has to first log in to the Site under one's subscription to the pertinent Services. ROW2 Technologies licenses the Services on an annual subscription basis.

ROW2 Technologies has now created a space on various sections of the Services for Advertisers to advertise their respective products and/or services for a fee. The advertisement fees will depend on the duration of a particular advertisement, such as 3 months, 6 months, 9 months, 12 months, or any other duration agreed to by ROW2 Technologies. You do not need to be a subscriber to any of the Services in order to place advertisements under any of the Services on the Site.

The terms and conditions herein are in addition to, and do not override, the specific terms and conditions, if any, that apply to the Services offered by ROW2 Technologies and otherwise throughout the Site. By submitting and/or utilizing any advertisement under any of the Services, whether or not you are subscriber to any of the Services, you (the "Advertiser") agree to be legally bound by these Terms and Conditions, as well as ROW2 Technologies' Terms of Use for the Site, which Terms of Use are incorporated herein by reference. Further, additional proprietary notices and copyright information may be found on other pages in the Site.

Advertiser Responsibilities. Advertiser shall (i) be responsible for the accuracy, quality and legality of "Advertiser Content" (meaning all information and materials, including text, narrative, images, photos, graphs, videos, designs, logos, trademarks, data or other information, included in any advertisement) and of the means by which Advertiser acquired Advertiser Content, and (ii) not use any of the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights. Advertiser will conduct any advertisement through ROW2 Technologies and/or the Services using the highest industry standards which meet or surpass all local, State and Federal laws for advertising. ROW2 Technologies makes no warranties with regards to reviewing any provided Advertiser Content ahead of time and therefore cannot be held responsible if any portion may be deemed illegal. Advertiser also warrants that its social media networks and/or website, or any social media network and/or website as provided for advertisement utilizing any of the Services shall not contain, or contain links to, improper or illegal content. ROW2 Technologies reserves the right to reject any Advertiser advertisement, or URL link embodied within any advertisement at any time. Advertiser under any of the Services is accepted upon the representation that Advertiser has the right to publish the Advertiser Content of the advertisement, without infringing any rights of third parties. Advertiser agrees to indemnify and hold ROW2 Technologies and ROW2 Technologies' employees, consultants, subcontractors and affiliates (collectively "**Representatives**") harmless against any and all expenses and losses of any kind (including reasonable attorney's fees and costs) incurred by ROW2 Technologies or its Representatives in connection with any claim of any kind arising out of publication of any Advertiser advertisement (including, without limitation, any claim of trademark, any proprietary right or copyright infringement, libel, defamation, breach of confidentiality, false or deceptive advertising or sales practices) and/or any material of Advertiser's to which users can link through any advertisement.

Fees and Expenses. In consideration for use of any of the Services for advertisements, and subject to its receipt of an invoice, Advertiser will pay ROW2 Technologies the fees set forth in an order form. All fees hereunder shall be noncancellable and nonrefundable. With respect to any advertisement, unless otherwise agreed to by the parties in an order form, all fees are due before the start of any advertisement. ROW2 Technologies' fees for advertisement do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state,

provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Advertiser is solely responsible for paying all Taxes associated with Advertiser's advertisement hereunder. If ROW2 Technologies has the legal obligation to pay or collect Taxes for which Advertiser is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Advertiser, unless Advertiser provides ROW2 Technologies with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, ROW2 Technologies is solely responsible for taxes assessable against it based on ROW2 Technologies' income, property and employees. All fees not paid by the due date are subject to an additional charge of 1.5% per month or the highest amount allowed by law, whichever is lower. ROW2 Technologies shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, expenses and costs) incurred in attempting to collect payment from Advertiser. In accordance with its expense reimbursement policy, Advertiser will reimburse ROW2 Technologies for reasonable and documented expenses, but only to the extent that they are reasonable and pre-approved.

Restrictions on the Services. Advertiser shall not (i) permit any third party to access the any of the Services except as permitted herein or in an order form entered into between ROW2 Technologies and Advertiser, (ii) create derivate works based on any of the Services, (iii) copy, frame or mirror any part or content of any of the Services, (iv) reverse engineer any of the Services, or (v) access any of the Services in order to (1) build a competitive product or service, or (2) copy any features, functions or graphics of any of the Services.

Suggestions. ROW2 Technologies shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any of the Services any suggestions, enhancement requests, recommendations or other feedback provided by Advertiser, including any of Advertiser's authorized users, relating to the operation of any of the Services.

THE SERVICES AND ANY ADVERTISEMENT PROVIDED THEREUNDER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND ROW2 TECHNOLOGIES DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE.

IN NO EVENT WILL ROW2 TECHNOLOGIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, OR ANY EFFECT ON ADVERTISER'S BUSINESS AS A RESULT OF ANY ADVERTISEMENT MADE ON THE SITE, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

ROW2 TECHNOLOGIES' MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THE SERVICES AND/OR ANY ADVERTISEMENT MADE BY ADVERTISER ON ANY OF THE SERVICES WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY ROW2 TECHNOLOGIES FROM ADVERTISER, UNDER THE PERTINENT ORDER FORM GIVING RISE TO A CLAIM, DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE. ROW2 TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY OF ADVERTISER CONTENT, NOR THE CONTENTS OF ANY ADVERTISEMENT, SOCIAL MEDIA NETWORKS, WEB SITES OR WEB PAGES.

Indemnification. Advertiser will indemnify, defend and hold harmless ROW2 Technologies from and against any and all losses, damages, liability, costs and expenses, as well as all reasonable and related attorneys' fees and court costs, arising out of any Advertiser breach of these Advertising Terms and Conditions.

Confidentiality.

(a) "**Confidential Information**" means the Services and any proprietary information, trade secrets, release dates, strategy, roadmaps, marketing, finances or other business information (and including the terms of these Advertising Terms and Conditions) disclosed by

ROW2 Technologies to Advertiser either directly or indirectly in writing, orally or by designs or drawings.

(b) Except as otherwise provided herein, Advertiser will not use the Confidential Information for any purpose whatsoever (other than its performance under these Advertising Terms and Conditions). Further Advertiser will protect the Confidential Information from disclosure to third parties using the same manner of protection that it uses to protect its confidential information of a like nature, but in no event less than reasonable care. Advertiser may disclose Confidential Information pursuant to a valid order of any governmental authority, provided that Advertiser has given ROW2 Technologies prompt notice prior to making such disclosure so that ROW2 Technologies may seek a protective order or other appropriate remedy. Except as otherwise authorized by ROW2 Technologies in writing, Advertiser will limit access to Confidential Information only to those of its and its employees, contractors and agents who need such access for purposes consistent with these Advertising Terms and Conditions and who have signed confidentiality agreements with Advertiser containing protections no less stringent than those herein for the protection of Confidential Information. Advertiser shall be responsible for any use or disclosure of Confidential Information by any of its employees, contractors and/or agents. Advertiser shall not disclose the terms of these Advertising Terms and Conditions to any third party other than its legal counsel and accountants without ROW2 Technologies' prior written consent. Advertiser shall not decompile, disassemble or reverse engineer any Confidential Information of ROW2 Technologies.

Effective Date: October 1<sup>st</sup>, 2015

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