

CENTRICITY, LLC LEGAL DOCUMENTS

Introduction

To Whom It May Concern,

The following documents will address questions about the agreement terms, policies, intellectual property, governance and compliance of Centricity, LLC, the company that is revolutionizing food and agriculture with the industry first decentralized data sovereignty and private automated certifications ecosystem.

We take our commitment to equitable knowledge exchange and data sovereignty to heart in everything we do. As you review our policies and statements, you will see:

- You are the owner of your own data; we don't sell, rent or trade it.
- We take proactive measures to safeguard data and provide clear business practices up front.
- Centricity is the owner of its own or licensed content, the functionality, source code, algorithms and other intellectual property developed in order to provide you and others with Services.

Should you have any questions please don't hesitate to contact us. Thank you for your care and consideration as you review these important aspects of our relationship.

At Centricity we have long maintained that the investments made in our customers' best interests are our greatest assets. It is our passion and pleasure to assist in creating a world of equitable knowledge exchange -- where information flows with purpose and intention that uphold stakeholder interests.

Warmest Regards.



Drew Zabrocki, CEO

Overview

Our Agreements & Terms are clarified in a comprehensive [Master Service Agreement](#).

You may also learn about our commitment to Privacy Protection in our [Security Highlights](#) document which includes the OADA (OpenAg Data Alliance PUC statements) or read the [Full Privacy Statement](#).

Our Security practices and technologies are explained in our [Security Statement](#); and finally our [External-Facing Services Policy](#).

For questions please contact the Relationship Executive with whom you are dealing or contact us at 1.888.778.9994

MASTER SERVICE AGREEMENT

Your rights and our responsibilities clearly defined

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES. IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

The following describes the terms on which Centricity, LLC together with its affiliated companies and/or contractors (hereafter 'Centricity', 'We', 'Us', 'Our') offers You (hereafter 'You', 'you', 'Your', 'your') access to our Services.

Centricity reserves the right to revise this User Agreement and the terms and conditions of use of the Service at any time by posting an updated version of the terms on the website. You are responsible for regularly reviewing these terms and continued use of the Service after such notice will constitute your acceptance of such revised terms.

BY ACCEPTING THIS AGREEMENT, EITHER BY LOGGING INTO THE SERVICES OR CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Search results of Centricity-owned or licensed Content are provided under a limited non-exclusive, revocable, nontransferable license, and may not be redistributed or used to develop a stand-alone database.

This Agreement was last updated on May 30th, 2019. It is effectively immediately upon acceptance by You or upon access of the Service whichever shall first occur.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Beta Services" means Our services that are not generally available to customers.

"Content" means information obtained by Us from Our content licensors or publicly available sources and provided to You pursuant to an Order Form, as more fully described in the Documentation.

“Documentation” means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via our support portals or via logging into the applicable Service.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Marketplace” means an online directory, catalog or marketplace of applications that interoperate with the Services.

“Non-Centricity Applications” means a Web-based or offline software application that is provided by You or a third party and interoperates with a Service, including, for example, an application that is developed by or for You, is listed on a Marketplace, or is identified as Centricity Labs or by a similar designation.

“Order Form” means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that You or Your Affiliate purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

“Services” means the products and services that are ordered by You under a free trial or an Order Form and made available online by Us, including associated offline components, as described in the Documentation. “Services” exclude Content and Non-Centricity Applications.

“User” means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

“We,” “Us” or “Our” means Centricity described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“Your Data” means data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Content and Non-Centricity Applications.

2. FREE TRIAL

If You register on our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

Please review the User Guide during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. OUR RESPONSIBILITIES

3.1. Provision of Purchased Services. We will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 4:00 a.m. Monday Pacific time), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Centricity Application, or denial of service attack.

3.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as You expressly permit.

3.3 Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

3.4 Beta Services. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered “Services” under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may

never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

4. USE OF SERVICES AND CONTENT

4.1 Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

4.2 Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Invoicing and Payment).

4.3 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of Non-Centricity Applications with which You use Services or Content.

4.4 Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service 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, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

4.5 External-Facing Services. If You subscribe to a Service for creation and hosting of external-facing websites, You will comply with, and be responsible for Users' compliance with, Our External-Facing Services Policy

published on the Service website and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies on such websites.

4.6 Integration of Your Data. You acknowledge that you are responsible for all data, text, information, images, and material that you enter or submit in connection with the Services including creation of user databases for Your own use. You agree that you, and not Us, will have sole responsibility for the integrity, legality, reliability, accuracy, timeliness, safety, geographic information, weather, restrictions, and appropriateness, of Your Data and any and all application specific information generated by the Service. Your Data may be integrated by the Services into and form the basis for generating reports, summaries or hashes of data or recording or reporting of certain commercial practices, logistical planning and or data that serves to substantiate claims and or other activities.

You may introduce data to the Services via file uploads, email, FTP, sFTP, API or through other means provide Us with Your Data for the purposes of introducing it into the Service ('External Data'); this may include, but is not limited to raw data files, structured data, unstructured data and or handwritten information. We will not monitor, edit or validate any information regarding any External Data, without your permission, except as permitted by this Agreement or as required by applicable law. We may access your account, including External Data, to monitor or enhance or develop Services or respond to technical issues or as stated in this Agreement or required by applicable law. You, not Us, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all External Data, and We shall not be responsible or liable for the presence thereof or the deletion, correction, destruction, damage, loss or failure to store any External Data. External Data may be recognized and or associated and or stored and used as data entered by any other means. Certain types of External Data may not have the same functionality as native data and may have certain limitation as described in the Documentation.

4.7. Removal of Content and Non-Centricity Applications. If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems. If We receive information that a Non-Centricity Application hosted on a Service by You may violate Our External-Facing Services or applicable law or third-party rights, We may so notify You and in such event You will promptly disable such Non-Centricity Application or modify the Non-Centricity Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Service and/or Non-Centricity Application until the potential violation is resolved. You accept full responsibility for the legality, accuracy, adequacy and timeliness of the data entered and specifically Your Data and hereby waive any claim and indemnify Us against any injury, damage or expense resulting from any use what so ever including compliance, use of horticultural practices, chemicals or other products included in the Service.

5. NON-CENTRICITY PROVIDERS

5.1. Acquisition of Non-Centricity Products and Services. We or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Centricity Applications and implementation and other consulting services. Any acquisition by You of such Non-Centricity products or services, and any exchange of data between You and any Non-Centricity provider, is solely between

You and the applicable Non-Centricity provider. We do not warrant or support Non-Centricity Applications or other Non-Centricity products or services, whether or not they are designated by Us as “certified” or otherwise, except as specified in an Order Form.

5.2. Non-Centricity Applications and Your Data. If You install or enable a Non-Centricity Application for use with a Service, You grant Us permission to allow the provider of that Non-Centricity Application to access Your Data as required for the interoperation of that Non-Centricity Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by a Non-Centricity Application.

5.3. Integration with Non-Centricity Applications. The Services may contain features designed to interoperate with Non-Centricity Applications. To use such features, You may be required to obtain access to Non-Centricity Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-Centricity Applications. If the provider of a Non-Centricity Application ceases to make the Non-Centricity Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing those Service features without entitling You to any refund, credit, or other compensation.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content purchased and not actual usage, (ii) payment obligations are noncancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

6.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 15 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or We may levy an account maintenance fee of \$150 per account each month, for example if you subscribe to multiple accounts or receive a consolidated invoice; each account may be subject to the account maintenance fee, and/or (c) We may condition future subscription renewals and Order Forms on pre-payment or payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies,

accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to You.

6.5. Payment Disputes. We will not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

7. PROPRIETARY RIGHTS AND LICENSES

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. License by Us to Use Content. We grant to You a worldwide, limited-term license, under Our applicable intellectual property rights and licenses, to use Content acquired by You pursuant to Order Forms, subject to those Order Forms, this Agreement and the Documentation.

7.3. License by You to Host Your Data and Applications. You grant Us and Our Affiliates a worldwide, limited term license to host, copy, transmit and display Your Data, and any Non-Centricity Applications and program code created by or for You using a Service, as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data or any Non-Centricity Application or program code.

We encourage you to review the Documentation regarding Sponsored Accounts, establishing Trust Accounts and the exchange of information among Trusted Parties.

7.4. License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

7.5. Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this Section 8.2.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse

the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. Our Warranties. We warrant that (a) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Documentation, (d) subject to Section 5.3 (Integration with Non-Centricity Applications), We will not materially decrease the functionality of the Purchased Services during a subscription term, and (e) the Purchased Services and Content will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in Sections 12.3 (Termination) and 12.4 (Refund or Payment upon Termination).

9.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party arising from or relating in any way (a) alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, (b) Our violation of any terms or conditions of the License, (c) Our violation of applicable laws, and (d) Our violation of any rights of another person or entity (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 9.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do

not apply to the extent a Claim Against You arises from Content, a Non-Centricity Application or Your breach of this Agreement.

10.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party arising from or relating in any way to (a) Your use of the Service, (b) Your violation of any terms or conditions of the License, (c) Your violation of applicable laws, (d) Your violation of any rights of another person or entity, or (e) the entry, sufficiency, adequacy, accuracy, or timeliness of content or Your Data which forms the basis for reports, analysis, authoring recommendations or work documents or records, selecting products for use on a specific crop, purchasing of agricultural chemicals or applying agricultural chemicals to specific crops or land. (f) Your Data, and or (g) Your use of any Service or Content in a manner other than intended, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"). You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

In the event that You have a dispute with an advisor, manufacturer, another user, or any third party, You release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential), of every kind and nature arising out of or in any way connected with such disputes.

If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor."

10.3. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL WE OR ANY THIRD PARTY PROVIDING LABELS, MATERIALS, SERVICES OR CONTENT TO US BE LIABLE TO YOU OR ANY OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR CONNECTED WITH US AND SERVICES, INCLUDING BUT NOT LIMITED TO, YOUR USE OF SERVICES OR YOUR INABILITY TO USE SERVICES OR ACCESS DATA, EVEN IF WE HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT ANY THIRD PARTY OWNERS OF ANY SERVICES OR CONTENT, INCLUDING, BUT NOT LIMITED TO WEATHER FORECAST, GIS MAPPING, ROTATIONAL CROP RESTRICTIONS, ANIMAL HEALTH INFORMATION, COMPLIANCE SCHEMA, REGULATORY DATASETS, LABELS, SAFETY DATA SHEETS, MATERIALS, LOCAL PRODUCT NOTICES, DOT AND SARA TITLE III DATA, OR CHEMICAL INFORMATION, PROVIDED IN CONNECTION WITH OR CONTAINED WITHIN THE SERVICES ARE THIRD PARTY BENEFICIARIES TO

THE WARRANTY AND LIABILITY LIMITATION PROVISIONS CONTAINED IN THIS PARAGRAPH AS THOSE PROVISIONS RELATE TO THEIR SERVICES OR CONTENT. TO THE EXTENT ANY LIABILITY ARISES ON BEHALF OF US RELATED TO US OR THE SERVICES, YOU AGREE THAT YOUR EXCLUSIVE REMEDY AND THE MAXIMUM LIABILITY OF CENTRICITY WILL BE THE TOTAL AMOUNT PAID TO CENTRICITY FOR THE SERVICES IN THE PRECEDING 12-MONTHS LESS TAXES, REIMBURSEMENTS OR FEES. THE MAXIMUM LIABILITY DOLLAR AMOUNT HAS BEEN MUTUALLY AGREED AND ALL PARTIES AGREE TO ITS SUFFICIENCY. IT IS UNDERSTOOD THAT CENTRICITY WOULD NOT HAVE PROVIDED ACCESS TO THE SERVICE HAD SUCH AN AGREEMENT HAD NOT BEEN MADE IN ADVANCE.

11.2 DISCLAIMER OF WARRANTIES.

ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY DISCLAIMED. SPECIFICALLY, WE MAKE NO WARRANTY REGARDING THE AVAILABILITY OF THE SERVICE, THE SERVICES, ANY DATA STORED ON THE SERVICES, YOUR ACCESS TO THE SERVICES OR ANY OF YOUR DATA, OR THE ACCURACY OF ANY INFORMATION EITHER STORED OR PROVIDED VIA THE SERVICES.

WE AND ANY THIRD PARTIES PROVIDING MATERIALS, SERVICES OR CONTENT TO THE SERVICE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE, THE INCLUSION OF INFORMATION IN THE SERVICE, OR THE AGRICULTURAL CHEMICALS REFERENCED BY THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, WE MAKE NO WARRANTY REGARDING THE AVAILABILITY OR ACCURACY OF THE SOFTWARE, THE SERVICES, ANY DATA STORED IN OUR ENVIRONMENT, YOUR ACCESS TO THE SERVICE OR ANY DATA. ALL SUCH INFORMATION IS PROVIDED "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITHOUT WARRANTY OF ANY KIND.

WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE USED IN THE SERVICE WILL BE CORRECTED. YOUR USE OF, AND ANY RELIANCE UPON, THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY CHEMICAL INGREDIENT, MRL, INDUSTRY AND OR MARKET DATA, LABELS, INFORMATION, MATERIALS, AGRONOMIC INFORMATION, GIS MAPPING, DOT DATA, CROP ROTATIONAL DATA, PEST IDENTIFICATION, WEATHER FORECAST, REPORTS, THIRD PARTY DATA AND ADVICE IS AT YOUR OWN RISK. YOU RETAIN ALL RESPONSIBILITY TO VERIFY THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE MATERIAL MADE AVAILABLE THROUGH THE SERVICES OR ANY CONTENT. USERS OF THE SERVICES OR ANY REPORT GENERATED THEREFROM MUST READ AND FOLLOW THE ACTUAL AGRICULTURAL CHEMICAL LABEL AFFIXED TO THE PRODUCT CONTAINER, VERIFY THE SPECIFIC GIS DATA, DOT CALCULATIONS, CROP ROTATIONAL DATA AND OTHER APPLICATION REQUIREMENTS BEFORE USE OF THE PRODUCT. THE MANUFACTURER(S) ARE SOLELY RESPONSIBLE FOR THE INFORMATION PROVIDED IN THEIR LABELS AND MADE AVAILABLE FOR USE IN THE SERVICE.

THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND THE LIMITATIONS ON LIABILITY SHALL APPLY TO ALL ASPECTS OF THIS AGREEMENT.

11.3. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

12.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed fifteen percent (15%) of the pricing for the applicable Purchased Service or Content in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant Order Form as promotional or one-time or special pricing abatement or the like.

12.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make the Your Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

12.6. Surviving Provisions. The Sections titled “Fees and Payment for Purchase Services,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Portability and Deletion of Your Data,” “Who You Are Contracting With, Notices, Governing Law and Jurisdiction,” and “General Provisions” will survive any termination or expiration if this Agreement.

13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1. General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, depend on where You are domiciled.

You are contracting with:	Centricity, LLC, a Washington State Limited Liability Corporation
Notices should be addressed to:	1250 N Wenatchee Avenue, H250, Wenatchee, WA 98801 1-888-778-9994 (fax)
The governing law is:	States Federal Law
The courts having exclusive jurisdiction are:	Chelan County, WA, U.S.A.

13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

13.3. Agreement to Governing Law, Jurisdiction and Forum. All disputes arising under from Your use of or interaction with the Services shall be governed by Washington State law and settled by binding arbitration under the Commercial Rules of the American Arbitration Association, in Chelan County, Washington, by a single arbitrator selected in accordance with such rules. In any such arbitration proceeding, each party shall initially bear all of its own costs and share joint costs such as the cost of an arbitrator; upon resolution, the losing party shall pay the other party all costs incurred by the other party for the arbitration, including reasonable attorneys’ fees.

14. GENERAL PROVISIONS

14.1. Export Compliance. The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access

or use any Service or Content in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at compliance@centricity.us.

14.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

14.4 Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, or this User Agreement or the License, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14.5. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party acquires an interest in, is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.7. Third-Party Beneficiaries. Our Content licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

14.8. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or provision, nor shall any single or partial exercise of a right preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies shall be cumulative and not exclusive of any rights or remedies provided by law.

14.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, , the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the remaining provisions of this Agreement will remain in effect.

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PRIVACY SUMMARY

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Important information

Centricity's full Privacy Statement contains more information about the Company's Web site privacy practices.

Please note the difference between "front facing" web, conference and social interactions and "Customer Data" which is addressed separately in the following.

Centricity is a member of the Open Ag Data Alliance (<http://www.openag.io>), the OADA vision for data privacy and use revolves around a set of privacy and use components (PUCs) by which producers and stakeholders can compare products and services that interact within the OADA ecosystem. These PUCs refer to Customer Data and are described below.

Information collected

When you request additional information or register on Centricity's Web site, the Company will ask you to provide basic contact information.

When you purchase Centricity's applications or services (the "Services"), the Company will ask you to provide billing information.

When you register for or attend corporate events, the Company will ask you to provide basic contact information, billing information, and information on your participation in the events on Centricity's Web sites.

Centricity uses common Internet technologies, such as cookies and Web beacons, to keep track of interactions with the Company's Web sites and emails.

Use of information

Centricity uses information collected to provide you with the services you request.

Centricity may use information collected to provide you with additional information about the Company's Services, partners, promotions, and events.

Centricity may use information collected to improve the Company's Web sites and Services.

Unless described in the full Privacy Statement, Centricity does not share, sell, rent, or trade personally identifiable information with third parties for their promotional purposes. Centricity may share information collected with other companies that work on Centricity's behalf.

Customer Data

Customers of Centricity may submit data or information via the Company's services ("Customer Data").

Centricity will not review, share, distribute, or reference any such Customer Data except as provided in the Centricity Master Subscription Agreement, or as may be required by law. In accordance with the Centricity Master Subscription Agreement, Centricity may access Customer Data for the purposes of providing the services, preventing or addressing service or technical problems, at a Customer’s request in connection with customer support matters, or as may be required by law.

OADA: Each company in the OADA ecosystem (<http://openag.io>) should provide a publicly available URL that lists a true or false assertion (or equivalent such as check boxes, yes/no, etc.) for each OADA PUC with each of their privacy and terms of use policies.

The following OADA PUC table has been adapted to this Privacy Statement Highlights by replacing the term “farmer” with “Customer”, other modifications to the Description are bracketed and italicized when added or stricken when omitted.

Privacy and Use Component (PUC)	Description
Modular Choice and Consent (TRUE)	The Customer has a choice to opt-out of sharing data with an entity or with third parties if that sharing is not the primary purpose of the service or product.
Third Party Audit and Certification (FALSE)	An independent third party has certified that the internal privacy and use practices of an entity coincide with an entity’s stated policy, and has verified each assertion of true/false for these OADA principles. [Clarification; the above statement is false.]
Deletion of Data Upon Request (TRUE)	A Customer’s data is deleted upon the Customer’s request, with reasonable considerations for backup and recovery services. A particular Customer’s contribution to aggregated data is impossible to delete in general once it has become non-identifiable, so this principle refers only to data which is possible to identify and delete. Furthermore if a Customer has opted to Share information with a Third-Party access to the Shared Data may remain after Termination of the Customer’s Account and may not be deleted from the Third-Party’s Account and/or External Systems.
Publicly accessible policies (TRUE)	The privacy and use policies of a given entity and the assertions of true/false for each of these OADA principles are publicly available, and their locations will be properly provided as described in the OADA API.
Sharing of Identifiable Data with Third Parties (TRUE With Clarification)	A Customer explicitly controls who can see his or her data, and identifiable data shared with this entity is not provided to outside parties unless requested by the Customer <i>[in accordance with Sales Order, Master Services Agreement and/or Documentation]</i> . This includes personally identifiable data as well as geospatially identifiable data.

Sharing of Anonymized or Aggregate Data with Third Parties (TRUE)	Anonymous or aggregate data are not shared with third parties unless requested by the Customer.
Internal Guidelines for Data Access (TRUE)	A company has internal policies which limit access to Customer data to only those individuals and uses necessary to properly provide a Customer with a given service.
Access and Transferability (TRUE)	A Customer and his authorized agents are not intentionally denied access to the Customer Data, and the Customer can transfer his or her data from a service at any time in accordance with the publicly posted terms and policies.
Open Formats (TRUE With Clarification)	All data generated for a Customer is available to that Customer in a publicly published format <i>[which will be made available upon request]</i> .

Communication preferences

Every marketing email from Centricity contains instructions on how to opt out of receiving further marketing emails from the Company.

If you provide Centricity with contact information, you may choose how the Company uses your information.

You may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of the Company’s marketing emails.

How to contact us

Please read the Complete Privacy Statement for additional information. You may also contact Centricity Privacy Compliance Office at 1250 N Wenatchee Avenue, H250, Wenatchee, WA 98801 or by calling 1-888-778-9994.

PRIVACY STATEMENT

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Centricity, LLC dBA Centricity (“Centricity” or the “Company”) is committed to protecting the privacy of individuals who visit the Company’s Web sites (“Visitors”), individuals who register to use the Services as defined below (“Customers”), and individuals who register to attend the Company’s corporate events (“Attendees”). This Privacy Statement describes Centricity’ privacy practices in relation to the use of the Company’s Web sites and the related applications and services offered by Centricity (the “Services”).

Web sites covered

This Privacy Statement covers the information practices of Web sites that link to this Privacy Statement, including: centricityglobal.com, centricity.us, apreecs.com, apreecs.us, binder.ag, trellis.one, trellisframework.com, agledger.com, agledger.io (collectively referred to as “Centricity Web sites” or “the Company’s Web sites”).

Centricity’ Web sites may contain links to other Web sites. The information practices or the content of such other Web sites is governed by the privacy statements of such other Web sites. The Company encourages you to review the privacy statements of other Web sites to understand their information practices.

Information collected

When expressing an interest in obtaining additional information about the Services or registering to use the Services, Centricity requires you to provide the Company with personal contact information, such as name, company name, address, phone number, and email address (“Required Contact Information”). When purchasing the Services, Centricity may require you to provide the Company with financial qualification and billing information, such as billing name and address, credit card number, and the number of employees within the organization that will be using the Services (“Billing Information”). The Company may also ask you to provide additional information, such as company annual revenues, number of employees, or industry segment (“Optional Information”). Required Contact Information, Billing Information, and Optional Information about Customers are referred to collectively as “Data About Centricity Customers”, or in the case of Attendees, “Data About Centricity Attendees”.

As you navigate the Company’s Web sites, Centricity may also collect information through the use of commonly-used information-gathering tools, such as cookies and Web beacons (“Web Site Navigational Information”). Web Site Navigational Information includes standard information from your Web browser (such as browser type and browser language), your Internet Protocol (“IP”) address, and the actions you take on the Company’s Web sites (such as the Web pages viewed and the links clicked).

Use of information collected

The Company uses Data About Centricity Customers to perform the services requested. For example, if you fill out a “Contact” Web form, the Company will use the information provided to contact you about your interest in the Services.

The Company also uses Data About Centricity Attendees to plan and host corporate events, host online forums and social networks in which event attendees may participate, and to populate online profiles for Attendees on the Company's Web sites. Additional information on the Company's privacy practices with respect to Data About Centricity Attendees may be found in additional privacy statements on the event Web sites, as the case may be.

The Company may also use Data About Centricity Customers and Data About Centricity Attendees for marketing purposes. For example, the Company may use information you provide to contact you to further discuss your interest in the Services and to send you information regarding the Company, its affiliates, and its partners, such as information about promotions or events.

Centricity uses credit card information solely to check the financial qualifications and collect payment from prospective Customers and Attendees.

Centricity uses Web Site Navigational Information to operate and improve the Company's Web sites. The Company may also use Web Site Navigational Information alone or in combination with Data About Centricity Customers and Data About Centricity Attendees to provide personalized information about the Company.

Web Site Navigational Information

Cookies, Web Beacons and IP Addresses

Centricity uses commonly-used information-gathering tools, such as cookies and Web beacons, to collect information as you navigate the Company's Web sites ("Web Site Navigational Information"). This section describes the types of Web Site Navigational Information used on the Company's Web sites and how this information may be used.

Cookies

Centricity uses cookies to make interactions with the Company's Web sites easy and meaningful. When you visit one of the Company's Web sites, Centricity's servers send a cookie to your computer. Standing alone, cookies do not personally identify you; they merely recognize your Web browser. Unless you choose to identify yourself to Centricity, either by responding to a promotional offer, opening an account, or filling out a Web form (such as a "Registration" or a "Contact" or a "Free Trial" Web form), you remain anonymous to the Company.

Centricity uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer. Please note that if you disable your Web browser's ability to accept cookies, you will be able to navigate the Company's Web sites, but you will not be able to successfully use the Services.

The following sets out how Centricity uses different categories of cookies and your options for managing cookies' settings:

Type of Cookies	Description	Managing Settings
Required cookies	Required cookies enable you to navigate the Company’s Web sites and use its features, such as accessing secure areas of the Web sites and using Centricity Services. If you have chosen to identify yourself to Centricity, the Company uses cookies containing encrypted information to allow the Company to uniquely identify you. Each time you log into the Services, a cookie containing an encrypted, unique identifier that is tied to your account is placed on your browser. These cookies allow the Company to uniquely identify you when you are logged into the Services and to process your online transactions and requests	Because required cookies are essential to operate the Company’s Web sites and the Services, there is no option to opt out of these cookies.
Performance cookies	These cookies collect information about how Visitors use our Web site, including which pages visitors go to most often and if they receive error messages from certain pages. These cookies do not collect information that individually identifies a Visitor. All information these cookies collect is aggregated and anonymous. It is only used to improve how the Company’s Web site functions and performs.	From time-to-time, Centricity engages third parties to track and analyze usage and volume statistical information from individuals who visit the Company’s Web sites. Centricity may also utilize Flash cookies for these purposes
Functionality cookies	Functionality cookies allow the Company’s Web sites to remember information you have entered or choices you make (such as your username, language, or your region) and provide enhanced, more personal features. These cookies also enable you to optimize your use of Centricity’ Services after logging in. These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customize.	Centricity uses local shared objects, also known as Flash cookies, to store your preferences or display content based upon what you view on our Web sites to personalize your visit.
Targeting or Advertising cookies	From time-to-time, Centricity engages third parties to track and analyze usage and volume statistical information from individuals who visit the Company’s Web sites. Centricity sometimes uses cookies delivered by third parties to track the performance of Company advertisements. For example, these cookies remember which browsers have visited the Company’s Web sites. The information provided to third parties does not include personal information, but this information may be re-associated with personal information after the Company receives it.	Centricity also contracts with third-party advertising networks that collect IP addresses and other information from Web beacons (see below) on the Company’s Web sites, from emails, and on third-party Web sites. Ad networks follow your online activities over time by collecting Web Site Navigational Information through automated means, including through the use of cookies. They use this information to provide advertisements about products and services tailored to your interests. You may see these advertisements on other Web sites. This process also helps us manage and track the effectiveness of our marketing efforts. Third parties, with

		whom the Company partners to provide certain features on our Web sites or to display advertising based upon your Web browsing activity, use Flash cookies to collect and store information. Flash cookies are different from browser cookies because of the amount of, type of, and how data is stored.
Web Beacons	Centricity uses Web beacons alone or in conjunction with cookies to compile information about Customers and Visitors' usage of the Company's Web sites and interaction with emails from the Company. Web beacons are clear electronic images that can recognize certain types of information on your computer, such as cookies, when you viewed a particular Web site tied to the Web beacon, and a description of a Web site tied to the Web beacon. For example, Centricity may place Web beacons in marketing emails that notify the Company when you click on a link in the email that directs you to one of the Company's Web sites.	Centricity uses Web beacons to operate and improve the Company's Web sites and email communications.

IP Addresses

When you visit Centricity' Web sites, the Company collects your Internet Protocol ("IP") addresses to track and aggregate non-personal information. For example, Centricity uses IP addresses to monitor the regions from which Customers and Visitors navigate the Company's Web sites.

Centricity also collects IP addresses from Customers when they log into the Services as part of the Company's "Identity Confirmation" and "IP Range Restrictions" security features.

Social Media Features

The Company's Web sites may use social media features, such as the Twitter 'tweet' and or Facebook 'like' button ("Social Media Features"). These features may collect your IP address and which page you are visiting on the Company's Web site and may set a cookie to enable the feature to function properly. You may be given the option by such Social Media Features to post information about your activities on the Company's Web site to a profile page of yours that is provided by a third-party Social Media network in order to share with others within your network. Social Media Features are either hosted by a third party or hosted directly on the Company's Web site. Your interactions with these features are governed by the privacy policy of the company providing the relevant Social Media Features.

Do Not Track

Currently, various browsers – including Chrome, Edge, Firefox, and Safari – offer a "do not track" or "DNT" option that relies on a technology known as a DNT header, which sends a signal to Web sites' visited by the

user about the user's browser DNT preference setting. Centricity does not currently commit to responding to browsers' DNT signals with respect to the Company's Web sites, in part, because no common industry standard for DNT has been adopted by industry groups, technology companies or regulators, including no consistent standard of interpreting user intent. Centricity takes privacy and meaningful choice seriously and will make efforts to continue to monitor developments around DNT browser technology and the implementation of a standard.

Public forums, refer a friend, and customer testimonials

Centricity may provide bulletin boards, blogs, or chat rooms on the Company's Web sites. Any personal information you choose to submit in such a forum may be read, collected, or used by others who visit these forums, and may be used to send you unsolicited messages. Centricity is not responsible for the personal information you choose to submit in these forums.

Customers and Visitors may elect to use the Company's referral program to inform friends about the Company's Web sites. When using the referral program, the Company requests the friend's name and email address. Centricity will automatically send the friend an email inviting him or her to visit the Company's Web sites.

Centricity posts a list of Customers and testimonials on the Company's Web sites that contain information such as Customer names and titles. Centricity obtains the consent of each Customer prior to posting any information on such a list or posting testimonials.

Sharing of information collected

Service Providers

Centricity may share Data About Centricity Customers and Data About Centricity Attendees with the Company's contracted service providers so that these service providers can provide services on our behalf. Without limiting the foregoing, Centricity may also share Data About Centricity Customers and Data About Centricity Attendees with the Company's service providers to ensure the quality of information provided, and with third-party social networking and media Web sites, such as Facebook, for marketing and advertising on those Web sites. Unless described in this Privacy Statement, Centricity does not share, sell, rent, or trade any information with third parties for their promotional purposes.

Centricity Affiliates

The Company may share Data About Centricity Customers with other companies in order to work with them, including affiliates of the Centricity corporate group. For example, the Company may need to share Data About Centricity Customers for customer relationship management purposes.

Business Partners

From time to time, Centricity may partner with other companies to jointly offer products or services. If you purchase or specifically express interest in a jointly-offered product or service from Centricity, the Company may share Data About Centricity Customers collected in connection with your purchase or expression of

interest with our joint promotion partner(s). Centricity does not control our business partners' use of the Data About Centricity Customers we collect, and their use of the information will be in accordance with their own privacy policies. If you do not wish for your information to be shared in this manner, you may opt not to purchase or specifically express interest in a jointly offered product or service.

Centricity does not share Data About Centricity Attendees with business partners unless: (1) you specifically opt in to such sharing via an event registration form; or (2) you attend a Company event and allow Centricity or any of its designees to scan your attendee badge. If you do not wish for your information to be shared in this manner, you may choose not to opt in via event registration forms and elect not to have your badge scanned at Company events. If you choose to share your information with business partners in the manners described above, your information will be subject to the business partners' respective privacy statements.

Third Parties

This Privacy Statement sets forth the information Centricity collects on the Company's Web sites and the information we share with third parties. Centricity does not authorize the collection of personal information by third parties through advertising technologies deployed on the Company's Web sites, nor do we share personal information with any third parties collected from the Company's Web sites, except as provided in this Privacy Statement. Section 4 of this Privacy Statement, Web Site Navigational Information, specifically addresses the information we collect through cookies and web beacons, and how you can control cookies through your Web browsers.

Billing

Centricity uses a third-party service provider to manage credit card processing. This service provider is not permitted to store, retain, or use Billing Information except for the sole purpose of credit card processing on the Company's behalf.

Compelled Disclosure

Centricity reserves the right to use or disclose information provided if required by law or if the Company reasonably believes that use or disclosure is necessary to protect the Company's rights and/or to comply with a judicial proceeding, court order, or legal process.

International transfer of information collected

The Company primarily stores Data About Centricity Customers and Data About Centricity Attendees in the United States. To facilitate Centricity' global operations, the Company may transfer and access such information from around the world, including from other countries in which the Company has operations. This Privacy Statement shall apply even if Centricity transfers Data About Centricity Customers or Data About Centricity Attendees to other countries.

Communications preferences

Centricity offers Visitors, Customers, and Attendees who provide contact information a means to choose how the Company uses the information provided. You may manage your receipt of marketing and non-transactional

communications by clicking on the “unsubscribe” link located on the bottom of the Company’s marketing emails. Additionally, you may send a request to service@centricity.us

Correcting and updating your information

Customers may update or change their registration information by editing their user or organization record. To update a user profile, please login to www.Centricity.com with your Centricity username and password and click “My Account.” To update Billing Information or have your registration information deleted, please email service@centricity.us or call 1-888-778-9994 to discontinue your account and to have information you maintained in the Services returned to you. Requests to access, change, or delete your information will be handled within 30 days.

Customer Data

Centricity Customers may electronically submit data or information to the Services for hosting and processing purposes (“Customer Data”). Centricity will not review, share, distribute, or reference any such Customer Data except as provided in the Centricity Master Subscription Agreement, or as Authorized by the Customer, or as may be required by law. In accordance with the Centricity Master Subscription Agreement, Centricity may access Customer Data for the purpose of providing the Services or preventing or addressing service or technical problems or as may be required by law.

Centricity Customer Authorized Sharing Relationships

Centricity Customers may choose to authorize information to be shared or otherwise made available to a third-party (for example, between a buyer and a seller). When Centricity Customers makes an association in their Account or via customary support channels they have asserted their desire and granted Centricity rights to share information to the third-party identified in the Centricity Customer Account Configuration. Centricity may make such information available without liability to third parties that have been associated. This act of associating information establishes a “Trust Relationship” between the parties.

The right to report information to third parties in the future may be revoked for future reporting by disassociating the party from The Centricity Customer Account. However, historical data may still be made available if it relates to a time frame which access had been once provided.

Third-Party Supplied (aka “Sponsored”) Accounts Default Authorization

If an Centricity Customer license is provided to an Centricity Customer by a third-party (such as an Cooperative, Industry Association, Buyer or Seller) then certain administrative functions and account access, reporting functions and Centricity Customer Data may be provided to that third-party. If you do not wish to grant access you may establish a direct billing relationship with Centricity and discretely managed Authorized Sharing Relationships.

Security

Centricity uses robust security measures to protect Data About Centricity Customers and Data About Centricity Attendees. Because the Company uses the Services to maintain Data About Centricity Customers and Data About Centricity Attendees, this information, which is stored in the Services, is secured in the same manner as described in our Security Policy.

Mobile applications

Without limiting the generality of this Privacy Statement, in addition to information gathered through its Web sites or submitted to its Services, Centricity may obtain information through applications (“Mobile Applications”) that Customers or their authorized individuals (“Users”) download to, and run on, their mobile devices (“Devices”). Mobile Applications provided by Centricity may obtain information from, or access data stored on, Users’ Devices to provide services related to the relevant Mobile Application. For example, a Mobile Application may: access a camera on a User’s Device to enable the User to upload photographs to the Services; access the call history on a User’s Device to enable the User to upload that information to the Services; access calendar information on a User’s Device to enable the User to match agronomic events or reminders with contacts submitted by the User to the Services; access the geographic location of a User’s Device to enable the User to identify contacts submitted by the User the Services who are nearby; or access contact information on a User’s Device to enable the User to sync contact information between the information that is stored on the User’s Device and the information that is submitted to the Services. Information obtained to provide Mobile Application services may include information obtained in preparation for anticipated updates to those services. Mobile Applications may transmit information to and from Devices to provide the Mobile Application services.

Mobile Applications may provide Centricity with information related to Users’ use of the Mobile Application services, information regarding Users’ computer systems, and information regarding Users’ interaction with Mobile Applications, which Centricity may use to provide and improve the Mobile Application services. For example, all actions taken in a Mobile Application may be logged, along with associated information (such as the time of day when each action was taken). Centricity may also share anonymous data about these actions with third party providers of analytics services. In addition, if a User downloads a Centricity Mobile Application after clicking on a third-party mobile advertisement for the Mobile Application or for Centricity, the third-party advertiser may provide Centricity with certain information, such as the User’s Device identification information, which Centricity may use to track the performance of its advertising campaigns.

Customers may configure Centricity Mobile Application services, and the information accessed or obtained by the Mobile Application on a User’s Device may be affected by the Customer’s configuration. In addition, if a Customer purchases more than one Service from Centricity and its affiliates, a Mobile Application may be designed to interoperate with those Services; for instance, to provide a User with access to information from any or all of those Services or to provide information from a User’s Device to any or all of those Services. Information accessed or obtained by the Mobile Application on a User’s Device may be accessible to the Customer and its organization, depending on the intended functionality of the Mobile Application.

Notices and contractual terms related to a particular Mobile Application may be found in the End User License Agreement or relevant terms of service for that application. The Company encourages you to review the End User License Agreement or relevant terms of service related to any Mobile Applications you download, install, use, or otherwise interact with to understand that Mobile Application's information practices. The Mobile Application's access to information through a User's Device does not cause that information to be "Customer Data" under Centricity' Master Subscription Agreement with the Customer or under this Privacy Statement, except as follows: To the extent that a User uses a Mobile Application to submit electronic data and information to a Customer account on our Services pursuant to the Customer's Master Subscription Agreement with Centricity (or a similar agreement that governs the Customer's subscription(s) to Centricity' Services), that information constitutes "Customer Data" as defined in such agreement, and the provisions of that agreement with respect to privacy and security of such data will apply.

Changes to this Privacy Statement

Centricity reserves the right to change this Privacy Statement. Centricity will provide notification of the material changes to this Privacy Statement through the Company's Web sites at least thirty (30) business days prior to the change taking effect.

Contacting Us

Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to Centricity Privacy Compliance Office at 1250 N Wenatchee Avenue, Wenatchee, WA 98801 or by calling 1-888-778-9994.

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SECURITY STATEMENT

State of the art technology combine with old world vigilance

Centricity utilizes some of the most advanced technology for Internet security available today. When you access our site using industry standard Secure Socket Layer (SSL) technology, your information is protected using both server authentication and data encryption, ensuring that your data is safe, secure, and available only to registered Users in your organization. Your data will be completely inaccessible to your competitors.

Centricity provides each User in your organization with a unique user name and password that must be entered each time a User logs on. Centricity issues a session “cookie” only to record encrypted authentication information for the duration of a specific session. The session “cookie” does not include either the username or password of the user. Centricity does not use “cookies” to store other confidential user and session information, but instead implements more advanced security methods based on dynamic data and encoded session IDs.

In addition, Centricity is hosted in one or more secure server environments that uses firewalls and other advanced technology to prevent interference or access from outside intruders.

Security researchers seeking information on how to report security issues to Centricity should review our Vulnerability Reporting Policy below.

Vulnerability reporting policy

The Centricity security team acknowledges the valuable role that independent security researchers play in Internet security. Keeping our customers’ data secure is our number-one priority, and we encourage responsible reporting of any vulnerabilities that may be found in our site or application. Centricity is committed to working with the security community to verify and respond to any potential vulnerabilities that are reported to us. Additionally, Centricity pledges not to initiate legal action against security researchers for penetrating or attempting to penetrate our systems as long as they adhere to the conditions below.

Testing for security vulnerabilities

Conduct all vulnerability testing against Trial or Developer Edition organizations (instances) of our online services to minimize the risk to our customers’ data.

Reporting a potential security vulnerability

Privately share details of the suspected vulnerability with Centricity by sending an email to service@centricity.us. Please provide full details of the suspected vulnerability so the Centricity security team may validate and reproduce the issue

Centricity does not permit the following types of security research

- Causing, or attempting to cause, a Denial of Service (DoS) condition
- Accessing, or attempting to access, data or information that does not belong to you
- Destroying or corrupting, or attempting to destroy or corrupt, data or information that does not belong to you

The Centricity Security Team Commitment

To all security researchers who follow this Centricity Vulnerability Reporting Policy, the Centricity security team commits to the following:

- To respond in a timely manner, acknowledging receipt of your report
- To provide an estimated time frame for addressing the vulnerability
- To notify the reporting individual when the vulnerability has been fixed

No Compensation

Centricity does not compensate people for reporting a security vulnerability, and any requests for such compensation will be considered a violation of the conditions above. In such an event, Centricity reserves all of its legal rights.

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EXTERNAL-FACING SERVICES POLICY

Acceptable Use and External-Facing Services Policy

Scope

This Acceptable Use and External Facing Services Policy (“Policy”) applies to customers’ use of all services offered by Centricity or its affiliates (“Centricity”).

Last Updated

May 30th, 2019

Changes to Policy

Centricity may change this Policy by posting an updated version of the Policy at the Service website and such updates will be effective upon posting.

Violations

A customer’s violation of this Policy will be considered a material breach of the master subscription agreement and/or other agreement governing the customer’s use of the services.

Prohibited Material

- Customers may not, and may not allow any third-party, including its users, to use services to display, store,
- process or transmit, or permit use of services to display, store, process or transmit:
- Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- Hate-related or violent material, and/or material advocating discrimination against individuals or groups;
- Obscene, excessively profane material or otherwise objectionable material;
- Material advocating or advancing criminal hacking, cracking, or phishing;
- Material related to illegal drugs or paraphernalia;
- Malicious material;
- Unlawful software;
- Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs; or
- Material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

Prohibited Actions

Customers may not use a service to, nor allow its users or any third-party to use a service to:

- Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:

- sending communications or email in violation of the CAN-SPAM Act or any other applicable anti-spam law or regulation;
 - imitating or impersonating Centricity, another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
 - data mining or harvesting any web property (including any External-Facing Service) to find email addresses or other user account information;
 - sending unauthorized mail via open, third-party servers;
 - sending email to users who have requested to be removed from a mailing list;
 - selling to, exchanging with, sharing with or distributing to a third party personal information, including the email addresses of any person without such person's knowing and continued consent to such disclosure; or sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no preexisting relationship;
- Send, upload, distribute or disseminate, or offer to do the same, with respect to unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane, hateful, violent, or otherwise objectionable material, or promote, support or facilitate unlawful, hateful, discriminatory, or violent causes;
 - Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
 - Conduct or forward multi-level marketing, such as pyramid schemes and the like;
 - Generate or facilitate SMS, MMS, or other text messages or push notifications in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law including antispam, telemarketing or telephone consumer protection laws or regulations;
 - Use the services in any manner that violates any applicable industry standards, third party policies or requirements that Centricity may communicate to its users, including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, the Self-Regulatory Principles as directed by the Digital Advertising Alliance and the Network Advertising Initiative or any other generally accepted industry associations, carrier guidelines or other industry standards;
 - Transmit material that may be harmful to minors;
 - Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
 - Impersonate another person, entity or Centricity (via the use of an email addressor otherwise) or otherwise misrepresent themselves or the source of any email;
 - Violate the rights (such as rights of privacy or publicity) of others;
 - Promote, facilitate or encourage illegal activity;
 - Interfere with other users' enjoyment of a service;
 - Engage in activity in connection with illegal peer-to-peer filesharing;
 - Engage in or promote gambling, or run a gambling operation;
 - "Mine" bitcoins and other cryptocurrencies;
 - Sell, distribute or export illegal or prescription drugs or other controlled substances or paraphernalia;

- Access (including through any interfaces provided with a service), any Centricity product or service, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- Operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end user or third party-supplied Internet host;
- Perform significant load or security testing without first obtaining Centricity's written consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on the service or reformat or frame any portion of the web pages that are part of the service's administration display;
- Access a third-party web property for the purposes of web scraping, web crawling, web monitoring, or other similar activity through a web client that does not take commercially reasonable efforts to identify itself via a unique User Agent string describing the purpose of the web client and obey the robots exclusion standard (also known as the robots.txt standard), including the crawl-delay directive;
- Use a service in any manner that would disparage Centricity.
- Use Centricity AI or bot features to communicate with any third party without clearly communicating that the individual is speaking with a bot.
- Use Centricity Services or Service components for the purposes of predicting an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, age, gender, sex life, sexual orientation, criminal convictions, disability, health status, financial status, or medical condition. Additionally, for vision-related services, customer may not submit images of individuals for the purposes of creating or analyzing biometric identifiers, such as face prints or fingerprints or scans of eyes, hands or facial geometry.

U.S. Digital Millennium Copyright Act or Similar Statutory Obligations

To the extent a customer uses the services for hosting, advertising, sending electronic messages or for the creation and hosting of, or for posting material on, websites, each customer must (i) comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) or similar statute in other countries (the "DMCA"), (ii) set up a process to expeditiously respond to notices of alleged infringement that comply with the DMCA and to implement a DMCA-compliant repeat infringers policy, (iii) publicly display a description of its notice and takedown process under the DMCA on its instance of the services, and (iv) comply with such processes, policy(ies), and description.

It is Centricity's policy to respond expeditiously to valid notices of claimed copyright infringement compliant with the DMCA. In appropriate circumstances, Centricity will terminate the accounts of customers who Centricity suspects to be repeatedly or blatantly infringing copyrights.

If Centricity receives a notice alleging that material on a customer's instance of a service infringes another party's intellectual property, Centricity may disable that customer's instance of the service or remove the allegedly infringing material. If Centricity receives more than one such notice for the same customer, Centricity reserves the right to immediately terminate such customer's subscriptions to the services as deemed necessary by Centricity to ensure continued protection under the safe harbor provisions under the DMCA or to prevent violations of other applicable laws or third parties' rights.

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