

TERMS OF SERVICE AGREEMENT

Conditions of Sale (these "Terms") apply to the sale of services (collectively, "Products") by Hazmat Software LLC. ("HAZMAT", "we", or "us") via the www.shiphazmatonline.com online store ("Store"). HAZMAT's privacy policy, which is available on www.shiphazmatonline.com, is hereby incorporated into these Terms by reference. BY PURCHASING ANY PRODUCT FROM THE STORE, YOU AGREE TO THESE TERMS. IF YOU ARE AN INDIVIDUAL PURCHASING PRODUCTS ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE ALL NECESSARY AUTHORITY TO BIND SUCH ENTITY OR AGENCY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Price and Payment. You agree to pay the price for the Product(s) you order, as specified in the Store. All prices are quoted in the Store exclusive of federal, state, or local excise, sales, use, or similar taxes, or any export or import fees, customs duties and similar charges applicable to the sale or to the Products sold, except taxes based upon HAZMAT's net income, ("Taxes"). HAZMAT may collect Taxes with respect to certain jurisdictions. You agree to pay any and all Taxes and other charges incidental to the purchase or sale of the Product (including, for international purchases (i.e., those outside the United States), customs duties, import fees, and other similar fees). Without limiting other remedies, HAZMAT reserves the right to charge a late fee on all past due payments equivalent to the lesser of one and a half percent (1.5%) per month on the unpaid balance or the highest rate allowed by law. You will pay for all collection costs, attorneys fees, and court costs incurred in the collection of past due amounts.

2. Your HAZMAT Account. The Store allows you to create an account ("Account"). By creating or using an Account, you represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) you are thirteen (13) years of age or older upon registration. Any Account you have created by registering on the Store may be deleted without warning if we believe that any representation and warranty you make hereunder is breached or inaccurate. When you create an Account, you will be asked to choose a password for your Account. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the Account or password of another person at any time. You agree to notify us immediately if you suspect any unauthorized use of your Account or access to your password and you are solely responsible for any and all use of your Account.

3. Orders; Delivery; Title, and Risk of Loss. Your order is subject to cancellation by HAZMAT in its sole discretion, and any automatic confirmation email sent by HAZMAT in connection with your order does not constitute acceptance of the order by HAZMAT. HAZMAT is not responsible for pricing, typographical, or other errors in any offer on the Store and reserves the right to cancel any orders resulting from such errors.

3.1 Electronic Delivery. The Products may be delivered by or downloaded from the Provider (as defined in Section 4) or HAZMAT and HAZMAT may provide you with the means to use the Products, for example through providing credit tokens or subscription keys.

4. Right to Use; License. You acknowledge and agree that HAZMAT is selling the Products and that HAZMAT does not grant you any rights or licenses to the Products that you purchase via the Store. If you receive any rights or licenses to the Products (including, without limitation, any restrictions on your use of the Products), these rights and licenses will be granted to you by the HAZMAT and are bound by all the terms and conditions found herein and elsewhere in our website.

5. Representation and Warranty. You represent and warrant that any information you provide to HAZMAT in connection with your purchase of any Products via the Store (including, without limitation, any personal and payment-related information) is true, correct, and complete. You are fully liable for any damages that HAZMAT (or any of HAZMAT's suppliers) may incur due to your breach or inaccuracy of the foregoing representation and warranty.

6. No Warranty. HAZMAT does not offer any warranty on Products purchased through the Store. HAZMAT MAKES NO WARRANTIES AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, QUIET ENJOYMENT, AND ACCURACY.

7. Limitation of Liability. IN NO EVENT SHALL HAZMAT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, EVEN IF HAZMAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF REVENUE, LOSS OF CUSTOMERS, LOSS OF GOODWILL, OR LOSS OF PROFITS, ARISING OUT OF OR IN RELATION TO THESE TERMS, WHETHER ARISING UNDER CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT SHALL HAZMAT'S TOTAL, CUMULATIVE LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

8. Dispute Resolution by Binding Arbitration. HAZMAT and the Customer agree to arbitrate all disputes and claims between the two parties (the "Parties"). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between the Parties, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose before this or any prior agreement between the Parties (including, but not limited to, claims relating to advertising);
- Claims that are currently the subject

of purported class action litigation in which Customer is not a member of a certified class; and • Claims that may arise after the termination of any agreement between the Parties. Notwithstanding the foregoing, either party may bring an individual action in small claims court. Customer agrees that, by accepting these terms and conditions, Customer and HAZMAT are each waiving the right to a trial by jury or to participate in a class action. The transaction between the Parties evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of the agreement entered into by the Parties. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to HAZMAT should be addressed to: HAZMAT LLC, 760 Heather Glen Circle Lake Mary Florida 32746 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If HAZMAT and Customer do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or HAZMAT may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by HAZMAT or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or HAZMAT is entitled. Customer may download or copy a form Notice. After HAZMAT receives notice at the Notice Address that Customer has commenced arbitration, it will promptly reimburse Customer for Customer's payment of the filing fee. (If Customer is unable to pay this fee, HAZMAT will pay it directly upon receiving a written request at the Notice Address. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these terms and conditions, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. All issues are for the arbitrator to decide, including the scope of this arbitration provision, but the arbitrator is bound by the terms of these terms and conditions. Unless HAZMAT and Customer agree otherwise, any arbitration hearings will take place in the county (or parish) of Customer's billing address. If Customer's claim is for Ten Thousand U.S Dollars (US\$10,000) or less, HAZMAT agrees that Customer may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Customer's claim exceeds Ten Thousand U.S Dollars (US\$10,000), the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, HAZMAT will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that the substance of Customer's claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, Customer agrees to reimburse HAZMAT for all monies previously disbursed by it that are otherwise Customer's obligation to pay under the AAA Rules. If, after finding in Customer's favor in any respect on the merits of Customer's claim, the arbitrator issues Customer an award that is: • Equal to or less than the greater of (a) Two Thousand U.S. Dollars (US\$2,000) or (b) the maximum claim that may be brought in small claims court in the county of your billing address, and • Greater than the value of HAZMAT's last written settlement offer made before an arbitrator was selected, then HAZMAT will: • Pay Customer the greater of (a) Two Thousand U.S. Dollars (US\$2,000) or (b) the maximum claim that may be brought in small claims court in the county of Customer's billing address ("the premium") instead of the arbitrator's award; and • Pay Customer's attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses that Customer's attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium"). If HAZMAT did not make a written offer to settle the dispute before an arbitrator was selected, Customer and Customer's attorney will be entitled to receive the premium and the attorney premium, respectively, if the arbitrator awards Customer any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the premium and the attorney premium at any time during the proceedings and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits. The right to attorneys' fees and expenses set forth in paragraph (4) supplements any right to attorneys' fees and expenses Customer may have under applicable law. Thus, if Customer would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding Customer that amount. However, Customer may not recover duplicative awards of attorneys' fees or costs. Although under some laws HAZMAT may have a right to an award of attorneys' fees and expenses if it prevails in arbitration, HAZMAT agrees that it will not seek such an award. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. CUSTOMER AND HAZMAT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN CUSTOMER'S OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and HAZMAT agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. This Agreement will be construed in accordance with and governed

in all respects by the laws of the State of Florida, USA, without regard to any conflicts of law principles that would result in application of laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. 9. General. If any provision hereof is held invalid, unenforceable or void in any respect, such provision shall be construed so as to render it enforceable and effective to the maximum extent possible, and the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. You agree to adhere to all legal requirements applicable to the Products, including U. S. export laws. You represent that you are not a resident of any U. S.-embargoed country and that any sale to you complies with U. S. export laws. The parties are independent contractors and nothing herein shall be construed to imply a partnership, joint venture, principal-agent, or employer-employee relationship between the parties. Neither party shall have the right, power, or authority to create any obligation, expressed or implied, on behalf of the other party. You may not assign, by operation of law or otherwise, any of its rights, or delegate any of its duties, under these Terms to any third party without HAZMAT's prior written consent. Any assignment, delegation or transfer in violation of the foregoing will be null and void. These Terms constitutes the entire agreement between the parties as to the subject matter hereof and supersedes and merges all prior or contemporaneous oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter of these Terms. If you have any questions about the Terms, please contact us at the following email address:
billing@hazmatsoftware.com

For questions write to or email:
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Attn: Chief Financial Officer
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Lake Mary, Florida 32795-1299
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