



TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (AS A PUBLISHER, HILL 17 AUDITOR, AND/OR VISITOR, AS DEFINED BELOW AND AS APPLICABLE) ("YOU" OR "YOUR") AND SKAZ WXYZ LLC ("Hill 17," "WE," "US," OR "OUR"). THIS TERMS OF USE TOGETHER WITH ALL AMENDMENTS, ADDENDA, AND LICENSES, AND COLLECTIVELY WITH ALL HILL 17 RULES AND POLICIES, INCLUDING THE HILL 17 PRIVACY POLICY, CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND HILL 17. BY ACCESSING OR USING THE HILL 17 WEBSITE ("SITE") OR ANY SERVICES PROVIDED BY HILL 17 ("SERVICES" OR "HILL 17 SERVICES"), YOU SIGNIFY THAT YOU HAVE READ THE AGREEMENT AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE AGREEMENT.

IF YOU HAVE NOT READ THE AGREEMENT, DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THE AGREEMENT, OR ARE NOT ABLE TO CONSENT TO BE BOUND BY THE AGREEMENT (E.G., IF YOU ARE NOT OLD ENOUGH TO ENTER INTO A BINDING LEGAL CONTRACT), DO NOT ACCESS OR USE OUR SITE OR SERVICES. IF YOU ARE ACCESSING OR USING THE SITE OR SERVICES ON BEHALF OF AN ENTITY OR BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY OR BUSINESS TO THE AGREEMENT, WHETHER YOU ARE A VISITOR TO THIS SITE (A "VISITOR"), A PUBLISHER AND/OR A HILL 17 AUDITOR, AS APPLICABLE.

OVERVIEW

Welcome to www.hill17.com, a website operated by HILL 17. We operate and provide the Site and Hill 17 Services, which allow parties who are interacting with one another or Internet of Things (IoT) networks to secure and facilitate interactions to verify that the data's origin and history are authentic and represented accurately, principally in the context of ("Thing Activities").

The two main elements of the Hill 17 Services are:

1. Hill 17 Create: The creation of a unique activity id (a "H17iD") for each unique IoT or software event ("Event") and the capture of certain information through an Event. The owner of the thing, website or software where the Event occurs is referred to as a "Publisher," and the Publisher's Thing, website or software is referred to as the "Publisher Site."
2. Hill 17 Audit: The audit of H17iD, in real-time or in batch, in order to receive back certain Event information (e.g., Hill 17 Derived Data, as defined below) and a set of rules, flags, and/or actions, which are collectively referred to as a "Hill 17 Audit," and the querying party is referred to as a "Hill 17 Auditor."



1. Hill 17 CREATE

(a) General. When we refer to “Hill 17 Create,” we mean the process whereby a Publisher implementing the proper software code utilizes the Hill 17 Services to capture certain information about an Event on a Publisher Site and create a unique H17iD associated with that Event that is returned to the Publisher. Subject to the terms and conditions of this Agreement, as a Publisher, you may utilize Hill 17 Create on your own Publisher Sites where you desire to have a H17iD created for each Event. We will provide you with customized scripts and instructions that allow you, as a user of H17iD Create, to install on your Publisher Sites the means for providing the Services.

(b) Raw Event Data and Hill 17 Derived Data. By using the Hill 17 Create Service as a Publisher, you agree that we may store information that we have associated with the particular H17iDs created on your Publisher Sites, provided the information is allowed to be stored according to our Privacy Policy. We refer generally to two primary sets of data:

(i) Raw Event Data. We capture certain data from Events which are not made public (“Raw Event Data”), which include, but are not limited to, event history information, the URL or source where an event was generated, Publisher’s account number, Publisher name, referrer URL, and information that is entered by end users of Publisher Sites (“End Users”). UNDER ORDINARY CIRCUMSTANCES AND NORMAL OPERATION, H17iD SERVICES DO NOT EXPOSE RAW EVENT DATA TO ANY THIRD PARTY OTHER THAN CERTAIN OF OUR THIRD PARTY PARTNERS WHO ARE UNDER AN OBLIGATION TO KEEP THE RAW EVENT DATA CONFIDENTIAL AND WHO USE IT ONLY TO GENERATE HILL 17 DERIVED DATA FOR OUR PROVISION OF HILL 17 SERVICES.

(ii) Hill 17 Derived Data. If you elect to share a H17iD with a third party, and that third party or any other party with whom that H17iD is shared is a Hill 17 Auditor utilizing the Services to perform a Hill 17 Audit, we will return to the Hill 17 Auditor what we refer to as “Hill 17 Derived Data.” Hill 17 Derived Data are derived from, but do not include, Raw Event Data. Hill 17 Derived Data, for example, include but are not limited to, H17iD authenticity indicators, event age, event data integrity, event origin, consumer origin, H17iD velocity, consumer velocity, event lineage, and event duplication. A broader set of examples and descriptions of Hill 17 Derived Data is available within the secure area of our Site (“Hill 17 Member Portal”). If you do not wish for a third party to perform Hill 17 Audits on H17iDs that you have created or received from another party, you may (i) cease to share such H17iDs with that third party, or (ii) block certain Hill 17 Derived Data as part of the Hill 17 Audit response.



2. Hill 17 AUDIT

(a) General. If you subscribe to the Hill 17 Audit Service, we will provide you with a customized set of instructions that allows you to query one or more H17iDs in a Hill 17 Audit, on a one-by-one real-time or batch basis.

(b) Third-Party Applications. Within the Hill 17 Member Portal, you will have access to third-party applications or services. Such third-party applications and services will have their own terms of use and fees, which you must agree to in order to utilize such applications and services. We do not control such third-party terms and fees. If you do not agree to such third-party terms and fees, you may not be able to utilize all features and functionality of the Hill 17 Services.

3. HILL 17 ACCOUNTS

If you are a Publisher and/or a Hill 17 Auditor, we require that you create an account. You can create an account by following the registration instructions provided on the Site. If you choose to create an account, you agree to provide only true, current, accurate, and complete registration information and to keep that information true, accurate, and up-to-date. Each registration is for your personal use or for the use by the company the Site and Services.

4. OWNERSHIP AND HILL 17 LICENSES

(a) Our Technology. You understand and acknowledge that the software, code, proprietary methods, and systems used to provide the Site, the Services, and the code provided by us that enables the installation of Services ("Downloadable Code"), as well as any and all copies, modifications, enhancements, and derivative works thereof, are: (i) copyrighted by us and/or our licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. Collectively, the Site, the Services, the Downloadable Code, and any and all copies, modifications, enhancements, and derivative works thereof are referred to as "Our Technology." This Agreement confers no title or ownership in Our Technology and is not a sale of any such rights.

(b) License Grant and Restrictions. Subject to the terms of this Agreement, we hereby grant to you as a Publisher and as a Hill 17 Auditor a limited, revocable, non-exclusive license to access and use, and reproduce strictly as necessary to access and use, Our Technology for the purpose of accessing and using the Site and Services as contemplated by this Agreement with the understanding that this right is personal to you and may not be sub-licensed or transferred to any other party. Except as specifically allowed in this paragraph, the limited license granted in this Section is subject to the following restrictions:

(i) Our Technology may not be modified, reproduced, republished, posted, displayed, performed, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors.

(ii) Unless expressly stated otherwise, all licenses to software included in Our Technology are to machine-readable object code of such software. No license is granted in the source code of any software.

(iii) You may use Our Technology only in strict compliance with the terms of this Agreement, including any applicable addenda, statements of work, or orders that are accepted by Hill 17.

(iv) You shall not provide, license, sublicense, sell, resell, distribute, rent, lease, lend, or permit access to or use of Our Technology to anyone other than authorized users within your organization. You shall use best efforts to safeguard Our Technology so as to insure that no unauthorized party has access to Our Technology and that no unauthorized party makes any unauthorized copy of Our Technology. You shall not use Our Technology for any timesharing or service bureau purposes or otherwise use or allow the use of Our Technology for the benefit of any third party other than as expressly permitted by Hill 17 in writing.

(v) You shall use best efforts to assist Hill 17 in identifying and preventing any unauthorized use, copying, or disclosure of Our Technology or any portions thereof or any of the algorithms or the logic contained therein. You shall advise Hill 17 immediately in the event you learn, or have reason to believe, that any party to whom you have given access to Our Technology has violated, or intends to violate, the terms of this Agreement or an applicable addendum or order accepted by Hill 17 under this Agreement, and you shall cooperate with Hill 17 in seeking injunctive or other equitable relief in the name of you or Hill 17 against any such person.

(vi) You shall not, and shall not permit any third party to, decompile, disassemble, reverse engineer, create derivative works of, attempt to discover any source code or underlying ideas or algorithms of, or modify Our Technology in any way, without the prior written consent of Hill 17, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this provision.

(vii) You must abide by and shall not remove or alter any copyright notice, any other notice, any information, or any restriction that appears in connection with Our Technology.

(viii) Except as otherwise expressly permitted under this Agreement, you shall not have any rights to use Our Technology, in whole or in part, for any other use or purpose whatsoever and any right not expressly granted to you under the terms of this Agreement shall be reserved to Hill 17 and its licensors.

(ix) You shall be solely responsible to Hill 17 for the observance and compliance with all terms and conditions of this Agreement by your employees, contractors, service providers, agents, and any other third party who has been permitted access Our Technology as a result of your action or inaction.

(x) You assign any rights you have or may have in any modifications, enhancements, and derivative works of the Site, the Services, and the Downloadable Code that are made by or on behalf of you, whether such modifications, enhancements, and derivative works are permitted by this Agreement or not. If required, you specifically agree that you will obtain, at Hill 17's reasonable request, the execution of any instrument that may be appropriate to assign these rights to Hill 17 or perfect these rights in Hill 17's name. Hill 17's rights to modifications and enhancements of the Site, the Services, and the Downloadable Code are not an implied license to you to make any modifications or enhancements to the Site, the Services, and the Downloadable Code.

5. PRIVACY AND CONFIDENTIALITY

(a) Privacy. We know that your privacy and the security of your information are important. For this reason, we have a Privacy Policy available on our Site that describes our collection, use, sharing, and protection of information.

(b) Confidentiality.

(i) "Confidential Information" of a party shall mean information of a disclosing party, whether commercial, financial, technical or otherwise, disclosed to a recipient party and whether disclosed orally, in documentary form, by demonstration or otherwise, which is contained in any form whatsoever (including without limitation data, drawings, films, documents and computer readable media), and any and all derivations and copies of any of the foregoing, and which is marked or otherwise designated to show expressly or by necessary implication that it is confidential or proprietary to the disclosing party. In addition, with respect to Hill 17, our structure, our organization, Our Technology, the Site and the Services are the Confidential Information of Hill 17.

(ii) The recipient party will not disclose Confidential Information of the disclosing party to any third party without the disclosing party's express written consent, nor use any Confidential Information except as may be necessary to provide or use the Site or the Services.

(iii) The recipient party will protect the Confidential Information from unauthorized disclosure, dissemination and publication outside recipient party's business organization by using the same degree of care as the recipient party uses to protect its own confidential or proprietary information of a similar nature, but not less than a reasonable degree of care.

(iv) In addition, recipient party shall limit the use of, and access to, Confidential Information only to recipient party's employees, agents, and contractors (i) who have a need-to-know to provide or use the Site or the Services under this Agreement; (ii) who have been notified that such Confidential Information is confidential; and (iii) who are under binding obligations of confidentiality relating to the Confidential Information no less

restrictive than those of this Agreement. Recipient party agrees to reproduce disclosing party's proprietary rights notices on any authorized copies in the same manner in which such notices were set forth in or on the original.

(v) Confidential Information shall not include information that:

1. is in the public domain at the time of disclosure to the recipient party;
2. becomes publicly known through no wrongful act of the recipient party;
3. has been properly and lawfully disclosed to the recipient party by a third party without restriction on disclosure and without breach of any confidentiality obligation by said third party;

4. has been independently developed by the recipient party as demonstrated by written records;
or
5. is required to be disclosed pursuant to law or order of a court of competent jurisdiction, provided however that recipient party notifies disclosing party as soon as reasonably possible, but in any case in advance of any such disclosure, and cooperates with disclosing party in any challenge to such disclosure.

6. COPYRIGHT VIOLATIONS

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- (b) A description of the copyrighted work that you claim has been infringed;

- (c) A description of where the material that you claim is infringing is located on the Site or Services;

- (d) Your address, telephone number, and email address;

- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

For notice of claims of copyright infringement on the Site or the Services, we can be reached by USPS mail, or by other mailings (FedEx/UPS) to: DMCA Claims, Hill 17 Solutions, 107 Gilbreth Parkway, Mullica Hill, NJ 08062, or by email at support@hill17.com. Please note



that, pursuant to 17 U.S.C. Section 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorneys' fees incurred by Hill 17 in connection with the written notification and allegation of copyright infringement.

7. AVAILABILITY OF THE SITE AND SERVICES

It is not possible to operate our Site or Services with 100% guaranteed uptime. Hill 17 will make reasonable efforts to keep our Site and Services operational. However, certain technical difficulties, routine site maintenance and upgrades, and other events may, from time to time, result in interruptions to or outages of our Site or Services.

8. DISCLAIMERS

THE SITE AND SERVICES, AS WELL AS ALL SOFTWARE, MATERIALS, AND TECHNOLOGY USED TO PROVIDE THE SITE AND SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HILL 17, OUR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, TITLE, QUIET ENJOYMENT, UN-INTERRUPTION, SYSTEM INTEGRATION, AND/OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE.

HILL 17, OUR OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES MAKE NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, OR TIMELINESS OF THE SITE OR SERVICES, OR THAT PROBLEMS WITH THE FOREGOING WILL BE CORRECTED, OR THAT THE SITE OR SERVICES ARE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, OR THAT THEY WILL BE UNINTERRUPTED OR ERROR FREE.

9. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL HILL 17, ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH THE SITE, SERVICES, OR THIS AGREEMENT.

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY VIOLATION BY US OF THE AGREEMENT IS TO DISCONTINUE USING THE SITE OR THE SERVICES. IN THE EVENT THAT A COURT DETERMINES THAT THE PRECEDING SENTENCE IS UNENFORCEABLE, OUR AGGREGATE LIABILITY FOR



ALL CLAIMS ARISING IN CONNECTION WITH ANY VIOLATION OF THIS AGREEMENT WILL NOT EXCEED THE SUM OF ALL AMOUNTS PAID OR PAYABLE BY YOU TO HILL 17 IN THE SIX (6) MONTHS PRIOR TO THE TIME A CLAIM IS BROUGHT.

YOU AND HILL 17 AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR SERVICES, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

THE ABOVE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT HILL 17 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Hill 17, our officers, directors, co-branders and other partners, employees, consultants, and agents from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (i) any content you submit, post, or transmit through the Site or Services, (ii) your use of the Site or Services, (iii) your violation of the Agreement, (iv) your violation of any rights of any other person or entity, or (v) any viruses, trojan horses, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines input by you into the Site or Services.

11. ELECTRONIC COMMUNICATIONS

We can only give you the benefits of our Services by conducting business through the Internet, and therefore, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Your consent to receive communications and do business electronically applies to all of your interactions and transactions with us. You may withdraw your consent to receive communications electronically by contacting us at support@hill17.com. If you withdraw your consent, from that time forward, you must stop using the Site and Services. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic communications provided or business transacted between us prior to your withdrawal of consent. Please keep us informed of any changes in your email or mailing address so that you continue to receive all communications without interruption.



12. GEOGRAPHICAL RESTRICTIONS

We make no representation that all of the Services are appropriate or available for use in locations outside the United States or all territories within the United States. If you choose to access our Site and the Services, or make the Services available via the Publisher's Site, you do so on your own initiative and are responsible for compliance with local laws.

13. PUBLICITY

Unless you notify us in writing to the contrary, you agree that Hill 17 may use your company's or organization's name and logo for marketing purposes. We may use other related information, subject to your prior approval.

14. MODIFICATIONS

(a) Terms of Agreement. In order to stay current on industry standards and best practices, we may change the terms of the Agreement from time to time. We will notify you of any changes that are deemed, in our sole discretion, to be material by posting notice of the changes on the Site and/or by email. Any such modifications become effective upon the earlier of (i) your acknowledgement of such modifications; or (ii) your continued access to and/or use of the Site or Services after we post notice of such modifications. It is your responsibility to check the Site from time to time to view any such changes to the terms of the Agreement. If you do not agree to any changes, if and when such changes may be made, you must cease access to the Site and use of the Services.

(b) Site or Services. We reserve the right to modify or discontinue the Site or Services. If you object to any such changes, your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Site or Services as so modified.

15. TERMINATION

You may terminate this Agreement at any time by ceasing to access and use the Site and Services. We may, at our sole discretion, terminate your access to and use of the Site and/or the Services for any reason with or without prior notice. In the event of any termination, you will immediately cease access to the Site and/or the applicable Services, and we will no longer provide you such Services. Any payment obligations incurred by you prior to termination of the Agreement shall survive termination of the Agreement until paid. You agree that we shall not be liable to you or any third party for termination of your access to the Site and Services.

16. NO ENDORSEMENT OF USE

We do not endorse any Publishers or Hill 17 Auditors or any opinion, recommendation, or advice expressed by any Publishers or Hill 17 Auditors, and we expressly disclaim any and all liability in connection with any use of the Services by Publishers, Hill 17 Auditors, or anyone else.



17. SURVIVAL

Any provisions regarding ownership, confidentiality and any licenses that by their terms survive termination, as well as Sections 8, 9, 10, 12, 13, 14, 15, 20, 21, 22 and 23, will survive the expiration or termination of the Agreement for any reason.

18. NOTICE; VIOLATIONS

We may give notice to you by email, a posting on the Site, or other reasonable means. You must give notice to us in writing via email to support@hill17.com or as otherwise expressly provided. Please report any violations of the Agreement to support@hill17.com.

19. COMPLIANCE WITH LAWS

You are responsible for compliance with all applicable laws.

20. CHOICE OF LAW AND VENUE

The Agreement and the relationship between you and Hill 17 will be governed by the laws of the Commonwealth of Delaware, without giving effect to any choice of laws or principles that would require the application of the laws of a different country or state. Any legal action, suit, or proceeding arising out of or relating to the Agreement or your use of the Site or Services must be instituted exclusively in the US District Court in Camden New Jersey or Gloucester County, New Jersey and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. The Uniform Computer Information Transactions Act (UCITA) shall not apply to the interpretation of this Agreement.

21. ASSIGNMENT

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by Hill 17. Any purported assignment lacking such consent will be void at its inception. Hill 17 may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party and in its sole discretion, upon notice of assignment by publishing such notice on the Site or through the Services.

22. NON-WAIVER

Any delay or failure by us to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

23. ENTIRE AGREEMENT

The Agreement (including all applicable addenda, statements of work, and orders to this Agreement that are accepted by Hill 17), constitutes the complete and exclusive agreement between you and us with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications, or agreements. If for any reason a court of competent



jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the Agreement will continue in full force and effect.