



eCUSTOMS TRANSLATION SERVICES AGREEMENT

This eCustoms Translation Services Agreement (the “Agreement”) sets forth the terms and conditions under which MSR Customs Corporation doing business as eCustoms will provide Customer (including its Users as defined below) with access to and use of translation services (the “Services”) identified in the applicable Order Form. The part of the Order Form pertaining to the Services together with this Agreement forms a binding contract between Customer and eCustoms.

1. Definitions:

“**Customer**” means the legal entity that has executed an Order Form with eCustoms.

“**Customer Data**” means all electronic data or information submitted by Customer to the Service, processed by and stored by the Service.

“**Initial Term**” means the initial term specified in the applicable Order Form, excluding any renewals terms.

“**Materials**” means the government-sourced legal and regulatory data and reference materials stored on the Service and presented to the User via various interfaces.

“**Order Form**” means an eCustoms order form for initial purchase, add-on purchase or renewal in the name of and executed by Customer and accepted by eCustoms.

“**Term**” means the Initial Term specified in the applicable Order Form and any renewal terms.

“**Users**” means individuals who are authorized by Customer to use the Service, for whom access to a Service have been purchased, and who have been supplied user identifications and passwords by Customer. Users may be Customer’s employees, legal counsel, contractors or consultants as long as the Service is being used for the sole benefit of the Customer.

2. Access to Services

eCustoms will provide a limited, non-transferable, revocable, non-exclusive Service during the Term to permit the Customer and its Users to access and use the Service in accordance with the terms and conditions described in this Agreement solely for the Customer’s own internal business purposes.

3. Third-Party Providers

eCustoms provides the Services to the Customer and its Users through third-party providers and such third-party providers will be processing Customer Data. The Service provided by third-party providers is an automated service that relies on data and technology to provide its translations and the translation feature is provided to the Customer for informational purposes

only. Customer also agrees that Customer is solely responsible for actions and communications undertaken or transmitted in the course of Customer's usage of this Service.

Third-party providers may maintain unique privacy and use policies and these privacy and use policies are not controlled by eCustoms and are not associated with eCustoms' privacy policy.

Customer acknowledges, consents and agrees that eCustoms may be using third-party providers who may be hosting the Services (including Customer Data and Materials) outside the United States and processing Customer Data outside the United States. Customer understands that the electronic transmission of Customer Data (including Materials) and the technical processing of such Customer Data (including Materials) is fundamentally necessary to the use of the Services. Customer expressly consents to third-party providers receipt and storage of Customer Data (including Materials), and Customer acknowledges and understands that the transmission of Customer Data (including Materials) will involve transmission over the internet, and over various networks, which are not owned and/or operated by eCustoms. eCustoms is not responsible for any Customer Data (including Materials) which are delayed, lost, altered, intercepted or stored during the transmission of any data across networks not owned and/or operated by eCustoms, including but not limited to, the internet, Customer's local network and the Service.

4. No Endorsement and Discontinue Service and Termination

eCustoms does not directly endorse the Service or imply that it is the only solution available to Customer and its Users. eCustoms reserves the right to discontinue providing any or all of the third-party translation Services functionalities and/or content at any time and to require the Customer to cease displaying, distributing or otherwise using any or all of the content provided by the third-party translation service for any reason including, without limitation, the Customer's violation of any provision of the Agreement.

Either party may immediately terminate this Agreement and any applicable Order Forms issued hereunder in the event the other party commits a material breach of any provision of this Agreement that is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed material breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination or expiration of this Agreement for any reason, Customer shall have no rights to continue use of the Service. If this Agreement is terminated as a result of Customer's material breach of the Agreement, then eCustoms shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of eCustoms' material breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any prepaid subscription fees paid by Customer to eCustoms' under this Agreement for the remaining terminated portion of the Term. Customer's subscription to the Service will automatically renew for the term stated in Order Form, unless written intent to cancel is received by eCustoms at least 90 days before the subscription expiry date.

5. Disclaimers

ANY USE OF THE TRANSLATION SERVICE BY CUSTOMER (INCLUDING ITS USERS) IS AT CUSTOMER'S (INCLUDING ITS USERS) OWN RISK. THE TRANSLATION SERVICE AND MATERIALS ARE PROVIDED ON AN **"AS-IS BASIS," "AS AVAILABLE BASIS," "WITH ALL FAULTS,"** WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. ECUSTOMS AND ITS THIRD-PARTY PROVIDERS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF SERVICE (INCLUDING THE MATERIALS).

Translations of Customer Data and Materials cannot be guaranteed as exact or without the inclusion of incorrect or inappropriate language. eCustoms cannot guarantee or claim responsibility for the accuracy, reliability, or performance of this Service nor the limitations provided by this Service, such as the inability to translate specific files.

eCustoms does not represent or warrant that the Service (including Materials) available will be free of viruses or other harmful components.

eCustoms does not warrant that the functions contained in the Service will meet Customer (including its Users) requirements or that the operation of the Service will be uninterrupted or error-free. Customer (including its Users) assume full responsibility for the selection of the Services to achieve Customer (including its Users) intended results, and for the use and results obtained from the Services. Customer (including its Users) also assume the entire risk as it applies to the quality and performance of the Service.

6. Limitation of Liability

CUSTOMER AGREES THAT THE CONSIDERATION WHICH ECUSTOMS IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY ECUSTOMS (INCLUDING ITS THIRD-PARTY PROVIDERS) OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER ECUSTOMS (INCLUDING ITS THIRD PARTY PROVIDERS) BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR LOSS OF, OR DAMAGE TO, DATA, LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COST OF COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES OR INDIRECT DAMAGES OF ANY TYPE OR KIND, HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT ECUSTOMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW).

THE MAXIMUM LIABILITY OF ECUSTOMS (INCLUDING ITS THIRD -PARTY PROVIDERS) TO THE CUSTOMER OR ANY THIRD PARTY WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE USE OR OTHER DEPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY OR OTHERWISE, SHALL IN NO CASE EXCEED THE EQUIVALENT OF TWELVE (12) MONTHS IN FEES FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM.

7. Changes to the Agreement

eCustoms may make changes to this Agreement from time to time. Updates to the Agreement will be posted online and will apply as of the day of posting.

8. Compliance with Laws

Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located.

9. Choice of Law and Venue

This Agreement shall be deemed to have been made and performed exclusively in the state of Delaware and shall be governed by and construed under the laws of Delaware and the laws of the United States applicable therein without giving effect to its conflict of laws principles. Customer hereby submits to the exclusive forum, jurisdiction and venue of the courts of Delaware for any claim related hereto, arising herefrom or in connection herewith and agree not to bring any action, claim, suit or proceeding against eCustoms (or any officer, director, or employee thereof) in any jurisdiction other than Delaware. Notwithstanding the above, if Customer is an entity of the U.S. Government, this Agreement is governed by the laws of the United States; if Customer is an entity of a state or local government in the United States, this Agreement is governed by the laws of that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

10. Dispute Resolution

Each party agrees that before it or any employee, agent or representative of the party files a claim or suit with a federal or state agency or court or other public forum, it shall provide thirty (30) days prior written notice to the other party and that, within such thirty (30) day period (or longer, if extended by mutual desire of the parties), authorized representatives of the parties shall meet (or confer by telephone) at least once in a good faith attempt to resolve the perceived dispute.

11. Assignment

Subject to section 3 of the Agreement, neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party.

12. Entire Agreement

This Agreement constitute the entire agreement concerning the subject matter and supersedes any prior or contemporaneous communications.

13. Waiver

Any failure by eCustoms to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Any waiver must be in writing and signed by an authorized representative of the waiving party. A waiver of any breach of this Agreement is not a waiver of any other breach.

14. Severability

If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

15. Relationship of Parties

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

16. Force Majeure

Neither party will be liable to the other for a failure or delay in its performance of any of its obligations under this Agreement (except for the payment of amounts due hereunder) to the extent that such failure or delay is caused by circumstances beyond its reasonable control or by events such as fire, riot, flood, labor disputes, natural disaster, regulatory action, internet or telecommunications failures, terrorist acts, or other causes beyond such party's reasonable control, provided that the non-performing party gives written notice of such condition and continues or resumes its performance of such affected obligation to the maximum extent and as soon as reasonably possible.

17. Timing of Actions

Any cause of action Customer may have with respect to Customer's use of this Service or which is the subject of this Agreement must be commenced within one (1) year after the claim or cause of action arises.

18. Survival

Provisions in sections: 5. Disclaimers, 6. Limitation of Liability, 9. Choice of Law and Venue, 10. Dispute Resolution, 11. Assignment, 12. Entire Agreement, 13. Waiver, 14. Severability, 15. Relationship of Parties, 17. Timing of Actions and 19. Notices will survive the termination or expiry of this Agreement.

19. Notices

Notices between the parties will be by via courier or registered mail with confirmation of receipt. Addresses used will be the ones set forth in the applicable Order Form or such other address as a party hereto will notify the other in writing. Notices should be marked "Attention: Legal Notices."

Version: 01-23-2019