



User Agreement

PLEASE READ CAREFULLY: THIS AGREEMENT (AS DEFINED BELOW) DESCRIBES THE TERMS AND CONDITIONS BY WHICH ADVERTISING DIGITAL IDENTIFICATION, LLC (“Ad-ID,” “we” or “us”) OFFERS AN ADMINISTRATOR AND USER (“Administrator”, “User”, or “You”) ACCESS OVER THE INTERNET TO OUR ADVERTISING DIGITAL IDENTIFICATION SYSTEM FOR IDENTIFYING ADVERTISING ASSETS AND COMPILING ACCOMPANYING INFORMATION REGARDING ADVERTISING ASSETS (HEREINAFTER THE “SERVICE”). BY CLICKING, “I Agree” AFTER TYPING IN YOUR INITIALS ON THE WEBSITE, OR BY ACCESSING OR USING THE SERVICE THEREAFTER, YOU ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY EACH OF ITS TERMS.

1. Definitions.

(a) As used herein, the term “Agreement” means this User Agreement, the Privacy Statement contained on Ad-ID’s website (the “Website”), as amended from time to time, as well as all other terms, conditions, and rules that may be published or displayed from time to time by Ad-ID on its Website, including each amendment, alteration, modification, or supplementation of any and all of the foregoing; provided, however, we will notify you of any amendments to this Agreement three (3) days prior to the publication of such amendments on our Website. All of the foregoing is incorporated by reference herein. The terms of such Agreement apply to your use of the Service (as defined in preamble hereof). All amendments are effective 10 days after posting on our Website. Your access to or use of the Service on or after such effective date constitutes acceptance of the amendments. This Agreement may not be otherwise amended except in writing signed by both parties. YOU SHOULD READ THIS AGREEMENT EACH TIME YOU USE THE SERVICE.

(b) As used in this Agreement, “Administrator” or “you” shall jointly and severally refer to the individual or entity entering into this Agreement and the organization represented by such individual or entity, if applicable. As used herein an “Administrator” is a User that has privileges to use the Service; a “User” is a person authorized by an Administrator to access all or any part of the Service. By clicking, “I Agree” after typing in your initials, and by accessing or using the Service thereafter, you represent and warrant to Ad-ID that the individual taking such actions has the authority to enter into the Agreement on behalf of the organization that such individual indicates that he or she represents.

2. Service.

(a) Subject to the terms and conditions in the Agreement, Ad-ID hereby grants to Administrator a nontransferable, nonexclusive license to access and use the Service in accordance with the Agreement. Ad-ID agrees to provide Administrator and authorized Users a personal, non-transferable and exclusive user name and password enabling Administrator and authorized Users designated by the Administrator to access the Service for purposes of obtaining the number of unique digital identification advertising codes requested and/or purchased on the Website and entering information into the accompanying database relating to the advertising assets and retrieving such information. Authorized Users shall be responsible for registering

their identity and the privileges of each authorized User shall be set by the Administrator for security purposes. The privileges granted to a User may consist of all or any of the following: (i) obtaining a digital identification code; (ii) viewing a digital identification code; or (iii) editing a digital identification code. We will notify you of any changes to the Service, such as updates, upgrades or fixes, that materially affect the functionality of the Service; provided, however, we may, in our sole discretion, add, delete, or change some or all the services included within the Service that do not affect functionality of the Service at any time.

(b) *Accessibility.* You understand that from time to time the Service may be inaccessible or inoperable for any reason, including without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Ad-ID may undertake from time to time; or (iii) causes beyond the control of Ad-ID which are not reasonably foreseeable by Ad-ID.

(c) *Equipment.* You shall be solely responsible for providing, maintaining and ensuring compatibility with the Service, all telecommunications and computer hardware, software, telecommunications access charges, lines or connections or other equipment and services required to access and use the Service.

3. Payment.

(a) *Payment.* You will pay Ad-ID for the Service, the initial prefix fee and annual charges in the amounts set forth on the Website applicable to the account level chosen by you, and at such times provided by the payment schedule specified therein. Ad-ID expressly reserves the right to change the fees at any time, upon notice to you.

(b) *Other Charges.* The fees for the Service do not include any payment for telecommunications and computer hardware, software, telecommunications access charges, lines or connections or other equipment and services required to access and use the Service.

(c) *Taxes.* Administrator shall pay all taxes, duties and levies of any governmental authority relating to the transactions of this Agreement, exclusive of taxes on Ad-ID's net income.

(d) *Invoices.* Administrator agrees that amounts of any unpaid invoice shall accrue interest at one and one half percent (1.5%) per month. User shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts.

4. Right of Refusal, Suspension, and Termination.

(a) Ad-ID may terminate this User Agreement and the license granted to you at any time in the event a material breach of this Agreement or any agreement that you may have with Ad-ID, including any representations or warranties that you have made in any agreement with us and may refuse to provide the Service to you or any other User, in the event such breach is not cured within ten (10) days of your receipt of notice from Ad-ID. Without limiting any other remedies or limiting the foregoing, Ad-ID may suspend or terminate your account if you are found to have engaged in fraudulent activity in connection with our Website or if any of your representations, warranties or agreements to or with us has been breached. Either party may

terminate this User Agreement for convenience at any time upon twenty (20) days prior written notice to the other party, provided, however, in the event of a termination of this Agreement by Ad-ID, the provisions of Section 17 shall apply.

(b) In the case of any termination, you agree to continue to abide by the provisions of the Agreement, which shall remain in full force and effect after such termination, except that the license to use the Service shall be terminated and you shall have no further obligation to pay for the use of the Service other than those accrued upon or before such termination (as determined in accordance with our fee schedule set forth in the rate card).

5. Acknowledgement of Intellectual Property and Other Similar Rights of Ad-ID and Others. Administrators and Users acknowledge that:

(a) The advertising digital identification system, configurations, displays, screens, and all information appearing on or displayed in connection with or contained by Ad-ID on its Website -- Ad-ID's domain name, the Ad-ID logo, and the mark and trade name the Advertising Digital Identification, LLC (collectively, "Ad-ID Proprietary Properties") -- are covered by various intellectual property right protections, including domestic and international copyright, trademark, and trade secrecy law. Ad-ID reserves all rights with regard to Ad-ID Proprietary Properties and intends to vigorously defend Ad-ID Proprietary Properties, including seeking injunctive relief, damages, and legal costs. Without limiting the foregoing or expanding any of your rights hereunder, you agree that you will not republish, reproduce, or distribute any of the information available through the Website of Ad-ID or any e-mail or other communication by or between Administrators, Users and/or Ad-ID, or make any use of any such information or the facilities of Ad-ID that would allow a third party to have access to or the benefits of the Service.

(b) Administrators and Users agree that neither will directly or indirectly copy or reproduce all or any part of the Ad-ID Proprietary Properties, whether electronically, mechanically, or otherwise, in any form including, but not limited to, the copying of presentation style, content, or content organization, without the prior written permission from Ad-ID; provided, however, that the Administrators or Users may make copies of Web pages in its internal computer system as part of accessing our Website and for its own internal use, but not make copies or otherwise distribute, publish, reproduce, or retransmit any information, or otherwise commercially exploit any information, in transactions with third parties.

(c) Except for information specifically provided by Administrators and/or Users, Ad-ID and/or third-party content providers remain the owners of the information on this Website, and that neither Administrator nor User acquires any of those ownership rights by printing or downloading any of the information or making use of the Service. In addition, other trademarks appearing through the use of the Service and information specifically related to certain companies may also be subject to the rights of other parties. Administrators and Users agree to respect, and not in any way to violate, such third party rights (the "Other Proprietary Rights").

(d) Administrators and/or Users will be providing or be making available information about Administrator and/or as part of the Administrator/User Profile (as defined in the Privacy Statement). Administrator/User hereby grants us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable right to exercise any rights you have in the Administrator/User Profile and otherwise to make use of the Administrator/User Profile (including publishing, disseminating, broadcasting, or selling such information), in any media

now known or not currently known, subject, however, to the limitations set forth in our Privacy Statement. Administrator/User hereby specifically authorizes Ad-ID and its affiliates to use such information in the Administrator/User Profile as a part of the aggregated transaction information that Ad-ID publishes at its sole discretion on its Website or in any other medium. We will not publish specific transaction information, except to the extent permitted in our Privacy Statement.

(e) Except for information specifically provided by Administrators and/or Users, Administrators and Users acknowledge and agree that all other information in any way relating to or derived from the use of the Service is, as between such Administrator, User and Ad-ID, owned exclusively by Ad-ID as part of the Ad-ID Proprietary Properties and is subject to the limitations set forth in the preceding paragraphs and elsewhere in the Agreement.

(f) Ad-ID is a venue for providing the marketing and advertising industries with a digital advertising standard for identifying their advertising assets; however, we are not involved in the actual advertising transactions between Administrators, Users and third parties. Nor do we act as a buyer, broker, or seller of any product or service. We do not verify to anyone that the information provided by Administrators or Users is accurate. Thus, you acknowledge and agree that Ad-ID is merely a publisher of a digital advertising standard identifying advertising assets and accompanying information related therein and not responsible for any errors contained therein.

(g) The grant and/or authorization of privileges by Administrators to authorized Users, relating to the advertising assets and the retrieval of such information, including, but not limited to, obtaining a digital identification code, viewing a digital identification code, or editing a digital identification code, may result in the disclosure of confidential information. Administrators acknowledge and agree that it is their sole responsibility to protect such confidential information and such means of protection includes the execution of confidentiality agreements between said Administrators, authorized Users, and any other third party, provided, however, nothing herein shall limit the confidentiality obligations set forth in Section 11 below.

6. System Integrity. To help us protect the Website and the Services for your convenience and future use, you further agree as follows:

(a) Neither Administrator nor any Authorized Users may deploy against the Website any virus, trojan horse, worm, time bomb, cancelbot or any other thing intended to damage or interfere with the proper working of the Website or to intercept or expropriate any system, data or other information from the Website.

(b) Neither Administrator nor any Authorized Users may take any action which imposes an unreasonable or disproportionately large load on the Website's infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques.

(c) Neither Administrator nor any Authorized Users will use any robot, bot, spider, deep-link, page-scrape or other automatic or manual device, process, program, algorithm or methodology to monitor, access, acquire or copy any portion of the Website or any Information.

(d) Neither Administrator nor any Authorized Users may probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.

7. Limitation of Liability; and Warranty.

(a) ADMINISTRATORS AND USERS AGREE THAT USE OF THE SERVICE IS ENTIRELY AT THEIR OWN RISK. THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND OR RESPONSIBILITY EITHER EXPRESSED OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OR RESPONSIBILITY AS TO, OF, OR FOR

(i) TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE;

(ii) INFORMATION, INFORMATIONAL CONTENT, OR COMPLETENESS OR INFORMATIONAL ACCURACY;

(iii) THE QUALITY, SUITABILITY, ACCURACY, FUNCTIONALITY, OR OPERATION OF THE SERVICE; OR

(iv) UNINTERRUPTED ACCESS.

(b) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, IN ANY WAY RELATING TO OR ARISING OUT OF THE SERVICE OR THE ATTEMPTED USE THEREOF BY ADMINISTRATORS AND/OR USERS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE (WHETHER OF AD-ID OR OTHERWISE), OR UNDER ANY OTHER CAUSE OF ACTION.

(c) NEITHER PARTY NOR ANY OF THEIR AGENTS, AFFILIATES, OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR ACTUAL TRANSACTIONS OR INTENDED TRANSACTIONS ARISING OUT OF THE USE OF THE SERVICE OR INABILITY TO GAIN ACCESS TO OR USE OF THE SERVICE OR OUT OF ANY BREACH OF ANY OBLIGATION OR RESPONSIBILITY THAT ANY OF THEM MAY HAVE.

(d) WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION CONTAINED HEREIN, ADMINISTRATOR AGREES THAT IN NO EVENT SHALL AD-ID OR ITS MEMBERS, COMMITTEE PERSONS, OFFICERS, DIRECTORS, OWNERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE, AND EACH ADMINISTRATOR AND USER EXCULPATES AND RELEASES SUCH PERSONS FROM ANY LIABILITY, DIRECTLY OR INDIRECTLY, TO ADMINISTRATOR AND/OR USER FOR ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT ADMINISTRATOR AND/OR USER MAY SUFFER (OR ANY OTHER PERSON CLAIMING BY OR THROUGH ADMINISTRATOR) BY REASON OF, ARISING OUT OF, OR RELATED TO, THE USE OF THE AD-ID WEBSITE OR THE SERVICE.

(e) NOTWITHSTANDING THE FOREGOING OR ANY OTHER LIMITATIONS ON LIABILITY SET FORTH IN THIS AGREEMENT, IF A USER OR ADMINISTRATOR BECOMES ENTITLED TO ANY RECOVERY, EACH USER AND ADMINISTRATOR AGREES THAT ITS RECOVERY SHALL BE LIMITED TO THE AMOUNT OF ANY FEES OR PAYMENTS PAID TO AD-ID BY REASON OF SUCH USER'S OR ADMINISTRATOR'S USE OF THE SERVICE,

(f) USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE.

8. Notice. Ad-ID may give notice to Administrators and/or Users by means of a general notice on the Service, or by electronic mail to Administrator's email address on record at Ad-ID, or by written communication sent by first class mail to the Administrator's address on record with Ad-ID. You may give notice to Ad-ID by written communication sent by first class mail to the following address: c/o AAAABenefits, Inc., ATTN: Wendy Jones Lewis, Executive Vice President, 201 McCullough Drive, Suite 100, Charlotte, NC 28262-3577.

9. Choice of Law and Jurisdiction.

(a) THE AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, AND NOT BY THE APPLICATION OF CHOICE OF LAW PRINCIPLES, THE LAWS OF ANY OTHER STATE OR COUNTRY.

(b) THE PARTIES AGREE THAT THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, SHALL HAVE THE EXCLUSIVE JURISDICTION OVER ANY ACTION BROUGHT TO ENFORCE THE RIGHTS AND OBLIGATIONS IN OR ARISING FROM THE AGREEMENT AND EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS.

(c) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY SET FORTH HEREIN, EITHER PARTY MAY SEEK AND OBTAIN EQUITABLE RELIEF AGAINST THE OTHER PARTY FOR THE VIOLATION OF THE AGREEMENT AND EITHER PARTY MAY APPLY TO ANY COURT OF COMPETENT JURISDICTION, WHEREVER SITUATED FOR ENFORCEMENT OF ANY JUDGMENT, ANY ENTRY OF WHATEVER ORDERS ARE NECESSARY FOR SUCH ENFORCEMENT.

10. Confidentiality.

(a) Each party hereto will use its reasonable best efforts to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind.

(b) "Confidential Information" means (a) information and materials that are identified in writing as CONFIDENTIAL at the time of disclosure, (b) information disclosed orally and subsequently identified in writing as CONFIDENTIAL within (30) thirty days following the initial disclosure of such information, and (c) any other information or materials which the parties treat as confidential and proprietary and do not disclose publicly, provided, however,

“Confidential Information” shall not include information that (i) is or falls into the public domain, (ii) is disclosed to the receiving party by a third party which is not under an obligation of confidentiality to the disclosing party, (iii) was already known to the receiving party and/or (iv) is independently developed by the receiving party without reference to the Confidential Information. The receiving party shall inform the disclosing party of all requests for or inquiries into the disclosing party’s Confidential Information by third parties and shall only provide such Confidential Information when legally compelled to do so after notice to the disclosing party and providing the disclosing party with sufficient time to permit the disclosing party to seek a protective order, and such disclosure shall not be deemed a breach of this Section 10.

11. Headings. The headings of the articles, sections, and exhibits of the Agreement are inserted for convenience only, do not constitute a part of the Agreement and shall not affect in any way the meaning or interpretation of the Agreement.

12. Severability. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against public policy, the remainder of this Agreement shall remain in full force and effect.

13. Entire Agreement. The Agreement, including any exhibits hereto and all incorporated provisions, constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of the Agreement.

14. Amendment. The Agreement may not be modified or amended (except by Ad-ID with respect to its terms and conditions, as provided above and the Agreement, as so amended, shall apply to all uses of the Service by Administrators and/or Users from and after the date of such amendment is made) except in writing signed by the party against whom the amendment is to be enforced or by, in the case of amendments made by Ad-ID, the posting of the amendments (or the Agreement, as so amended) on its Website.

15. Assignment. Administrator and User shall not be entitled to assign or transfer any of their rights hereunder or allow any person to obtain the benefits of such rights (including, without limitation, allowing any third party to obtain access to Service, whether through a change in control of Administrator or User or otherwise) without Ad-ID’s prior written consent, which consent shall not be unreasonably withheld. A change of control as to a person other than an individual shall be deemed to have occurred if, as a result of a transaction or event, the persons beneficially owning the voting securities of such person do not, after such transaction or event, beneficially own more than 50% of the voting securities of such person. For the purposes of this foregoing sentence, the provisions of Rule 13d-3 as promulgated by the Securities Exchange Commission (and any successor rule) shall apply with respect to the determination of beneficial ownership. In the event of an assignment or transfer of any of its rights hereunder by Ad-ID (other than to an affiliate) or in the event Ad-ID allows any person (other than an affiliate of Ad-ID) to obtain the benefits of such rights (including, without limitation, through a change in control (as defined above) of Ad-ID or otherwise), it shall provide notice to the Administrator and User and the Administrator and/or User shall have the right to terminate this Agreement and the provisions of Section 17 shall apply.

16. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood,

riot, fire, judicial or governmental action, labor disputes, terrorism, threats of terrorism, acts of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes. Without limiting the foregoing, Ad-ID will not be liable for any loss resulting from a cause over which it does not have direct control, including but not limited to failure of Internet or e-mail system, mechanical equipment or communication lines; telephone or other interconnect problems; problems with Internet providers, e-mail systems, or other equipment or services relating to your computers; problems with intermediate or telephone service; computer viruses; unauthorized access; hacking; or theft.

17. Return of Data. In the event of any termination of this Agreement by either party, Ad-ID shall cooperate with User and/or Administrator to return User's and/or Administrator's data provided to Ad-ID in connection with the Service as reasonably requested by User and/or Administrator.

18. Survival. The definitions of this Agreement and the terms and provisions of Sections 3, 5, 7, 10 and 17 shall survive any termination or expiration of this Agreement.