

One Network Member Agreement

The following describes the terms on which One Network Enterprises, Inc. (hereafter “One Network”) offers you (hereafter referred to as “You” or “Your”) access to our services on the One Network system maintained under the domain and sub-domains of www.onenetwork.com. You must read, agree with, and accept all the terms and conditions contained in this Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before You may become a member of the One Network system.

1. **Membership Eligibility.** Our services are available only to entities that can form legally binding contracts under applicable law. You represent that You have the authority to bind Your entity to this agreement.

2. **License.**

2.1. *Member Access.* In consideration of Your agreement to the terms and conditions contained in this Agreement and Your payment of all fees (if applicable) owed hereunder, One Network grants to You a non-exclusive, non-transferable, right and license to access and use the One Network system solely for Your internal business purposes. You shall cause each of Your employees or contractors that use the One Network system to read and comply with the terms and conditions set forth in this Agreement, and You shall indemnify One Network for any breach of this Agreement by Your employees or contractors.

2.2. *Integration Services.* For standard and non-standard integration services You will be granted a non-exclusive, non-transferable right to connect to the network via inbound and outbound integrations to transact and integrate with the One Network system/network through the specified forms of integration listed below:

2.2.1. SFTP (secure file transfer protocol) if using EDI or CSV integration

2.2.2. AS2 if using EDI or CSV integration

2.2.3. HTTPS if using API integration

3. **Fees.**

3.1. *Onboarding.* No fees are applied for the first user as defined in the Supplier and Financial Terms Addendum (attached and made a part hereof as Appendix B). Adding additional One Network Hubs or capabilities beyond Basic Supplier services will require a separate agreement.

3.2. *Integration Services.* For integration services, the following fees will apply:
[CHOOSE ONE STANDARD OR NON-STANDARD]

3.2.1. *Standard Integration:*

3.2.1.1. For Castrol carriers integrating their own TMS with ONE, charges are based on a Time & Materials basis, with a one-time \$1,000.00 activation fee which includes 4 hours of free support during the activation period prior to going live in Production. Note: activation involves configuring integration in One Network’s test environment and testing the supported integration transactions/messages.

3.2.1.2. An annual \$1,250.00 subscription fee which includes 8 hours of free support per year. Note – this fee applies once integration is configured and live in One Network’s Production environment.

3.2.1.3. A \$175.00 per hour fee for any requested support over the free support hours defined in paragraphs a and b above.

3.2.1.4. All support requests related to integration will be logged as a thirty (30) minute minimum amount and then in additional thirty (30) minute increments. Time spent by One Network on a support request that is identified by One Network as a result of an issue with the One Network system will not be incurred by the You.

3.2.2. Non-Standard Integration:

- 3.2.2.1. No activation fee or annual subscription fee will apply to You when working solely with _____.
 - 3.2.2.2. This integration service includes four (4) hours of free support during the activation period prior to going live in Production. Note – activation involves configuring integration in One Network’s test environment and testing the supported integration transactions/messages. This Integration Service also includes 8 hours of free support per year once integration is live in Production. A \$175.00 per hour fee will apply for any requested support over the specified free support hours.
 - 3.2.2.3. All support requests related to integration will be logged as a thirty (30) minute minimum amount and then in additional thirty (30) minute increments. Time spent by One Network on a support request that is identified by One Network as a result of an issue with the One Network system will not be incurred by You.
- 3.3. *Payment Options/Invoicing.* Fees are payable, in advance, by ACH or credit card. The activation fee will be invoiced upon the execution date of this agreement. The annual subscription fee will be invoiced upon the date of production go live and the anniversary date in each subsequent year. Interest will be charged at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less, on all unpaid amounts, 30 days after the invoice date.
4. **Integration Terms and Conditions.** If You opt to include integration to the One Network User Interface (UI)/Portal to your services, the following terms will apply:
- 4.1. One Network agrees to provide, and You agree to use the One Network Integration Service defined in Appendix A.
 - 4.2. Before integration can be activated, You must have an active user account that has access to the One Network system User Interface (UI) / Portal.
 - 4.3. You will pay any applicable fees up front.
 - 4.4. Only your authorized users may access the integrated services.
 - 4.5. If Your company is not handling this integration in house but is using a third-party integration provider like a VAN (Value Added Network), You must provide One network with the name of that third party integrator upon acceptance of this Agreement.
5. **One Network is a Venue Only.** Our site serves as a venue to allow our members to arrange and execute certain transactions based on agreements that members have made with each other and communicate via social network applications and communication software. We have no control over the quality, safety, or legality of the services offered by members, the truth or accuracy of the information provided by members, or the ability of members to provide services or purchase services. We cannot ensure that a member will complete a transaction. Because One Network does not and cannot control the actions of others, in the event that a member has a dispute with another member, You hereby release One Network (and its agents, employees, and third-party partners) from 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 KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
6. **Your Information.** "Your Information" is defined as any information You provide to us or other members with any One Network system, any One Network social network applications, or through any email feature. You are solely responsible for Your Information, and we act as a passive conduit for Your online distribution and publication of Your Information. Your Information and Your activities on the site shall not: (i) be false, inaccurate, or misleading; (ii) be fraudulent; (iii) infringe any third party’s copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; violate any law, statute, ordinance or regulation; (v) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vi) be obscene; (vii) contain any viruses, Trojan horses or other computer programming routines that may detrimentally interfere with any system, data or personal information; or (viii) cause us to lose (in whole or in part) the services of our ISPs or other suppliers. Furthermore, You may not list any service on the One Network system (or consummate any transaction that was initiated using our service) that, could cause us to violate any applicable law, statute,

ordinance, or regulation. You agree that One Network may use Your Information to provide services to its members in the ordinary course of the operation of the One Network system.

7. **Inactive Account (For Social Network Applications).** In addition to the termination rights of One Network under this Agreement, with respect to the social network applications and communications software provided by One Network, One Network reserves the right to deactivate Your social network application username if Your social network applications username has been inactive (including, without limitation, not signing into the social network applications) for more than 90-days.

8. **Prohibited Conduct (For Social Network Applications).**

You represent and warrant that You will not violate any of the terms and conditions set forth in this Agreement and that:

- 8.1. You agree to use the social network applications strictly in accordance with this Agreement and not to, and not to permit others to: (i) reverse engineer, decompile, disassemble, derive the source code of the software; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the social network applications; (iii) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of One Network or its affiliates, partners, suppliers or the licensors of the social network applications; (iv) use, copy, modify, alter, or transfer, electronically or otherwise, the social network applications, or any of the accompanying documentation except as expressly permitted in this Agreement; (v) make the social network applications available over a network or other environment permitting access or use by multiple users at the same time; (vi) use the social network applications for any other purpose for which it is not designed or intended; or (vii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the social network applications, in whole or in part, whether in a stand-alone configuration or as incorporated with other software code written by any party, except as expressly permitted in this Agreement.
- 8.2. You will not submit or transmit through the social network applications any material, or otherwise engage in any conduct that (i) violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity, or other proprietary rights; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions, or accounts of, sexual acts; (iii) victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (iv) impersonates any person, business, or entity, including One Network and its employees and agents; (v) contains viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise permit the unauthorized use of a computer or computer network; (vi) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability; (vii) violates this Agreement, guidelines, or any policy posted on the One Network website; or (viii) interferes with the use of the social network applications by others. You may not use the social network applications in any manner that could damage, disable, overburden, or impair One Network's servers or networks or those of any network provider to which the social network applications may connect. You may not attempt to gain unauthorized access to any services, social network applications Accounts, computer systems, or networks through hacking, password mining, or any other means. One Network may take legal and technical remedies to prevent violation of this provision and to enforce this Agreement.
- 8.3. You will not transfer the social network applications or utilize the social network applications in combination with third-party software authored by You or others to create an integrated software program that You transfer to unrelated third parties.
9. **Access and Interference.** Much of the information on our site is updated on a real-time basis and is proprietary or is licensed to One Network by third parties. You agree that You will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our Web site without the prior expressed written permission of One Network or the appropriate third party.
10. **Breach.** Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate Your membership, and refuse to provide our services to You if: (i) You breach this Agreement or the documents it incorporates by reference; or (ii) we are unable to verify or authenticate any information You provide to us.

11. **No Warranty.** We, together with our employees and third-party service providers, provide the One Network system and related services "as is" and without any warranty or condition, express, implied, or statutory. We do not guarantee continuous, uninterrupted, or secure access to our services, and the operation of our site may be interfered with by numerous factors outside of our control. We, together with our employees and third-party service providers, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and noninfringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You, but such disclaimer shall be enforceable to the maximum extent permitted by law.
12. **Liability Limit.** In no event shall we, together with our employees and third-party service providers, be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with our site, our services, or this Agreement (however arising, including negligence). Our liability, and the liability of our employees and third-party service providers, to You or any third parties in any circumstance, is limited to the amount of fees You pay to us in the 3-months prior to the action giving rise to liability. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You, but such limitation or exclusion shall be enforceable to the maximum extent permitted by law.
13. **Indemnity.** You agree to indemnify and hold us and (as applicable) our affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees due to or arising out of: (i) Your breach of this Agreement or the documents it incorporates by reference, or (ii) Your violation of any law or the rights of a third party.
14. **No Agency.** You and One Network are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.
15. **Arbitration.** Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by One Network to collect our fees and/or recover damages for, or obtain an injunction relating to, the One Network system site operations, intellectual property, and our services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.
16. **Privacy.** We are the sole owners of the information collected on this site. We only have access to Your Information and information of Your customers that is voluntarily given to us. By exchanging any personal information, You are agreeing to the One Network Data Processing Addendum ("DPA") to this Agreement. The DPA is located on our website at www.onenetwork.com. Such information will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without Your consent, other than for the express purposes of delivering services under this Member Agreement. We will not share Your information with any third party outside of our organization, other than as necessary to fulfill any of Your requests, e.g., set up an EDI connection to a third-party VAN. Please see our Privacy Policy located on our website at <https://www.onenetwork.com/about/privacy-policy/>.
17. **Additional Terms.** This Agreement may be changed from time to time and a change will be effective thirty (30) days after we provide You with notice of such change. In addition, when using services on our site, You agree to abide by any rules, procedures, standards, requirements, or other conditions that we may establish in connection with the use of the One Network system.
18. **General.** This Agreement shall be governed in all respects by the laws of the State of Texas as such laws are applied to agreements entered and to be performed entirely within Texas between Texas residents. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by One Network, in our sole discretion, to a third party in the event of a merger, acquisition, reorganization, or sale of all or substantially all its assets. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by You or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. Sections 3, 4, 6, 9, 10, and 12 shall survive any termination or expiration of this Agreement.

Signature for 'New Member': (or Click through)

Enterprise Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____