

## Terms of Use

Welcome to InvenTrust.com. The website (the "Site") is comprised of various web pages operated by Inventit, Inc. (dba InvenTrust, and hereinafter "InvenTrust"). The Site and the services offered on the Site (the "Service") are offered to you conditioned on your acceptance without modification of, and full compliance with, the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site and the Service constitutes your agreement to all the such terms, conditions, and notices set forth in such Terms. Please read these terms carefully, and keep a copy of them for your reference.

The Site is a platform for discovering innovation, professional networking, analytics and technology insights, and activities related to the exchange of technology and intellectual property rights.

### **Your Account**

If you access and/or use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that InvenTrust is not responsible for third party access to your account that results from theft or misappropriation of your account. InvenTrust and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. InvenTrust does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Site only with permission of a parent or guardian.

### **Termination/Access Restriction**

InvenTrust reserves the right, in its sole discretion, to suspend or terminate your access to the Site and the related services or any portion thereof at any time, without notice.

### **Cancellation/No Refund Policy**

You may cancel your subscription at any time, which will end the subscription by the next payment cycle. You will not receive a refund in connection with such cancellation.

### **Links to Third Party Sites**

The Site may contain links to other websites ("Third Party Sites"). The Third Party Sites are not under the control of InvenTrust and InvenTrust is not responsible for the contents of any Third Party Site, including without limitation any link contained in a Third Party Site, or any changes or updates to a Third Party Site. InvenTrust is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by InvenTrust of the site or any association with its operators.

### **InvenTrust Use of Third Party Vendors**

Certain services made available via the Site are delivered by third party sites and organizations, and the Site is hosted by a third party hosting provider. By using any product, service or functionality originating from the Site, you acknowledge and consent that InvenTrust may share information and data that you provide, or that is collected by InvenTrust in connection with your access and use of the Site, with any third party with whom InvenTrust has a contractual relationship to provide the requested product, service or functionality on behalf of the Site users and customers. In addition, InvenTrust may engage third parties to perform data analytics services regarding access and use of the Site, and by accessing and using the Site, you acknowledge and consent that InvenTrust may share details of your usage of the Site with such third party data analytics service providers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site subject to your full compliance with all of the terms and conditions set forth in these Terms. As a condition of your use of the Site, you warrant to InvenTrust that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of InvenTrust, its suppliers, or other users, and are protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site unless you have entered into a separate agreement with the owner or rights holder of such content. Content located on the Site is not for resale. Your communications, feedback, comments, questions and suggestions submitted to employees of the Site regarding the Site or its functionality ("Feedback") may result in new products and developments by InvenTrust that will be property of InvenTrust if developed, and you agree to and hereby do grant InvenTrust a perpetual, irrevocable, nonexclusive, paid up, freely transferable and sublicensable license to use such Feedback for any purpose without restriction and without any duty of accounting to you. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express prior written permission of InvenTrust and the owner(s) of any intellectual property or other proprietary rights in such content. You agree that you do not acquire any ownership rights in any protected content. InvenTrust does

not grant you any licenses, express or implied, to the intellectual property of InvenTrust or our licensors except as expressly authorized by these Terms.

### **Use of Communication Services**

Visiting the Site or sending emails to InvenTrust constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful name, material or information; upload materials that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files or other materials that contain viruses, worms, Trojan horses, logic bombs, lock-out functionalities, spyware, ransomware, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes, chain letters or material generally considered 'spam' communications; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; or violate any applicable laws, restrictions or regulations.

InvenTrust has no obligation to monitor the Communication Services. However, InvenTrust reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. InvenTrust reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. InvenTrust reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in InvenTrust's sole discretion.

Always use caution when giving out any personally identifying information about yourself or any other individual in any Communication Service. InvenTrust does not control or endorse the content, messages or information found in any Communication Service and, therefore, InvenTrust specifically disclaims any liability with regard to the Communication Services, content posted by other users of the Communication Services, and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized InvenTrust spokespersons, and their views do not necessarily reflect those of InvenTrust. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials Provided to the Site or Posted on Any InvenTrust Web Page**

InvenTrust does not claim ownership of the materials you provide to the Site (including feedback and suggestions) or post, upload, input or submit to any InvenTrust Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting InvenTrust, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. InvenTrust is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in InvenTrust's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions and all rights necessary to grant InvenTrust the licenses set forth herein.

### **Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any content on the Site infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing InvenTrust with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit InvenTrust to locate the material;

- Information reasonably sufficient to permit InvenTrust to contact you, such as an address, telephone number, and, if available, an email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to InvenTrust, 50 Milk Street, 16th Floor Boston, MA 02109, or via email to [raj@inventrust.com](mailto:raj@inventrust.com). You acknowledge that if you fail to comply with all of the requirements set forth above, your DMCA notice may not be valid. If you believe that a Submission of yours (or other content that you posted) that was removed or disabled is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post such Submission or other content, you may send a counter-notice containing the following information to InvenTrust at the same contact points listed above:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by InvenTrust, InvenTrust may send a copy of the counter-notice to the original complaining party informing that person that InvenTrust may replace the removed content or cease disabling it. Unless the copyright owner files an action seeking a court order against the user who posted the content in question, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at InvenTrust's sole discretion.

### **Indemnification**

You agree to indemnify, hold harmless, and (if requested by InvenTrust) defend InvenTrust, its officers, directors, employees, agents and third parties, from and against any demands, suits, judgments, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any Submissions or other user postings made by you or by a third party via your account with InvenTrust, violation of any of the Terms set forth herein by you or any third party accessing the Site through your account, your violation of any intellectual property, proprietary or other rights of a third party in connection with or resulting from your use of the Site or any content on the Site (including

without limitation Submissions that you provide), or your violation of any applicable laws, rules or regulations. InvenTrust reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with InvenTrust in asserting any available defenses.

### **Liability Disclaimer**

THE SUBMISSIONS, CONTENT, OTHER INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. INVENTRUST AND/OR ITS AFFILIATES, LICENSORS, SUPPLIERS AND INDEPENDENT CONTRACTORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. INVENTRUST AND/OR ITS AFFILIATES, LICENSORS, SUPPLIERS, AND INDEPENDENT CONTRACTORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SUBMISSIONS, CONTENT, OTHER INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH SUBMISSIONS, CONTENT, OTHER INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INVENTRUST AND ITS AFFILIATES, LICENSORS, SUPPLIERS AND INDEPENDENT CONTRACTORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SUBMISSIONS, CONTENT, OTHER INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INVENTRUST AND/OR ITS AFFILIATES, LICENSORS, SUPPLIERS OR INDEPENDENT CONTACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY SUBMISSIONS, CONTENT, OTHER INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND/OR RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF INVENTRUST OR ANY OF ITS AFFILIATES, LICENSORS, SUPPLIERS OR INDEPENDENT CONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE SOME OR ALL OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU; IN SUCH EVENT, THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. THE FOREGOING LIMITATIONS ARE AN ESSENTIAL PART OF THE BARGAIN UNDER THESE TERMS AND SHALL APPLY EVEN IF THEY ARE FOUND TO FAIL OF THEIR ESSENTIAL PURPOSE. IF YOU ARE DISSATISFIED WITH ANY

PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Third Party Accounts**

You will be able to connect your InvenTrust account to third party accounts. By connecting your InvenTrust account to third party accounts, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Data Transfer and International Users**

The Service is operated and administered by InvenTrust from our offices within the USA. However, third party service providers that InvenTrust engages may be located outside the USA and consequently information about you or content that you provide (including without limitation Submissions) may be transmitted, hosted and/or stored outside the USA; your access and use of the Site and Service constitutes your acknowledgement and consent to such information and content being transmitted, hosted and/or stored outside the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all applicable laws, restrictions and regulations in the jurisdiction from which you are accessing the Service. You agree that you will not use the content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Governing Law; Arbitration**

To the maximum extent permitted by law, these Terms are governed by the laws of the State of Delaware. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

Any dispute, controversy or claim arising out of or relating to these Terms or your use of the Site shall be finally settled by confidential arbitration under the International Rules of the American Arbitration Association. The arbitration is to be held in Boston, Massachusetts, unless another location is specified in writing by the parties. The language to be used in the arbitration proceeding shall be English and each member of the arbitration panel shall be fluent in the English language.

Arbitration shall be initiated by the delivery of a written demand for arbitration by one party to the other party. The party initiating arbitration shall, in its demand for arbitration, appoint an arbitrator. The party receiving the arbitration demand shall, within thirty (30) calendar days of receiving the demand, appoint an arbitrator, by written notice delivered to the initiating party. If the party receiving a demand for arbitration shall fail or refuse to appoint an arbitrator within thirty (30) calendar days of receiving the demand, the initiating party may appoint both arbitrators.

The two arbitrators, chosen as above provided, shall within thirty (30) calendar days of the appointment of the second arbitrator, choose a third arbitrator before proceeding with the

arbitration. The arbitration panel shall consist of the three arbitrators. The decision of the majority of the arbitration panel shall be final and binding on the parties hereto. Judgment upon the award may be entered in any court of competent jurisdiction.

Each party shall bear the cost and expense of its own arbitrator, and shall jointly and equally bear the cost and expense of the third arbitrator and of the arbitration.

Notwithstanding the foregoing, nothing in this section shall prevent a party from seeking immediate injunctive relief from a court of competent jurisdiction in order to protect its intellectual property or other proprietary rights.

### **Privacy**

Your use of the Site is subject to InvenTrust's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection and use practices.

### **Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and InvenTrust as a result of these Terms or use of the Site. InvenTrust's performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of InvenTrust's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by InvenTrust with respect to such use. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between the user and InvenTrust with respect to the Site and the information located thereon and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and InvenTrust with respect to the Site and such information. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Terms and all related documents be written and interpreted in English.

Your account with the Site, your right to access and use the Site pursuant to these Terms and your rights and obligations hereunder are personal to you and may not be transferred, assigned, delegated, sublicensed or otherwise made available in whole or in part to third parties without InvenTrust's prior written consent, which may be granted or withheld in InvenTrust's sole discretion. InvenTrust's rights, obligations and licenses granted to it



hereunder may be freely transferred, assigned, delegated or sublicensed in whole or in part without any obligation to provide notice to or obtain consent from you.

**Changes to Terms**

InvenTrust reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions, and your continued access and use of the Site and the Service constitutes your agreement to the most current version of the Terms. InvenTrust encourages you to periodically review the Terms to stay informed of updates to these Terms. These Terms were last updated on June 26, 2017.