

STREAM Customer Advantage Portal™ Terms and Conditions

This is a legal agreement between you and Pacific Rim Capital, Inc., its subsidiaries, and affiliates (“PRC”). Please review the terms and conditions of this End User License Agreement (“Agreement”) carefully before accessing the STREAM Customer Advantage Portal™ (“Portal”). Please inquire about anything you do not understand. By clicking “I agree”, you are signifying your acknowledgement, acceptance, and agreement to this Agreement.

IMPORTANT—READ CAREFULLY: BY CLICKING “I AGREE” AND/OR OTHERWISE USING THE PORTAL, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE TERMS SET FORTH BELOW.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR OTHERWISE USE THE PORTAL. YOUR REMEDY FOR DISSATISFACTION WITH THE PORTAL OR CONTENT OTHERWISE MADE AVAILABLE THROUGH THE PORTAL IS TO STOP USING THE PORTAL.

YOUR AGREEMENT WITH PRC REGARDING COMPLIANCE WITH THE AGREEMENT BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THE PORTAL. IF YOU DO NOT AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE PORTAL AND PRC SHALL NOT GRANT YOU LICENSE TO USE THE PORTAL.

1. LIMITED USE LICENSE.

The term “Portal” includes any associated media included in the website, any software associated with the website, any printed materials, any online or electronic documentation, and any and all copies of such materials. PRC grants to you the non-exclusive, non-transferable, limited right and license to allow access to one (1) user of the Portal solely for personal use and not for commercial exploitation (the “License”). All rights specifically not granted under this License are hereby reserved by PRC and, as applicable, its licensors. This license does not give you any title or ownership in the Portal and should not be construed as a sale or transfer of any intellectual property or other rights to the Portal.

2. NO RIGHT TO OWNERSHIP.

You agree and acknowledge that you shall have no ownership or other property interest in the Portal. You further acknowledge and agree that all such rights are and shall forever be owned by and inure to the benefit of PRC and, as applicable, its licensors. Except as expressly licensed to you herein, all right, title, and interest in and to the Portal and any and all associated copyrights, trademarks, and intellectual properties therein and to the Portal and/or related thereto and all copies thereof (including, but not limited to, any updates, copies, derivative works, titles,

computer code, text, methods of operation, artwork, images, and any related documentation) are owned by PRC or, as applicable, its licensors.

The Portal is protected by U.S. copyright law and trademark law and applicable laws and treaties throughout the world. The Portal may not be copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent from PRC. Any persons copying, reproducing, or distributing all and any portion of the Portal in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the U.S. or their local country. Be advised that U.S. copyright violations are subject to statutory penalties of up to \$150,000 per violation. The Portal contains certain licensed materials and PRC's licensors may also protect their rights in the event of any violation of the Agreement. All rights not expressly granted under this Agreement are reserved by PRC and, as applicable, its licensors.

3. NO TRANSFER OR SALE.

You agree and acknowledge that PRC does not recognize use of the Portal as a transfer or sale of the Portal or any of the information contained therein. Therefore, you may not give, purchase, sell, bargain, market, trade, offer for sale, sell, license, assign, or otherwise divest your rights, responsibilities or obligations under the Agreement, either in whole or in part. Any attempt to do so shall be void and of no effect.

4. LICENSE CONDITIONS.

You agree to use the Portal, or any part of it, in a manner that is consistent with this License and you SHALL NOT:

- (a) without written permission from PRC, use, advertise, or exploit, in any manner, the Portal or its part commercially;
- (b) make copies of the Portal or any part thereof;
- (c) sell, rent, lease, license, distribute or otherwise transfer this Portal or any copies;
- (d) reverse engineer, derive source code, modify, decompile, disassemble, copy, or create derivative works of the Portal, in whole or in part (except as the applicable law expressly permits, in which case all and any modifications, adaptations, copies, improvements, etc., shall belong to, vest in and be the exclusive property of PRC and/or its licensors on creation, in any event);
- (e) remove, disable, or circumvent any security protections, proprietary notices, or any technical measures that control access to the Portal;
- (f) create data or executable programs which mimic data or functionality in the Portal; and

(g) violate any provision contained within Section 8 below.

5. PORTAL UPDATES.

PRC may provide updates, patches, and other modifications to the Portal. All provisions of this Agreement that refer to the Portal shall also include all such patches, updates, and modifications.

6. DISCLAIMER OF WARRANTIES.

To the fullest extent permissible under applicable law, you expressly agree that the use of the Portal is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. To the maximum extent permitted by applicable law, all materials and game software are provided on an “as is” and “as available” basis with all faults and without warranty of any kind, and PRC hereby disclaims all warranties and conditions with respect to the Portal, either express or implied, but not limited to, any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on PRC.

No oral or written information or advice given by PRC or its authorized representatives shall create a warranty. PRC makes no warranty that (a) the Portal will meet your requirements, (b) the Portal will operate uninterrupted or error-free, or (c) the results obtained from the use of the Portal will be effective, accurate, or reliable.

7. LIMITATION OF LIABILITY.

The disclaimers of liability contained in this section apply 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 the Portal, whether for breach of contract, tortious behavior, negligence, or any other cause of action. The use of the Portal is done at your own discretion and risk. You agree that you will be solely responsible for any damage to your computer system or loss of data that results from such activities. PRC makes no representations about the suitability of the information contained in the Portal. The Portal may include technical inaccuracies or typographical errors.

8. CONFIDENTIALITY.

You agree and acknowledge that the Portal may contain certain information which is considered confidential. To ensure the protection of such information, you agree as follows:

(a) For purposes of this Agreement, “Confidential Information” means any data or information that is proprietary to PRC, including the Portal and all data or information contained therein, and any data or information not generally known to the public, whether in tangible or intangible form, whenever and however, disclosed, including but not limited to: (i) technical and business

information relating to PRC's proprietary ideas, copyrights, and/or trade secrets; (ii) contemplated products and services; (iii) software, schematics, research and development; (iv) customers, clients, marketing, and current or future business plans, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

(b) You agree to use the Confidential Information solely in connection with the current business relationship between the parties and not for any purpose other than as authorized by this Agreement. PRC shall not grant you any other right or license, whether expressed or implied, in the Confidential Information.

(c) You shall limit disclosure of Confidential Information within your organization and shall not disclose Confidential Information to any third party (whether individual, corporation, or other entity).

(d) You shall notify PRC immediately up on discovery of any unauthorized use or disclosure of Confidential Information by your organization or its Representatives, or any other breach of this Agreement and will cooperate with efforts by PRC to prevent its further unauthorized use.

(e) The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and your duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret.

9. INDEMNIFICATION.

Upon request by PRC, you agree to defend, indemnify, and hold PRC harmless from all liabilities, claims, losses, costs and expenses, including attorney's fees that arise directly or indirectly from (a) your acts or omissions violation of this Agreement or (b) any allegation that you have violated the copyright, trademark, trade secret, intellectual property, or other rights of any third party.

YOU AGREE THAT IN NO EVENT SHALL PRC BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR MALFUNCTION OF THE PORTAL, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OF THE PORTAL WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE.

10. TERMINATION.

This License is effective until terminated. Your rights under this License will terminate automatically or otherwise cease to be effective without notice from PRC if you fail to comply

with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Portal. You agree that PRC may terminate this Agreement and cease to support the Portal at any time in the sole discretion of PRC.

11. EQUITABLE REMEDIES.

You hereby agree that if the terms of this Agreement are not specifically enforced, PRC will be irreparably damaged for which damages would not be an adequate remedy. Therefore you agree that PRC shall be entitled, without bond or other security, or proof of damages, to appropriate equitable remedies with respect to any part of this Agreement, including temporary and permanent injunctive relief, in addition to any other remedies available to it under the law.

12. GOVERNING LAW, VENUE, AND JURISDICTION.

This Agreement shall be governed and interpreted in accordance with the laws of the State of California, without reference to its conflict of laws or other rules that would require the application of the laws of another jurisdiction. You hereby submit to personal jurisdiction exclusively in the state and federal courts of California, and waive all objections to a California Venue.

13. ENTIRE AGREEMENT.

You hereby acknowledge that this Agreement constitutes the entire agreement and understanding between you and PRC regarding the matters set forth in this Agreement. This Agreement supersedes any previous written or oral agreements. You hereby agree that PRC has not made any inducements, commitments, conditions, representations, or warranties of any kind, whether direct, indirect collateral, express or implied, oral or written, other than what has been set forth in this Agreement.

14. NO WAIVER.

Any forbearance or delay on the part of PRC in enforcing any rights under this Agreement shall not be construed as a waiver of such rights. Any grant of a waiver in once instance shall not be construed as a continuing waiver in all similar circumstances. No provision of this Agreement shall be considered waived unless expressly waived in writing, signed by the party against whom enforcement of such provision is sought.

15. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. Moreover, you agree that the invalid, illegal, or unenforceable provision shall be enforced to the maximum extent permitted by law.

16. MISCELLANEOUS.

You hereby acknowledge that PRC reserves the right to modify, terminate, or otherwise amend this Agreement without notice. You further agree that all correspondence relating to this Agreement shall be written in the English language. Section headings in this Agreement are only for convenience and are not intended to affect construction or interpretation.