

Attachment A
TERMS AND CONDITIONS OF USE OF BMS

Each company requesting access to BMS must agree to the terms and conditions noted below. Company and such Company personnel shall be referred to as "You." Company agrees to notify the ARTCO Administrator when those with access to BMS are no longer associated with Company, so that their access can be removed.

BMS, the website, the program, operating software, and all of their respective content, features and other data contained herein (collectively the "System") is an online information service provided by ARTCO, subject to your compliance with the terms and conditions set forth below.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY INFORMATION PROVIDED BY THE SYSTEM. BY ACCESSING OR USING THE SYSTEM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SYSTEM. ARTCO MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT OR NOTICE TO YOU OF THE CHANGES OR MODIFICATIONS. YOU AGREE TO REVIEW ANY CHANGES OR MODIFICATIONS PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND CHANGES AND YOUR CONTINUED ACCESS OR USE OF THE SYSTEM SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

USE OF THE SYSTEM

You may not use the System or any of the information obtained from the System for purposes of incorporation into a commercial product or service. You agree not to change or delete any proprietary notices from directory listings downloaded from the System. By using the System, you agree that the System, including all content, information, services, capabilities and software constitute ARTCO confidential and proprietary information. You agree that you will maintain all information obtained from or about the System in confidence, including, without limitation, information regarding product demand, product specifications, delivery schedules, billing information, the capabilities of the System or the benefits of the System to ARTCO or your business. You further agree to limit access to the System to the minimum number of individuals at your business who truly have a need to access the System.

ARTCO cannot and does not guarantee or warrant that any information or files available for downloading through the System will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the System for the reconstruction of any lost data.

ARTCO DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO THE SYSTEM, ANY PRODUCTS, INFORMATION OR SERVICE PROVIDED THROUGH THE SYSTEM, OR ANY SITES LISTED ON THE SYSTEM, AND ARTCO SHALL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. ADM DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS OFR A PARTICULAR PURPOSE (ii) WARRANTIES AGAINST INFRINGEMENT OR ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, EFFORS, OR OMISSIONS IN THE SYSTEM OR ANY PARTY THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DEVIVERY OF DATA ON THE SYSTME, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OTHER ACTS OR OMISSIONS BY ADM OR ARTCO OR ANY THIRD PARTY. ARTCO DOES NOT WARRANT THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. THE SYSTEM IS PROVIDED ON AN "AS IS, AS AVAILABLE, WITH ALL FAULTS" BASIS. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREOING, THERE IS NO WARRANTY THAT THE SYSTEM WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE

NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. YOUR RELIANCE ON ANY DATA OR INFORMATION PROVIDED THROUGH THE SYSTEM IS AT YOUR OWN RISK.

IN NO EVENT WILL ARTCO BE LIABLE FOR (a) ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SYSTEM OR DOWNLOADED FROM THE SYSTEM, EVEN IF ARTCO OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (b) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SYSTEM AND/OR LISTINGS OR INFORMATION DOWNLOADED. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN SUCH STATES. ARTCO'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

SECURITY ISSUES

User Authentication. ARTCO may, in its sole discretion, administer the allocation of individual user IDs to you in which case you shall provide ARTCO with the following:

- a. the full name of each individual who will have access to the System;
- b. the email address (if applicable) and telephone number at which the individual user may be reached during business hours; and
- c. prompt notification, in writing, upon termination of employment or reassignment of personnel with access to the System so that user logon IDs may be changed and other measures may be taken by ARTCO to prevent unauthorized access.

Protection of Credentials. ARTCO may establish a mechanism for strong authentication credentials, such as digital certificates, tokens, smartcards, biometrics, etc., to provide access, accountability and revocation. In such event, the following shall apply:

- a. ARTCO may administer or delegate to you the administration of credentials for your company's operations. In either case, you must validate the credentials for each authorized person at your company who will have access to the System.
- b. Credential attributes must provide for granular access controls within applications. You will provide such information to ARTCO upon request.
- c. ARTCO will deliver credentials to you in a secure manner. You must disseminate credentials securely and protect them from unauthorized use. You are responsible for the actions of any individuals using your user IDs and passwords to access the System. ARTCO may revoke such IDs and passwords at any time in ARTCO's sole discretion, in which case the user ID or password will be deleted.

User Obligations.

- a. Each individual having access to the System must:
 - i. use only their assigned user ID when logging on to the System;
 - ii. log-off the System before leaving their computing resources with such access unattended;
 - iii. not allow unauthorized individuals to access the System or Confidential Information;
 - iv. keep strictly confidential the logon ID, password, and all other Confidential Information that enables such access; and
 - v. not replicate or store Confidential Information in a way which unnecessarily exposes such Confidential Information.
- b. You must provide security awareness training to reinforce the obligations required under this Agreement.

COPYRIGHT, TRADE AND SERVICE MARK ISSUES

All copyright rights in the text, images, photographs, graphics, user interface, and other content provided on the System, and the compilation, selection, order and arrangement of the contents of the System are owned by ARTCO,

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All rights in the rights in the product names, company names, trade names, logos, product packaging and designs of all ARTCO, ADM or third-party products or services, whether or not appearing in large print or with the trademark symbol being exclusively to ADM or their respective owners, and are protected from reproduction, initiation, dilution or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited and nothing stated or implied in this Agreement confers on you any license or right under any patent or trademark of ARTCO, ADM, or any third party.

As a user of the System you are granted a nonexclusive, nontransferable, revocable, limited license to access and use this program, features, operating software, web site, content, and the data contained herein in accordance with these Terms & Conditions. ARTCO may terminate this license at any time for any reason. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the System. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the System without ARTCO's prior written consent in each instance. You may not copy, modify, reproduce, republish, distribute, display, communicate, describe or transmit for commercial, nonprofit or public purposes all or any portion of the System, features, or the content accessible herein, at any time, except to the extent permitted above. You may not use or otherwise export or re-export the System or any portion thereof, in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the System is prohibited.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless ARTCO, its parent company and affiliates and direct and indirect subsidiaries and their respective officers, directors, employees, agents, licensors, and any third party information providers to the System from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

MISCELLANEOUS

Any cause of action or claim you may have with respect to the System must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred. All such claims are subject to the limitation of liabilities set forth IN THIS Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT OR DATA RELATED HERETO SHALL BE BROUGHT IN THE COURTS OF THE STATE OF ILLINOIS OR ANY COURT OF THE UNITED STATES OF AMERICA FOR THE CENTRAL DISTRICT OF ILLINOIS, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS THE JURISDICTION OF SUCH COURTS. THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO EACH OF THE OTHER PARTIES AT ITS ADDRESS PROVIDED HEREIN, SUCH SERVICE TO BECOME EFFECTIVE 5 DAYS AFTER SUCH MAILING.

The System is controlled and operated by or on behalf of ARTCO from offices within the United States of America. ARTCO makes no representation that materials in the site are appropriate or available for use in other locations. Those who choose to access the System from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. ARTCO's failure 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. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. ARTCO may assign its rights and duties under this Agreement to any party at any time without notice to you. ARTCO reserve the right to amend the Agreement, including these Terms and Conditions at any time with or without notification to you.

You are required to comply with all applicable law in connection with your use of the System, and such further limitations as may be set forth in any written or electronic notice from ADM. As a condition of your use of the System, you warrant that you will not use the System for any purpose that is unlawful or prohibited by this Agreement.

Any information supplied by any employee or agent of ADM or ARTCO, whether by telephone, e-mail, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the System, and does not constitute legal, tax, accounting, or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions.

You agree that no joint venture, partnership, employment or agency relationship exists between you and ARTCO or ADM as a result of this Agreement or your use of the System. Nothing contained in this Agreement is in derogation of ARTCO's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of this System or information provided to or gathered by ARTCO with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

ARTCO reserves the right, in its sole discretion to terminate your access to the System, with or without notice.

PRIVACY POLICY

This is a private system used for business purposes by ARTCO, its affiliates, parent company and their associated warehouses as well as transportation carriers (collectively, "Users"). On the Login ID request form, we request each User's name, phone number and e-mail address, the name and address of the User's company and the system applications the User is requesting access to. This information is needed to establish the appropriate security access to the System. Users may also be providing other business-related information on an ongoing basis to be used for specifically identified business purposes. All information provided by Users shall be treated by ARTCO as non-personal, business information that can be used by ARTCO for the business purposes stated above or stated at the time of collection. Users' submission of information constitutes permission to use the information for the identified business purposes. In addition, with respect to non-U.S. Users, all information provided is knowingly being transmitted to the United States. Please review the Terms and Conditions for additional information governing your use of the System.