

Scarborough International Express Lines LTD Tariff Access Request Form

Please complete the below form in order to access Scarborough International Express Line's online ocean tariff. Please fill out the form and remit with payment to:

Tariff Administrator
Scarborough International Express Lines LTD.
10841 NW Ambassador Drive
Kansas City, MO 64153

*Contact: _____

*Company Name: _____

*Mailing Address: _____

*Phone: (____) _____ Fax: (____) _____

*E-mail: _____

(*Indicates Required)

Usage Subscription Plan:

Initial Subscription Fees- \$1000

Monthly Access Fees- \$1500

Payment must be received before access will be granted.

Access and License Agreement

The information on Scarborough International Express Lines LTD tariff is available only by subscription, and cannot be viewed, displayed, reproduced, copied or distributed or otherwise used by any individual (User) in any manner except in accordance with this Access and License Agreement (Agreement). A User's request to Scarborough International Express Lines for access to online tariff and receipt of a USER ID and password is a licensed use Scarborough International Express Lines LTD proprietary on line tariff system and software. User's access and use of Scarborough International Express Line's online ocean tariff is subject to this Agreement, as set forth below, including payment of the access fee.

Terms and Conditions

1. **License and Restrictions.** Scarbrough International Express Lines' Tariff is offered to the User conditioned on the User's acceptance without exception of the terms and conditions of this Agreement. In consideration of the access the Tariff through Scarbrough International Express Lines' Tariff using the User name and password assigned to such User, and the User may not provide, authorize use by another of, disclose, or otherwise transfer, a User name and password to any other individual, unless Scarbrough International Express Lines has in writing agreed to a modification of this license, and the User has paid an additional access fee for each additional individual User. From time to time, Scarbrough International Express Lines may prescribe rules of operation and security for the Tariff, and User agrees to comply with these rules, and further agrees to safeguard its facilities so as to prevent unauthorized use of Scarbrough International Express Lines' tariff retrieval system and software, and circumvention of Scarbrough International Express Lines' tariff retrieval system and software, and circumvention of Scarbrough International Express Lines' right to assess a reasonable charge for access to the Tariff.

2. **Limitations of Liability.** Scarbrough International Express Lines shall not be liable for any special incidental, indirect, or consequential damages, (including, but not limited to, damages for loss to or destruction of computer code, data or information, loss of business profits, business interruption, loss of business information, or any other pecuniary losses or damages) arising from the installation, use, operation of , or inability to use the Tariff and its related software, even if Scarbrough International Express Lines' entire liability, and User's sole and exclusive monetary remedy for any claims or demands, whether founded on contract, warranty, strict liability, tort, or any other legal theory, arising from installation, use, operation of, or inability to use the Tariff and its software, shall be limited to an amount not exceeding the fee User paid for access to the Tariff. Scarbrough International Express Lines does not accept any responsibility for the performance of any electronic or Internet communication between the User and the Tariff.

3. **Terms.** This Agreement is effective upon request to Scarbrough International Express Lines for a User ID and password, and payment to Scarbrough International Express Lines in accordance with Scarbrough International Express Lines' fee schedule, and this Agreement shall be effective for a term of one year. Either party may terminate this Agreement with thirty days written notice; however, payment of a User's fee shall be non-refundable. Scarbrough International Express Lines may terminate this Agreement upon written notice to User if (a) User fails to pay any access fee invoice, (b) any

legislative, administrative or judicial authority imposes restrictions or conditions that materially change the nature or extent of the data in the Tariff subject to this Agreement, (c) bankruptcy, insolvency, dissolution or receivership proceedings are filed by or against the User or (d) User breaches the terms of this Agreement.

4. **Legal and Regulatory Requirements.** Scarbrough International Express Lines' performance of this Agreement is subject to existing legal and regulatory requirements, and nothing in this Agreement shall affect Scarbrough International Express Lines' compliance with such requirements, including the obligation to comply with requests by agencies and authorities with jurisdiction over the Tariff and any uses thereof.
5. **Copyright, Ownership and Reproduction Restrictions.** The Tariff and all of Scarbrough International Express Lines' software and revisions thereof used in the preparation, retention, manipulation and display of the Tariff are the proprietary products of Scarbrough International Express Lines and are protected by United States copyright law and international treaty provisions. A User may not disclose, publish, redistribute, display or otherwise make available to others the Tariff or any part thereof. All of Scarbrough International Express Lines' information and software used for the Tariff, including without limitation, all Tariff data, software, including (without limitation) HTML code, object and source code, and related digital items are owned by Scarbrough International Express Lines, and any reproduction, redistribution or other unauthorized use of the software, tariff data or any of the information contained in or related to Scarbrough International Express Lines' Tariff is expressly prohibited. In addition to and not in limitation of any right or remedy, which may otherwise be available to Scarbrough International Express Lines, violation of these terms will result in immediate cancellation of User's access to the Tariff.
6. **No Warranty.** SCARBROUGH INTERNATIONAL EXPRESS LINES MAKES NO WARRANTY REGARDING THE TARIFF, THE INFORMATION PROVIDED IN THE TARIFF, OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, OR WARRANTY AGAINST NONINFRINGEMENT.
7. **Choice of Law/Forum.** The parties agree that this Agreement shall be subject to, and the rights and obligations of the parties hereto constructed in accordance with, the laws of the State of Missouri, and the User hereby agrees to the exclusive jurisdiction and venue of courts in the State of Missouri in all

disputes relating to User's access and use of the Tariff. Access and use of the Tariff is unauthorized in any jurisdiction that does not give effect to this choice of law and forum.

8. **Entire Agreement/Non-Assignment.** This Agreement is the entire agreement between the User and Scarbrough International Express Lines regarding access and use of the Tariff, and supersedes any prior agreements between User and Scarbrough International Express Lines. This Agreement may not be assigned without the written consent of both parties.