RAIN Alliance CIN Agreement
Last Updated 7 June 2024

The terms and conditions of this RAIN Alliance CIN Agreement (this "**Agreement**") shall apply to your assignment and use of the RAIN Alliance Company Identification Number ("**RAIN Alliance CIN**") provided to you ("**you**," "**your**," or "**Assignee**") by RAIN Alliance Inc. ("**we**," "**us**," "**our**," or "**RAIN Alliance**"). This Agreement forms a binding contract between you and RAIN Alliance.

By acquiring or using one or more RAIN Alliance CINs in any manner, you agree that this Agreement shall apply to your use of such RAIN Alliance CIN(s) and that you shall be bound by the terms of this Agreement.

If you do not agree, then you may not acquire or use a RAIN Alliance CIN. If you are acquiring and using a RAIN Alliance CIN on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement. In that case, "you" and "your" will refer to that company or other legal entity.

A. CHANGES TO THE TERMS OF THIS AGREEMENT

We may change the terms (limited to reasonably necessary operational or technical changes and not including changes to the other contractual rights or obligations of either party) of this Agreement with ninety (90) days written notice by (i) posting the changed Agreement on the RAIN Alliance web site or (ii) through other written communications, including via the email address associated with the Account (as defined in Section C below. We'll also update the "Last Updated" date at the top of the posted version of this Agreement. It's important that you review the changed terms, because if you continue to use the RAIN Alliance CIN issued to you after we've provided notice of the change, you're telling us that you agree to be bound by the changed terms. If you don't agree to be bound by the changed terms, then you're not permitted to use the RAIN AllianceCIN issued to you anymore.

B. DESCRIPTION OF THE RAIN Alliance CIN

1. The RAIN Alliance CIN is a number specified, owned, and managed solely by RAIN Alliance. The number may be formatted as a one to nine-digit decimal number (e.g., 123456) or a one to four-character text number using the 7-bit ASCII printable character set which contains upper and lower case, digits and special characters (e.g., Ab-1). Capitalisation has meaning, and the text version of the RAIN Alliance CIN Number is therefore case-sensitive. A text number has a decimal equivalent.

2. RAIN Alliance CIN is uniquely assigned to Assignee for the purpose of identifying RFID tags as Assignee issue tags, barcodes and other Automatic Identification carriers.

3. Assignee shall ensure the requested RAIN Alliance CIN in its decimal and text format is appropriate and fit for the intended purpose.

4. The RAIN Alliance does not restrict how the RAIN Alliance CIN assigned to Assignee is used, other than to require that it is used in accordance with the appropriate standard for the application. It may be used with barcodes and RAIN technology. When the RAIN Alliance CIN is used with RAIN technology, then the Protocol Control word of the tag shall be set with T=1 and the AFI set the appropriate value. The value for the RAIN Number is "AE_h".

5. Assignee may only program (encode) RAIN Alliance CINs into RFID tags, barcodes and other AIDC carriers when the RAIN Alliance CIN is in an Assigned State, i.e., fees are fully paid.

6. The RAIN Alliance CIN assignment and state are managed by RAIN Alliance, in compliance with ISO/IEC 15459, in its assigned role as an Issuing Agency (IAC) for Company Identification Numbers (CIN), *see* https://www.aimglobal.org/registration-authority-iso-iec-15459.html.

   a. The RAIN Alliance may from time-to-time update or modify the rules of assignment and management in its sole discretion, including as recommended by experts from among its members and approved by the board of directors of the RAIN Alliance.

7. A RAIN Alliance CIN, as specified by the RAIN Alliance, has the following possible states, such state being set only by the RAIN Alliance:

a. **Not-Assigned**: The RAIN Alliance has not assigned the RAIN Alliance CIN, so it has no state. It shall not be used by anyone to construct or use with any form of data.

b. **Reserved**: The RAIN Alliance has reserved the RAIN Alliance CIN to exclude it from assignment. It shall not be used by anyone to construct or use with any form of data.

c. **Pending:** The RAIN Alliance has reserved the RAIN Alliance CIN to be assigned to an assignee. It shall not be used by anyone to construct or use with any form of data.

d. **Assigned:** The RAIN Alliance has assigned a RAIN Alliance CIN to an assignee and all due fees for such assignment are fully settled. The applicable assignee has the right to program such RAIN Alliance CIN to any form of data according to the appropriate standards for the application it is used in.

e. **Terminated**: The RAIN Alliance CIN assignment has been terminated by the RAIN Alliance pursuant to Section C.8 below. Assignee has the right to program such RAIN Alliance CIN to any form of data according to the appropriate standards for the application. The RAIN Alliance CIN shall not be used by anyone to construct with any form of data. Data constructed or used with the RAIN Alliance CIN prior to termination (whether by Assignee or otherwise) may remain in active circulation and storage.

8.   RAIN Alliance may publish the state of any RAIN Alliance CIN, including Assignee's name and contact information associated with such RAIN Alliance CIN. In such case, RAIN Alliance shall publish the correct state of such RAIN Alliance CIN.

C.   RAIN Alliance CIN ASSIGNMENT AND USE

Registration

You shall provide us with accurate and complete information in acquiring your RAIN Alliance CIN, including contact information and payment information.

Using the RAIN Alliance CIN
1.   Assignee shall use the RAIN Alliance CIN only in compliance with the applicable ISO standards and this Agreement.

2.   Assignee acknowledges that the RAIN Alliance CIN is owned and managed by RAIN Alliance according to the most recent published rules of the RAIN Alliance as posted on the RAIN website.

3.   Assignee acknowledges that the RAIN Alliance is the sole assignor and manager of the RAIN Alliance CIN.

4.   Assignee acknowledges the RAIN Alliance may publish the state of any RAIN Alliance CIN.

5.   Assignee acknowledges that it has no rights or other claims to encode a RAIN Alliance CIN with a state of "Not-Assigned," "Pending," or "Terminated," or which is assigned to another party.

6.   Assignee agrees that it shall NOT use any RAIN Alliance CIN which has not been assigned to Assignee (other than test CINs as detailed herein).

7.   Each of RAIN Alliance and Assignee acknowledge that it is not possible for either RAIN Alliance or Assignee to:

a.   Ensure that a RAIN Alliance CIN is not used by a party other than Assignee to construct or use with any form of data, nor take any actions against such party.

b.   Prevent the continuous existence and use of any form of data constructed with or used with a RAIN Alliance CIN which state has changed to Terminated.

c.   Prevent the public visibility of data constructed or used with the RAIN Alliance CIN.

d.   Prevent the public visibility of Assignee association with the assigned RAIN Alliance CIN.

8.   RAIN Alliance represents and warrants that the assignment of an applicable Assigned or Dormant RAIN Alliance CIN will be unique to Assignee.

9.   RAIN Alliance may terminate any RAIN Alliance CIN assignment under the following conditions:

a.   Upon receipt of a written termination request by Assignee.

b.   Upon Assignee's breach of any material provision of this Agreement, including non-payment of applicable

fees, following RAIN Alliance's written notice to Assignee thereof and Assignee's failure to cure such breach within thirty (30) days of the date of such notice.

10. Assignee shall provide to the RAIN Alliance a written report every twelve (12) months on the use of the applicable RAIN Alliance CIN(s), as provided in Section F below.

D. RULES AND OBLIGATIONS

General

Rules for the use of a RAIN Alliance CIN are covered in detail in the RAIN Alliance CIN Directives document. Assignee shall comply with the requirements of the RAIN Alliance CIN Directives in its use of any RAIN Alliance CINs assigned to it hereunder.

Assignee may be assigned one or more RAIN Alliance CINs. Any particular RAIN Alliance CIN may only be assigned to one assignee.

Assignee is responsible and accountable for the proper use of its assigned RAIN Alliance CINs.

An assignee in general may be a person, a company, an organisation, and a formal proxy of any combination of the aforementioned, or a market vertical. The RAIN Alliance and other representative/influencing organisations, in special cases, may represent an application vertical, e.g., an application vertical may have many small non-associated companies providing a specific service of which the combined tag population have a potential to impact the robust operations of other RAIN applications. Sport timekeeping may be an example of such market vertical.

Assignee

Assignee will:

1. Provide proof that is a valid legal entity at time of application and annual renewal.
2. Update the Assignee and contact information within thirty (30) days after change of such information.
3. Submit an annual report as shown in Exhibit A
4. Change a CIN status as appropriate. Note a terminated CIN status may only change when paid up.
5. Pay the annual fee.

E. EXPERIMENTAL RAIN Alliance CINS

The following RAIN Alliance CINs are reserved for testing and shall not be used in operational systems. These numbers are available for anyone to use during setup and test:

Class	Text	Decimal Number
4-Text	TEST	-
4-Text	????	-
4-Digit	-	12345678
3-Text	???	-
3-Digit	-	123456
2-Text – 4-Digit	??	8127
1-Text – 2-Digit	?	63

F. REPORTING

All RAIN Alliance CIN holders are required to provide an annual report on the anniversary of the issuing of the CIN as shown in Exhibit A.

G. PAYMENTS

You will be responsible to pay the total annual fee for your assignment and use of the RAIN Alliance CIN(s) as set forth on the RAIN Alliance web site in effect as of the date you pay your annual fee. Such prices may include or be subject to additional applicable tariffs, customs, duties, or taxes (including any value-added taxes).

H. DISCLAIMER OF WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE RAIN Alliance CIN(s) IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAIN Alliance CINs ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, RAIN ALLIANCE HEREBY EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE OR ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, CONTRACT, OR ANY OTHER BASIS. RAIN ALLIANCE MAKES NO WARRANTY, AND HEREBY EXPLICITLY DISCLAIMS ANY WARRANTY, THAT THE RAIN ALLIANCE CIN WILL MEET YOUR REQUIREMENTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE DISCLAIMERS HEREIN APPLY REGARDLESS OF THE DEGREE TO WHICH RAIN ALLIANCE CINs ARE PROVIDED IN WHOLE OR IN PART DIRECLTY BY RAIN ALLIANCE AND/OR BY A THIRD-PARTY SERVICE PROVIDER.

I. LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE AND AGREE THAT, AS BETWEEN YOU AND RAIN ALLIANCE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF RAIN ALLIANCE CINs.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL RAIN ALLIANCE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER/DEVICE DAMAGE OR SYSTEM FAILURE, THE COST OF SUBSTITUTE SERVICES, OR ANY OTHER COMMERICAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO ACCESS OR USE ANY RAIN ALLIANCE CIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RAIN ALLIANCE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE EXTENT RAIN ALLIANCE IS LIABLE FOR DIRECT DAMAGES TO YOU, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID BY YOU FOR ONLY THAT PARTCIULAR RAIN ALLIANCE CIN(s) FROM WHICH SUCH LIABILITY DIRECTLY ARISES AND IN ANY CASE NO GREATER THAN THE TOTAL FEES PAID BY YOU FOR THE PRECEEDING SIX- MONTH PERIOD; PROVIDED THAT THIS LIMITATION DOES NOT APPLY TO DEFENSE AND INDEMNITY OBLIGATIONS OR BREACH OF CONFIDENTIALITY. FOR CLARITY, ANY AMOUNTS ACTUALLY PAID IN RESPECT OF DEFENSE OF AN INDEMNIFIABLE CLAIM ARE DIRECT DAMAGES.

J. INDEMNIFICATION

You will defend, indemnify, and hold harmless RAIN Alliance, its affiliates and members, and each of their investors, directors, officers, employees, attorneys, and agents from and against any and all third party damages, losses, liabilities, settlements and expenses (including costs and attorneys' fees), arising from or in connection with: (i) violation of applicable laws and/or regulations by you, (ii) your access and use of any RAIN Alliance CIN(s) beyond the terms of this Agreement or outside of the reasonable instructions for use of RAIN Alliance CINs provided by RAIN Alliance, (iii) any breach or alleged breach of this Agreement.

Limitations on Indemnifications

Notwithstanding anything to the contrary in this Agreement, (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

K. GOVERNING LAW; VENUE; WAIVER OF CLASS ACTION AND JURY TRIAL

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and RAIN Alliance shall be governed by the laws of the State of New York, excluding its conflicts of law provisions.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

Dispute Resolution – Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM RAIN ALLIANCE. For any dispute with RAIN Alliance arising from or related to the RAIN Alliance CIN(s), you agree to first contact us at tagencoding@rainrfid.org and attempt to resolve the dispute with us informally. In the unlikely event that RAIN Alliance has not been able to resolve a dispute it has with you within sixty (60) days of your aforementioned email, you and RAIN Alliance agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in New York City, unless you and RAIN Alliance agree in writing otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Agreement shall be deemed as preventing RAIN Alliance from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of RAIN Alliance's data security, intellectual property rights, or other proprietary rights.

Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE ACCESSED OR USED ANY RAIN Alliance CIN FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS YOU AND RAIN ALLIANCE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY AGREEING TO THIS AGREEMENT, YOU AND RAIN ALLIANCE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

L.   GENERAL TERMS

This Agreement constitute the entire and exclusive understanding and agreement between RAIN Alliance and you regarding the RAIN Alliance CIN, and this Agreement supersede and replace any and all prior oral or written understandings or agreements between RAIN Alliance and you regarding the RAIN Alliance CIN(s). If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

The RAIN Alliance name, logos, and all related names, logos, product and service names, designs, and slogans are trademarks of RAIN Alliance or its affiliates or licensors. You may not use such marks without the prior written permission of RAIN Alliance.

You may not assign or transfer this Agreement, by operation of law or otherwise, without RAIN Alliance's prior written consent. Any attempt by you to assign or transfer this Agreement without such consent will be void *ab initio*. RAIN Alliance may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by RAIN Alliance under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email or through your Account; or (ii) by posting to the RAIN Alliance web site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

RAIN Alliance's failure to enforce any right or provision of this Agreement will not be considered a waiver of future enforcement of that right or provision or of any other right or provision. The waiver of any right or provision will be

effective only if in writing and signed by a duly authorized representative of RAIN Alliance. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

CIN Applicant <Company Name>

By:_____

Name:_____

Title:_____

Date:_____

RAIN Alliance Inc.

By:_____

Name:_____

Title:_____

Date:_____

Exhibit A: RAIN Alliance CIN Annual Report

CIN Number: _____

Class: _____

Contact details:

Company Name: _____

Address: _____

_____

Contact Person: _____

Email: _____

Phone: _____

Detail how you meet the Class tag threshold:

Class	Number of bits	Annual tag threshold*	Encoding size 8-bit bytes (Clause 2.2)	Decimal range E.g. 123456	Text Range E.g. "RAIN"
1	7	1,000,000,000	1 (8 bits)	2 digits	1 character
2	14	10,000,000	2 (16 bits)	4 digits	2 characters
3	21	100,000	3 (24 bits)	6 digits	3 characters
4	28	1,000	4 (32 bits)	8 digits	4 characters

_____

_____

_____

_____

_____

When was the last time you issued a unique number under your RAIN Alliance CIN? _____

List the applications your CIN covers: _____