

VendorPanel NA Application End User Agreement

1. End User Agreement

1.1. This end user agreement (**End User Agreement** or **EUA**) is a legal agreement between you (**you** or **your**) and VendorPanel Inc. (**we**, **us** or **our**).

1.1. By clicking “Accept” or by accessing or using a VendorPanel Application you confirm having read, understood and agreed to these conditions.

2. You represent and warrant that: (i) you are 18 years of age or older/of legal age to enter into a binding agreement; and (ii) if you are a corporation, governmental organization, or other legal entity, you have the right, power, and authority to enter into this agreement and be bound by its terms.

3. Background

3.1. We are the developer, owner and licensor of procurement, sourcing, supplier and contract management applications (**VendorPanel Applications**). Any new applications that we develop and any amendments to our existing applications shall be included as VendorPanel Applications and subject to this EUA.

3.2. This EUA sets out the terms and conditions upon which we license you to access and use VendorPanel Applications and provide associated services to you.

3.3. VendorPanel Applications are provided as a software-as-a-service and you access and use the software functionality via the internet, using a standard web browser.

4. Use of VendorPanel Applications

4.1. You must: (a) access and use VendorPanel Applications only through a web browser and by no other means; (b) comply with this EUA, our Acceptable Use Policy (**AUP**), the terms contained in any Master Agreement that relates to the use of VendorPanel Applications (**Master Agreement**), and any technical and instructional documentation we provide from time to time; (c) comply with all applicable laws, regulations and codes; (d) comply with any reasonable directions issued by us from time to time; (e) ensure that only you access and use the VendorPanel Applications using your username and/or password and that username or password is not shared with any other party; (f) promptly report any errors, defects or malfunctions to us; (g) not do anything which is intended or reasonably likely to damage, impair, interrupt or interfere with VendorPanel Applications or the computer equipment on which they are installed; (h) not attempt to access or control the computer equipment on which the VendorPanel Applications software is installed; (i) not alter, modify, decompile, disassemble, reverse engineer, sublicense or change VendorPanel Applications software or integrate it with or into any other software or create a derivative work from the software by any means; and (j) not purport to grant to a third party any right to access or use VendorPanel Applications except as permitted by us.

5. Access and security

5.1. You must: (a) only access VendorPanel Applications using account details for an individual named user; (b) not

create a generic account login or share your account details or allow your details to be used by others; (c) keep account details and passwords secure and confidential; (d) regularly change passwords and keep records of all passwords used and disclosed in accordance with good computer security practices; (e) keep your computer systems, network and internet connectivity secure in accordance with good computer security practices; and (f) if you become aware that account details or passwords have been compromised, without delay, notify us, change passwords and take any other security action we direct.

6. Technical requirements

6.1. We may publish minimum technical requirements (**Minimum Requirements**) for the access and use of VendorPanel® and may revise these from time to time. You must ensure that your computer system, network and internet connectivity meet or exceed the Minimum Requirements.

6.2. You acknowledge that: (a) if the Minimum Requirements are not met, VendorPanel® may not operate to a satisfactory standard or at all; (b) the Minimum Requirements are designed to deliver only a basic level of system performance; and (c) access to, use of and performance of VendorPanel Applications may be impaired or prevented by a variety of factors beyond our control, including, for example, defects in your computer systems or problems with internet connectivity.

7. Suppliers

7.1. You may be able to manage, interact and communicate with suppliers using VendorPanel Applications.

7.2. All dealings between you and suppliers are solely between you and the relevant supplier to our exclusion.

7.3. We are not responsible for suppliers and we do not verify, endorse, recommend, approve or guarantee any supplier, their bona fides, goods and services, capabilities, competence, experience, qualifications, financial standing or any information they provide.

7.4. You warrant that in dealing with any supplier: (a) you do not rely on any information provided by us (including via VendorPanel Applications); and (b) you have made your own independent enquiries and used your own skill and judgment.

8. Your data

8.1. You are responsible for the content, accuracy and completeness of any data you enter into VendorPanel Applications.

8.2. We may, and you permit us to, copy, reproduce, use, store, communicate or adapt your data or aggregate your data (in an anonymized form) with other user data, but only for the purposes of providing VendorPanel Application services (and any related or ancillary services).

8.3. We may, without liability, intercept, remove, alter or prevent access to any of your data: (a) that we reasonably believe is offensive, defamatory, breaches the right of any person, or contravenes the AUP; (b) that we reasonably believe is inaccurate, out-of-date or is incomplete; or (c) if directed by a regulator, government agency, law enforcement agency or court.

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9. Personal Information

We will only use your personal information as set out in our privacy policy as published by us from time to time.

10. Intellectual Property Rights

You agree that all intellectual property rights in VendorPanel Applications and anything that we create, modify, provide, supply or license to you in providing services to you are exclusively owned by us and licensed to you on the terms of this EUA and the Master Agreement. You must not do anything which jeopardizes or interferes with our ownership of such intellectual property rights.

11. Liability

To the maximum extent permitted by law: (a) we exclude all implied warranties, guarantees and representations of any kind; (b) we do not warrant or represent that VendorPanel Applications will operate continuously, free from faults, errors or interruptions; and we are never liable to you and you release us from any claim for all loss, damage, costs, expenses or liability whatsoever and however caused.

12. Termination

- 12.1. We may terminate this EUA immediately by written notice to you or otherwise in accordance with the Master Agreement.
- 12.2. Upon termination for any reason: (a) all legal rights of a party arising from a breach that preceded termination survive; and (b) this EUA is otherwise at an end and all licenses granted in this EUA are immediately terminated.

13. VendorPanel® administrator provisions

- 13.1. If as an administrator you obtain access to an external supplier list from a third-party organization, or you make your supplier lists available to third-party organizations, it is your responsibility to negotiate and agree, offline, with that party the terms on which such access is granted. We take no responsibility for, and have no liability to you with respect to, any use by you of external supplier lists or use by third-party organizations of your supplier lists.
- 13.2. You accept that where an administrator in a third-party organization shares a supplier list with you, they will have visibility of persons who are able to access the shared supplier list (including buyer details) and your RFx posted to that supplier list. They may also have visibility of your details, buyer details, request details, response details and decisions.
- 13.3. Where a third-party organization has available supplier lists, but these are not accessible as shared lists via VendorPanel®, you may replicate those lists which are 'owned and managed' by the third-party only where you have appropriate permission. It is your responsibility to obtain appropriate permission and you are not permitted to share any supplier list which you have replicated in VendorPanel® with any third-party. We take no responsibility for, and have no liability to you with respect to, any creation or use of a replicated third-party supplier list.

- 13.4. You may manage second level administrator functionality within any of the VendorPanel® applications through generic account details rather than an individual named user. Should you choose to do this you understand that this will limit the granularity of data logged within the system.

14. Export Regulation.

The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.

15. US Government Rights.

The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are the US Government or any contractor thereof, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

16. General

- 16.1. This EUA should be read in conjunction with any terms contained in the Master Agreement that governs your use of a VendorPanel Application. The extent of any inconsistency in terms, the order of priority set out in the Master Agreement shall apply.
- 16.2. You must do everything reasonably required by us to give full effect to this EUA.
- 16.3. If any provision of this EUA is illegal or unenforceable it may be severed and the remaining provisions continue in force.
- 16.4. Our failure or delay in exercising a right, power or remedy does not operate as a waiver.
- 16.5. This EUA is governed by the laws of the state of Delaware, United States.
- 16.6. We may change this EUA at our discretion from time to time. Any changed version of this EUA applies from the date that it is posted to the website.

AS PART OF YOUR VENDORPANEL APPLICATION REGISTRATION, YOU WILL BE REQUIRED TO CONFIRM YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS ELECTRONICALLY.

BY SELECTING 'YES', YOU AGREE TO THE TERMS OF THIS LICENSE WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, SELECT 'NO'