

Avetta, LLC

End User Service Agreement

Date of Last Revision: August 16, 2017

Welcome to Avetta, a SaaS supply chain management platform that connects the world's leading organizations ("**Clients**") with qualified professional suppliers, contractors, and vendors ("**Suppliers**"). Except as specifically described below in THIRD PARTY SERVICES; OTHER SERVICES the Avetta services and Site (collectively, "**Avetta Network**" or "**Avetta Services**") are operated by Avetta, LLC. and its corporate affiliates (collectively, "us", "we" "Avetta" or "the Company") and are through our website at www.avetta.com or the mobile version thereof (together the "Site"). Your use of the Avetta Services and the Site are governed by these Terms of Service ("**Terms of Service**" or "**Agreement**"), whether or not you are a registered subscriber to the Avetta Services or the Site.

Avetta reserves the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Service at any time with 30 days' prior notice sent via email. If we do this, we will also post the changes to these Terms of Service on this page with 30 days' prior and will indicate at the top of this page the date these terms were last revised. Your continued use of the Avetta Services after any such changes constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Avetta Services. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Service and to review such changes.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SITE OR PURCHASING AND/OR USING SERVICES OFFERED BY AVETTA. THESE TERMS OF SERVICE CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY, YOUR OBLIGATION NOT TO UPLOAD SENSITIVE DATA, A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW AND WHERE DISPUTES WILL BE RESOLVED AND THE GOVERNING LAW OF THESE TERMS OF SERVICE, AS WELL AS A CLASS ACTION ARBITRATION WAIVER.

YOU PAY CONSIDERATION TO PURCHASE AVETTA'S SERVICES FOR PREQUALIFICATION CHECKS BASED ON THE PARAMETERS PROVIDED BY THE CLIENTS AND INFORMATION PROVIDED BY YOU.

WHEN YOU SUBSCRIBE TO THE AVETTA SERVICES WE CHARGE AN ACTIVATION FEE TO YOUR CREDIT CARD AND WE SAVE YOUR CREDIT CARD NUMBER. UNLESS YOU TERMINATE YOUR SUBSCRIPTION, YOUR CREDIT CARD WILL BE AUTOMATICALLY CHARGED IN EACH OF THE FOLLOWING CIRCUMSTANCES:

- **AS A SUPPLIER YOUR ACCOUNT WILL BE AUTOMATICALLY RENEWED AND YOUR CREDIT CARD WILL BE AUTOMATICALLY CHARGED EVERY 12 MONTHS FROM YOUR SUBSCRIPTION DATE UNLESS YOU CALL TO CANCEL YOUR ACCOUNT AT LEAST 30 DAYS PRIOR TO ITS RENEWAL DATE.**
- **AS A SUPPLIER, YOUR CREDIT CARD WILL BE AUTOMATICALLY CHARGED EVERY TIME YOU UPGRADE YOUR SUBSCRIPTION BY ADDING A CLIENT SITE OR ADDING A PRODUCT.**

- **AS A SUPPLIER, YOUR CREDIT CARD WILL BE AUTOMATICALLY CHARGED EVERY TIME YOUR SUBSCRIPTION IS UPGRADED BY A CLIENT THAT SELECTS YOU FOR THEIR APPROVED SUPPLIER LIST**
- **AS A SUPPLIER, YOUR CREDIT CARD WILL BE AUTOMATICALLY CHARGED EVERY TIME A CLIENT INFORMS AVETTA THAT YOU ARE PART OF THAT CLIENT'S SUPPLY CHAIN**

SEE THE "SUPPLIER USER CONTENT AND SUPPLIER LISTS" SECTION OF THESE TERMS OF SERVICE AND THE REFUND AND RENEWAL POLICY IN ATTACHMENT 2 FOR MORE DETAILS.

IF YOUR CREDIT CARD INFORMATION CHANGES, YOU MUST CONTACT AVETTA AT 949-936-4500 TO PROVIDE UPDATED CREDIT CARD INFORMATION. IF AVETTA IS NOT ABLE TO CHARGE YOUR CREDIT CARD AS DESCRIBED ABOVE YOUR SUBSCRIPTION WILL BE TERMINATED AS OF THE END OF YOUR THEN CURRENT SUBSCRIPTION TERM.

BY CLICKING THE BOX BELOW YOU ARE SIGNIFYING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WHETHER OR NOT YOU ARE A REGISTERED SUBSCRIBER TO THE AVETTA SERVICES OR SITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE AVETTA SERVICES. THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND AVETTA. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY LEAVE THIS SITE AND MAY NOT USE THE AVETTA SERVICES.

DEFINITIONS

As used herein, or with any associated document to this Agreement:

- **"You"** and **"Your"** refer to, and includes, You, both individually, as the Employee of the Client or Supplier using or accessing the Site, as well as the Client or Supplier entity you represent.
- **"Client"** means a company, business entity or other person which seeks to engage or qualify one or more Suppliers and has agreed to become a member of the Avetta Network.
- **"Supplier"** means the individual, company, business entity, or other person which provides or seeks to provide contractor services to one of more Clients and has agreed to become a member of the Avetta Network.
- **"Employee"** refers to any employees or agents of a Client or Supplier accessing the Avetta Services and/or Site on behalf of the Client or Supplier.
- **"We", "Our", "Us," "Avetta"** refers to Avetta, LLC or its affiliates and subsidiaries.

AVETTA SERVICES

Our Avetta Services are those Avetta Services that We provide to You as a member of the Avetta Network through Our Site or otherwise. Avetta is an online subscription service providing its Client and Supplier subscribers with access to a variety of services related to prequalification

checks. Avetta provides prequalification checks based on the parameters provided by the Clients. Such prequalification services are carried out in the automated manner.

To provide such services, we offer a variety of subscription plans at varying price levels, including special promotional plans or subscriptions with limitations.

Avetta reserves the right to change, modify, suspend or discontinue all or any portion of the Site or any of the Avetta Services, in its sole discretion, with 30 days' prior notice. Avetta may also impose limits on certain features or restrict Your access to parts of or the entire Site or the Services in its sole discretion and without notice or liability.

Avetta may change pricing for the Avetta Services at any time. You will be notified, in writing, at least 30 days before any increase in service fees beyond the then current pricing. If you are a Supplier and your subscription changes to a new pricing tier, you will be notified at least 30 days before the price increase takes effect. This Agreement (including the changed pricing) will remain in effect unless You deliver written notice of termination to Avetta within 30 days following such notice.

WITHHOLDING OF TAXES

Any applicable taxes relating to the payment due to Avetta under the terms of this Agreement shall be borne by you and withheld by you on behalf of Avetta when you pay the subscription fee to Avetta.

It is your obligation to provide Avetta a copy of the tax receipt to substantiate that tax payments have been properly settled on behalf of Avetta.

Any failure on your part of withholding the tax for payment to the relevant tax authorities that leads to any subsequent penalty, surcharges or disallowance of tax deduction claim is not the obligation of Avetta; and no recovery action should be taken against Avetta.

THIRD PARTY SERVICES; OTHER SERVICES

Avetta may provide third party services to You through the Avetta Service ("**Third Party Services**"). Use of Third Party Services is governed by the terms provided by the supplier of the Third Party Services. Avetta assumes no liability or responsibility whatsoever for Third Party Services You elect to use. You may not install or use any Third Party Services in a manner that creates any obligations for Avetta. Solely for Your convenience, Avetta may include charges for the Third-Party Services as part of Your subscription.

Avetta may make other services available to You through the Site, such as EmployeeGUARD ("**Other Services**"). Use of Other Services is governed by the Terms and conditions, Privacy Policy, Disclaimer and Copyright specific to those Other services

USE OF THE AVETTA SERVICES

You are granted a limited non-exclusive, non-transferable, revocable license to access and use the Avetta Services and Content provided by you for which you have a valid subscription strictly in accordance with this Agreement solely for Your legitimate internal business purposes. Only Employees authorized by the subscribing Client or Supplier may access and use the Avetta Services and Site. You may not use login credentials to access the Avetta Services and Site from outside the country for which it was issued. Your login credentials may be restricted from

accessing certain materials otherwise available in the Avetta Services. Any use of the Avetta Services or Content mentioned in the end product other than as specifically authorized herein, without the prior written permission of Avetta, is strictly prohibited and will terminate the license granted herein. Such license is subject to this Agreement and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

Your license for access and use of the Avetta Services and any Content mentioned in the end product are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for Your own archival purposes in connection with your authorized use of the Avetta Services), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Avetta Services or any Content retrieved from it; (b) use the Avetta Services or any Content obtained from the Avetta Services to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content from the Avetta Services; (d) use any Content from the Avetta Services in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of Avetta or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Avetta Services; (f) make any portion of the Avetta Services available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Avetta Services software or use any network monitoring or discovery software to determine the Avetta Services architecture; (h) use any automatic or manual process to harvest information from the Avetta Services; (i) use the Avetta Services for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Avetta Services in a manner that violates any applicable law, rule or regulation including without limitation, those regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Avetta Services or any portion thereof, or any software available on or through the Avetta Services, in violation of the export control laws or regulations of the United States or any other country.

Suppliers expressly agree that as part of the Avetta Services, Avetta will carry out an objective evaluation of Supplier procedures and practices to assess Your compliance with relevant regulatory standards or industry best practice (“**Audit**”). Among the types of audits we may conduct are:

- “**Annual Update Audit**”: An assessment of a company's employee safety information including reports and citations by government regulatory agencies and worker's compensation reports
- “**Manual Audit**”: An assessment of written health and safety policies, programs, and/or procedures against relevant regulatory or industry best practices to identify Supplier conformance

- **“Implementation Audit”**: An assessment of documented evidence to verify implementation of written health and safety policies, programs, and/or procedures against relevant regulatory or industry best practices to identify Supplier conformance
- **“InsureGUARD™”**: Verification of insurance certificates to ensure compliance with clients insurance requirements as well as validity.
- **“Competency Review Audit”**: An assessment of competency and internal management systems associated with competency assurance of specific Supplier employees
- **“Field Audit”**: A comprehensive in-person assessment of health and safety documentation, behaviors, and practices at a defined location to evaluate Supplier conformance with relevant regulatory or industry best practices
- **“PQF Verification”**: A screening of a company's safety manual to confirm it's comprehensive and pertaining to said company
- **“Safety Manual Audit”**: An assessment of written health and safety policies, programs, and/or procedures against relevant regulatory or industry best practices to identify Supplier conformance

or any other Audit requested by the client

CONTENT

You understand that all information, data, text, software, graphics, messages, tags, or other materials (“**Content**”), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. Avetta does not control the Content posted on the Site, or provide through the Avetta Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Avetta Services and/or Site, you may be exposed to Content that You may consider to be offensive, indecent or objectionable. Under no circumstances will Avetta be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred because of the use of any Content posted, emailed, transmitted or otherwise made available on the Site or through the Avetta Services.

You acknowledge that Avetta may or may not pre-screen Content, but that Avetta and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available on the Site or through the Avetta Services. Without limiting the foregoing, Avetta and its designees shall have the right to remove (at its sole discretion) any Content that violates this Agreement or is otherwise objectionable. You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that You may not rely on any Content created by Avetta or submitted to Avetta.

You acknowledge, consent and agree that Avetta may access, preserve and disclose Your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to Your requests for customer service; or (e) protect the rights, property or personal safety of Avetta, its users and the public. We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

You understand that the technical processing and transmission of the Site, including Your Content, may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

“User Content” includes all Content that You may upload or submit to Avetta in connection with Your use of the Avetta Services and Site. User Content may include without limitation Limited Access Data and General Access Data (as defined below), and more generally, Your name, the states, countries and jurisdictions in which You operate and/or have offices, contact information of Your listed main point of contact, and Your logo, Your Prequalification Form (“**PQF**”), specific insurance information, any and all data gathered during an Audit, EMR and OSHA data. You, and not Avetta, are entirely responsible for all User Content that You upload, post, email, transmit or otherwise make available through the Site or the Avetta Services. You shall be solely responsible for your own User Content and the consequences of submitting such User Content.

YOU EXPRESSLY AGREE NOT TO UPLOAD OR SUBMIT ANY SENSITIVE DATA TO AVETTA IN CONNECTION WITH YOUR USE OF THE AVETTA SERVICES AND SITE. YOU ARE SOLELY LIABLE FOR INSURING THAT ALL INFORMATION AND DOCUMENTS YOU UPLOAD OR SUBMIT IN CONNECTION WITH YOUR USE OF THE AVETTA SERVICES AND SITE CONTAINS NO SENSITIVE DATA. SENSITIVE DATA INCLUDES BUT IS NOT LIMITED TO INFORMATION ABOUT PHYSICAL OR MENTAL HEALTH OR CONDITION, RACIAL OR ETHNIC ORIGIN, SEX LIFE, TRADE UNION MEMBERSHIP, POLITICAL OPINIONS OR CRIMINAL RECORDS (INCLUDING COMMISSION OR ALLEGED COMMISSION OF ANY OFFENSE) CONCERNING ANY INDIVIDUAL WHOMSOEVER.

“Limited Access Data” is defined as the following: Your Prequalification Form (“**PQF**”), specific insurance information, any and all data gathered during an Audit, EMR and OSHA data.

“General Access Data” is defined as Your name, description of services, the states, countries and jurisdictions in which You operate and/or have offices, contact information of Your listed main point of contact, and Your logo.

You hereby grant to the Avetta a non-exclusive, transferable, fully-paid, worldwide, perpetual, irrevocable license and right (i) to use, modify, copy, reproduce, transmit, sub-license, index, model, aggregate, publish, display and distribute Your User Content to provide the Avetta Services to You and all of Avetta’s other Client and Supplier customers, and (ii) to irrevocably anonymize and aggregate Your User Content in order to perform research and development activities and statistical analysis, develop analytic models and to develop and provide other products and services relating to prequalification checks.

SUPPLIER USER CONTENT AND SUPPLIER LISTS

Notwithstanding the foregoing, if You are a Supplier and have submitted User Content, You acknowledge and We agree that Your Supplier User Content: (i) will be shared with other authorized Client users appearing on Your **“Client List”** which are linked to Your account; (ii) Clients can link to Your account and You can review at any time by logging in to Your account; (iii) at any time You can add or remove any Client from the Client List by either contacting Us or using the Web interface; (iv) any user from a Client not listed on Your Client List cannot access Limited Access Data; and (v) other Suppliers do not have access to Limited Access Data.

You further acknowledge and We further agree that: (i) General Access Data will be used to assist Clients who are searching for potential bidders; (ii) only Clients listed on the Avetta Client

list will be able to view this General Access; and (iii) General Access Data is not public data, but is password protected and shared only with our consortium Client members.

Suppliers acknowledge and agree that any one of Our consortium Client members of the Avetta Network may add Your account to the approved “**Supplier List**” of such Client. This generates a notification email to Your primary user, stating which Client added You to its approved Supplier List and when. If You do not wish to associate Your account with that Client, You may remove Your account from their approved Supplier List by contacting Us, in which case the Client will be notified that You requested to be removed from such Client’s approved Supplier List. If you do not ask Us to remove Your account within 3 days, Your credit card will be automatically charged as described above and in Attachment 2 “**Refund Policy for Suppliers**”.

Suppliers further acknowledge and agree that every time a Client indicates to Avetta that You are part of that Client’s supply chain, Avetta will place You on that Client’s approved Supplier List. This generates a notification email to Your primary user, stating which Client added You to its approved Supplier List and when. If You do not ask Us to remove Your account within 3 days, Your credit card will be automatically charged as described above and in Attachment 2 “**Refund Policy for Suppliers**”.

We will use commercially reasonable efforts to accurately record the User Content submitted by You in Your account appearing on the Site and through the Avetta Services. Upon logging in or by request, You will be provided with a completed copy of any Audit that We have performed on You as it will appear to Avetta and Clients on the Site and through the Avetta Services. It shall be Your responsibility to review the User Content and other Content contained in such completed Audits and to verify that the information contained in the Audit form is and remains complete and accurate. You further agree to promptly notify Us of any errors or omissions in the User Content or other Content relating to You contained on the Site or through the Avetta Services.

Suppliers acknowledge and agree that any Audit performed by Us is for the purpose of gathering the required documentation for review by potential Clients. We are not responsible for record retention with respect to Your records or any information You provide to Us in connection with Your use of the Avetta Services and Site. Unless, prior to Our disposal of any of Your information, You specifically request in writing to have any of Your documentation returned to You, We have the right to dispose of such information without returning such information to You.

AVETTA PROPRIETARY RIGHTS

Avetta (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Avetta Services (and all of the underlying technology, software and analytics), and Content provided by Avetta (but excluding Your User Content), any models, methods, algorithms, discoveries, inventions, modifications, customizations, enhancements, extensions, derivatives, materials, ideas and other work product that is conceived, originated or prepared in connection with the Avetta Services or related to this Agreement.

Avetta and other Avetta graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Avetta in the U.S. and/or other countries. Avetta’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Avetta.

YOUR REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that:

- You are entering into this Agreement in Your professional capacity for trade, business, or professional purposes only, as a specialized services provider (if You are a Supplier), or as an operator in the field for which You seek a Supplier (if You are a Client), and not for your personal, family, or household purposes;
- You possess the legal right and ability to enter into this Agreement and to comply with its terms;
- You will use the Avetta Services and Site for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies;
- You will only use the Avetta Services and Site on a computer and/or mobile phone on which such use is authorized by the computer's and/or mobile phone's owner;
- the information that You provide is truthful and accurate and You have the right to provide such information;
- You are, at minimum, the age of majority in your jurisdiction of residence and You are an individual who is capable to form legally binding contracts under applicable law on behalf of the entity You represent.
- You agree not to:
 - upload, post, email, transmit or otherwise make available any Content that is false, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - use the Avetta Services or Site to harm minors in any way;
 - use the Avetta Services or Site to impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity;
 - forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Avetta Services or Site;
 - remove any proprietary notices from the Site or the Avetta Services;
 - cause, permit or authorize the modification, creation of derivative works, or translation of the Avetta Services or Site without the prior written permission of Avetta;
 - use Avetta Services or Site for fraudulent or unlawful purposes;
 - attempt to decompile, reverse engineer, disassemble or hack the Site or the Avetta Services, or to defeat or overcome any encryption technology or security measures implemented by Avetta with respect to the Site or the Avetta Services, or any of the Avetta Services and/or data transmitted, processed or stored by Avetta;
 - upload, post, email, transmit or otherwise make available any Content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- interfere with or disrupt the Site, the Avetta Services, or servers or networks connected to or operated with the Site, or disobey any requirements, procedures, policies or regulations of networks connected to or operated with the Site;
- use the Site or the Avetta Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule or regulation;
- use the Site or the Avetta Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the U.S.A. Immigration and Nationality Act or any similar legislation in other jurisdictions;
- use the Site or the Avetta Services to "stalk" or otherwise harass another; and/or
- use the Site or the Avetta Services to collect or store personal data about other users in connection with the prohibited conduct and activities set forth above.

YOUR CONFIDENTIALITY OBLIGATIONS

Our “**Confidential Information**” is defined as (i) any and all information to which You are given access or receive regarding any another Supplier or Client, and (ii) any information, including, but not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes, disclosed by Us or revealed as a result of Our provision of the Avetta Services; provided, however, that Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Us or any Client or Supplier, (ii) was known by You prior to its disclosure by Us or any Client or Supplier, (iii) is received from a third party without breach of any obligation owed to the Us or any Client or Supplier, or (iv) was independently developed by You without the use of or reference to Our Confidential Information.

You shall not use or disclose any of Our Confidential Information for any purpose other than for Your legitimate internal business purposes as necessary to realize the benefits of the Avetta Services offered by Us to You. You will use the same degree of care that You use to protect Your own confidential information of a like kind (but not less than reasonable care). You will limit access to Our Confidential Information to those employees and personnel who need that access for purposes consistent with realizing the benefits of the Avetta Services and Site as offered by Us to You.

INDEMNIFICATION FOR THIRD PARTY CLAIMS

You agree to defend, indemnify and hold harmless Avetta and Our officers, directors, members, managers, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (“**Loss**”) arising out of or resulting from any third party claim, suit, action or proceeding arising out of or resulting from Your use of the Avetta Services or Site , including, but not limited to, any third party claim, suit, action or proceeding arising out of such third party accessing the Content provided by You in connection with Your use of the Avetta Services or Site.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AVETTA BE LIABLE TO YOU FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING

OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AVETTA'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Notwithstanding anything to the contrary herein, Avetta shall not be deemed to be in default of any provision of this Agreement, or be liable to You or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, acts of any other person not under the control of Avetta or other similar causes.

NO WARRANTIES

YOU ACKNOWLEDGE AND AGREE THAT AVETTA MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, AND GUARANTEES OR REPRESENTATIONS IMPOSED BY LAW, INCLUDING THOSE RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE NON-INFRINGEMENT, ACCURACY, CORRECTNESS, COMPLETENESS OR CORRESPONDENCE WITH DESCRIPTION AND ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALL SERVICES PROVIDED BY AVETTA HEREUNDER ARE PERFORMED AND PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

You also acknowledge and agree that Your use of the Avetta Services and/or Site does not guarantee acceptance of work from You or any Client of Avetta. You are solely responsible for your interactions with other members of the Avetta Network. Avetta is not responsible for and hereby disclaims any responsibility or liability regarding interactions or disputes between or among You and any other Avetta Clients or Suppliers.

NOTICES, PERMISSIONS, AND APPROVALS

All notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Our addresses for such purposes is: Avetta, LLC, 17671 Cowan, Suite 125, Irvine, California 92614, Attention: Legal Department. Your notice addresses for such purposes shall be those addresses You provide to Us in Your profile.

GOVERNING LAW AND VENUE

We and You agree that this Agreement shall be governed exclusively by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. The United Nations Convention on Contracts for International Sale of Goods is hereby excluded. YOU EXPRESSLY WAIVE ANY RIGHT TO INVOKE OR CLAIM APPLICATION OF ANY OTHER LAW TO GOVERN THE CONCLUSION, PERFORMANCE, FAILURE TO PERFORM, TERMINATION OR EXPIRY OF THIS AGREEMENT. Subject to the Agreement to Arbitrate provisions below, We and You agree that any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Avetta Services shall

be subject to the exclusive jurisdiction of the state and federal courts located in Orange County, California.

IN THE EVENT OF A DISPUTE BETWEEN YOU AND AVETTA ARISING UNDER OR RELATING TO THIS SITE OR AVETTA SERVICES, EXCEPT WHERE PROHIBITED BY LAW, YOU OR AVETTA MAY CHOOSE TO RESOLVE THE DISPUTE BY BINDING ARBITRATION, AS DESCRIBED BELOW, INSTEAD OF IN COURT. ANY CLAIM (EXCEPT FOR A CLAIM CHALLENGING THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING THE CLASS ACTION WAIVER) MAY BE RESOLVED BY BINDING ARBITRATION IF EITHER SIDE REQUESTS IT. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

Class Action Waiver

EXCEPT WHERE PROHIBITED BY LAW, ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR WITH A PRIVATE ATTORNEY GENERAL CAPACITY.

Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, You or We may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

Governing Laws and Rules

These arbitration terms are governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply.

Fees and Costs

Each party shall pay for all of its costs to litigate or arbitrate this agreement including, but not limited to, the costs of its attorney's fees, filing fees, proceedings, or travel. The parties shall share equally in the arbitrator's fees and expenses and the cost of third-party facilities used for arbitration hearings.

Hearings and Decisions

Arbitration hearings will take place in Orange County, California, USA. A single arbitrator will be appointed. The arbitrator must: (i) follow all applicable substantive law, except when contradicted by the FAA; (ii) follow applicable statutes of limitations; (iii) honor valid claims of privilege; and (iv) issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either You or We may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the original award issues. The appealing party pays all

appellate costs unless the appellate panel determines otherwise as part of its award. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

Other Beneficiaries of this Provision

In addition to You and Avetta, the rights and duties described in these arbitration terms apply to Our affiliates and Our and their officers, directors and employees; any third party co-defendant of a claim subject to this arbitration provision; and all joint account holders and authorized users of Your account(s).

Survival of this Provision

This arbitration provision shall survive: (i) closing of Your account; (ii) voluntary payment of Your Account or any part of it; (iii) any legal proceedings to collect money You owe; and (iv) any bankruptcy by You.

MISCELLANEOUS TERMS

You and We are independent contractors to each other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between Us. You may not assign or delegate Your rights or obligations under this Agreement without the prior written consent of Avetta. Avetta may assign its rights under this Agreement including without limitation, in connection with the sale of Avetta, whether by merger, asset sale, stock sale or otherwise. Further, Avetta may perform any or all of its obligations through an affiliate or a third party contractor. Any provisions of this Agreement which are intended by their nature to survive termination or expiration shall so survive, including without limitation, Your obligations to indemnify Us, the limitations on Our liability, the confidentiality obligations herein and the governing law and venue provisions shall survive termination of Your subscription. The parties have expressly requested that this Agreement and any related document be prepared in the English language. Les parties aux présentes ont expressément demandé à ce que cette Entente et les documents qui s’y rapportent soient rédigés en anglais. The English text shall be controlling in all respects, notwithstanding any translation hereof required under the laws or regulations of another country. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof. This Agreement is the entire agreement between You and Us regarding Your use of Avetta Services and the Avetta Site and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any provision of this Agreement that is held to be wholly or partially invalid, illegal or unenforceable will be deleted from this agreement to the extent that it is invalid, illegal, or unenforceable and the remaining provisions will continue in full force and effect. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

SUPPLEMENTAL TERMS

The terms of this Agreement are applicable for all users of the Site and Avetta Services. However, in order to properly govern additional terms of Your use of the Site and the Avetta Services, below are links to supplemental terms, which are hereby incorporated into this Agreement by this reference.

<u>NAME OF ATTACHMENT</u>	<u>ATTACHMENT/LINK</u>
PRIVACY POLICY	ATTACHMENT 1
REFUND POLICY	ATTACHMENT 2



ATTACHMENT 1

PRIVACY POLICY

(see separate document at link below)

The Avetta, LLC Privacy Policy is available to view at <https://organizer.avetta.com/About.action>

ATTACHMENT 2 REFUND AND RENEWAL POLICY

Supplier is entitled to a full refund only if Supplier's credit card is accidentally double charged or charged in error. For example, Supplier will be entitled to request a full refund if Supplier submits payment twice for the same membership, or if Supplier pays for membership with a credit card and also sends a check to Avetta for membership.

Supplier is entitled to a partial refund if Supplier decides within 7 days of registration that it registered in error and contacts Avetta within 7 days. Partial refund is defined as a refund of the membership fee only. The Activation fee will not be refunded for any reason. The annual membership fee can be refunded if and only if no Audit has been commenced by Avetta and Supplier has contacted Avetta within 30 days of registration. Audits that have commenced that prevent the refund are the following: Annual Update Audit, PQF Verification, InsureGUARD™, Manual Audit, Implementation Audit, or any other audit requested by Client.

No refunds are offered after the payment of a renewal charge. It is Supplier's responsibility to contact Avetta and request to deactivate membership 30 days before the Membership Date -- listed in the Edit Account page -- should Supplier choose not to renew their account.

It is the contractor's responsibility to ensure the contact email is a valid email address.

Partial refunds will be paid using the same method that Supplier used to pay - For example, if Supplier used a credit card to pay, then any refund (as applicable) will be issued to that same credit card.

As described in the "AVETTA SERVICES" section of the Terms of Service:

- Your account will be automatically renewed each 12 months unless You call to cancel Your account 30 days prior to its renewal date. In the event of an operator-requested upgrade, Your primary user will be notified via email immediately. The invoice will be created three days after the upgrade event and the upgrade charge will occur 7 days later. If your account is deactivated and then subsequently reactivated, you will be charged the then standard Activation fee.

As described in the "SUPPLIER USER CONTENT AND SUPPLIER LISTS" section of the Terms of Service:

- In the event a Client selects You for an upgrade by selecting You for their approved Supplier List, Your primary user will be notified via email immediately. The invoice will be created three days later the upgrade event and the upgrade charge will occur 7 days later.
- In the event a Client indicates to Avetta that You are part of that Client's approved Supplier list, and Your primary user will be notified via email immediately. The invoice will be created three days after the upgrade event and the upgrade charge will occur 7 days later.

Our annual pricing can be seen on the facilities page, which You will be able to review before completing registration.