

The USA Buyers Marketplace

VENDOR AGREEMENT

Welcome to the USA Buyers Marketplace!

This electronic Marketplace will enable your company ("Vendor") to bid on requests and sell goods and services efficiently and competitively over the Internet to Buying Entities across the country of all types and sizes. This Marketplace is operated by international eProcurement, LLC ("IELLC").

The USA Buyers Marketplace will provide to participating Vendors access to Bids from all participating Buying Entities across the country on a local, state, regional, or national basis. It will also provide to participating Buying Entities the ability, among other things, to solicit requests and receive bids and proposals, make awards, and communicate to participating Vendors through the Marketplace.

In utilizing this Marketplace as a Vendor, it is important that you understand the nature of the Marketplace and certain terms and conditions that govern its use. Your acknowledgment of this agreement and your subsequent use of this site constitute your agreement to these terms and conditions, which are stated below. Before conducting sales and maintenance activities, you will be asked to confirm this agreement the first time you login to the marketplace.

TERMS AND CONDITIONS OF USE

In using this site, you (Vendor and individual authorized user) agree to the following:

Conduit Services Only. The USA Buyers Marketplace provides an Internet conduit through which you may communicate the availability of your goods and services to participating Buying Entities, for those Buying Entities to communicate their procurement needs to you, and for you to respond to requests of all types in an electronic format when asked for by the participating Buying Entity. You understand, however, that this site operates only as a venue for entering these transactions and that the participating Buying Entities are not controlled by IELLC.

Accordingly, IELLC makes no representation of any kind concerning the transactional history or financial stability of the Buying Entities, and you must look only to the Buying Entities with which you choose to transact business for performance of any agreements with them.

Buyer Representations and Warranties. IELLC does not verify or vouch for the information supplied or representations made by Buying Entities on this site and make no warranty of any kind to you concerning any Buying Entity utilizing this Marketplace. You must look solely to the Buying Entity with respect to any supplied information, representations, and warranties. Therefore: 1) IELLC DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING BUYING ENTITY AND A VENDOR, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) IELLC FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYING ENTITY.

Coded Access. The USA Buyers Marketplace is available only to registered Vendors and Buying Entities. Accordingly, access to the Marketplace is limited to Vendors having email addresses and passwords created by the vendor. In addition, only authorized Vendor personnel who hold individual emails and passwords created by them may bid or make sales on the marketplace. You agree not to divulge your Vendor password, to anyone outside your company. If you allow that password to fall into the hands of an unauthorized person, IELLC has no way of detecting unauthorized use of your communications and is not responsible for such unauthorized use of the marketplace. PLEASE SAFEGUARD YOUR PASSWORDS. Unauthorized users of this Marketplace may be subject to both civil and criminal prosecution under state and federal law.

Availability of the Site. While every effort will be made to keep the site operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree that the services provided on this site are provided as is

and that neither you nor your company will have any claim against IELLC because of any non-availability of the site at a particular time or times or any failure of the Marketplace to operate as intended.

Vendor Responsibility. You understand and agree that you assume full and sole responsibility for the use of this site. If you are dissatisfied with any aspect of this site or the services it provides, your remedy is to either cease using the site or to deliver to the USA Buyers Marketplace any recommendations for improving the Marketplace. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST IELLC IN CONNECTION WITH THE USA BUYERS MARKETPLACE OR YOUR USE OF THIS MARKETPLACE.

Information You Provide. You agree that any information you provide about yourself or your company when registering to use the USA Buyers Marketplace or after registration is true, accurate, current, and complete and that you will maintain and update that information to ensure that it remains true, accurate, current, and complete. If IELLC suffers any claim or incurs any liability because of (i) information entered the site by users of your company's account or (ii) a breach of any warranty you make to any Buying Entity, your company will indemnify IELLC against such claim or liability including costs and attorney's fees incurred in defending against it.

Security. IELLC uses industry-standard security measures, including encryption, to safeguard any information you may provide to us on our website. Your company has the responsibility to manage your internal security by safeguarding your company's password and establishing your own internal security procedures, as you would for paper transactions, to assure the proper use of the Marketplace. In the event of any compromise in the security of the Marketplace, you agree to immediately report the same to IELLC and a new password will be assigned for your company's use. However, please remember that perfect security does not exist on the Internet, and IELLC does not and cannot guarantee that information will in all cases remain secure.

Responsibility for Sales Activities. You agree that the full responsibility for the sales process lies with your company. It is solely your responsibility when using

this Marketplace to comply with all applicable local, state, and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. IELLC shall have no responsibility for ensuring that sales of goods or services using this Marketplace will comply with such laws, ordinances, regulations, and policies. As in a paper sales transaction, the Vendor, in using the Marketplace, has the responsibility solely and exclusively for the sale including, but not limited to, the following:

- Preparing and assuring the completeness of any bids, quotes, or proposals
- Selecting appropriate procurement opportunities
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of contracts
- Assuring proper authorization to enter a contract and the proper administration of any resulting contract
- Maintaining the security and the integrity of the procurement process

Disclosure of Fees. There are no costs for a Vendor to receive requests from any one Buying Entity of your choice. If you decide to select one of the other Marketing Levels, then you agree to pay the annual fee based on the Marketing Level you select. You agree to pay IELLC any yearly Marketing / Communication fees outlined on the Service Level page (located on the National Sign Up Now Vendor Page, or in the Service Level link on the software menu once you are logged in). These fees are only for one year at a time. You will receive an invoice on the anniversary date, at which time you may decide whether to renew your membership for another year, or to decline. We do not retain Credit/Debit Card information. IELLC reserves the right to change its fees at any time for any reason; provided, however, that IELLC will give at least 30 days' notice of such change.

Privacy Policy. This is how we handle information we learn about you from your visit to our site.

The information we receive depends on what you do when visiting our site. If you visit our site to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an

America Online account), and the date and time you access our site. We use this information to measure the number of visitors to different sections of our site, so that we can make our site more useful to our visitors. If you actively participate in using or providing any of the services offered through the site, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, and email address). We do not share this personally identifiable information with any third parties. We may, however, share aggregate transactional information.

"Cookies" are files or pieces of information sent to your browser when you visit a website, and you will find them at most sites. Most browsers are initially set to accept cookies. If you would prefer, you can set your browser to refuse cookies or to alert you when cookies are being sent so that you can flush them from your browser if you object to their presence.

There are two types of cookies: persistent and non-persistent.

Persistent cookies are stored on the hard drive of your computer and remain there until they expire, or you delete them. They are used to provide tailored information to a return visitor to the site by remembering what pages the visitor has viewed previously. We do not use persistent cookies on this site.

Non-persistent cookies are used during a particular session but are not stored on your computer's hard drive when the session is over. The information is stored only temporarily and is used primarily for technical reasons such as ease of navigation, authentication of passwords, placing samples in a shopping cart, and so on. We do use non-persistent cookies to enhance your visit to this site; these cookies disappear automatically as soon as you end your session.

If you wish to use a link to another website or to do business with another user of the site, you may be asked by the other user to provide certain confidential information. You agree not to hold IELLC responsible for any loss or damage of any sort incurred because of any such disclosure to another user through the site.

You may choose to send personally identifying information to other sites you have linked to through our site. We do not control the collection or use of this information and make no representations about the privacy policies of other sites.

We do not sell your company information to any outside source. We will however send you emails with information as to how to increase your exposure to our participating Buyers located within the marketplace, along with information about

other IELLC Marketplaces. We do this for two reasons, one to make sure you are aware of other potential opportunities for your company, along with making sure we keep our database current for our participating Buyers. As you will use your email as your login, we will disable the email if we receive a true bounce back. You may choose to re-enable this invoice at any time.

Reselling or Transfer. You agree not to resell or transfer your right to use the USA Buyers Marketplace to anyone, and you will not allow your password to be used by any other company or unauthorized person. If another person using your email and your created password uses the marketplace, your company will be legally responsible for any contract or liability that may result from the use of your email and created password.

Access to Internet. You agree that to use this marketplace you must: 1) provide and pay for your own access to the Internet, and 2) provide all equipment necessary for you to make the connection to the Internet.

Interference with Others. You agree not to use the site in a manner that would restrict or inhibit any other party's use of the services.

Links to Other Sites. This site may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under IELLC's control. You understand and agree that the linking of the marketplace to other sites does not mean that these sites are endorsed by IELLC, and IELLC is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

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Nothing in this paragraph prohibits you from printing, using, or reproducing any records or reports of your transactions using the USA Buyers Marketplace.

Framed Links. You may not create framed links to the site language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of IELLC.

Termination. IELLC reserves the right to terminate your access to this marketplace site or to any or all its services at any time, for any reason. In event of such termination IELLC shall have no responsibility to notify any users of this marketplace.

Changes to Terms and Conditions of Use. IELLC may from time to time amend these Terms and Conditions of Use. In the event of any such amendment, an email will be sent to all existing users of the Marketplace at that time. If there are any questions as to the amendment, you will need to contact customer support for clarification.

Law Applicable, Limitations. This site is controlled and operated by IELLC from its location in Las Vegas, Nevada. These Terms and Conditions of Use should therefore be construed in accordance with the laws of the State of Nevada, without regard to any conflict of law's provisions. Exclusively the Justice Court in Clark County, Nevada or the Eighth Judicial District Court for the State of Nevada shall resolve any dispute arising out of these terms and conditions. You agree that, notwithstanding any more permissive statute of limitations, you must file any claim or cause of action arising out of or related to your use of the site within

one (1) year after such claim or cause of action arises or be forever barred from doing so.

AGREEMENT

I agree on behalf of my company as a duly authorized agent to the above stated Terms and Conditions of Use and will acknowledge this when first logging into the USA Buyers Marketplace. If you understand and agree to all the terms and conditions in this Vendor Agreement, then you may proceed forward with the sign up process online, either through your chosen Buying Entity or <https://usabuyers.internationaleprocurement.com> website, if you have not already done so.