



Terms of Use

Effective March 27, 2021

THIS IS A BINDING CONTRACT; PLEASE READ THESE TERMS OF USE CAREFULLY. YOUR ACCESS AND USE OF THE SITES CONSTITUTE YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE. WE MAY UPDATE THESE TERMS OF USE FROM TIME TO TIME AND YOUR CONTINUED USE OF THE SITES AFTER SUCH UPDATES CONSTITUTE YOUR ACCEPTANCE OF SUCH UPDATES. IF YOU DO NOT AGREE WITH THESE TERMS OF USE YOU MUST IMMEDIATELY CEASE ACCESSING AND USING THE SITES. IF YOU ARE ACCESSING THE SITES ON BEHALF OF AN ORGANIZATION OR ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO ENTER INTO THESE TERMS OF USE AND TO BIND SUCH ORGANIZATION OR ENTITY TO THESE TERMS OF USE.

1. **Scope of These Terms of Use**

- 1.1 These Terms of Use are between Vendr, Inc., a Delaware corporation with offices at 501 Boylston Street, 10th Floor, Boston, MA 02116 ("**Vendr**", "**us**", "**we**", or "**our**") and the individual or entity accessing and using the Sites ("**you**" or "**your**"). These Terms of Use go into effect on the first date on which you access the Sites (the "**Effective Date**"), and apply to the Vendr website and related software platform located at www.vendr.com and all other Vendr-owned and/or -operated websites, including without limitation areas of these sites requiring user credentials to access (collectively, "**Sites**"). These Terms of Use also apply to any blogs, community forums, chat rooms, discussion sites, FAQs, or knowledge centers that Vendr may make available from time to time ("**Online Community**"), where you may upload, download, share, email, post, publish, transmit, or make available certain content (collectively "**Content**"). Notwithstanding anything to the contrary, you acknowledge and agree that Content and the Online Community may be available to, without limitation, Vendr's Clients, Vendr's prospective Clients, and technology providers of Vendr's Clients.
- 1.2 The Online Community does not include the data room ("**Data Room**") where clients of Vendr (each, a "**Client**") and/or Client's technology suppliers may upload and/or download confidential contractual information regarding a Client's vendor agreements ("**Deal Information**") for use by Vendr in providing various professional services to Client ("**Services**") pursuant to a separate contractual agreement, whether written or referenced online. Provisions specific to the Data Room and the treatment of Deal Information are expressly referenced in these Terms of Use. Vendr will use appropriate technical and administrative safeguards to maintain the integrity of Deal Information and will not share Deal Information except as necessary to provide the Services to the respective Vendr Client.
- 1.3 In the event that some areas of the Sites have additional terms and conditions that apply to your access to or use of that area of the Sites (collectively "**Additional Terms**"), such Additional Terms will be made available on such areas of the Sites and are hereby incorporated by reference into these Terms of Use. In the event of a conflict between these Terms of Use and the Additional Terms, the Additional Terms will control with respect to the subject matter of such conflict.
- 1.4 You represent and warrant that any Content or Deal Information you provide on or through the Sites is, to your reasonable knowledge, true, accurate, and complete. In the event you later determine such Content or Deal Information is not true, accurate and complete, you will use best efforts to update or modify such Content or Deal Information such that it is true, accurate, and complete. Failure to



comply with this section constitutes a material breach of these Terms of Use and Vendr may immediately terminate your right to access and use the Sites.

2. **Privacy**

- 2.1 Vendr's Privacy Policy, located at www.vendr.com/privacy-policy, details Vendr's privacy practices, both online and offline ("**Privacy Policy**"). Vendr collects, uses, processes, stores, and disposes of information about you and your use of the Sites, including website browsing data and Personal Data (as defined in our Privacy Policy) that you submit to Vendr, and may share such information and data with third-party service providers for the purpose of providing or improving our Sites, products and services (collectively, "**Services**"). Our use of such information and data shall at all times be in accordance with the then-current version of our Privacy Policy. Notwithstanding the foregoing, Vendr will not share Deal Information uploaded to the Data Room or otherwise shared with Vendr for any other purpose except to provide the Services to Client, provided that Vendr may use Deal Information in an aggregated and anonymized manner for analytics purposes.
- 2.2 In the event Vendr engages any sub-processor who will have access to Personal Data, Vendr will enter into written agreements with such sub-processors that contain data protection terms requiring such sub-processors to protect Personal Data in a manner consistent with Vendr's Privacy Policy and any applicable laws, rules, regulations, or ordinances, including without limitation data privacy laws and export control laws (collectively, "**Applicable Laws**"). A list of Vendr's then-current authorized sub-processors is available upon your request, which may be made by emailing privacy@vendr.com. Personal Data may be stored globally in accordance with our Privacy Policy, however, Vendr will not perform any cross-border transfer of any Personal Data unless there is an approved transfer mechanism in place. As of the Effective Date, any cross-border transfer of Personal Data will be through the approved transfer mechanism of the Standard Contractual Clauses for Transferring Personal Data to Non-EU Countries.
- 2.3 Vendr will maintain reasonable and appropriate technical and organizational measures to ensure the confidentiality and integrity of its processing systems and the Sites. Upon becoming aware of any incident or breach ("**Security Breach**") relating to the security of your Personal Data, Vendr will promptly notify you and will provide information as it becomes known or as is reasonably requested by you. Vendr will also take commercially reasonable steps to mitigate and, where possible, remedy the effects of, any Security Breach. Vendr will provide reasonable assistance to you, at your expense, in the event you are required by Applicable Laws to notify a supervisory authority or any data subjects of a security incident or breach.
- 2.4 Vendr will provide reasonable cooperation to you (at your expense) as needed to fulfill compliance obligations under Applicable Laws, to assist you with your own data protection compliance obligations, such as performing data protection impact assessments or participating in prior consultations with supervising authorities or other competent data privacy authorities. Vendr will also provide reasonable assistance to you (at your expense) to comply with any obligation arising from any request to exercise the rights of a data subject that may be applicable, and will in a timely manner execute data handling requests related to written contractual agreements executed between you and Vendr, such as file transfer and deletion requests.
- 2.5 Any questions pertaining to our privacy and security controls may be emailed to privacy@vendr.com.

3. **Personal Data of Others**

- 3.1 If you submit any Personal Data relating to other people or entities, you represent and warrant that:
 - (a) you have the authority to do so and to permit us to use the information in accordance with the



Privacy Policy and these Terms of Use; and (b) to the best of your knowledge, the information is true, accurate, and complete. If you subsequently discover the information to not be true, accurate, and complete, you will use best efforts to rectify the information such that it is true, accurate, and complete.

4. **Account Registration**

4.1 The Sites may require you to create an account, or to use federated authentication, to access the full range of features of the Sites, including areas of the Sites that require user credentials to access, including without limitation the Data Room. Access to and use of password-protected or secure areas of the Sites are restricted to authorized users with a registered account only. You agree not to share your password(s), account information, or access to the Sites with any other person or entity. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Sites. You agree to inform Vendr immediately of: (a) any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use; or (b) any breach of security related to your account or the Sites.

5. **Proprietary Rights**

5.1 The information and materials made available through the Sites, including the Content, are and shall remain the property of Vendr, its subsidiaries, affiliates, licensors and/or suppliers, and are protected by intellectual property and proprietary rights and laws. Subject to your compliance with these Terms of Use, solely for so long as you are permitted by Vendr to access and use the Sites, and provided that you keep intact all copyright and other proprietary notices, you may (a) view any Content on the Sites to which we provide you access hereunder, and (b) download and print one (1) copy of materials that Vendr specifically makes available for downloading (such as white papers) (the "**Documents**") from the Sites solely for internal business purposes, provided that the Documents may not be modified or altered in any way that could reasonably result in deceptive or inaccurate interpretations of the Documents. You may not otherwise use, download, display, perform, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, the Sites or any Content or information from this Sites, in whole or in part, without the express prior written authorization of Vendr. Some elements of the Sites are protected by intellectual property rights and other laws and may not be copied or imitated in whole or in part. In no event shall you remove any Marks (defined below) from the Documents when using the Documents outside of the Sites. Notwithstanding anything to the contrary, as between Client and Vendr, any Deal Information remains the property of Client and Vendr's use shall only be as permitted

5.2 The trademarks, service marks, logos, and domain names referenced on the Sites are either common-law service marks or trademarks, or registered service marks or trademarks of Vendr (collectively, the "**Marks**") and are protected by Applicable Laws. Other names of actual companies and products mentioned on the Sites may be the trademarks of their respective owners and reference to them does not suggest sponsorship, endorsement, or association with Vendr, other than that they may have been given access to the Sites and the Online Community. No logo, graphic, sound, or image from the Sites may be copied or re-transmitted unless expressly permitted in writing by Vendr. Nothing contained on the Sites should be construed as granting any license or right to use any of Vendr's Marks or its affiliates' or suppliers' trade names, trademarks or service marks without Vendr's express prior written consent in each instance.

6. **Copyright Infringement Claims**



6.1 The Digital Millennium Copyright Act (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials found on the Sites infringe your copyright, you (or your agent) may send Vendr a notice requesting that Vendr remove the material. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Vendr a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <https://www.copyright.gov/> for details. Vendr suggests that you consult legal counsel before filing a notice or counter-notice. Notices and counter-notices should be sent to:

Vendr, Inc.
Attention: Legal Department
501 Boylston Street, 10th Floor
Boston, MA 02116
Email: legal@vendr.com

Online Community Conduct

While using the Sites you will comply with all Applicable Laws. Users of the Sites must respect the rights and dignity of others, and your use of the Online Community is conditioned on your compliance with the reasonable expectations of conduct included in this section. You may upload, share, post, transmit, publish, or otherwise make available (“**Share**”) content, suggestions, enhancement requests, recommendations or other feedback created by you or for which you are otherwise authorized to Share (“**User Generated Content**”). You acknowledge that you own User Generated Content, and you hereby grant Vendr a non-exclusive, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy (in whole or in part), modify, display in any form, medium, or technology now known or later developed, distribute, and make derivative works of, including by incorporating or embedding into any product or service owned or offered by Vendr, or by combining with advertising or making reference to, any User Generated Content Shared by you relating to any product or service owned or offered by Vendr, without compensation to you. Notwithstanding the foregoing, any User Generated Content that is a suggestion or feedback related to the Sites shall be owned outright by Vendr and you shall retain no rights in or to such User Generated Content. You are solely responsible for User Generated Content and the consequences of its Sharing. Vendr may screen the User Generated Content that is transmitted or published through the Sites by using automated scripts, and you hereby consent to such screening by Vendr, it being understood that Vendr is under no obligation to screen User Generated Content prior to, or following display of User Generated Content on the Sites. Vendr reserves the right to remove or block access to any User Generated Content that violates these Terms of Use, is reasonably deemed illegal, or is otherwise reasonably objectionable in Vendr’s sole reasonable discretion. Vendr shall have the right, in its sole discretion, to refuse publication or remove from its systems, User Generated Content Shared by you. You acknowledge and agree the Sites and your access or use of the Sites, including submission of any User Generated Content, shall not be construed to create any employer-employee, agency, joint venture, or partner relationship with Vendr.

You agree that you will not:

- Share, post, transmit, or otherwise make available through or in connection with the Sites:
 - Anything that is or may be (a) threatening, harassing, degrading, or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, or otherwise objectionable; or (e) protected by copyright, trademark, or other proprietary right without the express prior consent of the owner of such right.
 - Any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense.



- o Any malicious code, virus, worm, Trojan horse, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware, software or telecommunications device.
- o Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," investment scheme, or any other form of solicitation.
- Use the Sites for any fraudulent or unlawful purpose.
- Harvest or collect Personal Data about other users of the Sites.
- Impersonate any person or entity, including any representative of Vendr or its affiliates; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that Vendr endorses any statement you make or any product or service that you or your organization may make available to your customers.
- Interfere with or disrupt the operation of the Sites or the servers or networks used to make the Sites available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Sites (including by hacking or defacing any portion of the Site).
- Use the Sites to advertise or offer to sell or buy any goods or services without Vendr's express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Sites (including any Content).
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Sites (including any Content), except as and solely to the extent expressly authorized under applicable law overriding any of these restrictions.
- Remove any copyright, trademark, or other proprietary rights notice from the Sites or Content and other materials originating from the Sites.
- Frame or mirror any part of the Sites without Vendr's express prior written consent.
- Create a database by systematically downloading and storing all or any Content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Sites, without Vendr's express prior, written consent.

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You agree to indemnify and hold harmless Vendr, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, due to or arising out of User Generated Content that you Share, your violation of these Terms of Use, the Additional Terms, or any additional rules, guidelines or terms of use posted for a specific area of the Sites or Content provided on or through the Sites, or your violation or infringement of any third-party rights, including intellectual property rights, or violation of Applicable Laws. This indemnification obligation will survive the termination of your Vendr account or these Terms of Use.

Termination of Use

Vendr may, in its sole discretion, at any time discontinue providing or limit access to the Sites, any areas of the Sites, or Content provided on or through the Sites. Furthermore, we may terminate or limit your access to



or use of the Sites if we determine, in our sole discretion, that you have infringed the copyrights of a third party or otherwise violated Applicable Laws. You agree that Vendr shall not be liable to you or any third party for any termination or limitation of your access to, or use of, the Sites or any Content, including Content that you may have Shared.

Third-Party Websites, Content, Products and Services

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Entire Agreement; Waiver and Severability

These Terms of Use, which incorporate the Privacy Policy and the Additional Terms, contain the entire agreement between you and Vendr governing your use and access of the Sites. The failure of Vendr to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or



provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable. The balance of the Terms of Use shall not be affected.

Governing Law; Venue

The laws of the State of Massachusetts, United States, shall apply to any disputes arising out of these Terms of Use or your access to or use of the Sites, and all claims arising out of or relating to these Terms of Use or the Sites will be litigated exclusively in the federal or state courts of Suffolk County, Massachusetts, USA. You expressly waive all rights to a jury trial.

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