

WBE VENDOR AGREEMENT

Welcome to the NWBOC e-Procurement Marketplace!

This electronic system will enable your company (“WBE vendor”) to sell goods and services efficiently and competitively over the Internet to corporations, institutions and government entities (“Purchasers”) nationwide, whose initial objective is to source and award business to women business enterprises nationwide. This system is operated by Economic Engine (“EE”) with licenses for name, logo and information from National Women Business Owners Corporation (“NWBOC”). (EE and NWBOC are jointly and severally called EE/NWBOC)

The NWBOC e-Procurement System will provide to participating WBE vendors access to solicitations from Purchasers across the country on a local, state, regional or national basis. It will also provide to Purchasers the ability, among other things, to generate requisitions, solicit and receive bids and proposals, and make awards.

In using this system, it is important that you understand the nature of the system and certain terms and conditions that govern its use. Your signature on 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 your agreement to the terms and conditions as provided on the NWBOC e-Procurement System web site. After this is done, you may proceed to operate the system and conduct sales activities in the manner provided on the web site. You will be asked to reaffirm your agreement each time you log on.

TERMS AND CONDITIONS OF USE

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

Conduit Services Only. The NWBOC e-Procurement System provides only an Internet conduit through which you may communicate the availability of your goods and services to Purchasers, for Purchasers to communicate their procurement needs to you, for you to respond to requests for quotations, bids or proposals, and for you to enter into contracts to sell to Purchasers in electronic form. You understand, however, that this site operates only as a venue for entering into these transactions and that the participating Purchasers are not controlled by EE/NWBOC. Accordingly, EE /NWBOC makes no representation of any kind concerning the transactional history or financial stability of Purchasers, and you must look only to the Purchasers with whom you choose to transact business for performance of any agreements with them.

*NWBOC E-Procurement System is a product of and operated by National Women Business Owners Corporation

Buyer Representations and Warranties. EE /NWBOC does not verify or vouch for the information supplied or representations made by Purchasers on this site and make no warranty of any kind to you concerning any Purchaser using this system. You must look solely to the Purchaser with respect to any Purchaser-supplied information, representations and warranties. Therefore: 1) EE /NWBOC

DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PURCHASER AND A WBE VENDOR, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EE /NWBOC FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY PURCHASER.

Coded Access. The NWBOC e-Procurement System is available only to participating WBE vendors. Accordingly, access to the system is limited to WBE vendors having assigned access codes and passwords. In addition, sales may be made on the system only by authorized WBE vendor personnel who hold individual authorization codes. You agree not to divulge your WBE vendor access code, password or any individual authorization code to anyone outside your company. If you allow either code or password to fall into the hands of an unauthorized person, EE /NWBOC has no way of detecting unauthorized use of your codes and is not responsible for such unauthorized use of the system. PLEASE SAFEGUARD YOUR ACCESS AND AUTHORIZATION CODES. Unauthorized users of this system 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 EE /NWBOC as a result of any non-availability of the site at a particular time or times or any failure of the system to operate as intended. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN OR REFERENCED IN THIS AGREEMENT: EE /NWBOC DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE; AND EE /NWBOC DOES NOT WARRANT THAT THE OPERATION OF THE E-PROCUREMENT SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL THE DEFICIENCIES OR ERRORS WILL BE CORRECTED.

WBE 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 sole remedy is to cease using the site. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST EE /NWBOC, OR ANY OF THEIR OFFICERS, DIRECTORS OR AGENTS, IN CONNECTION WITH THE NWBOC E-PROCUREMENT SYSTEM OR YOUR USE OF THIS SYSTEM.

Information You Provide. You agree that any information you provide about yourself or your company when registering to use the NWBOC e-Procurement System or subsequent to 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. Your participation in this NWBOC e-Procurement System as a certified woman business enterprise constitutes your representation to EE /NWBOC and/or Purchasers that you have been validly certified and that you met all the requirements for such certification at the time of your certification and continue to meet all such requirements as long as you participate in the NWBOC e-Procurement System. If EE /NWBOC suffers any claim or incurs any liability as a result of (i) information entered into the site by users of your company's account or (ii) a breach of any warranty you make to any Purchaser, your company will indemnify EE /NWBOC against such claim or liability including costs and attorneys fees incurred in defending against it.

Your Status With NWBOC. You agree that NWBOC may indicate as part of your registered information your status with NWBOC in one of the following categories:

- Has applied for NWBOC certification
- Has been denied NWBOC certification
- Has never applied for NWBOC certification
- Has not returned paperwork/payment to be recertified
- Has not maintained eligibility to be recertified

You acknowledge that many Purchasers are utilizing this website because of their relationship with NWBOC and it is important to such Purchasers to determine a WBE vendor's status vis-à-vis NWBOC. NWBOC will review the status at least monthly to determine if any WBE vendor status should be changed on the website. If a WBE vendor has undergone a change of status and believes that such change of status may significantly impact their marketing on the website, such WBE vendor may specifically contact NWBOC for clarification.

Security. EE /NWBOC 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 system. In the event of any compromise in the security of the system, you agree to immediately report the same to EE 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 EE /NWBOC 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 system to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. EE /NWBOC shall have no responsibility for ensuring that sales of goods or services using this system will comply with such laws, ordinances, regulations, and policies. As in a paper sales transaction, the WBE vendor, in using the system, 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
- Complying with all applicable legal requirements
- Establishing and adhering to the terms and conditions of contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract
- Maintaining the security and the integrity of the procurement process
- Maintaining your certification as a woman-owned business

Disclosure of Fees. You agree to pay EE the fees outlined in the Registration Form for the services rendered by EE. EE reserves the right to change its fees at any time for any reason; provided, however, that we will give at least 30 days notice of such change.

Privacy Policy. The following 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 do, 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 that EE /NWBOC have no liability for and you will not hold EE /NWBOC responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the site.

You may choose to send personal-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.

Reselling or Transfer. You agree not to resell or transfer your right to use the NWBOC e-Procurement System to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person. If the system is used by another person using your access code or password, your company will be legally responsible for any contract or liability that may result from the use of your access code or password.

Access to Internet. You agree that in order to use this system 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 EE /NWBOC'S CONTROL. YOU UNDERSTAND AND AGREE THAT THE LINKING OF THE SYSTEM TO OTHER SITES DOES NOT MEAN THAT THESE SITES ARE ENDORSED BY EE /NWBOC, AND EE /NWBOC 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 NWBOC e-Procurement System.

Framed Links. You may not create framed links to the site without express written permission from DET.

Termination. EE reserves the right to terminate your access to the site or to any or all of its services at any time. In event of such termination EE /NWBOC shall have no responsibility to notify third party providers of service or other users.

Changes to Terms and Conditions of Use. EE may from time to time amend these Terms and Conditions of Use. In the event of any such amendment, system users will, as a condition to further use of the NWBOC e-Procurement System, be required to acknowledge and agree to the amendment.

Law Applicable, Limitations. This site is controlled and operated by EE from its location in Lexington, Kentucky. These Terms and Conditions of Use should therefore be construed in accordance with the laws of the State of Kentucky, without regard to any conflict of laws provisions. Any dispute arising out of these terms and conditions shall be resolved exclusively by the state court in Fayette County, Kentucky or the U.S. District court for the District of Kentucky. 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 its duly authorized agent to the above stated Terms and Conditions of Use, and will acknowledge this each time I logon to the NWBOC eProcurement System.