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This License Agreement (hereinafter “Agreement”) is a legal contract between you (hereinafter referred to as “You” or “Your”) and e-Procurement Services, LLC, a Michigan limited liability company (“Licensor”) for Licensor’s e-Marketplace accessed through the Licensor’s website or software portal (the “eMarketplace”) for purchasing goods and products offered through the eMarketplace (“Products”) by participating suppliers selling Products through the eMarketplace (“Suppliers”). The term “eMarketplace” also includes any corrections, bug fixes, enhancements, updates or other modifications created and supplied by Licensor and any manuals or other documentation supplied by Licensor in conjunction with the eMarketplace.

BY CLICKING THE “ACCEPT” BUTTON OR OTHERWISE USING THE EMARKETPLACE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE EMARKETPLACE.

1. LICENSE TERMS

a. Registration Data. To use the eMarketplace, You may be required to complete an online registration form whereby You agree to (i) provide complete and correct registration data and (ii) maintain and update this information to keep it complete and correct. You may not register for the eMarketplace if you are under 18 years of age. If registration is required and Licensor discovers that your registration data is inaccurate or incomplete, Licensor may immediately suspend or terminate your license to the eMarketplace. Your registration information will be used to provide you the eMarketplace and information regarding our services. We may adopt further privacy policies from time to time regarding our website and the eMarketplace and any such policies shall be posted on Licensor’s website.

b. Purchasing. In order to purchase products using the eMarketplace, You must provide current and valid subscriber and credit card information. You agree to pay the product supplier the fees associated with the event for which you are registering and you hereby authorize the product supplier to charge your credit card for all such fees.

c. Product Responsibility. The eMarketplace facilitates the sale of Products sold by Suppliers participating in the

eMarketplace. You acknowledge that neither Licensor or any party sponsoring or participating in the eMarketplace shall have liability of any kind with respect to arising out of, connected with or resulting from the manufacture, selection, delivery, possession, use, operation or return of the Products.

d. Grant of License. Provided that You are in material compliance with the terms and conditions of this Agreement, Licensor hereby grants to You, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license (hereinafter “License”) to use the eMarketplace for its intended purpose. The eMarketplace is owned by Licensor and is provided to You on a license basis only.

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f. Modifications. Reverse Engineering. You agree that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the eMarketplace and Licensor is under no obligation to notify you of any such modifications. You shall not disassemble, decompile or reverse engineer the eMarketplace or attempt to do the same. You shall not permit or assist any third party to disassemble, decompile or reverse engineer the eMarketplace.

g. Reservation of Rights. Licensor hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including, but not limited to, Licensor’s right to license the eMarketplace to any third party.

2. INTELLECTUAL PROPERTY RIGHTS

a. Title. You agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the eMarketplace and any corrections, bug fixes, enhancements, updates or other modifications, whether made by Licensor or by any third party. No title to the eMarketplace is transferred to

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5. LIMITATION OF LIABILITY

IN NO EVENT WILL LICENSOR OR ANY SPONSOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS OR THE USE OF OR INABILITY TO USE THE PRODUCTS OR THE EMARKETPLACE OR FROM ANY BREACH OF WARRANTY, EVEN IF LICENSOR OR ANY SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF THE EMARKETPLACE IS AT YOUR OWN RISK. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY FROM ALL DAMAGES, LOSSES OR COSTS OF ANY KIND OR NATURE (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED \$1000.

6. GENERAL PROVISIONS

a. Modifications. Licensor may amend, alter or revise the terms of this Agreement at any time by (i) posting a revised Agreement on or accessible through Licensor's web site; and/or (ii) sending information regarding the Agreement amendment to the email address you have provided to Licensor. You are responsible for regularly reviewing the Licensor web site to obtain timely notice of such amendments. If You do not agree to accept the changes, Your sole remedy shall be to discontinue Your use of the eMarketplace.

b. Governing Law/Venue/Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to choice of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Venue and jurisdiction shall be proper only in the state of Michigan and each party hereby consents to such exclusive and personal jurisdiction and venue.

c. Termination. Without prejudice to any other rights, Licensor may terminate this Agreement if You fail to comply with the terms and conditions of this Agreement. In such event, Licensor may deny access to the eMarketplace and You must discontinue use of the eMarketplace.

d. Severability. The provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in

whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

e. Complete Agreement. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter.

f. Waiver. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

g. Third Party Beneficiaries. You acknowledge and agree that any sponsor of the eMarketplace is a third party beneficiary of the rights of Licensor under this Agreement.

h. Read and Understood. You hereby acknowledge that you have read and understand this Agreement and agrees to be bound by its terms.