

## BEELINE ACCESS TERMS

These terms govern Supplier's remote access to and use of the Vendor Management Systems owned and operated by Beeline, a web-based application delivered through a software-as-a-service model at the URLs [www.beeline.com](http://www.beeline.com) and [www.iqnavigator.com](http://www.iqnavigator.com) ("VMS"). Beeline.com and IQNavigator.com are sites operated by Beeline.com, Inc. and its affiliates, including IQNavigator, Inc. (collectively "Beeline"). The Supplier accepting these terms ("Supplier") may use the VMS associated with a Client's program to facilitate Client's procurement of contingent workers or other services from Supplier ("Purpose") and submit information which Beeline may process on behalf of a Client. You are a representative of Supplier who is authorized to bind Supplier to these terms. Your acceptance of these terms and use of the VMS constitutes both your and Supplier's agreement to these terms. If you do not have such authority, or if you do not agree with these terms, you must not accept this agreement and may not use the VMS.

### 1. VMS Access.

- a. Beeline hereby grants to Supplier a limited, nonexclusive, nontransferable right to use and access certain VMS areas designated by Beeline during the term solely for Supplier's use in fulfilling labor and/or professional requirements of a Beeline customer to which Supplier is an approved vendor of labor or professional services ("Client"). Supplier may use the instructions provided by Beeline for use with the VMS ("Documentation") in association with such approved use of the VMS. Supplier agrees to immediately notify Beeline of any unauthorized use of any registration or password. Supplier is prohibited from revealing or sharing passwords and is solely responsible for all activities taken by its users or through use of its passwords.
- b. Beeline does not authorize unsanctioned integrations or interfaces. Unsanctioned integrations involve systematic access to the VMS, data, or servers through authenticated user accounts. Examples of unsanctioned integrations or interfaces include VMS screen-scraping technology and proprietary Supplier systems. Beeline reserves the right to disable access of user accounts and IP addresses demonstrating suspicious unsanctioned behavior.

### 2. Proprietary Rights. Beeline, its affiliates and licensors, retain all right, title and interest in, to and under the VMS and Documentation, and in all software (including any configurations, enhancements, upgrades, subsequent releases, modules, features, system designs, specifications, algorithms, and performance results), source code and components thereof, and to all know how, ideas and developments derived thereby (the "Beeline Solution") and no title or right, or any intellectual property or other right therein, express or implied, is transferred to Supplier by virtue of these terms. The access granted hereunder is limited solely to remote access to the VMS via the World Wide Web and does not include the transfer or distribution of software or source code or any other rights in or to the Beeline Solution to Supplier.

### 3. Supplier Information. Supplier acknowledges and agrees that Beeline is not responsible for Supplier's acts or omissions, or the acts or omissions of Client. Supplier is solely responsible for any and all information it or its users (including employees and contractors) enter into the VMS (including but not limited to the accuracy, validity, legality, or authorization thereof). Supplier acknowledges that by entering data into the VMS it is providing such data to Client and Beeline will process such information entered into a Client's instance of the VMS solely on behalf of Client ("Client Data"). As between Beeline and Supplier, all information entered into a Client's instance of the VMS shall be considered Client Data over which Client is the sole controller. Beeline shall use such data for the Purpose or as directed by Client.

#### 4. Prohibited Uses; Termination of User Rights.

- a. Supplier shall not engage in any acts inconsistent with Beeline's proprietary rights in the Beeline Solution, including by copying, transmitting, distributing, selling, renting, leasing, transferring, reproducing, modifying, adapting, enhancing, translating, reverse engineering, disassembling, decompiling, attempting to derive source code, or creating derivative works from the VMS, Documentation, or Beeline Solution or any components thereof. Supplier shall not remove or destroy any proprietary markings, confidential legends or any trademarks or trade names of Beeline or its licensors placed upon or contained within the VMS or Documentation.
- b. Supplier shall not: (i) probe or breach or attempt to circumvent VMS security measures; (ii) transmit or modify any data or information that Supplier does not possess the lawful right to transmit or modify; (iii) use or access the VMS in violation of any applicable law or regulation; (iv) use any information accessed from the VMS for non-business purposes or for other than the properly licensed Purpose hereunder; or (v) post or transmit into the VMS any content that contains a virus, cancelbot, Trojan horse, worm or other harmful component. Beeline reserves the right to immediately terminate, restrict, or deny use or access of or to the VMS by any user or Supplier that Beeline reasonably determines is or may be engaged in improper use or access or is otherwise compromising the integrity of the Beeline Solution.
- c. Supplier acknowledges and agrees that VMS use and access involves browser-based technology that entails the transmission of information across the Internet. Beeline has no control over any unauthorized access or any event that occurs on servers, transmission media and equipment not controlled by Beeline.

#### 5. Confidential Information.

- a. The parties acknowledge and agree that they each may come into contact with confidential or proprietary information of the other party, including but not limited to components or elements of the VMS or Documentation which is designated, or which a reasonable person should know is, confidential ("**Confidential Information**"). The parties each agree that they will not, directly or indirectly, disclose any of the other party's Confidential Information to any third party, or use any of the other party's Confidential Information, for any reason other than in furtherance of these terms and the Purpose, except with the other party's prior written consent.
- b. Notwithstanding anything in these terms to the contrary, the term "Confidential Information" shall not include any information that (i) is or becomes generally known to the public other than as a result of a disclosure in breach of these terms; (ii) is rightfully in the possession of a party prior to disclosure by the other party; (iii) is received by a party in good faith and without restriction from a third party having the right to make such disclosure and not under a confidentiality obligation to the other party; or (iv) is independently developed by a party without reference to the Confidential Information of the other party. Confidential Information shall not include the fact of Supplier's participation in a Beeline program, and Beeline may disclose Supplier name to its clients. Either party may disclose Confidential Information of the other party if disclosure is required by law or process, but only after giving advance written notice to the other party to reasonably allow for an opportunity for that party to secure an appropriate protective order or other measure limiting disclosure.

- c. The parties acknowledge that the improper disclosure or use of Confidential Information may cause irreparable injury and damages may not be readily ascertainable, such that injunctive relief may be proper in addition to such other remedies as may be available at law or in equity. Either party shall advise the other party promptly in the event that it has reason to suspect a threatened or actual disclosure or improper use of the other party's Confidential Information contrary to these terms.
  - d. Supplier acknowledges that certain personal information (including personal data) of Supplier, Supplier employees, workers or contractors may be required by Client to be uploaded onto the VMS or otherwise provided to Beeline. Beeline may disclose this personal information to Client and third parties as necessary to provide the VMS and services offered through it, pursuant to instruction by the Client, or to accomplish the Purpose. Supplier acknowledges that Supplier has the sole obligation to comply with any applicable privacy/data protection legislation, including as it relates to any requirements to provide notification to or obtain consent from Supplier employees, workers, contractors, or any other individuals whose data Supplier provides to upload the aforementioned personal information onto the VMS, and for the personal information to be disclosed to Beeline's Client and third parties and otherwise used or processed for the purpose of Beeline's performance of its services as set out in the privacy policy that is applicable to the processing of personal data through the VMS, which can be found here [www.beeline.com/privacy-policy/](http://www.beeline.com/privacy-policy/) (the "**Privacy Policy**"). Supplier shall indemnify Beeline from and against any damages, suits, charges, losses, fines, penalties, costs, liabilities, interest and expenses (including reasonable legal fees) arising from any claim or other legal proceeding against Beeline in respect of Supplier's failure to comply with this obligation.
  - e. Supplier is responsible for providing only the personal data required for a Client program and entering any Sensitive Personal Data (all categories of personal data on which restrictions or prohibitions on processing are imposed by applicable data protection laws (including but not limited to special categories of data and data relating to criminal convictions or offenses as specified in the General Data Protection Regulation), as well as national identification number) only in and to the extent appropriate fields are designated by Beeline.
6. Warranty Disclaimer; Liability Limit. BEELINE OFFERS THE VMS AND DOCUMENTATION "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. BEELINE EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY AND TITLE. NO ACT OR STATEMENT BY BEELINE OR ITS PERSONNEL SHALL OPERATE TO MAKE OR CONSTITUTE A WARRANTY OR REPRESENTATION. EXCEPT FOR BREACH OF SECTIONS GOVERNING PROHIBITED USES OF CONFIDENTIAL INFORMATION OR CLAIMS EXPRESSLY INDEMNIFIED HEREIN, IN NO EVENT SHALL SUPPLIER OR BEELINE, ITS AFFILIATES OR LICENSORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF PROFITS, DATA, USE OF DATA OR LOSS OF BUSINESS ARISING OUT OF THESE TERMS.

IN ANY CASE, THE AGGREGATE LIABILITY OF BEELINE, ITS AFFILIATES AND LICENSORS, FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE PERFORMANCE OF THE VMS OR DOCUMENTATION, SHALL NOT EXCEED \$100,000 US DOLLARS WITHOUT REGARD TO WHETHER A CLAIM IS BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE AGGREGATE LIABILITY OF SUPPLIER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED \$100,000 US

DOLLARS. SUPPLIER'S LIMITATION OF LIABILITY WILL NOT APPLY TO MATTERS SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT, A SUPPLIER'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES AGREE THAT THIS PROVISION IS A RATIONAL LIABILITY ALLOCATION AND SHALL NOT BE INVALIDATED FOR FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

7. Indemnification. Beeline agrees to defend Supplier from and against any claim or action that the VMS or Documentation infringes a patent, copyright or trade mark when used according to these terms, and Beeline agrees to indemnify Supplier from any damages awarded against Supplier in any such infringement claim or action or settlement thereof, provided that (i) Beeline is promptly notified in writing of such claim; (ii) Supplier grants Beeline sole control of the defense and any related settlement negotiations; and (iii) Supplier cooperates with Beeline in the defense of such claim. Notwithstanding the foregoing, Beeline shall have no liability to Supplier for indemnification or obligation of defense to the extent the claim of infringement is based upon any VMS or Documentation being (i) used or accessed other than by Supplier for the expressly approved purpose and according to Documentation; (ii) modified by Supplier other than as approved in writing by Beeline; or (iii) used, accessed or combined with products not supplied by Beeline or agreed to by Beeline in the Documentation when the VMS or Documentation is/are not infringing absent such use or combination. The foregoing states the entire liability of Beeline with respect to claims of infringement of any patents, copyrights, service marks or trademarks by the VMS or Documentation or any part thereof.
8. Term; Termination. Either party may terminate these terms at any time for convenience, with or without cause by notifying the other party ten (10) days in advance of termination. Beeline reserves the right to immediately terminate, restrict or deny use of or access to the VMS or Documentation by Supplier or any individual user Beeline determines, in Beeline's sole discretion, is or may be engaged in improper use or access, in addition to any other rights or remedies Beeline may possess. All data entered into the VMS by Supplier will be managed by Client.
9. Notice. Beeline may notify Supplier with respect to the VMS by sending an email message to Supplier's account email address or by a posting on the VMS. Notices shall become effective immediately. Supplier may notify Beeline by sending an email to [vendorcompliance@beeline.com](mailto:vendorcompliance@beeline.com).
10. Governing Law and Jurisdiction. These terms and their interpretation shall be governed by the choice of law selected in the agreement between Beeline and the Client to which Supplier's VMS access in any dispute relates (which information Beeline will provide to Supplier upon request), without giving effect to the conflict of laws provisions thereof. The courts of such jurisdiction shall have exclusive jurisdiction over any matter arising out of or in connection with these terms of use. To the extent permitted by law, all arbitral or court actions or proceedings to enforce this agreement or any rights arising hereunder shall be brought solely in such jurisdiction in the venue specified in the Client's agreement with Beeline, and Supplier hereby waives any objection to such jurisdiction or venue and agrees to accept service or process in furtherance of this provision. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to these terms or the parties. The parties also disclaim application of any law based in any way on the Uniform Computer Information Transaction Act ("UCITA") to these terms or the parties.
11. Miscellaneous.
  - a. Any provision of these terms found to be invalid, illegal, or unenforceable shall be modified as minimally as possible to make the provision valid and legally enforceable while still reflecting the initial intention of the parties, and the remaining provisions herein shall otherwise remain in full force

and effect. The provisions of these terms which by their nature are intended to continue beyond the termination of these terms or the completion of any services shall survive the expiration or the termination of these terms by any party for any reason. Excluding only provisions specifically identifying fees associated with a particular Client program, these terms represent the entire agreement of the parties with respect to the subject matter hereof, and any such previous agreements entered into prior hereto (including agreements relating to Supplier's use of and access to the VMS) are revoked and superseded by these terms, and no representations, warranties, inducements or oral agreements concerning the subject matter hereof have been made by any of the parties except as expressly set forth herein.

- b. Any translations are provided for convenience only and will be non-binding. The English-language version of these terms shall prevail in the event of any conflict or different interpretation of language in a non-English translation.
- c. No failure or delay by either party in exercising any right under these terms shall operate as a waiver of such right.
- d. Beeline shall not be liable to Supplier for failing to perform its obligations hereunder because of circumstances beyond the reasonable control of Beeline.
- e. Beeline may update its minimum browser requirements at any time. The current supported browsers can be found under the Help Tab within the VMS. Beeline reserves the right to modify, suspend, or discontinue the VMS at any time with or without notice to Supplier, and Beeline will not be liable to Supplier or to any third party should it exercise such rights.
- f. A copy of these terms can be found in the VMS. Beeline reserves the right to change these terms or the Beeline Solution at any time. Supplier will be prompted to accept the new terms at subsequent log in and the new terms will be effective as from their acceptance by a user, individually and on behalf of Supplier. All inquiries about these terms can be directed to [vendorcompliance@beeline.com](mailto:vendorcompliance@beeline.com).