

PERISCOPE S2G
Terms & Conditions
Supplier User Agreement

SUPPLIER USER AGREEMENT

Below are the terms and conditions under which you (as a Supplier) may have access to Periscope Holdings, Inc's (hereinafter referred to collectively as "we," "us," "our" and other similar pronouns) online bid notification software known as "Periscope S2G" to respond to requests for quotes, proposals and information (the "Platform"). By accessing our Platform, you agree to these terms and conditions.

We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms will automatically be effective ten (10) days after they are initially posted on our site. This Agreement may not be otherwise amended except in writing signed by you and us.

1. Eligibility. The Platform is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, our Platform is not available to minors (under 21 years of age) or to those suspended from its use. If you do not qualify, please do not use our Platform. Furthermore, you may not assign or transfer your account or user identification with us to any other party.

2. Fees. Periscope has structured distinct models for fees which are assessed to Suppliers responding to bid solicitations posted on the Platform. All sales and fees paid to Periscope are final and non-refundable. Additional models may be added at any time.

You agree to pay fees in immediately available funds via credit or debit card. In addition to any remedies Periscope may have pursuant to this agreement or at law for non-payment, delinquency in payment may result in a delay or suspension of the right to use the Platform. In the event Periscope incurs any costs (including reasonable attorney's fees) from efforts collecting overdue fees, you agree to pay such costs.

You agree to pay all foreign, federal, state and local taxes, if applicable, related to your access to, use of or receipt of the Platform.

Free Bids: Certain Agencies/Organizations including States, Counties, Cities, Universities, Colleges, and School Districts etc. have chosen to sponsor their bids, thereby paying all associated fees to Periscope on behalf of the Supplier community. Therefore, Periscope will not charge any fees whatsoever for these bids.

Percentage Fee Bids: Certain Agencies/Organizations including States, Counties, Cities,

Universities, Colleges, and School Districts etc. have selected a pricing model whereby a percentage fee will be charged to the winning Supplier(s) of the awarded bid(s). This pricing model will be clearly defined in the Agency Bid document language. By registering with Periscope S2G, you agree to pay Periscope a fee equal to the stated percentage of the total amount of all

contracts and extensions thereto, for goods and/or services awarded to you for bids solicited "via this Platform". The percentage fee will be applicable to all bids, whether submitted electronically or by paper means. Unless Supplier and Periscope agree in writing to another arrangement prior to the awarding of a contract, the fee for "one-time" purchases shall be paid to Periscope within thirty (30) days following the receipt of awarded contract by Supplier. The fee for contracts with "multiple" purchases or payments shall be paid in equal installments based on the total value of the contract, divided by the number of months in the contract period, i.e. a one-year contract would result in Supplier making twelve monthly payments to Periscope. *Exception: If the purchasing Agency/Organization provides Periscope S2G with*

a monthly report of Purchase Order(s) they send to Supplier, then Periscope will invoice Supplier the amount stated in the Purchase Order(s) instead of equal payments. Should purchases or payments made by the purchasing Agency/Organization, pursuant to the awarded contract, be greater than the amount indicated when awarded, fee shall be adjusted accordingly at the end of the contract period; and additional payment from Supplier to Periscope shall be based on the purchasing Agency's/Organization's issuance of a Purchase Order(s) indicating the differing amount. A late fee will accrue at the rate of two percent (2%) per month for any fees not paid when due. Supplier will also be required to pay all costs of collection. Notwithstanding the foregoing to the contrary, the fees charged pursuant to this section shall not contravene laws of the State where Supplier is based. We may, in our sole discretion, change our fee policies, the fees we charge, and some or all of our Platform or services at any time. All fees must be paid in U.S. Dollars. Supplier is responsible for paying any and all applicable taxes.

Other: Some Agencies may require a fee to be paid directly to the Agency. Please see the Agency's terms and conditions for any fees charged by the Agency.

Additionally, Periscope S2G offers a bid notification service to subscribing Suppliers. The "Periscope S2G service uses a combination of technology and Research Specialists to monitor Agencies/Organizations including States, Counties, Cities, Municipalities, Colleges, Universities, and School Districts nationwide and in Canada to make their bids accessible within our platform. All subscription fees paid by registered Suppliers for the Periscope S2G notification service are final and non-refundable. All subscriptions are for one (1) user and- one (1) physical location. Suppliers needing more than one (1) user can purchase additional user licenses. Excess users from one location may not be shared with another location.

Platform

3. Communication Platform Only. You

acknowledge that our site simply provides the communication Platform and means to make you aware of bid notifications while allowing you to respond to bids and quotations and sell products

and services. We are not involved in the actual transaction between Suppliers and Buyers. As a result, we do not verify the identity of each Buyer, the truth or accuracy of statements made, or the ability of Buyers to buy products or services. We do not ensure that a Buyer will actually complete a transaction. You may wish to take steps to confirm identities and provide additional security to the transaction.

4. Release. Disputes between Buyers and Suppliers will be settled between them without our involvement, and we will have no liability whatsoever arising from communications or transactions made. Because we are not involved in the actual transaction between Buyers and Suppliers, in the event of a dispute, you release us, and our officers, directors, agents, subsidiaries and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. Quoting and Selling. As a Supplier, you must be legally and physically able to sell the item(s) for which you make quotations on our site. You must confirm that your item matches the item sought by Buyer and all terms of sale on the request for quotations made by each Buyer.

Once your bid has been accepted, you must deliver the item in accordance with the terms of the request for quotations and bid.

6. Fraud or Manipulation. We may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with our site including having more users or locations than you have subscribed. Neither Buyers, nor Suppliers may manipulate the price of any item nor interfere with other users' communications or transactions.

7. Accuracy of Information and Restrictions. You are solely responsible for all information you provide to us or other users on our site or in connection with the registration, request for quotation, bidding, or sale process ("**Your Information**"). We act as a passive conduit for the online distribution and publication of Your Information. You agree that Your Information and any items sold through this site: (a) will not be false, inaccurate or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) will not violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) will not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (g) will not create liability for us or cause us to lose (in whole or in part) the services of our Internet Service Providers or other Suppliers. Furthermore, you may not consummate any transaction that was initiated using our service that, by paying to us the

transaction fee could cause us to violate any applicable law, statute, ordinance or regulation. Solely to enable us to use Your Information, so that we are not violating any rights you might have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information.

8. Access and Interference. The Periscope site contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of our site or any transaction being communicated or conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to us by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our site without the prior expressed written permission of Periscope, except that it is expressly understood that the contents of any no-fee bid as defined under Section 2 herein may be downloaded, copied, and/or publicly displayed unless otherwise prohibited by the buying organization. Furthermore, you may not provide access to, or fee-based bid information from, the Periscope S2G site to any other party without the prior expressed written permission of Periscope.

9. Breach. Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to our site and Platform and refuse to provide our services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if we are unable to verify or authenticate any information you provide to us; or (c) if we believe that your actions may cause legal liability for you, our users or us.

10. Warranty. WE PROVIDE OUR SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Some States do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from State to State.

11. Liability Limit. IN NO EVENT WILL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE

12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. Indemnity. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

13. Legal Compliance. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your requesting quotations, submitting quotations, bidding, listing, purchase, solicitation of offers to purchase, and sale of items.

14. No Agency. You and Periscope are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

15. Notices. Except as explicitly stated otherwise, any notices will be given by postal mail to Periscope Holdings, Inc 5000 Plaza on the Lake, Suite 100, Austin, TX 78746 (in the case of Periscope) or to the e-mail address you provide to Periscope during the registration process (in your case). Notice will be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Periscope during the registration process. In such case, notice will be deemed given three days after the date of mailing.

16. Arbitration. Any legal controversy or legal claim arising out of or relating to this Agreement or our services (excluding legal action taken by Periscope to collect our fees and/or recover damages for, or obtain an injunction relating to, the Periscope S2G site, operations, intellectual property, and our services) that the parties to this Agreement are unable to resolve within thirty (30) days after written notice by one party to the other of the existence of such controversy or claim, will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in the State of Texas, and judgment on the arbitration award may be entered into any State or Federal Court within the State of Texas having jurisdiction thereof. Either you or Periscope may seek any interim or preliminary relief from a court of competent jurisdiction Austin, Texas necessary to protect the rights or property of you or Periscope pending the completion of arbitration. Each party will bear their own attorneys' fees. The fees and expenses of the arbitrators will be apportioned between the parties by the arbitrator in accordance with the findings and results of the arbitration. Should either party file an action contrary to this provision, the other party may recover attorneys' fees and costs up to \$1,000.00.

17. General. This Agreement will be governed in all respects by the laws of the State of Utah as such laws are applied to agreements entered into and to be performed entirely within Utah between Utah residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Periscope, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

18. Renewal. Each subscription shall automatically renew for successive additional periods of the same duration as the previous term ("Renewal Term"). Upon the commencement of each Renewal Term, you shall be liable to Periscope for payment of a Renewal Fee. You hereby consent to Periscope charging any such Renewal Fee to the credit card, or other payment method, associated with your account without need to provide any further notice or receive any further consent. Each "Renewal Fee" shall equal the Subscription Fee or Renewal Fee, as applicable, due to Periscope during previous term as may be increased by Periscope in its sole discretion by up to ten percent (10%); provided, if the Initial Term was greater than one (1) year, for purposes of calculating the initial Renewal Fee the Subscription Fee shall be prorated to one (1) year. All transactions are final and are non-refundable.

If payment of any Subscription Fee or Renewal Fee by you to Periscope is (i) not fully credited to Periscope's bank account immediately following a reasonable processing period as required by Periscope's payment processor, or (ii) cancelled, disabled, discontinued or otherwise dishonored in whole or in part, Periscope may, in addition to any other remedies available hereunder, immediately, and without notice, suspend your and all Authorized Users' access to, and use of, the Platform until Periscope receives full payment of all unpaid amounts, including Periscope's cost of collection, including, but not limited to, attorneys' fees and costs. Payment not received by Periscope when due will be subject to a late payment service charge at 1.5% per month or, if less, the maximum rate allowed by law. All fees paid to Periscope are final and non-refundable.

19. Term and Termination. This Agreement shall remain in effect until its termination as provided below. The Initial Term begins upon execution of this agreement and continues based on the duration of the subscription plan you are agreeing to purchase. This Agreement shall be renewed automatically for consecutive, succeeding terms thereafter (each a Renewal Term) under the same terms and conditions as the Initial Term unless either party gives notice of non-renewal to the other at least three (3) business days prior to the expiration of any term, provided that Periscope may notify you of standard price increases prior to your renewal date.

Notice of non-renewal is accomplished by visiting your Account Details page and disabling the auto-renewal function or by contacting our Customer Service team. If you cancel your subscription, you will not receive a refund of any fees already paid. Renewal of this agreement is subject to the consent of Periscope. In addition to any other remedies it may have, Periscope may terminate this Agreement due to non-payment of any amounts due by you to Periscope or otherwise materially breach this Agreement.

Upon termination of the Agreement, you shall immediately cease all use of and all access to the Platform. You agree that on expiration or termination of this Agreement for any reason, all of your rights in respect of the Platform (including the right to access the Platform) shall end.