

OXYGEN FINANCE®
Oxygen Network Supplier Terms of Use
(Revised June 1, 2016)

This Agreement (the “Agreement” or “Terms of Use”) applies to your use of the Oxygen hosted services and any related products and services (collectively the “Oxygen Network” or the “Network”). By clicking the ‘Terms and Conditions’ box you confirm that you are an authorized representative of your organization (referred to herein as “you” and “Supplier”), and that the organization you represent agrees to be bound by this Agreement, including the Terms and Conditions. This Agreement shall be effective from the date that you click the ‘Terms and Conditions’ box. References in this Agreement to “Oxygen” mean Oxygen Finance Americas Inc., and references to “Site” mean any Oxygen internet site, page (and all sub-pages), URL, domain, and all information and content thereon, including the Oxygen Network.

1. AMENDMENTS TO THIS AGREEMENT

We may modify these Terms of Use from time to time. We will notify you of any such changes and of the effective date thereof by notification on the Oxygen Network and by email to the email address you provide when you register for the Oxygen Network (as such email address may be updated by you through the Oxygen Network from time to time). Generally, we will endeavor to provide notice of changes at least 30 days prior to their effective date. Following notice to you of any such change, your use of the Oxygen Network after the effective date of any such change will constitute your agreement to such change. You will, however, continue to be bound by the applicable prior version of our Terms of Use until such time as you have indicated your agreement to the changes in the manner contemplated by the prior sentence or by other mechanism of agreement.

2. AUTHORITY AND THIRD PARTY BENEFICIARIES

You acknowledge that you are entering into this Agreement in order to participate on the Oxygen Network and provide certain pricing and other benefits and accommodations to parties that are customers-in-common of both Supplier and Oxygen (“Customers”). You agree that Customers are intended to be third-party beneficiaries of the benefits and accommodations you provide pursuant to this Agreement. You further agree that the rights and promises made by Oxygen and by you in this Agreement and the other benefits of participating on the Oxygen Network constitute sufficient consideration for your agreements herein.

You also acknowledge and agree as follows:

Where an agreement between a Customer and Supplier (“Supplier-Customer Agreement”) includes a fee estimate fee structure (fixed fee or otherwise) or minimum fee commitments that includes interim, installment, milestone or similar payments and the Customer qualifies for a discount (in accordance with applicable Customer Payment Terms) on a particular payment, the amount of such discount will apply to the specific payment and will also reduce the total estimate or amount payable, as applicable, in the aggregate. All of Customer’s rights and obligations with respect to Supplier tied to such amounts will thereafter apply to such amounts as so adjusted. (By way of example: if the fixed fee for a Customer is \$1,000, payable in 10 equal installments of \$100, and Customer qualifies for a 2% (or \$2) discount on the first payment, then as of such payment, the total of the fixed fee will be reduced to \$998.)

To adjust for changing cost of funds, for every 0.25% change in the Federal Funds Rate from the rate on the effective date of this agreement, any agreed to Early Payment Discount Rate will be adjusted in the same direction as the Federal Funds Rate change by 0.25% multiplied by the number of days paid early divided by 365 days (by way of example: if the Fed Funds Rate goes up by 0.25%, for a payment made 20 days early, the Early Payment Discount Rate would increase by 0.25% times 20 days divided by 365 days (which equates to a 0.0135% increase)).

Further, if a Customer makes a payment subject to discount terms after the eligibility date for the particular discount, Supplier agrees that its claim against Customer will be limited to the amount of the discount discrepancy and it must notify Customer of that discrepancy within 90 days after the payment date or its claim regarding the discount discrepancy is waived. For clarity, Oxygen is not responsible for any amounts owed by a Customer.

3. RESPONSIBILITY FOR CUSTOMERS

You agree that neither Oxygen nor any of Oxygen's affiliates, licensors, partners, or other contributors to the Site (collectively, "Other Parties") will be responsible to Supplier for any actions or omissions by any Customer, including, but not limited to, any failure by a Customer to pay any amount owed to Supplier under any agreement between a Customer and Supplier ("Supplier-Customer Agreement").

4. OWNERSHIP AND LICENSE

The Site and all Content on the Site are (and shall continue to be) owned exclusively by Oxygen or Other Parties. Under no circumstances will you acquire any ownership rights or other interest in any Content by or through your use of the Site. Subject to the terms and conditions of this Agreement, and until your registration to the Site is cancelled or either party otherwise terminates this Agreement, Oxygen grants you a non-exclusive, non-sublicensable, non-transferable, limited license to view, print and use the Content from the Site solely for your internal purposes in connection with your use of the Site.

5. SUBMISSIONS OF INFORMATION BY YOU

As used herein, "Information" means all data, information, documents, files and materials (including, but not limited to, personally-identifying information and other information relating to individual persons) disclosed by one party to the other in connection with the Site or your use of the Site; and "Content" means all Information, data, documents or other material, in any form or media, contained in, obtained from, or relating to the Site, including all results obtained from the Site. If you submit Information or Content to the Site, you grant Oxygen a perpetual, irrevocable, worldwide, nonexclusive, royalty-free, sublicensable and transferrable license to use, link to, utilize, copy, disclose and prepare derivative works of the submitted Information and Content (i) in order to maintain the Oxygen Network and provide associated services to you and to Customers, including by identifying you as a participant on the Oxygen Network to Oxygen's current and prospective customers, and (ii) if aggregated with other data such that Supplier is not identified or reasonably identifiable through such information, for any other purpose. Notwithstanding the foregoing, in no case will Oxygen disclose the particular discount terms that you make available to any Customer to anyone other than that Customer, which discount terms will be considered to be your Confidential Information for purposes of this Agreement.

6. PASSWORD PROTECTED AREAS; THIRD-PARTY SERVICES

If you are allowed access to password-protected areas of the Site, you agree to keep your password confidential and to notify Oxygen immediately via the contact information provided in Section 8 if your password is compromised or you believe that it may have been compromised. You are responsible for any use (including any unauthorized use) of the Oxygen Network using your password. From time to time, Oxygen may offer products, services or functionality that are supported by third parties and that may be subject to the terms and conditions imposed by such third parties. All such products, services and functionality will be provided by Oxygen on an "AS IS" basis, and your use thereof are at your own risk.

7. CERTAIN RESTRICTIONS ON USE; COMPLIANCE WITH LAW

You agree not to: (i) use any device, software or technique to interfere with or attempt to interfere with the proper working of the Site; (ii) publish, perform, distribute, prepare derivative works, copy, reverse engineer, or use the Content (other than as expressly permitted herein); (iii) post or transmit into or on the Site any

Information or Content in violation of another party's intellectual property rights; or (iv) take any action that imposes an unreasonable or disproportionately large load on the underlying infrastructure.

Oxygen has the right, but not the obligation, to monitor the Site and to disclose any Information or Content necessary to operate the Site, to protect Oxygen, Other Parties, and Oxygen's customers, and to comply with legal obligations or governmental requests. Oxygen reserves the right to refuse to post or to remove any Information or Content on the Site, in whole or in part, for any reason. Oxygen in its sole discretion may add, delete or change the Content at any time, without notice to you.

You agree to comply with all governmental laws, statutes, ordinances, regulations and orders (including unfair competition, anti-discrimination or false advertising) in connection with your use of the Site.

8. CONTACTING OXYGEN

You may contact Oxygen at:

Oxygen Finance Americas Inc.
9901 Brodie Lane, Suite 160 #304
Austin, TX 78748 Phone: 1-866-515-3860 x4
Email: [mailto: suppliersupport@oxygen-finance.com](mailto:suppliersupport@oxygen-finance.com)

9. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

THE SITE, CONTENT AND ACCESS TO ANY THIRD-PARTY PRODUCT, SERVICE OR FUNCTIONALITY IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE". ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT ACCESS TO THE SITE MAY NOT BE FREE OF INTERRUPTIONS OR ERRORS AND THAT OXYGEN CANNOT ENSURE THAT THE SITE OR YOUR CONTENT IS COMPLETELY SECURE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND SITE-RELATED SERVICES.

NEITHER OXYGEN NOR ANY OTHER PARTY WILL BE LIABLE OR RESPONSIBLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOSS OF BUSINESS OR PROFITS), SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CLAIMS UNDER CONTRACT, TORT, EQUITY OR OTHER THEORY OF LIABILITY), ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, THE SITE, YOUR USE OF THE SITE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR USE OF THE SITE.

Supplier will indemnify and hold Oxygen and all Other Parties harmless from and against any and all claims, allegations, actions, suits, damages, losses, awards, costs and expenses (including, without limitation, attorneys' fees and court costs) arising out of or in connection with any Supplier-Customer Agreement, your breach of this Agreement or your use of the Site, including, but not limited to, any Information or Content provided by Supplier.

10. CONFIDENTIALITY

You may have access to information through the Network that originates with Customers. All such information will be subject to this Section or the confidentiality terms that apply to you under the Supplier-Customer Agreement, whichever is most restrictive. All Content provided by either party will be considered to be the confidential information of that party ("Confidential Information"), except that Oxygen may use Content provided by Supplier for the purposes permitted by Section 5 notwithstanding anything in this Section to the contrary. Confidential Information will not include information that (i) was in the recipient's possession on a non-confidential basis prior to receipt hereunder or is subsequently received from a third party on a non-confidential basis; (ii) is developed by

the recipient without use of the Confidential Information of the other party; or (iii) becomes publicly available through no fault of the recipient. Notwithstanding the preceding, the recipient may disclose the other party's Confidential Information if required to do so by law or by a governmental authority (including pursuant to a subpoena or court order), provided that the recipient will promptly notify the other party in writing of such disclosure and cooperate with the discloser's reasonable efforts to seek protective treatment. Neither party may use the other party's Confidential Information nor disclose it to any third party except as permitted by this Agreement. Oxygen may provide Supplier's Confidential Information to its contractors and subcontractors provided they agree to comply with confidentiality terms that are as protective as are the confidentiality terms in this Agreement.

11. TERMINATION

Oxygen may refuse to accept your registration for any reason. Additionally, either party may terminate this Agreement and Oxygen may suspend your participation on the Oxygen Network at any time and for any reason. You may terminate this Agreement by contacting Oxygen as specified in Section 8. Upon termination, your licenses hereunder and right to continue use of the Site will immediately expire. The provisions in this Agreement that by their nature or effect are required or intended to be observed or performed after termination of this Agreement will survive. For purposes of clarity, the discount terms that you agree to through the Oxygen Network will expire for all invoices submitted by you for periods of time starting no later than five business days after termination of this Agreement and will not apply thereafter unless otherwise agreed by the Customer and Supplier directly.

12. MISCELLANEOUS

You acknowledge that any breach by you of the provisions of the Agreement could cause irreparable damage to Oxygen or Other Parties for which a remedy at law will be inadequate. Therefore, in addition to any and all other legal or equitable remedies, Oxygen and Other Parties will be entitled to seek injunctive relief for any breach of this Agreement in any court with jurisdiction over the matter. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement, together with Oxygen's Terms Privacy Policy (as published on www.Oxygen-finance.com), which is incorporated herein by this reference, and all Customer-specific discount terms that you approve through the Oxygen Network, constitutes the entire agreement between you and Oxygen pertaining to the subject matter hereof. No delay or omission to exercise any right or remedy accruing to Oxygen upon any breach or default by you shall constitute a waiver by Oxygen of any breach or default. You and Oxygen are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. You may not assign, transfer or sublicense any obligations or rights under this Agreement without the written consent of Oxygen. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement and the performance of the parties hereto shall be construed and governed according to the laws of the State of Texas without any reference to conflicts of laws provisions. Each party irrevocably submits to the jurisdiction of the state and federal courts located in Dallas, Texas. Each party waives any defense or challenge to that jurisdiction based on lack of personal jurisdiction, improper venue or inconvenient forum.