

**TERMS AND CONDITIONS
FOR
CVM SUPPLIER CENTRAL (SUBJECT)**

CVM Solution, LLC has been retained by its client ("Client") to assist with the collection and review of certain information provided by you ("Subject") in connection with Client's vendor/third party management program. Subject's use of the online portal services (the "CVM Supplier Central") is subject to the following terms and conditions ("Agreement"):

1. **Access.** Subject will be responsible for obtaining the necessary internet connectivity required to access the CVM Supplier Central.
2. **No CVM/Client Relationship; Authority.** Subject acknowledges and agrees that (a) the submission of any information to CVM shall not create a client relationship between Subject and CVM; (b) any information provided to and/or obtained by CVM will be used by CVM in connection with the Client's Subject management program and provided to and used by Client; (c) Subject shall have no right to review, receive or procure a copy of any information, report or other deliverable provided by CVM to Client ("CVM Report"), to include without limitation, any working papers or other documents used in connection with the creation of the CVM Report; and, (d) the CVM Report is not provided by a "consumer reporting agency," and does not constitute a "consumer report," as those terms are defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* Subject warrants that in each instance in which it discloses to CVM any information and/or documentation that it has the necessary license, authority, permission and/or consent to do so.
3. **Waiver; Disclaimer.** Subject hereby waives any and all claims and releases CVM from any and all liability in connection with the services provided to Client. CVM DISCLAIMS ANY LIABILITY AND DOES NOT TAKE ANY RESPONSIBILITY FOR THE DECISIONS CLIENT MAKES BASED ON THE INFORMATION PROVIDED BY SUBJECT OR OTHERWISE OBTAINED FROM A DATA PROVIDER, E.G., PUBLIC RECORD INFORMATION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CVM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT REGARDING ANY OF THE INFORMATION RECEIVED BY CLIENT UNDER THE PORTAL SERVICES, AND ANY NON-INTERRUPTION OF CVM SUPPLIER CENTRAL OR SYSTEM USE.
4. **Limited Use; Restrictions.** Subject shall be permitted to use the CVM Supplier Central solely for the purpose of providing information and/or documentation in connection with Client's Subject management program, and for no other purpose. Subject shall not (i) modify, copy or create derivative works based on the CVM Supplier Central or any associated technology; (ii) create internet "links" to or from the CVM Supplier Central, or "frame" or "mirror" any content forming part of the CVM Supplier Central; (iii) resell, sublicense, disassemble, reverse engineer or decompile the CVM Supplier Central or related technology, or access it in order to (A) build a competitive product or service; (B) build a product or service using similar ideas, feature, functions or graphics of the CVM Supplier Central; or, (C) copy any ideas, features, functions or graphics of the CVM Supplier Central; (iv) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the CVM Supplier Central available to any Subject; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate of Subject privacy rights; (vi) knowingly or intentionally send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) knowingly or intentionally interfere with or disrupt the integrity or performance of the CVM Supplier Central or the data contained therein; or (viii) knowingly or intentionally attempt to gain unauthorized access to the CVM Supplier Central or its related systems or networks. Client shall hold harmless and indemnify CVM for all Subject claims, damages and costs (including reasonable attorneys' fees and disbursements) arising out of Client's breach of its obligations under these Terms and Conditions.
5. **Termination.** CVM may without penalty suspend or terminate Subject's access to the CVM Supplier Central at any time or for any reason.
6. **Governing Law and Dispute Resolution.** The Agreement is governed by the laws of the State of New York without regard to the law of conflicts. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by binding arbitration administered in New York, New York by the American Arbitration Association ("AAA") in accordance with its Arbitration Rules then in effect. There shall be one arbitrator agreed to by CVM and Subject within twenty (20) days of a written request for arbitration. If CVM and Subject cannot agree, an arbitrator will be appointed by the AAA in accordance with its Arbitration Rules. Any award from any such arbitration proceeding may be entered as a judgment in any court of competent jurisdiction. CVM and Subject shall each bear its own costs in connection with any arbitration hereunder. Nothing herein shall prevent CVM or Subject from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over CVM or Subject and the subject matter of the dispute as is necessary to protect either party's proprietary rights.
7. **Data Transfer.** Subject agrees that the information and documentation provided to CVM and any other information it discloses to CVM in the course of using the CVM Supplier Central in accordance with this Agreement, including any personal data, may be transferred to, stored and processed in a jurisdiction(s) other than the jurisdiction from where Subject provided the information (or where the information originated). The information will be processed by CVM for the purposes of the performance of its services to the Client. Subject confirms that it consents or has obtained all necessary consents or permissions from the individual data subject, other data controllers and/or any relevant government or regulatory body to enable the transfer, storage and processing of such information for the purpose permitted herein