CRUNCHTIME! XCHANGE™
TERMS OF SERVICE

CrunchTime! Xchange ("CTX"):

The CrunchTime! Xchange, ct-xchange.com (including all domains and sub-domains thereunder, "Xchange" or the "Service") provides a platform for vendors to post their products and services, including related pricing and delivery terms, for access by users of CrunchTime! Information Systems, Inc. ("CrunchTime!") software and web-based services ("Customers"), and an interactive transactional process to streamline food, beverage and related product and services purchasing by Customers. A vendor may be requested to register with the Service by one or more Customers that desire to purchase products or services from such vendor through the Service.

EDI Services:

Through CTX, CrunchTime also provides direct system integration to Vendors. The integration transaction sets can include: (a) Transmission of Orders from CTX to the Vendor, (b) Confirmation of Order Receipt, (c) Advanced Shipping Notice, and (d) Electronic Invoices. CrunchTime can support ANSI EDI, CT Proprietary Formats, and Customer Proprietary formats for a one-time time and materials based setup fee. These integrations will be bound by the Terms of Service herein. Vendors will be billed according to the pricing as defined in Schedule A.

1. ACCEPTANCE

By enrolling with the Service as a registered vendor and accepting these Terms of Service (as amended by CrunchTime! from time to time, the "Terms") (the enrolling individual or business entity is hereafter referred to as "Vendor"), Vendor agrees to be bound by, and to use the Service in accordance with and subject to these Terms. Any violation or breach of these Terms by Vendor will result in the termination of Vendor's registration and access to and use of the Service.

2. CHANGE OF TERMS

CrunchTime! may change the Terms at any time, and such change shall take effect thirty (30) days after posting the change on Xchange (the "Effective Date"). Vendor's continued use of the Service following the Effective Date of any change to the Terms constitutes Vendor's acceptance of such change.

3. ACCOUNT INFORMATION

a. Registration Validity. When enrolling with the Service, Vendor agrees to provide accurate, complete, and current registration information. Failure to do so constitutes a breach of these Terms.

b. Logins and Passwords. Upon registering with the Service, Vendor will be issued a password and login information. Either may be used to identify Vendor to the Service, and logins may occasionally be used as a 'screen name' online. Vendor may not select or use a login or screen name of another person or entity, a name in violation of a third party's property rights, or a screen name that CrunchTime! deems offensive or otherwise inappropriate. Additionally, Vendor may not use its login or screen name in violation of these Terms or in ways CrunchTime! deems inappropriate (e.g., sending or causing to be sent mass email solicitations). CrunchTime! reserves the right to delete any such login or screen name or to request deletion.

© 2019 CrunchTime! Information Systems, Inc. This is confidential and proprietary information.

c. Usage. Vendor is solely responsible for all activities conducted through its password/login. Vendor may permit multiple individuals in its organization to use its account subject to the following limitations: Vendor must (1) supervise the use of Vendor's accounts, and (2) assume all resulting liabilities of such use, including responsibility for any and all product or service descriptions, pricing or other information or content that Vendor makes available through the Service.

4. CHARGES AND BILLING PRACTICES

a. Charges. Current rates, charges and payment terms for use of the Service are reflected on Schedule A to these Terms, which may be amended by CrunchTime! as provided herein. Billing rates do not include any sales, use, value-added, or other governmental tax or levy. Vendor is responsible for all such taxes.

b. Late Payment. If CrunchTime! does not receive full payment of an amount due within thirty (30) days of the due date, an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month late charge may be added to the applicable charges and will immediately become due and payable. Vendor will be liable for all attorney and collection fees arising from CrunchTime!'s efforts to collect any unpaid balance. Vendor agrees to be billed for and to pay any outstanding balance in the event of cancellation or termination of its account. All invoices from CrunchTime! will be deemed acceptable to Vendor unless Vendor provides CrunchTime! written notice disputing any charges, including the basis for such dispute, within forty-five (45) days following its receipt of the invoice.

5. RIGHTS AND RESPONSIBILITIES

a. Content. Vendor acknowledges that:

i. the Service contains products and services listings and information, company information, company listings, software, graphics, logos, photos and other materials (collectively "Content"), and

ii. such Content may be provided by Vendor, other vendors, Customers, CrunchTime! and other authorized third parties.

CrunchTime! does not pre-screen Content or in any way guarantee the accuracy or completeness of any Content, or the quality of any products, services or companies described by the Content; however CrunchTime! shall have the right, but not the responsibility, to remove Content that it deems harmful, offensive or otherwise in violation of these Terms. Vendor acknowledges that neither CrunchTime!, nor any other vendor, Customer or other third party shall assume or have any liability for or with respect to Content on, or Content changes within, the Service.

b. Proprietary Rights. Vendor acknowledges that:

i. the Service provides access to Content that may be protected by copyrights, trademarks, and other intellectual and proprietary rights ("Rights"), and

© 2019 CrunchTime! Information Systems, Inc. This is confidential and proprietary information.

ii. these terms, applicable copyright and other laws govern the use of Content on the Service. Vendor agrees that it may upload to the Service, or otherwise transmit on or through the Service only Content that does not infringe or otherwise violate the Rights of a third party. Vendor represents that if it uploads any Content, it will have the legal authorization to do so. Vendor understands that CrunchTime! may employ virus-checking technology to protect its system and the Service which may impact Vendor's ability to upload certain Content. Vendor also permits the Customer(s) that requested Vendor to register with the Service, and any other authorized user of such Customer, to access, display, view, store and reproduce Vendor's Content for its internal business purposes. Subject to the foregoing, the owner of Content placed on the Service retains any and all Rights that may exist in such Content.

c. Conduct and Communication. Vendor acknowledges that communications via the Service often occur in real time or may be posted on one of the Service's message boards or libraries. Vendor acknowledges that CrunchTime! will not screen communications for accuracy or conformance to these Terms or any laws. However, CrunchTime! may elect, at its sole discretion, to monitor some, all, or none of the Service's areas for adherence to these Terms. Vendor acknowledges that CrunchTime! will not be liable for any Content on the Service. Any conduct by Vendor that in CrunchTime!'s sole discretion restricts or inhibits any other vendor, Customer, person or entity from using the Service will entitle CrunchTime! to immediately terminate Vendor's use of the Service without notice. Vendor agrees to use the Service only for lawful purposes, and will not use, or allow others to use, its account, either directly or indirectly, to:

i. post, transmit, or promote any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable Content;

ii. post, transmit, promote, link, or facilitate the distribution of Content which is deemed by CrunchTime! to be offensive;

iii. disrupt the use of the Service by other vendors or Customers;

iv. impersonate any person or entity, including, but not limited to, a CrunchTime! official or another vendor, or communicate under a false name or a name that is not entitled or authorized to use the Service; or

v. violate any applicable local, state, national, international or foreign law.

6. PRIVACY POLICY

a. Vendor Information. CrunchTime! will limit the collection and use of Vendor information to what is necessary to efficiently and effectively administer the Service. Types of information that may be collected include (but are not limited to): (1) identity and billing information, such as Vendor's name, street address, telephone number, billing information, and the login and password associated with Vendor's account; (2) navigational and transactional information, such as information about Vendor's use of the Service, including information relating to the offer and sale of products and services via the Service; and (3) private communications, such as the contents of email, or private conference room and bulletin board discussions via the Service.

© 2019 CrunchTime! Information Systems, Inc. This is confidential and proprietary information.

b. Disclosure. CrunchTime! does not release confidential information about vendors, such as vendor credit card or checking account numbers, unless required to do so by law or legal process served on CrunchTime! (e.g., a subpoena). When feasible, CrunchTime! will allow Vendor to access, verify and request corrections to its identity and billing information. CrunchTime! uses commercially reasonable safeguards to protect against unauthorized access to vendor information. CrunchTime! will abide by applicable laws governing the disclosure to governmental entities of Vendor information and other Service-related records. CrunchTime! will use commercially reasonable efforts to notify Vendor in advance of any release of Vendor information to any governmental agent to provide Vendor an opportunity to pursue any available legal protection.

c. Navigational and Transactional Information.

i. Collection. CrunchTime! may collect and store certain navigational and transactional information relating to Vendor's use of the Service.

ii. Use. CrunchTime! uses navigational and transactional information to personalize and enhance the Service and for programming and analysis purposes and in aggregated, anonymized form for certain industry reporting/analytics.

iii. Transactional Information. The Service is an information venue which allows registered vendors to offer and conduct sales of its products and services, and for Customers to make offers for and purchases of such products and services. CrunchTime! has no control over the quality, safety or legality of the items offered, the truth or accuracy of the listings, the ability of Vendor to sell or timely deliver the products or services, or the ability of a Customer to pay for the products or services. CrunchTime! does not qualify vendors or Customers and does not confirm the identity of each Service user. CRUNCHTIME! DOES NOT MAKE ANY ENDORSEMENT OR WARRANTY REGARDING ANY PRODUCTS OR SERVICES ADVERTISED, PURCHASED, SOLD OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. The foregoing does not exempt Vendor from honoring any representations or warranties that it normally provides with respect to its products or services. Since registration on the Service is not an indication of creditworthiness, trustworthiness, or acceptability, Vendor and its Customers are advised to communicate directly with one another and make their own determinations as to whether to proceed with a transaction. Because CrunchTime! is not and cannot be involved in dealings between Vendor and its Customers, in the event of a dispute between or among Vendor and a Customer, Vendor hereby releases CrunchTime!, its directors, officers, employees and agents from and against any and all 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.

d. Private Communications

i. Collection and Storage. CrunchTime!'s email system retains the contents of private email communications. Consequently, to keep copies of any communications, Vendor should store them on its own personal computer system or in print form. Vendor agrees that CrunchTime! may employ email virus-checking technology to protect its system and users of the Service from viruses.

ii. Use. CrunchTime! treats Content, listings and communications on or through the Service as strictly confidential. CrunchTime! does not disclose the contents of listings and private communications, except in limited circumstances as specifically provided in these Terms.

© 2019 CrunchTime! Information Systems, Inc. This is confidential and proprietary information.

7. SOFTWARE LICENSES

CrunchTime! grants Vendor a non-exclusive, limited license to use the Service from any location in accordance with these Terms. This license is subject to the restriction that, except where expressly permitted by law, Vendor may not translate, reverse-engineer or reverse-compile or decompile, disassemble or make derivative works of, the Service or any software that is used to operate the Service.

8. NO WARRANTY; SERVICE PROVIDED AS IS; LIMITATION ON LIABILITY

VENDOR EXPRESSLY AGREES THAT THE USE OF THE SERVICE IS AT ITS SOLE RISK. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR VENDOR'S BUSINESS USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CRUNCHTIME! DOES NOT GUARANTEE THAT VENDOR WILL BE ABLE TO ACCESS THE SERVICE AT A TIME OR LOCATION OF ITS CHOOSING. CRUNCHTIME! DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH THE SERVICE, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN VENDOR AND ANY THIRD-PARTY INCLUDING ANY CUSTOMER.

Under no circumstances shall CrunchTime!, its employees, affiliates or contractors be liable for damages that result in any way from any use of Vendor's account or the Service or Vendor's inability to use the Service, or that result from mistakes, omissions, interruptions, deletion of information, errors, defects, delays in operation or transmission, or any failure of performance.

To the maximum extent permitted by law, under no circumstances and under no legal theory, tort, contract, or otherwise, will CrunchTime! be liable to Vendor or any other person for any money damages, whether direct, indirect, special, incidental, cover, reliance or consequential damages, even if CrunchTime! has been informed of the possibility of such damages, or for any claim by any other party.

In the event that notwithstanding the foregoing, CrunchTime! is found liable to Vendor for damages from any cause whatsoever, and regardless of the form of the action (whether in contract, tort (including negligence), product liability or otherwise), CrunchTime!'s liability to Vendor will be limited to the amount Vendor actually paid to use the Service in the twelve month period preceding the claim.

9. INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless CrunchTime!, its employees, contractors, officers, directors, and agents from all liabilities, claims and expenses, including attorneys' fees, that arise from the use of the Service (including sales of products or services through the Service), from the breach of these Terms or by use of, or in connection with, the transmission of any Content on the Service by or through Vendor's master or sub-accounts. CrunchTime! reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Vendor hereunder. In such event, Vendor shall have no further obligation to provide indemnification for such matter.

© 2019 CrunchTime! Information Systems, Inc. This is confidential and proprietary information.

10. TERMINATION

a. Vendor may terminate Vendor's Service registration at any time. Termination of Vendor's registration with the Service is Vendor's sole right and remedy with respect to any dissatisfaction with the Service, including, but not limited to, (1) any term, policy or practice of CrunchTime! in operating the Service, (2) Content available through the Service or changes to the Service, or (3) any amount or type of fees, surcharges, billing methods, or change therein. Vendor may terminate its registration by sending a cancellation request via US Mail to CrunchTime! at 129 Portland Street, Boston MA 02114. Termination of Vendor's Service registration will take effect within a reasonable time after CrunchTime!'s receipt of the termination notice.

b. In addition to any other termination rights set forth herein, CrunchTime! may terminate Vendor's Service registration, effective immediately, in the event of a breach by Vendor of these Terms. Further, CrunchTime! may elect to terminate Vendor's registration with the Service at the end of the then-current Subscription Term (as defined in Schedule 1). CrunchTime! will provide Vendor a written notice of termination under this paragraph by US Mail to Vendor's address identified by Vendor in its registration with the Service.

c. In the event that Vendor's Service registration is terminated or canceled, no refund will be granted. If Vendor's registration is terminated by CrunchTime!, Vendor may not access the Service without CrunchTime!'s prior express written permission. Any delinquent or unpaid accounts or accounts with unresolved issues with CrunchTime! must be resolved before Vendor may re-register with the Service. CrunchTime! will terminate Vendor's registration if Vendor is using multiple accounts without prior express written permission from CrunchTime!.

11. LAW; GENERAL

The laws of the Commonwealth of Massachusetts, excluding its conflicts of law and choice of laws rules, govern these Terms and Vendor's use of the Service. Vendor expressly agrees that the exclusive jurisdiction for any claim or dispute regarding the Service resides in the courts of the Commonwealth of Massachusetts. Vendor further agrees and expressly consents to the exercise of personal jurisdiction in the Commonwealth of Massachusetts in connection with any dispute or claim involving CrunchTime!.

If any provision of these Terms is held invalid or unenforceable, that provision shall be construed consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the other provisions shall remain in full force and effect.

Vendor's registration with the Service is personal to Vendor and may not be assigned or transferred by Vendor to any third party. If an individual is using the Service on behalf of a business entity, these Terms bind both the individual and the business the entity on whose behalf the individual is using the Service.

© 2019 CrunchTime! Information Systems, Inc. This is confidential and proprietary information.

SCHEDULE A
CRUNCHTIME! XCHANGE PRICING

Pricing for CrunchTime! Xchange and EDI Services is as follows:

The subscription fee for the Services described in the Terms of Service is based on the gross, aggregate amount of purchases from Vendor by all its Customers processed via the CrunchTime! Xchange and EDI Services. Vendors will be billed at the end of each quarter, based on the actual Purchases processed in calendar quarter (ending March 31, June 30, September 30, and December 31) and the rate charged for the purchases in each spending tier.

If Vendor cancels their Xchange account in writing within 30 days of account creation, they will not be billed. Cancellation notices received after 30 days will result in a bill per the Terms of Service. Vendor's continued use of the Service constitutes the Vendor's agreement to pay the subscription fee for the Service described in this Schedule.

Annual Spending Tier	Basis Points
Fees are calculated based on the $ of Reconciled Orders processed between the Vendor and Customer. The basis points charged in each tier defined below are cumulative annual purchase amounts and are re-set to zero at the end of each calendar year. Quarterly bills are calculated according to the tier the Vendor has achieved year to date.	Basis points charged for every $ of Reconciled Orders in each tier
Up to $250K	50 (0.50%)
$250K - $2.5M	20 (0.20%)
$2.5M - $10M	3 (0.03%)
$10M - $50M	2 (0.02%)
Over $50M	1 (0.01%)

Note: 100 Basis Points = 1%

Fee Calculation Example:

Q1: $250K in purchases = Fee is $1,250 ($250K x 50 basis points)
Q2: $250K in purchases = Fee is $500 ($250K x 20 basis points)
Q3: $2M in purchases = Fee is $4,000 ($2M x 20 basis points)
Q4: $2M in purchases = Fee is $600 ($2M x 3 basis points)

Note: EDI Integration (two-way integration between the CrunchTime! Xchange and any back-end systems used by Vendor) is available for supported standards via SOW.

Additional professional services can be provided at a rate of $250/hour.

© 2019 CrunchTime! Information Systems, Inc. This is confidential and proprietary information.