

TERMS OF USE

1. SCOPE

1.1. In order to access the Cobblestone Gateway for the Pennsylvania Convention Center Authority's (the "Authority") Vendor Management Portal ("VMP"), you must read and agree to these Terms of Use.

1.2 The Authority operates the internet-based Vendor Management Portal (hereinafter "VMP") using software created by Cobblestone Systems, Corp. With the VMP, the Authority provides a transaction platform on which Vendors, Customers, and other interested parties (each, a "User" and collectively, "Users") engage in a variety of activities, such as find information, register to do business, locate opportunities, and interact with other Users. These Terms of Use regulate use of the VMP by Vendors, but do not regulate the terms of the agreements between Vendors and other Users via the VMP. Any such agreements for the supply of products and services are made exclusively between Vendor and the third party.

1.2 By registering, the Vendor agrees to be bound by these Terms of Use. Separate agreements in writing between the Vendor and the Authority shall have priority over these Terms of Use insofar as diverging provisions are contained in such separate agreements.

1.3 By registering, the Vendor confirms that it is acting in a commercial or professional capacity and has the Authority to do so on behalf of its company.

1.4. The Authority reserves the right to modify the solicitations offered via the VMP or to request different services. Your access and use of the Service is subject to and governed by these Terms of Use, including any additional or different disclaimers, legal notices, agreements, or terms and conditions that may apply to your use of or access to any particular User Content. If there is a conflict between the terms in this Terms of Use and any additional legal terms, this Terms of Use shall supersede. This Terms of Use forms a legally binding agreement between You and the Authority. By registering or clicking "I Accept" button as part of a registration process, or by using the VMP, you accept and agree to abide by the terms of this Terms of Use. If You do not agree to the terms of this Terms of Use, you should not click the "I Accept" button (or equivalent) or attempt to access the VMP.

1.5 The Authority may modify the Terms of Use to reflect changes in our business, applicable law, or for other reasons deemed necessary by the Authority. If the terms of the Terms of Use change, the Authority will provide notice. Except where prohibited by law, updates to the Terms of Use will apply once the changes have been posted or notice has otherwise been given. If You do not agree to changes made to the Terms of Use, you must discontinue your use of the affected VMP.

2. REGISTRATION AND PASSWORD

2.1 In order to guarantee the security of business transactions, access to and use of the VMP is restricted to registered Vendors. There is no automatic right of registration in connection with the VMP.

2.2 When registering the Vendor must provide full and accurate information and should such information change over time, it shall make all necessary updates to ensure that the information is current and accurate.

2.3 Upon completion of the registration process, the Vendor shall receive confirmation of registration by e-mail. The agreement on use of the VMP shall be effective when the Vendor is approved and cleared to use the platform. The Vendor shall be notified of such clearance by e-mail. The Vendor may grant user rights and reading rights to its employees.

2.4 The Vendor shall ensure that the login data are not accessible to third parties. After each session, the user shall log off from the password-protected area. Should the Vendor become aware that third parties are misusing the login data, it is obliged to immediately inform the Authority. Upon receipt of notice pursuant to sub-section, the Authority shall suspend access and reactivate it after the Vendor's re-registration. The Vendor shall ensure that it is capable of receiving e-mails under the e-mail address it supplies.

3. CONTENT USE

3.1 You agree not to use the VMP to:

a. publish, upload, post, email, transmit or otherwise make available any User Content that (a) You do not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;

b. defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity or business integrity;

c. impersonate any person or entity, including, but not limited to, an Authority official, Authority employee, or any other third party, or falsely state or otherwise misrepresent your affiliation with a person or entity;

d. forge emails, headers, or otherwise manipulate identifiers to disguise the origin of any User Content transmitted through the Service;

e. download any file or User Content posted by another user that You know, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner;

f. interfere with or disrupt the servers, or networks which support the VMP, or disobey any requirements, procedures, policies or regulations of networks connected to the VMP;

g. violate any applicable local, state, national or international law and any regulations;

h. harvest, collect, or store personal information or data of other users.

3.2 On the VMP, the Authority makes available content, information and documentation. Use of this content, information and documentation is subject to these Terms of Use. The Authority grants the Vendor a non-exclusive and non-transferable right to use the content, information and documentation provided on the VMP to the extent agreed, or in the event of no such agreement, to the extent of the purpose intended by the Authority in making the same available. Content, information and documentation must not at any time be distributed by the Vendor to third parties, nor may it be rented out or made available in any other way. Unless such is permitted by mandatory applicable laws, the Vendor shall not modify the software or documentation, nor shall it reverse-engineer or decompile the software or separate any part thereof.

3.3. The information, content and documentation are protected by copyright laws and by other laws and conventions governing intellectual property rights. The Vendor shall observe such rights and in particular shall not remove any alphanumeric code, marks, or copyright notices either from the information or from the software or documentation.

4. DUTIES OF THE VENDOR

4.1 While using the VMP, the Vendor shall not: harm other persons, in particular minors, or infringe their personal rights; offend public morality; infringe any intellectual property right or any other proprietary right; transfer any content containing a virus, a so-called Trojan Horse or any other programs which could damage the software; enter, store or transmit hyperlinks or content to which the Vendor is not entitled, in particular in cases where such hyperlinks or content infringe confidentiality obligations or are illegal; or distribute advertising or unsolicited e-mails (so-called "spam") or hoax warnings of viruses, defects or similar material, or solicit or request participation in any lottery, snowball system, chain letter, pyramid game or similar promotion.

4.2 The Vendor shall grant the Authority a non-exclusive, royalty-free, world-wide license to use, reproduce, edit, perform and display in full or in part content, e.g. catalog data and self-description provided by the Vendor to the Authority (hereinafter "content"), to the extent required in order to permit the Authority to fulfill its contractual obligations to the Vendor in the context of the latter's use the VMP. The Authority has the right to sublicense or assign the aforementioned rights to subcontractors. The Vendor guarantees that it is authorized to grant to the Authority the rights listed in this subsection

4.3 The Authority shall accept no responsibility for the content provided by the Vendor. The Authority shall not check the content provided by the Vendor to the Authority e.g. catalog data for accuracy. The Vendor shall indemnify the Authority upon first request against all third-party claims against the Authority in connection with the content. The Authority accepts no liability for the contents and does not make representations to the effect that other users or their content are its own, as the Authority does not control the information which is uploaded or available on such hyperlinked web pages and is

therefore not responsible for the content and information provided there. The Vendor shall use such uploaded information and web pages entirely at his own risk.

5. LIABILITY

5.1 Liability in relation to use of the VMP, any liability for defects in quality or title in relation to the use, and in particular in relation to their accuracy and veracity, the infringement of any third-party file protection rights or copyrights, or their completeness and/or fitness for purpose, is excluded except in instances of willful misconduct

5.2 The Authority shall not be responsible for the Vendor's internet access. The Authority therefore excludes, insofar as is permitted by law, any liability for disruption to the performance of services under the terms of this agreement, where such disruption is caused by a lack of internet availability or by reduced internet availability. Although the Authority takes all steps to keep the VMP free of computer viruses, it cannot guarantee that the VMP is virus free. Before downloading any information, software or documentation the Vendor shall, for its own protection and to prevent viruses on the VMP, take appropriate security measures and shall utilize a virus scanner. The Vendor shall take all security measures and shall utilize a virus scanner in order to ensure that no viruses are uploaded onto the VMP.

6. DATA PROTECTION

In order to enable the Vendor to register on and to access the VMP, person-related data must be stored and processed. When collecting, using and processing person-related data from the Vendor, the Authority shall comply with the relevant provisions of data protection law.

7. CONTACT AND FEEDBACK

The Authority is not obligated to evaluate, review, or provide any comments to you regarding User Content. The Authority may contact you with updates, feedback, e-mails, notices, status or questions related to your use of the Service at its sole discretion. If you need to contact the Authority you may do so by writing Attn: Legal Department, Pennsylvania Convention Center Authority, 1101 Arch Street, Philadelphia, PA 19107.

8. CONFIDENTIAL INFORMATION

You agree not to reproduce any Confidential Information to which you are provided access through the VMP in any form except as authorized at the time of disclosure. Any reproduction of Confidential Information shall remain the property of the Authority or the third party that has prepared such information and shall contain any and all confidential or proprietary notices or legends which appear on the original. You agree to (a) take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) to use Confidential Information solely as authorized at the time of disclosure and (c) not to disclose any Confidential Information to any party without the prior written consent of the Authority or the third party that has prepared such information. You do not acquire any rights in Confidential Information except the limited rights as described herein. In no event shall you use Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute or create

derivative works based on the content in the VMP, in whole or in part. As used herein, 'Confidential Information' shall mean all trade secrets, intellectual property rights, and other information the Authority or third parties protect against unrestricted disclosure to others which is (i) either labeled Confidential and accessed through a restricted or non-public area of the VMP or (ii) reasonably identifiable as confidential based on the type of information and the manner of its disclosure. As used herein 'reasonable steps' means those steps you and/or your Company take to protect your own Confidential Information, which shall not be less than the industry standard of care.

ALL USER CONTENT POSTED BY YOU TO THE VENDOR MANAGEMENT PORTAL SHALL BE AT YOUR OWN RISK, AND THE AUTHORITY TAKES NO RESPONSIBILITY FOR THE USE OR MISUSE OF ANY SUCH UPLOADED INFORMATION BY ANY OTHER USER.

9. APPLICABLE LAW

Use of the VMP is governed by the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of laws.

IT IS YOUR RESPONSIBILITY TO VERIFY AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES AND OF THE STATE FROM WHICH YOU ARE ACCESSING the VMP.

10. SURVIVAL

Your confidentiality obligations hereunder shall survive termination of your account. Upon any termination of your account, or at the Authority's request, you must cease use of Confidential Information, and/or the VMP and destroy all Confidential Information in your possession or control.

11. WAIVER AND SEVERABILITY

The failure of the Authority to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. To the extent that any provision in this Terms of Use shall be found to be invalid or unenforceable, such provision shall be modified in such a manner so as to make it, legal and enforceable under applicable laws and the balance of the provisions of this Terms of Use shall not be affected thereby.

12. ENTIRE AGREEMENT

The Terms of Use represent the entire arrangement between you and the Authority with respect to use of the VMP and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to its subject matter.