

Vendor Portal Terms of Use

Last Updated: [9/15/2020]

These Terms of Use ("**Terms**") apply to your access to and use of the New Seasons Market vendor portal available at [<https://vp.newseasonsmarket.com/RetalixHQ/Main/Login/Login.aspx>] (the "**Portal**"). By accessing and using the Portal you agree to be bound by these Terms and all terms incorporated by reference. Do not access or use the Portal if you do not agree to all of the provisions contained in this agreement. The Portal is owned and provided by New Seasons Market, LLC, and its subsidiaries and affiliated companies, including New Leaf Community Markets Inc. (collectively, "**New Seasons Market**," "**we**" or "**us**"). These Terms supplement but do not alter in any way the terms or conditions of any other agreement you may have with us or our subsidiaries or affiliates and those terms or conditions take precedent in the event these Terms conflict.

1 Eligibility and Credentials

The Portal is made available only to vendors that we have approved ("**you**" or "**your**"). In order to access and use the Portal, you will be provided a unique username and password ("**Credentials**"). You may use your Credentials solely for the purposes set forth in Section 2, as applicable. Further, you shall: (a) maintain the security of your Credentials and not share them with any third party; (b) promptly notify New Seasons Market if you discover or otherwise suspect any security breaches, unauthorized access, loss, or misuse related to your Credentials or the Portal; and (c) take sole responsibility for all activities that occur using your Credentials and accept all risks of unauthorized access.

2 Intellectual Property and Licenses

Subject to these Terms, New Seasons Market hereby grants you a limited, non-sublicensable license to access and use the Portal for the purpose of selling products to New Seasons Market.

The licenses granted herein are subject to these Terms and, except as expressly set forth in these Terms, do not include the rights to: (a) resell, redistribute, sub-license or use the Portal for any purpose other than those set forth in this Section 2, as applicable; (b) distribute, publicly perform or publicly display the Portal; (c) modify or otherwise make any derivative uses of the Portal; (d) use any data mining, robots or similar data gathering or extraction methods; (e) download any portion of the Portal, except as expressly permitted by us; or (f) use the Portal other than for its intended purposes. Any use of the Portal other than as specifically authorized in this Section 2, without our prior written permission, is strictly prohibited and will automatically terminate the license granted herein and revoke access. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. The licenses granted in this Section 2 are revocable at any time.

Unless otherwise indicated, all content and other materials in the Portal, including, without limitation, our logos, slogans, product and services names, designs, text, graphics, pictures, information, data, software, sound and video files, and other materials available in the Portal, and the selection and arrangement therefore, are the proprietary property of New Seasons Market or our licensors and are protected by U.S. and international copyright laws. Except for the limited licenses granted in this Sections 2, nothing in these Terms will be construed as conferring any license to the Portal, or any intellectual property rights to any of the foregoing, whether by estoppel, implication or otherwise.

3 Acceptable Use Policy

You shall use the Portal in compliance with all applicable federal, state and local laws, including but not limited to those that relate to the privacy and security of personal information. You shall abide by these Terms and shall not:

- Use the Portal in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using the Portal, or that could damage, disable, overburden or impair the functioning of the Portal in any manner;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Portal or to extract data;
- Reverse engineer any aspect of the Portal or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Portal;
- Modify, adapt, hack or emulate the Portal;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Portal that you are not authorized to access;
- Develop any third-party applications that interact with the Portal without our prior written consent;
- Engage in fraudulent or dishonest activities in connection with the Portal; or
- Use the Portal for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity or any other activity that violates these Terms.

4 Indemnification

You agree to defend, indemnify and hold harmless New Seasons Market and our subsidiaries, affiliates, independent contractors, service providers and consultants, and our and their respective directors, officers, employees and agents (collectively, the “***New Seasons Market Parties***”) from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, costs, liabilities and expenses (including, but not limited to,

reasonable attorneys' fees) arising out of your use of the Portal and/or related to your alleged breach of these Terms. You will consult and cooperate with us in connection with the defense and any settlement of any claim subject to this section and shall not settle or compromise any claim without our prior written consent.

5 Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE PORTAL, INCLUDING, BUT NOT LIMITED TO, OUR SYSTEM, CONTENT, SOFTWARE, AND FUNCTIONS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED; (B) WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PORTAL; AND (C) WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE PORTAL SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE PORTAL OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

6 Limitations of Liability

6.1 Disclaimer of Consequential Damages. IN NO EVENT WILL NEW SEASONS MARKET OR THE NEW SEASONS MARKET PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE OF OR INABILITY TO USE THE PORTAL, INCLUDING WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM US, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS, OR PORTAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Limitation on Direct Damages. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NEW SEASONS MARKET AND THE NEW SEASONS MARKET PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE PORTAL EXCEED \$100.

7 Governing Law and Venue

These Terms and your access and use of the Portal will be governed by and construed and enforced in accordance with the laws of Oregon, without regard to conflict of law rules or principles. The federal and state courts located in Multnomah County, Oregon have exclusive

jurisdiction and venue over any quite that arises out of or is in any way connected to these Terms and your access and use of the Portal. You irrevocably consent to jurisdiction for all such matters in such courts.

8 Termination

We reserve the right, without notice and in our sole discretion, to terminate your right of access to and use of the Portal at any time.

9 Severability

If any provision or part of a provision of these Terms is deemed unlawful, void or, for any reason, unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

10 Entire Agreement

These Terms constitute the entire agreement between you and New Seasons Market relating to your access to and use of the Portal and supersedes any prior understanding or representation of any kind preceding the date of these Terms.