



SUPPLIER SHOWCASE ORDER FORM

Company Name: _____
Contact Name: _____
Title: _____
Billing Address: _____

Phone: ()__ - ____
Fax: ()__ - ____
E-mail: _____
Web Site: _____

By signing below, Supplier hereby agrees to pay to the University of Pennsylvania, within thirty (30) days of invoice date, an annual Supplier Showcase Fee in the amount of \$2,000.00 ("Fee"). Checks should be made payable to "The Trustees of the University of Pennsylvania" and mailed to the address below.

**Penn Purchasing Services
Attn: Supplier Showcase
Suite 421A
3401 Walnut Street
Philadelphia, PA 19104-6228**

TERMS AND CONDITIONS

1. Definitions

“Supplier” means a company that: (i) has a current, fully executed Order Form on file with University of Pennsylvania (“Penn”); (ii) is providing Penn specific Licensed Content, as defined below, in the manner and form specified herein for display on the Supplier Showcase (“Showcase”); and (iii) has paid the Fee to Penn as set forth herein, which Fee is non-refundable for any reason.

“Licensed Content” means all Supplier materials and information, including but not limited to all text graphics, audio, and video information, which information is provided in the format specified herein and as may be updated and/or corrected from time to time in accordance with the terms and conditions set forth in this Order Form.

“Software” means computer programs or code, including, without limitation, any XML, HTML, DHTML, XHTML, OBI, Java and other similar code, and related documentation used to power the Showcase.

2. Supplier Grant of Rights

Supplier hereby grants Penn a royalty-free non-exclusive, worldwide right to: (i) display Licensed Content on the Showcase; (ii) use, reproduce, and distribute the Licensed Content and other Supplier trademarks, trade names and service marks (collectively the “Marks”) solely in connection with and for the presentation, marketing and promotion of the Licensed Content and the Showcase; and (iii) list Supplier’s name on a supplier list or partial supplier list.

3. Order Form and Showcase Template

3.1 Order Form. Supplier must submit an executed and fully completed Order Form to Penn, which Order Form shall include the necessary invoicing information and authorization for processing the Fee by Penn.

3.2 Showcase Template. Within ten (10) business days of Penn’s receipt of the Order Form and payment, Penn will contact Supplier to: (i) review the terms and conditions contained herein; and (ii) provide Supplier with the template and instructions to be completed by Supplier for submission of the Licensed Content to Penn (the “Showcase Template”).

3.3 Supplier Page. The Licensed Content submitted via the Showcase Template shall be limited to one page (“Supplier Page”) and shall be displayed on the Showcase subject to: (i) the final approvals of Penn; and (ii) the terms and conditions set forth herein.

3.4 Licensed Content. Only Licensed Content submitted via the Showcase Template, in the format specified will be accepted. No free form submissions will be accepted.

3.5 Updates. Supplier may submit updates to the Licensed Content a maximum of one (1) time per month throughout the term stated herein and any renewal term thereof.

3.6 Removal of Licensed Content. Penn reserves the right to refuse to post or remove any Licensed Content from the Showcase that either deems inappropriate or illegal.

3.7 Errors; Omissions; Misrepresentations. Penn shall not be responsible or liable to Supplier for any errors, omissions or misrepresentations contained in the Licensed Content.

4. Term and Termination

4.1 Term. Unless earlier terminated in accordance with the terms herein, the rights and obligations set forth in this Order Form shall commence as of the date it is signed and accepted by Penn (“Effective Date”) and shall continue for one (1) year from the Effective Date. Thereafter, it shall automatically renew for subsequent one (1) year periods, unless Supplier or Penn notifies the other parties, in writing, of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

4.2 Event of Default. Any one or more of the following events shall constitute an “Event of Default”: (i) Supplier or any guarantor thereof has a bankruptcy or similar proceedings instituted against it, and such proceedings are not stayed or dismissed within thirty (30) days; (ii) Supplier or any guarantor thereof makes an assignment of property or assets for the benefit of its creditors; (iii) Supplier breach the obligations of “Confidentiality” set forth herein; or (iv) thirty (30) days after Penn has made written notice to Supplier and/or breach of any of its other obligations set forth in this Order Form, which breach is not remedied within such thirty (30) day period.

4.3 Remedies. Following the occurrence of an Event of Default, Penn without notice to Supplier may: (i) terminate this Order Form, thereby relieving Penn of any obligations pursuant to this Order Form; and (ii) exercise any other legal or equitable right or remedy it may have.

5. Warranty; Indemnity; Limitations

5.1 Warranty. Supplier represents and warrants that: (i) it has the full power and authority to enter into this agreement and to grant to Penn the rights granted herein; (ii) it is the sole owner or permitted user of Supplier's Marks and has the right to provide the license granted herein; (iii) it has secured all necessary licenses, consents, and authorizations with respect to use of the Licensed Content and it has the right to Licensed

Content provided to Penn; (iv) no part of the Licensed Content provided to Penn violates or infringes upon patent rights, copyrights, trade secrets, trademarks, or other rights of a person or entity; and (v) the Licensed Content and Supplier's provision thereof complies and shall continue to comply with all applicable legislation, rules, and regulations.

5.2 Indemnity. Supplier agrees to indemnify, defend and hold harmless Penn against any and all liability, loss, damage, cost and expense (including cost of defense and reasonable attorneys' fees) which they may hereafter suffer or pay out to another by reason of any claim or action arising out of: (i) the infringement of any patent, copyright, trademark, trade secret or other intellectual property right of a third party by the Licensed Content, Marks or other materials provided or licensed by Supplier; (ii) the use or disclosure of proprietary information or trade secrets of others caused by the acts or omissions of the Supplier; or (iii) any claim arising from Licensed Content or Marks appearing on the Platform. In the event a third party successfully prevents the use of any Licensed Content in connection with the Platform by means of an infringement action or otherwise, Supplier shall be required to either: (i) obtain the right to use the Licensed Content in question; or (ii) provide an alternative means of accomplishing the objective achieved by the use of the Licensed Content, which alternate means itself does not violate any rights of a third party.

5.3 No Warranties Regarding Error-Free Operation. Penn does not warrant that the Showcase and/or the Software are free from error or that the Showcase and/or the Software will function without interruption. Penn makes no representation or warranty that the Platform will attract a minimum number of customers.

5.4 Warranty Limitation. THE SHOWCASE AND PENN'S DISPLAY OF THE LICENSED CONTENT AND ANY MARKS VIA THE SHOWCASE SHALL BE ON AN "AS IS," BASIS, WITHOUT ANY WARRANTY EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

6. Limitation of Liability

IN NO EVENT SHALL PENN, ITS AFFILIATES, OR AGENTS BE LIABLE TO SUPPLIER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, CONNECTED WITH OR RELATING TO THIS ORDER FORM, INCLUDING ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SIMILAR DAMAGES ARISING OUT OF PENN'S USE OR INABILITY TO USE THE PLATFORM, OR FROM ERRORS OR OMISSIONS IN THE LICENSED CONTENT, HARDWARE OR SOFTWARE, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE, WHETHER PENN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OF ANY EXCLUSIVE OR OTHER REMEDY. PENN'S TOTAL LIABILITY FOR DAMAGES ARISING FROM, CONNECTED WITH OR

RELATING TO THIS ORDER FORM SHALL NOT EXCEED THE AMOUNT PAID TO PENN PURSUANT TO THIS ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT TRIGGERING THE DAMAGE OR LOSS.

7. Confidentiality

The parties agree that all information they provide each other during any term of this Order Form (“Confidential Information”) is the proprietary and valuable property of the disclosing party and each party agrees to take all reasonable steps to ensure and preserve the confidentiality of the other's Confidential Information and not to disclose or use the other's Confidential Information, except as permitted by this Order Form, without the prior consent of the owner. Upon termination of this Order Form and upon written request, each party will return all copies of the other's Confidential Information. Each party's obligations will survive any termination of this Order Form.

8. Notices

All notices will be made in writing and considered duly given when received if delivered personally, sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested. Written notices: to (i) Penn shall be addressed to the University of Pennsylvania at 3401 Walnut Street, Suite 421A, Philadelphia, PA, 19104-6228; and (ii) Supplier at the address listed above. Parties may change the address of notices by providing written notice to the other parties.

9. Miscellaneous

9.1 Governing Law. The terms and conditions contained in this Order Form will be interpreted and governed by the laws of the Commonwealth of Pennsylvania.

9.2 Assistance. In the event Supplier requires assistance as it relates to the Showcase, Supplier Relationship, Licensed Content and/or the Supplier Page, all communications shall be via e-mail and sent to: support@pennsuppliers.org.

9.3 Relationship of Parties. The relationship of Penn and Supplier established by this Order Form is that of independent contractors, and nothing contained in the Order Form shall be construed to constitute the parties as partners, co-owners, or otherwise as participants in a joint or common undertaking.

9.4 General. This Order Form will be binding on and for the benefit of the parties hereto and their respective successors and assigns. This Order Form constitutes the entire agreement between the parties with respect to the provisions it describes. No provision of this Order Form may be amended, modified or deleted, except in writing executed between the parties. The failure of any party to enforce any provision of this Order Form will not be interpreted as a waiver of that provision and will not affect the right of a party to enforce the provision thereafter. If any provision of this Order Form is found invalid or

unenforceable, it will not affect the validity or enforceability of any other provision of this Order Form.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duty authorized representative.

Witness:

University of Pennsylvania
Authorized Officer

Name:

Name:
Title:
Date:

Witness:

Supplier
Authorized Officer

Name:

Name:
Title:
Date: