Terms of Use - Additional Services

for the provision of

Sourcedogg Online Sourcing Solution

SECTION 1 – Definitions

In these Terms the following words shall have the following meaning:

Additional Services are those services detailed in the Order.

Additional Terms are those terms and conditions which govern the provision of the Additional Services.

Affiliates are all holding companies, subsidiaries and associated companies of SourceDogg.

Billing Period is a period of selected duration between each scheduled payment. i.e. monthly or otherwise agreed.

Charges are the fees payable by the Customer to SourceDogg for the Additional Services as detailed in the Order or otherwise confirmed by SourceDogg.

Contract is the contract that is formed between the Customer and SourceDogg for the supply of the Additional Services in accordance with Section 3 below.

Customer is the person or entity detailed on the Order who is purchasing the Additional Services.

Documentation is any materials and documentation made available to the Customer in relation to the Additional Services.

Intellectual Property Rights are all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order is the order form submitted by the Customer to purchase all or any of the Additional Services.

Privacy Policy is SourceDogg's privacy policy available at http://www.sourcedogg.com/privacy-security/ and which forms part of these Terms.

SourceDogg is a trading name of and in these terms and conditions shall mean Big Dogg Technologies Ltd of Galway Technology Centre, Mervue Business Park, Galway, Ireland.

SourceDogg Service is the provision of an online venue for buyers to conduct online procurement and for bidders and suppliers to submit information, quotations and tenders via the Site or such other website notified by SourceDogg from time to time and includes all services, applications and tools provided by SourceDogg for this purpose.

Site is the website http://www.sourcedogg.com/

Subscription Terms are the terms and conditions which govern the provision of the SourceDogg Service and which are available to view at http://www.sourcedogg.com/company-legal-agreements/

Terms of Use are the terms and conditions for use of the Site which can be viewed at http://www.sourcedogg.com/terms-of-use/

In these Additional Terms words in the singular shall include the plural and vice versa, one gender shall include all other genders.

These are the Additional Terms referred to in the Terms.

SECTION 2 – Information about SourceDogg

1. SourceDogg as referred to in these Additional Terms is Big Dogg Technologies Ltd, a company registered in Ireland under company number: 475185 and with its registered office at Galway Technology Centre, Mervue Business Park, Galway, Ireland. Its main trading address is Galway Technology Centre, Mervue Business Park, Galway, Ireland. Its VAT number is 9732383G.
2. SourceDogg is a trading name of Big Dogg Technologies Ltd. To contact SourceDogg, please use the address given above or email at support@sourcedogg.com

SECTION 3 – Quotations, Orders and Contract Formation

1. These Additional Terms will apply to and govern the supply of the Additional Services to the Customer by SourceDogg.
2. Quotations for Additional Services issued by SourceDogg are subject to withdrawal and alteration at any time before acceptance by the Customer and are automatically withdrawn unless an order is placed by the Customer no later than 30 days after the date of SourceDogg's quotation.
3. No Order by the Customer shall be binding upon SourceDogg until accepted by SourceDogg.
4. By submitting an Order to SourceDogg the Customer is accepting these Additonal Terms together with the Terms of Use.
5. These Additonal Terms, and where the Customer wishes to use the SourceDogg Service the Subscription Terms and Terms of

Use, constitute a legally binding agreement between the Customer and SourceDogg and shall apply to the exclusion of any other terms and conditions of the Customer.

6. Acceptance of an Order shall take place on the earlier of the following:
   a. the date that the Order is expressly accepted or confirmed by SourceDogg by email, or
   b. the date that SourceDogg commences supply of all or any of the Additional Services.

7. Once the Order is accepted by SourceDogg in accordance with clause 6 above a binding contract incorporating these Additonal Terms (and where applicable the Subscription Terms) is formed between the Customer and SourceDogg.

8. Until an Order is accepted by SourceDogg, it may reject any Order in its absolute discretion for any reason.

9. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SourceDogg which is not set out in the Contract.

10. Any samples, drawings, descriptive matter or advertising issued by SourceDogg, and any descriptions or illustrations contained in SourceDogg's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Additional Services described in them. They shall not form part of the Contract or have any contractual force.

SECTION 4 - Customer's Obligations

1. .The Customer shall:
   a. ensure that the terms of the Order and any information it provides to SourceDogg are complete and accurate;
   b. co-operate with SourceDogg in all matters relating to the Additional Services and hereby grants SourceDogg and its personnel and sub-contractors reasonable access to the Customer's IT systems (including as necessary hardware and software), locations and processes in order to provide the Additional Services. The parties will agree protocols for access and implementation requirements in advance of any commencement of integration works;
   c. provide SourceDogg, with such information and materials as SourceDogg may reasonably require in order to supply the Additional Services;
   d. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Additional Services are to start;
   e. keep and maintain all materials, equipment, documents and other property of SourceDogg

at the Customer's premises in safe custody at its own risk and in good condition until returned to SourceDogg, and not dispose of or use the same other than in accordance with SourceDogg's written instructions or authorisation.

2. If SourceDogg's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation:
   a. SourceDogg shall without limiting its other rights or remedies have the right to suspend performance of the Additional Services until the Customer remedies its default, and to rely on the Customer's default to relieve it from the performance of any of its obligations to the extent such default prevents or delays SourceDogg's performance;
   b. SourceDogg shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SouceDogg's failure or delay to perform any of its obligations as a result of the Customer's default; and
   c. the Customer shall reimburse SourceDogg on demand for any costs or losses sustained or incurred by SourceDogg arising directly or indirectly from the Customer's default.

SECTION 5 – Intellectual Property and Data

1. The Customer acknowledges and agrees that SourceDogg and/or its licensors own all Intellectual Property Rights in the Additional Services and the Documentation.

2. Except as expressly stated herein, these Additional Terms do not grant the Customer any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Additional Services and Documentation.

3. SourceDogg confirms that it has all the rights in relation to the Additional Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, these Additional Terms.

4. SourceDogg shall treat all data and other information submitted by the Customer in accordance with its Privacy Policy a copy of which is available to view or download at http://www.sourcedogg.com/privacy-security/

5. By placing an Order the Customer expressly consents to SourceDogg collecting, storing and using its personal information and data in accordance with these Additional Terms and its Privacy Policy.

6. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all data and information which is provides to SourceDogg.

7. If SourceDogg processes any personal data on the Customer's behalf when performing its obligations under the Contract the Customer shall be the data controller and SourceDogg shall be a data processor.

8. The Customer acknowledges and agrees that the data and information it supplies to SourceDogg may be transferred or stored outside the EEA or the country where the Customer is located in order to carry out the Additonal Services and SourceDogg's other obligations under the Contract.

9. The Customer shall ensure that it is lawfully entitled to transfer any relevant personal data to SourceDogg so that SourceDogg may lawfully use, process and transfer the personal data in accordance with the Contract.

10. The Customer shall fully comply with all applicable data protection legislation and regulations which may apply to the use and processing of all data and information supplied by the Customer to SourceDogg.

11. Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of any personal data or its accidental loss, destruction or damage.

12. The Customer acknowledges and expressly consents to its data which is submitted by it to SourceDogg being used by Source Dogg from time to time in the preparation of high level statistical reporting and the performance of the Additonal Services. Unless otherwise agreed, Sourcedogg will normally keep submitted information on its files for a period of six years and then destroy it.

13. The Customer further expressly consents to SourceDogg retaining all marketing rights to publish the Customer's name and identity both in writing and verbally, for marketing purposes. SourceDogg may also seek the Customer's permission to publish quotations, endorsements, success stories and case studies, but will not publish these without the Customer's approval of the final version.

SECTION 6- SourceDogg's Obligations

1. SourceDogg hereby undertakes not to, except where required by law or court order or in order to defend SourceDogg's rights in a legal dispute, disclose details of any Customer's billing information (where applicable) to third parties or use any such billing information in any other way except as necessary to perform its obligations under these Additional Terms or to process billing for SourceDogg.

2. All information relating to the Customer, including billing information, will be maintained as long as is necessary or as required by law and held in accordance with SourceDogg's Privacy Policy.

3. Final reports prepared by SourceDogg in connection with the Additional Services only become the property of the Customer on completion of the Additional Services and provided all Charges due to SourceDogg from the Customer have been paid by the Customer.

4. SourceDogg shall not reproduce or disclose any reports prepared by SourceDogg for the Customer as part of the Additional Services without the Customer's prior consent.

5. The use of specific identifiable business information, data and other material provided by the Customer in connection with the Additonal Services will be limited to tasks necessary to complete the Additional Services.

6. Subject to any disclosure required by law, no specific business information, data and other material provided by the Customer will be released to third parties without the Customer's prior approval.

7. Source Dogg and its agents shall exercise due care while accessing the Customer's networks and systems in the performance of the Additional Services to prevent any compromising of service and security.

8. SourceDogg shall maintain appropriate insurance including professional indemnity insurance during the term of the Contract.

SECTION 7 - Liability

1. This Section 7 sets out the entire financial liability of SourceDogg (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
   a. arising under or in connection with these Additional Terms and the Additonal Services;
   b. in respect of any use made by the Customer the Additional Services and Documentation or any part of them; and
   c. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Additional Terms.

2. Except as expressly and specifically provided in these Additional Terms:
   a. the Customer assumes sole responsibility for the results obtained from the use of the Additional Services and the Documentation by the Customer, and for conclusions drawn from such use. SourceDogg shall have no liability for any damage caused by errors or omissions in any information or instructions provided to SourceDogg by the Customer, or any actions taken by SourceDogg at the Customer's direction and where SourceDogg has acted properly in accordance with these Additonal Terms;
   b. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Additonal Terms; and

c. the Additional Services and the Documentation are provided to the Customer on an "as is" basis.

3. Nothing in these Additional Terms excludes SourceDogg's liability:
    a. for death or personal injury caused by SourceDogg's negligence; or
    b. for fraud or fraudulent misrepresentation.

4. Subject to clauses 2 and 3 of this Section 7 SourceDogg shall not be liable whether in tort (including for breach of statutory duty), contract, misrepresentation, restitution or otherwise for any of the following losses or damages howsoever caused and even if that loss or damage was foreseeable by or the possibility of it brought to the attention of SourceDogg:
    a. direct or indirect loss of or damage to:
        i. profit;
        ii. business;
        iii. contract;
        iv. opportunities;
        v. anticipated savings;
        vi. data;
        vii. goodwill;
        viii. reputation;
        ix. use;
    b. indirect or consequential loss or damage; or
    c. any claim against the Customer by a third party.

5. Each of the sub-clauses in clause 4 of this Section 7 above and each of the sub-paragraphs of clause 4(a) constitute separate terms and the introductory wording of clause 4 shall be applied to each of them separately. If any sub-clause or sub-paragraph is unenforceable for any reason, this shall not affect any other provision of clause 4.

6. Subject to clauses 3 and 4 of this Section 7 SourceDogg's total aggregate liability arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Charges paid by the Customer during the 12 months immediately preceding the date on which the claim arose.

7. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Where this is the case then to the extent required by law such exclusions and limitations shall not apply to the Customer.

SECTION 8 - Invoicing - Payments

1. The Customer shall provide SourceDogg with accurate, complete and valid credit card details or approved purchase order information and any other relevant billing and contact information required by SourceDogg at the same time as placing the Order. The Customer shall update this information immediately if there is any change to it.

2. If the Customer's contact information proves to be false or fraudulent, SourceDogg reserves the right to terminate the Contract immediately without liability.

3. The Customer shall pay SourceDogg the Charges and all other sums due to SourceDogg using the payment method shown on the Order unless otherwise agreed. Time for payment shall be of the essence of the Contract.

4. The Customer shall pay all sums due to SourceDogg on the due date of SourceDogg's invoice for the same.

5. To dispute an invoice, the Customer must contact SourceDogg in writing no later than ten (10) days after the billing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

6. Subject to any validly disputed invoice under these Additional Terms all sums due to be paid to SourceDogg by the Customer shall be paid in full without any deduction, set-off or deduction of any kind.

7. Without prejudice to any other rights and remedies of SourceDogg, unpaid Charges (except those Charges under reasonable and good faith dispute) are subject to interest at 1.5% or the maximum permitted by law per month on any outstanding balance, both before as well as after any judgement together with all costs and expenses incurred by SourceDogg in enforcing and collecting the same.

8. Without prejudice to its other rights and remedies where any payment is overdue from the Subscriber, SourceDogg are entitled to charge the Subscriber a reasonable administration fee and/or penalty fee if the Subscriber payment collection fails or the Subscriber otherwise default in making payments to us.

9. Where any payment is not made by Customer on the due date, SourceDogg shall be entitled, at its absolute discretion and without prejudice to any of its other rights and remedies, to terminate this Contract,

10. Save as expressly set out in these Additional Terms, the Customer shall not be entitled to withold payment of any sums due to SourceDogg, as a result of faults and/or defects of the Additional Services.

11. Except as provided for in these Additional Terms Charges are non-refundable.

12. All payments, fees and other charges payable to SourceDogg under this Agreement are exclusive of all applicable local and foreign taxes, levies and assessments. The Customer shall be responsible for the payment of all such taxes, levies and assessments imposed on either the Customer or SourceDogg arising out of this

Contract, excluding any tax based on SourceDogg net income.

13. If a Customer is required by any applicable law to deduct or withhold amounts otherwise payable to SourceDogg, the Customer agrees to pay the required amount to the relevant governmental authority and pay to SourceDogg such additional amount as is necessary to ensure that the net amount actually received by SourceDogg free and clear of all taxes equals the full amount SourceDogg would have received had no such deduction or withholding been required.

14. If a Customer pays by fraudulent means, SourceDogg reserves the right to immediately and permanently terminate the Contract, without liability and may notify the relevant authorities where it believes a criminal or fraudulent act has occurred.

15. The Customer agrees that SourceDogg may impose a reasonable administrative charge to restore archived data from delinquent accounts.

SECTION 9 - Confidentiality

1. Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party, its employees, agents or subcontractors, and any other confidential information concerning that other party's business or its products or its services which the receiving party may obtain. Each receiving party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging its obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality which are no less onerous than those contained in this Section 9. This Section 9 shall survive termination of the Contract.

SECTION 10 –Warranties

1. SourceDogg shall, during the term of the Contract, provide the Services and make available the Documentation to the Customer on and subject to these Additional Terms.

2. SourceDogg warrants that:
   a. the Additional Services will conform in all material respects to the service described in the Quotation and Order for a period of 90 days following completion of the Additional Services;
   b. that the Additional Services will be provided using reasonable care and skill.

3. If the Customer reasonably believes SourceDogg has breached both or either of the warranties in clause 2 of this Section 10, the Customer must identify the non-conformity or breach in a written

notice delivered to SourceDogg during the warranty period of 90 days referred to in clause 2 (a) above. If no written notice has been served by the Customer within this 90 day period then the Customer shall be deemed to have accepted the Additional Services and Documentation.

4. SourceDogg shall use reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Additional Services.

5. SourceDogg shall have the right to make any changes to the Additional Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Additional Services, and SourceDogg shall notify the Customer in any such event.

6. The sole and exclusive remedy, and SourceDogg's entire liability for any breach of the warranty in clause 2 of this Section 9, shall be correction of the warranted nonconformity in the service in question or, if SourceDogg fails to correct the warranted nonconformity after using reasonable commercial efforts, SourceDogg undertakes to terminate access to the non-conforming service and refund the unused portion of the Charges for this service paid by the Customer. SourceDogg shall not be liable for any non-conformity or alleged defect or failure in the Additional Services to the extent nonconformity, defect or failure was caused by any abuse, misuse, accident, alteration, or unauthorized modification or installation by a Customer of the Additional Services.

SECTION 11 – Term - Termination - Suspension For Breach

1. The contract for the Additional Services is valid and enters into force as of the date of acceptance of the Order as detailed in clause 6 of Section 2 above and shall conclude on completion of the delivery of the Additional Services by SourceDogg unless or until terminated earlier in accordance with these Additional Terms.

2. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach.

3. SourceDogg may (without limiting its other rights and remedies) terminate the Contract and immediately cease providing the Services if :
   a. the Customer fails to pay any of the Charges or any other sums due to SourceDogg under the Contract on the due date;

b. the Customer becomes insolvent, has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Customer is incorporated, resident or carries on business; or

c. in any other circumstances provided for in these Additional Terms.

4. On termination of the Contract for any reason:

a. the Customer shall immediately pay to SourceDogg all of SourceDogg's outstanding unpaid invoices and interest and, in respect of Additional Services supplied but for which no invoice has been submitted, SourceDogg shall submit an invoice, which shall be payable by the Customer immediately on receipt;

b. the Customer shall return all of the Documentation and other deliverables which have not been fully paid for. If the Customer fails to do so, then SourceDogg is hereby irrevocably authorised to enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

c. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

d. those clauses which expressly or by implication have effect after termination shall continue in full force and effect.

SECTION 12 - Miscellaneous Provisions

1. **Notice.** Any notice to be given under these Additional Terms will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee with a successful delivered notification. The provisions of this clause shall not apply to the service of any

proceedings or other documents in any legal action.

Notices to SourceDogg shall be sent to :
Big Dogg Technologies Ltd
Galway Technology Centre,
Mervue Business Park,
Galway, Ireland
Or
support@sourcedogg.com

2. **Severability.** Should any provision of these Additional Terms or the Contract be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction, the invalid or unenforceable provision shall be given no effect but the remaining provisions of this Agreement shall remain in full force and effect.

3. **Entire Agreement.** These Additional Terms, the Privacy Policy, if applicable, the Subscription Terms and Terms of Use and any other documents entered into pursuant to the Contract, constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between them with respect to the arrangements referred to in these Additional Terms and the Contract.

4. **Independent Contractors.** Nothing in the Contract shall constitute a partnership, joint venture, representative or agency relationship between the parties or be construed or have effect as constituting any relationship of employer and employee between the parties. Neither party shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.

5. **Forward looking Statements.** Documents released by SourceDogg may contain forward-looking statements concerning SourceDogg's product development. All statements that address activities, events or developments that we intend, expect, plan, project, believe or anticipate will or may occur in the future are forward-looking statements. These forward-looking statements are based on current expectations and are naturally subject to uncertainty and changes in circumstances that may cause actual product development to differ materially from those expressed or implied by such forward-looking statements. Factors that could cause the SourceDogg's product development to differ materially from those expressed in forward-looking statements include, without limitation, variation in demand, technological change, regulatory change and acceptance of the Company's products and services,. Many of these factors are beyond SourceDogg's control; therefore, future development may vary substantially from what SourceDogg foresees and releases from time to time, SourceDogg shall not be liable for any damage or loss sustained by the Registered User as a result of placing undue reliance on such forward-looking statements.

SourceDogg does not have any intention or obligation to update forward-looking statements except as required by law.

6. Force majeure. Neither the Customer nor SourceDogg shall be liable in any way for loss, damage or expense arising directly or indirectly from any hindrance, failure or delay in performing any obligation under these Additional Terms or any Additonal Terms caused by any circumstance beyond the affected party's reasonable control, which shall include war, terrorism, riot, vandalism, accident, breakdown or damage to machinery or equipment, acts of God, fire, flood, severe weather conditions, strike, lock-out or other industrial disputes, legislative or administrative interference or national crisis (each an "Event of Force Majeure"). If an Event of Force Majeure continues for more than 60 days either party may terminate the Contract on written notice to the other.

7. Amendments
   a. SourceDogg reserves the right to vary or amend these Additional Terms by publication of a notification or message on the Site or through an email or letter to the Customer, using the email address. The amendments shall be deemed to have been accepted by the Customer unless a written communication from the Customer expressing refusal of the amendments is received within 15 days of the date of the notice.
   b. Where the Customer refuses to accept the amendments made by SourceDogg, the Customer shall have 30 days from the date of SourceDogg's notification of the amendments to terminate the Contract.
   c. The Customer's continued use of the SourceDogg Service shall represent its unconditional acceptance of the amendments to the Terms of Use in their entirety.

8. **Assignment**
   a. SourceDogg may at any time assign, transfer, charge or deal in any other manner with any of its rights under these Additional Terms and may sub-contract any or all of its obligations under these Additional Terms and the Contract.
   b. The Customer may not at any time assign, transfer, charge or deal in any way with its rights and obligations under these Additional Terms and the Contract without SourceDogg's prior written consent.

9. **Waiver** - Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with these Additional Terms shall not constitute a waiver of such right or remedy or of any other rights or remedies.

10. **Governing Law - Jurisdiction.** These Additional Terms and the Contract are governed by and shall be construed in accordance with Irish law. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Ireland.