

TERMS AND CONDITIONS OF USE

The iSupplyMFA registration website ("Website") is made available by the George Washington University to the Medical Faculty Associates, Inc ("MFA") to provide suppliers with the opportunity to register as a supplier with the MFA to respond to procurement opportunities posted by the MFA, and to access general procurement information issued by the MFA.

ACCEPTANCE

BY USING THIS WEBSITE, SUPPLIER ACKNOWLEDGES AND AGREES THAT SUPPLIER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE ("AGREEMENT"). SUPPLIER'S ACKNOWLEDGEMENT OF THIS AGREEMENT IS EVIDENCED BY LOGGING INTO THE SYSTEM. The MFA RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME WITHOUT NOTICE. BY CONTINUING TO USE THE WEBSITE FOLLOWING ANY SUCH CHANGES, SUPPLIER AGREES TO BE BOUND BY THIS AGREEMENT, AS MODIFIED FROM TIME TO TIME.

REGISTRATION

To be eligible to use the Website and participate in procurement opportunities, Supplier must register and provide all information required by the MFA, including, but not limited to, banking information. The MFA requires Supplier to accept electronic payments for goods and services either through ACH funds transfer, procurement cards or settlement cards. In consideration of Supplier's use of the Website, Supplier agrees to: (1) provide true, accurate, current and complete information as required by all registration forms; and (2) maintain and properly update registration information to keep it true, accurate, current, and complete. If Supplier provides any information that is untrue, inaccurate, not current, or incomplete, The MFA reserves the right to suspend or terminate Supplier's account and deny use of Website.

SUPPLIER ACCOUNT

Supplier will be issued a user ID and password (which must be changed upon initial login) after registering to establish a supplier account. Supplier agrees to maintain the confidentiality of its account information, including without limitation its login credentials, and be responsible for all activities under its account. Supplier may authorize its employees to use its account, but Supplier shall be responsible for all activities by such employees. Supplier agrees to: (1) immediately notify Procure-to-Pay of unauthorized use of Supplier's account or any other breach of security; and (2) ensure that Supplier properly logs off the account at the end of each session. Supplier is responsible for all content uploaded, posted, emailed, transmitted, or otherwise made available to the MFA through the Website by the Supplier or through the Supplier's account.

TERMINATION OF ACCOUNT

The MFA may, in its sole discretion, terminate Supplier's account and use of the Website, and remove and discard any content within the Website or Supplier's account, for any reason, including, without limitation, for lack of use or if the MFA reasonably believes that Supplier has violated or acted inconsistently with this Agreement. The MFA may terminate Supplier access to the Website without notice and may immediately deactivate or delete Supplier's account and any information in Supplier's account. The MFA shall not be liable to Supplier or any third party for any termination of access to the Website.

SECURITY

The MFA agrees to implement appropriate security measures consistent with industry standards to promote the confidentiality, integrity, and availability of any information under its possession or control. The MFA will utilize Secure-Sockets Layer ("SSL") encryption technology for instances where the Supplier will provide personal or financial information through the Website. The SSL technology's purpose is to protect users' information from being viewed by an outside third party.

CONFIDENTIALITY AND PRIVACY

Information concerning either party's business methods, financial information, future plans, personnel data, trade secrets, financial and accounting policies or similar matters, or information designated as "confidential" by a disclosing party, (the "Disclosing Party") shall be treated as confidential. The party receiving such confidential information (the "Receiving Party") shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, in order to preserve its confidentiality. Confidential information shall not be revealed to third parties without the written consent of the Disclosing Party, and neither party use the other party's confidential information for any purpose except for purposes of performing this Agreement. This confidentiality requirement shall not apply to: (i) information in the public domain; (ii) information independently developed by either party without use of the other party's confidential information; (iii) information received by either party from a third party under no duty of confidentiality; and (iv) a disclosure of information that is required by law or court order, provided, however, that the Receiving Party provides to the Disclosing Party prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Disclosing Party's Confidential Information from public disclosure.

The Privacy Policy is incorporated into by Agreement and is available by contacting PrivacyOfficer@mfa.gwu.edu. By using the Website, Supplier agrees to the terms and conditions of the Privacy Policy.

PROPRIETARY RIGHTS

All content on the Website, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement, is the property of the MFA or its licensors with all rights reserved.

Except as allowed by law or as expressly permitted in connection with specific content, this Website and its contents may not be reproduced, modified, distributed, displayed, performed, or used in any way without the prior written permission of the MFA or any third party owner.

The name of the MFA and its registered marks may not be used without the prior written consent of the MFA in each instance. This prohibition extends to inclusion of the name of the MFA in client lists or press releases.

LINKS TO THIRD PARTY SITE

This Website may include links to other websites. Supplier acknowledges and agrees that such links are provided for convenience and do not reflect any endorsement by the MFA with respect to the linked site or its provider. The MFA makes no representations or warranties with respect to any linked website: Supplier's use of any linked website is solely at supplier's own risk.

INDEMNIFICATION

Supplier shall defend, save, hold harmless, and indemnify the MFA and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Supplier or its officers, employees, subcontractors, or agents while using the Website.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed and construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the District of Columbia without regard to conflicts of laws issues.

Any dispute arising from this Agreement shall be resolved by good faith negotiations between the parties. If the parties cannot resolve the dispute via negotiations, either party may file suit solely in the local or federal courts of the District of Columbia, and all parties hereby consent to the personal jurisdiction and venue of such courts for any such action, regardless of where they may reside or work at the time of such dispute.

DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY

The Website and any information, products or services therein are provided "as is" without warranty of any kind, either express or implied, including without limitation, the implied warranties of merchant ability, fitness for use of a particular purpose, or non-infringement. The MFA does not warrant that the Website will operate in an uninterrupted or error-free manner or that the Website is free of viruses or other harmful components.

The use of the Website is at supplier's risk. When using the Website, information is transmitted over systems and servers beyond the control of the MFA. The MFA assumes no

liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with the use of the Website. It is the supplier's responsibility to ensure that any documents, applications, or bids are received by the MFA before any established deadlines.

Any material downloaded or otherwise obtained through the use of the Website is done at supplier's discretion and risk, and supplier shall be solely responsible for any damage to its computer system or loss of data that results from the download of any such material. No advice or information, whether written or oral, obtained by supplier from the Website shall create any warranty not expressly stated in this Agreement. The MFA makes no representation regarding Supplier's ability to transmit and receive information from or through the Website and Supplier agrees and acknowledges that its ability to access the Website may be impaired. The MFA disclaims any and all liability resulting from or related to such events.

IN NO EVENT SHALL THE MFA BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE ISUPPLYGW SITE OR THE CONTENT, INFORMATION OR SERVICES HEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT THE MFA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FEEDBACK AND QUESTIONS

The MFA encourages Supplier to contact the MFA in regards to any questions, comments, suggestions, or other feedback about the Website. Feedback may be sent to the following e-mail address: isupplygw@mfa.gwu.edu. Supplier acknowledges and agrees that any feedback provided to the MFA is non-confidential and the MFA shall be entitled to the unrestricted use and dissemination of it for any purpose, commercial or otherwise, without acknowledgment or compensation to supplier.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between supplier and the MFA with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral or written agreements.

BY LOGGING INTO THE SYSTEM YOU ARE AFFIRMING THAT YOU HAVE THE LEGAL AUTHORITY TO MAKE THIS AGREEMENT AND LEGALLY BIND THE SUPPLIER. YOU ARE ALSO AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT.