

GlobalWorx Terms of Use

TERMS OF USE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES.

ACCEPTANCE OF TERMS

The following Terms of Use Agreement (the "TOU") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Synergy Systems, LLC ("Synergy") also known as GlobalWorx, located at 2812 Emerywood Parkway, Henrico, Virginia 23294 and our subsidiaries and affiliates, in association with the use of the GlobalWorx website, which includes www.goglobalworx.com, (the "Site") and its Services, which are defined below.

TERMS & TERMINATION

The term of this Agreement (the "Term") will commence on the Effective Date and continue until terminated by either You or Synergy.

Either party may terminate this Agreement for any reason at any time. You may terminate this Agreement by closing Your account and notifying the Grocery Retailer. Synergy may terminate by notifying You in writing and closing Your account. Upon termination of this Agreement, You shall cease all use of the Platform.

DESCRIPTION OF WEBSITE SERVICES OFFERED

The Site is a collaboration portal website which has the following description:

The GlobalWorx website portal is to provide Retailer(s) suppliers a Contact Management portal for the purpose of capturing store supplier contact information to include supplier name, email and phone to generate Critical Service Issues ("CSIs") or Automated Vendor Notification ("AVN") with data relating to store specific out of stock information or service needs and the business Intelligence reporting tool for the purpose of data visualization and analytics of data provided from the Retailer(s) Automated Vendor Notification ("AVN"). Any and all visitors to our site shall be deemed as "users" of the herein contained Services provided for the purpose of this TOU. By completing the registration process and/or using this application, you agree to be bound by the terms of this agreement. If you do not wish to be bound by these terms of agreement, please make us aware via email at info@goglobalworx.com so that we may alert Retailer(s). The user acknowledges and agrees that the Services provided and made available through our website and applications, which may include mobile applications, are the sole property of Synergy. At its discretion, Synergy may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall not apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Synergy does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement

and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith. Synergy is not responsible for the content, accuracy and timing of any data provided by Retailer(s) to be distributed to its suppliers that are users of the website.

Furthermore, the user understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Synergy shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

PRIVACY POLICY

Every member's registration data and various other personal information are strictly protected by the Synergy Online Privacy Policy (see the full Privacy Policy at www.goglobalworx.com/privacy-policy). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing or use by Synergy and/or our subsidiaries and affiliates.

ACCURACY

Synergy has no responsibility or liability for the accuracy of any data submitted to, entered into, or transmitted through the Platform by You or another user, including without limitation Your Data. Synergy will make diligent efforts to correct any data entry errors brought to their attention. Right to Retain, Delete or Suspend Access. You agree that You shall not rely on the Platform for backup or storage of Your Data.

YOUR RESPONSIBILITIES & RESTRICTIONS

You agree to comply with the Synergy's acceptable use policy currently contained in the standard TOU (the "TOU"). In addition, You shall not: (a) provide System passwords or other log-in information to any third party; (b) share non-public System features or Content with any third party; (c) access the Platform in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Platform, or to copy any ideas, features, functions or graphics of the Platform; or (d) engage in web scraping or data scraping or related to the Platform, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. If Synergy reasonably suspects that You have violated the requirements of this Section Synergy may suspend Your access to the Platform without advanced notice, in addition to other remedies Synergy may have. Synergy is not obligated to take any action against You or any other System user or other third party for violating this Agreement, but Synergy is free to take any such action it sees fit.

UNAUTHORIZED ACCESS

You agree to take reasonable steps to prevent unauthorized access to the Platform, including by protecting Your passwords and other log-in information. You shall notify Synergy immediately if You know of or suspect unauthorized use of the Platform or breach of its security.

COMPLIANCE WITH LAW

In using the Platform, You shall comply with all applicable laws, including laws governing the protection of personally identifiable information and other laws applicable to the protection of Your Content.

SYSTEM ACCESS

You are responsible and liable for: (a) Your use of the Platform, including unauthorized conduct and conduct that would violate the TOU or the requirements of this Agreement; and (b) any use of the Platform through Your account or passwords, whether authorized or not.

FEEDBACK

Synergy has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that You provide to Synergy Systems, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Synergy's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting You. You hereby grant Synergy a perpetual, irrevocable right and license to exploit Feedback in any and every way. "Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Synergy's products or services. Feedback does not include confidential supplier information.

SERVICES

Services are provided based on the Grocery Retailer mandated program that is being serviced by the supplier. The following is a list of Software As A Service, (SaaS) provided by GlobalWorx to Supplier.

GlobalWorx Contact Management and Service Collaboration Platform:

Contact Management

- Store and supplier (manufacturer, DSD, third party) contact and communication information captured, stored, and maintained by location.
- Actively managed and curated by GlobalWorx personnel.

Retail Store ability to easily communicate a Service issue to your company.

Automated issue escalation and tracking based on the supplier-defined protocols are provided.

Visibility and roll-up reporting are supplied across all retail store locations.

Automated Out of Stock Supplier-Criteria Alert Notifications for Multi-Day, Ad Item and Priority Items scanned OOS:

Alert notifications with predetermined messages are provided to the supplier via phone and email.

Supplier-defined alerts are distributed for priority items and weekly ad items that are scanned out of stock.

Inventory SKUs are mapped to store, distributor, and manufacturer.

Weekly Recap Push Reports:

- Multi-Day Out Of Stock SKU report
- Consecutive day Out Of Stock SKU report
- Ad Item Out Of Stock SKU report
- Priority item Out Of Stock SKU report

Automated Check-in and out process

- Provide login information and support for the store portal.
- Reporting and analysis are provided to achieve Grocery Retailer's desired goals.

Supplier Schedule Management:

- Managed supplier schedules (e.g., delivery, merchandising, delivery/merch) as directed by Grocery Retailer.
- Schedule templates (custom-built or uploaded)
- Manage schedule updates and changes.

SUPPORT

Supplier Service Support:

- Training resources
- Supplier and Grocery Retailer DSD Command Center
- 24/7 support line
- Web-based Group Training
- Account Management Support
- Account Services Team

INVOICING AND PAYMENT

1. Unless otherwise agreed, Synergy will invoice you based on the Retailer(s) pricing structure and/or program components. Pricing will be provided through the participating Retailer(s) communication to their suppliers of the program and during the registration process prior to implementation of the Retailer(s).
2. You are responsible for providing complete and accurate billing information.
3. Terms of billing will be annually.
4. Invoice charges are due 30 days from the invoice date.
5. Late fees will accrue on a monthly basis at a rate of 3.5% per month
6. If payment is not received within 60 days of invoice, the retailer provided primary contact for your company, will receive all Service Alert notifications that are automatically or manually generated by the retailer stores until payment is received.

SYSTEM MAINTENANCE SUPPORT

Availability

GlobalWorx shall ensure that the DSD Vendor web interface is operating and available to Customer as follows.

Availability During Critical Hours (6 AM – 10 PM Eastern, 7 days a week): Services shall be Available at least 99.9% of the time during Critical Hours each month of the Term.

Availability During Non-Critical Hours: The Services shall be Available at least 97% of the time during non-Critical Hours each month of the Term, excluding planned and communicated maintenance outages (typically between 2:00 a.m. and 5:00 a.m. Eastern)

Customer Support

GlobalWorx Office hours are 9 am to 5 pm Monday – Friday.

Online support is available from 7am – 9 pm EST 7 days a week except Thanksgiving and Christmas Holidays.

SLA Ranking and Outage Levels - The following response and remediation times will be met 100% of the time.

Definitions

Target Response – Company acknowledges the issue and has triaged the appropriate support teams.

Remediation Time – Core problem has been resolved and all primary systems are operational again to the customer.

Issue Severity	Description	Response/Remediation Time
1 (Outage)	GlobalWorx system down and inaccessible. e.g. Unable to access the SaaS Solution.	Within 30 minutes/Within 4 hours
2 (Critical)	Major SaaS Solution functionality degraded and not usable. e.g.	Within 1 hour/Within 8 hours

3 (Minor)	Minor SaaS Solution functionality impaired	Within 8 hours/Within 1 business week
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Exceptions - 3rd party outage outside of the GlobalWorx team control that is impacting a major component of the system. The GlobalWorx team will still meet the target response time after being notified by the customer of impact and will work with the associated vendors until a resolution is achieved.

Maintenance

Scheduled Downtime - GlobalWorx utilizes Off- Peak Hours' time for regular system/server upgrades and maintenance. There will be no more than twelve hours of Scheduled Downtime per calendar year. GlobalWorx will provide 48-hour notice via email notification.

Emergency patches and repairs may be carried out at any time.

GlobalWorx will provide all Platform upgrades, enhancements, and bug fixes at no additional cost for platform users. This would not apply to specific customization request as these would require a statement of work and agreed upon by GlobalWorx, customer and our affiliates.

Security

The GlobalWorx Platform was designed as a fully distributed system with a Security First Philosophy woven throughout the layers of the entire platform. From the infrastructure side, all communications are carried out over secured networking using encrypted protocols from the web all the way through to the interactions between the applications various services. Redundant monitoring systems are employed to watch and report on service health statistics, traffic loads and availability exceptions 24/7. On the application side, platform services all enforce a Role Based Access Control (RBAC) structure that has been enhanced to restrict / permit exactly what a user can do for a specific organizational unit within the platform. The application also employs extensive logging from all services to assist in resolution when problems. In all cases, Best Practices for securing and monitoring cloud native applications have been followed throughout the platform.

GlobalWorx can provide our information security policies upon request.

INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party, its directors, officers, agents and employees from and against any and all claims, liabilities, demands, suits, losses, damages, costs and expenses, including attorney's fees, to the extent arising from or out of the activities or omissions of it and/or its users, agents, personnel, employees or contractors, to the extent caused by the negligent acts or omissions of, or the breach of any terms of this Agreement by such Party, its agents, personnel, employees or contractors. Synergy shall indemnify, defend and hold harmless You, Your directors, officers, agents and employees from and against any and all claims, liabilities, demands, suits, losses, damages, costs and expenses, including attorney's fees, to the extent arising from or out of any third party claim of infringement of any patent, copyright, trademark, or other property right based on any of Globalworx™ software or services.

MODIFICATIONS

Synergy shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Synergy's Services and any essential software that may be used in connection with our Services ("Software") will contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Synergy or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on Synergy Services (e.g. Content or Software), in whole or part. Synergy herein has granted you personal, non-transferable and non-exclusive rights and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Synergy for use in accessing our Services.

B. SYNERGY AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) SYNERGY SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) SYNERGY SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERRORFREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE SYNERGY SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

C. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF SYNERGY SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

D. NO ADVICE AND/OR INFORMATION, WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM SYNERGY OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

E. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR

MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT SYNERGY AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- A. THE USE OR INABILITY TO USE OUR SERVICE;
- B. THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- C. UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- D. STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;

EXCLUSION OF CONSEQUENTIAL DAMAGES

IN NO EVENT WILL EITHER PARTY BE LIABLE THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOU, that there shall be no third-party beneficiaries to this agreement.

NOTICE

Synergy may furnish you with notices, including those with regards to any changes to the TOU, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOU by accessing our Services in an unauthorized manner. Your acceptance of this TOU constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Synergy trademarks, copyright, trade name, service marks, and other Synergy logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Synergy. You herein agree not to display and/or use in any manner the Synergy logo or marks without obtaining prior written consent from Synergy.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

Synergy will always respect the intellectual property of others, and we ask that all our users do the same. With regards to appropriate circumstances and at its sole discretion, Synergy may disable and/or terminate the accounts of any user who violates our TOU and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

A. The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;

B. A description of the copyrighted work or other intellectual property that you believe has been infringed upon;

C. A description of the location of the site which you allege has been infringing upon your work;

D. Your physical address, telephone number, and email address;

E. A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;

F. And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf. The Synergy Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Synergy Attn: Copyright Agent
2812 Emerywood Parkway
Henrico, Virginia 23294
Telephone: 866-416-3447
Fax: 804-726-1467
Email: info@goglobalworx.com

CLOSED CAPTIONING

BE IT KNOWN, that Synergy complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at www.goglobalworx.com.
GENERAL INFORMATION

ENTIRE AGREEMENT

This TOU constitutes the entire agreement between you and Synergy and shall govern the use of our Services, superseding any prior version of this TOU between you and us with respect to Synergy Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Synergy Services, affiliate Services, third-party content or third-party software.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and Synergy with regard to the TOU that the relationship between the parties shall be governed by the laws of the state of Virginia without regard to its conflict of law provisions.

WAIVER AND SEVERABILITY OF TERMS

At any time, should Synergy fail to exercise or enforce any right or provision of the TOU, such failure shall not constitute a waiver of such right or provision. If any provision of this TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOU must be filed within one year after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this TOU to Synergy as follows:

Mailing Address:
Synergy Systems, LLC
2812 Emerywood Parkway
Henrico, Virginia 23294
Telephone: 866-416-3447