

GREEN CABBAGE TERMS AND CONDITIONS OF USE AND MUTUAL NONDISCLOSURE AGREEMENT

1. **Terms** By accessing this website or the Green Cabbage One Workspace Platform, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site.
2. **Use License** Permission is granted to companies accessing Green Cabbage's One Workspace Platform to download and utilize the materials (information and benchmark data) provided on Green Cabbage's One Workspace Platform for the purpose of their internal business operations and commercial negotiations with their suppliers. This is the grant of a license, not a transfer of title, and under this license, you may not:
 - A. 2.1 Modify or copy the materials for any purpose other than as expressly permitted under these Terms and Conditions;
 - B. 2.4 Remove any copyright or other proprietary notations from the materials;
 - C. 2.5 Transfer the materials to another company or "mirror" the materials on any other server without the express written permission of Green Cabbage.

This license shall automatically terminate if you violate any of these restrictions. Upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. **Disclaimer** The materials on Green Cabbage's website and One Workspace Platform are provided "as is". Green Cabbage makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties.
4. **Limitations** In no event shall Green Cabbage or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Green Cabbage's One Workspace Platform.
5. **Revisions and Errata** The materials appearing on Green Cabbage's website and Green Cabbage's One Workspace Platform could include technical, typographical, or photographic errors.
6. **Site Terms of Use Modifications** Green Cabbage may revise these Terms of Use for its website and the Green Cabbage One Workspace Platform at any time without notice.
7. **Governing Law** Any claim relating to Green Cabbage's website and Green Cabbage's One Workspace Platform shall be governed by the laws of the state of Delaware without regard to its conflict of law provisions.
8. **Mutual Non-Disclosure Agreement (MNDA)**
 - A. **Confidentiality:** Both parties agree that certain information, technical data, and commercial data provided by either party to the other, including documentation, customers' data, pricing data, terms, research, and strategies in connection with these Terms and Conditions are considered confidential ("Confidential Information").

- B. **Non-Disclosure:** Both parties agree not to disclose any Confidential Information received from the other party to anyone else, except as required by law or as permitted by these Terms and Conditions.
- C. **Use Limitation:** Neither party shall use any Confidential Information of the other party except to the extent necessary to fulfill their obligations or exercise their rights under these Terms and Conditions.
- D. **Return or Destruction:** Upon the written request of a party, the other party shall return or destroy all Confidential Information of the requesting party in its possession.
- E. **Survival:** The obligations of each party under this MNDA section will survive termination of these Terms and Conditions for a period of two (2) years.

9. **Acknowledgment and Signature**

- A. By using this website, Green Cabbage One Workspace Platform and services offered by Green Cabbage, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions of Use, including the Mutual Non-Disclosure Agreement (MNDA).
- B. By signing this document, you attest that you are an authorized signatory of the company you represent and have the authority to bind said company to the terms and conditions of this agreement.

Signatures

GREEN CABBAGE, LLC

Russell Ross

Russell Ross

Chief Operations Officer