

DubSuite Vendor Agreement

This **DubSuite Vendor Agreement** ("Agreement") outlines the terms and conditions under which vendors ("Vendor") may create and maintain listings on **DubSuite.com** ("Platform"), a marketplace for NetSuite developers and consultants. By registering on DubSuite, you agree to the following terms:

1.0 Definitions

- **1.1 "Vendor"**: Any individual or entity that creates a listing on DubSuite.
 - **1.2 "Customer"**: Any individual or business that interacts with or inquires about a Vendor's listing through DubSuite.
 - **1.3 "Platform"**: The DubSuite website, dubsuite.com, and all its associated services.
 - **1.4 "Listing"**: The Vendor's product or service profile posted on the Platform.
 - **1.5 "Lead"**: Information submitted by a Customer via a form on the Platform, forwarded to the Vendor by DubSuite.
-

2.0 Vendor Obligations

Vendors agree to the following terms when creating and maintaining a listing on DubSuite:

2.1 Social Media Posting Requirement

- Once the DubSuite website has been announced publicly the Vendor will need to post that they have created listing(s) on DubSuite within three (3) days of the public go live announcement. This will happen around the time that DubSuite has a critical mass of products listed.
- Subsequent to the DubSuite public announcement. Within three (3) days of the listing going live, the Vendor agrees to post a link to the listing on social media (Facebook (NetSuite Groups), X, LinkedIn (General & NetSuite Groups), Reddit (NetSuite Groups), Slack (NetSuite Professionals Group), etc.). If the Vendor fails to post the link within the specified timeframe, DubSuite reserves the right to remove the Vendor's listing from the Platform.

2.2 Response Time to Leads

- Vendors agree to respond to leads generated from their listing within one business day of receipt.

2.3 Discounted Pricing

- Vendors must offer a minimum 10% discount on their products/services in their DubSuite listing, compared to pricing listed on their own website.

2.4 No Direct Solicitation

- Vendor agrees to not ask customers to contact them directly, but asks customers to use the contact form provided below the listing or visible upon click of the “Get it Now” button. Vendor agrees to not provide web addresses, emails, phone numbers or other means of directly contacting them through their Listings.

2.5 Product Quality and Guarantee

- Vendors guarantee that their products and services will function as described. In the event of any failure, the Vendor agrees to refund the Customer in full.

2.6 Vendor Liability

- Vendors are fully responsible for any damages caused by their products or services and agree not to hold DubSuite liable in any customer disputes.

2.7 Data Protection and Privacy

- Vendors agree to protect customer data and will not export data outside of NetSuite without the Customer’s explicit consent. Vendors must comply with applicable data protection regulations (e.g., GDPR, CCPA).

3.0 Confidentiality

- Vendors agree to maintain the confidentiality of all customer data and not disclose or share customer information without explicit consent.

3.1 Definition of Confidential Information

As used in this Agreement, “**Confidential Information**” refers to all information disclosed by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), either orally or in writing, that is designated as confidential or which, by its nature, should reasonably be understood to be confidential given the circumstances of its disclosure.

For **DubSuite**, Confidential Information includes but is not limited to:

- Information regarding the DubSuite platform and its services.
- Customer data or any information obtained by the Vendor as a result of interactions through the Platform.

- Non-public technical or business information regarding DubSuite, its operations, or third-party applications listed on DubSuite.

For the **Vendor**, Confidential Information includes but is not limited to:

- Business and marketing plans.
- Product designs and technical information.
- Business processes and any discussions related to the partnership between the Vendor and DubSuite.

Confidential Information does **not** include information that:

1. Becomes publicly known through no breach of any obligation owed to the Disclosing Party.
2. Was known to the Receiving Party before disclosure without breach of any obligation to the Disclosing Party.
3. Is received from a third party without breach of any obligation owed to the Disclosing Party.
4. Is independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party.

Notwithstanding the above, Customer Data remains confidential even if it meets the criteria outlined in (i) to (iv).

3.2 Protection of Confidential Information

The Receiving Party agrees to:

- Use the same degree of care in protecting the Confidential Information as it uses to protect its own confidential information, but not less than reasonable care.
- Not use any Confidential Information for any purpose other than what is stated in this Agreement.
- Limit access to the Confidential Information to employees, contractors, or affiliates who need the information to fulfill their obligations under this Agreement and who are bound by confidentiality obligations no less protective than those herein.

Neither party may disclose the terms of this Agreement to any third party, except to their affiliates, legal counsel, or accountants, without the prior written consent of the other party. In the event of such a disclosure, the disclosing party will ensure that the third party complies with this confidentiality section.

3.3 Compelled Disclosure

If the Receiving Party is compelled by law to disclose the Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prior notice (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, should the Disclosing

Party wish to contest the disclosure. If the Receiving Party is compelled to disclose Confidential Information as part of a civil proceeding in which the Disclosing Party is involved and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for the reasonable cost of providing access to such Confidential Information.

4.0 Platform Guidelines

The following guidelines apply to how Vendors interact with and use the DubSuite Platform:

4.1 No Direct Contact

- Vendors may not use their listings to encourage Customers to contact them directly outside of the Platform. All leads must be captured on the Dubsuite platform.

4.2 Intellectual Property

- Vendors retain ownership of the content they submit to DubSuite but grant DubSuite a non-exclusive, worldwide, royalty-free license to display, promote, and distribute their listings on the Platform.
-

5.0 Indemnification

Vendors agree to indemnify and hold DubSuite, its affiliates, employees, and agents harmless from any claims, liabilities, damages, or legal actions arising from the Vendor's products, services, or conduct on the Platform.

6.0 Termination and Suspension

DubSuite reserves the right to terminate or suspend a Vendor's account or listing for failure to comply with the terms of this Agreement, including but not limited to:

6.1 Failure to provide adequate customer support.

6.2 Customer reviews of Vendor's products or services are consistently below 4 Stars

6.2 Violation of the data protection or confidentiality policies.

6.3 Failure to meet the social media post requirement.

7.0 Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law provisions. Vendors and DubSuite agree to submit to the exclusive jurisdiction of the state and federal courts located in Utah.

8.0 Limitation of Liability

DubSuite will not be liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the Platform, or from any product or service listed by the Vendor.

9.0 Force Majeure

Neither party shall be held liable for any failure or delay in performance due to circumstances beyond their control, including but not limited to natural disasters, war, pandemics, or government restrictions.

10.0 International Vendors and Compliance

Vendors located outside the United States are responsible for ensuring that their listings and business practices comply with the laws of their respective jurisdictions. DubSuite is not responsible for ensuring that international vendors comply with local laws and regulations.

11.0 Modifications to the Agreement

DubSuite reserves the right to update or modify this Agreement at any time. Any changes will be communicated to Vendors via email or through the platform. Continued participation on the platform after changes are posted will constitute acceptance of the revised terms.

12.0 Data Privacy

Vendors must ensure that all customer data is handled in compliance with relevant privacy laws, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

13.0 Disclaimers

13.1. No Endorsement

DubSuite does not endorse, guarantee, or warrant the products or services offered by any Vendor. The Vendor acknowledges that their participation on the DubSuite platform does not constitute an endorsement by DubSuite.

13.2. Use at Your Own Risk

Customers of the DubSuite platform should make their own independent evaluations of the products and services offered by Vendors. DubSuite is not responsible for any decisions made by customers based on Vendor listings.

13.3 Miscellaneous

This Agreement constitutes the entire understanding between DubSuite and the Vendor. Any amendments or modifications to this Agreement must be made in writing and mutually agreed upon by both parties.

14.0 Customer Acceptance Agreement

By using DubSuite.com, the Customer agrees to the following:

- **14.1 No Warranties:** DubSuite does not warrant the quality or functionality of products and services offered by third-party Vendors on the Platform.
 - **14.2 No Liability:** DubSuite is not responsible for any damages or issues arising from the use of products or services obtained through the Platform.
 - **14.3 Marketing Updates:** DubSuite may send updates about new products and services listed on the Platform. Customers may opt-out at any time.
-

By digitally signing this Agreement, you confirm that you have read, understood, and agree to be bound by the terms and conditions outlined above.

Contact Information

For questions or concerns about this Vendor Agreement, please contact us at:

Email: support@dubsuite.com

Address: 3343 Fernwood Circle Layton, UT 84041