

PlantShare Marketplace Vendor Agreement

PlantShare LLC, a Washington limited liability company, and the Vendor enter this PlantShare Marketplace Vendor Agreement (“Agreement”). The Vendor (“Vendor” or “You” or “Your”) agrees to these terms and that they are mandatory for its offering of products and/or services (“Product(s) or “Service(s)) through the PlantShare Marketplace. This Agreement governs the Vendor’s dealings with and participation in the PlantShare Marketplace (“Marketplace”) as a Vendor.

The Agreement is effective as of the date on which the Vendor clicks to accept it (the “Effective Date”). If you are accepting on behalf of Vendor, you represent and warrant that (i) you have full legal authority to bind Vendor to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of Vendor, to this Agreement.

1. Marketplace.

- 1.1. The Marketplace is an online marketplace entered through the PlantShare website at <https://plant-share.com/shop> where vendors may list products or services for purchase, procurement, deployment, and use by PlantShare customers (“Customer(s)”). To participate in the Marketplace, You must open and maintain a Vendor Account and Payment Account and provide all information requested by PlantShare and its agent(s) to approve Your participation in the Marketplace.
- 1.2. Marketplace vendors are required to be members of the PlantShare Landscaping Alliance (PSLA), whose membership will be onboarded at the time of the Vendor’s registration as a member.
- 1.3. PlantShare requires that its Vendors have commercial insurance for the Vendors’ Products and Services offered through the Marketplace. On request by PlantShare, a Vendor shall provide PlantShare with information about relevant insurance policies that the Vendor may or may not have for the Vendor’s Products and Services sold through the Marketplace. If the Vendor does not have the legally required insurance at the time of its application, then PlantShare may make available such insurance through its agent, which policy would be available to Vendor for a fee. Any insurance requirements that by law are required for the sale of any Vendor Product or Service sold through the Marketplace shall be at the Vendor’s own cost and expense.

2. Marketplace Eligibility.

- 2.1. You will submit Products and/or Services You wish to list on the Marketplace for initial review and pre-approval by PlantShare. PlantShare, at its sole discretion, reserves the right to accept or reject any Vendor Product or Service submission. Within ten (10) business days from Your submission, PlantShare shall confirm the approval or rejection of the Products and/or Services to You in writing. A refusal to allow a Vendor Product or Service in the Marketplace shall not be considered a breach of this Agreement.

2.2. Without limiting the foregoing, to make a Product or Service available through the Marketplace, You must:

- 2.2.1.1. submit to PlantShare a completed Vendor Marketplace application along with a Member fee, including any further fees payable to PlantShare, as such fee is applicable at the time the Vendor submits its application;
 - 2.2.1.2. submit the Product and Service listing process required by PlantShare and/or its agent(s) who are providing further listing and sale services of Your Products or Services through the Marketplace;
 - 2.2.1.3. comply at all times with the Listing Requirements applicable to the Product and Service and ensure that each transaction for the Product or Service in the Marketplace complies with those Listing Requirements. Listing Requirements means any product, technical, operational, content, and other requirements provided by PlantShare (including in this Agreement) or its agent(s) and any approval criteria, conditions, or requirements specified by PlantShare for the sale of the Product or Services; and
 - 2.2.1.4. provide an email account for the Vendor account manager at registration for the Marketplace, including any notice required under this Agreement.
- 2.3. If you make a change to the Product or Services that results in them no longer complying with the Listing Requirements, promptly (but no later than thirty (30) days following the change) notify PlantShare for a re-review.
- 2.4. You agree that notwithstanding an initial approval of Your application, PlantShare may require an ongoing monthly and/or annual fee payable within thirty (30) days by you on an invoice from PlantShare to host Your Products or Services on the PlantShare Marketplace. Failure to timely pay the full amount of an invoice will be considered a material breach of this Agreement, and PlantShare shall have the right to terminate this Agreement or otherwise remove Your Products or Services from the Marketplace until the amount is paid in full or as otherwise allowed under this Agreement.

3. PlantShare Marketplace Benefits

- 3.1. PlantShare shall provide to Vendor access to the Marketplace to host the Vendor's Products and Services.
- 3.2. PlantShare shall provide Vendors with access to a Marketplace landing page, "My Vendor Portal," which is expected to launch April 17-19, 2024. On this page, vendors will be able to filter all Products to see their Products and Services and those of other vendors in the PSLA.
- 3.3. PlantShare shall create and host exclusive branded online Marketplace links to the Vendor shop page for Product or Service promotion.

- 3.4. Provide Customer access to the Vendor's personal "Vendor Club," where Vendors can facilitate further chatting, discussions, and sharing photos of plants and gardening with all club members. Vendors can also promote their products and Services to club members directly on this page.
- 3.5. Vendor will be visible to all users of PlantShare through PlantShare Around the World at <https://plant-share.com/clubs/plantshare-around-the-world/members> as a vendor, *i.e.*, as a "Member of PlantShare Landscaping Alliance."
- 3.6. Ads & promotions to PlantShare's internal "Featured:" section of the Marketplace landing page for a link to "You Might Also Like:" Product or Services pages and external marketing channels (*e.g.*, Facebook, Newsletter, etc.).
- 3.7. Vendors can schedule events to sell Products or Services synced to their calendars, with email and/or text notifications to Customers.
- 3.8. Vendors shall be eligible for discounted vendor fees, which are applied at the time of referring any new vendor to PlantShare. The foregoing discount shall only apply to vendor referrals accepted by PlantShare into its Vendor program.
- 3.9. Vendor understands and agrees that the Marketplace Benefits described in this Section 3 may not all be available at any given time or subject to change and additions, including after the Vendor's first use of the Vendor Marketplace.

4. Agent Status.

- 4.1. For Customer purchases of Your Products or Services through the Marketplace, You (a) hereby appoint Shopify and/or the applicable PlantShare agent as Your authorized payment agent to act on Your behalf for the limited purpose of receiving, processing, and settling payments due to You for Customers' purchase of Your Products or Services through the Marketplace ("Payment Agent");
- 4.2. You acknowledge that the Payment Agent will (i) receive on Your behalf amounts that Customers pay when they purchase, procure, deploy, or use Your Products or Services through the Marketplace, (ii) process purchases, returns, and chargebacks arising out of Customers' purchases of Your Products or Services through the Marketplace, and (iii) pay You sales revenue from the sales in accordance with Payment Agents terms; and (iv) You acknowledge that payment received by the Payment Agent (including authorization of the payment by the issuer or account holding institution) will constitute payment to You, and Customer's payment obligation for Your Product or Service will be deemed completed and discharged at that time.
- 4.3. All commercial terms for the sale of Vendor Products and Services shall be subject to those terms applicable under the terms and policies of the Payment Agent, such as Revenue from sales, refunds, returns, shipping, and taxes.

5. Verification of Listing Requirements.

- 5.1. Upon PlantShare's request, You will verify with PlantShare, through the provision of supporting documentation, that all Products and Services listed on the Marketplace and transactions for sold or to be sold through the Marketplace comply with the listing requirements. You must notify PlantShare via email at info@plant-share.com within seventy-two (72) hours if You become aware of any transaction for the Product or Service that is not in compliance with the Listing Requirements.
- 5.2. If PlantShare becomes aware that any Product or Service listed on the Marketplace (or any transaction for a Product or Service through the Marketplace) is not in compliance with any of the Listing Requirements, PlantShare will notify You of such noncompliance. You will have a sixty-day (60-day) grace period beginning from the date on which the notice of noncompliance was sent to You ("Grace Period") to bring the non-compliant Product or Service into compliance with the Listing Requirements and obtain PlantShare's written confirmation that the non-compliance issue has been remediated for the Product or Service, or transaction (as applicable) ("Remediation Confirmation").
- 5.3. If You do not obtain the Remediation Confirmation within the Grace Period, then Plant Share may, in its sole discretion, require You to remove such Product or Service as applicable on a go-forward basis until You bring the non-compliant Product or Service into compliance with the Listing Requirements and obtain the Remediation Confirmation. Once the Remediation Confirmation has been provided to You, PlantShare will allow the Vendor to relist the Product or Service on an ongoing basis.

6. Intellectual Property; Licenses.

- 6.1. Vendor License. You grant PlantShare a limited, non-exclusive, sublicensable (solely to PlantShare's agents) license to use Vendor trademarks, product features, and related marketing materials solely to promote Vendor's Products and Services offered and sold through the Marketplace.
- 6.2. PlantShare License. PlantShare grants You a limited, non-exclusive, worldwide, royalty-free license to use the PlantShare Marketplace brand solely for marketing purposes related to Your Product or Service availability on the Marketplace or Your participation as a Marketplace vendor.
- 6.3. Ownership of IP. Neither party grants the other any rights or licenses not expressly set forth in this Agreement, whether by implication, estoppel, waiver, or otherwise. As between the parties, (a) You retain all ownership and other rights (including intellectual property rights) in the Vendor materials (including any associated goodwill) and (b) PlantShare and its agents retain all ownership and other rights (including intellectual property rights) in the Marketplace, the Marketplace platform (the PlantShare website and integration of any intellectual property rights in the website that comprises the Marketplace) and, PlantShare Marketplace brand features (including any associated goodwill).

7. Vendor Additional Responsibilities.

- 7.1. You are solely responsible for Your relationships with Customers, including any enforcement of or disputes, and Your acts or omissions relating to the Products, Services, or Your Customer relationships. You will not include in any private offer any terms that contradict or seek to amend the terms set forth in the listing or tis Agreement for the applicable Product or Service.
 - 7.2. You are solely responsible for providing Customers with all support for the use of the Products or Services. Your response times for and attention to Customer support requests for Products or Services must be at least as urgent as those for the support requests for versions of similar products You offer through other sales channels.
 - 7.3. You shall solely respond to complaints regarding any support issues related to Your Customers' purchase of Products and Services from the Marketplace through a process You incorporate into Your sales of the Products or Services.
- 8. Vendor Representations and Warranties. You represent and warrant that:**
- 8.1. You have full power and authority to enter into and perform this Agreement;
 - 8.2. In connection with this Agreement, You will comply with applicable laws related to the offering and selling of any of Your Products or Services, including all laws in any jurisdiction worldwide related to the privacy and control of Customer data; and
 - 8.3. You have all necessary rights in any Products or Services to grant PlantShare the rights in this Agreement and make Your Products and Services available to Customers.
9. **Notice of Violations.** You will promptly notify PlantShare if (a) any Vendor Products or Services are the subject of any allegation, claim, or complaint regarding a violation or infringement of applicable laws or third-party rights (including intellectual property rights); or, (b) You have identified a critical safety vulnerability affecting a Product or Service.
10. **Export.** You will comply with all applicable laws related to export and re-export ("Export Control Laws"), including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce; (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control; and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State. If required, You will provide PlantShare with all accurate information needed to comply with all applicable Export Control Laws related to distributing Products or Services through the Marketplace.
11. **Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PLANTSHARE, PLANTSHARE AGENTS MAKE NO WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. PLANTSHARE PROVIDES THE MARKETPLACE, VENDOR ACCOUNT, VENDOR PLATFORM, MARKETPLACE BRAND FEATURES, AND ALL OTHER MATERIALS "AS IS" AND "AS AVAILABLE." PLANTSHARE DOES NOT GUARANTEE THAT ANY CUSTOMERS WILL PURCHASE, PROCURE, DEPLOY, OR USE PRODUCTS.**

12. Confidentiality.

- 12.1. The recipient will not disclose the discloser's Confidential Information, except to employees, Affiliates, contractors, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the discloser's Confidential Information only to exercise rights and fulfill obligations under this Agreement and will ensure that such Delegates use the discloser's Confidential Information only to exercise rights and fulfill obligations under this Agreement while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. For clarity, Vendor Materials provided for listing on the Marketplace may be made available or displayed to prospective customers of Products. The terms of this Agreement are Confidential Information of both parties.
- 12.2. The recipient or its agent may disclose Confidential Information when required by law, provided that the recipient or its agent uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose or limit the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of applicable law, (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

13. Limitations of Liability.

13.1. Limitation on Indirect Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS PLANTSHARE AND ITS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF PLANTSHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PLANTSHARE MARKETPLACE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACKUP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.

13.2. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF

PLANTSHARE FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$1,000.

13.3. Nothing in this Agreement excludes or limits either party's liability for: (a) its fraud or fraudulent misrepresentation; (b) its obligations under Section 14 (Indemnification); (c) its breach of Section 12 (Confidentiality); (d) its infringement of the other party's intellectual property rights; (e) its payment obligations under this Agreement; or (f) matters for which liability cannot be excluded or limited under applicable laws.

13.4. The use of the Marketplace may give You specific legal rights, and You may also have other rights which vary from country to country. Some jurisdictions do not allow certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in this Agreement may not apply to You.

14. Indemnification.

14.1. You will defend PlantShare and its Affiliates and indemnify them against any third-party claims to the extent arising from (a) an allegation that any Vendor Product, Service, or marketing/sales/supporting materials infringe, misappropriate, or violate a third party's intellectual property rights or applicable laws or do not comply with any licenses governing third-party materials provided to PlantShare related to Vendor's use of the Marketplace; (b) a Customer's use of a Product or Service, including claims of product liability or any damage or loss caused by the use of a Product or Service; or (c) Your storage, processing or use of Marketplace data however provided to You from PlantShare or its agent(s).

14.2. Your obligations under Section 14.1 do not extend to claims to the extent the underlying allegation arises solely from (a) a breach by PlantShare of its material obligations hereunder; (b) a combination of the Product or Service with materials You did not provide, unless that combination is (i) required for the use of the Product or Service in connection with the Marketplace, (ii) authorized in the Product or Service documentation, or (iii) otherwise directed by You in writing; or, (c) PlantShare's own instructions on the use of the Products or Services.

14.3. Your obligations under Section 14 are conditioned on the following:

14.3.1. PlantShare must promptly notify You in writing of any allegation that preceded a third-party legal proceeding and cooperate reasonably with You to resolve the allegation or proceeding. If a breach of this Section 14.3.1 prejudices the defense of the third-party legal proceeding, Your obligations under Section 14.1 will be reduced in proportion to the prejudice.

14.3.2. PlantShare must tender sole control of the indemnified portion of the third-party legal proceeding to You, subject to the following: (a) PlantShare may appoint its own non-controlling counsel, at its own expense; and (b) any settlement requiring PlantShare to admit liability, pay money, or take (or refrain from taking) any action, will require

PlantShare's prior written consent (not to be unreasonably withheld, conditioned, or delayed).

14.3.3. In the event an injunction preventing the continued use of Products or Services is threatened or granted, You will, at Your sole option and expense, (a) procure the right to continue providing the Products or Services in compliance with this Agreement, or (b) modify the Products to make them non-infringing. If You cannot do either despite commercially reasonable efforts, You will remove the affected Product from the Marketplace per this Agreement.

15. Product Takedowns.

- 15.1. Subject to Section 18 (Wind Down), You may remove any Product or Service from the Marketplace at any time by providing PlantShare with at least thirty (30) days prior written notice.
- 15.2. PlantShare may hide, prohibit access to, or remove any Product from the Marketplace at any time for any reason, including if PlantShare reasonably believes that the Product: (a) violates this Agreement; (b) may adversely affect PlantShare or Customers; (c) impacts the integrity of PlantShare's or an agent's network or servers (including if Customers cannot access the Product or otherwise experience difficulty); or (d) is not meeting Marketplace standards.
- 15.3. PlantShare will use commercially reasonable efforts to provide You with seven (7) days' notice before PlantShare removes a Product or Service from the Marketplace under Section 15.2), unless PlantShare otherwise determines in its sole discretion that removal is necessary to avoid harm, liability, or reputational damage to PlantShare, the Marketplace, or a Customer.

16. Term and Termination.

- 16.1. This Agreement begins on the Effective Date and will remain in effect for one year ("Initial Term"). At the end of the Initial Term or any Renewal Term, this Agreement will automatically renew for an additional one-year period (each a "Renewal Term") unless a party provides written notice to the other party of its intent not to renew this Agreement at least ninety (90) days prior to the end of the then-current Initial Term or Renewal Term. The "Term" of this Agreement begins on the Effective Date and continues until this Agreement is terminated in accordance with this Section 16.
- 16.2. Termination. Either party may terminate this Agreement (a) for convenience at any time upon thirty (30) days' notice to the other party or (b) immediately if the party is required to do so by applicable laws if a Product or Service violates applicable laws, or if PlantShare reasonably determines that immediate termination is necessary to avoid harm, liability, or reputational damage to PlantShare, the Marketplace, or a Customer.
- 16.3. Effect of Termination. Upon termination of this Agreement and subject to Section 17 (Wind Down), (a) all Products and/or Services will be removed from the Marketplace, and (b) You must cease the use of any Vendor Account credentials.

17. Wind Down.

- 17.1. Except where applicable laws prohibit this Agreement, or a Product or Service is removed from the Marketplace, a wind-down period will apply as to any Product or Service purchased by a Customer before the date of termination or removal, as applicable. The “Wind Down Period” for each affected Product or Service will begin on the date of termination or Product or Service removal, as applicable. Notwithstanding the preceding sentence, (i) PlantShare can elect not to apply a Wind Down Period if PlantShare terminates this Agreement pursuant to clause (b) of Section 16.2 (Termination), (ii) PlantShare may terminate the Wind Down Period if any of the circumstances set forth in clause (b) of Section 16.2 (Termination) occurs during the Wind Down Period, and (iii) the parties may mutually agree to terminate the Wind Down Period prior to its expiration.
- 17.2. During the Wind Down Period, (a) the terms of this Agreement will continue to apply to the applicable Products and Services, and (b) You will continue to allow the procurement, deployment, and use of such Products by existing Customers of the Products or Services and will continue to support such Products or Services, in each case in accordance with the terms of this Agreement. PlantShare will have no responsibility or liability to Customer or You for any Customer’s use of the Product or Service after the end of the Wind Down Period.
- 17.3. Survival. The following sections survive termination of this Agreement: Sections 6.3 (Ownership of IP), 11 (Disclaimer of Warranties), 12 (Confidentiality), 13 (Limitations of Liability), 14 (Indemnification), 16(Term and Termination), 17 (General Terms).

18. General Terms.

- 18.1. Modifications. PlantShare may make changes to this Agreement from time to time. PlantShare will post any change to this Agreement to <https://plant-share.com> “Legal Notice” link or, the page where the applicable Marketplace Vendor terms are located. Unless You separately agree to the changes (e.g., via a click-to-accept), You hereby agree that changes to this Agreement will become effective thirty (30) days after they are posted and that You are bound by such changes or are required by applicable law, in which case they will be effective immediately. If You do not agree to the revised Agreement, You shall stop using the Marketplace. You may also terminate this Agreement for convenience under Section 16.2 (Termination). Your continued use of the Marketplace after such change will constitute Your consent and agreement to such changes.
- 18.2. Notices. Notices to be provided under this Agreement must be in writing. PlantShare will provide notices under this Agreement to You by sending an email to its notification Email address. Vendor will provide notices under this Agreement to PlantShare by sending an email to info@plant-share.com. Notice will be treated as received when the email is sent. Vendor is responsible for keeping its Notification Email address current throughout the term.

- 18.3. Emails. The parties may use emails to satisfy written approval and consent requirements under this Agreement.
- 18.4. Assignment. Neither party may assign this Agreement without the written consent of the other, except to an Affiliate where (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party has notified the other party of the assignment; and (c) if You are the assigning party, the assignee must provide all information and documentation required to onboard onto the Marketplace as a vendor. Any other attempt to assign is void.
- 18.5. Change of Control. If You experience a change of control other than an internal restructuring or reorganization, then You will give written notice to PlantShare within thirty (30) days after the change of control (such notice will include the identity of the entity with which You have entered into or undergone a change of control).
- 18.6. Subcontracting; Use of Affiliates. PlantShare may subcontract obligations under this Agreement but will remain liable to You for any subcontracted obligations. PlantShare may also permit its agents and contractors to perform PlantShare's obligations or exercise PlantShare's rights under this Agreement, including in Section 6 (Intellectual Property; Licenses), and will remain responsible for their compliance with its obligations in this Agreement.
- 18.7. Force Majeure. Neither party will be liable for failure or delay in performing its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, epidemics, riots, infrastructure failures, or war.
- 18.8. No Agency. Except as set forth in this Agreement, this Agreement does not create any agency, partnership, or joint venture between the parties.
- 18.9. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 18.10. Severability. If any part of this Agreement is invalid, illegal, or unenforceable, it will be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the parties) or severed if such modification is not possible and the rest of this Agreement will remain in effect.
- 18.11. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 18.12. Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 18.13. Independent Development. Nothing in this Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of this Agreement, provided that the party does not breach its obligations under this Agreement in doing so.

- 18.14. No Obligation to List. The parties acknowledge that neither party is obligated by this Agreement to list any Product or Service on the Marketplace, and each party may remove a Product or Service from the Marketplace in accordance with Section 15 (Product Takedowns).
- 18.15. Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 18.16. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY WASHINGTON STATE LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF KING COUNTY, WASHINGTON; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
- 18.17. Entire Agreement. This Agreement states all terms agreed between the parties relating to its subject matter, and the parties hereby agree that this Agreement completely replaces any prior agreements between Vendor and PlantShare or its agents in relation to its subject matter, notwithstanding any language in such prior agreements to the contrary. If any Products or Services have been listed on the Marketplace before the Effective Date, then, as of the Effective Date, such Products or Services will be governed by this Agreement. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. After the Effective Date, PlantShare may provide an updated Marketplace URL instead of any Marketplace URL in this Agreement.
- 18.18. Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order (of decreasing precedence): Product Validation Letter, this Agreement (excluding the URL Terms), and the URL Terms (unless any of the URL Terms expressly state that its terms will control over those in this Agreement).
- 18.19. Headings and Captions. The headings and captions used in this Agreement are for reference purposes only and will not affect its interpretation.

IN WITNESS WHEREOF, PlantShare LLC and Vendor have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the Effective Date written above.

PlantShare LLC

By:

Name:

Title:

Date:

Vendor _____

By:

Name:

Title:

Date: