

## Intralox iSupplier Portal - User Agreement

This Intralox (“Intralox,” “we” or “us”) iSupplier Portal User Agreement (“Terms”) governs access to and use of the Intralox iSupplier Portal (the “Site”) by the entity under which the account is held (“you,” or “Supplier”) and your Authorized Users. “Authorized User” means a natural person you have authorized to use the Site. Supplier may be referred to as “you” and “your,” as applicable.

BY ACCESSING OR USING THE SITE, YOU AGREE UNCONDITIONALLY TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, CEASE USING THE SITE IMMEDIATELY.

**Right to Access and Use the Site.** Intralox (a) grants you a limited non-exclusive, non-transferrable right during the Term, to access and use the Site solely for commercial purposes; and (b) permits your Authorized Users to access and use the Site within any limits agreed between you and Intralox. Authorized Users will be identified by a unique email address and user name. Two or more natural persons may not use the Site as the same Authorized User. If the Authorized User is not an employee of Supplier, use of the Site will be permitted only if (a) Intralox has given prior approval and (b) the individual is accessing or using the Site solely for Supplier’s business purposes.

**Communications.** You agree to receive electronically, all communications, agreements and notices that we provide in connection with the Site (“Communications”). You agree that all Communications we provide to you electronically satisfy any legal requirement that communications be in writing, and you agree to keep your account contact information up-to-date.

### Data on the Site

The Site is a work within the scope of United States copyright law. You will abide by all copyright notices on the Site. We may publish documentation related to training and work instructions only (“Intralox Content”). This content is owned exclusively by Intralox, but we grant you a nonexclusive, royalty-free right to access, view and use Intralox Content as reasonably necessary for the limited purpose of using the Site.

**Your Obligations.** You are solely responsible for:

- the use of the Site by your Authorized Users, including any and all actions that your Authorized Users take in connection with transacting with Intralox on the Site.
- the data that you provide or use in connection with the Site and for complying with any regulations, laws, or policies applicable to the data you provide.
- Complying with all applicable data protection laws, rules and regulations in connection with your use of any personal information you receive from us by using the Site.

**Supplier Restrictions of Use.** By using the Site, you agree not to:

- violate any third-party right, including a right of privacy, right of publicity, or any intellectual property or proprietary rights;
- distribute computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- make the Site accessible by unauthorized third parties.

**Supplier Warranties.** You represent and warrant to Intralox that: (1) you are solely responsible for use of the Site by your Authorized Users; (2) you will use the Site for lawful purposes only and subject to these Terms; and (3) you or your Authorized Users will not attempt to gain unauthorized access to the Site, other accounts, computer systems, or networks under the control or responsibility of Intralox through unauthorized means.

**Content Removal.** Intralox may remove any content or disable or terminate any Account or Authorized User that Intralox reasonably and in good faith believes violates these Terms. Intralox will use commercially reasonable efforts to notify you prior to taking action.

**Termination by Intralox.** A Supplier will be in default of these Terms if: (a) it or an Authorized User breaches any provision of these Terms; or (b) in our sole discretion, we believe that continued use of the Intralox Services by the Supplier (or its Authorized Users or signers) creates legal risk for Intralox or presents a threat to the security of the Site or other Suppliers. If a Supplier is in default, we may, without notice: (i) terminate its Account and block use of the Site; and (ii) pursue any other remedy available to us.

**Effect of Termination.** If these Terms are terminated for any reason: (a) use rights granted to Supplier with respect to the Site will immediately terminate; and (b) those provisions of the Terms that by their nature are intended to survive termination, will survive.

#### **No Warranty**

THE SITE AND SITE MATERIALS ARE PROVIDED "AS IS." YOUR USE OF THE SITE, IS AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR USE OF THE SITE.

#### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INTRALOX WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE.

#### **GENERAL**

These Terms represent the complete and exclusive agreement between you and Intralox regarding the Site. No modification or amendment of these Terms will have effect unless by mutual agreement.

**Severability.** If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

**Governing Law & Venue.** These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Louisiana, without reference to that state's choice of law rules. Supplier and Intralox submit to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in New Orleans, Louisiana.