

## HomeDepotLink Terms and Conditions

Home Depot Product Authority, LLC and its affiliates (“Home Depot”), from time to time in its sole discretion may elect to grant Supplier limited, non-transferable access to the HomeDepotLink website (the “Website”) and certain proprietary computer systems and technologies (“Computer Systems”). The Website and the Computer Systems are collectively referred to as the (“Systems”). In order to receive such access, Supplier agrees to abide by these HomeDepotLink Terms and Conditions and those terms and conditions of any applicable Vendor Buying Agreement, Supplier Buying Agreement or other agreement between Supplier and Home Depot (collectively, the “Agreements”). All Supplier obligations under these Terms and Conditions are in addition to, and not in limitations of, any obligations contained in the other Agreements. In the event of conflict or ambiguity between these Terms and Conditions and any of the other Agreements, the other Agreements shall govern. In addition, as a condition of Supplier’s use of the Systems, Supplier represents and warrants to Home Depot that it will not use the Systems for any purpose that is unlawful, immoral or prohibited by the Agreements.

### Security Requirements

a. Supplier will have or promptly create internal security policies that, at a minimum, comply with the Agreements industry best practices and standards and protect the integrity of the Systems. The Systems must at all times be protected from unauthorized access, theft, misuse, accidental or unauthorized modification, disclosure, transfer or destruction. Anyone who has been convicted of any felony or misdemeanor offense related to computers, theft, or information security, will not be allowed to serve as a Supplier Guardian Point of Contact (“SGPOC”). The SGPOC will manage Supplier’s access to the Systems by granting and removing individual user access, and working with Home Depot to resolve any Systems-related issues that may arise.

b. Supplier shall be liable at all times for all use, misuse or access to the Systems by its employees, agents and subcontractors (collectively, “Users”) and any other third-party that accesses the Systems through Supplier. Supplier’s Users will: (i) access the Systems only in the manner prescribed by Home Depot; (ii) be assigned a separate and unique User ID by Supplier and will use only that User ID when logging on to the Systems; (iii) log off the Systems immediately upon completion of each session of service; (iv) not allow unauthorized individuals to access the Systems; (v) keep strictly confidential the User ID and password and all other information that enables such access; (vi) not reuse a compromised password (e.g. a password that has become known to anyone else at any time, including in an emergency); (vii) only utilize such access to perform its obligations to Home Depot; (viii) comply with all privacy and information protection policies instituted by Home Depot; (ix) not perform any unauthorized exploring or mining of the Systems; and (x) only access the portion of the Systems necessary to perform the Supplier’s obligations. These obligations extend to Supplier’s Users, and Supplier shall inform such persons of their obligations hereunder. Supplier is solely responsible for obtaining at its sole cost the hardware and software necessary to properly access the Systems.

c. If Supplier discovers or is notified of a breach or a potential breach of security relating to the Systems, any data or information contained therein, including derivatives thereof (“Systems Information”), or breach any Agreements or applicable law (collectively a “Breach”), the SGPOC will (i) immediately notify Home Depot of such Breach and (ii) if the applicable Systems Information was in the possession of Supplier at the time of such Breach, Supplier, with Home Depot’s consent, shall (1) investigate and use its commercially reasonable efforts to mitigate the effects of the Breach and (2) provide Home Depot with assurance reasonably satisfactory to Home Depot that such Breach will not recur. For purposes of clarification, a Breach shall include, but not be limited to: (i) any unauthorized access to the Systems, (ii) any unauthorized access to or acquisition of Systems Information, or (iii) loss or compromise of a User ID and/or password used to access the Systems. No independent action to correct a Breach should be taken unless failure to immediately respond will result in irreparable harm to Supplier or Home Depot.

d. Supplier will not introduce any viruses, time or logic bombs, Trojan horses, worms, timers, clocks, trap doors, malicious code, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down the Systems or any component of the

Systems, including, without limitation, its security or data (collectively, a ("Virus"). In the event a Virus or similar item is found to have been introduced into the Systems by or through Supplier, Supplier will, at its sole cost and expense: (a) use commercially reasonable efforts to reduce or eliminate the effects of the Virus or similar item; and (b) if the Virus or similar item causes a loss of operational efficiency or loss of data, mitigate, restore and reimburse Home Depot for such losses. If Supplier discovers a Virus or similar item that may affect the Systems, Supplier must report it immediately to Home Depot's Information Systems help desk at (770) 433-8211 ext. 12750.

e. Except as otherwise expressly provided herein, Home Depot retains all right, title and interest in and to the Systems and the Systems Information. Upon Home Depot's request, Supplier will promptly return to Home Depot all tangible items containing any Systems Information, including all copies, abstractions and compilations thereof. Supplier will certify in writing that it has fulfilled these obligations.

### **Confidentiality**

Supplier acknowledges that access to the Systems will give Supplier and its Users access to confidential, proprietary, and trade secret information of Home Depot ("Confidential Information"), which shall include all material and reports prepared for Home Depot, all information in any form or medium that is disclosed or learned by Supplier that relates to the business, marketing, products, services, research or development of Home Depot or its suppliers, vendors, distributors, agents, representatives, employees or customers. Supplier agrees that it will keep all Confidential Information in strict confidence and not disclose or use the Confidential Information other than to fulfill its obligations to Home Depot for as long as such information is protected under law. Any trade secret information of Home Depot shall be protected for as long as it is considered a trade secret. Supplier shall safeguard all Confidential Information using the same reasonable degree of care with which it protects its own confidential information. Supplier shall strictly limit access to any Confidential Information to its Users on a need-to-know basis and who are under a contractual obligation to maintain the confidentiality of such information. Supplier shall be liable for any breach or alleged breach of the confidentiality obligations of its Users. If Supplier receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Supplier must promptly notify Home Depot prior to any disclosure of Confidential Information and cooperate in maintaining the confidentiality of the information to the extent possible.

### **Links to Third Party Websites**

The Website may contain links to websites owned or operated by parties other than Home Depot. Such links are provided for reference or to facilitate b2b only. Home Depot does not control outside websites and is not responsible for their content. Home Depot's inclusion of links to an outside website does not imply any endorsement of the material on the website, unless expressly disclosed otherwise in a separate agreement between the parties, if any, stating the affiliation or association with its owner or operator or sponsor.

### **Trademarks**

The trademarks, service marks and logos (the "Trademark(s)") used and displayed on the Website are registered and unregistered Trademarks of Home Depot and others. Nothing on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Website, without the prior written permission of the Trademark owner. Home Depot aggressively enforces its intellectual property rights to the fullest extent of the law. The name of Home Depot, the Home Depot logo or the other Home Depot formatives may not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Website, without prior, written permission from Home Depot. Home Depot prohibits use of the Home Depot logo as part of a link to or from any website unless establishment of such a link is approved in advance by Home Depot in writing. Fair use of Home Depot's Trademarks requires proper acknowledgment. Other product and company names mentioned in the Website may be the Trademarks of their respective owners. You agree that Home Depot may at any time and without notice change the terms, conditions and notices under which the Website is offered.

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## **NO WARRANTIES; EXCLUSION OF LIABILITY**

HOME DEPOT MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE SYSTEMS FOR ANY PURPOSE. ACCESS TO THE SYSTEMS IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. HOME DEPOT SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND - NONINFRINGEMENT. HOME DEPOT SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEMS, FOR SUPPLIER'S ACTION OR INACTION IN CONNECTION WITH THE SYSTEMS OR FOR ANY DAMAGE TO SUPPLIER'S COMPUTER OR DATA OR ANY OTHER DAMAGE SUPPLIER MAY INCUR IN CONNECTION WITH THE USE OF THE SYSTEMS. SUPPLIER'S USE OF THE SYSTEMS IS AT SUPPLIER'S OWN RISK. IN NO EVENT SHALL EITHER HOME DEPOT, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SYSTEMS, THE INTERNET, THE MATERIALS OR DATA IN THE SYSTEMS, THE DELAY OR INABILITY TO USE THE SYSTEMS OR OTHERWISE ARISING IN CONNECTION WITH THE SYSTEMS OR THE INTERNET OR ANY DELAY, OMISSION OR ERROR IN THE TRANSMISSION OR RECEIPT OF ANY TRANSACTIONS WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

## **No Expectation of Privacy**

Users of the Systems have no expectation of privacy, and none is authorized or granted.

## **Indemnification**

Supplier will indemnify and defend Home Depot and its affiliates from and against any loss, liability, damages, cost, or expense of Home Depot at any time resulting from any claim, action or proceeding arising out of or related to access to the Systems or a breach of these HomeDepotLink Terms and Conditions by Supplier or its Users. Supplier will immediately notify Home Depot of any material violation of these HomeDepotLink Terms and Conditions by anyone gaining access to the Systems (regardless of whether such access is authorized or unauthorized) by or through Supplier or its Users. Upon request, Supplier shall promptly provide Home Depot with a list of all individuals who have accessed the Systems through Supplier.

## **General**

These HomeDepotLink Terms and Conditions shall be governed exclusively in accordance with the laws of the State of Georgia, U.S.A., disregarding its conflict of laws rules. Failure by Home Depot to enforce a right under these HomeDepotLink Terms and Conditions shall not constitute a continuing waiver of such right, or a waiver of any other right under these HomeDepotLink Terms and Conditions or the Agreements. The invalidity of any provision of these HomeDepotLink Terms and Conditions shall not affect the validity or enforceability of any other provision.