

SAMTEC, INC.

TERMS OF USE OF VENDOR PORTAL AND PRIVACY NOTICE

- 1. INTRODUCTION AND ACCEPTANCE.** The following Terms of Use and Privacy Notice (the “Agreement”) are a legal agreement between **Samtec, Inc.** on behalf of itself and its subsidiaries and affiliates (collectively, “**Samtec**”, “We” or “Us”) and any user (“User” or “You”) of the Samtec Vendor Portal (the “Vendor Portal”). You agree that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Such consideration includes, without limitation, access to and use of the Vendor Portal.
- 2. INTELLECTUAL PROPERTY.** The Vendor Portal including, without limitation, any content that may be made available on or through it and all intellectual property rights to the same are owned by Us, Our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the Vendor Portal are owned by Us, Our licensors, or both. Except for the limited use rights granted to You in this Agreement, You shall not acquire any right, title or interest in the Vendor Portal. Any rights not expressly granted in this Agreement are expressly reserved.
- 3. VENDOR PORTAL ACCESS AND USE.** You agree to use the Vendor Portal only for lawful purposes and in accordance with all applicable law. You agree to take all necessary precautions to ensure that all content or other material posted or made available within the Vendor Portal does not contain software viruses, malware, or other hardware- or software-based programming code, applications or other programs designed to or which may interrupt, destroy, limit, or otherwise change the functionality of any part of the Vendor Portal.

You agree not to infringe upon the privacy rights of other Users of the Vendor Portal. You agree not to disclose, copy, alter or modify the software or other functions of the Vendor Portal. You agree not to attempt to or interfere with the proper working of the Vendor Portal or impair, overburden, or disable its operation. You agree not to copy, modify, adapt, distribute, transmit, remove or delete the content and information that We may provide. You agree not to perform or encourage any conduct that violates any local, state or federal law or that constitutes impersonation of another.

You agree not to create, communicate or store any unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, racially, ethnically or otherwise objectionable material of any kind. You agree not to create or otherwise permit any links to the Vendor Portal, or create or allow creation of any content that reproduces in whole or in part any content that You received through Your use of the Vendor Portal.

In Samtec’s sole discretion, We may allow You to download or print content from the Vendor Portal. You agree that you do not acquire any content ownership rights through that permission, download or printing.

- 4. TERMINATION OF ACCESS.** We reserve the right in our sole discretion and at any time to terminate, suspend or block any User’s access to the Vendor Portal for any reason. You agree that We shall not be liable to You or any third party for any termination, suspension, or blocking of Your ability to access the Vendor Portal.

Any suspension or termination shall not affect Your obligations to Us under this Agreement. The provisions of this Agreement which by their nature should survive the suspension or termination of Your access to the Vendor Portal or this Agreement shall survive including, but not limited to the warranties, indemnities, releases, disclaimers, limitations on liability, and provisions related to choice of law as well as all of the miscellaneous provisions in Section 13.

- 5. DISCLAIMER. YOU EXPRESSLY AGREE THAT USE OF THE VENDOR PORTAL IS AT YOUR SOLE RISK. THE VENDOR PORTAL AND ALL MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY ELECTRONIC FORMS, MANUALS, DATA, CONTENT, INFORMATION AND SOFTWARE, ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SAMTEC, WITHOUT LIMITING THE FOREGOING, SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: (1) WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE; (2) WARRANTIES THAT THE VENDOR PORTAL WILL MEET USER**

REQUIREMENTS; AND (3) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, APPROPRIATENESS, RELIABILITY, TIMELINESS, USEFULNESS, OR OTHERWISE OF THE VENDOR PORTAL, ITS CONTENT, ANY ELECTRONIC FORMS OR MATERIALS OR ANY INFORMATION OR CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE VENDOR PORTAL.

6. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL SAMTEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SAMTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE VENDOR PORTAL OR THIS AGREEMENT. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE VENDOR PORTAL INCLUDING, WITHOUT LIMITATION, THE VENDOR PORTAL CONTENT IS TO STOP USING THE VENDOR PORTAL. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE VENDOR PORTAL OR ANY LINKS ON THE VENDOR PORTAL, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE VENDOR PORTAL OR ANY LINKS ON THE VENDOR PORTAL. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE VENDOR PORTAL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF SAMTEC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF TOTAL PAYMENTS RECEIVED FROM USER BY SAMTEC DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$5,999. FURTHERMORE, USER AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE VENDOR PORTAL OR THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY MAY NOT BE PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **CHOICE OF LAW; JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Indiana without regard to its conflict of laws rules. Any legal in any way connected with the Vendor Portal or this Agreement shall be brought exclusively in the federal or state courts located in Floyd County, Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
8. **NO CLASS ACTIONS.** TO THE EXTENT ALLOWED BY LAW, SAMTEC AND USER EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.
9. **NO TRIAL BY JURY.** TO THE EXTENT ALLOWED BY LAW, SAMTEC AND USER EACH WAIVE ANY RIGHT TO TRIAL BY JURY.
10. **AMENDMENT; ADDITIONAL TERMS.** We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Vendor Portal or to modify this Agreement. Modifications to this Agreement or Additional Terms will be effective immediately upon notice delivered by postal mail, facsimile, email or by an on-screen alert on the Vendor Portal. If You object to any subsequent revision to this Agreement or to any Additional Terms, You must immediately discontinue use of the Vendor Portal.
12. **MISCELLANEOUS.** No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience

only and shall not be interpreted to limit the scope of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

You consent to receive communications from Us electronically. You agree that We have the right to communicate by email or by posting notices on the Vendor Portal.

If You are a Samtec Supplier as defined in the Supplier Terms and Conditions, then this Agreement (including the Privacy Notice and any Additional Terms incorporated by reference) is a Contract Document as that term is defined in the Terms and Conditions.

If You are not a Samtec Supplier as defined in the Supplier Terms and Conditions, then this Agreement (including the Privacy Notice and any Additional Terms incorporated by reference) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between us with respect to such subject matter.

You may not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, without prior written consent of Samtec. Any such purported assignment or delegation by You without the appropriate prior written consent will be null and void and of no force and effect. We may assign this Agreement or any rights hereunder without Your consent.

13. PRIVACY NOTICE. We have adopted the following privacy notice (“Privacy Notice”) to describe what information may be collected on the Vendor Portal and how We may use this information. We may disclose the information collected to other persons. Information that You supply through use of the Vendor Portal is governed by this Privacy Notice and the Terms of Use. This Privacy Notice applies only to information we collect through the Vendor Portal. It does not apply to information that We may obtain from other sources.

A. INFORMATION WE COLLECT. The Vendor Portal is intended for commercial use by Suppliers of goods and services to Samtec. In the course of using the Vendor Portal, Users may provide information or other materials on a regular basis either online or by other means. This information may include:

- (1) **Personally Identifiable Information:** Personally Identifiable Information (“PII”) (e.g., individual’s name, mailing address, email address, etc.). Whether or not an individual provides PII is his or her personal choice. However, this type of information may be necessary to participate in a particular activity, realize a particular benefit, or for Us to consider an individual’s request to become a Samtec Supplier.
- (2) **Non-personal Information:** Non-personal Information may be obtained from information that an individual provides Us, either separately or together with PII. Samtec’s information systems may automatically collect certain Non-personal Information whenever the Vendor Portal is accessed (e.g., the type of browser being used; the website from which the visit originated; the operating system being used; etc.).

B. HOW WE USE AND SHARE INFORMATION COLLECTED. We may use PII and Non-personal Information collected through use of the Vendor Portal for ordinary business purposes. These may include handling requests to become a Samtec Supplier; responding to questions or other inquiries; and working with Our Suppliers. We will not disclose information collected through use of the Vendor Portal to any other third party without the prior consent of the applicable User, unless required by law or law in an emergency to protect the health and safety.

C. OTHER USES AND GENERAL INFORMATION

- (1) **IP Addresses:** We may collect IP addresses for purposes of system administration, to report aggregate Non-personal Information to others, or to track use of the Vendor Portal. It is not Our practice to link IP addresses to anything personally identifiable; however, We reserve the right to use IP addresses to

identify a User when we feel it is necessary to enforce compliance with the Vendor Portal rules or to conform with the law, legal process, defend our legal rights or property in an emergency to protect the health and safety.

- (2) **Cookies:** We may analyze the information derived from these cookies or other technology markers, and match this information with data provided by a user or another party. You may be able to control or delete cookies through the Internet browser or other programs. Please note, however, that some parts of the Vendor Portal may not function properly or be available if You refuse to accept a cookie or choose to disable the acceptance of cookies.
- (3) **Email Communications:** If You send Us an email with questions or comments, We may use Your PII to respond to questions or comments, and We may save questions or comments for future reference. For security reasons, We do not recommend that You send non-public personal information, such as passwords, Social Security numbers or financial account information, to Us by email.
- (4) **Tracking Information:** Our systems automatically maintain records detailing the use of the Vendor Portal each time a User accesses the Vendor Portal. The information captured includes the domain name of the User, web page entry and exit points to the Vendor Portal, a history of the pages visited by a User on the Vendor Portal, and the amount of time spent on the Vendor Portal (collectively, "Tracking Information"). We may use Tracking Information to study and develop usage trends, demographic analysis, statistical data, and for other business purposes. We expressly reserve the right to monitor use of and activities on the Vendor Portal, and to use this information for general commercial purposes. However, We will not disclose or provide any such information to third parties that contains any PII except as described in this Privacy Notice.
- (5) **Your California Privacy Rights:** Residents of the State of California, under certain provisions of the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed certain personally identifiable information during the preceding year for third party direct marketing purposes. Users are limited to one request per calendar year. In the request, please attest to the fact that You are a California resident and provide a current California address for Our response. You may request the information in writing at the address listed in Section G. CONTACT INFORMATION below.

- D. **CHILDREN.** The Vendor Portal is not intended for children. We do not knowingly collect PII from children under the age of 13.
- E. **SECURITY OF USER INFORMATION.** We have what We consider to be reasonable administrative, technical and physical safeguards to protect against the loss, misuse or alteration of the information under Our control. However, We cannot guarantee or warrant the security of any information disclosed or transmitted to Us online, and We are not responsible for the theft, destruction, or inadvertent disclosure of PII. In the unfortunate event that a User's PII is compromised, then in Our sole discretion We may notify Users by e-mail to the last e-mail address provided Us in the most expedient time reasonable under the circumstances.
- F. **OTHER SITES/LINKS.** The Vendor Portal may link to or contain links to other third party websites that We do not control or maintain, such as in connection with purchasing products referenced on the Vendor Portal. We are not responsible for the privacy practices employed by any third party websites. We encourage Users to note when they leave the Vendor Portal and to read the privacy statements of all third party websites before submitting any PII.
- G. **CONTACT INFORMATION.** You may contact us at the email address below:
We will respond as reasonably practicable. Please note that we may not be able to fulfill certain requests while allowing access to certain benefits and features of the Vendor Portal.

Email us at sourcing@samtec.com

H. GENERAL. This Privacy Notice and the Vendor Portal may be updated, revised or modified from time to time. All such updates, revisions or modifications will be effective when published by Us. We will make reasonable efforts to provide notice to Users of any updates, revisions or modifications, but shall not be obligated to provide any specific notice to Users beyond posting the revision date at the top of this Privacy Notice. By using the Vendor Portal after modifications to the Privacy Notice, You will have confirmed Your assent to and acceptance of the modifications. If You object to any subsequent revision to the Privacy Notice, You must immediately discontinue use of the Vendor Portal.

I. KNOWLEDGE AND CONSENT TO TERMS OF USE AND PRIVACY NOTICE. By scrolling through this Terms of Use and Privacy Notice, You are acknowledging that You have read and You understand the Terms of Use and Privacy Notice including the descriptions of PII and Non-personal Information that may be collected during Your use of the Vendor Portal. By clicking the “I Agree to These Terms of Use and Privacy Notice” check box, You are stating that You are providing voluntary, informed consent to Samtec’s collection and use of PII and Non-personal Information as described in this Terms of Use and Privacy Notice.

_____ (print full company name), by and through the undersigned, agrees to the foregoing Vendor Portal Terms and Conditions.

Signature: _____

Printed: _____
(Authorized representative)

Title: _____

Date: _____