

ANDERSENACCESS
TERMS AND CONDITIONS OF USE AGREEMENT

Last revised: October 21, 2019.

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Your use of this Website is Subject to These Terms and Conditions of Use Agreement (this “Agreement”). BY USING THIS WEBSITE YOU AGREE TO AND ACCEPT THE TERMS AND CONDITIONS SET FORTH HEREIN. If You do not agree with this Agreement, then do not use this Website. Andersen reserves the right to update or amend this Agreement at any time, with or without notice. Any amended version of this Agreement will automatically be effective upon posting on this Website. Your continued use of this Website after any posted change constitutes Your acceptance of the amended this Agreement. For this reason, we encourage You to review this Agreement whenever You use this Website. The last date this Agreement were revised is set forth above.

1. **LIMITED LICENSE.** Andersen will provide You a non-exclusive, revocable, non-transferrable, and non-sublicensable right to access this Website solely for Andersen’s benefit according to the terms of this Agreement during the term of this Agreement and as may be modified by Andersen. You agree that You and Your representatives will access this Website only to further Your business as an authorized dealer of Andersen® products, and not for any other purpose.
2. **PASSWORDS AND ACCESS CODES.** In return for Your acceptance of this Agreement, You have been provided User credentials, including, but not limited to, User ID, password or any other logon authentication mechanism (collectively the “Website Credentials”). You shall treat Your Website Credentials as Andersen Proprietary Information and not disclose Your Website Credentials to any third party. You agree that You shall comply with all Andersen policies and procedures relating to access and use of this Website that may be set forth herein or as may be published from time to time by Andersen. In the event that this Website Credentials are no longer needed, valid or required as a result of termination of services or for any other reason, You are required to immediately stop using Your Website Credential. You are liable for all activities, damages or liability imposed on or suffered by Andersen for use of this Website Credential, including, without limitation, use by any other third party and for failure to terminate the usage of Your Website Credential as required by this paragraph. You will comply with all terms and conditions included with this Website or any third-party licenses related to this Website. You will not sell, lease, sublicense, or otherwise permit any use or access of this Website, or any derivate thereof to or by any third party, by way of a service bureau arrangement or otherwise. You will not reverse engineer, decompile, or disassemble this

Website. You will not remove any product identification, proprietary, confidential, copyright, or other notices placed upon or displayed in connection with this Website. You will not use this Website for any unlawful purpose. You will maintain this Website as Confidential Information. You and Your representatives are strictly prohibited from using usernames and passwords not specifically assigned to You, or otherwise seeking to gain access to website information not intended for Your use. Andersen reserves the right to discontinue this Website or terminate access to this Website at any time, with or without notice.

You are solely responsible for maintaining the confidentiality of Your Website Credentials and ensuring Your Website Credentials are shared with and utilized only by Your authorized representatives. You are required to designate an individual to serve as the andersenaccess manager for Your organization. The andersenaccess manager will be responsible for designating the individuals who will have access to this Website. If this Website provides for different levels of access or functionality, the andersenaccess manager will be responsible for designating the appropriate levels for each of Your designated users and monitoring their access to this Website. Andersen is not responsible for any loss, claim or other liability that may arise from the unauthorized use of any Website Credentials. If any Website Credentials are lost or stolen it is Your responsibility to notify Your andersenaccess manager so that the missing Website Credentials can be deactivated and new ones assigned. If one of Your individual representatives is no longer authorized to use a Website Credential, it is the responsibility of Your andersenaccess manager to terminate user access.

You and Your representatives are strictly prohibited from using usernames and passwords not specifically assigned to You, or otherwise seeking to gain access to website information not intended for Your use. ANDERSEN reserves the right to discontinue this Website or terminate access to this Website at any time, with or without notice.

3. **PROTECTION OF CONFIDENTIAL INFORMATION**. The information and data available on this Website, including, without limitation, pricing, discounts, sales information, trademarks, trade dress, service marks, logos, data, text, images, product information, research, development, manufacturing, purchasing, finance, engineering, sales, graphics and other content is owned by or licensed to Andersen, is Andersen Confidential Information and may be protected by U.S. and international trademark, trade secret and copyright laws as well as moral rights. You hereby agree to treat all information and data You access through this Website as Andersen Confidential Information and is all deemed Andersen Confidential Information. You hereby agree that You shall hold Andersen Confidential Information in confidence, take all commercially reasonable precautions to protect the confidentiality and value of Andersen Confidential Information and agree not to disclose Andersen Confidential Information to any third party.

Except as expressly permitted herein, You may not download, modify, copy, reverse engineer, decompile, disassemble, publish, display, transmit, adapt, sell, rent, lease, license, sublicense, grant any rights in, transfer, distribute, assign to any third parties or any way exploit Andersen Confidential Information without the express prior written permission of Andersen. You may print copies of individual screens for Your internal business use directly related to Your relationship with Andersen, provided that any proprietary rights, notices, marks, logos or other

legends that appear on the copied screens remain, and are not removed from the printed or stored images or that you otherwise designate such materials as Andersen Confidential Information. Further, if there are any portions of this Website that are third party software, You agree to comply with the terms of any license agreements related to such third party software. No intellectual property or other rights, including, but not limited to, patents, trademarks, trade secrets and copyrights are licensed or transferred to You.

You shall immediately give notice to Andersen of any unauthorized use or disclosure of Andersen Confidential Information or any use of this Website not in compliance with the terms of this Agreement. You agree to assist Andersen in remedying any unauthorized use or disclosure of Andersen Confidential Information caused by You.

You agree that Andersen may use your trademarks, logos, trade names and any of Your graphics on this Website for the purpose of visually managing and navigating to Your site. If Your trademarks, trade dress, logos or graphics change, You will notify Andersen so that We may update the extranet application.

In addition to any requirements imposed by law or otherwise specified in this Agreement or any other confidentiality agreement between the parties (if any), You will maintain appropriate administrative, technical and physical safeguards to protect against the unauthorized access, disclosure, use, destruction, loss or alteration of Andersen's Confidential Information, applications, networks, systems and databases, and will ensure the security, confidentiality and integrity of such information and technology (collectively, "Data Safeguards"). You will monitor and test its Data Safeguards periodically and will maintain technical currency through updates, patches and fixes based on industry standards and the results of its monitoring and testing. You will strive to utilize industry best practices for the Data Safeguards, but will in no event use less than reasonable practices. You will immediately notify Andersen of any breach or suspected breach of the Data Safeguards by Your personnel or any third party. You will then cooperate with Andersen in any investigation into the conduct or knowledge relating to the improper use or disclosure of Confidential Information and will use best efforts to promptly remediate the consequences of any such breach at no cost to Andersen.

4. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Unless otherwise requested by Andersen in writing, upon termination of Your access to this Website or upon written request by Andersen, You shall promptly return or destroy all Confidential Information and any other proprietary information received from Andersen, including all copies. Upon the request of Andersen, You shall furnish to Andersen an affidavit providing assurances as to the return and destruction of Andersen's Confidential Information.

5. **DISCLAIMER OF WARRANTIES.** This Website is being provided solely as an accommodation at no charge to You, and on an "as is" and "as available" basis with all faults and is without any other representation or warranty of any kind whatsoever. Andersen hereby expressly disclaims, and You hereby expressly waive, any and all express or implied warranties, conditions or representations, including the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, timeliness, availability or

usefulness or that this Website will be secure, uninterrupted, not delayed, suspended or error free. Andersen does not warrant that Andersen Confidential Information or any data generated by the operation or use of PDM, its correctness, accuracy, reliability or otherwise. No advice or information, whether oral or written, obtained by You and from this Website shall create any warranty to You whatsoever. You acknowledge and agree that any data obtained through the use of this Website is obtained at Your own discretion and risk and that You shall be solely responsible for any damage or loss that results from the use of such data.

If You are dissatisfied with this Website or any content on the site, or with this Agreement, Your sole and exclusive remedy is to discontinue using this Website. You acknowledge, by Your use of this Website, that Your use of this Website is at Your sole risk. Applicable law may not allow the limitation of liability set forth above, so this limitation of liability may not apply to You. If any part of this limitation of liability is found to be invalid, inapplicable or unenforceable for any reason, then the aggregate liability of Andersen Corporation and its affiliates in such circumstances for liabilities that otherwise would have been limited will not exceed one hundred dollars (US \$100.00).

6. **LIMITATION OF LIABILITY.** In no event will Andersen have any liability with respect to its obligations under this Agreement or this Website for direct, indirect, consequential, exemplary, special, incidental or punitive damages, including, without limitation, damages based on contract or in tort, or damages for loss of business profits, business interruption, loss of use, loss of availability, opportunity costs, loss of data or other similar losses, even if it has been advised of the possibility of such damages.

7. **INDEMNIFICATION.** You agree to defend, indemnify and hold Andersen, its agents and suppliers, and their respective directors, officers and employees, harmless from and against any and all claims, demands, losses, liabilities, and all costs and expenses incurred by Andersen to enforce this Agreement, including, without limitation, reasonable attorneys' fees, arising out of or relating to in any way Your use of this Website, any violation of this Agreement by You or any User, Your negligence or Your User's negligence, or Content You posted on or through this Website.

8. **USER CONTENT.** To the extent that this Website provides You an opportunity to post and exchange information and ideas ("User Content"), through chat rooms, visual collaboration, bulletin boards or otherwise, You agree that You are solely responsible for the origination, accuracy, completeness, ownership, publication and dissemination of Your User Content and that You are solely responsible for obtaining and maintaining all rights, licenses, permissions, releases, approvals, clearances, credit, or attribution information relating to all User Content and for paying any applicable royalties or fees in connection therewith. By submitting or sending User Content or otherwise making User Content available for display on or through this Website, you agree that any inventions, improvements, discoveries, works of authorship, data, technology, know-how, concepts material or any other product or intellectual property conceived or developed by you, your employees, independent contractors or agents in connection with, or as a results of, any services performed for Andersen or developed at Andersen's request or jointly developed with Andersen (collectively, "Inventions and Creative Works") will be treated as Confidential Information of Andersen furnished by you to Andersen

and that you assign the entire ownership, title and interest of such Inventions and Creative works to Andersen without further consideration, and such Inventions and Creative Works will be deemed “works made for hire” by You for Andersen to the maximum extent permitted by law. For any User Content, invention and other third party intellectual property You provide, you grant Andersen users a royalty-free, world-wide, non-exclusive, perpetual license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display such User Content, in whole or part. Andersen does not endorse and assumes no obligation to monitor or filter any User Content posted, or otherwise made available, on or through this Website; provided, however, that Andersen reserves the right, but not the obligation, to, at its sole discretion, monitor, refuse, edit or remove any User Content, and may take any reasonable action it deems necessary or appropriate with respect to any User Content, that, in Andersen’s sole judgment, does not comply with this Agreement, is illegal, or is otherwise undesirable, inappropriate or inaccurate. Andersen is not responsible for any failure, non-failure or delay in refusing, editing or removing such User Content.

9. **COMPLIANCE WITH LAW; ACCEPTABLE USE POLICY.** You hereby agree that You shall abide by all applicable laws, rules, and regulations. Your involvement or use shall not, nor shall You enable any third party to, perform any acts that may circumvent or defeat any security mechanism or security encryption mechanism, use this Website Credentials that have not been assigned to You, share Your this Website Credential with any other third party, or facilitate illegal, abusive or unethical activities such as pornography, obscenity, nudity, violations of privacy, hacking, gaining unauthorized access, introduction of computer viruses, time bombs, Trojan horses, worms, malicious code and the like, or by posting or forwarding the types of information described in this Section or any other harassing, harmful, inaccurate, misleading, defamatory, or unlawful material or information. You agree that You shall not use any automated procedure to gather Andersen Proprietary Information on or from this Website by means of what is commonly called a “bot” or breach or attempt to breach the security of software, network, servers, data, computers or other hardware relating to this Website or that of any third party that is hosting or interfacing with any part of this Website, or use or distribute on this Website software or other tools or devices designed to compromise privacy or security, or create any frames at any web sites pertaining to or using any Andersen Confidential Information.

10. **MONITORING OF THIS WEBSITE USAGE.** Your use of this Website, including, but not limited to, transmissions to and from the Internet through this Website; e-mail usage related to this Website; the content of any e-mail content transmitted, accessed, stored or otherwise made available through this Website; and use of this Website and Internet tools and facilities, may and will be monitored from time to time. You will not receive any advance notice of any monitoring. Andersen has no obligation to monitor use of this Website, but may do so in its sole discretion.

11. **TERMINATION OF ACCESS.** Your access to and use of this Website may be terminated at any time for any reason or for no reason by You or by Andersen. Upon termination of Your access to this Website, You shall immediately cease all use of this Website except as expressly approved by Andersen and completely destroy all Andersen Confidential Information in your

possession or control. Failure by Andersen to deactivate this Website Credentials shall not be construed as such approval.

12. **NOTICE; COMMUNICATIONS.** All notices, demands and other communications to Andersen from You related to this Agreement shall be delivered to Andersen at Andersen Corporation, Procurement Supply Chain Analyst with a copy to Legal Department, Attention: General Counsel, 100 Fourth Avenue North, Bayport, MN 55003. Any notice required or permitted under this Agreement is to be given in writing and is deemed effectively given upon deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in this section and upon confirmation of delivery by said courier. Andersen may use any commercially reasonable means to provide You with notices, demands and other communications related to this Agreement. You hereby consent to Andersen contacting you via text message (SMS) or phone call via automated means.

13. **ASSIGNABILITY.** You may not assign this Agreement or any rights granted under this Agreement, including, but not limited to, this Website Credentials, whether in whole or in part, whether voluntary or by operation of law, to any third party without the prior written consent of Andersen, which may or may not be granted in Andersen's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

14. **ENFORCEMENT.** You hereby acknowledge and agree that any breach of this Agreement will cause irreparable harm to Andersen and that monetary damages are inadequate; therefore You hereby agree that, in addition to any other remedy available at law or in equity, Andersen may pursue, with or without notice to You, temporary or permanent injunctive relief in a court of competent jurisdiction.

15. **SEVERABILITY.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect so long as the essential terms and conditions of this Agreement reflect the original intent of the parties and remain valid, legal and enforceable.

16. **NO WAIVER.** The failure of a party to enforce a provision, exercise a right or pursue a default of this Agreement shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

17. **CUMULATIVE REMEDIES.** Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

18. **GOVERNING LAW.** The laws of the State of Minnesota (without giving effect to its conflicts of law or choice of law principles) govern all matters arising out of or relating to this Agreement, including, without limitations, its validity, interpretation, construction, performance and enforcement. Any litigation or other legal procedure related to this Agreement may be brought in the state and federal courts located in the State of Minnesota and You consent to the personal jurisdiction of such courts and waives any objection based on *forum non conveniens*.

19. **DEFINITIONS.**

19.1 Andersen Confidential Information or “Confidential Information” means technical and non-technical information (regardless of whether such information is in tangible or intangible form) including data, ideas, sales information, pricing, discounts, margins, concepts, formulae, methods, techniques, processes, financial, product information, business plans, research, development, manufacturing, purchasing, finance, engineering, sales, and business methods and any personal information pertaining to an individual or person, such as employees or customers (including any derivatives of any of the foregoing) disclosed to You by or on behalf of Andersen during the term of this Agreement or before and additionally means any information, including the arrangements contemplated by this Agreement, which are used, learned or contributed during the course of this Agreement, which is not generally available to the public or which would give You or third parties a competitive advantage over Andersen.

19.2 The following information, all as reasonably substantiated by documentation, however, is not Confidential Information and You are not restricted as to its use or disclosure:

- (a) information already in the possession of, or already known to, You prior to the date of Your assent to this Agreement, and not under any other obligations of confidentiality due to any other agreements between You and Andersen;
- (b) information that enters the public domain after Your assent to this Agreement, or which, after such disclosure, enters the public domain through no fault of Your own;
- (c) information lawfully furnished or disclosed to You by a non-party to this Agreement without any obligation of confidentiality;
- (d) information independently developed by You without use of any Confidential Information; or
- (e) information that is explicitly approved for release by Andersen.

19.3 “Affiliates” means any current or future corporation, partnership or other entity that is in or under the direct or indirect control of Andersen or of another Affiliate of Andersen, or other entity that is under common control with Andersen or another Affiliate of Andersen. For purposes of the foregoing, “Control” exists whenever there is an ownership, profits, voting or similar interest (including any right or option to obtain such an interest) representing at least 20% of the total interests of the pertinent entity then outstanding.

20. **ENTIRE AGREEMENT; LINKS TO OTHER WEBSITES.** This Agreement and any separate confidentiality agreement between the parties (if any) or agreement related to intellectual property between the parties (if any), including any amendments or modifications made

thereto, and any applicable Andersen policies or procedures related to this Website posted on this Website or otherwise communicated to third parties by Andersen, constitutes the entire, complete and exclusive statement of the Agreement between You and Andersen related to Your use of this Website and supersedes all prior oral or written proposals, prior agreements and other prior communications between You and Andersen, concerning this Website, except that any previous agreements pertaining to confidentiality, Confidential Information, or intellectual property shall remain in effect. Except as otherwise provided in this Agreement, if the terms and conditions in any other agreement between You and Andersen pertaining to this Website conflict with this Agreement, the terms and conditions contained in this Agreement are controlling.

You may be subject to the terms of other websites that are linked to this Website, whether such websites are run by Andersen or a third party. As a convenience to you, Andersen may provide links to websites operated by others. Andersen makes no representations about websites accessed from this Website which are not maintained, controlled or created by Andersen and does not endorse any linked websites or the information appearing thereon. Links do not imply that Andersen endorses, is affiliated with, or associated with such linked websites.