

## PARTNER PORTAL TERMS OF SERVICE

**Please read these Partner Portal Terms of Service (this “Agreement”) carefully. YOUR USE OF THE PARTNER PORTAL CONSTITUTES YOUR CONSENT TO THIS AGREEMENT.**

**OVERVIEW.** This Agreement is between you (as a Partner) and Rocky Mountain Hardware, Inc. (“**Rocky Mountain Hardware**”, “**our**,” “**we**,” or “**us**”) concerning your access to and use of the Partner Portal. This Agreement constitutes the entire agreement and understanding between you and us with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

The Partner Portal is offered and available to users who are 18 years of age or older. By using the Partner Portal, you represent and warrant that you are of legal age to form a binding contract with the us and meet the foregoing eligibility requirement. If you do not meet these requirements, you must not access or use the Partner Portal.

By using the Partner Portal, you affirm that you (i) consent to this Agreement, (ii) are of legal age to enter into this Agreement, and (iii) are not prohibited from accessing or using the Partner Portal or any of the Partner Portal’s contents, goods, or services by applicable law. If you are accepting on behalf of your employer or another entity, then you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent.

This Agreement is an integral part of the Website Terms of Use, located at [rockymountainhardware.com/terms-and-conditions](http://rockymountainhardware.com/terms-and-conditions), that apply generally to the use of our Site. You should also carefully review our Partner Portal Terms and Conditions of Sale and Privacy Policy before placing an order for Products or Services through the Partner Portal (see Sections 3.3 and 5.1).

Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision.

**DEFINITIONS.** “**Products and Services**” means Rocky Mountain Hardware’s products and services provided via its website, [www.rockymountainhardware.com](http://www.rockymountainhardware.com), and other means, including an online platform referred to herein as the “**Partner Portal**.”

“**Partner**” means you are a Distributor, Regional Representative, or Rocky Mountain Hardware Employee, who registers an account with Rocky Mountain Hardware to access the Partner Portal.

“**Effective Date**” means the date which Partner has accepted these terms via Rocky Mountain Hardware’s website, [www.rockymountainhardware.com](http://www.rockymountainhardware.com).

## **ACCESS AND USE OF THE PARTNER PORTAL.**

**Provision of Access.** Subject to and conditioned on your compliance with the terms and conditions of this Agreement, Rocky Mountain Hardware hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the Partner Portal solely to use our Products and Services.

**Restrictions.** You may not: (a) modify, decompile, disassemble, reverse-engineer, reproduce, redistribute, create derivative works based upon, or attempt to commercially gain from your use or misuse of the Partner Portal, or any of their components, except as permitted by the Agreement; (b) remove, obscure, or modify any copyright or other intellectual property notices that appear on or in the Partner Portal; (c) use the Partner Portal in any manner (i) that violates any law or regulation (including any laws regarding the export of data or software to and from the US or other countries), this Agreement, any of our policies, or any third party policy, that applies to you; (ii) that harms Rocky Mountain Hardware, other users of the Partner Portal, or any other person; or (iii) to impersonate or attempt to impersonate Rocky Mountain Hardware, a Rocky Mountain Hardware employee, other users of the Partner Portal, or any other person or entity; (d) automatically crawl or query the Partner Portal for any purpose or by any means (including screen and database scraping, spiders, robots, crawlers and any other automated activity with the purpose of obtaining information from the Partner Portal) unless you have received prior express written permission from us. If you violate the terms and conditions of this Agreement, your permission to access and use the Partner Portal is automatically revoked.

**Terms and Conditions of Sale.** The Partner Portal Terms and Conditions of Sale, located at [partners.rockymountainhardware.com/terms-and-conditions](http://partners.rockymountainhardware.com/terms-and-conditions), governs your rights and obligations, as well as conditions, limitations, and exclusions that may apply to you in connection with your purchase of products or services through the Partner Portal.

## **INTELLECTUAL PROPERTY.**

**Intellectual Property Ownership.** Nothing herein will be deemed to transfer to Partner title to any intellectual property rights (including, without limitation, any trademark or copyright) in or to any Rocky Mountain Hardware Products or any associated documentation, marketing, or training materials. Nothing herein will be construed as granting, by implication, estoppel, or otherwise, any license to use our intellectual property without our prior written consent.

**Marketing Support.** We may provide Partner with information and materials intended to promote Rocky Mountain Hardware’s Products and Services. Partner will use such information and materials solely for the purpose of promoting our Products and Services to potential customers and/or to our existing customers, if instructed so by us. Partner will not engage in any deceptive, misleading, illegal or unethical business practices and will not

make any representations, warranties, guarantees or similar statements regarding our Products and Services which are inconsistent with those contained in Rocky Mountain Hardware materials.

**Services and Product Analyses.** Notwithstanding anything to the contrary herein, Partner may share with Rocky Mountain Hardware information and data from Partner's order entries and/or annual sales. Based on such data, we may (i) compile statistical and other information related to the performance, operation and use of our Products and Services, and (ii) use and share data in aggregated form for marketing, promotional, security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "**Services and Product Analyses**"). Our Services and Product Analyses will not incorporate any customer data in a form that identifies a customer or an individual. We retain all intellectual property rights in our Services and Product Analyses.

**Feedback.** Partner may share suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Partner Platform ("**Feedback**"). Rocky Mountain Hardware shall own all right title and interest in any Feedback.

## **PRIVACY AND INFORMATION SECURITY.**

**Privacy Policy.** We respect your privacy and are committed to protecting it. Your submission of information through the Partner Portal is governed by our data privacy policy, located at [www.rockymountainhardware.com/privacy-policy](http://www.rockymountainhardware.com/privacy-policy).

**Your Systems.** You have and will retain sole responsibility for your information technology infrastructure, whether operated directly by you or through the use of third-party services ("**Systems**"), and all access to and use of the Partner Portal and other Intellectual Property we provide to you, directly or indirectly by or through your Systems or your access credentials, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. You will employ all necessary safeguards (physical, administrative, technical, and otherwise) to protect against any unauthorized access to or use of the Partner Portal.

**CONFIDENTIALITY.** While using the Partner Portal you may receive certain private or confidential information from us. Except to comply with law, regulation, or other legal process, or upon prior written consent by us, you will not publish, disseminate, or disclose, for your own benefit or the benefit of any third party, any Confidential Information. Your failure to comply with the foregoing will constitute a material breach of this Agreement.

**DISCLAIMERS.** THE PARTNER PORTAL IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, ROCKY MOUNTAIN HARDWARE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND,

WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE, COMPATIBILITY, SECURITY, OR ACCURACY WITH RESPECT TO THE COMPANY IP AND CLIENT DOCUMENTATION, INCLUDING THE USE THEREOF. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PARTNER PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PARTNER PORTAL OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOU AGREE TO BEAR ALL RISKS ASSOCIATED WITH THE UPLOADING AND TRANSMITTING OF MATERIALS AND UTILIZING THE PARTNER PORTAL, INCLUDING RELIANCE ON THE ACCURACY, RELIABILITY, OR LEGALITY OF SUCH MATERIALS.

**LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, OR LOSS OF OTHER INTANGIBLES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE PARTNER PORTAL OR THIRD-PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE PARTNER PORTAL IS TO STOP USING THE PARTNER PORTAL; AND (D) OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE THE AGGREGATE AMOUNT OF FEES PAID BY YOU. ALL LIMITATIONS OF LIABILITY OF ANY KIND ARE MADE FOR THE BENEFIT OF US AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS.

**INDEMNIFICATION.** You agree to defend, indemnify, and hold Rocky Mountain Hardware, and its respective agents, employees, directors, officers and representatives harmless from and against all claims and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of (a) your failure to comply with applicable laws, regulations, this Agreement, any Rocky Mountain Hardware policies; (b) any misrepresentation made by you with respect to documentation and information provided by you; or (c) any activity in which you engage on or in the Partner Portal.

**TERMINATION AND SUSPENSION.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by us. We may terminate or suspend your access to any portion of the Partner Portal for any or no reason. We will use commercially

reasonable efforts to provide you with notice of any such termination or suspension, but we will otherwise not be held liable for any consequences that may incur because of that termination or suspension. In the case of termination or expiration of this Agreement, the license and access right granted to you under Section 3 will be immediately terminated.

**REPRESENTATIONS, WARRANTIES, AND COVENANTS.** You represent, warrant, and covenant that: (a) you are able enter into this Agreement and grant all assignments, licenses, and permissions contemplated or contained herein; (b) your use of the Partner Portal will be in compliance with all laws, regulations, this Agreement, and all Rocky Mountain Hardware policies; and (c) all documentation and information provided by you is true, accurate and complete, and that you will maintain and update such information as needed.

**GOVERNING LAW.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Idaho.

**CHANGES TO THIS AGREEMENT.** We have the right, in our sole discretion, to update this Agreement from time to time. All modifications are effective immediately when we notify you thereof. Your continued use of the Partner Portal following the effective date of any modifications to this Agreement will be deemed an acceptance of the modified Agreement. You are expected to check this page frequently, so you are aware of any modifications, as they are binding on you.

**MISCELLANEOUS.** This Agreement, our Partner Portal Terms and Conditions of Sale, our Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in this Agreement. The invalidity, illegality, or unenforceability of any provision in this Agreement does not affect any other provision in this Agreement or the validity, legality, or enforceability of such provision in any other jurisdiction. Our failure to act by with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason without our prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. We may assign, transfer, or sublicense any or all our rights or obligations under this Agreement without restriction.