

**IMPORTANT NOTICE:** This [Jabil Partner Portal] Access Agreement (“**Agreement**”) is a binding legal contract between you and the legal entity you represent (“**Supplier**”) and Jabil Inc. and its subsidiaries and affiliates (collectively, “**Jabil**”). By clicking the “I Accept” button, or by accessing, participating, or submitting any information, or using the [Jabil Partner Portal] or any of its associated software (the “**Portal**”), you warrant that you are duly authorized to accept this Agreement on behalf of the Supplier, intending to be legally bound hereby, and Supplier shall be bound by the terms of this Agreement. If Supplier does not agree to the terms of this Agreement, Jabil is not willing to grant Supplier any right to use or access the Portal. If Supplier does not accept this Agreement, Supplier may not access or use the Portal. Supplier may obtain a copy of this Agreement by selecting “Email Agreement to Me” below before clicking the “I Accept” button.

## TERMS AND CONDITIONS

- 1) **Grant of License; Consent.** Jabil grants to Supplier a revocable, nontransferable, personal, nonexclusive license to access and use the Portal and any accompanying documentation for the limited purposes of: (i) submitting and responding to and submitting information requested by Jabil in furtherance of Supplier’s business relationship with Jabil, and (ii) enabling Jabil and its consultants, advisors, and representatives to manage Jabil’s financial risks, protect against fraud and dishonesty, know who Jabil is doing business with, meeting Jabil’s compliance and regulatory obligations, and helping Jabil better understand organizations, industries and markets (“**Purpose**”). The Portal is licensed to you, not sold. Except for the limited license granted above, Jabil and its licensors retain all right, title and interest in the Portal, all copies thereof, and all proprietary rights in the Portal, including copyrights, patents, trademarks and trade secret rights.
- 2) **Consent for Use of Data.** Supplier agrees that Jabil and its affiliates may collect and use business, financial, personal, technical and related information, including but not limited to legal entity name, address, registration numbers, information, financial, banking, tax, affiliated entity information, and other related legal entity information, shareholder, director, and employee names, job titles, business email address, business contact information, telephone number, address, Supplier’s product and service information, responses to survey questions, technical information about each user’s IP address, computer, system and application software, and peripherals, and any information that is gathered periodically (collectively, “**Data**”) to facilitate the provision of software access, updates, product support and other services to Supplier (if any) related to the Portal. JABIL’s Privacy Policy (a copy of which is currently available at <https://www.jabil.com/about-us/the-jabil-code/privacy.html>) shall govern the collection and use of any personal data as defined under applicable data privacy and protection laws.
- 3) **Network Charges.** The Portal requires access through the use of the Internet in order to use the Portal. Supplier’s Internet Service Provider (ISP) may charge fees for such network and data services. Check with your ISP to verify whether there are any such fees that may apply to Supplier. Supplier is solely responsible for any costs Supplier incurs with respect to any ISP service.
- 4) **Confidentiality.**
  - a) Supplier is obliged to treat any and all information, Data, and know how that Supplier supplies or obtains in the future in connection with use or access to the Portal or directly or indirectly from Jabil (including employees, agents and advisors) (the “**Confidential Information**”) strictly confidential, to the widest extent reasonably possible and legally permissible, and to make use of such documents and Confidential Information exclusively in the course of using the Portal in furtherance of the Purpose. Therefore, Supplier agrees to refrain from making such Confidential Information available in any way to third parties, from granting third-parties access to, or permitting third parties to inspect the Confidential Information, and from publishing or distributing the Confidential Information. In addition, Supplier undertakes not to make use of the Confidential Information otherwise than solely for the Purpose. In this context, Supplier agrees to reveal the Confidential Information only to those of Supplier’s directors, officers, advisors, and employees, who need to know the Confidential Information solely in furtherance of the Purpose (“**Authorized Representatives**”), and who are bound by confidentiality agreements at least as protective as this Agreement.
  - b) Notwithstanding the foregoing, Supplier may disclose Confidential Information if and to the extent as may be required by applicable law, or by order of a competent court, regulatory or other governmental authority, or in pursuance of any procedure for disclosure of documents in any legal proceedings, which may arise between Supplier and ourselves

before any competent court, provided that Supplier requests the confidential treatment of Confidential Information by any such recipient to the extent permitted by law, and further provided that Supplier shall notify Jabil as soon as possible upon becoming aware of such requirement or order so that Jabil may seek a protective order or other appropriate remedy.

- c) Upon Jabil's request, which may be made at any time, Supplier will return the Confidential Information to Jabil without retaining any copies, or Supplier will provide evidence that Supplier has either deleted or otherwise destroyed the Confidential Information, without there being any possibility of reproduction.
- d) All information and materials submitted through the Portal shall become the property of Jabil upon delivery and will not be returned.

5) **Restrictions.** Supplier and its Authorized representatives may not copy, modify, transfer, rent, lease, sublicense, assign, reverse assemble, reverse compile or create derivative works of the Portal; nor may Supplier or its Authorized Representatives disclose the Portal to third parties. Supplier and its Authorized Representatives must not attempt to derive any confidential information, processes, data or algorithms from the Portal. Supplier acknowledge and agree that as between you and Jabil, Jabil retains sole ownership of all intellectual property and proprietary rights in the Portal and related information, including but not limited to patent, copyright, trade dress, trade secret, and trademark rights. Supplier and its Authorized Representatives may not: (a) use the Portal for any illegal purposes; (b) use the Portal to store, retrieve, transmit or view any file, data, image or program that contains: (i) any illegal pictures, materials or information; (ii) any harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature; (iii) any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; (iv) any code or material that violates the intellectual property rights of others; or (v) any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features.

6) **Third Party Software.** To the extent any software licensed from third parties, including open source software, (collectively, "**Third Party Solution**") is provided with the Portal, Supplier shall comply with the terms and conditions of the applicable third party licenses associated with such Third Party Solution, in addition to the terms and restrictions contained in this Agreement. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to that Third Party Solution.

7) **Authorized Representatives; Organizational Measures.** Supplier undertakes to implement appropriate technical, administrative, and physical security measures (encryption, unique password controls, secure building access, etc.) to ensure that access to the Portal is available only to those of Supplier's Authorized Representatives and that Data and Confidential Information are protected against unauthorized disclosure, misuse, damage, destruction, loss and theft. Supplier shall notify Jabil promptly, and in no event later than 24 hours, after discovering any breach of security leading to the accidental or unlawful access, destruction, loss, alteration, or unauthorized disclosure of Data or Confidential Information ("Security Breach"). Supplier shall indemnify, hold harmless and defend Jabil from breach of this Section 7 and reimburse Jabil for all damages, losses, expenses, and costs reasonably incurred by Jabil as a result such Security Breach.

8) **Obligations Concerning Data.** As regards the Data processed via the Portal, Supplier shall (i) comply with all applicable data protection laws, making all necessary disclosures and obtaining consents where required, and (ii) be responsible for the accuracy, quality and legality of Data and the means by which Supplier acquired such Data. Supplier explicitly undertakes to protect the confidentiality of Data as set forth in any applicable data protection laws with regard to all personal data, which may become known to Supplier in the course of any data transmission. Furthermore, Supplier undertakes to impose this obligation to protect the confidentiality of Data, to the extent mentioned above, on Authorized Representatives who have use or access to the Portal, and to make sure that they comply with this confidentiality obligation. For the avoidance of doubt Supplier shall be responsible for any breach of this confidentiality obligation by such persons.

9) **Compliance with Jabil's Supplier Code of Conduct.** Supplier shall comply with the provisions Jabil's Supplier Code of Conduct, (available at <https://www.jabil.com/about-us/supplier.html>), as may be updated from time to time by Jabil.

10) **Conflicts of Interest.** The supplier is informed that it is a strict Jabil policy that neither employees of Jabil nor members of their families shall accept gifts, kickbacks or entertainment from suppliers or others transacting or seeking to transact any business with Jabil. The offering or giving of such gifts by the supplier, whether or not made with intent to obtain special consideration, shall be deemed to be a material breach of contract entitling Jabil to cancel any contracts and remove the Supplier from its list of approved suppliers if Jabil elects to do so.

11) **Term and Termination.** This Agreement and the license will commence upon Supplier's acceptance of these terms. The license provided by Jabil shall terminate upon the earlier of (a) Supplier's breach of this Agreement, (b) Supplier ceases

to do business with Jabil, or (c) termination of the license by Jabil at its discretion. Upon the termination or expiration of this Agreement, the license granted in Section 1 (Grant of License; Consent) will automatically terminate and Supplier will have no further right to possess, access or use the Portal.

12) **Disclaimer.** TO THE EXTENT PROVIDED, JABIL PROVIDES THE PORTAL AND ASSOCIATED DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Supplier bears all risk of quality and performance of the Portal and documentation, as applicable. This disclaimer of warranty constitutes an essential part of this Agreement.

13) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JABIL BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR RELATED DATA AND INFORMATION, EVEN IF JABIL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, ANY FAILURE OF THE SOFTWARE, LOSS OF DATA, PERFORMANCE OF THE SOFTWARE, INACCURACY OF THE DATA OR INFORMATION, INTELLECTUAL PROPERTY INFRINGEMENT, AND ANY DAMAGES, LOSSES, OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE). **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, THE FOREGOING LIMITATIONS SHALL STILL APPLY. IN NO EVENT WILL JABIL'S TOTAL LIABILITY EXCEED FIFTY DOLLARS.**

14) **Governing Law; Dispute Resolution.** This Agreement is governed by and construed in accordance with the laws of the State of New York, without application of its conflicts of laws principles. All controversies and claims arising under or relating to this Agreement are to be exclusively resolved by arbitration in accordance with the rules of the American Arbitration Association before one arbitrator selected in accordance with those rules. The arbitration is to be conducted in English. The arbitrator shall apply the laws of the State of New York, without regard to its choice of laws principles. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

15) **Export Compliance.** Supplier may not use or otherwise export or reexport the Portal except as authorized by United States law and the laws of the jurisdiction in which the Portal was obtained. In particular, but without limitation, the Portal may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Portal, Supplier represent and warrant that Supplier and its Authorized Representatives are not located in any such country or on any such list. Supplier also agrees that it will not use the Portal for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

16) **Government End Users.** The Portal and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished- rights reserved under the copyright laws of the United States.

17) **General.** This Agreement constitutes the entire agreement between the parties with respect to participation in the Events and the subject matter herein, and supersedes any and all prior and contemporaneous written or oral agreements, promises, representations, warranties, and understandings of the parties regarding the same subject matter. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Jabil to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The following provisions shall survive any termination or expiration of this Agreement: Sections 4 (Confidentiality), 5 (Restrictions), 12 (Disclaimer), 13 (Limitation of Liability), 14 (Governing Law; Dispute Resolution), and 17 (General).