

COSTCO
VENDOR PORTAL ACCESS AGREEMENT

Last Updated: August 14, 2019

This vendor portal, including all content, functionality and services offered on or through this vendor portal (collectively, the "Portal") allows You to view certain information regarding your supply relationship with the Costco Affiliate with whom Your Principal (defined below) does business ("Costco"). This agreement (this "Agreement") is between "You", meaning both You as the individual using the Portal and the company or other organization (Your "Principal") on whose behalf You use the Portal, and Costco and no other Costco Affiliate. You must agree to the terms of this Agreement in order to use or access the Portal. If You violate any terms of this Agreement, Costco may terminate Your access to the Portal. "Costco Affiliate" means, as to Costco Wholesale Corporation, any entity that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, Costco Wholesale Corporation.

Please read this Agreement carefully before You use the Portal. **You may only use the Portal if You accept and agree to be bound and abide by this Agreement by clicking to accept or agree to the terms of this Agreement when this option is made available to You.** If You do not want to agree to this Agreement, You must not access or use the Portal.

1. Authorized Agent. You agree that You are an authorized agent of Your Principal, with actual authority to bind Your Principal in any transaction conducted on the Portal. You and Costco have agreed to conduct business electronically through the Portal, and any signature submitted through the Portal and any transaction concluded on the Portal is binding and enforceable to the same extent as if submitted or conducted through non-electronic means. If You have other agreements with Costco, this Agreement supplements those agreements, and in the event of a conflict, this Agreement governs as it pertains to use of the Portal.

2. Special Terms for Administrators. If You are the administrator for Your Principal, in addition to the other terms included in this Agreement, You are solely responsible for establishing and terminating or arranging for Costco to terminate all Portal access and Credentials (defined below) of other individuals who use the Portal on behalf of Your Principal. Without limitation, as soon as You become aware that an individual is no longer authorized to act on behalf of Your Principal, You must terminate that individual's access to the Portal. You are also responsible for implementing for all individuals' controls, activity limitations and authorizations that may be implemented through the Portal. You must inform the individuals You authorize of the exact name and the exact vendor number they must use in order to transact business on the Portal. If You become aware of any unauthorized use of the Portal or any Credentials, You must immediately inform Costco of that fact. Notifications required by this section may be submitted to vendorextranet@costco.com.

3. Purpose of Portal; Termination of Access. Subject to this Agreement, You are granted a limited, revocable, non-sublicensable and non-transferable license to access and use the Portal solely for the purpose of transacting business with Costco, including the following permitted uses: (a) reference information about Your account and transaction history with Costco; (b) review Costco's agreements and other business documents and information; (c) engage in activities as allowed on the Portal; and (d) print or save unaltered copies of materials on the Portal to document transactions or to retain information related to Your business activities with Costco. The Portal does not maintain records indefinitely, so when You need a copy for Your records, it is Your responsibility to make one. Costco reserves the right to restrict, block or terminate Your access at any time without notice or cause, and perform maintenance to the Portal at any time, and You agree to structure Your business affairs to anticipate potential unavailability of the Portal.

4. Privacy. To access and use the Portal, You have supplied or will supply certain registration details or other personal information to Costco, such as Your name, email or other address, and job title or other

similar information. Costco will collect and use this information in accordance with its Privacy Policy, which can be reviewed at <https://www.costco.com/privacy-policy.html>.

5. Security. Costco does not warrant that Your use of the Portal will be secure. If applicable law imposes any non-disclaimable duty on Costco regarding security or related matters, You agree that the standard used to measure Costco's compliance with that duty will be one of intentional misconduct. If Costco is ever required to disclose or provide notice regarding security to You, You agree that it may do so by posting notice on the Portal.

6. Ownership of and License to Content. All forms, materials, data, content and information stored, collected, derived, generated or otherwise obtained or accessed by You through the Portal (collectively, "Costco Materials") belong to Costco. You are granted a license to use Costco Materials only for the purpose of using the Portal and its contents for internal business AND FOR NO OTHER PURPOSE. This license grant does NOT include the right to do, and You agree not to do, the following:

- a) publish, publicly perform or display, or distribute to any third party any Costco Materials, including reproduction on any computer network or broadcast or publications media;
- b) affiliate Yourself in any way with the Costco brand through use of its name, logos, product and service names, designs and slogans;
- c) market, sell or make commercial use of the Portal or any Costco Materials;
- d) systematically collect and use any data or content from the Portal, including the use of any data mining, robots, or similar data gathering and extraction methods; or
- e) make derivative uses of the Portal or the Costco Materials.

You are not granted any other right by implication, estoppel, or otherwise in or under any patent, trademark, trade dress, copyright, or proprietary right of Costco or any third party. It is Costco's policy to terminate access rights for any infringement of the above license. You grant Costco a license to use all materials and content that You upload on the Portal for any purpose consistent with this Agreement.

6. Reliance on Information Posted. Costco Wholesale may remove, add or change any information or document posted on the Portal at any time and without notice. Also, information on the Portal may be outdated or contain typographical errors, inaccuracies, or omissions (collectively, "Inaccuracy"), and Costco reserves the right to correct any Inaccuracy even if an action based upon it has already been taken. Costco does not warrant the accuracy, completeness or usefulness of any information provided on or through the Portal. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by You or anyone who may be informed of such information.

7. No Unauthorized Access. You will be given credentials to access the Portal, such as a user name, password or other identification mechanism ("Credentials"). You agree to protect the confidentiality of Your Credentials, not to allow any other individual or organization to use them, and to take reasonable precautions to prevent the loss, disclosure, or compromise of Credentials and any unauthorized use of the Portal (collectively, a "Compromise"). You are solely responsible for any use of Your Credentials on the Portal and Costco may attribute all activity on the Portal occurring through use of Your Credentials to You, without investigation by Costco. If You believe that Your Credentials have been compromised, You must contact Costco or Your administrator immediately and take corrective action to mitigate potential losses. As soon as Your authorization to act on behalf of Your Principal terminates, You agree to inform Costco or Your Portal Administrator of that fact and to stop using the Portal.

8. Conduct Regarding the Portal. It is a condition of Your access to and use of the Portal that all information You provide on or through the Portal is correct, current and complete. You agree that you will not attempt or do any of the following: (a) access any Portal area that You are not authorized to access; (b) alter Costco Materials; (c) use any automated means or interface not provided by Costco to access the Portal or extract data; (d) reverse engineer any aspect of the Portal or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area or Costco Materials; (e) send or otherwise impact the Portal with harmful or deceptive code; (f) access or use the

Portal or any Service for any unlawful, unintended, or harmful purpose, or other than in full compliance with applicable law and Your agreements with Costco; (g) take any action which might impose a significant burden (as determined by Costco) on the Portal infrastructure; (h) interfere with the ordinary operation of the Portal; or (i) insert or otherwise send to or through the Portal, any "spyware", "adware" or other code that could be illegal, harmful, or disruptive to the Portal or any recipient.

9. Confidentiality. You acknowledge that the Portal and all Costco Materials are the confidential and proprietary information of Costco. You acknowledge that unauthorized disclosure or use of the Portal could cause irreparable harm to Costco for which monetary damages may be difficult to ascertain. Notwithstanding, You agree that we shall have the right, in addition to our other rights and remedies, to seek and obtain injunctive relief for or to prevent such unauthorized disclosure or uses, and/or to limit any improper benefits derived therefrom, without the necessity of posting a bond or other security.

10. Indemnity. You hereby release, hold harmless, and indemnify Costco and its affiliates (and their respective licensors, service providers, employees, agents, officers and directors) against any and all claims, actions, proceedings, or suits and all liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by such indemnified parties, arising out of or relating to (a) the violation or breach by You of any of this Agreement, (b) Your negligence or intentional misconduct, and (c) any Compromise and any related unauthorized access to or use of the Portal or any materials therein (including any Costco Materials).

11. Links. Costco makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party sites that may be accessible by hyperlink from the Portal. These linked sites are not under our control and we are not responsible for their content. We are providing these links only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by Costco of the site or any information on it. When leaving the Portal, You should be aware that our terms and policies no longer govern, and, therefore, You should review the applicable terms and policies, including privacy and data gathering practices, of that site.

12. No Warranties. THE PORTAL AND ALL COSTCO MATERIALS (COLLECTIVELY, THE "ENTIRE PORTAL") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. YOU EXPRESSLY AGREE THAT THE ENTIRE PORTAL, INCLUDING (WITHOUT LIMITATION) ALL FORMS, CONTENT OR DATA DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE PORTAL, IS AT YOUR SOLE RISK. COSTCO DISCLAIMS ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT. COSTCO DOES NOT REPRESENT OR WARRANT THAT COSTCO MATERIALS AND THE PORTAL ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, OR ERROR-FREE. COSTCO IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS, INCLUDING (WITHOUT LIMITATION) RELATING TO PRICING, TEXT OR PHOTOGRAPHY. COSTCO DOES NOT REPRESENT OR WARRANT THAT THE PORTAL IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; YOU SHOULD USE INDUSTRY-RECOGNIZED TOOLS TO DETECT AND DISINFECT VIRUSES OR OTHER HARMFUL CODE.

13. Exclusion of Damages. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COSTCO, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PORTAL, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR LOSS OF PRIVACY OR SECURITY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCTS LIABILITY, EQUITY OR OTHERWISE, EVEN IF FORESEEABLE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE PORTAL, THIS AGREEMENT, OR THE COSTCO MATERIALS. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Exclusive Remedy; Damage Limitation. TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE FOREGOING EXCLUSION OF DAMAGES, YOUR EXCLUSIVE REMEDY FOR (A) ANY BREACH BY COSTCO OF THIS AGREEMENT, AND (B) ANY DAMAGES RELATING TO ANY ASPECT OF THE ENTIRE PORTAL THAT ARE DUE TO YOU BY COSTCO OR ANY OF ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, SHALL BE AT COSTCO'S OPTION: (X) SUBSTITUTION, CORRECTION OR REPLACEMENT OF ALL OR PART OF THE PORTAL CAUSING YOUR DAMAGE; OR (Y) THE AMOUNT OF YOUR DAMAGES THAT ARE NOT OTHERWISE EXCLUDED IN THE PRECEDING SECTION AND WHICH YOU ACTUALLY INCUR IN REASONABLE RELIANCE, WHICH AMOUNT SHALL, IN AGGREGATE, NOT EXCEED US\$250.00. The foregoing damage exclusions and limitations are independent and will apply even if any remedy fails of its essential purpose.

15. General. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, USA, without resort to its conflict of law provisions. You agree that any action, suit or proceeding regarding the foregoing shall be adjudicated only in the federal or state courts located in Seattle, Washington, U.S.A, and You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts. If any provision of this Agreement shall be unenforceable for any reason, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions if the allocation of risks and obligations reflected in the original Agreement is preserved.

16. Other Languages. Costco may translate this Agreement into languages other than English. You agree that these translations are for our mutual convenience, and that this English language version is the official Agreement.

17. Changes. Costco reserves the right to revise and update the terms of this Agreement at any time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Portal thereafter. Your continued use of the Portal following the posting of a revised Agreement means that You accept and agree to the revised Agreement. You are expected to check this page from time to time so You are aware of any revisions or updates to the terms of this Agreement, as they are binding on You.