

GENERAL MOTORS  
SUPPLYPOWER

**GM Terms of Use, Published September 2018**

The following Terms of Use constitute a legal agreement between you and General Motors Holdings LLC and its affiliates (collectively, "GM"). As used herein, the terms "You" and "Your" refer to each entity (e.g., Supplier) using the GM SupplyPower portal website and each such entities' individual users of the website. By accessing, browsing and/or using the GM SupplyPower portal website ("gmsupplypower.portal.covisint.com"), you acknowledge that you have read, understand and agree to be bound by these Terms of Use and to comply with all applicable Laws including, without limitation, regulations, and/or other directives, and all state, federal and local country tax and tariff laws, regulations, and/or directives. If you do not agree to these Terms of Use, you may not access or use the GM SupplyPower portal.

1.1 Acceptable Use. You agree to:

- (a) Use GM SupplyPower portal only for lawful purposes;
  
- (b) Use GM SupplyPower portal only in connection with your business relationship with GM;
  
- (c) Take all necessary precautions to ensure that all content or other material posted or otherwise made available within GM SupplyPower portal does not contain any viruses, time bombs, Trojan horses, worms or other computer programming routines that may damage or interfere with the operations of GM SupplyPower portal or any system, data or information pertaining to GM SupplyPower portal or any user of GM SupplyPower portal;
  
- (d) Take all precautions necessary to maintain the secrecy and security of your company password(s) and your user name(s) and user password(s);
  
- (e) Take reasonable and necessary precautions to ensure the security and confidentiality of any information, including personally identifiable information, contained in the GM SupplyPower portal and protect it from compromise;
  
- (f) Train authorized users regarding their obligations to secure and keep confidential any information contained in the GM SupplyPower portal;
  
- (g) Be solely responsible for any use or misuse of your company password(s), user name(s) and user password(s);

(h) Comply with all rules governing transactions on and through GM SupplyPower portal;

(i) Comply with the requirements of the Communications Decency Act ("CDA"), including 47 U.S.C. 230, and the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. 512, and all other applicable laws, statutes, rules, regulations, directives and policies of all applicable countries and their instrumentalities and political subdivisions thereof including, without limitation, all states, provinces, territories and the like (collectively, "Laws");

(j) Notify GM of any compromise of information contained in the GM SupplyPower portal, any compromise of login credentials or any legally binding third party (including law enforcement or government agency) request for access to the information contained in GM SupplyPower portal;

(k) Comply with all applicable export control, economic sanctions, and other related laws, regulations, and/or directives, including, without limitation, the U.S. Export Administration Regulations and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control.

1.2 Collection, Use and Handling of Business Contact Information. You agree that when you enter your business contact details or other personal information into the GM SupplyPower portal website, this information will be used for business purposes, such as administering the supply relationship between your company and GM. You acknowledge that this information will be processed and stored by GM and/or its third-party service providers, such as Covisint, in various countries around the globe, in GM SupplyPower and in connected IT-systems and applications on servers hosted by GM, located in the U.S.A.

You can revoke your consent declaration at any time. For this and for any other question or concern about these data practices please contact us under: [privacy@gm.com](mailto:privacy@gm.com)

1.3 Prohibited Activities. You agree not to:

(a) Violate the privacy rights of other users of GM SupplyPower portal;

(b) Alter or tamper in any way with the software, look and feel, or functionality of GM SupplyPower portal;

(c) Violate GM's or its third party licensors' rights, if any, in GM Intellectual Property and/or any of their confidential information;

(d) Reproduce, copy, share, modify, adapt, distribute, transmit, transfer, republish, modify, compile or decompile, reverse engineer, distribute, transmit, display, remove or delete the GM Intellectual

Property or the content and information, including personally identifiable information, provided by GM, its third party licensors and/or other users of GM SupplyPower portal;

(e) Allow unauthorized disclosure or copying of any part of GM SupplyPower portal or any information obtained from GM SupplyPower portal;

(f) Allow access to or use of GM SupplyPower portal by any third parties who are not authorized users including, without limitation, to provide timeshare services, service bureau services, outsourcing or consulting services or for any unlawful purpose;

(g) Engage in any conduct that in any way restricts, inhibits or impacts any other user from using or enjoying GM SupplyPower portal; and

(h) Post on or otherwise transmit through GM SupplyPower portal any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable Laws.

#### 1.4 Termination of Access.

GM shall have the right to terminate, limit or suspend your access to all or any part of GM SupplyPower portal at any time, with or without notice, for any conduct that GM, in its sole discretion, believes is in violation of these Terms of Use, any applicable Law or is harmful to the interests of another user, any third party or GM.

#### 1.5 Security; No Liability.

GM and its third party licensors have implemented security measures to help protect against the risk of loss, misuse and alteration of any information under GM's control. Nevertheless, such security measures may not prevent all loss, misuse or alteration of information on GM SupplyPower portal, and GM is not responsible for any damages or liabilities relating to security failures.

#### 1.6 Disclaimer.

GM SupplyPower portal and all services provided by GM to you including, without limitation, all data, content and transactions, are provided "as is" and without any warranties of any kind. GM and their respective third party licensors expressly disclaim all warranties, whether express, implied or statutory, including, without limitation, the warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranties arising from trade usage, course of dealing or course of performance. Notwithstanding any provision contained herein to the contrary, GM and its third party licensors make no representation, warranty or covenant concerning the accuracy, completeness, sequence, timeliness or availability of GM SupplyPower portal or any information or content posted on or otherwise accessible via GM SupplyPower portal. No sales personnel, employees, agents or representatives of GM or any third party are authorized to make any

representation, warranty or covenant on behalf of GM or any of its third party licensors. Accordingly, additional oral statements do not constitute warranties, should not be relied upon and are not part of this agreement. Neither GM nor any of its third party licensors represent, warrant or covenant that GM SupplyPower portal will be secure, uninterrupted or error-free. You expressly agree that use of GM SupplyPower portal is at your sole risk and that GM and its third party licensors shall not be responsible for any termination, interruption of services, delays or errors in GM SupplyPower portal. This section shall survive termination or expiration of this agreement. GM does not represent, warrant or guarantee that you will generate any business by participating in GM SupplyPower portal.

#### 1.7 Limitation On Liability.

Neither GM nor any of its third party licensors shall be liable for any indirect, incidental, consequential, punitive, special or exemplary damages (including, without limitation, loss of profits, loss of use, transaction losses, opportunity costs, interruption of business or costs of procuring substitute goods) resulting from, arising out of or in any way relating to GM SupplyPower portal or disruption thereof, regardless of the form of the claim or action, whether based on contract, tort, strict liability, statute or otherwise, and regardless of whether or not such damages were foreseen, unforeseen or foreseeable, even if GM or its third party licensors have been advised of the possibility of such damages. In addition to the foregoing, neither GM nor any of its third party licensors shall be liable to you or any party for any direct damages resulting from, arising out of or in any way relating to GM SupplyPower portal or disruption thereof, regardless of the form of the claim or action, whether based on contract, tort, strict liability, statute or otherwise. To the extent the foregoing limitation of liability is, in whole or in part, held to be inapplicable or unenforceable for any reason, then the aggregate liability of GM and its third party licensors for any reason and upon any cause of action (including, without limitation, negligence, strict liability and other actions in contract or tort) arising out of or in any way related to GM SupplyPower portal or these terms of use will be limited to direct damages actually incurred up to two hundred fifty dollars (\$250).

#### 1.8 Intellectual Property Rights.

The registered and non-registered trademarks of GM including, without limitation, GENERAL MOTORS, GM and GM SUPPLYPOWER, and all data, drawings, specifications, technical documentation, plans, know-how, software, text, typefaces, graphics, logos, button icons, images, audio clips, designs, illustrations, configurations, displays, screens, concepts and other materials and information appearing on, displayed in connection with, embodied in, contained within, accessible through, or relating to GM SupplyPower portal (collectively, "GM Intellectual Property") are the exclusive property of GM and its third party licensors and are protected by applicable Laws. Any use not authorized by the Terms of Use including, without limitation, the reproduction, modification, distribution, transmission, republication, display, removal or deletion of GM Intellectual Property on GM SupplyPower portal, in whole or in part, in all forms, media and technologies now existing or hereafter developed, is strictly prohibited. Nothing contained herein shall be construed as conferring to you in any manner, whether by implication, estoppel or otherwise, any license, title or ownership of or to any GM Intellectual Property. Except as otherwise authorized by the Terms of Use, you may not upload, post, reproduce, copy, alter, modify, create derivative works of or distribute, in any way, GM Intellectual Property, without obtaining prior written permission from GM. You may translate the

GM Intellectual Property for your internal use only, provided that your use of the translated version complies with all other provisions of these Terms of Use. The GM Intellectual Property made available on or through GM SupplyPower portal may not be used in connection with any product or service that is different than the product or service with which it is related to on GM SupplyPower portal or in any manner that is likely to cause confusion among customers, disparages or discredits GM or a third party or diminishes the value of the GM Intellectual Property. You expressly acknowledge that the GM Intellectual Property: (a) has been developed and prepared by GM and its third party licensors through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, money and effort; (b) contains trade secrets of GM and its third party licensors; (c) is protected by applicable Laws; and (d) constitutes valuable property of GM and its third party licensors. You further agree that unauthorized copies, use or disclosure of the GM Intellectual Property will cause great damage to GM and its third party licensors, which damage far exceeds the value of the information involved.

#### 1.9 Reporting Of Copyright Infringements.

In accordance with Title 17, U.S. Code 512(c)(2) of the DMCA, the following procedure shall be followed regarding the reporting of copyright infringement claims:

(a) A formal notice of copyright infringement must be filed and must contain the following information:

(i) Name of person/entity complaining, including contact information;

(ii) Identification and location of infringing material;

(iii) A statement citing a good faith belief that the material is infringing; and

(iv) A statement made, under penalty of perjury, that the information contained in the complaint is accurate and that the complaint is authorized by the copyright holder.

(b) Any notice of copyright infringement for claims related to GM SupplyPower portal must be sent to GM's designated agent:

GM SupplyPower c/o Daniel DeMaster  
30001 Van Dyke Avenue  
Warren MI 48093-2350

#### 1.10 Links To Third Party Websites; Framing.

GM SupplyPower portal may provide links or references to other sites. GM has no responsibility for the content of these other sites, does not make any representations or give any warranties with respect to any information contained at or made available through these other sites and shall not be

liable for any damages or injury arising from the content of these other sites. In most cases, GM does not endorse companies or products to which it has provided links. Any links to other sites are provided merely as a convenience to you and, if you decide to access any of the third party sites linked to GM SupplyPower portal, you do so entirely at your own risk. GM reserves the right to terminate any link or linking program at any time. GM does not endorse the individuals, companies or other similar entities, or any products or materials associated with such individuals, companies or other similar entities, that provide a link to GM SupplyPower portal at their sites. Unless approved in writing in advance by GM, you agree not to: (a) provide or create a link to GM SupplyPower portal; and (b) create any frames at any other sites pertaining to any of the content located at GM SupplyPower portal. Contact GM to seek approval for linking to GM SupplyPower portal.

#### 1.11 Privacy Policy.

GM reserves the right to collect, use and share the data from the GM SupplyPower portal in accordance with these terms of use and the privacy policy posted on GM SupplyPower portal, as modified from time-to-time. The privacy policy can be found in the GM Supplier Document Library by searching "Global Privacy Policy".

#### 1.12 Updates.

The content published on GM SupplyPower portal may include technical inaccuracies or typographical errors. Changes may be made periodically and at any time to the content. GM may also make improvements and/or changes in the services and/or the programs or policies of GM SupplyPower portal at any time without notice. Additionally, GM shall have the right to update, revise or supplement these Terms of Use at any time. Such updates, revisions and supplements will be effective upon notice thereof, which may be given by any reasonable means, including by posting on GM SupplyPower portal. By continuing to use GM SupplyPower portal after such notice, you agree to be bound by any such revisions and should therefore periodically visit GM SupplyPower portal to determine the then-current Terms of Use to which you are bound.

#### 1.13 Applicable Law.

The laws of the State of Michigan will govern these Terms of Use without giving effect to any principles of conflicts of laws. You and GM agree to submit to the exclusive personal jurisdiction and venue of the state courts located in Oakland County, Michigan, and the federal courts located in Wayne County, Michigan, in any legal action or proceeding.

#### 1.14 Waiver.

No delay or omission by GM to exercise any right occurring upon any action, inaction or noncompliance on your part with respect to any of these Terms of Use shall impair any such right or power or be construed to be a waiver thereof or a waiver by GM of any other rights arising hereunder.

#### 1.15 Severability.

The provisions of these Terms of Use are intended to be severable. If for any reason any provision of

these Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.