

## GCP Supplier Accounts Payable Portal Access Agreement

The company (“**Supplier**”) accessing this Supplier Portal (“**Portal**”) accepts and agrees to the terms of this Agreement (this “**Agreement**”) with GCP Applied Technologies Inc. or one of its applicable subsidiaries or affiliates (each a “**Company**”). Each of Company is acting as separate legal entity on its own behalf and each is solely responsible for its transactions with Supplier under this Portal. Company provides this Portal for its key suppliers to track invoices sent to Company and payments made by Company for goods and services sold by Supplier to Company. Future upgrades to the Portal may allow Supplier, in its sole discretion, to offer discounts for Company’s early payment of invoices, and for Company to accept such discounts. Supplier accepts Company’s Privacy Policy, which is incorporated into this Agreement (<https://gcpat.com/en/privacy-policy>). The individual accessing this Portal on behalf of Supplier represents and warrants that he or she is authorized by Supplier to bind Supplier to this Agreement, to view the information provided on the Portal, and if discounts are offered to Company or invoices are created through the Portal, to act on behalf of Supplier. **Supplier may only access or use the Portal if it agrees to these terms. Supplier’s use of the Portal is at its own risk.**

### 1. Access Rights and Restrictions.

- 1.1. Subject to the terms of this Agreement, Company will use reasonable efforts to make the Portal available to Supplier in accordance with, and for the term of, this Agreement to permit Users (employees and agents of Supplier who are authorized by Supplier to use the Portal) to remotely access and use the Portal through the internet. Users will solely interact with the Company for Supplier’s internal business use in order to (i) view invoice and payment information provided by Company, (ii) create invoices from Company purchase orders, or (iii) to offer invoice discounts to Company (the “**Permitted Use**”). Supplier warrants that its Users are authorized to conduct such transactions using the Portal.
- 1.2. Supplier is hereby granted a limited, nonexclusive right to use the Portal in connection with its Permitted Use. All rights or interests not expressly granted to Supplier under this Agreement are reserved by Company. Supplier is and shall be responsible for the acts and omissions of Users, or anyone accessing the Portal through its Users’ logon information, as if they were the acts and omissions of Supplier. Supplier shall be responsible to **immediately** notify Company in writing, and where possible also by telephone, in the event that one of its authorized Users is no longer employed by Supplier or if Supplier withdraws its authorization for such User to use the Portal. Company shall not be responsible for any failure or delay of Supplier to notify Company of the foregoing.
- 1.3. Supplier Users must use an email address associated with Supplier’s domain as his/her User name in order for Company to authenticate the User’s credentials, however such User name is not required to contain any personal data (see 2.4 below).
- 1.4. Supplier shall not, and shall ensure that Users do not: (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any part of the Portal; (b) transmit any content, data or information that is unlawful, abusive, fraudulent, harassing, tortious, defamatory, vulgar, libelous, invasive of another’s privacy right or right of publicity, or racially or ethnically objectionable; (c) infringe, violate or otherwise misappropriate the intellectual property, privacy, confidentiality, publicity, or any other proprietary rights of any entity or person; (d) interfere with or disrupt the software and systems used to host, or connected with, the Portal; (e) use the Portal in the operation of a service bureau, outsourcing or time-sharing service; (f) circumvent or disclose any User authentication or security of the Portal or any host, network, or account related thereto; (g) access the Portal for the purpose of developing, or assisting in the developing of, a competitive product or service, or for copying its features or user interface; (h) permit access to the Portal by a competitor of Company or any third party or any of Supplier’s personnel except for its authorized Users; or (i) make any use of the Portal that violates any applicable local, state, national, international or foreign law or regulation.
- 1.5. Other than providing access to the Portal, Company makes no other agreements with Supplier. Nothing in this Agreement requires either party to proceed with any transaction or relationship. Company may suspend the Portal at any time.
- 1.6. Company’s suppliers and/or licensors retain all right, title and interest in and to the Portal, including all copyrights, patents, trade secrets, trademarks and other intellectual property rights. All rights not expressly granted herein are reserved by Company’s suppliers and/or licensors.
- 1.7. This Agreement does not grant or imply any right to use or license to any trademarks, trade names or logos of Company or other third-parties. Use of any trademarks, trade names or logos (“**Marks**”) displayed on the Portal,

or any content contained in the Portal, is strictly prohibited without the prior written consent of Company or such third-party which may own the Marks.

**2. Supplier Information and Compliance.**

- 2.1. Supplier represents and warrants that all information submitted to the Portal, if any, is accurate, complete and legally binding without any qualification, and that Supplier has all rights to submit Supplier information to the Portal. Company is not responsible for errors caused by Supplier's data entry errors in the Portal.
- 2.2. Supplier grants Company a limited right to use the Supplier data submitted to the Portal for paying Supplier invoices.
- 2.3. Supplier agrees to comply with all applicable laws, statutes, ordinances and regulations ("Laws") regarding use of the Portal.
- 2.4. Supplier may use **anonymous submission** to protect individuals' personal data ([info@supplier.com](mailto:info@supplier.com) or [admin@supplier.com](mailto:admin@supplier.com)) and is not required to submit any personal information in order to use to the Portal. If Supplier elects to disclose any personal information, then Supplier will implement technical and organizational measures necessary to meet requirements under applicable Laws, including but not limited to data privacy and protection Laws and to reasonably protect Supplier data. Supplier agrees that it has collected and shall use, maintain, protect, and handle all Supplier data in compliance with all applicable data privacy and protection Laws.

**3. Warranty and Disclaimer.** Each party represents and warrants that it shall take commercially reasonable efforts to ensure that the information provided to the Portal shall be free of any virus, Trojan Horse, cancel bot, time bombs or other devices intended to disable or to erase, damage or corrupt software, hardware or data. SUPPLIER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE PORTAL AND THE PORTAL MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY MATTER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT ARE DISCLAIMED. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT AGAINST THE LOSS OF DATA OR THAT THE PORTAL WILL BE UNINTERRUPTED, FREE FROM ERRORS OR DEFECTS, OR PROVIDED WITHOUT DELAY, OR THAT ERRORS OR DEFECTS ARE CAPABLE OF BEING CORRECTED.

**4. Limitation of Liability.** THE TOTAL LIABILITY OF COMPANY TO SUPPLIER IN RESPECT OF ALL CLAIMS UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE LESSER OF (I) THE AMOUNT OF THE APPLICABLE INVOICE(S) OR (II) ONE HUNDRED US DOLLARS (US \$100). IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR LOSS OR INACCURACY OF ANY DATA, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR A THIRD PARTY RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE THE PORTAL OR PORTAL MATERIALS, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE.

**5. Data Transfers.** Company may store Supplier data in the US or transfer Supplier data to another country. By accessing the Portal, Supplier consents to the storage or transfer of the Supplier data.

**6. Term and Termination.**

- 6.1. This Agreement is entered into for an indefinite period of time and may be terminated by either party at any time upon notice to the other party.
- 6.2. Company may deactivate Supplier's access credentials and/or suspend access to the Portal or a portion thereof at any time, if Company reasonably determines that the continued use of the Portal may result in harm to the Portal, Company's intellectual property rights, or the rights of third-parties, or if Supplier has breached this Agreement.
- 6.3. If Supplier is dissatisfied with any portion of the Portal, Supplier's sole and exclusive remedy is to cease using the Portal and to contact the relevant Company accounts payable department.

**7. Administrative.**

- 7.1. Supplier shall indemnify and hold Company harmless from and against any claims and resulting damages or losses resulting from Supplier's negligence, violation of applicable Law, or breach of this Agreement.

- 7.2.** Supplier shall keep all User names and passwords confidential. Each party will notify the other party promptly upon learning of any unauthorized use or disclosure of Supplier's User names or passwords.
- 7.3.** This Agreement constitutes the complete and exclusive agreement between Company and Supplier with respect to Supplier's use of the Portal and the subject matter hereof.
- 7.4.** Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement.
- 7.5.** Company may, at its sole discretion, update, modify, change, add or remove terms and conditions of this Agreement at any time and will post any updated terms and conditions to the Portal, which will constitute notice to Supplier. Company may also change, terminate, suspend or discontinue any aspect of the Portal with or without notice. Supplier's continued use of the Portal following the posting of any changes constitutes Supplier's agreement to be bound by such terms and conditions.
- 7.6.** If any terms of this Agreement are held to be invalid, unenforceable or illegal for any reason, the remaining terms shall nevertheless continue in full force.
- 7.7.** This Agreement is governed by the laws of the Commonwealth of Massachusetts, USA without regard to conflict of laws principals. Supplier agrees to the exclusive jurisdiction of the courts of Boston, Massachusetts, USA. If suit is brought under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 7.8.** Upon the expiration or termination of this Agreement for any reason, all rights and obligations which by their nature should survive shall remain in full force and effect.
- 7.9.** Supplier may not assign or transfer this Agreement, including by operation of law. Company may assign or transfer this agreement to a subsidiary, affiliate, or in relation to any corporate sale or restructuring.
- 7.10.** This is the entire agreement between the parties and supersedes and cancels all previous agreements, discussions and proposals on this subject matter.
- 7.11.** Headings and section titles are for convenience only and shall not be considered in interpretation of this Agreement.
- 7.12.** Each party acknowledges that a breach by a party of the provisions of this Agreement may cause irreparable damage to the other party and that a remedy at law may be inadequate. Therefore, in addition to any other remedies, a party will be entitled to seek injunctive relief for any breach of this Agreement, without the necessity to prove actual damages or post any bond.