

## DuPont Electronic Access Agreement (DEAA)

This DuPont Electronic Access Agreement ("**Agreement**") is made as of the date set forth below (the "**Effective Date**") between DUPONT SPECIALTY PRODUCTS USA, LLC or its undersigned affiliate ("**DuPont**") and the undersigned company and its affiliates, agents, or subcontractors ("**Accessing Party**"). The parties hereto hereby agree as follows:

1. **Scope.** DuPont grants access to, and use of, the DuPont and DuPont affiliate networks, computer systems, software and/or data ("Systems") as specifically authorized by DuPont or a DuPont affiliate, in writing. DuPont and DuPont affiliates reserve the right to add to, delete from, or otherwise modify this authorization by electronic notice to Accessing Party. Accessing Party will not attempt to access or use any System except as specifically authorized and will cease any attempts to access System to the extent that any authorization to access has been terminated.

2. **Access.** This grant of access is to Accessing Party employees, agents, or subcontractors ("Users") only. The Accessing Party shall be liable for the actions or omissions of Users in using Systems. Users will use Systems only for legitimate business purposes in furtherance of Accessing Party's business relationship with DuPont or its affiliates and for no other purpose. Users access to Systems as well as utilization of access codes, passwords and access procedures, may be denied, changed or terminated, at any time, at the sole discretion of DuPont, without cause or liability to Accessing Party or Users.

3. **Information Security.** Accessing Party agrees: (a) that the issuing, retention, and continuing use of accounts and SecurID tokens (or equivalent) by Accessing Party or Users are at the sole discretion of DuPont; (b) to return the SecurID tokens (or equivalent) issued to Users upon the request of DuPont; (c) to follow then current DuPont DISO policies, standards or procedures for information security; and (d) to prevent improper access to Systems or applications on Systems by Users. DuPont reserves the right to change its information security policies, standards or procedures at any time.

4. **Personal Identification Information.** With respect to any data that are contained in Systems and that identify or can be used to identify an individual ("Personal Identification Information"), Accessing Party will: (a) use Personal Identification Information only as instructed and permitted by DuPont, in compliance with all applicable laws, and will not use Personal Identification Information for any other purpose; (b) maintain appropriate physical, technical, and administrative safeguards to protect Personal Identification Information against unauthorized access or disclosure, and unauthorized, unlawful, or accidental loss, destruction, acquisition, damage or other use; (c) maintain the confidentiality of Personal Identification Information during the term of this Agreement and for as long thereafter as Accessing Party has access to or possession of such information, and will not disclose or transfer Personal Identification Information to, or allow access by, any third party without DuPont's express prior written agreement; (d) encrypt all records and files containing Personal Identification Information, which is considered Special Personal Information, (that Accessing Party transmits or sends wirelessly or across public networks, stores on laptops or storage media, and stores on portable devices, where technically feasible; Special Personal Information means any of the following types of Personal Information: (i) social security number, taxpayer identification number, passport number, driver's license number or other government-issued identification number; or (ii) credit or debit card details or financial account number, with or without any code or password that would permit access to the account; credit history or (iii) information on race, religion, ethnicity, sexual orientation, medical or health information, genetic or biometric information, political or philosophical beliefs, trade union membership, background check information, judicial data such as criminal records or information on other judicial or administrative proceedings; and (e) return, archive, or destroy Personal Identification Information in its possession, in accordance with DuPont's instructions, upon termination or expiration of this Agreement.

5. **Term.** This DEAA Agreement is valid until terminated by either Party, at any time, without cause, fifteen (15) days after receipt of written notice thereof. Any breach of this Agreement by either Party will entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, Accessing Party will cease and will ensure that Users will cease all attempts to access Systems. Termination or expiration of this Agreement will not relieve Accessing Party of its obligation to hold Confidential Information as confidential.

6. **Confidentiality.** Except to the extent that the parties have entered into a separate confidentiality agreement addressing any technical and business information (including Personal Identification Information) which is made available to Users in connection with this Agreement, such information is regarded by DuPont as confidential except for any such information (other than Personal Identification Information) which was previously known to Accessing Party as shown by its prior written records, or is publicly disclosed through no fault of Accessing Party ("Confidential Information"). Accessing Party and Users will keep confidential and not disclose any Confidential Information to any third party. **Except for Personal Identification Information which shall remain confidential by Accessing Party in accordance with Article 4(c)**, Accessing Party's obligation of confidentiality will continue for the term of this Agreement and for ten (10) years thereafter"

7. **Laws and Export Controls.** Accessing Party will abide by all applicable laws, statutes, rules, ordinances and regulations including export control laws and regulations. This Agreement will be governed by the laws of the State of Delaware and the courts within Delaware will be the only courts of competent jurisdiction. Any Personal Identification Information provided to DuPont will be used to provide access to Systems. By executing this Agreement, Accessing Party agrees that DuPont may use such information and may transfer such information to DuPont affiliates and third party contractors and warrants that Accessing Party has provided notice and secured consent from Accessing Party's employees and sub-contractors for such use. Furthermore, Accessing Party agrees to comply with the export control laws and regulations of the United States, including but not limited to, the Export Administration Regulations (15 C.F.R. 730 et. seq.) ("EAR"), the International Traffic in Arms Regulations (22 C.F.R. 120 et. seq.) ("ITAR"), the regulations and orders administered by the Department of Treasury Office of Foreign Assets Control ("OFAC") and all associated Executive Orders and public guidance issued by those government agencies; as well as the related export controls of other subject jurisdictional countries (the "**Export Control Laws**"). Prior to exporting or re-exporting (or requesting that DuPont export) any technology, material or technical data necessary and specific to the production or development of export-controlled materials, items or equipment from the United States, Accessing Party shall promptly (with cooperation and assistance from DuPont): (1) identify and notify DuPont of the Export Control Laws applicable to such technical data, materials, or equipment, (2) Cooperate with and assist DuPont in obtaining any necessary licenses, consents, authorizations or approvals for the export or transfer of such technical data, materials or equipment; and (3) provide any documents requested by DuPont to demonstrate compliance with the Export Control Laws. In addition, Accessing Party shall not access any DuPont Data from a country embargoed by the United States or allow transfer technical data, materials or equipment to nationals of embargoed countries.

8. **Warranties & Limitations of Liability.** DUPONT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR AGAINST INFRINGEMENT, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SYSTEM BY ACCESSING PARTY OR USERS. DUPONT WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT. Any loss or damage occurring to Accessing Party or Users arising from the use of Systems will be the sole responsibility of Accessing Party or Users. Without limiting the foregoing, DuPont will not be liable to Accessing Party or Users: for any loss or corruption of Accessing Party data stored in or transmitted through Systems; for any incorrect results obtained by using Systems; for any interruption of access or use of Systems for whatever reason; for access of any Accessing Party data by third parties; or for toll fraud in accessing, using, or egressing Systems.

9. **Ownership & Use.** Except for information or data inputted into Systems by Accessing Party ("Accessing Party Information") or assigned or reserved by Accessing Party in, all information, including data, created or contained in Systems, including messages, is the property of DuPont or one or more third parties ("Information"). Accessing Party hereby assigns to DuPont, to the extent it has the right so to do, all of its right, title, and interest in and to Information created on Systems. Except as otherwise required by law, DuPont hereby grants to Accessing Party a non-exclusive, perpetual, royalty free license to use such Information for legitimate business purposes in furtherance of Accessing Party's business relationship with DuPont or its affiliates and for no other purpose. Except as otherwise required by law, Accessing Party hereby grants to DuPont a non-exclusive, perpetual, royalty free license to use Accessing Party Information for legitimate business purposes in furtherance of Accessing Party's business relationship with DuPont or its affiliates and for no other purpose.

10. **Indemnity.** Accessing Party shall, to the extent permitted by law, indemnify, defend, and hold DuPont safe and harmless from and against all third party or Users claims, liabilities (including reasonable attorney fees), damages, copyright infringements, losses or expenses, to the extent arising out of any negligence, willful misconduct, breach of contract or violations of law by Accessing Party or Users in the performance of this Agreement.

11. **Viruses.** Accessing Party shall be liable for all damage to or loss of computer files or programs, disruption of use of all or any part of System or other DuPont computer systems, or other loss or damage to DuPont, which results in whole or in part, directly or indirectly, from Accessing Party introducing a computer virus or other code designed to destroy, corrupt, facilitate theft of data or software, or disable or lock software or Systems on DuPont computer systems or networks. Accessing Party shall not be so liable to the extent that such computer virus or such other code was unintentionally introduced on DuPont computer systems or networks and Accessing Party has used reasonable care to detect and eliminate computer viruses using then-current industry standard security and anti-virus tools.

12. **Software.** In no event, will Users copy, download, modify, reverse engineer, decompile, disassemble, or create derivative works of DuPont software programs, or third party software programs licensed to DuPont.

13. **Internet Access.** Except to the extent access rights are expressly granted by DuPont to Accessing Party, in writing, neither Accessing Party nor any of its employees, agents, officers or directors not located at a DuPont owned or managed site will access or use the Internet through any DuPont gateway or other DuPont connection to the Internet. Such use by "on-site" Users will only be for legitimate business purposes. In no event, will Users represent that they have authority to bind, or to act for or on behalf of, DuPont or any DuPont affiliate unless DuPont has previously authorized them to do so in writing. Users will not use such DuPont connection in violation of any law, statute, regulation, rule or ordinance of any government entity, domestic or foreign, and will not use such DuPont connection in a way that will subject DuPont to any criminal or civil liability.

14. **Assignment.** This Agreement may not be assigned by the Accessing Party without the prior written consent of DuPont, which may be withheld by DuPont in its sole judgment.

15. **Independent Contractor.** Nothing in this Agreement will be construed to constitute Accessing Party or any of its employees as an employee, agent, joint venturer or partner of DuPont.

16. **Criminal Background Checks.** To the extent permitted by applicable law, and in accordance with the document , [http://www.dupont.com/content/dam/dupont/general/suppliers/supplier-center/documents/Legal/DuPont\\_US\\_Supplier\\_Criminal\\_Background\\_Investigation\\_Requirements-20170109.pdf](http://www.dupont.com/content/dam/dupont/general/suppliers/supplier-center/documents/Legal/DuPont_US_Supplier_Criminal_Background_Investigation_Requirements-20170109.pdf) , Accessing Party shall ensure (and certify upon request by DuPont) that a criminal background check of each Accessing Party employee, agent, and subcontractor accessing the DuPont network has determined that each such individual (i) has not been convicted of any felony or misdemeanor crime (or similar crimes in a non-U.S. jurisdiction) during the previous seven (7) years and (ii) does not have any known criminal convictions that occurred prior to such seven (7) year period.

17. **Entirety** This Agreement embodies the entire understanding between DuPont and Accessing Party and there are no contracts, agreements, understandings, conditions, warranties, representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. **The terms of this Agreement are applicable only to access and use of DuPont Systems residing behind DuPont firewalls. All purchases, sales or other transactions are governed by and subject to their respective terms and conditions and not by the terms of this Agreement.**

18. **Acceptance.** Providing User with electronic access to the System by DuPont, shall be deemed acceptance of the Agreement by DuPont.

**Signature Section**

**Accessing Party Organization Name (printed):** \_\_\_\_\_  
(Legal Company Name)

**Accessing Party Organization Address (printed)** \_\_\_\_\_

**Accepted by (printed):** \_\_\_\_\_  
(Accessing Party Authorized Approver)

\_\_\_\_\_  
Signature

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Date:** \_\_\_\_\_