**Dematic Supplier Portal License Agreement**

This Dematic Supplier Portal License Agreement (this “***Agreement***”), is made effective as of (the “***Effective Date***”), by and between , a , with offices located at (“***Licensee***”), and Dematic Corp., a Delaware corporation, with offices located at 507 Plymouth Avenue NE, Grand Rapids, Michigan 49505 (“***Dematic***” or “***Licensor***”).

**WHEREAS**, this Agreement sets forth the terms and conditions pursuant to which Licensee is authorized to allow its Authorized End Users to access and use the Portal (defined below).

**NOW THEREFORE**, in consideration of the foregoing premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. DEFINITIONS**

* 1. “***Authorized End Users***” shall mean, collectively, any individual employees or contractors of Licensee that access and use the Portal on behalf of Licensee.
	2. “***End User License Agreement***” shall mean the Dematic Supplier Portal End User License Agreement that each Authorized End User must accept prior to accessing or using the Portal.
	3. “***Licensee Data***” shall mean any documents, drawings, pictures, videos, data or other information entered or uploaded into the Portal or otherwise transmitted through the Portal by Licensee and its Authorized End Users. Licensee Data does not include any personal data or personal information related to Licensee and/or its Authorized End Users, which shall be governed by the terms of Section 5 below.
	4. “***Portal***” shall mean the Dematic Supplier Portal made available via Internet access and includes any associated documentation, software, media and Portal Materials (as such term is defined below), and any upgrades, enhancements, updates, releases and modifications thereto.

**2. GENERAL**

2.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan without regard to its conflicts-of-law principles or the United Nations Convention on Contracts for the International Sale of Goods. In any dispute hereunder, the same shall be tried by a judge, and the parties waive their rights to a jury trial. It is expressly agreed that exclusive jurisdiction for any disputes arising out of or in any way related to the use of the Portal or this Agreement shall be in the Kent County Circuit Court, Grand Rapids, Michigan.

2.2 This Agreement, the End User License Agreement and any other agreement entered into by Licensee and Dematic relating to the subject matter hereof, represent the entire understanding between the parties concerning the use of the Portal and integrate by its terms all previous agreements and understandings, oral or written, between the parties. This Agreement may not be amended or modified except in a writing duly executed by both parties.

2.3 If any of the provisions in this Agreement shall for any reason be declared or held invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

2.4 Dematic is not responsible for providing any equipment or communications services necessary to access and use the Portal through the Internet, or for any charges associated with such access or use.

**3. LICENSE**

3.1 Provided that the Authorized End Users and Licensee is and remain in compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, pursuant to the terms and conditions of this Agreement, a revocable, nonexclusive, nontransferable, single site, non-assignable license for use by each of its Authorized End Users to access and use the Portal on behalf of Licensee for Licensee’s internal business purposes and for the purpose of Licensee conducting business with Dematic, in object code only. No rights to source code whatsoever are being transferred.

3.2 Each Authorized End User’s right to access and use the Portal includes the limited right to access, view and display certain content, such as reports, videos, trainings, standards and other data, specifically made available to Licensee and its Authorized End Users by Licensor via the Portal (collectively, the “***Portal Materials***”). If Licensor’s authorized representative grants an Authorized End User express, written permission with respect to certain Portal Materials, such Authorized End User may make a reasonable number of copies of such Portal Materials solely for the purpose of Licensee conducting business with Dematic and solely for Licensee’s internal business use. In no event, shall Licensee or any Authorized End User grant access to or disclose the Portal Materials to any individual or entity outside of Licensee’s organization.

3.3 If requested by Licensor via the Portal, Licensee agrees that each Authorized End User shall acknolwedge receipt of the Portal Materials and respond to any requests and/or notifications sent by Licensor via the Portal. By accessing and/or downloading the Portal Materials, Licensee and each Authorized End User agrees that Licensee and such Authorized End User has receieved and reviewed the Portal Materials. Unless otherwise agreed to by the parties in a separate agreement or writing, Licensee accepts and agrees to implement any standards and regulations set forth in the Portal Materials.

3.4 No title to or ownership of the Portal is transferred to the Licensee or any Authorized End User. Licensee acknowledges and agrees that the Portal, including, without limitation, the related software and technology, related documentation, tools and Portal Materials and any releases, updates, modifications, upgrades and enhancements thereto, shall remain the sole and exclusive property of Licensor, and that the Licensor retains all right, title and interest in and to such items, including, but not limited to, all rights under copyright, patent, trademark, trade secret and other intellectual property laws.

3.5 No rights or licenses to the Portal, other than those granted in this section, are granted, whether expressly, by implication, or estoppel, or otherwise.

3.6 Licensee agrees that the Portal shall only be accessed and used by Licensee and its Authorized End Users for the sole purpose of Licensee conducting business with Dematic.If an Authorized End User no longer meets the requirements of an Authorized End User (e.g., the individual is no longer an employee of Licensee), Licensee shall immediately notify the “Dematic Supplier Portal Administrator” via email at the email address set forth in Section 15.4 below and send a follow-up, written notification by mail to Dematic in accordance with Section 15.4 (“**Notices**”). Under no circumstances shall Licensee (i) permit any other person or entity, other than an Authorized End User, to access or use the Portal, or (ii) use the Portal for any other purpose than for Licensee conducting business with Dematic. Licensee is and shall be responsible for all acts and omissions of its Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Licensee, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Licensee.

3.7 Licensee agrees that each of the terms and conditions of this Section 3 are material and that failure of Licensee to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement immediately. The presence of this Subsection 3.7 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either Party.

3.8 Licensee’s feedback on the Portal is welcomed, but Licensee agrees that (i) by submitting unsolicited ideas to Licensor, Licensee automatically forfeits its right to any intellectual property rights in those ideas; and (ii) unsolicited ideas submitted to Licensor or any of our employees or representatives automatically become the property of Licensor.

3.9 Licensor hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including, but not limited to, Licensor’s right to license the Portal to any third party. Licensee further acknowledges and agrees that Licensor retains the right to use and modify the Portal for any purpose in Licensor’s sole discretion.

**4. LICENSEE DATA; PERMISSIONS AND LICENSE GRANTED BY USER TO DEMATIC**

4.1 By accessing and/or using this Portal, Licensee acknowledges and agrees that any Licensee Data entered, uploaded or transmitted by Licensee or an Authorized End User to Dematic may be stored in any manner that Dematic deems fits and may be used by Dematic, its affiliates, licensors and designated agents for any purpose it deems fit, including but not limited to provide the Portal and its related services, quality control, conducting business and/or product development.

4.2 Licensee expressly grants to Dematic a perpetual, irrevocable, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to access, use, copy, modify and reproduce any Licensee Data that Licensee and its Authorized End Users provide and/or create derivative works of the same, unless otherwise expressly agreed to by Dematic in writing.

4.3 Licensee agrees that it shall be solely responsible and liable for: (i) the content of the Licensee Data; (ii) entering Licensee Data into the Portal and uploading Licensee Data into the Portal; (iii) all activities that occur under Licensee’s and its Authorized End Users’ accounts; and (iv) acquiring any and all permissions, rights and/or authorizations necessary for use by Licensee, its Authorized End Users and Dematic of the Licensee Data as contemplated by this Agreement. Licensee agrees that all information Licensee and its Authorized End Users enter into the Portal shall be accurate, truthful and not misleading. Licensee agrees to notify Licensor immediately in writing (email is sufficient) if the information provided becomes or is discovered to be inaccurate, untruthful or misleading.

4.4 Licensee agrees that it, and its Authorized End Users, have collected and shall maintain and handle all Licensee Data in compliance with all applicable data privacy and protection laws, rules, and regulations. Further, Licensee is solely responsible for determining the suitability of the Portal for Licensee’s business and for complying with any regulations, laws, or conventions applicable to the Licensee Data and Licensee’s use of the Portal. Licensee ensures that no legal requirements of Licensee prevent Licensor from fulfilling its contractual obligations under this Agreement in compliance with applicable law.

4.5 Licensee acknowledges that the license granted by Dematic to Licensee and its Authorized End Users may be surrendered by Licensee and its Authorized End Users at any time in writing by notifying Dematic Corp., Attn. “Dematic Supplier Portal Administrator,” Customer Service, 507 Plymouth Drive Ave. NE, Grand Rapids, MI 49505, with a copy to Dematic Corp., Attn. Legal Department, 507 Plymouth Drive Ave. NE, Grand Rapids, MI 49505. Surrender shall be effective upon receipt of the written notification by Dematic’s Legal Department. Dematic may revoke, terminate and/or suspend Licensee and its Authorized End Users’ license and/or access to the Portal at any time, for any reason, without notice.

**5. PRIVACY**

5.1 Licensee acknolwedges that Dematic collects, stores, uses and otherwise processes information, including personal, technical, analytical and related information, gathered periodically and automatically, as part of Licensee and its Authorized End Users’ use of the Portal. For example, Dematic collects each Authorized End User’s name, company name, email address, job position and phone number in order to provide such Authorized End User with access to and use of the Portal. Dematic also collects usage information, for example, information about the version of the Portal that the Licensee is using, when a user logs in and logs out, and the date and time of install, upgrade or uninstall. This information can also include information in or about the content any user provides, such as the location of a recording, message, or image or the date a message was created. With respect to any personal information/personal data Dematic processes under this Agreement and/or in relation to the Portal, the terms and conditions of Licensor’s Privacy Policy shall apply. Licensor’s Privacy Policy is located at: <http://www.dematic.com/en-us/legal/privacy-policy/>.

**6. CONFIDENTIALITY**

6.1 Licensee acknowledges that the Portal, including the Portal Materials, related software, related documentation and any new releases, updates, upgrades, modifications and/or enhancements thereto, comprise confidential know-how and confidential information of Licensor and may incorporate trade secrets which are the exclusive property of Licensor and/or Licensor’s other suppliers and/or Licensor’s other customers, and Licensee agrees to treat such items as the confidential and proprietary information of the Licensor. Licensee agrees that it shall hold such information in strict trust and shall not disclose such information to any third party except to its employees who require such information during the course of its participation of conducting business with Dematic. The obligations set forth in this section shall survive termination of this Agreement. Licensee shall be responsible for its employees, including its Authorized End Users’, compliance with this Section 6.1.

**7. NON-INFRINGEMENT**

7.1 Licensee represents and warrants that any information provided by Licensee and its Authorized End Users, including any Licensee Data and personal information/personal data, shall not infringe on or misappropriate any third-party intellectual property, proprietary or privacy rights and that Licensee and its Authorized End Users are authorized to share such information with Dematic and that such information shall be truthful, accurate and not misleading.

**8 RESTRICTIONS ON USE**

8.1 Licensee shall not assign, license, lease, or otherwise transfer its rights under this Agreement without the prior written authorization of Licensor. Licensee shall not authorize or permit access or use of the Portal by persons other than its Authorized End Users.

8.2 Licensee shall not sell, lease, assign, transfer, sublicense, disseminate, modify, translate, duplicate, reproduce or copy the Portal (or permit any of the foregoing) or any information contained therein or disclose the Portal or any information pertaining thereto to any other party without the prior written consent of the Licensor. Licensee shall not use the Portal in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party.

8.3 Licensee shall not decompile or reverse assemble the Portal or analyze or otherwise examine it for reverse engineering of the Portal or otherwise attempt to create or perceive the source code from the Portal. Licensee shall not use the Portal to develop or enhance other software products, or to make any derivative works of the Portal.

8.4 Licensee agrees to access and use the Portal only pursuant to the terms of this Agreement.

8.5 Licensee agrees that it will not make or have made any copies of any component of the Portal and Licensee shall not 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.

8.6 Licensee represents and warrants that its Authorized End Users shall access and use the Portal at their place of employment and that Licensee and its Authorized End Users have all rights, authorizations and permissions necessary with respect to any Licensee Data and personal data that is shared with Dematic and/or transmitted, entered and/or uploaded to the Portal. Licensee represents and warrants that it shall maintain the confidentiality of any user ID and password that Licensee and its Authorized End Users have to access the Portal.

8.7 Licensee shall not, and shall not permit others to, remove or alter any trademark, trade name, product name, logo, copyright or other proprietary notices, legends, symbols and/or labels in or on the Portal. This Agreement does not authorize Licensee to use Dematic’s name or any of its trademarks, or Dematic’s product or Portal names.

8.8 Licensee shall undertake all measures necessary to ensure that its Authorized End Users’ use of the Portal complies in all respects with the terms and conditions of this Agreement and all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the parties.

**9. PREREQUISITE SOFTWARE**

9.1 The Portal includes or is distributed with certain third party software ("Third Party Software”). From time to time, upgrades or releases may include additional Third Party Software. Any additional license terms applicable to Licensee's use of such Third Party Software will be provided with any such upgrades and/or releases. Licensor’s obligation for Third Party Software shall be limited to conveying and transferring to Licensee, to the extent possible, the license, interest, rights and/or warranties which Licensor has obtained, if any, from the Third Party Software manufacturer.

9.2 Licensee agrees to abide by the terms of licenses to programs and software developed by third parties and supplied by Licensor upon which Licensor’s Portal is dependent for operation and use.

**10. WARRANTY DISCLAIMER**

10.1 LICENSOR DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE PORTAL WILL BE ERROR FREE, BUG-FREE, VIRUS-FREE OR THAT ALL ERRORS WILL BE CORRECTED. LICENSOR IS PROVIDING THE PORTAL AND SERVICES HEREUNDER ON AN “AS IS” BASIS AND to the fullest extent PERMITTED under applicable law, LICENSOR expressly disclaims all warranties of any kind or nature, and MAKES NO WARRANTIES, REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, SYSTEM INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS, WHETHER LATENT OR PATENT . NO WARRANTY IS MADE BY DEMATIC ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.

**11. EXCLUSIONS OF REMEDIES; LIMITATION OF LIABILITY**

11.1 Licensor shall not be liable for, and Licensee hereby assumes the risk of and shall indemnify, defend and hold harmless Licensor and its directors, officers, employees, agents and representatives from and against any claim, injury, loss, damage, or expense (including attorney’s fees), either direct or indirect, whether incurred, made or suffered by Licensee or any third party, in connection with or in any way arising out of the furnishing, performance, access to or use of the Portal and/or any Licensee Data.

11.2 IN NO EVENT WHATSOEVER SHALL LICENSOR BE LIABLE TO LICENSEE OR TO THIRD PARTIES FOR ANY CLAIM, INJURY, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY’S FEES) CAUSED, IN WHOLE OR IN PART, BY THE ACCESS TO OR USE OF THE PORTAL OR FOR ANY LOST OR DAMAGED DATA, LOST REVENUES, LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR OTHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCURRED BY ANY PERSON, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

11.3 LICENSEE’S AND ITS AUTHORIZED END USERS’ sole remedy for any claims in connection with this AGREEMENT is to discontinue using the PORTAL.

**12. TERM AND TERMINATION**

12.1 This Agreement is effective as of the Effective Date and shall continue until terminated in accordance with the terms of this Agreement.

12.2 Licensor may terminate this Agreement immediately upon written notice if Licensee or any of its Authorized End Users fail to comply with any of the terms and conditions of this Agreement or of the End User License Agreement or immediately in the event that Licensee no longer participates in the Portal and/or ceases to conduct business with Dematic.

12.3 Any termination of this Agreement shall terminate the license from Licensor granted hereunder and shall terminate any End User License Agreement in effect. Upon termination of this Agreement, Licensee and its Authorized End Users shall immediately cease using the Portal and shall delete the Portal, including any documentation related to the Portal, from any device on which it is installed, stored or accessed, including, without limitation, any mobile device. Licensee shall certify such action in writing to Licensor within one (1) month of the termination date.

1. **13. GOVERNMENT RIGHTS.**
2. 13.1 The Portal shall be deemed “commercial computer software” and “commercial computer software documentation” pursuant to DFAR Section 227.7202 and FAR Section 12.212 (and any successor sections). The use of the Portal including, but not limited to, its reproduction and display, by the United States of America and/or any of its instrumentalities, regardless of form (collectively “Government”), shall be governed by this Agreement. Under no circumstance shall Licensor be obligated to comply with any government requirements regarding cost or pricing data or cost accounting requirements. For any Licensee use of the Portal that would require compliance by Licensor with Government requirements or in any manner affect Licensor’s rights in the Portal, Licensee must notify Licensor of such Government requirements and obtain a waiver or exemption from such requirements for the benefit of Licensor before any Government access to the Portal.
3. **14. EXPORT CONTROLS.**

14.1 Licensee shall comply with all applicable laws in its storage, processing or use of the Portal.  These include, but are not limited to, the following: (i) anti-corruption and anti-bribery laws and regulations, including the U.S. Foreign Corrupt Practices Act; (ii) all applicable export laws and regulations, including all U.S. export laws or regulations; Licensee may not export or allow the export or re-export of the Portal in violation of any such laws, restrictions or regulations; (iii) all applicable anti-money laundering laws; (iv) all applicable privacy and data protection laws; (v) all applicable anti-trust and fair completion laws; and (vi) all laws prohibiting any form of fraud.

1. **15. MISCELLANEOUS**
2. 15.1 The failure of Licensor to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
3. 15.2 Licensee may not assign its rights under this Agreement without the prior written consent of Licensor. Any such assignment in violation of this provision shall be void and of no effect. Dematic may freely assign this Agreement, without Licensee’s consent, to any third party, including, without limitation, any of its affiliates. This Agreement shall be binding on and inure to the benefit of Licensee, its successors, permitted assigns and legal representatives. Sections 1, 2, 3.3-3.9, 4.1-4.4, 5 through 15, inclusive, shall survive termination or expiration of this Agreement for any reason.

15.3 Licensee acknowledges that remedies at law may be inadequate to provide Licensor with full compensation in the event of any material breach of the Agreement by the Licensee, and that Licensor shall therefore be entitled to injunctive relief in the event of any material breach.

15.4 Any notices, requests, demands or other communication required or permitted under this Agreement shall be given or sent in writing and shall be given or sent to the party to be notified at its respective address set forth below either: (i) hand delivered and thereby deemed given on that day, (ii) mailed by certified mail, return receipt requested, postage prepaid, and thereby given on the fifth business (5th) day following the day of posting, (iii) by recognized overnight carrier service (e.g., Federal Express) and thereby deemed to be given on the third (3rd) business day following dispatch, or (iv) sent by electronic transmission with delivery receipt requested (e.g., email) and thereby deemed to be given on the day following such transmission. Notwithstanding the foregoing, notices pursuant to Sections 6 (“**Confidentiality**”), 11 (“**Exclusions of Remedies; Limitation of Liability**”) and 12 (“**Term and Termination**”) shall not be effective if delivered by email.

If to Dematic: Attn: Dematic Supplier Portal Administrator

507 Plymouth Avenue NE,

Grand Rapids, Michigan 49505

Email address: <<supplierportal.azure@dematic0.onmicrosoft.com>

With a hard copy to: Attn: General Counsel

507 Plymouth Avenue NE,

Grand Rapids, Michigan 49505

If to Licensee:

 Email address:

15.5 The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby.

15.6 Signatures sent by electronic means (facsimile or scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.

 **IN WITNESS WHEREOF**, the parties have caused their authorized representatives to execute this Dematic Supplier Portal License Agreement as of the Effective Date.

**DEmatic Corp.**  **(Licensee)**

By: By:

Signature Signature

Printed Name Printed Name

Title Title

Date Date