



CONDITIONS OF ACCESS AND USE OF THE RENAULT SUPPLIERS

PORTAL

(05/11/2018 Edition)

<b>Supplier Company Name (“Supplier”):</b>	
<b>RENAULT /NISSAN Supplier Account Number:</b>	

**1. Purpose**

The purpose of these Supplier’s Portal Conditions of Access and Use (hereinafter named as the “CAU”) is to define the general legal and technical conditions pursuant to which a Supplier shall use the secured area of the RENAULT Supplier’s Portal (hereinafter named as the “Portal”).

The Portal is an online portal developed and managed by RENAULT s.a.s., a Société par actions simplifiée, incorporated and existing under the laws of France, with capital of 533 941 113, 00 euros, registered on the Trade & Companies Register of Nanterre under number 780 129 987, which the registered office is located 122-122 bis Avenue du Général Leclerc, 92100 Boulogne-Billancourt - France (hereinafter “RENAULT”). RENAULT and the NISSAN group (hereinafter “NISSAN”) are together referred to as the “ALLIANCE”.

A « Supplier » whose access to the Portal is authorized by RENAULT, can either be:

1. a RENAULT Supplier;
2. a NISSAN Supplier;
3. a prospective Supplier from RENAULT and/or NISSAN ;
4. or any other Supplier to which access is authorized by RENAULT.

RENAULT and the Supplier are hereinafter collectively referred to as the “Parties” and individually as the “Party”.

Through the Portal, RENAULT provides a web-based online and database free service to allow the Supplier (i) access to ALLIANCE data, data bases, information, web sites, information systems, software, etc.; (ii) to share information with the ALLIANCE for the performance of its work for RENAULT and/or NISSAN (collectively, the “Services”); and (iii) for optimization of relationship between the ALLIANCE and the Supplier, all in accordance with the terms and conditions set forth in the CAU

All information related, but not limited to documents, processes, formulae, technology, trade secrets, inventions, drawings designs, software, data, know-how, etc. made available between t h e A L L I A N C E and the Supplier through the Portal (respectively the “ALLIANCE Content” and the “the Supplier’s Content” and collectively the “Content”) shall be used by each Party for its internal use and only as expressly agreed between the Parties.

The access of the Portal and the use of the Services by the Supplier are submitted to the acceptance of the CAU and the documents, listed below, which are incorporated herein by reference. The CAU and these documents, which are posted on the Portal, reflect the entire agreement of the Parties concerning the subject matter hereof:

1. The Administration Rules,
2. Conditions of Access and Availability and the Security of the Portal (“CAAS”),
3. “Charter on proper use of RENAULT computer, communication and data resources” (1st July, 2001).

**2. Conditions of access to the Portal**

The Supplier may access and use the Portal for the Supplier’s own benefit solely through the Supplier’s Authorized Users.

An “Authorized User” is a Supplier’s employee who is authorized by the Supplier to have access to and use the Portal on behalf of the Supplier under the terms and conditions of the CAU and is issued a unique password and user identification (“Password and User ID”) by the Administrator. The Supplier may have one or more Authorized Users and must have one Supplier’s Administrator.

An “Authorized User” can also be a computer robot such as an agent programmed to retrieve information on the Portal in a repetitive manner or to send alerts to the Supplier in case new information or data is published. In this case, Supplier shall declare this robot or agent as such to RENAULT, according to the procedure indicated on the Portal, including the personal data of the physical person responsible for the authorized use of this robot or agent. Such a use shall only be authorized in order to perform automatically tasks that could normally be performed by a physical person authorized to access the Portal. RENAULT formally forbids any use by the Supplier of computer robots or agents in order to perform tasks that are not accessible through the Portal’s or its applications’ standard graphic interface.

A “Supplier’s Administrator” is an Authorized User who is the Supplier’s agent in authorizing the Supplier’s Authorized Users to access the Portal, as well as controlling additions and replacements of Authorized Users, as described in Administration Rules. The Supplier may appoint a substitute to stand in for the Administrator in case the Supplier’s Administrator is unavailable.

The Supplier’s Administrator authorized to update the data (addition of an Authorized User, suspension of an Authorized User, change in an Authorized User’s data, access requirement to a service) in the RENAULT Suppliers Directory (“ARCA”), should get a strong authentication equipment (“single usage password generator”) and RENAULT will grant the Supplier a Supplier’s Administrator Identification Number (“Identification Number”) which will enable the Supplier to manage Authorized User access to the Suppliers Portal. By using the (“Identification Number” / “Single Usage Password”), the Supplier’s Administrator will be able to generate “User Identification Numbers”/“User ID” and “Passwords” for Authorized Users to access the Portal services.

The Supplier's Administrator not enabled to update the above defined data in ARCA will be granted a read only access to ARCA and will manually update the data by sending update requests to RENAULT Central Administration. RENAULT will in turn send the Supplier's Administrator an Administrator Identification Number and a Personal Password allowing the Supplier Administrator to manage access to the Portal by the Supplier.

In no event shall any Supplier or any Authorized User access and use the Portal by using the Password / U s e r ID of another Supplier or Authorized User.

An Authorized User's right to access the Portal on behalf of the Supplier shall terminate immediately upon termination of the CAU or upon the Supplier's termination of that Authorized User's authorization to access the Portal. The Supplier shall immediately take all steps necessary to effect the termination of such access.

The Supplier shall be responsible to ensure that each of its Authorized Users (including the S u p l i e r ' s Administrator) shall (a) be responsible for the security and/or use of his or her Password and User ID, (b) not disclose such Password and User ID to any third party, (c) not permit any other person or entity to use his or her Password and User ID, and (d) use the Portal only in accordance with the CAU.

The Supplier shall also be responsible for advising each of its Authorized Users of his or her obligations under the CAU.

The Supplier and its Authorized Users remain responsible for Password and User ID (Administrator Logons for the Supplier's Administrator). The Supplier and its Authorized Users shall take all necessary precautions to preserve the secrecy of Passwords and User IDs and Administrator Logons and also to preserve the use of the Portal by of other Suppliers and the security of the Portal in accordance with these CAU. The Supplier and its Authorized Users shall inform immediately RENAULT in case of loss or fraudulent use of their Passwords or User IDs or Administrator Logons.

The Supplier shall be solely and exclusively responsible and liable for any use or access of the Portal by any person or entity gaining access to the Portal through the use of the Supplier's and Authorized Users Passwords and User IDs, including, without limitation, any direct or indirect use of, or access to, the Portal. Neither RENAULT nor NISSAN shall have any responsibility for managing, monitoring, and/or overseeing the use of the Portal by the Supplier or its Authorized Users.

The use of the Password and User ID assigned b y R E N A U L T to any Authorized User shall be deemed to constitute the acts of such Authorized User, and RENAULT and NISSAN shall be entitled to rely upon the instructions and assent without any obligation to otherwise verify the identity of any person who gains access to the Portal by means of such Password and User ID.

The Supplier is solely responsible for obtaining, at its own cost and expense, the requisite hardware, software and telecommunications services, necessary to access the Portal and use the Services. Technical requirements for such access to the Portal and use are available upon request or posted on the Portal.

### **3. Confidentiality – Intellectual and/or Property Rights**

Each Party undertakes to keep strictly confidential and not to disclose or pass on to any third party, by any means during the term of these CAU, the Content as provided by the other Party (hereinafter referred to as the "Disclosing Party") or to which it will have access in connection within the use of the Portal or the Services (hereinafter referred to as the "Confidential Information"). The confidentiality shall remain in full force and effect for a period of 5 (five) years starting from the termination of the CAU.

The Receiving Party shall take all necessary measures to preserve the confidential nature of the Confidential Information, being understood that these measures may not be less than those taken by the Receiving Party to protect its own Confidential Information.

The Receiving Party undertakes to disclose the Confidential Information of the Disclosing Party only to those of its employees and/or Affiliates' employees who are required on a need-to know basis to have such information in order to use the Portal and the Services. The Receiving Party undertakes to make all provisions to ensure that its employees and/or Affiliates' employees handle the aforesaid Confidential Information in conformity with the requirements for confidentiality and use set out in these CAU. The Receiving Party shall endeavor not to disclose the Confidential Information of the Disclosing Party to its Affiliates that are direct competitors to the Disclosing Party.

The above provisions shall not apply to any Confidential Information in respect of which the Receiving Party shall be able to prove that (a) the Receiving Party possessed it prior to the date on which it was supplied by the Disclosing Party; or (b) this Confidential Information was in the public domain prior to the date on which it was supplied by the Disclosing Party, or that it subsequently entered the public domain in such a way that no blame may be attached to the Receiving Party; or (c) the Receiving Party received the Confidential Information from a third party authorized to disclose it without any obligation of secrecy being involved, or (d) the Receiving Party has independently developed it from the Portal and from the use of the Services as well as any order or any agreement executed by the Disclosing Party.

Under this Article, the term "Affiliates" shall mean with respect to RENAULT or the Supplier, any other entity which directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with RENAULT or the Supplier. Control for this purpose shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity. For RENAULT the term "Affiliates shall mean as well NISSAN MOTOR Corp. Ltd., and RENAULT NISSAN PURCHASING ORGANIZATION ("RNPO"). For the purpose of this section, RENAULT's service providers operating for the development and the use of the Portal and the Services shall also be considered as Affiliates.

RENAULT or its Affiliates shall remain the sole and exclusive owner of all intellectual and industrial property rights contained within and/or used through the Portal, including but not limited to patents, copyrights, designs, trademarks, know how related to the Portal and the Services as well as RENAULT's Content. Except as expressly agreed between the Parties, all intellectual and/or industrial property rights related to the Supplier's Content shall remain its property.

Except as provided in this CAU, the Receiving Party shall not use, or copy or disclose to any third party, by any means, (a) the intellectual and industrial property rights of the Disclosing Party or (b) the Confidential Information or any and all intellectual and/or industrial property rights related to the Confidential Information of the Disclosing Party.

Except as expressly agreed between the Parties, the Receiving Party agrees that nothing in these CAU shall be construed as granting or conferring any rights by license or otherwise, expressly, implied, or otherwise, on the Disclosing Party's intellectual and/or industrial property rights or Confidential Information.

#### **4. Warranties, responsibilities and limitations of responsibilities**

##### **4.1. The Supplier**

The Supplier has the authority to enter into the CAU and to perform its obligations hereunder. The Supplier and its Authorized Users, during the term of the CAU, shall be and continue to be in compliance with the CAU, all rules governing usage of the Portal and the Services, and all internal and international laws and regulations applicable to the Supplier's activities on, through or relating to the Portal.

In no way, the Supplier's Content shall (a) contain any viruses, etc., that may damage or interfere with the operations of the Portal, (b) be untrue, inaccurate or misleading, (c) misappropriate or infringe upon any third party's rights, (d) violate any applicable laws and regulations, (e) contain any harmful, defamatory, vulgar, obscene, sexually explicit, hateful, or racially or ethnically objectionable material of any kind, (f) be prejudicial to the ALLIANCE, RENAULT's or NISSAN's internal and external brand image, or (g) breach any provision of the CAU.

Within the frame of paragraph (a) above, the Supplier shall apply all protections needed, recognized as best practices and highest state of the art in the security and virus protection industry, in order to avoid any contamination (like virus, worms, Trojan horse, etc.) in the Content and shall react immediately and take promptly all measures needed in case of security incidents or attacks detected. To this extent, the Supplier shall take all precautions in order to prevent all IS or IT risks inside RENAULT and / o r N I S S A N systems or networks (like worms contamination, deny of service, etc.). The Supplier will be liable for all consequences of any type of damages caused to RENAULT a n d / o r N I S S A N in case of virus or any malicious code contamination inside RENAULT and/or NISSAN IS or IT systems and shall be bound by a reinforced obligations of means (in French, "obligation de moyens renforcée") (that is to say, the Supplier shall use the means that are expected from a first class professional according to the best practices of the industry in this field and that he will only be exempted from his liability by demonstrating that he has used these means and that he used the necessary diligence to achieve this result.

The Supplier and its Authorized Users shall not (a) infringe any rights in any ALLIANCE Intellectual Property (as defined in clause 3), and/or these CAU **and notably** the CAAS, (b) allow unauthorized disclosure or copying of all or any part of the Portal, or the Services or any Confidential Information obtained through the Portal (as defined in clause 3), (c) allow access to or use of the Portal or any component thereof by or for the benefit of any third parties who are not Authorized Users, (d) engage in spamming or any other fraudulent, illegal or unauthorized use of the Portal, (e) remove, obscure or alter any copyright notice, trademark or other proprietary rights notices affixed to or contained within the Portal and the Services offered therein, (f) create any link to the Portal or any frames at any other web sites pertaining to or using any of the information provided through the Services, (g) the Supplier shall closely monitor the accesses of Authorized Users corresponding to computer robots or agents in order to prevent all and any behavior that could alter the availability of the Portal or of its applications or to the integrity of the data published therein.

To this extent, the Supplier shall defend, indemnify and hold the ALLIANCE harmless from and against any and all claims and damages arising out of or relating to any acts or omissions of

any of its Authorized Users related to or arising out of the use of the Portal or the Services as described in the provisions of the here above mentioned section.

##### **4.2. RENAULT**

RENAULT shall make its best efforts to warranty the Supplier that the Portal shall substantially conform to **the CAU** and that the functionality of the Services shall substantially conform with all applicable laws.

The Portal may provide links or references to other web sites. RENAULT nor NISSAN has no responsibility for the content of such other web sites and shall not be liable for any damages arising from the content posted on or otherwise accessible via such other web sites.

Neither RENAULT nor NISSAN endorses any responsibility regarding the Supplier's Content. Neither RENAULT nor NISSAN has any obligation to monitor the Supplier's Content, and the Supplier expressly releases RENAULT and its third party contractors and N I S S A N from any responsibility to monitor or filter any such Content. However, RENAULT or NISSAN may, having regard to the circumstances, take any reasonable action it deems reasonably necessary or appropriate with respect to the Supplier's Content.

RENAULT shall make its best efforts to remedy technical inaccuracies or typographical errors or virus in RENAULT's Content. Changes may be made periodically and at any time to such RENAULT's Content. RENAULT will make reasonable efforts to inform the Supplier of any such material changes.

RENAULT reserves the right to suspend or interrupt, without notice, a Supplier or its Authorized Users' access to all or any part of the Portal if such Supplier or its Authorized Users have engaged in conduct or activities prohibited by applicable laws, by the CAU.

Neither RENAULT nor NISSAN shall be held liable for fraudulent access to the Portal constituting an offense under applicable law.

Except for the express warranties provided above, the Portal and all Services provided by RENAULT to the Suppliers are provided "as is" and "as available". RENAULT disclaims any and all warranties, whether express or implied, including but not limited to the implied warranty of fitness for a particular purpose. Without prejudice to other provisions herein contained, in no event, shall RENAULT or its service providers be liable for any direct, indirect, incidental, special or consequential damages, including without limitation damages for loss of profits, interruption of business, incurred by the Supplier or any third party, resulting from, arising out of or in any way relating to the Portal or the Services, and whether or not the Supplier has been advised of the possibility of such damages.

This section shall survive termination or expiration of the CAU.

##### **5. Duration and Termination**

RENAULT shall have the right to terminate the CAU or otherwise limit or suspend or interrupt the Supplier's access to the Portal at any time (a) for any reason, if the Supplier resigns or is terminated from being a Supplier or (b) in case of technical and/or operating problem or (c) with immediate effect and without notice, if the Supplier or any of its Authorized Users have engaged in any other fraudulent, illegal or unauthorized use of the Portal.

Either RENAULT or the Supplier may terminate the present CAU in the event of a breach of the other which has not been remedied within 15 working days after receipt of a written notice.

Upon any termination of the CAU, all rights granted to the Supplier and its Authorized Users hereunder shall cease, and the Supplier and its Authorized Users shall immediately discontinue use of the Portal, and either Party shall have the right to pursue any other remedies. The Supplier shall destroy or return to the ALLIANCE all information and all documentation provided by ALLIANCE and ALLIANCE shall destroy or return to the Supplier all information and all documentation provided by the Supplier, except for the provisions as defined in clause 3, Confidentiality.

Termination of these CAU shall not prejudice any provision of these CAU which is expressed to continue in force despite such termination (i.e.: Confidential information, intellectual and/or industrial property rights).

**6. General**

Force Majeure

Neither Party shall be in default or otherwise liable for any delay in or any failure of its performance under these CAU where such delay or failure arises by reason of any unforeseeable and irresistible external event such as but not limited to acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, general strike, major software failure due to software editor or vendor, damage to RENAULT servers.

Language

These CAU are drafted in the French and English language. The CAU may also be translated into other languages. In case of contradiction, the English version shall prevail over any other language used in translation.

**7. Governing Law – Jurisdiction**

The CAU, the Portal, the Services, the Content and all the rights and duties of the Parties arising from or relating in any way to the subject matter thereof or the Portal, shall be governed by, construed and enforced in accordance with, the laws of France. In case of dispute, after attempting to seek an amicable settlement, any dispute shall be submitted to the Courts of Paris (FRANCE), to which the Parties attribute exclusive jurisdiction, notwithstanding plurality of defendants or third party indemnity claims. The Supplier shall bring any claim arising out of or relating to these CAU or the Portal within one (1) year of the date on which the claim arose or such claim shall be waived and forever barred.

**8. Audit Rights**

RENAULT shall have the right, upon reasonable notice to the Supplier during normal business hours, to periodically conduct an audit of the Supplier's usage, subject to the confidentiality provisions of these CAU, in order to verify the Supplier's compliance with the software-usage restrictions set forth in these CAU.

**9. Update**

RENAULT reserves the right to modify and update at any time the access to the Portal as well as the CAU and the Services. RENAULT shall make its best efforts to inform the Authorized Users, in particular through the Portal. These modifications and updates shall apply immediately to the Authorized Users and the Suppliers who shall consequently consult regularly the CAU and the documents referred hereto.

*The Supplier hereby recognizes that it has knowledge of and accepts the Conditions of Access and Use set out above.*

**Date:** .....

**Place:** .....

**Signatory's Last Name:** .....

**First Name:** .....

**Signatory's Position:** .....

**E-mail Address:** .....

**Phone Number:** .....

**Signature (and Company Stamp, if existing):**