



It is important that you read fully and carefully the SMARTsource Terms of Use below.

If you have any questions, please send an email to supplier@nationwide.com.

Nationwide Mutual Insurance Company

SMARTsource

Terms of Use

Version 1

(April 15, 2016)

These Terms of Use apply to you and the supplier you represent (“Supplier”) with respect to your and Supplier’s access to and use of SMARTsource. SMARTsource includes licensed products and services provided by suppliers to Nationwide. If you and Supplier do not fully agree to these Terms of Use, you must discontinue all access to and use of SMARTsource.

On behalf of yourself and Supplier, you agree to the following:

- Use of SMARTSource. You and Supplier may only use SMARTsource for the purposes for which you and Supplier are being provided access. This may include for purposes of registering as a potential supplier, managing business relationships, participating in submissions of proposals, providing information for evaluation purposes, participating in contract negotiations, and other similar activities with Nationwide Mutual Insurance Company (“Nationwide”) and its existing and future affiliated and subsidiary companies, including subsidiaries of affiliated companies.
- Use of Materials. You and Supplier may use SMARTsource to provide data, information, and other materials (collectively, “Materials”) to Nationwide. All Material provided under these Terms of Use may be used by Nationwide as described in these Terms of Use. Supplier retains title to its and its licensors’ Materials provided through SMARTsource. Supplier grants to Customer a worldwide, perpetual, royalty-free, non-exclusive, irrevocable license to make, use, copy, disclose, display, perform, modify, and make derivative works from the Materials for Customer’s internal business purposes. “Customer” means Nationwide Mutual Insurance Company and its existing and future affiliated and subsidiary companies, including subsidiaries of affiliated companies. Supplier warrants to Customer that the Materials will not contain any disabling device or any malware or other software routine, scripts, or code that could cause (i) unauthorized access to equipment, systems or data, (ii) unauthorized disclosure of data, (iii) unauthorized deletion of data, or (iv) disabling or otherwise harming SMARTsource.

- Confidentiality. Your and Supplier's access to and use of SMARTsource may result in the access to or receipt of Confidential Information of Customer. You and Supplier may also receive Confidential Information as a result of discussions and other communications about existing or possible future business relationships between Customer and Supplier. These discussions and communications may occur via SMARTsource or otherwise. Unless Supplier has executed a separate written agreement with Nationwide that governs the nonuse and nondisclosure of Confidential Information, the following applies to you and Supplier:
 - You and Supplier will use Confidential Information solely for the purposes for which such Confidential Information was provided (for example, for purposes of providing a proposal in response to a request for proposal) for no other purpose.
 - You and Supplier agree that all Confidential Information remains the property of Nationwide and neither these Terms of Use nor the furnishing of any Confidential Information via SMARTsource will be construed as granting any license or title to any patent, copyright, trademark or other proprietary right owned or controlled by Customer.
 - You and Supplier will not to allow access to or to disclose Confidential Information to any third parties, except to other employees or agents of Supplier who have a need-to-know the Confidential Information for the purposes for which such Confidential Information was disclosed ("Representatives").
 - Supplier will execute a confidentiality agreement with each Representative that contains nonuse and nondisclosure provisions no less restrictive than those provisions specified in these Terms of Use.
 - At any time upon request, you and Supplier will discontinue all access to and use of Confidential Information and return or destroy the Confidential Information as specified by Nationwide.
 - You and Supplier will not use in advertising, publicity, or otherwise any name, trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the Nationwide or its affiliates or subsidiaries or its employees or agents. You and Supplier will not represent, directly or indirectly, to any third party that any of your or Supplier's products or services have been approved or endorsed by Nationwide.
 - "Confidential Information" means all information, verbal or written, that is not known by, or generally available to the public at large and that concerns the business and affairs of Customer. Confidential Information does not include any data or information which (i) was in Supplier's lawful possession prior to the submission of the data or information by Customer, (ii) is later lawfully made available to Supplier by a third party having no obligation of secrecy to Customer, (iii) is independently developed by Supplier, or (iv) is or later becomes available to the public through no act or failure to act by you or Supplier. Confidential information includes, but is not limited to, Customer's ideas, inventions, discoveries, techniques, processes, procedures, patterns, formulas, compilations, methods, devices, improvements, technical data and specifications, testing methods, research and development, computer programs and designs, products/pricing, costs, customer information, programs, systems, and/or other business strategies. Additionally, as Nationwide has a responsibility to protect the privacy of its employees, policyholders, customers, licensors and contractors, all personal information relating to any such individual which may be shared with, or obtained by, arising out of Supplier's relationship with Nationwide, shall always be considered Confidential Information. Supplier will comply with all applicable state and federal privacy laws, including without limitation the provisions of the Gramm-Leach-Bliley Act.

- Suspension and Termination. Nationwide may suspend or terminate your and Supplier's access to and use of SMARTsource at any time and for any reason. Nationwide may do so without providing you or Supplier notice of suspension or termination.
- User IDs and Passwords. You may not share your user ID and password with other users or with third parties. If your relationship with Supplier ends, you must immediately stop accessing and using SMARTsource. Supplier is and will be fully responsible for your use of your user ID and password and any loss, theft, or unauthorized disclosure or use of your user ID and password. Supplier will immediately notify Nationwide in the event of any loss, theft, or unauthorized disclosure or use of any user ID or password or if Supplier has reason to believe that your or its access to SMARTsource is no longer secure for any reason.
- Disclaimers. Registration as a potential supplier to Customer does not guarantee that Supplier will be awarded any business. SMARTsource is provided to you and Supplier AS-IS and subject to these Terms of Use. Supplier accepts all risk of loss associated with your failure to comply with these Terms of Use. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NATIONWIDE OR ITS SUBSIDIARIES OR AFFILIATES, OR ITS OR THEIR EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR (A) ANY DIRECT DAMAGES IN EXCESS OF \$100.00 USD IN THE AGGREGATE OR (B) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES).
- Indemnification. Supplier agrees to defend, indemnify, and hold harmless Nationwide and its subsidiaries and affiliates, and its and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to reasonable attorney's fees) arising out of or related to: (i) your or Supplier's access to and use of SMARTsource; (ii) your or Supplier's failure to comply with the Terms of Use, (iii) your or Supplier's alleged infringement or misappropriation of any third-party intellectual property rights in Materials; or (iv) your or Supplier's violation of any applicable law, rule, or regulation of the United States or any other country.
- Law. These Terms of Use are governed by and will be interpreted in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws provisions. The courts of Franklin County, Ohio will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these Terms of Use.
- Updates. You and Supplier agree that Nationwide may update these Terms of Use from time to time. Any update to these Terms of Use will be made available via a link displayed on the SMARTsource log in screen or via an email sent to the email address you provided to Nationwide. Your continued use of Nationwide SMARTsource after any updates constitutes your acceptance of the updated Terms of Use on behalf yourself and Supplier.

Survival. The titles used in these Terms of Use are for reference purposes only. The following provisions will survive any termination or expiration of the Terms of Use (and any suspension or termination of your or Supplier's access to or use of SMARTsource): (1) Use of Materials, (2) Confidentiality, (3) User IDs and Passwords, (4) Disclaimers, (5) Indemnification, (6) Law, and (7) Survival