

**If You are seeking to enter an agreement to connect to the Limited Brands network, You have come to the correct site. PLEASE READ CAREFULLY.**

## Limited Brands

### Network Connectivity Agreement

**You must read all terms and conditions of this Network Connectivity Agreement before signing the [Signature Page](#). If You agree to abide by the terms and conditions, which include compliance with Limited Brands' [Acceptable Use Policy](#), in Part 1 of the Signature Page, complete all information and have two (2) copies signed by an authorized representative. Mail or deliver both original copies to Limited Brands, Inc. at the address indicated in Part 2 of the Signature Page along with your Certificate of Insurance as set forth in Section 10 below.**

#### **Terms and Conditions**

1) Scope. This Network Connectivity Agreement ("Agreement") between Limited Brands, Inc. ("LBI") and You governs Your Connection to LBI's external Network (definitions are in Section 12). **By signing this Agreement, You agree to be bound by this Agreement and LBI's [Acceptable Use Policy](#) ("AUP") in effect from time to time**, located at [www.limitedbrands.com](http://www.limitedbrands.com) (click link to "External Network Connectivity" and then click link to "Acceptable Use Policy" to review). LBI reserves the right to amend this Agreement and the AUP at any time.

2) Limited License. You are authorized and licensed to access the Network via a Connection. Your Connection is a privilege extended by LBI and begins with issuance of Your access codes, issued only after Your execution and delivery of the executed signature page to this Agreement, its acceptance by LBI, delivery of Your certificate of insurance and certification of Your equipment, if required. The Network and any website which is a part of it may contain links to sites that are not affiliated with LBI. LBI disclaims any responsibility for material and content on such linked sites.

3) Prohibitions. You agree that You shall **NOT** do any of the prohibited activities set forth in the AUP without the express prior written consent of the LTS information security manager, unless You have been expressly authorized to do so in a current vendor agreement You have signed with LBI or an LBI Affiliate.

4) LBI's Confidential Information and Intellectual Property. You shall not, beginning on the date of first association or communication with LBI and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge or permit disclosure, communication or divulgence to another, or use for Your own benefit (except for the Permitted Purpose as defined in the AUP) or the benefit of another, any Confidential Information, whether acquired by virtue of Your Connection or otherwise. You expressly agree that LBI shall be entitled to injunctive and/or other equitable

relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. This section shall be binding upon You and Your employees and Affiliates and shall survive termination of this Agreement. You agree that You will not use trademarks or service marks of LBI or any LBI Affiliate, and in particular, will not have any Internet website, web page, domain or other presence on the World Wide Web which uses any of LBI's or any LBI Affiliate's trademarks or servicemarks.

5) Background Checks. You acknowledge and agree that if You or any of Your employees seeks a Connection, LBI reserves the right to conduct background checks on You or such employees. In such an event, You or such employees shall provide LBI with sufficient background information (i.e., name, social security number and date of birth) and written authorization to permit LBI to obtain a background check. Based in whole or in part on the results of the background check, LBI, at its sole discretion, may deny You or any of Your employee(s) access to its facilities or computer systems.

6) Your Representations and Warranties. You represent and warrant that: (a) You have the full and unrestricted right, power and authority to enter into this Agreement and to perform Your obligations in accordance with the terms of this Agreement; (b) Your performance of Your obligations under this Agreement does not and will not violate any applicable law, rule or regulation or any agreement, obligation or understanding (whether oral or written) to which You are a party; (c) Your equipment and software used with the Connection does not and will not contain any virus, time bombs or other self-help code, or unauthorized code or malicious code; (d) You have accessed and read the AUP.

7) Limitation of Liability. **IN NO EVENT WILL LBI BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATING IN ANY WAY TO YOUR CONNECTION TO THE NETWORK OR FROM MONITORING, INTERRUPTION, SUSPENSION OR TERMINATION OF SERVICE TO YOU OR PROVIDED**

BY YOU OR YOUR ACCESS TO THE NETWORK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS LIABILITY EXCLUSION APPLIES TO ALL DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL AND UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, EQUITY OR AT LAW, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, OR CORRUPTION OF YOUR TRANSMISSIONS OR DATA, AND EVEN IF LBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY LBI SHALL BE TO TERMINATE THIS AGREEMENT.

8) Indemnity. You agree to defend, indemnify and hold LBI and its Affiliates, and the directors, officers employees and agents of either harmless from any and all liabilities, costs and expenses, including attorneys' fees, related to or arising from a breach by You of any of the terms of this Agreement or otherwise arising from Your Connection or Your use of the Network in any manner.

9) Other Agreements. Other than as set forth in any current signed vendor agreement with LBI, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding with respect to the subject matter hereof unless specifically referencing this Agreement. In the event of any conflict between this Agreement and such other validly enforceable vendor agreement with LBI, the terms of this Agreement and the AUP shall control with respect to the subject matter of this Agreement.

10) Insurance. Unless otherwise provided in writing, during the term of this Agreement You shall maintain without lapse adequate insurance to protect LBI in the event of Your misuse of the Connection or breach of this Agreement. You shall provide LBI with certificates of insurance evidencing such adequate coverage along with Your Signature Page.

11) Miscellaneous. This Agreement and Your use of the Network and Your Connection are governed by the laws of the State of Ohio (without reference to conflicts of laws

provisions) and applicable federal laws of the United States. The state courts in the State of Ohio in Franklin County and the United States District Court for the Southern District of Ohio shall have the sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning this Agreement or the Network and Your Connection. Each party acknowledges that no representations, inducements, promises, or understandings, oral or otherwise, have been made by any party, or anyone acting on behalf of any party with respect to the subject matter hereof that are not embodied in this Agreement or Your primary vendor agreement signed with LBI. Sections 4, 6, 7 and 8 of this Agreement will survive the termination of this Agreement for any reason.

12) Definitions. For purposes of this Agreement, the following definitions shall apply, and any capitalized terms not defined here have the meanings given in the AUP:

"Affiliate" means any entity directly or indirectly controlled or owned in whole or in part by either You or LBI.

"Connection" as used throughout this document means any data connection established between LBI's computer Network and You, whether remotely from equipment located at Your data facility and/or from equipment of Yours or that LBI has loaned You located at an LBI facility, to provide You with access and use to selected portions of the Network or to allow You a data Connection with third party Networks.

"Network" as used throughout this document means all program interfaces, structures, functionality, computer code, databases and the like, wired or wireless computers, servers, routers, cables and other equipment which can transmit or store data electronically, which form LBI's local and worldwide area Networks, whether physical or virtual.

"You" or "Your" means and when used in this Agreement refers to you if you are an individual, or to your company and its employees, agents and representatives if this Agreement will be entered on behalf of your company, provided it is a legal entity in its own right.

**SIGNATURE PAGE**  
**Limited Brands, Inc. Network Connectivity Agreement**

You have read and studied the terms and conditions of the Agreement, have directed to LBI any question You deemed relevant regarding the Agreement, and have received satisfactory answers. You understand the terms and conditions of the Agreement, and on this basis, You accept and agree to be bound by such terms. A copy of Your certificate of insurance is enclosed with this Signature Page or has already been delivered to LBI at the address set forth below in Part 2.

**Part 1:**

Legal Name of Your Company: \_\_\_\_\_

Contact for Your Company: \_\_\_\_\_

Contact's E-Mail: \_\_\_\_\_

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

Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Authorized Vendor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**Part 2:**

<p align="center"><b><u>Mail or Deliver two (2) signed originals to:</u></b></p> <p><b>Limited Brands, Inc.</b>  <b>Legal Services Department</b>  <b>Attn: Contracts</b>  <b>Three Limited Parkway</b>  <b>Columbus, OH 43230</b></p>
<p align="center">Connectivity will be granted to You after receipt and acceptance of this Signature Page, Your insurance certificate and certification of Your equipment, if required.</p>

<p><b>Limited Brands, Inc. Connection Sponsor:</b></p> <p>Name: _____</p> <p>Location: _____</p> <p>Phone: _____</p>
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**Accepted by Limited Brands, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**For LBI use only:**

Insurance Certificate Received     YES     NO