



PLATFORM ACCESS AGREEMENT
(For Suppliers)
Last updated on June 9, 2022

This Platform Access Agreement (“**Agreement**”) is entered into by and between SupplyShift Inc., a Delaware corporation (“**SupplyShift**”) and the company registered or registering on the Platform (defined below) on whose behalf the User (also defined below) is clicking “I Agree” (“**Supplier**”).

PLEASE NOTE: THIS AGREEMENT IS A BINDING CONTRACT BETWEEN SUPPLYSHIFT AND THE SUPPLIER, AND REPRESENTS THE SOLE TERMS AND CONDITIONS PURSUANT TO WHICH SUPPLYSHIFT AGREES TO MAKE THE PLATFORM AVAILABLE TO SUPPLIER AND ITS USERS. IF SUPPLIER OR THE REPRESENTATIVE CONSENTING TO THIS AGREEMENT DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT OR DOES NOT HAVE AUTHORITY TO BIND SUPPLIER, THEN SUPPLIER MAY NOT PROCEED WITH ENROLLMENT TO AND/OR FURTHER USE OF THE PLATFORM.

IF SUPPLIER IS ACCESSING TSC SUBSCRIBED CONTENT (AS DEFINED IN SECTION 10 BELOW), THEN THE SUPPLEMENTAL TERMS IN SECTION 10 (“**TSC TERMS**”) WILL APPLY, AND THE TSC TERMS WILL PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY OTHER TERM OF THIS AGREEMENT, BUT SOLELY IN CONNECTION WITH SUPPLIER’S ACCESS AND USE OF TSC SUBSCRIBED CONTENT.

1. USE OF PLATFORM

1.1. Platform Access. Subject to the terms and conditions of this Agreement, SupplyShift hereby agrees to provide access to Supplier and its Users to the Platform, solely for use by Supplier and its Users for Supplier’s Permitted Purpose. Supplier will be responsible for its Users’ compliance with this Agreement to the same extent assumed by Supplier for itself hereunder. Supplier will require that all permitted Users keep their user IDs and passwords strictly confidential and that they do not share such login information with anyone. Supplier will be responsible for restricting access to the Platform to any User who is no longer authorized by Supplier to use the Platform on Supplier’s behalf. SupplyShift will have no liability for actions taken using Supplier’s User IDs and passwords, including any unauthorized use or access that is caused by misuse or misappropriation of User IDs and passwords resulting from Supplier’s breach of this Section.

1.2. Assessments.

1.2.1. Receiving Assessments. The Platform is designed, in part, to enable Supplier to access, complete, and submit Assessments via the Platform. To receive Assessments, Supplier must establish and maintain an Account within the Platform. Nothing in this Agreement obligates Supplier to respond to Assessments made available on the Platform or requested by Buyers, which Supplier may do, or decline to do, in whole or in part, in its discretion. However, to the extent that Supplier elects to respond to an Assessment, Supplier hereby grants to SupplyShift a non-exclusive, worldwide, royalty-free right and license to disclose, display, distribute, and otherwise provide the Supplier Data contained in the Completed Assessment for SupplyShift’s or any Buyer’s Permitted Use. Supplier understands and agrees that all of Supplier’s responses and data provided on a Completed Assessment are intended to be searchable, downloadable, exported and/or used by any Buyer on the Platform for any Permitted Use.

1.2.2. Forwarding Assessments to Other Suppliers. To the extent that Supplier requires that one or more of its own vendors, providers, licensors, manufacturers, or other suppliers (“**Upstream Supplier**”) complete all or portions of the Assessments, Supplier may (a) independently (that is, outside of the Platform) obtain the information from the Upstream Supplier and input it into the Assessment under Supplier’s own Account (in which case Supplier will ensure that it obtains all necessary rights from the Upstream Supplier to supply and permit use of the Upstream Supplier’s data consistent with the terms of this Agreement), or (b) request that the Upstream Supplier become a Confirmed Supplier with its own account within the Platform, in which case the Supplier may forward the Assessment to the Upstream Supplier for completion by the Upstream Supplier. Supplier understands and agrees that (c) if a Upstream Supplier becomes a Confirmed Supplier, the Platform permits the Upstream Supplier to directly submit the Assessment as completed by the Upstream Supplier to the Platform, which Assessment will identify the Upstream Supplier and permit direct communication between a Buyer and the Upstream Supplier. Supplier is responsible for working directly with the Upstream Supplier to coordinate responses, require the Upstream Supplier to copy Supplier in responses to a Buyer, and/or to omit the Buyer

from the Assessment response and direct the same solely to Supplier. SupplyShift is not liable for any loss, injury, claim, liability, damage, penalty, fine, business interference, business interruption, or any other consequence resulting from any direct disclosure or communication between Buyer and a Upstream Supplier.

1.2.3. Completed Assessments; Supplier Score. SupplyShift will provide Completed Assessments containing the Supplier Data to Buyers via the Platform. In addition, Supplier understands and agrees that Supplier may be assigned a Supplier Score, which Supplier Score may be displayed on Supplier’s account within the Platform to all Buyers. Supplier understands and agrees that a Buyer’s interpretation and use of the Completed Assessment or Supplier Score is in the Buyer’s sole and absolute discretion and SupplyShift assumes no liability whatsoever to Supplier in connection therewith, including but not limited to, a Buyer’s decision to initiate, terminate, modify, expand, condition, limit, or otherwise engage in a business relationship with Supplier based on a Supplier Score or Completed Assessment. Supplier may not publicly share the Completed Assessments or Supplier Scores outside the Platform, including but not limited to, for advertising, marketing, or publicity purposes. Further, Supplier Scores may not be used by Supplier in any way that states or implies any approval, endorsement, or joint marketing of any of Supplier’s products or services, or Supplier itself, by either SupplyShift or a Buyer.

1.2.4. Sharing Completed Assessments and Supplier Scores with Third Party Platforms. SupplyShift may from time to time enter into agreements with third party platform providers (“**Third Party Platforms**”) whereby SupplyShift enables the Third Party Platforms to import the Completed Assessment and/or the Supplier Score into the Third Party Platform for viewing by buyers enrolled to that Third Party Platform, provided that the Third Party Platform has identified Supplier as an enrolled supplier within the Third Party Platform. Supplier acknowledges and agrees that (a) SupplyShift can and will rely on the Third Party Platform provider’s representation that Supplier is also enrolled in the Third Party Platform, which representation may be in the form of a list of suppliers or an automated authentication method reasonably established between SupplyShift and the Third Party Platform, and (b) SupplyShift may provide the Completed Assessment and/or the Supplier Score to the Third Party Platform for use by buyers on the Third Party Platform. Supplier agrees that SupplyShift will not be liable to Supplier for any error or misrepresentation from a Third Party Platform pertaining to Supplier’s status as an enrolled supplier in the Third Party Platform, however, SupplyShift will use reasonable efforts to cooperate with Supplier to request that the Third Party Platform to cease the further provision of a Completed Assessment or Supplier Score to buyers via the Third Party Platform if Supplier notifies SupplyShift that Supplier is not, in fact, enrolled with the Third Party Platform. SupplyShift makes no warranty or representation, and assumes no liability, for the Third Party Platform provider’s independent acts or omissions in the delivery of the Third Party Platform or any breach by the Third Party Platform provider’s obligations owed to Supplier or its buyers or under law.

1.2.5. Buyer Copies of Completed Assessments. Supplier understands and agrees that the Platform will automatically retain a copy of each Completed Assessment within the Platform, and that Buyers, as authorized users of the Platform, obtain a non-exclusive, worldwide right to use the Completed Assessments for their Permitted Use, including the right to export Completed Assessments from the Platform. Supplier understands and agrees that the foregoing copies of Completed Assessments, including Supplier Data contained therein, may persist (a) in the Platform, including as part of the Buyer's account for so long as the Buyer remains enrolled in the Platform, notwithstanding termination of Supplier's commercial relationship with the Buyer or Supplier's discontinued use of the Platform, and (b) in the Buyer's and its provider's systems into which the Completed Assessment may be exported. Without limiting SupplyShift's ongoing confidentiality obligations hereunder, Supplier understands and agrees that SupplyShift does not control, and shall not be liable for any act or omission of a Buyer or anyone acting on behalf of the Buyer in their use of any Supplier Data contained in the Completed Assessment.

1.2.6. Responsibility for Supplier Data. Supplier acknowledges and agrees that SupplyShift assumes no duty or obligation to verify, monitor, correct, approve, review, or edit the Supplier Data provided by Supplier. As between Supplier and SupplyShift, Supplier is solely responsible and liable for the legality, accuracy, reliability, completeness, or timeliness of any Supplier Data that Supplier shares or provides to SupplyShift and the Buyer. Supplier represents and warrants that Supplier has obtained all necessary rights, permissions and licenses from any persons or third parties (including Upstream Suppliers) whose data is included or referenced in the Supplier Data, and that the Supplier Data does not infringe or violate the ownership, publicity, privacy, or other rights of any third party. SupplyShift reserves the right to remove, discontinue, suspend, limit, excise, edit, or cease to provide any Supplier Data if required to do so by law or regulation or if, in SupplyShift's reasonable opinion, the Supplier Data is unlawful, offensive, fraudulent, infringing, or is provided in breach of the obligations of this Agreement. Supplier agrees that Supplier Data may be enhanced, supplemented or corrected by SupplyShift or Buyers in the course of their Permitted Use, or as necessary to derive a Supplier Score. Further, to the extent that SupplyShift engages the services of third parties to perform services for SupplyShift in furtherance of the Permitted Use and/or the provision of the Platform, SupplyShift may disclose and transfer the Supplier Data to such providers subject to terms and conditions no less protective than those in this Agreement and that comply with laws applicable to SupplyShift and/or to the Supplier Data in question, and this Agreement.

1.2.7. Benchmarking Content. Supplier hereby grants SupplyShift and its Buyers a non-exclusive, worldwide, royalty-free license to derive Benchmarking Content from the Supplier Data contained in a Completed Assessment, including, without limitation, by performing statistical analysis of such Supplier Data, combining the results of such analysis with other content or data (including but not limited to Benchmarking Content), and to use and commercially exploit, directly or indirectly, the resulting Benchmarking Content, without restriction or compensation to Supplier.

1.2.8. General Restrictions. Supplier and its Users may only access and use the Platform for Supplier's Permitted Use, in a manner compliant with this Agreement, applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. A User's individual access to and use of the Platform shall be subject to the terms and conditions of the User Agreement, provided that references to "Supplier Agreement" in that User Agreement shall refer only to this Agreement. Supplier will not, and will not permit any User to: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Platform, the Assessments or any Buyer Data to a third party other than Users or Upstream Suppliers, or in a service bureau or outsourcing offering; (b) use the Platform, the Assessments, or any Buyer Data to provide any general purpose supply chain management or data collection service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Platform; (d) access the Platform, or provide others with access to the Platform, to engage or permit others to engage in any competitive product development, competitive analysis, benchmarking, product or feature review, or other activity that, in SupplyShift's reasonable opinion, violates or may lead to the violation of SupplyShift's or its licensors' intellectual property rights in the SupplyShift Technology, or (e) remove or obscure any proprietary or other notices contained in the Platform, the Assessments or any Buyer Data.

2. RETAINED RIGHTS

2.1. Supplier Data Ownership. Supplier and its licensors (including Upstream Suppliers) retain all right, title and interest in and to the Supplier Confidential
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Data, including but not limited to, as incorporated into a Completed Assessment. No right, title or interest in or to the Supplier Data is granted to SupplyShift except as expressly noted in this Agreement.

2.2. Buyer Data Ownership. Buyer and its licensors retain all right, title and interest in and to the Buyer Data contained in the Assessment. To the extent that any portion of a Completed Assessment submitted by Supplier rephrases, restates, abridges, or references the Buyer Data, such rephrasing, restatement, abridgment or reference continues to constitute Buyer Data hereunder, even if commingled together with the Supplier Data.

2.3. SupplyShift Ownership. Supplier agrees that SupplyShift and its licensors retain all right, title and interest in and to the Platform, all Documentation, Assessment templates, the Supplier Scores, Benchmarking Data, System Data, and any underlying technology and documentation, derivative works, modifications, or improvements of any of the foregoing, including any Feedback incorporated therein (collectively, "**SupplyShift Technology**"). Except for the express limited rights granted to Supplier in this Agreement, and except for Supplier's retained rights in the Supplier Data, no right, title or interest in any SupplyShift Technology is granted to Supplier. Supplier acknowledges and agrees that the Platform is offered as an online, hosted solution, and that Supplier has no right to obtain a copy of the underlying computer code for the Platform.

2.4. Feedback. Notwithstanding anything to the contrary in this Agreement, SupplyShift may freely use and incorporate into SupplyShift's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Supplier or by any Users relating to SupplyShift's products or services ("**Feedback**"). Feedback will not incorporate any Supplier Data or identify or permit identification of Supplier, the Supplier Data, or Supplier's Confidential Information.

2.5. System Data. Notwithstanding anything to the contrary in this Agreement, SupplyShift has the right to collect and use de-identified technical information pertaining Users' use the Platform ("**System Data**") to develop, improve, support, and operate its products and services during and after the Term of this Agreement. This Section does not give SupplyShift the right to identify Supplier as the source of the System Data without written permission from Supplier.

2.6. Right to Identify Supplier. To the extent Supplier or its Upstream Suppliers upload their logo, business contact information (including, by way of example but not limitation, business name, location, address, phone or fax number, email address, social media or similar handle) in the Supplier's company profile within the Account, or in a Completed Assessment (collectively, the "**Profile Information**"), SupplyShift may use and display such Supplier's (and its Upstream Supplier's) Profile Information on the Platform. Supplier hereby consents to Buyers' use of the Profile Information to contact Supplier and communicate with Supplier via the Platform or otherwise in connection with Supplier's business.

3. CONFIDENTIALITY. Each party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

4. TERM AND TERMINATION

4.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. Either party may terminate this Agreement for convenience upon thirty (30) day's written notice to the other party.

4.2. Termination for Cause. Either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed,

creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days.

4.3. Effect of Termination; Supplier Data Retrieval. Upon written notice to SupplyShift, Supplier will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Platform solely to the extent necessary to retrieve Supplier Data ("**Retrieval Right**"). If Supplier exercises its Retrieval Right, this Agreement shall continue in full force and effect for the duration of the Retrieval Right. After the Retrieval Right period, Supplier will have no further access to Supplier Data from within the Platform and shall cease use of and access to the Platform (including any related SupplyShift Technology) and delete all copies of Documentation, the Platform passwords or access codes, and any other Confidential Information of SupplyShift in its possession.

4.4. Survival. The following Sections will survive any expiration or termination of this Agreement: 1.2.7 (General Restrictions), 2 (Retained Rights), 3 (Confidentiality) 4 (Term and Termination), 5 (Warranty Disclaimer), 6 (Indemnification), 7 (Limitation of Liability), 8 (Payment, to the extent fees are owed), 9 (General Terms), and 10 (Definitions).

4.5. Suspension of Service. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, SupplyShift reserves the right to suspend provision of the Platform; (a) if Supplier is in material breach of the terms of this Agreement, or (b) if SupplyShift deems such suspension necessary as a result of Supplier's breach of Sections 1.2.7 (General Restrictions) or (c) if SupplyShift reasonably determines suspension is necessary to avoid material harm to SupplyShift or its other customers, including if the Platform is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of SupplyShift's control, or (d) as required by law or at the request of governmental entities. In addition, SupplyShift may suspend and/or terminate access to the Platform by individual Users (1) at Supplier's request, (2) if the User is engaged in conduct in breach of the User Agreement or this Agreement (until such time as the breach ceases, if such breach is capable of a cure), or (3) if the User is a competitor or employee of a competitor of SupplyShift.

5. WARRANTY DISCLAIMER. THE PLATFORM, BUYER DATA, SUPPLIER SCORES, AND ASSESSMENTS ARE PROVIDED TO SUPPLIER AND ITS USERS SOLELY AND EXCLUSIVE ON AN "AS IS" WITHOUT WARRANTIES OF ANY KIND. SUPPLIER ASSUMES ALL RISKS AND LIABILITIES PERTAINING TO ITS USE OF THE PLATFORM AND ITS COMMERCIAL OR BUSINESS RELATIONSHIP WITH BUYERS. SUPPLYSHIFT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SUPPLYSHIFT DOES NOT WARRANT THAT THE USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, TIMELY, OR SECURE. SUPPLYSHIFT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, PLATFORM FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES OUTSIDE OF SUPPLYSHIFT'S CONTROL. SUPPLYSHIFT DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO BUYER DATA, SUPPLIER SCORES, A BUYER'S DECISIONS BASED ON COMPLETED ASSESSMENTS OR BUYER'S USE OF THE SUPPLIER DATA, PROFILE INFORMATION, OR COMPLETED ASSESSMENTS FOR THE PERMITTED USE OR OTHERWISE. SUPPLIER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. SUPPLYSHIFT IS NOT A PARTY TO, A THIRD-PARTY BENEFICIARY OF, OR A GUARANTOR OF PERFORMANCE WITH RESPECT TO ANY BUYER OR SUPPLIER OR ANY TRANSACTION BETWEEN A BUYER AND ANY SUPPLIER.

6. INDEMNIFICATION. Supplier will defend, indemnify and hold SupplyShift harmless from and against any claim by a third party arising alleging that (a) Supplier engaged in the unauthorized use, disclosure, or processing of Assessments, or Completed Assessments, Supplier Data, Buyer Data, Benchmarking Content, (b) any dispute between a Supplier and Buyer, or between Supplier and an Upstream Supplier, (c) any dispute between Buyer and SupplyShift caused by Supplier's breach of this Agreement or violation of applicable law or the rights of third parties. SupplyShift agrees to promptly notify Supplier in writing of the claim, and allow Supplier the right to control the investigation, defense and settlement (if applicable) of such claim at Supplier's sole cost and expense. Supplier may not settle any claim in any matter that would require obligation on the part of

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SupplyShift or any admission of fault by the SupplyShift, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SUPPLYSHIFT NOR ITS AFFILIATES SHALL BE LIABLE TO SUPPLIER, ANY USER OR ANY UPSTREAM SUPPLIER OR ANYONE ELSE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF BUYERS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING FROM THIS AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLYSHIFT'S ENTIRE LIABILITY TO SUPPLIER, ITS USERS, OR UPSTREAM SUPPLIERS FOR DAMAGES OR LIABILITY OF ANY TYPE UNDER THIS AGREEMENT OR OTHERWISE, SHALL NOT EXCEED \$50 OR THE FEES PAID OR PAYABLE BY SUPPLIER ATTRIBUTABLE TO THE TWELVE (12) MONTHS FROM THE DATE THE CLAIM AROSE, WHICHEVER IS GREATER. THIS LIABILITY LIMITATION APPROPRIATELY ALLOCATES THE RISKS BETWEEN THE PARTIES.

8. PAYMENT. To the extent that SupplyShift charges fees for access to the Platform ("**Fees**"), this Section will apply. Supplier agrees to pay the Fees in accordance with the payment methods made available by SupplyShift on the Platform itself, or as noted herein. Unless otherwise approved, all Fees are due and payable on sign up or renewal of the Supplier's subscriptions, but in no event later than thirty (30) days following SupplyShift's request for payment, including but not limited to, via issuance of an invoice or a request for payment on the subscription enrollment or renewal page on the Platform. Where a coupon program is offered by SupplyShift (or otherwise with SupplyShift's approval), Supplier may arrange for a Buyer to issue payment of Fees on behalf of Supplier, in which case SupplyShift's receipt of payment from the Buyer will discharge Supplier's payment obligations hereunder, including as evidenced by use of a SupplyShift-issued coupon. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Fees are non-refundable. Fees do not include taxes. Buyer is responsible for paying all taxes associated with its purchases hereunder other than taxes based on income, property, or employees of SupplyShift. If SupplyShift has the legal obligation to pay or collect taxes for which Supplier is responsible under this Section, SupplyShift will invoice Supplier and Supplier will pay that amount unless Supplier provides SupplyShift with a valid tax exemption certificate authorized by the appropriate taxing authority.

9. GENERAL TERMS. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Either party may assign this Agreement to an Affiliate or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of the agreement. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. This Agreement will be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in San Jose, California, in the United States, and both parties hereby submit to the personal jurisdiction of such courts. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid

and return receipt requested, the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon receipt. Email notifications to SupplyShift shall be to legal@supplyshift.net. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No terms or conditions stated in a Supplier purchase order, vendor onboarding process or web portal, or any other Supplier order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. There are no third-party beneficiaries under this Agreement. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. Supplier agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Supplier represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Supplier will not (and will not permit any third parties to) access or use the Platform in violation of any U.S. export embargo, prohibition or restriction, and (iii) Supplier will not submit to the Platform any information that is controlled under the U.S. International Traffic in Arms Regulations. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

10. DEFINITIONS

"Account" means Supplier's and its Users' unique account within the Platform.

An **"Assessment"** is a grouping of questions within the Platform in unanswered form that are either generally available to all Suppliers or specified categories of Suppliers on the Platform, or a that are submitted by a Buyer to a specific Confirmed Supplier.

A specific Assessment that is answered and submitted by Supplier containing Supplier Data is a **"Completed Assessment"**.

"Benchmarking Content" means de-identified and/or aggregated data or content, and any resulting findings, compiled and/or prepared by SupplyShift and/or Buyer and made available and/or used for comparative, benchmarking, or similar informational purposes.

"Buyer" is an entity enrolled on the Platform for the purpose of obtaining Completed Assessments.

"Buyer Data" means the data that Buyer uploads into or generates within the Platform in connection with Buyer's authorized use of the Platform, excluding Supplier Data.

"Confidential Information" shall mean all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Supplier Data other than Profile Information, Supplier Scores, or data that is subject to the exceptions in (i) through (v) below will be deemed Confidential Information of Supplier without any marking or further designation. All SupplyShift Technology and the terms and conditions of this Agreement will be deemed Confidential Information of SupplyShift without any marking or further designation. Confidential Information shall not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become publicly available through no breach of the Receiving Party of this Agreement; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by the Receiving Party who had no access to such information; (v) is approved by the Disclosing Party for disclosure or marked by the Disclosing Party as non-confidential.

"Confirmed Supplier" means Supplier or a Upstream Supplier, insofar as such party (a) has entered into this Agreement; (b) has been granted login Confidential SupplyShift Platform Access Agreement (for Suppliers)

credentials to the Platform by SupplyShift under a supplier Account designation.

"Documentation" means SupplyShift's technical documentation and usage guides for the applicable Platform made available through the Platform.

"Permitted Use" means use of Completed Assessments (a) in connection with the Buyer's evaluation and assessment of Supplier, (b) as necessary for either a Buyer or Supplier to comply with applicable law, regulation, or standard (including but not limited to, an auditing standard, manufacturing standard, financial or banking standard, security standard, employment standard, among others), (c) as necessary for Buyer or the Supplier to achieve, maintain, renew, or reinstate certifications, attestations, licenses or other independent assessment by an independent body with oversight and/or jurisdiction over Buyer or Supplier, as applicable, (d) as necessary for Buyer to provide services to other entities who may or may not be Buyers, or (e) for any other lawful business, educational, research, or regulatory use.

"Platform" means the SupplyShift software-as-a-service offering made generally available to Supplier.

"Supplier Score" means the score or ranking assigned to a Supplier within the Platform based on an evaluation of Supplier's answers contained in one or more Completed Assessments, and, to the extent relevant, Buyer Data, Benchmarking Data, or other data independently obtained or licensed by SupplyShift.

"Subscription Term" means the monthly subscription period during which Supplier is permitted to access and use the Platform, and includes the period of a Retrieval Right.

"Supplier Data" means the Supplier's or its Upstream Supplier's Profile Information and any other information that is entered into an Assessment by a Supplier in order to generate a Completed Assessment. Supplier Data in a Completed Assessment may include information about the Supplier itself and/or information about Supplier's other vendors in Supplier's supply chain (including but not limited to vendors who are Upstream Suppliers).

"User" means the persons designated and granted access to the Platform by Supplier, but excludes any persons prohibited by law from accessing the Platform (such as persons on a Denied Persons List) and any persons under the employ of a competitor of SupplyShift.

"User Agreement" means the terms and conditions for a User's access to and use of the Platform presented on enrollment, as made available at the URL: www.supplyshift.com/useragreement, or any successor URL designated by SupplyShift.

10. TSC TERMS. To the extent that Supplier and its Users access and use the TSC Platform, the following terms apply and will prevail with any conflicting terms in the Agreement.

10.1. TSC CONTENT. SupplyShift is providing Supplier and its Users with a subscription to a service that includes one or more digital toolkits consisting of product category-specific questionnaires and reporting templates, product category specific scoring algorithms, and product category-specific catalogs of sustainability hotspots, stakeholder concerns and improvement opportunities (the **"TSC Subscribed Content"**), under license from The Sustainability Consortium. Supplier, for itself and on behalf of its Users, acknowledges and agrees that its access to and use of the TSC Subscribed Content is subject to these terms and conditions (**"TSC Terms"**).

10.2. LICENSE; INTELLECTUAL PROPERTY OWNERSHIP. SupplyShift grants to Supplier a limited, personal, non-transferable, non-exclusive, non-sublicensable right and license to access and use the TSC Subscribed Content solely for the purpose of collecting, reporting and/or reviewing, via the TSC Platform, sustainability data with respect to Supplier's consumer products to which the TSC Subscribed Content relates. The Arizona Board of Regents, acting for and on behalf of Arizona State University, and the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville, as joint administrators of The Sustainability Consortium (collectively, **"TSC"**) own all right, title and interest in and to the TSC Subscribed Content, including without limitation, all intellectual property rights. The TSC Subscribed Content is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. All rights not expressly granted in these terms are reserved. Supplier may not sell, lease, sublicense, rent, loan, transfer, publish, publicly display, provide unauthorized access to, create derivative works from, modify or otherwise make unauthorized use of the TSC Subscribed Content. Supplier may copy and/or distribute the TSC Subscribed Content for its own internal business purposes but only to the limited extent reasonably necessary for Supplier to collect and/or report its

relevant product sustainability data in connection with the TSC Platform. In connection with the collection of data relating to its products, Supplier may copy and provide relevant questions contained in a questionnaire to its upstream supplier(s) for response. Supplier may also use the information contained in the TSC Subscribed Content to improve the sustainability of Supplier's product(s).

10.3. RESTRICTIONS. In addition to the foregoing, Supplier may not: (1) use the TSC Subscribed Content for any commercial or non-personal use not expressly permitted herein, or in any manner that violates these terms or any applicable law, regulation, treaty, policy or procedure, or any third-party rights; (2) use the TSC Subscribed Content after Supplier's subscription or this TSC Terms has been terminated; (3) remove, alter, delete, or destroy any intellectual property, confidentiality or other proprietary notices placed on or within the TSC Subscribed Content; (4) disable, interfere with or compromise any security or other digital rights protection measures contained or incorporated in, or associated with, the TSC Subscribed Content; (5) use the TSC Subscribed Content in contravention of any specifications or instructions of SupplyShift with respect thereto; (6) use the TSC Subscribed Content for any unlawful purpose or in violation of the rights of any third party; or (7) permit, enable or assist any other person or entity in doing anything restricted or prohibited by this TSC Terms.

10.4. CONSENT TO COLLECTION, STORAGE, DISCLOSURE AND USE OF INFORMATION. To the extent Supplier elects to provide Supplier Data about its products using the questionnaires incorporated in the TSC Subscribed Content via the TSC Platform, in addition to the provision of Section 1.2 of the Agreement, Supplier hereby authorizes SupplyShift to disclose and provide to TSC Supplier business/contact information, raw KPI response data, information concerning other suppliers or buyers to whom such KPI response data has been provided, as well as all other business data inputted or used as part of the Buyer's use of the TSC KPIs (e.g. sector, geography/region, revenue/turnover, and Meta-data and derivative results based on the Supplier's KPI response data (e.g. ranking, scores, which other supplier the data has been shared with)) ("**User Platform Data**") for the following uses and purposes: (a) for TSC's own internal use in evaluating and improving the TSC Subscribed Content, (b) for further research, educational, and scholarly purposes in advancing its mission with regard to consumer product sustainability, (c) for its use in combining such product information with other information, data or content obtained, discovered or developed by The Sustainability Consortium, regardless of the source, to create aggregated content concerning issues of consumer product sustainability ("**TSC Aggregated Content**"); and for its use in contacting User concerning the User Platform Data or to request any additional consents from User that TSC may require. Supplier further grants TSC a non-exclusive, perpetual, fully paid up, irrevocable, worldwide, royalty-free license to (i) use, reproduce, display, distribute, disclose, and create derivative works of TSC Aggregated Content, and (ii) to commercially use, reproduce, display, distribute, perform, disclose, create derivative works of, make, have made, sell, offer to sell, or otherwise dispose of the TSC Aggregated Content in any manner and via any media TSC chooses (including the right to sublicense any of the foregoing). Except as expressly authorized by the Supplier, TSC will not disclose the Supplier's identity or any User Platform Data that would identify the Supplier or its Users. Supplier further authorizes SupplyShift to disclose to TSC such of Supplier's User Data, including without limitation any personally identifying data, as is contractually required for SupplyShift to comply with its payment and reporting obligations to TSC. Supplier acknowledges, agrees and consents that SupplyShift's transfer to TSC of User Platform Data, including without limitation any personally identifying data, as authorized by Supplier above, will involve the transfer of such data to TSC in the United States of America.

10.5. DISCLAIMER OF WARRANTIES. THE TSC SUBSCRIBED CONTENT IS PROVIDED TO CUSTOMER "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SUPPLYSHIFT AND TSC EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER

PROPRIETARY RIGHTS, IMPLIED INDEMNIFICATION FROM INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS, WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE TSC SUBSCRIBED CONTENT, AND ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION THEREWITH. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO CERTAIN OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO SUPPLIER AND SUPPLIER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. ONLY IN SUCH A CASE, THE DURATION OF ANY APPLICABLE IMPLIED WARRANTY IS LIMITED TO THIRTY (30) DAYS FROM THE DATE ON WHICH SUPPLIER FIRST STARTED TO USE THE TSC SUBSCRIBED CONTENT.

10.6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SUPPLYSHIFT, TSC, THEIR RESPECTIVE SUCCESSORS, PARENT COMPANIES, AFFILIATES AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSORS OR ANY OTHER THIRD-PARTY PARTNERS, PROVIDERS OR SOURCES OF INFORMATION AND TECHNOLOGY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF GOODWILL, LOST PROFITS, LOSS OF DATA OR INFORMATION, UNAUTHORIZED ACCESS TO AND/OR LOSS OF YOUR DATA OR ADDITIONAL INFORMATION, OR ANY AND ALL OTHER INJURY, DAMAGE AND LOSS, ARISING OUT OF OR IN CONNECTION WITH THE TSC SUBSCRIBED CONTENT, OR CUSTOMER'S USE OF ANY OF THE TSC SUBSCRIBED CONTENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS HEREUNDER THAT LIMIT LIABILITY, DISCLAIM WARRANTIES AND EXCLUDE CONSEQUENTIAL OR OTHER DAMAGES OR REMEDIES ARE ESSENTIAL TERMS OF THE AGREEMENT, ARE FUNDAMENTAL TO THE PARTIES' UNDERSTANDING OF ALLOCATION OF RISK, AND ALL THESE PROVISIONS ALSO ARE MADE ON BEHALF OF THIRD-PARTY DISTRIBUTORS AUTHORIZED BY SUPPLYSHIFT TO DISTRIBUTE ALL OR PART OF THE TSC SUBSCRIBED CONTENT AND WILL INURE TO THEIR BENEFIT. ACCORDINGLY, SUCH PROVISIONS WILL REMAIN SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS, FULLY VALID, EFFECTIVE AND ENFORCEABLE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR DIRECT DAMAGES, SO IN SUCH A CASE, CERTAIN OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO SUPPLIER.

10.7. TERM; RENEWAL AND TERMINATION. These TSC Terms will be effective as of the date of Supplier's acceptance and will remain effective unless earlier terminated in accordance herewith ("Term"). These TSC Terms may be terminated or renewed in accordance with the Agreement. The termination of the Agreement results in the immediate termination of these TSC Terms. Immediately and without notice, SupplyShift may terminate and/or disable Supplier's or any User's access to and use of the TSC Subscribed Content if Supplier or its Users fail to comply with the Agreement and/or these TSC Terms. Upon expiration or termination of these TSC Terms for any reason, (i) all rights Supplier has to access and use the TSC Subscribed Content will terminate and (ii) Supplier will immediately cease all use of the TSC Subscribed Content. Neither SupplyShift nor TSC will be liable for any damages or loss caused by termination of this TSC Terms.

10.8. THIRD PARTY BENEFICIARY. User agrees that TSC is a third party beneficiary of this TSC Terms as applied to the TSC Subscribed Content and has all rights to enforce it as though TSC were a party.