

JAGGAER LLC
SUPPLIER ACCESS TERMS OF SERVICE

EFFECTIVE DATE: 27 March 2020

These Supplier Access Terms of Service ("**Supplier Terms**") describe the terms and conditions applicable to access to and use of the Solutions (as defined in Section 1 below) made available by JAGGAER LLC ("**JAGGAER**" or "we") for an organization that wishes to connect with its customers that use the Solutions.

Your access to and use of the Solutions is subject to your compliance with these Supplier Terms.

WHEN YOU USE THE SOLUTIONS ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT TO JAGGAER THAT YOU ARE AUTHORIZED TO AGREE TO THESE SUPPLIER TERMS FOR YOUR ORGANIZATION.

IF YOU DO NOT AGREE WITH THESE SUPPLIER TERMS, THEN DO NOT USE THE SOLUTIONS.

1. DEFINITIONS

In these Supplier Terms:

- "**Customer**" means the legal or natural person that enters into a separate written agreement with JAGGAER for access to and use of the Solutions.
- "**JAGGAER Information**" means information, graphics, artwork, text, photographs, video, audio, trademark, logo and other content (but not Supplier Data) displayed and/or otherwise contained in the Solutions, including information about the processing capabilities of the Solutions, the technology or interface features of the Solutions and the notices and updates sent by JAGGAER to you.
- "**Solutions**" means the software-as-a-service applications and related services that JAGGAER makes available to Customers. When we refer to Solutions in these Supplier Terms, we mean the specific Solution in which a Supplier enrolls and/or uses in order to connect with a Customer.
- "**Supplier**" means the legal or natural person that wishes to connect with Customers.
- "**Supplier Data**" means the company or organizational name of the Supplier and the registration information, transactions, sales and other information you enter into the Solutions, including personal data.
- "**Supplier User**" means an employee, contractor or other representative authorized by Supplier to access and use the Solutions. If you are a Supplier who

is a natural person (and not a representative of Supplier that is a legal entity), then you also are a Supplier User. References to “you” in these Supplier Terms mean you as a Supplier User unless context indicates otherwise.

2. HOW THESE SUPPLIER TERMS APPLY

These Supplier Terms apply to Suppliers’ access to and use of the Solutions.

Additional terms and conditions may apply to certain features of the Solutions. When presented to you, you must agree to the additional terms before using the features to which they apply. These Supplier Terms and the additional terms will apply equally unless an additional term is irrevocably inconsistent with these Supplier Terms, in which case the additional term will prevail but solely to the extent of the inconsistency.

3. CHANGES TO SUPPLIER TERMS

The Effective Date of these Supplier Terms is set forth at the top of this webpage. As we add new features to the Solutions, we may modify these Supplier Terms. When we modify these Supplier Terms, we will update the Effective Date and, when reasonably possible, we also will provide you with advance written notice of our changes. We will not make changes that have a material retroactive effect on your legal rights unless we notify you. Your continued use of the Solutions after the Effective Date constitutes your acceptance of the amended Supplier Terms. The amended Supplier Terms supersede all previous versions of or agreements, notices or statements of or about the Supplier Terms. Any change to the dispute resolution provision will not apply to any dispute for which we have actual notice before the date on which the change is posted.

4. PRIVACY

Please review our Services Privacy Policy at: <https://www.jaggaer.com/service-privacy-policy/> to learn about the information that we collect from or about you when you use the Solutions and how we process it. We reserve the right at all times to disclose information as we deem necessary to defend our legal rights, satisfy applicable law or respond to a government regulator’s request.

5. USE OF THE SOLUTIONS

Subject to these Supplier Terms, JAGGAER grants you a personal, revocable, non-exclusive, non-transferable, limited right to access and use the Solutions and JAGGAER Information. JAGGAER reserves the right to view, monitor and record activity in the Solutions to the fullest extent permitted by applicable law and in accordance with our Services Privacy Policy.

The Solutions and JAGGAER Information are owned by JAGGAER or its licensors and protected under both U.S. and foreign copyright, trademark and other laws.

These Supplier Terms and your use of the Solutions grant you only the limited rights described in these Supplier Terms. Nothing contained in these Supplier Terms grants by implication, estoppel or otherwise, any license or right in or to JAGGAER’s trademarks, logos or service marks, patents, trade secrets or other intellectual property embodied in

the Solutions or JAGGAER Information. The foregoing does not apply to your ownership of Supplier Data and does not impose any use restriction on you as to your use of Supplier Data.

All use of the Solutions is limited to your internal business purposes. You acknowledge that no implied licenses are granted under these Supplier Terms. JAGGAER reserves all rights that are not expressly granted in these Supplier Terms.

JAGGAER has the discretion to terminate your access to the Solutions (in addition to any other available remedies) without notice if JAGGAER has a reasonable basis to believe that you are using the Solutions or JAGGAER Information in violation of these Supplier Terms.

Your Account. If you create an account through the Solutions, you agree to (i) provide true, accurate, current and complete information, (ii) maintain that information as accurate, current and complete and (iii) protect the confidentiality and security of your account credentials. You are responsible for all activities that occur through your account using your account credentials. If you suspect or detect unauthorized activity through your account, please immediately notify us at: <https://www.jaggaer.com/service-support/supplier-support/>

By creating an account, you acknowledge that your registration information will become part of JAGGAER's supplier database and that all Customers may be made aware that you are a Supplier.

You may have access through your account or otherwise to certain information about other Suppliers. As between JAGGAER and you, this information about Suppliers, Supplier Users and other users is JAGGAER Information.

You understand and agree that JAGGAER has no responsibility for and does not control or endorse this information uploaded by Customers and other Suppliers.

You agree to use information that you access through the Solutions in strict accordance with these Supplier Terms.

Your Responsibilities. You are solely responsible for any and all charges, fees and other costs related to your use of the Solutions. If you access and use the Solutions on your smartphone, tablet or other mobile device, you agree that you are solely responsible for all charges that you incur from your Internet or mobile service provider.

You agree not to knowingly: (i) interfere with or attempt to interfere with the proper working of the Solutions; (ii) post or transmit to the Solutions any unlawful, fraudulent, harassing, libelous, or obscene Supplier Data; (iii) post or input to the Solutions any Supplier Data that contains a virus, bug, cancelbot, worm, Trojan Horse or other harmful item; (iv) publish, perform, distribute, prepare derivative works, copy, or reverse engineer (except to the limited extent that applicable law prohibits a restriction on reverse engineering) the

Solutions; or (v) take any action which imposes an unreasonable or disproportionately large load on the Solutions. Since most content in the Solutions will be sent to the Solutions by third parties or you, you also understand that JAGGAER cannot and does not guarantee that such content will be free of infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties. JAGGAER agrees to not knowingly post or send to the Solutions any files created by JAGGAER that contain a virus, bug, cancelbot, worm, Trojan Horse or other harmful item. You understand that JAGGAER does not and cannot guarantee or warrant that files or software of any kind or from any source through the Solutions are or will be free of infection, viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties.

You agree not to disclose JAGGAER Information to third parties or use JAGGAER Information except as needed to access and use the Solutions. You understand that JAGGAER Information is proprietary and confidential information of JAGGAER. Restrictions on disclosure or usage of JAGGAER Information do not apply to information that (i) is already known Supplier prior to disclosure by JAGGAER; (ii) is or becomes a matter of public knowledge through no fault of Supplier; (iii) is rightfully received from a third party without a duty of confidentiality; (iv) is independently developed by Supplier without reference to JAGGAER Information; (v) is disclosed under operation of law (e.g., in response to a subpoena, governmental or regulatory request); or (vi) is disclosed by Supplier with JAGGAER's prior written approval.

You are responsible for confirming the accuracy of any data you send to or receive from the Solutions, and for maintaining a means external to the Solutions for the reconstruction of lost data.

Supplier Data.

You agree that JAGGAER has no responsibility for and does not control or endorse Supplier Data. You agree to indemnify and hold harmless JAGGAER from any and all claims, losses, liabilities and damages relating to Supplier Data.

JAGGAER understands the sensitive nature of Supplier Data and agrees to use reasonable and appropriate technical and organizational safeguards to protect Supplier Data from unauthorized use. JAGGAER's processing of the personal data that is Supplier Data is subject to the Services Privacy Policy, which is incorporated into these Supplier Terms.

JAGGAER will use Supplier Data as needed to facilitate, track and analyze use of the Solutions, address data security, detect and prevent fraud, protect data integrity, respond to requests of government authorities, perform and distribute aggregated analytics and otherwise to perform services under these Supplier Terms.

6. LINKS TO OTHER WEBSITES AND SERVICES

The Solutions may contain links to third-party websites and services operated by third parties (collectively, "**Linked Services**"). The inclusion of a link does not imply

endorsement by JAGGAER of the Linked Services or any association with the operators of the Linked Services. JAGGAER does not investigate, verify or monitor the Linked Services. JAGGAER provides links to Linked Services for your convenience only. JAGGAER is not responsible for Linked Services or for any information on or available from or through Linked Services. You access Linked Services at your own risk.

7. TERMS APPLICABLE TO MOBILE APPS

If you choose to use any of our mobile applications ("**Mobile Apps**"), then JAGGAER grants you a limited, non-exclusive and nontransferable license to download, install and use the Mobile App for your personal, non-commercial use on a mobile device that you own or control.

You acknowledge and agree that our Mobile Apps are provided under license, not sold to you. You do not acquire any ownership interest in any of our Mobile Apps under these Supplier Terms or any other rights other than to use a Mobile App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Supplier Terms. JAGGAER and its suppliers reserve and retain their entire right, title and interest in and to each Mobile App, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Supplier Terms.

We may from time to time develop and provide updates to a Mobile App, which may include upgrades, error corrections or new features (collectively, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that JAGGAER has no obligation to provide Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the Internet either the Mobile App will automatically download and install all available updates or you may receive notice of or be prompted to download and install available updates. You agree to download and install all Updates and acknowledge and agree that a Mobile App may not properly operate if you do not. All Updates are deemed part of the Mobile App and subject to all terms and conditions of these Supplier Terms.

If you download the Mobile App from a third-party app store, such as Google Play or The App Store ("**App Platform**"), you acknowledge and agree that:

- These Supplier Terms are an agreement between us and not with the App Platform. As between JAGGAER and the App Platform, JAGGAER is solely responsible for the Mobile Apps.
- The App Platform has no obligation to provide any maintenance and support services with respect to the Mobile Apps.
- In the event of any failure of the Mobile Apps to conform to any applicable warranty, (i) you may notify the App Platform and the App Platform may refund the purchase price for the Mobile Apps to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Platform will have no other warranty obligation whatsoever with respect to the Mobile Apps and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any

warranty is, as between JAGGAER and the App Platform, JAGGAER's responsibility.

- The App Platform is not responsible for addressing any claims you have relating to the Mobile Apps or your possession and use of the Mobile Apps.
- If a third party claims that a Mobile App infringes another party's intellectual property rights, as between the App Platform and JAGGAER, JAGGAER is responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Supplier Terms of Service.
- The App Platform and its subsidiaries are third-party beneficiaries of these Supplier Terms as it relates to your license to the Mobile Apps. Upon your acceptance of the terms and conditions of these Supplier Terms, the App Platform will have the right (and will be deemed to have accepted the right) to enforce these Supplier Terms as related to your license of the Mobile Apps against you as a third-party beneficiary thereof.
- You must also comply with all applicable third-party terms when using the Mobile Apps.

8. TERMINATION

By you. You may terminate these Supplier Terms (along with your use of the Solutions) at any time, for any reason, by notifying JAGGAER in writing. If you are dissatisfied with the Solutions or with any term, condition, rule, policy, guideline or practice of JAGGAER in operating the Solutions, your sole and exclusive remedy is to discontinue using the Solutions. If you have pre-paid fees to JAGGAER, you will not receive any refund.

Termination or Suspension for Breach. If you fail to perform any material obligation under these Supplier Terms or another contract with JAGGAER (either being a breach), and you do not cure such breach within thirty (30) calendar days after receipt of notice of such breach, JAGGAER may terminate these Supplier Terms or suspend your use of the Solutions. In addition to any other termination right set forth in these Supplier Terms, JAGGAER may terminate the Supplier Terms immediately (i) if you are or become the subject of a bankruptcy proceeding, insolvency, liquidation or similar proceedings, or (ii) to comply with laws applicable to JAGGAER for lawful operation of the Solutions. In case of termination or suspension under this section, if you have prepaid fees, JAGGAER's only liability to you will be to refund a pro-rata portion of the fees. If you use the Solutions for illegal, fraudulent or abusive purpose, such use may be referred to law enforcement authorities without notice to you. If JAGGAER suspends your use of the Solutions or terminates these Supplier Terms, JAGGAER may communicate such suspension or termination, and the reason therefor, to the organizations with which you have transacted through the Solutions, so that the organizations are informed that further attempts to transact with you via the Solutions are not possible until your account is reactivated.

9. SOLUTIONS FEES

If fees apply to your use of the Solutions, JAGGAER will collect information relating to billing you. JAGGAER will use and store the billing data as necessary to perform under these Supplier Terms (including disclosing to third parties processing the billing for JAGGAER) and for record keeping, internal reporting and support purposes, as required by law or court order or to defend JAGGAER's rights in a legal dispute. JAGGAER may provide the Customer with basic account payment status information with regard to fees due by you, such as invoice number, date of invoice, subscription level and fees.

Supplier agrees to pay any applicable taxes, VAT, withholding tax, and other government-imposed payments (other than taxes based on JAGGAER's net income) ("**Taxes**"). All valid direct pay permits or tax exemption certificates must be provided upon registration.

10. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY

JAGGAER warrants that JAGGAER has validly entered into these Supplier Terms and has the legal power to do so. You warrant that you have validly entered into these Supplier Terms and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SOLUTIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

JAGGAER specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. JAGGAER does not warrant that (a) the Solutions will meet your requirements, (b) operation of the Solutions will be uninterrupted or virus- or error-free or (c) errors will be corrected. Any oral or written advice provided by JAGGAER or its authorized agents does not and will not create any warranty. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Your use of the Solutions is at your own risk.

YOU AGREE THAT JAGGAER IS NOT LIABLE FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN ANY WAY IN CONNECTION WITH THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF JAGGAER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The disclaimers and limitations in this Section 10 do not purport to limit liability or alter any right that cannot be excluded under applicable law.

JAGGAER'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES ARISING FROM YOUR USE OF THE SOLUTIONS IS LIMITED TO THE GREATER OF THE AMOUNT YOU PAID FOR USE OF THE SOLUTIONS AND ONE HUNDRED DOLLARS (\$100).

You acknowledge and agree that the above limitations of liability together with the other provisions in these Supplier Terms that limit liability are essential terms and that JAGGAER would not grant you the rights set forth in these Supplier Terms but for your agreement to the above limitations of liability.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

11. INDEMNIFICATION

Supplier Indemnity. You agree to indemnify and defend JAGGAER and its directors, officers, employees and agents from and against all claims, liabilities, damages, expenses, costs of defense and reasonable attorneys' fees brought against JAGGAER by any third party arising from your Submissions or use of the Solutions in violation of these Supplier Terms or applicable law. JAGGAER reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder. No settlement that affects the rights or obligations of JAGGAER may be made without JAGGAER's prior written approval.

JAGGAER Indemnity. JAGGAER agrees, at its own expense, to defend, indemnify, and hold you harmless from (or at JAGGAER's option, settle) any claim instituted by a third party and asserted against you that the Solutions when used in accordance with JAGGAER's Solutions documentation infringe any United States copyright, trade secret, or other proprietary right of a third party ("**IP Claim**"), provided that you: (a) promptly notify JAGGAER in writing of any such IP Claim; (b) permit JAGGAER to control and direct the investigation, preparation, defense and settlement of the IP Claim; and (c) assist and fully cooperate in the defense of same. JAGGAER agrees to pay any final award of damages assessed against you resulting from such IP Claim, including awarded costs and attorneys' fees, or any settlement amount agreed to by JAGGAER in writing. JAGGAER will not be responsible for any settlement it does not approve in writing prior to such settlement.

Following notice of an IP Claim or any fact which may give rise to such IP Claim, JAGGAER may, in its sole discretion and at its option, (x) procure for you the right to continue to use the Solutions, (y) replace the Solutions, or (z) modify the Solutions to make it non-infringing. If JAGGAER determines that it is not commercially reasonable to perform any of these alternatives, JAGGAER shall have the option to terminate these Supplier Terms and refund a pro-rata portion of pre-paid fees (if any).

In no event will JAGGAER have any obligation or any liability for any claim or action if the IP Claim is caused by, or results from your combination or use of the Solutions with non-JAGGAER software or equipment, if such IP Claim would have been avoided by the non-combined or independent use of the Solutions.

THE FOREGOING STATES JAGGAER'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR ALLEGATIONS THEREOF.

12. GOVERNING LAW; DISPUTE RESOLUTION

All matters related to the Solutions are governed by the laws of the State of North Carolina, United States, as such laws apply to agreements made and performed therein (without giving effect to the principles of conflicts of laws).

YOU AND JAGGAER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

European Union Residents: you may have the right to submit a complaint through <http://ec.europa.eu/consumers/odr> if you are an individual consumer who cannot resolve a dispute with JAGGAER.

The United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

13. ELECTRONIC CONTRACTING

Your affirmative act of using the Solutions constitutes your electronic signature to these Supplier Terms and your consent to enter into agreements with us electronically.

14. GEOGRAPHIC RESTRICTIONS

The Solutions are controlled, operated and administered by JAGGAER from its various offices. The Solutions are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law. JAGGAER does not in any manner warrant or represent that the Solutions, including any content contained thereon, are appropriate or available for use in any particular location. If you choose to access the Solutions, you are responsible for compliance with all applicable laws.

U.S. export control laws may apply to certain Solutions. You understand and agree that you shall not and shall not permit any third party to, directly or indirectly, export, re-export or release any part of the Solutions to, or make the Solutions accessible from, any jurisdiction to which export, re-export or release is prohibited by law.

15. CLAIMS OF COPYRIGHT INFRINGEMENT

We respond to notices of alleged infringement as required by the U.S. Digital Millennium Copyright Act (“**DMCA**”) or any other similar applicable law, including by removing or disabling access to material claimed to be the subject of infringing activity. If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights otherwise have been violated in or through the Solutions please send your claim or notice of infringement to our copyright agent at:

By mail: JAGGAER, LLC
3020 Carrington Mill Blvd, Suite 100
Morrisville, NC 27560
Attn: Legal Department

By telephone: +1 (919) 659-2100

By email: legal@jaggaer.com

Our copyright agent will only respond to notices and inquiries that comply with the requirements of the DMCA. Please see www.copyright.gov for more information.

Upon receipt of notification complying with the DMCA, JAGGAER will take steps to remove or disable access to any infringing material and remove or disable access to any link to infringing material. Notifications must include ALL of the following:

- i. a physical or electronic signature of the persons authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- ii. a description of the copyrighted work that you claim has been infringed;
- iii. a description of where in the Solutions the material that you claim is infringing is located;
- iv. contact information reasonably sufficient to permit JAGGAER to contact you;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- vi. a statement by you, made under penalty of perjury, that the information in your notification to JAGGAER is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

16. MISCELLANEOUS

- a. These Supplier Terms (including our Services Privacy Policy <https://www.jaggaer.com/service-privacy-policy/>) contain the entire understanding by and between JAGGAER and you with respect to the Solutions and matters contained herein.
- b. These Supplier Terms inure to the benefit of and are binding on our and your successors and assigns, respectively.
- c. JAGGAER may assign these Supplier Terms to a successor in interest (in whole or in part) but you may not assign the Terms without the prior express written consent of JAGGAER.

- d. If any provision of these Supplier Terms is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision was not used.
- e. If JAGGAER fails or you fail to perform any obligation under these Supplier Terms and the other party does not enforce such obligation, the failure to enforce on any occasion will not constitute a waiver of any obligation and will not prevent enforcement on any other occasion.
- f. Nothing contained in these Supplier Terms creates a relationship or partnership, joint venture or agency between JAGGAER and you.
- g. If JAGGAER is or you are prevented from performing or unable to perform any obligation under these Supplier Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such cause.
- h. Headings and captions are for convenience only.

QUESTIONS AND FEEDBACK

If you have questions or feedback about these Supplier Terms, please contact us at:

By mail: JAGGAER, LLC
3020 Carrington Mill Blvd, Suite 100
Morrisville, NC 27560
Attn: Legal Department

By telephone: +1 (919) 659-2100

By email: legal@jaggaer.com

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