SUPPLIER.IO, INC.
MASTER SERVICES AGREEMNT (MSA) & SOFTWARE-AS-A-SERVICE (SAAS) AND DATA SERVICES TERMS AND CONDITIONS

This Master Services Agreement (MSA) & Software-as-a-Service (SAAS) and Data Services Terms and Conditions ("Agreement") is made on the Effective Date set forth below between **QURIUM SOLUTIONS INC** doing business as **SUPPLIER.IO, Inc**., an Illinois corporation with its principal place of business at 5 WESTBROOK CORPORATE CENTER, SUITE 920, WESTCHESTER, IL 60154 ("SUPPLIER.IO") and Customer. All references herein to this Agreement, unless otherwise specified, shall include the schedules and exhibits to this Agreement.

1. **Definitions**.

a. "Acceptable Use Policy" means SUPPLIER.IO's Acceptable Use Policy included as Schedule B.

b. "Affiliate" means any entity controlling, controlled by or under common control with Customer, where "control" means (i) a general partnership interest in a partnership; or (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors.

c. "Documentation" means the written and/or electronic release notes, implementation guides, or other published technical documentation about the applicable SaaS Product that is provided by SUPPLIER.IO to Customer together with access to the SaaS Product.

d. "License Term" means the term of the access rights granted for the SaaS Product, as identified in the relevant Order, starting when SUPPLIER.IO delivers to Customer the relevant credentials to access and use the SaaS Product.

e. "Order" means any purchase order, product schedule or ordering document between Customer and authorized reseller or between Customer and SUPPLIER.IO (if purchasing directly) that identifies the products and/or services licensed or sold and any applicable licensing parameters (e.g., the number of licenses).

f. "SaaS Product" means the supplier diversity management services made available by access to and use of software hosted by SUPPLIER.IO to which Customer has purchased a license under the relevant Order. g. Intentionally left blank

h. "Updates" means any correction, update, upgrade, patch, or other modification or addition made by SUPPLIER.IO to specific Software.

i. "Data Services" or "Data Product" means the supplier diversity data enrichment services made available by appending data elements from SUPPLIER.IO's database of small and diverse suppliers to a list of suppliers provided by Customer.

2. **Rights of Access and Use**.

a. Access and Use. Subject to the terms and conditions of this Agreement, during the applicable License Term, SUPPLIER.IO hereby grants to Customer a non-exclusive, non-transferable and non-sublicensable license for Customer to access and use the SaaS Product Customer may provide access to the SaaS Product to its and its Affiliates' employees, contractors, and other individual users to access and use the SaaS Products on its behalf and for its internal business purposes in compliance with this Agreement, provided Customer is responsible for all such users' actions that violate the terms of this Agreement, any breach by any such user is a breach by Customer. Customer agrees that its purchase of the SaaS Product is neither contingent upon the delivery of any future functionality or features nor dependent upon

any oral or written public comments made by SUPPLIER.IO with respect to future functionality or features.

3. **Use Restrictions; Customer Obligations**. As a condition of the license granted in Section 2, Customer shall not itself and shall not authorize or permit any third party to: (a) reverse engineer, decompile, decode, decrypt, disassemble, or attempt to derive any source code from the SaaS Product (except and only to the extent any foregoing restriction is prohibited by applicable law); (b) modify, adapt, or create any derivative works based on the SaaS Product; (c) distribute, sell, license, lease, transfer, or otherwise provide any SaaS Product to third parties except as expressly provided in this Agreement; (d) provide the SaaS Product as a service to unaffiliated third parties, including but not limited to on a service bureau, SaaS, or time-sharing basis; (e) unbundle any component of any SaaS Product; or (f) use the Documentation except for supporting Customer's authorized use of the SaaS Product; or (g) violate the Acceptable Use Policy. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of any SaaS Product and notify SUPPLIER.IO promptly of any such unauthorized access or use.

4. **Payment**; **Additional Licenses; Reporting**. Customer shall pay the fees for SUPPLIER.IO products and/or services as set forth in the applicable Order. If Customer is purchasing directly from SUPPLIER.IO, all fees shall be paid in U.S. dollars and are due within thirty (30) days of the invoice. Customer shall pay all applicable fees, insurance costs, and taxes, excluding taxes on SUPPLIER.IO's net income. If the actual number of registered users (as applicable) exceed the number of licenses purchased by Customer in the applicable Order, then Customer shall (a) immediately cease such excess usage or (b) purchase additional licenses to cover the excess usage. Fees for excess usage shall be based on SUPPLIER.IO's then-current price list or specified in the Order. Customer acknowledges that SUPPLIER.IO's delivery and support infrastructure may enable SUPPLIER.IO to access the user count for the SaaS Product. Upon written notice by SUPPLIER.IO, Customer shall certify in writing the number and type of registered devices or users.

5. **Confidentiality**.

a. Definition. "Confidential Information" means non-public information provided by one party ("Discloser") to the other ("Recipient") that is designated as confidential or reasonably should be considered as such, excluding information that (i) is or becomes public through no fault of the Recipient, (ii) was known to Recipient before the disclosure, (iii) is disclosed to Recipient by a third party without violation of any confidentiality restrictions, or (iv) is independently developed by the Recipient without access to or use of the Discloser's information. SUPPLIER.IO Confidential Information includes but is not limited to all SaaS Products (and any derivatives, performance data, benchmark results, security assessments, product roadmaps and any other technical information relating to the SaaS Products), Documentation and its derivatives, and SUPPLIER.IO's pricing. The terms and conditions of this Agreement are the Confidential Information of both parties.

b. Non-disclosure and Non-Use. The Recipient shall (i) only use the Confidential Information of the Discloser to exercise its rights and/or to perform under this Agreement, (ii) use the same degree of care to prevent unauthorized use and disclosure of Discloser's Confidential Information as it does for its own confidential information, but in no event less than reasonable care, and (iii) with respect to employees, contractors, or agents of Recipient, limit access to the Discloser's Confidential Information only to those employees, contractors, or agents who have a need to access such Confidential Information and who are subject to confidentiality obligations at least as restrictive as those specified in this Section 5. The Recipient may disclose the Discloser's Confidential Information to the extent required by any court, governmental body, or law or regulation, provided that, if legally permissible, Recipient shall provide prompt written notice to the Discloser of such disclosure. Upon written request of the Discloser, the Recipient shall return or destroy, at Discloser's option, the Discloser's Confidential Information.

6. **Ownership**.

SUPPLIER.IO and its suppliers own and retain all right, title, and (except as expressly licensed in this Agreement) interest in and to the SaaS Product and its derivative works. Customer is not obligated to provide SUPPLIER.IO with any suggestions or feedback about the products or services ("Feedback"). To the extent Customer does provide Feedback to SUPPLIER.IO, Customer assigns ownership of such Feedback to SUPPLIER.IO and SUPPLIER.IO may use and modify such Feedback without any restriction or payment.

7. **Indemnity**.

a. Indemnification by SUPPLIER.IO. SUPPLIER.IO shall at its cost and expense (i) defend or settle any claim brought against Customer and its directors, officers and employees ("Customer Indemnitee(s)") by an unaffiliated third party alleging that Customer's use of the SaaS Product infringes or violates that third party's intellectual property right(s), and (ii) pay, indemnify and hold Customer Indemnitees harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim.

b. Remedies. If a claim under Section 7.a occurs or in SUPPLIER.IO's opinion is reasonably likely to occur, SUPPLIER.IO may at its expense and sole discretion: (i) procure the right to allow Customer to continue using the applicable SaaS Product, (ii) modify or replace the applicable SaaS Product to become non-infringing, or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license to the affected portion of applicable SaaS Product and refund a portion of the pre-paid, unused license fees paid by Customer corresponding to such SaaS Product.

c. Exclusions. SUPPLIER.IO shall have no obligations under this Section 7 if the claim is based upon or arises out of: (i) any modification to the applicable SaaS Product not made by or at the direction of SUPPLIER.IO, (ii) any combination or use of the applicable SaaS Product with any third party equipment, products or systems, to the extent that such claim is based on such combination or use, (iii) Customer's continued use of the allegedly infringing technology after being notified of the infringement claim, (iv) Customer's failure to use Updates made available by SUPPLIER.IO, (v) Customer's failure to use the SaaS Product in accordance with the applicable Documentation, and/or (vi) use of the SaaS Product outside the scope of the license granted under this Agreement. This Section 7 constitutes Customer's sole and exclusive remedies, and SUPPLIER.IO's entire liability, with respect to infringement of third party intellectual property rights.

d. Indemnification by Customer. Customer shall at its cost and expense (i) defend or settle any claim brought against SUPPLIER.IO and its directors, officers and employees ("SUPPLIER.IO Indemnitee(s)") by an unaffiliated third party alleging that the Customer Data infringes or violates a third party's intellectual property or privacy right(s), and (ii) pay, indemnify and hold SUPPLIER.IO Indemnitees harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim. "Customer Data" means any data originated by Customer or Customer Representatives that Customer or Customer Representatives submit to the SaaS Product.

e. Procedures. Each indemnitor's indemnification obligation is conditioned on the indemnitee: (i) giving the indemnitor prompt written notice of such claim, (ii) permitting the indemnitor to solely control and direct the defense or settlement of such claim, provided the indemnitor shall not settle any claim in a manner that requires the indemnitee to admit liability or pay money without the indemnitee's prior written consent, and (iii) providing the indemnitor all reasonable assistance in connection with the defense or settlement of such claim, at the indemnitor's cost and expense.

8. **Support and Maintenance Services**.

a. Support and Maintenance Services. Support and maintenance services shall be provided in accordance with the support and maintenance terms and conditions specified in Schedule A, attached hereto.

9. **Warranties**.

a. <u>SaaS Product</u>. SUPPLIER.IO represents and warrants to Customer that the SaaS Product materially conforms to the specifications specified in the relevant Documentation. Customer must notify SUPPLIER.IO of any warranty deficiencies within thirty (30) days from the provision of the deficient SaaS Product. Customer's sole and exclusive remedy and the entire liability of SUPPLIER.IO for SUPPLIER.IO's breach of this warranty will be for SUPPLIER.IO, at its option, to (i) repair such SaaS Product or (ii) terminate the applicable License Term and refund any prepaid, unused subscription fees paid to SUPPLIER.IO for the unused period of any such terminated License Term.

b. <u>Professional Services</u>. Customer may order professional services from SUPPLIER.IO. Such professional services shall be subject to the terms and conditions of this Agreement and mutually agreed-upon statement of work (if any). For ninety (90) days following the date of delivery of any professional service by SUPPLIER.IO to Customer, SUPPLIER.IO represents and warrants that such professional services shall be professional, workman-like and performed in a manner conforming to generally accepted industry standards and practices for similar services. Customer's sole and exclusive remedy and the entire liability of SUPPLIER.IO for SUPPLIER.IO's breach of this warranty will be for SUPPLIER.IO, at its option, to re-perform the non-conforming services or refund the fees paid for such non-conforming professional services.

c. <u>Data Services.</u> SUPPLIER.IO warrants to Customer that SUPPLIER.IO will use commercially reasonable efforts to deliver the Data Services in a timely manner. Because the Services involve conveying information provided to SUPPLIER.IO by other sources, SUPPLIER.IO cannot and will not be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases.

d. <u>Exclusions</u>. The express warranties do not apply if the applicable SaaS Product (i) has been modified, except by or at the direction of SUPPLIER.IO, (ii) has not been installed, used, or maintained in accordance with this Agreement and Documentation, (iii) has been subjected to misuse, negligence or accident, and/or (iv) is used with products or systems not specified in the Documentation. Additionally, these warranties only apply if notice of a warranty claim is provided within the applicable warranty period.

e. <u>Disclaimer</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 9, THE SAAS PRODUCT, THE DATA SERVICES, AND ALL OTHER SERVICES ARE PROVIDED "AS IS," AND SUPPLIER.IO PROVIDES NO OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SUPPLIER.IO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. **Term and Termination**.

a. This Agreement shall remain in effect for a period of thirty-six (36) months ("Initial Term") or until terminated by either Party in accordance with the provisions in Section 10(b). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive periods equal in length to the initial term ("Renewal Terms") unless notice of non-renewal is given at least sixty (60) days prior to the start of any Renewal Term. Supplier.io shall not increase the prices for services during the Initial term, but may thereafter change prices upon each Renewal Term by no more than 7% per year.

b. The access rights granted herein with respect to the SaaS Product shall remain effective until the License Term for the relevant SaaS Product expires or the license for the relevant SaaS Product is terminated. This Agreement shall remain effective until the earliest of termination in accordance with this Section 10, or expiration of the applicable License Term. If SUPPLIER.IO agrees to reinstate a lapsed subscription license, then the terms of this Agreement shall apply. Either party may terminate this

Agreement: (a) upon thirty (30) days' written notice of a material breach by the other party (or fifteen (15) business days in the case of a failure to pay), unless the breach is cured within the notice period, or (b) immediately, if the other party ceases to do business, becomes insolvent, or seeks protection under any bankruptcy or comparable proceedings. In addition, the parties may terminate this Agreement by mutual written consent. All other licenses terminate upon expiration or termination of this Agreement. In addition, Sections 1, 3-7, and 9-12, and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason. For ninety (90) days after the expiration or termination of this Agreement, upon Customer's request, SUPPLIER.IO shall permit Customer to access the SaaS Product solely to the extent necessary for Customer to retrieve data uploaded to such SaaS Product by Customer. After such 90-day period, SUPPLIER.IO may delete all Customer Data in SUPPLIER.IO's possession or control.

11. **Limitation of Liabilities**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY BREACHES OF OR FOR LIABILITY ARISING OUT OF SECTION 3 (RESTRICTIONS), 5 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (a) ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE, OR (b) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAYABLE TO SUPPLIER.IO FOR THE RELEVANT SAAS PRODUCT, DATA PRODUCT, OR PROFESSIONAL SERVICES DURING THE TWELVE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.

12. **General**.

a. <u>Export/Import</u>. The SaaS Product and Documentation may be subject to U.S. and foreign import and export control laws and regulations. Customer agrees to comply with all such regulations applicable to Customer, including obtaining applicable import licenses.

b. <u>U.S. Government End Users</u>. The SaaS Product and Documentation are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R.227.7202-1 through 227.729204, the SaaS Product and Documentation are being licensed to U.S. Government end users only as "commercial items" and with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

c. <u>In-Licensed Materials and Open Source</u>. The SaaS Product may contain or may operate with software services or other technology that is not owned by SUPPLIER.IO but has been licensed to SUPPLIER.IO by a third party and is necessary for the normal operation of the SaaS Product ("In-Licensed Materials") or that is available under open source or free software licenses. To the extent SUPPLIER.IO uses open source software in the SaaS Product, the terms and restrictions set forth herein shall not prevent or restrict Customer from exercising additional or different rights to such open source software in accordance with the applicable open source licenses.

d. <u>Governing Law and Jurisdiction</u>. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Cook County, Illinois, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

e. Assignment. Neither party may assign this Agreement without prior written consent of the other party, provided however either party may do so to a successor-in-interest pursuant to a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section 12.e shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

f. Data Communications. SUPPLIER.IO shall only collect, access, use, store, safeguard, disclose and transfer ("Process") Personal Information (i) for the purposes of this Agreement, including without limitation, to implement and deliver the SaaS Product and its features and associated services, provide Customer support, and help Customer prevent or address service or technical problems, (ii) as otherwise expressly permitted by Customer in writing, or (iii) as compelled by law. Customer shall make such disclosures, obtain such consents, and provide such access, choices and other applicable rights to individual users with regard to the Processing of Personal Information as are required under applicable law, rules or regulations. "Personal Information" means any information relating to an identified or identifiable individual user that is obtained by or communicated to SUPPLIER.IO by Customer in performance by SUPPLIER.IO of its obligations under this Agreement. SUPPLIER.IO collects, analyzes, and uses aggregated, de-identified technical data and related information (such as product or feature usage, device metrics/metadata and/or mobile application usage) to facilitate market research, product development/improvement and to provide support and maintenance services. SUPPLIER.IO may use, store, or disclose such information or material derived from such information, as long as it is in a form that does not identify or is not attributable to any individual.

g. Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting SUPPLIER.IO's or its suppliers' intellectual property rights in the SaaS Product or either party's Confidential Information may cause irreparable injury to such party for which monetary damages would be an inadequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have under this Agreement or at law.

h. Publicity. SUPPLIER.IO may publicly disclose that Customer is a customer of SUPPLIER.IO and a licensee of the SaaS Product, including in a list of SUPPLIER.IO customers and other promotional materials.

i. Independent Contractor. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

j. Customer Affiliates. An Affiliate may purchase SUPPLIER.IO products and/or services either by executing a participation agreement with SUPPLIER.IO or through SUPPLIER.IO's acceptance of an Order issued by such Affiliate or Authorized Reseller (as applicable). Upon execution of a participation agreement by Affiliate or, if the Affiliate issues a purchase order referring to this Section 12.j, that is accepted by SUPPLIER.IO, such Affiliate shall be deemed to have purchased such products and/or services hereunder, and such Affiliate shall be bound by and shall comply with the terms and conditions of this Agreement as a "Customer" under the Agreement.

k. Waiver & Severability; Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

l. Notices. Except as otherwise provided in this Agreement, all legal notices to Customer will be given in writing to any Customer address listed on the applicable Order. All legal notices to SUPPLIER.IO will be given in writing to: SUPPLIER.IO, Inc., 4422 N Ravenswood Ave, Chicago, IL, 60640, Attention: General Counsel. Such notices will be effective (a) when personally delivered, (b) on the reported delivery date if sent by a recognized international or overnight courier, or (c) five business days after being sent by

registered or certified mail (or ten days for international mail). For clarity, purchase orders, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with SUPPLIER.IO and Customer's standard ordering procedures.

m. <u>Entire Agreement</u>. This Agreement consists of these terms and conditions, and the attached schedule(s), which are incorporated by reference. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and cancels all prior agreements, representations, communications, and understandings of the parties, written or oral, relating to such subject matter, and is not intended to confer upon any person other than the signatories below any rights or remedies. This Agreement prevails over any conflicting, or additional terms of any ordering document, acknowledgment, confirmation or other document issued by Customer before or after the execution of this Agreement unless such conflicting or additional terms have been introduced via an amendment and accepted in writing by both parties. The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement.

13. Authority to Sign.

Each party represents that (i) the person signing this Agreement or any Schedule has all right, power and authority to sign this Agreement or any Schedule on behalf of such party; (ii) it has full power and authority and all necessary authorizations to comply with the terms of this Agreement and to perform its obligations hereunder; and (iii) if it signs this Agreement or any Schedule with an electronic signature, it (a) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (b) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of this Agreement or any Schedule based on the fact that the terms were accepted with an electronic signature; and (c) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of this Agreement.

IN WITNESS WHEREOF, Customer and SUPPLIER.IO sign and deliver this Agreement as of the Effective Date set forth below.

QURIUM SOLUTIONS, INC.   _____

By: _____   By: _____
    Signature (Authorized Representative Only*)*   Signature (Authorized Representative Only*)*

Name: _____   Name: _____
       Print   Print

Title: _____   Title: _____

Effective Date: _____

1. Definitions.

a. "Designated Support Contact" means any Customer employee appointed by Customer who has been trained by SUPPLIER.IO to be a primary Customer contact with SUPPLIER.IO for support services.

b. "Incident" means when the SaaS Product does not seem to materially perform in accordance with the specifications specified in the relevant Documentation.

c. "Response" means when SUPPLIER.IO support personnel have (i) triaged the Incident, (ii) contacted Customer, and (iii) begun initial troubleshooting on the Incident.

2. Support Services.

a. Support and Trouble Tickets. During the License Term, SUPPLIER.IO shall use commercially reasonable efforts to provide support services to Customer, as described below. The Designated Support Contact may report Incidents to SUPPLIER.IO through SUPPLIER.IO's Support Portal (available at https://supplierio.freshdesk.com) or support telephone helpline, and thereafter, the parties may cooperate to address the Incidents via email, telephone or the Support Portal. SUPPLIER.IO shall provide Customer with a trouble ticket number that Customer can use to track the status of Incidents. SUPPLIER.IO may close the trouble ticket without further responsibility if Customer fails to respond to a request for additional information or to confirm that the trouble ticket is resolved within ten (10) days of SUPPLIER.IO's request or receipt of a patch or workaround (as applicable). Support services for the SaaS Product are available during business hours, which are 8 am-6 pm Central, Monday through Friday (excluding holidays).

b. Initial Response Times for Technical Support Issues. SUPPLIER.IO shall provide Responses for Incidents that have been properly reported through the Support Portal in accordance with the table below.

Severity Level	Description	Initial Response Time	Target Resolution Time
1	A severity one (1) issue is a catastrophic production problem which may severely impact Customer's production systems, or that causes Customer's production systems to go down or not function. There may be a loss of production data and no procedural work around exists.	2 hours	4 hours
2	A severity two (2) issue is an issue where Customer's production systems are functioning but does so in a severely reduced capacity. The situation causes a significant impact on portions of Customer's business operations and productivity. The systems are exposed to potential loss or interruption of service.	4 hours	8 hours
3	A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss. This issue impairs some	1 business day	2 business days

Severity Level	Description	Initial Response Time	Target Resolution Time
	operations but allows Customer to continue to function. This may be a minor issue with limited/no loss of functionality or impact to Customer's operation, and there is an easy circumvention or avoidance by the end user. This includes errors in Documentation.		
4	A severity four (4) issue is for a general usage question or recommendation for a future product enhancement or modification. There is no impact on the quality, performance or functionality of the product.	5 business days	5 business days, future release, or per agreed on timeframe.

b. Limitations. SUPPLIER.IO shall have no obligations under this Section 2: (i) if the Incident cannot be reproduced by SUPPLIER.IO, (ii) if the SaaS Product has been modified or repaired, except by or at the direction of SUPPLIER.IO, (iii) if the SaaS Product has not been installed, used or maintained in accordance with the Documentation, (iv) the SaaS Product is used on hardware, software or other equipment that deviates from SUPPLIER.IO's recommendations made in the then current Documentation, (v) Customer does not permit SUPPLIER.IO timely access to the logs or to perform remote troubleshooting sessions on the affected component, as reasonably requested by SUPPLIER.IO, and/or (vi) for information or data contained in, stored on or integrated, with any SaaS Product.

3. **Maintenance Services**. During the License Term, SUPPLIER.IO shall make available to Customer all Updates to the extent generally released to other SUPPLIER.IO customers that purchased the same services.

QURIUM SOLUTIONS, INC.
Schedule B: Acceptable Use Policy

This SUPPLIER.IO Acceptable Use Policy (this **"Policy"**) describes prohibited uses of the cloud-based services offered by SUPPLIER.IO, Inc. (the **"SaaS Products"**) to you (a **"Customer"**). The examples described in this Policy are not exhaustive. SUPPLIER.IO may modify this Policy at any time by posting a revised version. By accessing or using the SaaS Products, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, SUPPLIER.IO may suspend or terminate Customer's use of the SaaS Products.

No Illegal, Harmful, or Offensive Use or Content

Customer may not access, use, or authorize, encourage, promote, facilitate or help others to use, the SaaS Products for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include any activities that are illegal, that violate the rights of others, or that can be harmful to others, or SUPPLIER.IO's operations or reputation; content that infringes or misappropriates the intellectual property or proprietary rights of others; content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; or content or other computer technology that can damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, spyware or cancelbots.

No Security Violations

Customer may not use the SaaS Products to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a **"System"**). Prohibited activities include accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System; monitoring of data or traffic on a System without authorization; or forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

No Network Abuse

Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled; inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective; interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques; operating network services like open proxies, open mail relays, or open recursive domain name servers; or using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions, or to avoid incurring fees.

No E-Mail or Other Message Abuse

Customer must not access or use the SaaS Products to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not

collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

SUPPLIER.IO's Monitoring and Enforcement & Violations of this Policy

SUPPLIER.IO reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the SaaS Products. SUPPLIER.IO may investigate violations of this Policy or misuse of the SaaS Products; or remove, disable access to, or modify any content or resource that violates this Policy or any other agreement SUPPLIER.IO has with Customer for use of the SaaS Products.

SUPPLIER.IO may report any activity that SUPPLIER.IO suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. SUPPLIER.IO's reporting may include disclosing appropriate Customer information or content. SUPPLIER.IO also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

If Customer becomes aware of any violation of this Policy, Customer must immediately notify us and provide SUPPLIER.IO with assistance, as requested, to stop or remedy the violation.

CUSTOMER AGREES TO HOLD SUPPLIER.IO HARMLESS FROM AND AGAINST, AND WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY CLAIMS CUSTOMER MAY HAVE AGAINST SUPPLIER.IO RESULTING FROM ANY DISCLOSURE, INVESTIGATION OR ACT OR OMISSION OF SUPPLIER.IO IN THE COURSE OF CONDUCTING OR COOPERATING WITH AN INSPECTION AS DESCRIBED IN THIS POLICY.