Terms of Service

These Terms of Service, together with the material referenced herein (collectively, the "Agreement") is made on the Effective Date set forth below between **QURIUM SOLUTIONS INC** doing business as **SUPPLIER.IO**, an Illinois corporation with its principal place of business at 1 Mid America Plaza, 3rd Floor, Oakbrook Terrace, IL 60181 ("SUPPLIER.IO") and Customer (as referenced on the applicable Order).

1. **Definitions**.

a. "**Acceptable Use Policy**" means SUPPLIER.IO's Acceptable Use Policy as provided below.

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. "**Order**" means any ordering document and/or statement of work between Customer and authorized reseller or between Customer and SUPPLIER.IO (if purchasing directly) that identifies the SaaS Product licensed and/or any applicable Professional Services.

e. "**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 and/or the data 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.

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

g. "**Professional Services**" means the services provided for in any applicable statement of work.

h. "**Sensitive Personal Information**" means any personal information that would qualify or be considered sensitive personal information under applicable data privacy law.

2. **Rights of Access and Use**. Subject to the terms and conditions of this Agreement, during the applicable term, SUPPLIER.IO hereby grants to Customer a non-exclusive, revocable, non-transferable and non-sub-licensable 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 solely 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**.

a. General Restrictions. 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 ; (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 found at https://supplier.io/terms-of-use/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. SUPPLIER.IO also maintains a Support and Maintenance schedule that can be found at https://supplier.io/terms-of-use/support-and-maintenance-agreement.

b. Artificial Intelligence and Machine Learning

Supplier.io's Use of AI. Supplier.io uses artificial intelligence and machine-learning techniques within its controlled production environment to support platform functionality and data quality. These AI capabilities are integrated into Supplier.io's core SaaS Product features including supplier search, data cleansing, normalization, categorization, matching, and enrichment. Customer-provided data is processed using these AI techniques only as necessary to perform the contracted services. Supplier.io does not use Customer data to train, retrain, or improve AI or machine-learning models.

Future AI Features. Supplier.io may introduce additional AI-assisted features over time. Any such features will be implemented in accordance with this Agreement, applicable data protection obligations, and regulatory requirements. Where supported by the SaaS Product or required by this Agreement, Customer may disable or restrict AI-assisted features for its data.

Customer's Use of Third-Party AI. If Customer uses third-party generative artificial intelligence tools to interact with the Services or SaaS Product, Customer agrees not to submit Supplier.io's Confidential Information to such third-party AI providers unless the provider explicitly guarantees in writing that it will not store, use, or train on the submitted information.

4. **Payment**; **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 date of the invoice. Customer acknowledges that SUPPLIER.IO's delivery and support infrastructure may enable SUPPLIER.IO to access the user count for the SaaS Product.

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

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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 interest in and to the SaaS Product and their derivative works, including all intellectual property rights contained therein. Customer's right to use the SaaS Product are strictly limited to those rights expressly granted in this Agreement and all other rights are reserved to SUPPLIER.IO. 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, SUPPLIER.IO may use Feedback to develop and improve the SaaS Product or its services in general without compensation, notice or obligation to Customer or its authorized users.

7. **Indemnity**.

a. <u>Indemnification by Customer</u>. Customer will defend, indemnify, and hold harmless SUPPIER.IO and its officers, directors, employees, and subsidiaries from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) from any claim or demand by a third-party arising out of: (a) Customer's misuse of the SaaS Product; (b) Customer's material breach of this Agreement; (c) Customer's infringement, misappropriation or violation of law or any third party rights (including intellectual property, property, privacy or publicity rights); and/or (d) any data provided by Customer in connection with this Agreement.

b. <u>Indemnification by SUPPLIER.IO</u>. SUPPLIER.IO will defend, indemnify, and hold harmless Customer and its officers, directors, employees, and subsidiaries from and against all liabilities, damages, costs (including settlement costs and reasonable attorneys' fees) from any claim or demand by a third-party that the SaaS Product, used in accordance with this Agreement, violates, infringes, and/or misappropriate any copyright, trade secret, U.S. patent or trademark rights. If SUPPLIER.IO reasonably believes that the SaaS Product could become subject to a third-party claim of infringement, SUPPLIER.IO may in its sole discretion: (i) modify the SaaS Product so that it no longer infringes or misappropriates; (ii) obtain a license for Customer's continued use of the affected SaaS Product in accordance with this Agreement; or (iii) terminate the affected SaaS Product or this Agreement upon thirty (30) days' prior written notice and provide a refund of any pre-paid fees applicable to any period following the effective date of termination.

c. <u>Exclusions</u>. 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 the SaaS Product in accordance with the applicable Documentation, and/or (v) 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. <u>Procedures</u>. 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. **Representations and Warranties**.

a. <u>Mutual</u>. Each party represents and warrants that it has the right to enter into this Agreement and grant all rights granted and perform its obligations under the Agreement.

b. <u>By Customer</u>. Customer represents and warrants that: (i) any data provided to SUPPLIER.IO will not infringe or misappropriate third-party rights or violate applicable law; and (ii) Customer will only use the SaaS Product for its own internal business purposes.

c. <u>By SUPPLIER.IO</u>. SUPPLIER.IO represents and warrants to Customer that: (i) the SaaS Product will be provided substantially in accordance with the Documentation; and (ii) any Professional Services shall be performed in a professional, workman-like manner and conform to generally accepted industry standards and practices for similar services. Customer's sole and exclusive remedy and SUPPLIER.IO's entire liability for any breach of this Section 8(c) will be for SUPPLIER.IO, at its sole option, to re-perform the non-conforming Professional Services, cure the SaaS Product, or terminate the applicable Order and refund any prepaid, unused fees paid to SUPPLIER.IO for the unused period of any such terminated Order.

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.

e. <u>Disclaimer</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 8, THE SAAS PRODUCT, THE DATA SERVICES, AND ALL OTHER SERVICES ARE PROVIDED BY SUPPLIER.IO "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. ADDITIONALLY, 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. LASTLY, SUPPLIER.IO DOES NOT DICTATE OR CONTROL (IN ANY CAPACITY) HOW CUSTOMER UTILIZES THE DATA OBTAINED FROM SUPPLIER.IO AND THEREFORE, ASSUMES NO LIABILITY (RELATED TO CUSTOMER OR ANY THIRD-PARTY) IN ANY DECISIONS MADE BY CUSTOMER BASED ON SUCH DATA. CUSTOMER SHALL HAVE SOLE DISCRETION ON HOW TO UTILIZE THE DATA IN CUSTOMER'S VARIOUS SUPPLY CHAIN PROGRAMS AND INITIATIVES, WHICH ARE OPERATED SOLELY BY CUSTOMER.

9. **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 9(b). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") unless written 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 price during the Initial Term, but may thereafter change prices upon each Renewal Term by up to 7 percent over the prior term. Notwithstanding the foregoing, if any Order remains in effect at the time this Agreement would otherwise expire or terminate, this Agreement shall automatically continue in full force and effect until the expiration or termination of the last remaining active Order, at which point this Agreement shall terminate unless otherwise renewed by the parties in writing.

b. Either party may terminate this Agreement: (a) upon thirty (30) days' written notice of a material breach by the other party, unless the breach is cured within the notice period, or (b) immediately, if the other party becomes insolvent or seeks protection under any bankruptcy or comparable proceedings. All Orders shall expire in accordance with the term specified and cannot be terminated except as described in the preceding sentence. 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, 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

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90-day period, Supplier.io may delete all data provided to Supplier.io by Customer in Suppleir.io's possession or control without liability.

10. **Limitation of Liabilities**.

a. Disclaimer of Damages. NEITHER PARTY, UNDER ANY CIRCUMSTANCES, WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITITIVE, SPECIAL, OR EXEMPLARY DAMAGES RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY WAS MADE AWARE OF THE LIKELIHOOD OF SUCH DAMAGES OCCURING.

b. Liability Cap. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S COLLECTIVE, TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID OR MADE PAYABLE BY CUSTOMER TO SUPPLIER.IO UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM.

c. Basis of the Bargain. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILTY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES ALLOCATES THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES, IS REFLECTED IN THE PRICING OFFERED TO CUSTOMER, AND AS SUCH IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THESE PROVISIONS ARE SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. IF ANY LIMITATION OF LIABILITY IN THIS AGREEMENT IS FOUND UNENFORCEABLE, LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. **General**.

a. Export/Import. 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.S. Government End Users. 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, as applicable.

c. Governing Law and Jurisdiction. 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.

d. 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(d) 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.

e. Data Communications. To the extent Personal Information is provided to SUPPLIER.IO by Customer, 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

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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. Additionally, Customer is expressly prohibited from providing or allowing a third-party (while utilizing Customer's license in Section 2) to provide SUPPLIER.IO with any Sensitive Personal Information. SUPPLIER.IO collects, analyzes, and uses aggregated 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. Notwithstanding anything to the contrary set forth herein, during and after the term of this Agreement, Supplier.io may use statistical data regarding its Services for purposes of enhancing its Services, aggregated statistical analysis, technical support and other business purposes.

f. 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.

g. 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.

h. 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.

i. 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 11(i), 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.

j. 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.

k. Notices. Except as otherwise provided in this Agreement, all legal notices specific 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., 1 Mid America Plaza, 3rd Floor, Oakbrook Terrace IL 60181, 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 All other notices to Customer will be sent to the email address on file and are deemed effective when sent.

l. Entire Agreement. 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. No Customer terms and conditions, whether pre-printed or otherwise, shall apply to or be a part of the Agreement, unless expressly incorporated by reference on the relevant Order.

m. Force Majeure. In no event with either party be liable or responsible to the other party, or be deemed to have defaulted under or be in breach of the Agreement for any failure or delay in fulfilling or performing under the Agreement when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, war, terrorism, and other criminal conduct, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date.