Effective April 29th, 2024.

Your use of the SupplierGATEWAY® Software ("Software") as described in the applicable SupplierGATEWAY Application Description is conditioned upon your compliance with and acceptance of these Terms and Conditions of Use ("Terms").

These Terms, and any executed Subscription Orders ("Orders") between SupplierGATEWAY LLC ("SupplierGATEWAY") and your company or organization that is utilizing SupplierGATEWAY on behalf of itself and its Affiliates ("CUSTOMER") (collectively the "Parties", individually, the "Party"), are incorporated herein and shall govern the provision of the SupplierGATEWAY Software as a Service ("Software"). CUSTOMER may place orders by submitting separate Order(s). Subscriptions shall commence on the effective Date of CUSTOMER's executed Order ("Effective Date") and will continue until otherwise terminated in accordance with Section 9 below.

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties hereby agree as follows:

1. Software.

SupplierGATEWAY shall provide CUSTOMER the SupplierGATEWAY Software, as upgraded from time to time, and as described in any properly executed Order, subject to the terms and conditions set forth below.

2. Term.

The Order term ("Subscription Period") shall be specified on the Order form and, unless otherwise specified on the Order form, the term will automatically renew for the shorter of the Subscription Period, or one year. The Order shall remain in effect until otherwise terminated in accordance with Section 9 ("Termination").

3. Obligations of SupplierGATEWAY and its Affiliates.

a. License. SupplierGATEWAY grants to CUSTOMER a nonexclusive, worldwide license to use the Software as described in any properly executed Order, including any and all upgrades, updates and enhancements thereto at any CUSTOMER location, while the Subscription Period for the Order is not expired or canceled.

b. Software Modifications.   SupplierGATEWAY may modify the SupplierGATEWAY software for any reason whatsoever including, but not limited to, improving or expanding the software functionality or eliminating any code which infringes any third party's proprietary rights; provided that any such modifications will not materially decrease the functionality of the Software.

c. SupplierGATEWAY Software. SupplierGATEWAY shall provide all system maintenance and operations services to support the Software in accordance with the Software described in any properly executed Order.

4. Compensation and Payment.

Compensation and Payment. CUSTOMER will pay the amounts listed in any properly executed Order. All payments shall be due no later than the first day of the Subscription Period. Any amounts not paid on the start of the Subscription Period shall be considered late. Non-payment of amounts due on the start of the Subscription Period may result in suspension of CUSTOMER access and use of the software. In case of termination for convenience by CUSTOMER, there will be no refunds or credits for partial months of service, or refunds for months unused in an applicable Subscription Period. Subscription fees may be refunded for unused months in the event of termination in the instances of non-compliance & failure to cure, or mutual agreement by the Parties.

5. Advertising and Promotion for Mutual Benefit.

SupplierGATEWAY shall not use CUSTOMER's name, image, logo or trademarks in any press release, sales or marketing materials, customer lists, website postings or promotional materials without CUSTOMER's express written approval. During the Term, SupplierGATEWAY shall be allowed to use CUSTOMER name and logo on the CUSTOMER Software site. Such use shall be in accordance with CUSTOMER specification and prior approval. The Parties agree that references to SupplierGATEWAY may appear in the Software and such references may (i) include logos, keywords, brief narratives, and slogans such as "Powered by SupplierGATEWAY"; (ii) be linked to other sites or files; and/or (iii) appear in an opening screen in the system. The Parties agree to negotiate in good faith any additional mutually acceptable terms as to the content, placement, size and number of such references.

6. Risk of Loss and Force Majeure.

Performance by SupplierGATEWAY or CUSTOMER of any obligation under these Terms shall be excused if such failure to perform is caused by an event or circumstance beyond SupplierGATEWAY or CUSTOMER's reasonable control and prompt notice thereof has been given to the other party. If SupplierGATEWAY or CUSTOMER should fail to perform any obligation hereunder as a result of an event or circumstance beyond its reasonable control, it shall meet its obligations hereunder within a reasonable time after the cause of the failure has been removed. In no event shall either party be responsible for any loss or damage to the extent attributable to the other party's failure to perform its responsibilities in such circumstances.

7. Limitation of Liability.

EXCEPT WITH REGARD TO LIABILITIES ARISING FROM THE PARTIES' OBLIGATIONS OF CONFIDENTIALITY, INFORMATION SECURITY, WARRANTY, AND INDEMNIFICATION HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS) IN CONNECTION WITH OR ARISING OUT OF ANY ORDER OR THE FURNISHING, FUNCTIONING, USE, DISTRIBUTION OR MARKETING OF THE SOFTWARE OR ANY RELATED ITEM OR SERVICE PROVIDED BY SUPPLIERGATEWAY OR CUSTOMER. EXCEPT FOR LIABILITIES ARISING FROM THE PARTIES' OBLIGATIONS OF CONFIDENTIALITY, INFORMATION SECURITY, WARRANTY, AND INDEMNIFICATION, INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, AND/OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD EACH PARTY'S LIABILITY WILL BE LIMITED TO THE VALUE OF THE ORDER.

8. Confidential Information.

a. Confidentiality. From time to time, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information concerning the disclosing party and/or its business, products, suppliers, customers, employees or services (together, "Confidential Information") in connection with an Order. Each party agrees that during the Term of the Order and thereafter: (i) it shall use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of the Order; and (ii) it shall take reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's directors, officers, employees and/or professional advisors, agents and subcontractors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party shall return all copies of any Confidential Information to the Disclosing Party except that CUSTOMER shall not be required to return any materials generated through its use of the Software or CUSTOMER Data as described below. Alternatively, upon the Disclosing Party's request for the return of Confidential Information, the Receiving Party may destroy any Confidential Information and provide written certification of such destruction to the Receiving Party. The Receiving Party shall be responsible for any breach of this Section by its employees, representatives, and agents.

CUSTOMER Data. "CUSTOMER Data" means all data and information regarding CUSTOMER and third party CUSTOMER suppliers and CUSTOMER's spend with such suppliers (a) submitted to SupplierGATEWAY Software by CUSTOMER or suppliers of CUSTOMER, during the Term, or (b) obtained, developed or produced by SupplierGATEWAY for CUSTOMER in connection with these Terms to the extent such data or information is based on, summarizes or includes data and information of CUSTOMER, its products, services, sales, CUSTOMER's suppliers or independent contractors submitted to or obtained by SupplierGATEWAY; provided, however, that CUSTOMER Data shall not include data and information that was acquired by SupplierGATEWAY from a third party having the legal right to furnish the same to SupplierGATEWAY without any obligation of confidentiality. For purposes of these Terms, CUSTOMER Data shall be deemed a trade secret and CUSTOMER Confidential Information if such information is not generally known to the public or that which would constitute a trade secret under the U.S. Uniform Trade Secrets Act or applicable state law. Absent CUSTOMER's prior consent (which may be granted or withheld in CUSTOMER's sole discretion) or as otherwise directed by CUSTOMER or as required for the performance of the Software under these Terms, CUSTOMER Data shall not be (a) used other than as required for the performance of the Software under these Terms, (b) disclosed, individualized, or otherwise provided to third parties by SupplierGATEWAY, or (c) sold, assigned, or leased by SupplierGATEWAY. SupplierGATEWAY shall at all times comply with data retention, use and privacy standards equivalent ISO27001 and SOC II Type 2, and to and all laws applicable to SupplierGATEWAY relating to SupplierGATEWAY's access to CUSTOMER Data.

b. Required Disclosures. These confidentiality obligations shall not restrict any disclosure required by order of a court or any government or administrative agency or other body, provided that, to the extent permitted by law, the Receiving Party gives prompt notice to the Disclosing Party of any such disclosure and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

c. Information Security. Throughout the Term, SupplierGATEWAY shall maintain reasonable data protection software and practice information security controls designed to reasonably protect

CUSTOMER Data. In the event of any actual or threatened breach of the security of CUSTOMER Data in the possession of SupplierGATEWAY or otherwise under the control of SupplierGATEWAY, SupplierGATEWAY shall (i) promptly notify CUSTOMER of such breach and (2) fully cooperate with CUSTOMER to secure CUSTOMER Data. If any breach of security of CUSTOMER Data is the result of any action or failure to act on the part of SupplierGATEWAY, SupplierGATEWAY agrees to notify CUSTOMER within twenty-four (24) hours upon becoming aware of such breach and take corrective action to cure.

d. Data Processing Addendum. Customer Data shall be managed in accordance with the SupplierGATEWAY Global Data Processing Addendum.

9. Termination.

In General. Notwithstanding the Initial Term of the Order, either party may terminate an Order by giving the other party thirty (30) calendar days prior written notice based on any of the following:

• The other party's failure to comply with any term of these Terms and failure to cure such non-compliance within thirty (30) calendar days following receipt of written notification from the other party;

• The other party's insolvency or the filing of any proceeding by or against that party seeking relief from creditors; and

• Mutual agreement of the parties.

• Customer termination for Convenience

Rights Upon Termination. In the event of expiration or termination of these Terms, CUSTOMER shall not license, sell or otherwise dispose of the Software to any third party after such expiration or termination.

Return of Materials. Upon termination for any reason (or expiration of this Agreement), CUSTOMER may request any and all CUSTOMER Information, including, without limitation, Confidential Information in a format reasonably identified by CUSTOMER.

Upon SupplierGATEWAY's request, CUSTOMER shall promptly:

• Return to SupplierGATEWAY all documents, notes, drawings, specifications, manuals, materials, hardware, and records that are the property of SupplierGATEWAY or contain Confidential Information, including all copies and derivatives thereof, whether prepared by CUSTOMER or others; and

• Delete all digital copies of the above materials from CUSTOMER's systems and confirm in writing to SupplierGATEWAY that all such materials have been destroyed or returned, as required by SupplierGATEWAY.

• Notwithstanding the return or destruction of the Materials, CUSTOMER will continue to be bound by the obligations of confidentiality (which shall terminate three-years following the termination or expiration of this Agreement) and non-use as set forth in this Agreement.

• CUSTOMER acknowledges that access to the SaaS platform will be disabled upon the effective date of termination, and CUSTOMER must ensure that all necessary data extraction or migration activities are completed prior to termination. SupplierGATEWAY is under no obligation to provide access to the SaaS platform or to retain any CUSTOMER data after termination and may, unless legally prohibited, delete all CUSTOMER data from its systems.

• CUSTOMER further agrees to provide a certificate of destruction to SupplierGATEWAY within Sixty (60) days of termination or expiration of this Agreement, confirming that all Materials have been returned or destroyed in accordance with this provision.

10. Relationship of Parties.

The relationship between the parties is that of independent contractors and not partners, joint venturers, principal and agent or employer and employee. Neither SupplierGATEWAY nor CUSTOMER is authorized to act in the name of the other party other than as expressly stated in these Terms. The Terms do not create a joint venture, partnership, or association.

11. Proprietary Rights.

a. Ownership by SupplierGATEWAY. The Parties agree that SupplierGATEWAY owns all proprietary rights, including current and future copyrights, patents and trade secrets, in and to the SupplierGATEWAY Software that these Terms do not transfer to CUSTOMER ownership of any of these rights.

b. Limitation on Use of Software. CUSTOMER will use all computer programs, documentation, and information consisting of or containing proprietary information related to the Software solely for its internal business purposes and for the purpose of performing under the terms of these Terms. CUSTOMER will not decompile, disassemble or otherwise reverse engineer the service, cause others to do so or support others in doing so in any manner. CUSTOMER will not modify or cause others to modify the Portal service, without the prior written consent of SupplierGATEWAY. Configuration of the Software by CUSTOMER for utilization of service is permitted under this agreement and shall not be considered to be a modification by CUSTOMER.

c. Modifications. SupplierGATEWAY shall own all proprietary rights in any modifications to the Software, whether created by SupplierGATEWAY, CUSTOMER, or a third party. For the sake of clarity, CUSTOMER shall not transfer any interest in its name, image, logos and other trademarks that are part of any such modifications to the Software. All configuration changes to the Software by or on behalf of CUSTOMER shall be treated by SupplierGATEWAY as CUSTOMER Confidential Information and shall not be shared with other SupplierGATEWAY customers.

d. SupplierGATEWAY Trademarks. CUSTOMER and SupplierGATEWAY agree that SupplierGATEWAY shall retain ownership of any of SupplierGATEWAY's trademarks associated with the Software and that the ownership of such trademarks shall not transfer to CUSTOMER. CUSTOMER's trademarks shall not be considered trademarks associated with the Software.

12. Warranties.

a. Intellectual Property. SupplierGATEWAY warrants that: (i) it has all necessary intellectual property rights in the Software and Documentation to grant to CUSTOMER the licenses granted in these Terms; and (ii) the Software to be provided by SupplierGATEWAY to CUSTOMER, including, but not limited to, the Documentation, CUSTOMER Data provided by SupplierGATEWAY and any Properties or other materials or elements created or produced by SupplierGATEWAY do not infringe upon any patent, copyright, trade secret, or other proprietary or intellectual property right of any third party.

b. Standard Version; Compatibility. SupplierGATEWAY warrants that, at the time of delivery, the Software shall be SupplierGATEWAY's standard, generally available software.

c. Compliance with Specifications. SupplierGATEWAY warrants that the Software shall function as set forth in these Terms and shall conform to all specifications attached in any applicable SupplierGATEWAY Application Description. In the event that such Software fails to satisfy this warranty, SupplierGATEWAY shall promptly correct the Software, at SupplierGATEWAY's cost, so that it conforms to these Terms and such specification in the SupplierGATEWAY Application Description. In the event SupplierGATEWAY fails to comply with these remedies, CUSTOMER may exercise its termination options as defined in Section 9 and all available rights and remedies under law and equity, including, but not limited to, a prorated refund of all prepaid fees under the applicable Order.

d. Compliance with Laws. SupplierGateway warrants that (i) it shall comply with and (ii) the Software and all services rendered pursuant to these Terms are and shall be manufactured, produced, sold and rendered in conformity with all applicable laws, ordinances, orders, directions, rules, and regulations of the Federal, state, county, and municipal governments applicable thereto, all as they may be amended from time to time.

e. No Disabling Devices. SupplierGATEWAY warrants that the Software does not contain software viruses, time or logic bombs, Trojan horses, worms, timers, clocks, trap doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system, including, without limitation, its security or user data, or otherwise cause the Software to become inoperable or incapable of being used in accordance with these Terms and the Documentation.

13. Indemnification for Infringement.

Indemnification. SupplierGATEWAY agrees to defend, indemnify and hold harmless CUSTOMER, its respective directors, officers, agents and employees from and against any and all claims, actions, causes of action, judgments, awards, costs and fees including attorneys' fees, based upon (i) a third party claim arising from a material breach of these Terms by SupplierGATEWAY or from SupplierGATEWAY's gross negligence; (ii) a third party claim arising from or related to SupplierGATEWAY's breach of its confidentiality and information security obligations hereunder; and (iii) a third party's claim of patent, copyright, or trade secret infringement asserted against CUSTOMER by virtue of CUSTOMER's use of the Software as delivered or subsequently modified by SupplierGATEWAY. In connection with the foregoing obligation, CUSTOMER agrees to provide SupplierGATEWAY prompt notice of the action or claim and allows SupplierGATEWAY the right to control and direct the investigation, defense and settlement thereof, and further provided that CUSTOMER shall reasonably cooperate with SupplierGATEWAY in connection with the foregoing. Notwithstanding the foregoing, SupplierGATEWAY shall not enter into any settlement that results in any liability or admission of fault by CUSTOMER without CUSTOMER's prior written consent. In addition to the foregoing, should CUSTOMER's use of the Software, pursuant to its business, be enjoined due to actual or alleged infringement of any such patent, trademark, copyright, trade secret or other proprietary right of any third party, SupplierGATEWAY shall, at its sole option and expense, either (1) procure for Licensee the right to continue using the Software; (2) replace or modify the Software so it becomes non-infringing while still conforming to the specifications set forth in these Terms; or, (3) if SupplierGATEWAY does not procure the right to use, replace or modify the Software so that it is no longer infringing, discontinue the use of the Software by CUSTOMER and reimburse CUSTOMER for the prorated prepaid fees for the Software for the period that Software is discontinued.

14. Trademarks; Reservation of Rights.

a. Notices. All notices under these Terms are General Provisions to be sent by registered mail to the address below or to any other address as the party may designate in writing:

SupplierGATEWAY: 20 Corporate Park, Suite 118, Irvine CA 92606

CUSTOMER: Notices will be sent to the contact as specified in the Order

b. Amendment. These Terms set forth the entire understanding of the parties with respect to the subject matter of these Terms and supersede all prior agreements, understandings and negotiations with respect to the subject matter hereof.

c. Governing Law. These Terms are to be construed in accordance with the law of the State of Delaware, without regard to any conflicts of laws principles.

d. Waiver. Failure by either party to enforce at any time or for any period of time the provisions of these Terms shall not be construed as a waiver of such provisions and shall in no way affect such party's right to later enforce such provisions.

e. Severability. If any part of these Terms is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect the balance of these Terms.

f. Assignment. Neither party may assign any of its rights or obligations under these Terms without the prior written consent of the other party, whose consent shall not be unreasonably withheld; provided, however, that CUSTOMER may assign the Terms to an Affiliate without SupplierGATEWAY's prior written approval so long as the Affiliate is a wholly-owned subsidiary of CUSTOMER or its successor entity and so long as CUSTOMER provides SupplierGATEWAY notice of assignment. Notwithstanding the foregoing, the terms of these Terms shall be binding on and inure to the benefit of CUSTOMER and SupplierGATEWAY's successors and assigns.

g. Insurance. During the term of any portal subscription agreement, SupplierGATEWAY will, at its own cost and expense, obtain and maintain in full force and effect, with reputable insurers having A.M. best ratings of at least A (VII) or better, liability insurance with coverage and minimum limits of liability as follows: (i) Commercial General Liability Insurance or equivalent, with minimum limits of $2,000,000 Each Occurrence and $4,000,000 Aggregate; (ii) Workers' Compensation & Employers Liability Insurance (as required by the state), with minimum limits of $1,000,000 Each Accident, $1,000,000 Disease-Policy Limit and $1,000,000 Disease-Each Employee; (iii) Professional Liability (cyber/errors and omissions liability insurance), with a limit of $3,000,000 Each Occurrence and $3,000,000.00 Aggregate. CUSTOMER may request a copy of the certificate(s) of insurance evidencing the required insurance prior to the start of engagement.

h. Authority. Each party represents and warrants to the other that it has full power and authority to enter into each Order subject to these Terms and that it is binding upon such Party and enforceable in accordance with its terms. CUSTOMER further warrants and represents that CUSTOMER has the authority to procure CUSTOMER's Affiliates compliance with the terms of these Terms.

i. Survival. The following sections will survive the expiration or termination of these Terms:1,2,3,4,5,6,7,8,10,11,12,13 and this section 14.

j. Precedence. In the event of a conflict between the terms of the Terms and an Order, the terms of the Order will control only if specifically stated as so and only as to that Order.

k. Change of Terms. Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions, or add new terms or conditions to these Terms. If required by applicable law, we will email notice of such a change to you in the manner required by such law. As of the effective date, the changed or new terms will apply to new Orders and also to the outstanding service term of any existing Orders, subject to the limitations of applicable law.

l. Delay in Enforcement – We can delay enforcing our rights under these Terms without losing them.

15. Price Changes

a. Initial Terms: The fees for the Services are set forth in your current subscription Order . These fees are subject to change in accordance with the terms set out below.

b. Notice of Price Increase: We reserve the right to adjust the pricing for our Services or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms and Conditions, any price changes to your service will take effect following email notice to you of the changes at least [30] days before the beginning of the billing cycle in which such changes will take effect.

c. Acceptance of Price Increase: Your continued use of the Services after the price change comes into effect constitutes your agreement to pay the modified amount for any renewal not subject to a pre-existing multi year subscription agreement with explicit pricing terms. If you do not agree to the price change, you must cancel your subscription before the price change takes effect to avoid being charged the new pricing.

d. Exceptions: Any special pricing agreed upon for a term longer than the current billing cycle will remain in force until the end of such term, after which any renewals will be at the then-current service price.

e. No Refunds: Except as provided in the Compensation and Payment section, all fees are non-refundable, including partially used periods and price increases.

f. Promotional Pricing: From time to time, we may offer promotional pricing for our Services. These promotions, unless made to you, will not affect your current pricing or services unless you explicitly agree to change your plan to take advantage of the promotion.