



PLATFORM ACCESS AGREEMENT
(For Suppliers)
Last updated on April 28, 2021

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

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

1. USE OF PLATFORM

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

1.2. Assessments.

1.2.1. Receiving Assessments. The Platform is designed to permit Buyers to submit Assessments for completion by Supplier, and to facilitate the return and display of a Completed Assessment to the Buyer via the Platform. To receive Assessments, Supplier must establish an Account within the Platform and accept (using the acceptance functionality within the Platform) each unique Buyer’s request or invitation for Supplier to become a Confirmed Supplier. Nothing in this Agreement obligates Supplier to respond to any or all Assessments requested, which Supplier may do, or decline to do, in whole or in part, in its discretion. However, to the extent that Supplier elects to respond to a Assessment from a Buyer, Supplier hereby grants to SupplyShift a non-exclusive, worldwide, royalty-free right and license to disclose, display, distribute, and otherwise supply the Supplier Data contained in the Completed Assessment to the specific such Buyer who requested it for such Buyer’s Permitted Business Use.

1.2.2. Forwarding Assessments to Other Suppliers. To the extent that Supplier requires that one or more of its own vendors, providers, licensors, manufacturers, or other suppliers (“**Downstream Supplier**”) complete all or portions of the Assessments, Supplier may (a) independently (that is, outside of the Platform) obtain the information from the Downstream Supplier and input it into the Assessment saved in Supplier’s own Account, or (b) request that the Downstream Supplier become a Confirmed Supplier with its own account within the Platform, in which case the Supplier may forward the Assessment to the Downstream Supplier for completion by the Downstream Supplier. Supplier understands and agrees that (c) if a Downstream Supplier becomes a Confirmed Supplier to the Buyer, the Platform permits the Downstream Supplier to directly submit the Assessment as completed by the Downstream Supplier to the Buyer, which Assessment will identify the Downstream Supplier to the Buyer and permit direct communication between the Buyer and the Downstream Supplier. Supplier is responsible for working directly with the Downstream Supplier to coordinate responses, require the Downstream Supplier to copy Supplier in responses to the Buyer and/or to omit the Buyer from the Assessment response and direct the same solely to Supplier. SupplyShift is not liable for any loss, injury, claim, liability, damage, penalty, fine, business interference, business interruption, or any other consequence resulting from any direct disclosure or communication between Buyer and a Downstream Supplier.

1.2.3. Completed Assessments. SupplyShift will only provide Completed Assessments containing the Supplier Data to the specific Buyer who requested that Assessment. Supplier understands and agrees that a

Buyer’s interpretation and use of the Completed Assessment is in the Buyer’s sole and absolute discretion and SupplyShift assumes no liability whatsoever to Supplier in connection therewith, including but not limited to, a Buyer’s decision to initiate, terminate, modify, expand, condition, limit, or otherwise engage in a business relationship with Supplier based on the responses included in a Assessment.

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

1.2.5. Responsibility for Supplier Data. Supplier acknowledges and agrees that SupplyShift assumes no duty or obligation to verify, monitor, correct, approve, review, or edit the Supplier Data provided by Supplier. As between Supplier and SupplyShift, Supplier is solely responsible and liable for the legality, accuracy, reliability, completeness, or timeliness of any Supplier Data that Supplier shares or provides to SupplyShift and the Buyer. Supplier represents and warrants that Supplier has obtained all necessary rights, permissions and licenses from any persons or third parties (including Downstream Suppliers) whose data is included or referenced in the Supplier Data, and that the Supplier Data does not infringe or violate the ownership, publicity, privacy, or other rights of any third party. SupplyShift reserves the right to remove, discontinue, suspend, limit, excise, edit, or cease to provide any Supplier Data if required to do so by law or regulation or if, in SupplyShift’s reasonable opinion, the Supplier Data is unlawful, offensive, fraudulent, infringing, or is provided in breach of the obligations of this Agreement.

1.2.6. Benchmarking Content. Provided that SupplyShift removes and omits any Unique Identifiers from a Completed Assessment, Supplier hereby grants SupplyShift a non-exclusive, worldwide, royalty-free license to derive Benchmarking Content from the Supplier Data contained in a Completed Assessment by performing statistical analysis of such Supplier Data, combining the results of such analysis with other Benchmarking Content, and to use and commercially exploit, directly or indirectly, the resulting Benchmarking Content, without restriction or compensation to Supplier.

1.2.7. General Restrictions. Supplier and its Users may only access and use the Platform for Supplier’s Permitted Business Use, in a manner compliant with this Agreement, applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. A User’s individual access to and use of the Platform shall be subject to the terms and conditions of the User Agreement, provided that references to “Supplier Agreement” in that User Agreement shall

refer only to this Agreement. Supplier will not, and will not permit any User to: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Platform, the Assessments or any Buyer Data to a third party other than Users or Downstream Suppliers, or in a service bureau or outsourcing offering; (b) use the Platform, the Assessments, or any Buyer Data to provide any general purpose supply chain management or data collection service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Platform; (d) access the Platform, or provide others with access to the Platform, to engage or permit others to engage in any competitive product development, competitive analysis, benchmarking, product or feature review, or other activity that, in SupplyShift's reasonable opinion, violates or may lead to the violation of SupplyShift's or its licensors' intellectual property rights in the SupplyShift Technology, or (e) remove or obscure any proprietary or other notices contained in the Platform, the Assessments or any Buyer Data.

2. RETAINED RIGHTS

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

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

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

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

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

2.6. Right to Identify Supplier. To the extent Supplier uploads its logo or other identifier onto the Company Profile, SupplyShift may use and display such Supplier's (and its Downstream Supplier's) name, logo, trademarks, and service marks as incorporated by Supplier on a Completed Assessment, or on Supplier's profile page(s) within the Platform to identify Supplier as a supplier enrolled in the Platform. Upon Supplier's written request, SupplyShift will promptly remove any such marks from SupplyShift's website.

3. CONFIDENTIALITY. Each party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the

Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

4. TERM AND TERMINATION

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

4.2. Termination for Cause. Either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days.

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

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

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

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

6. INDEMNIFICATION. Supplier will defend, indemnify and hold SupplyShift harmless from and against any claim by a third party arising

alleging that (a) Supplier engaged in the unauthorized use, disclosure, or processing of Assessments, or Completed Assessments, Supplier Data, Buyer Data, Benchmarking Content, (b) any dispute between a Supplier and Buyer, or between Supplier and a Downstream Supplier, (c) any dispute between Buyer and SupplyShift caused by Supplier's breach of this Agreement or violation of applicable law or the rights of third parties. SupplyShift agrees to promptly notify Supplier in writing of the claim, and allow Supplier the right to control the investigation, defense and settlement (if applicable) of such claim at Supplier's sole cost and expense. Supplier may not settle any claim in any matter that would require obligation on the part of SupplyShift or any admission of fault by the SupplyShift, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

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

8. GENERAL TERMS. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Either party may assign this Agreement to an Affiliate or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of the agreement. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. This Agreement will be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in San Jose, California, in the United States, and both parties hereby submit to the personal jurisdiction of such courts. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon receipt. Email notifications to SupplyShift shall be to legal@supplyshift.net. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No terms or conditions stated in a Supplier purchase order, vendor onboarding process or web portal, or any other Supplier order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. There are no third-party beneficiaries under this Agreement. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, Confidential
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franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. Supplier agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Supplier represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Supplier will not (and will not permit any third parties to) access or use the Platform in violation of any U.S. export embargo, prohibition or restriction, and (iii) Supplier will not submit to the Platform any information that is controlled under the U.S. International Traffic in Arms Regulations. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

9. DEFINITIONS

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

An **"Assessment"** is a grouping of questions within the Platform in unanswered form that are submitted by Buyer for completion by a Confirmed Supplier.

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

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

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

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

"Confirmed Supplier" means Supplier or a Downstream Supplier, insofar as such party (a) has entered into this Agreement; (b) has been granted login credentials to the Platform by SupplyShift; (c) specifically verifies its relationship to the Buyer by clicking the appropriate confirmation within the Platform, thereby consenting to permit the Buyer to receive the Supplier Data contained in a Completed Assessment.

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

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

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

"Private Designation" means that Buyer or a User has specifically marked a question or Assessment as being "Private" by use of the Platform features provided for such purpose, until such time as Buyer removes the same.

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

"Supplier Data" means the information that is entered into a Assessment by a Supplier in order to generate a Completed Assessment. Supplier Data in a

Completed Assessment may include information about the Supplier itself and/or information about Supplier's other vendors in the Supplier's supply chain.

"Unique Identifier(s)" means any portion of an Assessment question that identifies or permits identification of Supplier.

"User" means the persons designated and granted access to the Platform by Supplier, but excludes any persons prohibited by law from accessing the

Platform (such as persons on a Denied Persons List) and any persons under the employ of a competitor of SupplyShift.

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