



SUPPLIER ACCESS TERMS

EFFECTIVE DATE: 24 September 2021

Your access to and use of the Solutions made available by JAGGAER, LLC and its subsidiaries (“**JAGGAER**” or “**we**”) is subject to these Supplier Access Terms (“**Supplier Terms**”).

WHEN YOU USE THE SOLUTIONS, YOU REPRESENT AND WARRANT TO JAGGAER THAT YOU ARE AUTHORIZED AND AGREE TO THESE SUPPLIER TERMS ON BEHALF OF YOUR ORGANIZATION. IF YOU DO NOT ACCEPT, THEN DO NOT USE THE SOLUTIONS.

1. DEFINITIONS

In these Supplier Terms:

“**Customer**” means the legal or natural person that enters into a separate written agreement with JAGGAER for access to and use of the Solutions.

“**JAGGAER Information**” means information, graphics, artwork, text, photographs, video, audio, trademark, logo and other content (but not Supplier Data) displayed or otherwise contained in the Solutions, including information about the Solutions, technology or interface features of the Solutions, communications, notices and updates by or to JAGGAER, and data related to or derived from operating and monitoring access to and use of the Solutions.

“**Solutions**” means the software-as-a-service applications and related services that JAGGAER makes available to Customers. When we refer to Solutions in these Supplier Terms, we mean the JAGGAER Solution(s) accessed or used by you.

“**Supplier**” means the legal or natural person that wishes to connect with Customers through the Solutions.

“**Supplier Data**” means the Supplier name and other registration information, transactions, sales and other information you input in the Solutions, including personal data.

“**Supplier User**” means an employee, contractor or other representative authorized by Supplier to access and use the Solutions. A natural person who is a Supplier and not a representative of Supplier organization also is a Supplier User. References to “you” in these Supplier Terms mean you as the Supplier User or the Supplier, as appropriate.

2. ADDITIONAL SUPPLIER TERMS MAY APPLY

Additional terms and conditions may apply to certain features of the Solutions. You must agree to the additional terms before using the features to which they apply. These Supplier Terms and the additional terms will apply equally unless an additional term is inconsistent with these Supplier Terms, in which case the additional term will prevail but solely to the extent of the inconsistency. Such terms and conditions (“**Additional Supplier Terms**”) are set forth in Annex A hereto.

3. CHANGES TO SUPPLIER TERMS

The Effective Date of these Supplier Terms is set forth above. JAGGAER may update these Supplier Terms from time to time in its sole discretion, including to add new Solutions or features



to existing Solutions or Additional Supplier Terms. JAGGAER will post in the Solutions, or provide advance written notice of, changes to these Supplier Terms. Your continued use of the Solutions after the Effective Date constitutes your acceptance of the then-current Supplier Terms. Updated Supplier Terms supersede all previous versions of such terms. However, any change to the dispute resolution provision will not apply to any outstanding dispute for which we have actual notice before an update date.

4. PRIVACY

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

5. USE OF THE SOLUTIONS

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

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

Nothing contained in these Supplier Terms grants by implication, estoppel or otherwise, any license or right in or to JAGGAER's trademarks, logos or service marks, patents, trade secrets or other intellectual property embodied in the Solutions or JAGGAER Information.

You acknowledge that no implied licenses are granted under these Supplier Terms and JAGGAER reserves all rights that are not expressly granted in these Supplier Terms.

Your Account.

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

By creating an account, you acknowledge that your registration information will become part of JAGGAER's supplier database and that, in connection with making new business opportunities available to you, companies may be made aware that you are a Supplier. If you do not wish others to be made aware you are a Supplier, you may hide that you are a Supplier at any time by editing the settings in your Supplier profile page after your registration.

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



You understand and agree that JAGGAER has no responsibility for and does not control or endorse any information made available by Customers, Supplier Users and other Suppliers.

Your Responsibilities.

You are solely responsible for any and all charges, fees and other costs related to your use of the Solutions and transactions with Customers, including those incurred for Internet access or a mobile service provider.

You agree not to knowingly: (i) interfere or attempt to interfere with the proper operation of the Solutions; (ii) post or transmit in the Solutions anything unlawful, fraudulent, harassing, libelous, or obscene; (iii) post or input in the Solutions anything constituting or containing a virus, bug, cancelbot, worm, Trojan Horse or other harmful item; (iv) publish, perform, distribute, prepare derivative works, copy, or reverse engineer the Solutions; or (v) take any action which imposes an unreasonable or disproportionately large load on the Solutions. Since most content in the Solutions will be sent by third parties or you, JAGGAER does not guarantee in any respect any content, including that any file or data will be free of infection or viruses, worms, Trojan Horses or other harmful code or defects. However, JAGGAER maintains current industry standard administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of the Solutions.

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

You are responsible for confirming the accuracy of data you send to or receive from the Solutions.

Supplier Data.

You agree that JAGGAER has no responsibility for and does not control or endorse Supplier Data. Supplier Data you provide to Customers is not JAGGAER's responsibility. To the fullest extent permissible by applicable law, you agree to indemnify and hold harmless JAGGAER from any and all claims, losses, liabilities and damages relating to Supplier Data.

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

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

6. LINKS TO OTHER WEBSITES AND SERVICES

The Solutions may contain links to third-party websites and services (collectively, “**Linked Services**”). Inclusion of a link does not imply endorsement by JAGGAER of the Linked Services or the related entity. JAGGAER does not investigate, verify or monitor the Linked Services. JAGGAER provides links to Linked Services for your convenience only. JAGGAER is not responsible for Linked Services or for any information available from or through Linked Services. You access Linked Services at your own risk.

7. TERMINATION

By you. You may terminate these Supplier Terms (along with your use of the Solutions) at any time, for any reason, by notifying JAGGAER in writing. If you are dissatisfied with the Solutions or with any term, condition or practice of JAGGAER related to the Solutions, your sole and exclusive remedy is to discontinue use of the Solutions.

Termination or Suspension for Breach. If you fail to perform any material obligation under these Supplier Terms or another contract with JAGGAER (either being a breach), and you do not cure such breach within thirty (30) calendar days after receipt of notice of such breach, JAGGAER may terminate these Supplier Terms or suspend your access to and use of the Solutions. In addition, JAGGAER may terminate the Supplier Terms immediately without notice (i) to comply with laws applicable to JAGGAER or (ii) if JAGGAER has a reasonable basis to believe that you are using the Solutions or JAGGAER Information in violation of these Supplier Terms. If you use the Solutions for illegal, fraudulent or abusive purpose, such use also may be referred to law enforcement authorities without notice to you. If JAGGAER suspends your access to or use of the Solutions or terminates these Supplier Terms, JAGGAER may communicate such suspension or termination, and the reason therefor, to the organizations with which you transacted through the Solutions.

8. REGISTRATION DATA

JAGGAER will collect, use and store registration data for record keeping, internal reporting and support purposes, and as required by law or court order or to defend JAGGAER's rights in a legal dispute.

9. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY

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

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



Your use of the Solutions is at your own risk.

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

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

You acknowledge and agree that the above limitations of liability together with the other provisions in these Supplier Terms that limit liability are essential terms and that JAGGAER would not grant you the rights set forth in these Supplier Terms without your agreement to such limitations of liability.

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

10. SUPPLIER INDEMNIFICATION

To the fullest extent permissible under applicable law, you agree to indemnify and defend JAGGAER and its directors, officers, employees and agents from and against all claims, liabilities, damages, expenses, costs of defense and reasonable attorneys' fees brought against JAGGAER by any third party arising from your use of the Solutions in violation of these Supplier Terms or applicable law. No settlement that affects the rights or obligations of JAGGAER may be made without JAGGAER's prior written approval.

11. GOVERNING LAW; DISPUTE RESOLUTION

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

ANY CLAIMS HEREUNDER OR RELATED HERETO SHALL BE ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

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

12. ELECTRONIC CONTRACTING

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

13. GEOGRAPHIC RESTRICTIONS



The Solutions are controlled, operated and administered by JAGGAER from its various offices. The Solutions are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law. JAGGAER does not in any manner warrant or represent that the Solutions, including any content contained thereon, are appropriate or available for use in any location. If you choose to access the Solutions, you are responsible for compliance with all applicable laws, including export control and economic and trade sanction laws. You will not, and will not permit any third party to, directly or indirectly, export, re-export or release any part of the Solutions to, or make the Solutions accessible from, any jurisdiction to which export, re-export or release is prohibited by law.

14. CLAIMS OF COPYRIGHT INFRINGEMENT

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights otherwise have been violated in or through the Solutions please send your claim or notice of infringement as set forth in Notices below. Such notices must include all of the following:

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

Upon receipt of notification complying with the foregoing and applicable law, JAGGAER will take steps to remove or disable access to any infringing material and remove or disable access to any link to infringing material.

15. MISCELLANEOUS

- a. These Supplier Terms (including our Services Privacy Policy <https://www.jaggaer.com/service-privacy-policy/>) contain the entire understanding by and between JAGGAER and Supplier with respect to the Solutions and matters contained herein.
- b. These Supplier Terms inure to the benefit of and are binding on our and your successors and assigns, respectively.
- c. JAGGAER may assign these Supplier Terms to a successor in interest (in whole or in part), but you may not assign the Supplier Terms without JAGGAER's prior written consent.
- d. If any provision of these Supplier Terms is unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision was not used.
- e. If JAGGAER fails or you fail to perform any obligation under these Supplier Terms and the other party does not enforce such obligation, the failure to enforce on any occasion will not constitute a waiver of any obligation and will not prevent enforcement on any other occasion.
- f. Nothing contained in these Supplier Terms creates a relationship or partnership, joint venture or agency between JAGGAER and you.



- g. If JAGGAER or you are prevented from performing or unable to perform any obligation under these Supplier Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such cause.
- h. Headings and captions are for convenience only.

16. NOTICES

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

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

By email: legal@jaggaer.com

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ANNEX A
ADDITIONAL SUPPLIER TERMS

Supplier eInvoicing Authorization

1. Electronic invoicing

Where Supplier is issuing invoices electronically to Customers who are using a JAGGAER's eInvoicing Solution ("**eInvoicing**") in jurisdictions where applicable legislation explicitly permits the use of electronic invoices as legal original invoices for tax compliance purposes, the following terms and conditions apply:

- a. Supplier authorizes JAGGAER to provide eInvoicing functionality on your behalf, including the creation of eInvoices from data provided by Supplier; issuance/signing of eInvoices on your behalf; subsequently to make your eInvoices available to Customer; to provide a copy of the issued legal invoice to Supplier by electronic transmission or made available by online access.
- b. Supplier authorizes JAGGAER and/or its appointed third-party provider ("**eInvoicing Partner**") to receive Supplier's invoice data, not yet constituting an original invoice and subsequently apply an electronic signature to these data to issue electronic invoices "in the name and on behalf of" Supplier in accordance with applicable law.
- c. Supplier explicitly acknowledges and agrees that JAGGAER and/or eInvoicing Partner will apply such electronic signatures or seals with private keys corresponding to certificates issued by third-party certification service providers to JAGGAER and/or eInvoicing Partner.

2. Notifications

Supplier shall notify JAGGAER promptly if Supplier has not yet received or been given access to its version of the original signed invoice issued in its name and on its behalf or if there are apparent errors in an eInvoice.

3. Tax Compliance and Responsibility

Supplier acknowledges and agrees that:

- a. These terms and conditions do not release Supplier from its obligations under applicable laws towards the competent tax authorities for the invoice and its VAT and other tax implications. Among other things, Supplier remains fully responsible for, where relevant, reporting and paying VAT and other applicable taxes as though the invoice was issued directly by Supplier.
- b. Supplier remains fully responsible for the data submitted in the Solutions being complete and correct.
- c. Supplier remains fully responsible for all other aspects of the eInvoicing process that are not the subject of the foregoing eInvoicing authorization.



- d. Supplier will notify JAGGAER of any changes in information pertaining to Supplier that may be relevant to the validity of the foregoing eInvoicing authorization or to the correct issuance of Supplier eInvoices by JAGGER and/or eInvoicing Partner.
- e. Supplier will apply invoice numbers to invoices before eInvoices are issued by JAGGAER and/or eInvoicing Partner.
- f. JAGGAER may include language specifying this outsourced eInvoice issuance relationship on any eInvoice.
- g. Supplier will receive a copy of the eInvoices in PDF form to their nominated e-mail address in Supplier's profile in the Solutions. Supplier will ensure such e-mail address always remains current.
- h. These Additional Supplier Terms do not authorize any eInvoicing Partner and/or JAGGAER to act in the name and on behalf of Supplier. The foregoing eInvoicing authorizations can be revoked at any time by requesting removal from all Customer organizations and the JAGGAER Supplier Network.