

These General Subscription Terms and Conditions (this “Agreement”) set out the terms and conditions by which Transparency-One, Inc., a Delaware corporation, and its affiliates (“TCY,” “we,” “us,” or “our”) offer the services (the “Services”) available through the Transparency-One platform to supplier subscribers (“Suppliers”). If you are accessing our platform or using our Services through a Supplier’s Transparency-One account (“Your Company”), then this Agreement is binding on Your Company. By agreeing and acknowledging this Agreement electronically you are promising you have the authority to accept this Agreement on behalf of Your Company, and that Your Company agrees to the terms of this Agreement, so please read this Agreement carefully.

SECTION 1

ABOUT TRANSPARENCY-ONE

We own and operate an online supply chain mapping and management technology platform called Transparency-One (“Transparency-One” or the “Platform”). Through the Platform, we collect information from Suppliers, and other public and private third-party sources (such as governmental databases), which information may be shared with their direct or indirect connected customers that are subscribed to Transparency-One (including their successors and assigns, “Connected Customers”) for use in mapping and managing their supply chains. For more information about our Services, please visit [the Key Issues section of our website](#).

SECTION 2

TRANSPARENCY-ONE FEES

Suppliers are charged an annual fee for access to the Platform (the “Annual Fee”). Access begins upon receipt and application of the Annual Fee. Prices are subject to change on an annual basis.

SECTION 3

TRANSPARENCY-ONE SUBSCRIPTION TERMS; TERMINATION

The term of each Transparency-One subscription is one year. If Your Company is a first-time Transparency-One subscriber, Your Company’s subscription will be activated (the “Activation Date”) when TCY receives payment of the Annual Fee for the first subscription year. Your Company may renew its Transparency-One subscription for additional one-year terms by paying the then-current Annual Fee on or before the anniversary of the Activation Date.

Your Company may cancel its Transparency-One subscription at any time by notifying us in writing. However, please note any Annual Fees paid prior to cancellation will not be refunded.

SECTION 4

USER ACCESS AND IDENTITY

Your Company may authorize an unlimited number of individuals to access the Platform and use our Services on Your Company’s behalf (each, a “User”), but each User must be an individual who is an employee of Your Company or is an independent contractor

or agent working for Your Company for whose actions Your Company is responsible. Each User must have a unique username and password, and usernames and passwords may not be shared. When any User's employment or other affiliation with Your Company ends, Your Company must remove that User's access to Your Company's Transparency-One account promptly.

We reserve the right to suspend or stop providing our Services to any User who violates or is suspected of violating this Agreement, uses our Services in an inappropriate manner, or engages in any actions that we believe are harmful to TCY or any other Transparency-One subscriber.

Usernames and passwords are used to authenticate access to the Platform. Your Company is responsible for ensuring only authorized Users access Your Company's Transparency-One account, for preventing unauthorized access to the Platform through Your Company's Transparency-One account, and for all activity that happens on or through Your Company's Transparency-One account. As between Your Company and TCY, Your Company is solely responsible for all activity conducted through Your Company's Transparency-One account. Your Company is responsible for any violation of this Agreement by anyone who accesses Your Company's Transparency-One account.

Please remember TCY personnel will never ask you for your password. If anyone claiming to work for TCY asks you for your login credentials, you should not give it to them.

SECTION 5

YOUR COMPANY'S RESPONSIBILITIES

We are committed to helping Your Company use Transparency-One as a tool for streamlining Your Company's processes for reporting information to Connected Customers. However, Your Company alone has the ultimate responsibility for managing its relationships with Connected Customers, providing information required by Connected Customers, and complying with other legal obligations.

As a Supplier, Your Company agrees it may not initiate a request to another Transparency-One subscriber in your supply chain unless you are doing so in response to a request sent to you by a Connected Customer.

SECTION 6

TRANSPARENCY-ONE CONTENT

Through Transparency-One, Your Company will have access to information uploaded or entered into the Platform by Connected Customers, third-party data sources, and, in certain instances, by TCY (collectively, "Transparency-One Content"). Using our Services does not give Your Company ownership of any intellectual property rights in Transparency-One Content. Transparency-One Content is the sole responsibility of the entity that makes it available in the Platform, and Your Company acknowledges and agrees that TCY is not liable for any inaccurate Transparency-One Content submitted

by third parties or any inaccuracies in reports or records generated through the Platform resulting from inaccurate data provided to TCY by third parties. Transparency-One Content is made available to Your Company solely for your supply chain mapping and traceability use and to assist Your Company with using the Platform. Without TCY's written permission and, if applicable, the permission of any other applicable parties, neither you nor any User may copy, reproduce, alter, modify, create derivative works of, market, sell, disclose outside of Your Company's organization (other than to Connected Customers), or otherwise use any Transparency-One Content.

SECTION 7

YOUR CONTENT

Our Services allow Your Company to upload, submit, store, or send content requested by Connected Customers ("Your Content") through the Platform (subject to file-size limitations). Your Company retains ownership of any intellectual property rights that it holds in Your Content. While TCY does not own Your Content, by uploading, submitting, or entering Your Content into the Platform Your Company is giving TCY a limited worldwide license to use, host, store, reproduce, translate, communicate, and distribute Your Content as necessary for us to operate our Services and provide our Services to Your Company. Your Company is responsible for ensuring it has the necessary rights to grant us this license.

The Platform's functionality allows you to determine the extent to which Your Content may be shared with Connected Customers. You acknowledge and agree that Your Content may be shared with and visible to Connected Customers based on the settings you select. To the extent you elect to share Your Content with Connected Customers, you agree that Connected Customers may: (i) share Your Content with their direct or indirect customers, and (ii) extract Your Content from the Platform for their own supply chain mapping and traceability purposes. You agree that TCY shall not be responsible for any misuse of Your Content by any Connected Customers.

Your Company is solely responsible for the information shared through Your Company's Transparency-One account. Do not provide us or enter into the Platform any inaccurate, invalid or incomplete information or information Your Company does not have permission to provide to us.

As part of our Services, TCY may disclose aggregate statistics and anonymized data derived from TCY Content for the purposes of benchmarking and providing comparative and other generalized analyses and reports ("Benchmarking"). By uploading, submitting, or entering Your Content into the Platform Your Company is giving TCY permission to retain and use Your Content for Benchmarking.

Please visit our [privacy policies](#) for information about how we treat Your Content and any other data we gather about you when you use our Services. By providing us Your Content or accessing our Services, Your Company agrees we may use Your Content in accordance with our privacy policies.

SECTION 8

CONFIDENTIALITY

For purposes of this Agreement, “Confidential Information” means all information Your Company provides to TCY that (i) Your Company or any of its Users identifies as “confidential” or “proprietary” or (ii) based on all the circumstances, TCY should reasonably understand to be confidential or proprietary information of Your Company. Notwithstanding the above, “Confidential Information” does not include any information that (A) is or becomes public information other than because of TCY’s unauthorized disclosure, (B) TCY receives in good faith from a third party without knowledge of any breach of any confidentiality duties to Your Company, (C) TCY develops independently without using or referencing any Confidential Information, or (D) Your Content that Your Company or its Users elect to make visible through the Platform.

We acknowledge the highly sensitive and confidential nature of your Confidential Information. TCY will not share any of your Confidential Information with any third parties other than as required by law, in accordance with TCY’s privacy policies and this Agreement, or with the consent of Your Company. We will ensure that our employees and independent contractors are bound by reasonable confidentiality obligations.

SECTION 9

TCY PROPERTY RIGHTS

Using our Services does not give Your Company ownership of any intellectual property rights in our Services or the Platform. TCY owns all rights to the Platform and its modules (including all modifications, revisions and derivative works, and all programs, enhancements, design concepts and other documentation, developed for or relating to the Platform), all tables (including the structure and fields) and forms developed for such modules, our Services, and TCY’s trademarks, service marks and logos. TCY’s trademarks, service marks, and logos are protected by law throughout the world, and may not be copied or imitated.

You may not copy, modify, distribute, sell, or lease any part of our Services or any software we use in providing our Services, nor may you reverse engineer any of our Services or attempt to extract the source code of any software we use in providing our Services.

SECTION 10

WARRANTY LIMITATION

We provide our Services using a commercially reasonable level of skill and care and we hope you will find them helpful. However, there are certain promises we do not make about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, TCY DOES NOT MAKE ANY SPECIFIC PROMISES OR COMMITMENTS ABOUT OUR SERVICES, THE CONTENT WITHIN OUR SERVICES, THE SPECIFIC FUNCTIONS OF OUR SERVICES OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR COMPANY’S NEEDS. WE PROVIDE OUR SERVICES “AS IS.” SOME

JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

SECTION 11

LIABILITY LIMITATION

WHEN PERMITTED BY LAW, TCY WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RELATED TO THE USE OF OUR SERVICES.

TO THE EXTENT PERMITTED BY LAW, TCY'S TOTAL LIABILITY FOR ANY CLAIMS UNDER THIS AGREEMENT OR RELATING TO THIS AGREEMENT AND OUR SERVICES, INCLUDING FOR BREACH OF THIS AGREEMENT OR ANY WARRANTY CLAIMS, IS LIMITED TO THE AMOUNT YOUR COMPANY PAID US TO USE OUR SERVICES. IN ALL CASES, TCY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

SECTION 12

INDEMNIFICATION

Your Company agrees to indemnify and hold harmless TCY and its affiliates, officers, agents, and employees from any claim, suit, action, costs, and damages (including reasonable attorney's fees) arising from or related to the use of our Services or violation of this Agreement by Your Company or anyone accessing our Services through Your Company's Transparency-One account.

SECTION 13

CONTACT US

We welcome any questions or comments you might have about our Services or the Platform. If you have any questions about our Services or Your Company's Transparency-One account, please contact us by telephone or email as follows:

Telephone: 1-800-241-3317

Email: Support@Transparency-One.com

SECTION 14

PERSONAL DATA

We have no control over the content of data Your Company provides to us or is entered into the Platform through Your Company's Transparency-One account, which may include information that directly or indirectly identifies a natural person ("Your Company's Personal Data"). Examples of Your Company's Personal Data may include data relating to Your Company's employees and personnel. Your Company is responsible for managing Your Company's Personal Data and for taking all measures necessary to comply with applicable privacy laws to ensure we may lawfully process, use, and disclose Your Company's Personal Data to provide our Services. To the extent

applicable privacy laws require an individual's consent to be obtained prior to or during the course of our processing any of Your Company's Personal Data, Your Company is responsible for obtaining that individual's consent to us processing his or her data for purposes of providing our Services.

We will process Your Company's Personal Data only as required in order for us to provide our Services as described in this Agreement and in accordance with our privacy policies and our [Personal Data Processing Addendum](#).

SECTION 15

ENTIRE AGREEMENT

This Agreement governs Your Company's use of our Services, contains the entire understanding about the matters addressed in this Agreement, and supersedes any prior terms and conditions regarding the matters addressed in this Agreement.

WE DO NOT AGREE TO STANDARD, BOILERPLATE, OR OTHER TERMS AND CONDITIONS IN ANY PURCHASE ORDERS OR ORDER FORMS FROM YOUR COMPANY. If Your Company's purchasing process requires the use of purchase orders, Your Company agrees that no terms or conditions in any of Your Company's purchase orders will apply to us or modify this Agreement.

SECTION 16

GOVERNING LAW AND VENUE FOR ANY DISPUTES

The laws of the State of Delaware, USA, will govern this Agreement and the resolution of any disputes related to this Agreement; however, Your Company is responsible for compliance with the laws of any country from which Your Company accesses our Services. All claims arising out of or relating to this Agreement or our Services will be resolved exclusively in the federal or state courts of New Castle County, Delaware, USA, and Your Company and TCY consent to personal jurisdiction in those courts.

SECTION 17

CHANGES TO THIS AGREEMENT

We reserve the right to amend this Agreement from time to time to account for new laws and technologies and changes to our Services, and for other purposes. In the event that we amend this Agreement, we will conspicuously post notice on [our website](#).