

Introduction

Welcome to Suppeco! So happy to have you here but before you start using the services, we do need you to look through and accept these terms. We've done our best to explain things clearly so it's clear what we expect from you and what you can expect from us.

You'll find summary paragraphs at the top of each section to give you a heads up on what follows.

These are your legal rights and obligations, so please do read everything. If you can't agree to our terms, then you can't use our services.

If you still have questions or comments after you've read these terms, please contact us at info@suppeco.com We'd love to help.

Last updated on 06 March 2024

Joining and using Suppeco

In this section we explain how to subscribe to Suppeco and use our services. When you see a word in bold, it will have the same corresponding meaning every time it's used within these terms.

1. You and Suppeco: When we say **you** or **your**, we mean both you and any entity or firm you're authorised to represent as set out in your **order**. When we say Suppeco, **we**, **our** or **us**, we're talking about the Suppeco entity you contract with as set out in your **order** and pay fees to based on the module of the Suppeco product you're using, as specified in your **order**.

2. Our services: Our **services** consist of all the services we provide now or in the future, including our desktop and mobile services.

3. Creating a subscription: When you create a **subscription** to use our services and accept these terms, you become a subscriber. If you're the **subscriber**, you're the party responsible for paying for your subscription.

4. People invited to use Suppeco: An **invited user** is a person other than the **subscriber** who has been invited to use our services through a subscription. A subscriber may not invite anyone other than its employees, agents or subcontractors to be an invited user, unless we give the subscriber express prior written consent to allow another entity (the **sublicensee**) to access and use our services alongside or instead of the subscriber, in which case: (a) the subscriber or sublicensee may invite the sublicensee's employees, agents or subcontractors to be an invited user; and (b) the additional terms set out in Addendum 2 apply. If you're an invited user, you must also accept these terms to use our services which are available to review at <https://suppeco.com/legal> and which will also have been made available to review within the system invite sent to you prior to your accessing the system.

5. User roles and access: As a subscriber (or, if we have given our express prior written permission, a sublicensee) inviting others to use the services that you have subscribed to, you should understand the permissions you're granting to invited users. More about user roles and levels of access, are here:

- **Global Admin:** licenced super users that can go anywhere and do anything, including adding, editing or removing other licenced or invited users, changing subscription plans or purchasing additional modules.

- **Relationship Manager:** licenced users who are assigned to specific or multiple relationships by Global Admins and may access areas within any relationships that they are assigned to. The level of access that they are granted will depend on whether they are assigned as contributors or readers
 - **Head Of / CxO:** Licenced users who can access all areas and reports across all relationships. Head Of / CxO users are however limited in terms write access.
 - **HR Director:** Licenced users are mandatory for use of the planned Psychometric module.
 - **Reader:** Licenced users who can access, read, and review relationships that they have been added to.
 - **Mapped Stakeholder:** Invited users who may access and contribute to areas that they have been mapped to.
 - **Guest Stakeholder:** Invited users who have been invited to participate in specific collaborative chat activity.
6. **Partner programme:** If you participate in the Suppeco partner programme, refer to our additional partner terms.
 7. **The right to use our services:** Whether you're a subscriber, a sublicensee or an invited user, we grant you the right to use our services (based on your subscription type, your user role and the level of access you've been granted) for as long as the subscriber continues to pay for the subscription, until the subscription or sublicense is terminated, or – if you're an invited user – until your access is revoked.
 8. **Subscriber role:** As a subscriber, you take responsibility for fully controlling how your subscription is managed and who can access our services via the subscription. For example:
 - You control access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access the invited user has. You can change or stop that access at any time. For the avoidance of doubt, a subscriber may not invite anyone other than its employees, agents and contractors to be an invited user unless we have give the subscriber our express prior written consent.
 - You are responsible for resolving any disputes with any invited users over access to your subscription.
 - You are responsible for all your invited users' activity and for any breach of these terms by your invited users.
 9. **Rules outlined:** Whatever your role, when you use Suppeco you agree to follow the rules outlined at section 43 below.
 10. **Your responsibilities:** You are responsible for verifying the accuracy of any information that you use from our services for your supplier management, supply chain management, service management, supplier risk assurance management purposes. You are responsible for protecting your password from being stolen or misused. Our service meets stringent password standards, but you will ensure that passwords are strong and not easily recalled. For more on security generally, read our security section below.
 11. **When we introduce new or revised services:** We are always thinking about how to make Suppeco the best it can be. We regularly expand our services. For new or updated services, there may be additional terms. We'll let you know what those terms are before you start using those services.
 12. **What we own:** We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

Pricing

Unless you're in a free trial or another offer period, you'll need to pay for a subscription based on the pricing of your selected plan. The pricing details and other terms of your subscription are explained when you select your plan and are set out in your order.

- 13. Trial subscriptions:** When you first sign up, you may be able to opt for a trial subscription, based on the trial subscription terms specified in Addendum 1 to these terms. If you are offered a trial subscription, then that will be stated on your order along with any associated trial subscription fees. If you choose to continue using our services after the trial subscription period stated in your order, you will be billed in accordance with the subscription plan that you selected (after having previously added your billing details into our services). This is explained in more detail in the pricing plan. If you choose not to continue using our services following a trial subscription, you may do so by going to Contact Support within our services, selecting End Trial from the menu and submitting your request. You may also at this point choose to delete all the information held by us on your organisation.
- 14. Suppeco pricing plans:** Your use of our services requires you to pay a monthly, quarterly, six monthly or annual subscription fee based on your subscription type (the **subscription fee**). The **pricing plan** consists of the product subscription and subscription fees we offered you, including invoicing, payment, auto-renewal and cancellation terms. The pricing plan may vary by region and includes information set out in the offer details, and may also be available in online subscription registration pages of our services. We may update or amend the pricing plan from time to time. The terms of your pricing plan form part of these terms. As with any other changes to our terms, changes to the pricing plan won't apply retrospectively, and if we make changes and you're a subscriber, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the date last updated at the top of the terms. Generally, we endeavour to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons beyond our control. When we notify you, we'll do it by email and by posting a visible notice through the My Home page of our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to Suppeco. You can find out more information on how to change pricing plans within the Admin area of our services. Depending on your region, subscription fees may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST), as reflected in the pricing plan.
- 15. Taxes for your use of our services:** You are responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.
- 16. Additional services:** Depending on how you use our services, you can benefit from the use of additional service modules that Suppeco either offers now, or that it will introduce in the future – such as for example: Auto Risk, Reciprocal Heatmap, or Psychometric. These will incur additional product fees. You can find out more on these from the online subscription registration page of our services. We will also let you know more when you sign up for those services.
- 17. Importance of timely payments:** In order to continue accessing our services, you need to make timely payments based on the pricing plan you selected. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your subscription until the payment is made.

Data use and privacy

Suppeco uses your data to provide our services to you. Our privacy notice is an important part of these terms and describes in more detail how we deal with personal data, like your name and email address.

- 18. Use of data:** When you enter or upload your data into our services, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing preferences.
- 19. Use of your own personal data:** We respect your privacy and take data protection seriously. In addition to these terms, our privacy notice sets out in detail how we process your own personal data that you enter into Suppeco, like your name and email address.
- 20. Use of personal data you enter about others:** Depending on where your contacts are based, our data processing terms may also apply to the personal data of others (such as your customers, suppliers and employees) that you enter into Suppeco.
- 21. Anonymised statistical data:** When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.
- 22. Data breach notifications:** Where we think there has been unauthorised access to personal data inside your subscription, we'll let you know and give you information about what has happened. Depending on the nature of the unauthorised access, and the location of your affected contacts, you may be required to assess whether the unauthorised access must be reported to the contact and/or a relevant authority. We think you're best placed to make this decision, because you'll have the most knowledge about the personal data stored in your subscription.

Confidential information

We take reasonable precautions to protect your confidential information and expect that you'll do the same for ours.

- 23. Keeping it confidential:** While using or arranging to use our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take such steps to protect the other party's confidential information from being accessed by unauthorised individuals as you and we take to protect your and our own similar confidential information, and neither party will disclose the other party's confidential information to anyone other than its own employees and contractors who need to know such confidential information in order to exercise its rights and obligations under this agreement, and who are bound by confidentiality provisions no less onerous than those set out in this section 23. These confidentiality obligations shall not apply to any information (i) that is already known by the receiving party prior to disclosure, (ii) is or becomes publicly available through no fault of the receiving party, (iii) is independently developed by the receiving party without reference or access to the confidential information. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

Security

We take security seriously and you should too! To help protect our services and your data, we offer added security features such as two-step authentication.

- 24. Security safeguards:** We've invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. While we've taken steps to help protect your data, no method of electronic storage is completely secure, and we cannot guarantee absolute security. We will notify you if there appears to be unauthorised access to your account and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.

- 25. Account security features:** We may introduce security features to make your account more secure, such as two-step authentication. Depending on where you are in the world or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.
- 26. Playing your part to secure your data:** You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of Suppeco's systems or services to store personal data, (unless it's a field explicitly asking for personal data - like a first name or last name) credit card details or bank account details.
- 27. Other services:** Some of our services, such as our mobile apps or the multi-currency functionality use of external feeds have additional terms for account information services that will apply.
- 28. Third-party products:** Along with the use of our services, you may use data, services and apps from other companies (third-party products), for example, those that we may make available via app marketplace. Any third party providing a third-party product is a provider and is independent of us, so be aware that a provider may also charge you fees in addition to what you pay us.
- 29. Third-party terms and descriptions:** Third-party products are subject to terms and conditions and privacy notices set by their providers. These include how the provider will use your data that you make available to them. Be sure to read and make sure you agree to their terms and conditions and understand their approach on personal and non-personal data before you connect to them. The descriptions of third-party products that we publish, and any associated links, have been provided to us by the providers. While we make reasonable efforts to check the accuracy of the descriptions, the providers are solely responsible for any representations contained in those descriptions. We don't endorse or assume any responsibility for third-party products.
- 30. Payments to Suppeco:** Just so you know, some third-party providers may pay Suppeco a fee that may be related to referrals from Suppeco, revenue made by the provider, or data that the providers access about you through our services with your consent.

Maintenance, downtime and data loss

We really try to minimise any downtime, but sometimes it's necessary so we can keep our services updated and secure. You also may have occasional access issues and may experience data loss, so backing up your data is important.

- 31. Availability:** We strive to maintain the availability of our services, and provide email support, 24 hours a day. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.
- 32. Access issues:** You know how the internet works – occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.
- 33. Data loss:** Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services
- 34. No compensation:** Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.
- 35. Problems and support:** If you have a problem, we have excellent support articles and guidance available through the Help section of our services that should help you with most situations. If you've tried the Help sections and still need help, you can find more information about how to

access online support within the Contact Support area of our services, or alternatively by emailing support@suppeco.com.

- 36. Modifications:** We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, or on our Insights blog, or within the My Home page area of our services when you log in).

Do's and don'ts

This section is uber important because it outlines how you can (and can't) use our services. Much of it will be common sense.

- 37. Feedback:** We love your feedback and may use it subject to approval without restriction.
- 38. Help using our services:** We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance and intuitive navigation and flow we provide.
- 39. Discussions on Insights:** On our Insights pages, you can participate in discussions about our services or you can reply to articles. Only share private information if you're happy for others to know it, and don't post anything you don't have the right to share.
- 40. Limitations:** Some of our services may be subject to limits such as a cap on the number of KPIs' permitted in certain sections, or the number of relationships permitted within a subscription.
- 41. No-charge or beta services:** Occasionally we may offer a service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.
- 42. While we can't cover everything here, we do want to highlight a few more examples of things you must not do:**
- Undermine the security or integrity of our computing systems or networks.
 - Use our services in any way that might impair functionality or interfere with other people's use.
 - Access any system without permission.
 - Introduce or upload anything to our services that includes viruses or other malicious code.
 - Share anything that may be offensive, violates any law, or infringes on the rights of others.
 - Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
 - Resell, lease, sublicense (unless we have given you express prior written consent to do so), transfer, assign or use our services in any way not expressly permitted through our services.
 - Repackage, resell, or sublicense any leads or data accessed through our services.
 - Commit fraud or other illegal acts through our services.
 - Access the services in order to build a similar or competing service or product, or use the service to provide services to third parties.
 - Act in a manner that is abusive or disrespectful to a Suppeco employee, partner, other Suppeco customer, or suppliers of Suppeco customers whom are engaging as invited users through the Suppeco services. We will not tolerate any abuse or bullying of our Suppeco employees or agents in any situation and that includes interaction with our support teams.

Termination

You can easily terminate your subscription at any time, and our services will cease at the point your next payment falls due in line with your selected subscription plan. If you decide to terminate or are terminated during a trial subscription, your services will be deactivated immediately. We may also terminate your subscription with the same notice. If you violate our terms, we may terminate your subscription immediately.

- 43. Subscription period:** Your subscription continues for the subscription period specified in your order. At the end of each subscription period, the subscription automatically continues for a further period of the same duration as the previous one unless either you or we serve notice in writing to terminate the subscription no less than three (3) months before expiry of the then current subscription period. We shall be entitled to increase the subscription fee in respect of any extended subscription period by up to three percent (3%) per annum. You may choose to terminate your subscription at any time, however you'll still need to pay all relevant subscription fees up to and including the last day of the then current subscription period.
- 44. Termination by Suppeco:** Suppeco may choose to terminate your subscription at any time by providing you with written notice in advance. Suppeco may also terminate or suspend your subscription or access to all or any data immediately if:
- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
 - you breach any of these terms and the breach cannot be remedied,
 - you fail to pay subscription fees,
 - you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction, or
 - you are acquired by, or merge with, a third party.
- 45. No refunds:** No refund is due to you if you terminate your subscription or Suppeco terminates it in accordance with these terms.
- 46. Retention of your data:** Once a subscription is terminated by you or us, it is archived, and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees. We retain data in case you need it as part of your record retention obligations, but you can get in touch with us to have your data removed completely if you wish. You may request a copy of such data within fourteen days of termination or expiry of the subscription period, and we shall provide you with a copy of such data. The provision of such data shall be subject to a fee in respect of the time incurred by us. We retain anonymised data for the ongoing development of our products and services, and for marketing purposes.

Liability and indemnity

This section is important as it outlines liability terms between us and both subscribers and invited users, so we urge you to read it closely and in full.

- 47. Indemnification:** We shall indemnify you against any third party claim that alleges that our services infringe any third party intellectual property rights. We shall pay you any costs and damages awarded against you by a court of competent jurisdiction as a result of any such claim. If our services become, or we reasonably believe they are likely to become, subject to such a claim, we shall be entitled to replace the applicable service with a functionally equivalent non-infringing service, obtain a licence for your continued use, or terminate the relevant subscription(s) and refund you any fees paid in advance for the remainder of the relevant subscription period calculated from the termination date. The indemnity from us shall not apply (a) if the service is modified by anyone other than us, (b) if the infringement is caused by you using or combining the service with unauthorised third party products or services, (c) to any use of the service in breach of these terms. You shall indemnify us against all losses, costs (including legal costs), expenses, demands or liability that are incurred by the other arising out of, or in

connection with, a third-party claim against us relating to your use of our services or any third-party product in connection with our services. The indemnities set out in this section 47 are subject to section 49 below.

- 48. Disclaimer of warranties:** Our services and all third-party products are made available to you on an “as is” basis. Subject to the consumer law terms in section 55, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.
- 49. Limitation of liability:** Other than liability that we can’t exclude or limit by law, and the indemnification obligations set out in section 48 above which shall be limited to the annual subscription fees paid or payable by you to us for the relevant services, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:
- We have no liability arising from your use of our services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
 - For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
 - Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 6 months immediately preceding the date on which the claim giving rise to the liability arose.

Disputes

This section outlines how disputes may be resolved.

- 50. Dispute resolution:** Most of your concerns can be resolved quickly and to everyone’s satisfaction by contacting us through support@suppeco.com. If we’re unable to resolve your complaint to your satisfaction (or if we haven’t been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties’ individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Important housekeeping

Here we set out some additionally important terms.

- 51. No professional advice:** Just to be clear, Suppeco isn’t a professional services firm of any sort, and isn’t in the business of giving any kind of professional advice. We may provide you with the components of relationship infrastructure that we think might be useful in managing and optimising dynamic business service engagements, but this should not be seen as a substitute for professional advice, and we aren’t liable for your use of the information that is generated, in that way.
- 52. Events outside our control:** We do our best to control what is controllable. We aren’t liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.
- 53. Notices:** Any notice you send to Suppeco must be sent to legalnotices@suppeco.com. Any notices we send to you will be sent to the email address you’ve provided us through your subscription. Notices shall be deemed received two business days after sending.
- 54. Consumer laws:** In some places, there may be non-excludable warranties, guarantees or other rights provided by law (**non-excludable consumer guarantees**). They still apply – these terms

do not exclude, restrict, or modify them. Except for non-excludable consumer guarantees and other rights, you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable consumer guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable consumer guarantee says otherwise), or terminating the subscription and providing a refund for the subscription fees paid in advance from the period of termination to the end of the subscription period.

55. **Export limitations:** You must not use our services in violation of any export or trade embargo laws that apply to you.
56. **Excluded terms:** The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.
57. **Blocking your access, disabling your subscription, or refusing to process a payment:** As our sites are global, different laws may apply in different countries that restrict our relationship with you. We may block your access, terminate your subscription, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk, or a risk of loss being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.
58. **Relationship between the parties; assignment:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or invited user. You're solely responsible for resolving disputes between you and any other subscriber or invited user as further described in section 5. Suppeco may assign these terms - or any of our rights or obligations in these terms - to another Suppeco entity as it deems appropriate. Suppeco **entities** are the companies controlled by or under common control with Suppeco Limited (a United Kingdom company with registration number 10939789).
59. **Changes to these terms:** We sometimes will decide to change these terms of use. But changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the date last updated at the top of the terms. Generally, we endeavour to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons beyond our control. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard notice to Suppeco.
60. **Rights of third parties.** No one other than subscriber and Suppeco shall have any rights to enforce any of the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
61. **Enforcement of terms:** If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.
62. **Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion, we mean our sole discretion.
63. **Choice of Law:** These terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts in England and Wales.

Suppeco Data Processing Addendum

This Data Processing Addendum (the Addendum) forms part of the Suppeco Terms of Use (and any ancillary or related documentation), as updated or amended from time to time (the Agreement), between you, the Customer (as defined below) and Suppeco. All capitalised terms not defined in this Addendum have the meaning set out in the Agreement.

This addendum only applies if and to the extent Suppeco processes personal data on behalf of a Customer where Customer either: (a) qualifies as a controller; or (b) has granted a sublicensee the right to access and use our services and that sublicensee qualifies as a controller, in each case with respect to that personal data under Applicable Data Protection Law (as defined below).

1. Data Protection

1.1 Definitions

In this Addendum, the following terms have the following meanings:

a) controller, processor, data subject, personal data, processing (and process) and special categories of personal data have the meanings given in Applicable Data Protection Law

b) Applicable Data Protection Law means the EU General Data Protection Regulation (Regulation 2016/679) (the GDPR) and any applicable national laws made under the GDPR

c) Customer has the same meaning as 'you' in the Suppeco Terms of Use

1.2 Relationship of the parties

The Customer (the controller) appoints Suppeco as a processor to process the personal data described in Annex B (the Data) only on the controller's documented instructions (and as per the terms set out in this Addendum) for the purposes described in the Agreement or as otherwise agreed in writing by the parties (the Permitted Purpose). Each party must comply with the obligations that apply to it under Applicable Data Protection Law.

1.3 Prohibited data

Unless explicitly requested by Suppeco to do so, the Customer will not disclose (and will not permit any sublicensee or data subject to disclose) any special categories of personal data to Suppeco for processing.

1.4 International transfers

Suppeco will not transfer the Data outside of the European Economic Area (EEA) unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (e.g., New Zealand), to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

1.5 Confidentiality of processing

Suppeco will ensure that any person it authorises to process the Data (an Authorised Person) will protect the Data in accordance with Suppeco's confidentiality obligations under the Agreement.

1.6 Security

Suppeco will implement technical and organisational measures, as set out in Annex A, which may be amended and updated from time to time, to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a Security Incident).

1.7 Subcontracting

The Customer consents (and, where Customer has appointed a sublicensee, shall ensure that sublicensee consents) to Suppeco engaging third-party sub processors to process the Data for the Permitted Purpose provided that:

(i) Suppeco maintains an up-to-date list of its sub processors, which is available on its website, which it will update with details of any change in sub processors at least 30 days prior to the change;

(ii) Suppeco imposes data protection terms on any sub processor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and

(iii) Suppeco remains liable for any breach of this Addendum that is caused by an act, error or omission of its sub processor. The Customer may object to Suppeco's appointment or replacement of a sub processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such an event, Suppeco will either not appoint or replace the sub processor or, if Suppeco determines at its sole discretion that this is not reasonably possible, the Customer may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by the Customer up to and including the date of suspension or termination).

1.8 Cooperation and data subjects' rights

Suppeco will provide reasonable and timely assistance to the Customer (at the Customer's expense) to enable the Customer or any permitted sublicensee to respond to:

(i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and

(ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. If any such request, correspondence, enquiry or complaint is made directly to Suppeco, Suppeco will promptly inform the Customer, providing full details.

1.9 Data Protection Impact Assessment

If Suppeco believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it will inform the Customer and provide reasonable cooperation to the Customer in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

1.10 Security incidents

If it becomes aware of a confirmed Security Incident, Suppeco will inform the Customer without undue delay and will provide reasonable information and cooperation to the Customer so Customer or any sublicensee can fulfil any data breach reporting obligations they may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Suppeco will further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep the Customer informed of all material developments in connection with the Security Incident.

1.11 Deletion or return of Data

Suppeco may retain the Data for a period of 5 years after a subscription is terminated in case the Customer later needs access to it. On expiry of this period or on the Customer's earlier request, Suppeco will delete or return the Data in a manner and form decided by Suppeco, acting reasonably. This requirement will not apply to the extent that Suppeco is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data Suppeco shall securely isolate and protect from any further processing.

1.12 Audit

The Customer acknowledges that Suppeco maintains audit standards in compliance with ISO27001 security management data audit principles which are available by arrangement by an independent third-party auditor. Upon the Customer's request, and subject to the confidentiality obligations set out in the Agreement, Suppeco will make available to the Customer (provided that they or their independent, third-party auditor are not a competitor of Suppeco) a copy of Suppeco's audit report in the same manner and form that Suppeco makes it generally available to customers.

Annex A – Security Measures

Information regarding the technical and organisational measures Suppeco has in place to protect Data in accordance with clause 1.6 of this Addendum is available in Suppeco's audit report, which can be requested from the Suppeco website.

In addition, Suppeco's hosted production environments is certified as compliant with ISO/IEC 27001:2013 which is globally recognised as the premier standard for information security management system (ISMS).

Annex B – Data Processing Schedule

Subject Matter and Duration of Processing of Personal Data

The subject matter of personal data to be processed is that of the contacts of the Customer or any sublicensee entered by or at the election of the Customer or such sublicensee into the Suppeco services.

The duration of processing personal data shall be for as long as we have a business relationship with the Customer, and at the end of that relationship, we will act in accordance with section 1.11 above regarding deletion or return of such personal data.

Nature and Purpose of Processing Personal Data

The nature and purpose of processing personal data is to enable the functionality of the Suppeco services as set out in the Agreement and related documentation.

Types of Personal Data Processed

The types of personal data processed include:

- a) names
- b) contact details
- c) job titles, roles and personal drivers
- d) other personal data types for use on the Suppeco services

Categories of Data Subjects

The categories of data subjects include:

- a) suppliers / service providers of Customer and any sublicensee
- b) customers / clients of Customer and any sublicensee
- c) stakeholders / employees of Customer and any sublicensee
- d) other contacts of the Customer and any sublicensee

Addendum 1

TRIAL SUBSCRIPTION TERMS

This Trial Subscription Addendum (this “**Addendum**”) between **Supecco Limited** (“**us**”) and the individual or entity which subscribed to the trial subscription as set out in the order (“**you**”) is effective as of the date on which you sign up for the trial subscription (the “**Effective Date**”).

The terms of this Addendum are supplemental to the Suppeco Terms of Use. In the event of a conflict between the terms of this Addendum and the Suppeco Terms of Use, the latter shall prevail.

1 LICENSE GRANT

- 1.1 Subject to the terms of this Addendum, we grant you access to our services (“**evaluation services**”) for the trial subscription period specified in your order (“**evaluation term**”) for the sole purpose of your internal evaluation of the evaluation services.

2 AUTHORISED USERS

- 2.1 You as the subscriber may allow your employees, agents, independent contractors (“**invited users**”) to use the evaluation services for the purposes of evaluation only provided that:
- (a) only you may bring actions against us for any losses, damage or liabilities suffered or incurred by any invited users;
 - (b) you shall procure that your invited users comply with the terms of this Addendum and the Suppeco Terms of Use and shall remain liable for all acts and omissions of your invited users;
 - (c) the maximum number of invited users that you authorise to access the evaluation services shall not exceed the number specified in your order; and
 - (d) you shall maintain a written, up to date list of invited users and provide that to us within five working days of written request.

3 RESTRICTIONS ON USE OF THE EVALUATION SERVICES

You shall not, and shall not allow any third party (unless allowed either by any applicable law which cannot be excluded by agreement between us, or by this Addendum):

- (a) use the evaluation services other than in accordance with the documentation the technical documentation for the evaluation services that is included in the evaluation services, and which may be modified by us from time to time ("**documentation**");
- (b) attempt to backup, copy, modify, create derivative works from, or distribute any part of the evaluation services;
- (c) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the evaluation services;
- (d) access any part of the evaluation services in order to build a competing product or service;
- (e) use the evaluation services to provide services to third parties;
- (f) license, lease, transfer, assign, disclose, or otherwise commercially exploit the evaluation services;
- (g) attempt to obtain, or assist third parties in obtaining, access to the evaluation services, other than as provided under this section 3;
- (h) modify any proprietary rights notices that appear in the evaluation services;
- (i) introduce, or allow the introduction of, any virus (as defined in section 4.1(a) below) into our network or information systems.

4 VIRUSES AND USE OF THE EVALUATION SERVICES

4.1 In your use of the evaluation services, you shall not access, store or distribute:

- (a) any software, program trojan horse, worm, virus or other code which does not serve a legitimate purpose, and which is designed to be destructive, disabling (excluding license keys) or harmful or enables theft, denial of service, unauthorised access to, or disclosure or corruption of information or software ("**virus**");
- (b) any material that:
 - (i) infringes the intellectual property or other rights of any third party;
 - (ii) is unlawful, illegal, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (iii) facilitates illegal activity; or
 - (iv) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability.

4.2 We shall be entitled to disable your access to any material that breaches the provisions of section 4.1.

4.3 You shall comply with all applicable laws and regulations with respect to the use of the evaluation services for the purposed of evaluation and performance of your obligations under this Addendum.

5 EVALUATION USE

5.1 Any information gathered by you through the use of the evaluation services may only be used for evaluation purposes and not commercial purposes. At the end of the evaluation period, you shall stop using and destroy any information that you have gathered.

5.2 We shall have the right to terminate, downgrade, limit or modify the evaluation services at any time without notice or compensation. No warranty, indemnity, availability, maintenance or support obligations of us will apply to evaluation services.

5.3 You agree to provide feedback related to the evaluation services as reasonably requested by us. You grant to us, without charge, the fully paid-up, perpetual right to exploit such feedback for any purpose.

6 TERM AND TERMINATION

6.1 This Addendum starts on the date set out in the order and will continue until the end of the trial subscription period in the order, at which point this Addendum and the licenses granted under the terms of this Addendum will automatically terminate. Either party may terminate this Addendum by serving seven days' notice to the other party.

6.2 On termination or expiry of this Addendum for any reason:

- (a) all licenses granted under this Addendum will immediately terminate and you shall immediately stop using the evaluation services;
- (b) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
- (c) we may destroy or otherwise dispose of any of your data in our possession unless we receive written notice requesting the return of your data no later than 10 days following the date of termination of this Addendum;

6.3 Sections 7, 8, 9, 11, 12 and 13 shall survive the termination of this Addendum.

7 OWNERSHIP

7.1 The evaluation services and documentation are the property of us and our licensors. We retain sole and exclusive ownership of all right, title, and interest in and to the evaluation services, documentation and any other technology used to provide them. Any and all enhancements, modifications, corrections and derivative works that are made to the evaluation services will be considered part of the evaluation software for the purposes of this Addendum and will be owned by us.

8 DATA

8.1 Each party shall comply with all data protection laws applicable to it.

8.2 We may collect and analyse our technical logs, account and login information, and other data about your use of the evaluation services such as frequency of logins, volume of your data collected, number of models deployed, feature usage and engagement ("**usage data**"). We use usage data to:

- (a) review trends and performance;
- (b) improve the evaluation software and develop new functionality and products; and
- (c) assist with diagnostic and corrective purposes in connection with the evaluation services, and usage data is not your confidential information or your data.

8.3 You retain all ownership of any data that you upload to the evaluation services ("**customer data**"). We shall retain ownership of all code in our machine learning platform used to provide the evaluation services.

8.4 We shall only use customer data as necessary to perform our obligations under this Addendum.

8.5 You confirm that you have the necessary rights and permissions to provide the customer data to us.

9 CONFIDENTIALITY

9.1 "**confidential information**" means all information that either you or we, or your or our affiliates ("**discloser**") disclose to the other party ("**recipient**") that is identified as confidential at the time of disclosure or should be reasonably known by the recipient to be confidential due to the nature of the information and the circumstances surrounding the disclosure.

9.2 The recipient will:

- (a) not use the discloser's confidential information for any purpose outside of this Addendum;
- (b) not disclose such confidential information to any person or entity other than on a need-to-know basis;
- (c) ensure that anyone confidential information is disclosed to is bound by written obligations of confidentiality in place with the recipient; and
- (d) use reasonable measures to protect the confidentiality of such confidential information.

9.3 If the recipient is required by applicable law or court order to make any disclosure of such confidential information, it will first give written notice to the discloser. To the extent within its control, the recipient shall allow the discloser to intervene in any relevant proceedings to protect its interests in its confidential information.

9.4 Confidential information will not include information that the recipient can show:

- (a) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure;

- (b) is or becomes publicly known through no breach of this Addendum;
 - (c) is independently developed without the use of the other party's confidential information; or
 - (d) is rightfully obtained from a third party without breach of any confidentiality obligation.
- 9.5 The recipient acknowledges that unauthorised disclosure of the discloser's confidential information could cause substantial harm to the discloser, for which damages would not be an adequate remedy.
- 10 **NO WARRANTY**
- 10.1 The evaluation services are provided on an "as is" basis. We make no representation or warranty that the evaluation services function as intended by any party, is fit for any particular purpose, is bug free or does not infringe the intellectual property rights of any person. You shall be solely responsible for ascertaining whether the evaluation services meet your requirements.
- 10.2 We shall not be required to undertake any technical support, maintenance or other work in relation to the evaluation services.
- 11 **LIABILITY**
- 11.1 You agree to defend us, at your cost, against any third-party claim arising from the processing of any of your data in the evaluation services and you shall pay all costs and damages finally awarded against us by a court of competent jurisdiction as a result of any such claim.
- 11.2 Subject to section 11.5, we will not have any liability in relation to any conclusions drawn by you or any third party from your or its use of the evaluation services. We will not be liable to you for any costs, expenses or losses suffered or incurred by you as a result of it relying on any information gathered from your use of the evaluation services.
- 11.3 Subject to section 11.5, in no event will we be liable for any: (a) loss of revenues or profits; (b) loss of or damage to business reputation; (c) loss of use or business interruption; (d) loss of wasted management time or staff time; (e) loss of data; or (f) indirect, incidental, special, punitive or consequential whether in an action in contract or tort (including negligence), even if the other party has been advised of the possibility of such damages.
- 11.4 Other than for a breach of section 3, and subject to sections 11.1 and 11.5, each party's liability in connection with your use of the evaluation services will be £10,000.
- 11.5 Nothing in this Agreement will limit or exclude either party's liability for:
- (a) any matter which by law may not be excluded or limited; and
 - (b) in your case, for breach of sections 3, 4 and section 8.

Addendum 2

SUBLICENSING TERMS

1. **SUBLICENSE**

- 1.1 **Authority to Sublicense.** Subscriber may grant a third party a sublicense to access and use our services only if we have given subscriber our express prior written consent to do so, which we may give or withhold in our sole discretion.
- 1.2 **Restrictions.** If we have given our express prior written consent to subscriber granting a sublicense:
- (a) **Sublicense Terms.** Subscriber must enter into a legally binding agreement which governs sublicensee's right to access and use our services. That legally binding agreement must: (a) prohibit the sublicensee from reselling, leasing, sublicensing, transferring, assigning or using our services for the benefit of any third party; (b) make clear that we give no representations or warranties to the sublicensee in relation to our services and that the sublicensee has no right to bring a claim against us and we shall have no liability to the sublicensee directly or indirectly in relation to our services; (c) include rights for you, and for us as a third party beneficiary (notwithstanding the Contract (Rights of Third Parties) Act of 1999) to audit any sublicensee's use of our services; and (d) contain terms equivalent to those in clauses 5, 7,

9, 10, 11, 12, 18 to 42 (inclusive), 46, 48, 49, 51, 52 and 54 to 63 inclusive of this Agreement. Subscriber must enforce the terms of such legally binding agreement.

- (c) **Responsibility.** The subscriber remains fully responsible for any acts or omissions of their sublicensee. If the sublicensee carries out any acts or omissions which would constitute a breach of this Agreement if carried out by the subscriber, subscriber shall be deemed to be in breach of this Agreement.
- (d) **Termination of Sublicense.** Subscriber shall immediately terminate any sublicense granted to a sublicensee upon termination of this Agreement or if the sublicensee breaches any terms of the sublicense or this Agreement.

2. STEP-IN RIGHTS FOR SUBLICENSEES

2.1 **Right to Step-In.** If our agreement with subscriber is terminated for any reason, we may, in our sole discretion, offer the sublicensee the option to become a direct subscriber, subject to the terms and conditions of this Agreement and/or any new agreement we agree with the sublicensee.

2.2 Conditions for Step-In.

- (a) **Notification.** If we choose to do so, when this Agreement terminates or we or subscriber have served notice to terminate this Agreement, we may contact sublicensee to notify them of the termination and offer them the option to become a direct subscriber. Subscriber must provide us with the contact details of the sublicensee to enable us to do so.
- (b) **New Agreement.** If the sublicensee wishes to become a direct subscriber, we will enter into a new agreement with sublicensee to formalise its status as the direct subscriber, on terms to be agreed (which may be different to this Agreement).
- (c) **Liability.** We will not be liable to subscriber or sublicensee for any disruption, loss, damage, costs, expenses or other liability suffered by the subscriber or sublicensee as a result of the termination of this Agreement and/or any subsequent step-in process.

3. Survival.

The provisions of this Addendum 2 shall survive termination or expiry of this Agreement.

Order. Pricing Plan.		
Suppeco	SUPPECO LIMITED a private limited company incorporated in England (Company Number 10939789)	
You	XXXX XXXX a company incorporated in XXXX with its registered office at XXXX XXXX XXX XXX (Company Number XXXXXXXXXX)	
Key contacts	You: Suppeco:	
Services		
Additional Services, Modules (If applicable)		
Trial Subscription	Pricing Plan	
Trial Subscription Period		
Trial Subscription Fees frequency		
Trial Subscription maximum number of invited users		
Subscription / Selected Plan		
Subscription Fees		
Invoicing		
Cancellation		

By signing this Order Form, you agree to the Suppeco terms attached to this Order Form (and any other terms, addenda and policies incorporated into the Suppeco terms).

SIGNED
on behalf of
SUPPECO LIMITED
by its authorised representative

SIGNED
on behalf of
XXXX XXXX XXXX XXX
by its authorised representative

Signature

Signature

Print name

Print name
NAME, TITLE

Date

Date