TRADESHIFT

TRADESHIFT
SAAS SUBSCRIPTION AGREEMENT

This **SAAS SUBSCRIPTION AGREEMENT** ("Agreement") is entered into by and between Tradeshift and Customer (collectively, the "Parties"), and establishes the terms under which Customer may use certain Tradeshift SaaS Services and/or receive certain Consulting Services under Orders governed by this Agreement. Defined terms in this Agreement are defined at bottom.

1. **Provision of the SaaS Service.**
   1.1 **Access.** During the Subscription Term, and subject to the Order and Agreement terms, Tradeshift will provide the SaaS Service on a non-exclusive, non-transferable, non-sublicensable basis, in exchange for the Subscription Fees. Customer's use is solely for its internal business operations, and subject to any usage metrics in the Order. The SaaS Service will materially conform to the features and functionality stated in the Documentation. Tradeshift will provide hosting availability, support services, security measures, and other services as described in the Operational Practices. Customer's use of the SaaS Service may also require establishing one or more account(s) on the Tradeshift platform and acceptance of the Tradeshift Terms of Service for such account(s). Use of the Tradeshift platform by Customer's trading partners requires that such trading partners register on the platform and accept the Tradeshift Terms of Service.
   1.2. **Authorized Users.** Customer is responsible for all activity by Authorized Users in connection with the SaaS Service, including compliance with the Agreement and Order. Tradeshift has no obligation to verify the identity of any Authorized Users.
   1.3 **Customer Limitations**. Customer will not (a) rent, lease, sublease, sublicense, transfer, assign or otherwise allow third party access (other than Authorized Users) to the SaaS Service; (b) copy, modify or create derivative works based on the SaaS Service or Documentation (for the sake of clarity, inputting Customer Data is not considered a creation of a derivative work); (c) access or use the SaaS Service except as expressly permitted under this Agreement, (d) build any competitive product or service; (e) modify, reverse engineer, decompile or otherwise attempt to discover the source code of Tradeshift's IPR; (f) use the SaaS Service in an unlawful manner; or (g) fail to abide by applicable local regulations regarding offering of the SaaS Service to Authorized Users. Customer will maintain commercially reasonable security procedures for the transmission of data to the SaaS Services. Customer will notify Tradeshift immediately of any suspected security breach regarding transmissions to or from Tradeshift. If Customer does not comply with the foregoing restrictions or Order terms, Tradeshift may immediately suspend Customer's access until compliance occurs.
   1.4. Tradeshift reserves the right to take steps reasonably necessary to protect the security, integrity or availability of the SaaS Service, notwithstanding anything to the contrary in the Agreement. Tradeshift is for purposes of this section entitled to monitor Customer's use of the SaaS Service.

2. **Security And Data Protection.**
   2.1 As provided in the Tradeshift Operational Practices, Tradeshift will maintain reasonable administrative, physical and technical safeguards for the protection of the confidentiality, integrity and availability of the SaaS Service and Customer Data, and specifically undertakes to maintain and enforce an Information Security Policy for the SaaS Service based on the ISO 27001 standard, or equivalent. Compliance with the Tradeshift Information Security Policy shall be deemed compliance with Tradeshift's obligations to protect Customer Data as set forth in the Agreement. Tradeshift shall process Account Admin Personal Data as a Data Controller, in accordance with Tradeshift's privacy policies and in compliance with Data Protection Laws. To the extent that Customer is transferring Account Admin Personal Data to Tradeshift, Customer warrants that it has obtained all the necessary consents, authorizations, rights and permissions to lawfully disclose Account Admin Personal Data to Tradeshift.

   2.2 Tradeshift shall process Personal Data included in Customer Data (except as provided above) as a Data Processor on behalf of the Customer. Tradeshift shall not collect, sell or use such Personal Data except as necessary to perform the SaaS Service or as otherwise permitted by applicable laws and this Agreement. To the extent that Data Protection Laws applicable to Customer or Customer Data require Customer to execute dedicated terms relating to the processing of Personal Data, Customer shall execute the Tradeshift Data Processing Agreement located at this page: https://tradeshift.com/agreements/gdpr-data-protection/. Once executed by Customer in accordance with the instructions provided at the above-mentioned page, the Data Processing Agreement shall be incorporated by reference into this Agreement.

   2.3 Tradeshift and its service providers host and operate the SaaS Service in various jurisdictions, including a primary data center currently located in Ireland, as outlined at https://tradeshift.com/privacy/subprocessors/, and Customer is encouraged to confirm where the specific SaaS Services to be received by Customer are hosted and operated.

   2.4 Where a Data Subject submits a verifiable request to Tradeshift to exercise their privacy rights relating to their Personal Data included in Customer Data, Tradeshift shall forward such a request to the Customer as soon as reasonably practicable.

2.5 To the extent that Tradeshift requires Personal Data to perform the SaaS Services, Customer will provide Personal Data only to the extent reasonably required and shall not provide Sensitive Personal Data as defined in the Tradeshift Platform Privacy Statement.

3. Intellectual Property & Ownership.
3.1 **Customer Data.** As between Tradeshift and Customer, Customer owns all rights in Customer Data. Tradeshift may host, copy, process, transmit and display Customer Data as reasonably necessary to provide the SaaS Service to Customer or as otherwise provided in this Agreement. In using the SaaS Service, Customer understands that Tradeshift will send Customer Data, including transaction data, to Customer's Trading Partners (or others that Customer or your Trading Partners (as to their shared documents with you) authorize) and Tradeshift service providers in order to facilitate transactions and the services associated with the SaaS Service or value added services, as more fully described in the Operational Practices. Tradeshift shall have a perpetual, irrevocable, worldwide right to use any de-identified and aggregated data that arises from use of the SaaS Services by Customer, provided such data (i) is not identifiable to any person or entity (including Customer), except as otherwise instructed or consented to by Customer; and (ii) does not contain any of Customer's Confidential Information or intellectual property.
3.2 **SaaS Service.** The SaaS Service (and any modifications or derivatives thereto) and all Deliverables, are and shall remain the sole property of Tradeshift, including all IPR therein and thereto. Accordingly, if Customer elects in its sole discretion to give Tradeshift any feedback specifically relating to the SaaS Service ("Feedback"), Customer grants to Tradeshift a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate and use, commercialize and distribute such Feedback within the SaaS Service.

4. Billing & Payment.
4.1 **Fees.** Customer will pay the applicable fees set forth in the Order ("Fees"), in the Order-stated currency. Unless the Order otherwise states, Customer will pay such Fees within thirty (30) days after the date of the invoice. All Fees are non-cancelable and fees paid are non-refundable unless otherwise provided in this Agreement. Late payments will bear interest at the lesser of one and one-half percent (1½%) per month or the maximum rate allowed by law. Customer will reimburse Tradeshift for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.
4.2 **Dispute.** If Customer disputes the invoice accuracy in good faith, Customer shall (a) provide Tradeshift with notice and reasonable detail of the dispute before the invoice due date, and (b) pay the undisputed portion by the invoice due date.
4.3 **Taxes.** All Fees are exclusive of all applicable taxes and/or other related items. Customer is responsible for payment of all such items, excluding taxes based solely on Tradeshift's income.
4.4 **Inflationary Adjustments.** Unless otherwise provided in an Order, any annual subscription Fees shall increase annually, beginning with the third year of the applicable Subscription Term, as of each anniversary of the Effective Date of the Order, by the amount of the increase in the Consumer Price Index - All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100, provided that for Orders with Fees in British Pound Sterling, the general index of retail prices published by the UK Office for National Statistics shall be the referenced index, and for Orders with Fees in Euro, the Harmonised Index of Consumer Prices compiled and published by Eurostat on behalf of the European Central Bank shall be the referenced index. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date.

5. Term & Termination.
5.1 **Term of the Agreement.** This Agreement will (a) apply to all Orders that reference this Agreement, and (b) will continue for so long as there is a valid Order between the parties.
5.2 **Term of Order.** Each Order for SaaS Service will specify the Subscription Term of the SaaS Service.
5.3 **Termination for material breach.** A party may terminate an Order (which will terminate subscriptions purchased thereunder) (a) upon the other party's material breach of the Order that remains uncured for thirty (30) days after receiving a reasonably detailed written notice describing the breach. For material breaches relating to the rights granted or restrictions in section 1.3 (Customer Limitations) or section 9 (Confidentiality), no such cure period will be granted and termination will be immediate.
5.4 **Data at Expiration or Termination.** At termination or expiration of this Agreement or Order, Tradeshift may immediately deactivate Customer's account(s) and SaaS Service access under the applicable Order. Solely during the thirty (30) day period after termination or expiration, Tradeshift shall however grant a reasonable number of Authorized Users access to the SaaS Service for the sole purpose of retrieving any Customer Data that it wishes to retain and deleting any remaining Customer Data. Tradeshift will delete or permanently obfuscate (render unreadable) the Customer Data

associated with and identifiable to Customer within the later of ninety (90) days of request by Customer or when Tradeshift no longer has a legitimate interest, legal obligation or other applicable lawful basis to retain such information.

5.5 **Effect of Termination & Survival.** Upon early termination of this Agreement by Customer under Section 5.3, Customer is entitled to a prorated refund of prepaid fees relating to the SaaS Service applicable to the remaining period in the applicable Subscription Term. These sections survive termination, 1.3 ("Customer Limitations"), 3 ("Intellectual Property & Ownership"), 4 ("Billing & Payment"), 5 ("Term & Termination"), 6 ("Representations & Warranties"), 7 ("Indemnification"), 8 ("Limitation of Liability"), 9 ("Confidentiality"), 11 ("General"), and 12 ("Definitions").

6. **Representations & Warranties.**

6.1 **By Each Party.** Each party represents and warrants that it has (a) the power and authority to enter into this Agreement, and (b) that to the best of its knowledge the entry into this Agreement and the delivery and performance of it does not violate the terms of any other legally binding agreement.

6.2 **By Tradeshift.**

6.2.1 **Product Warranty.** Tradeshift warrants that, throughout the Subscription Term, the SaaS Service will perform substantially in accordance with the applicable Documentation, and Tradeshift shall not materially decrease the core functionality of the SaaS Service. If a breach of the foregoing warranty occurs, Customer shall notify Tradeshift by written notice of the specific way(s) in which the SaaS Service does not comply with the warranty. Upon receiving Customer's written notice, Tradeshift shall use reasonable efforts to correct such breach. If Tradeshift does not correct the breach within sixty (60) days of the written notice, Customer may terminate the applicable Order within the next thirty (30) days (by providing written notice of termination). In case of such termination, Tradeshift will refund per Section 5.5, pro-rated from the date of the notice of breach. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the SaaS Service that is made or caused by or on behalf of anyone other than Tradeshift. The foregoing remedy is the sole and exclusive remedy for a breach of this Section.

6.2.2 **Malicious Code.** Tradeshift warrants that Tradeshift shall take reasonable measures to prevent introduction of, and shall not knowingly or intentionally introduce, software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm ("Malicious Code"). Customer agrees to not knowingly or intentionally introduce Malicious Code in the SaaS Service. If the parties detect any such Malicious Code in the SaaS Service, or that any such Malicious Code has been sent from Customer's systems to the SaaS Service, the parties will cooperate to eliminate such Malicious Code as promptly as reasonably practicable.

6.3 **By Customer.**

6.3.1 Customer represents and warrants that it has obtained all necessary consents and permissions from data subjects for the submission and processing of Personal Data included in Customer Data before submission of that Personal Data to the SaaS Service.

6.3.2 Customer remains solely responsible and liable for the Customer Data that is uploaded, stored, generated, or transmitted by Customer to Tradeshift as part of Customer's use of the SaaS Service ("Content") and for ensuring that the Content complies with this Agreement and with all regulatory and legal obligations applicable to the Content. If any portion of the Content contains material that may be harmful to Tradeshift's systems (e.g. a virus), then Tradeshift reserves the right to act without Customer's consent or without prior notice to Customer to protect Tradeshift's systems.

6.4 **WARRANTY DISCLAIMERS.** EXCEPT FOR WARRANTIES STATED IN THIS SECTION 6, NO OTHER REPRESENTATIONS AND WARRANTIES ARE MADE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT DATA OR TRANSMISSIONS WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED. NEITHER PARTY IS RESPONSIBLE FOR RISKS INHERENT IN THE USE OF THE INTERNET.

7. Indemnification.

7.1 **By Tradeshift.** Tradeshift shall defend and indemnify Customer from and against any claims asserted by a third party against Customer based on an allegation that use of the SaaS Service in accordance with the Documentation, the Agreement and the applicable Order infringes such third party's IPR (collectively "Claims"). Tradeshift shall pay all damages, costs, expenses (including reasonable attorney's fees and costs) awarded by a court against Customer relating to Claims. Tradeshift shall have no obligation or liability for any Claims: (a) to the extent caused by Customer's or any Authorized User's use of the SaaS Service other than as permitted under this Agreement; (b) to the extent caused by the combination of the SaaS Service with any products, services, hardware, data, content, or business processes not supplied by Tradeshift, to the extent the combination creates the infringement; or (c) to the extent caused by the alteration of the SaaS Service by anyone other than Tradeshift, or (d) to the extent caused by Tradeshift's compliance with Customer's specific instructions. If Tradeshift becomes aware of a Claim or Tradeshift reasonably believes such a Claim will occur, Tradeshift will, at its sole option either: (i) obtain for Customer the right to continue use of the SaaS Service; or (ii) replace or modify the SaaS Service so that it is no longer infringing; or, (iii) if neither (i) nor (ii) is reasonably available to Tradeshift, terminate in

good faith the SaaS Service (but such termination shall not relieve Tradeshift of the indemnification obligations set out in this Section 7.1) and refund to Customer a prorated amount per Section 5.5.

7.2 **By Customer.** Customer shall defend (at Tradeshift's option) and indemnify Tradeshift, and hold Tradeshift harmless, from and against any claims asserted by a third party against Tradeshift based on (a) allegations that use of Customer Data infringes the IPR or violates other legal rights of a third party; (b) Customer's failure to obtain consents and permissions from data subjects for the Customer's submission and processing of personal data in the SaaS Service; or (c) Customer's breach of Section 1.3. Customer shall pay all damages, costs, expenses (including reasonable attorney's fees and costs) awarded by a court against Tradeshift relating to the same.

7.3 **Indemnity Process.** Each Party's indemnification obligations are conditioned on the indemnified Party: (a) promptly giving written notice of the third party claims to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the third party claims; and (c) providing to the indemnifying party all available information and assistance resulting from the third party claims, including reasonable mitigation, at the indemnifying party's request and expense. The indemnified party may participate in the defense of the claims, at the indemnified party's sole expense (not subject to reimbursement). Neither party may settle any claim that includes a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought without that party's prior written consent. Neither party may admit liability for or consent to any judgment or concede or settle or compromise any third party claims unless that admission or concession or settlement or compromise includes a full and unconditional release of the other party from all liabilities in respect of the third party claim. Nothing in this Section shall restrict or limit a party's general obligation to mitigate losses he may suffer or incur as a result of an event that may give rise to a claim under indemnity. For clarity, a "third party claim" as used in this Section is not a claim brought by a Party to this Agreement or any of their affiliates.

7.4 THE FOREGOING ARE THE DEFENDING/INDEMNIFYING PARTY'S SOLE OBLIGATIONS, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDIES WITH RESPECT TO INDEMNIFICATION AND THE MATTERS ADDRESSED IN THIS SECTION 7.

8. Limitation of Liability.

8.1 **Monetary Damages Cap.** IN NO EVENT WILL EITHER PARTY'S (INCLUDING ITS SERVICE PROVIDERS) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID AND/OR DUE FROM CUSTOMER RELATING UNDER THE RESPECTIVE ORDER RELATING TO THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8.2 **Liability Exclusions.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, IMPLIED, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE, PROFITS, OR USE) OR FORCE MAJEURE OCCURRENCE ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 **Limitations Fair and Reasonable.** EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION 8 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF THOSE LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

8.4 **Exceptions.** NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 8 SHALL EXCLUDE OR LIMIT THE LIABILITY OF A PARTY FOR (a) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW (INCLUDING DEATH, BODILY INJURY, OR FRAUD), (b) CUSTOMER's OBLIGATION TO PAY AMOUNTS DUE TO TRADESHIFT UNDER THE AGREEMENT; OR (c) A CLAIM BY A PARTY ("CLAIMANT") THAT THE OTHER PARTY MISAPPROPRIATED CLAIMANT'S IP.

9. Confidentiality.

9.1 Customer and Tradeshift will maintain the confidentiality of Confidential Information as defined in section 9.2 below. The receiving party ("Recipient") of any Confidential Information of the other party ("Discloser") agrees not to use such Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement, except as otherwise stated. The Recipient shall protect the secrecy of and prevent disclosure and unauthorized use of Discloser's Confidential Information using the same degree of care that it takes to protect its own confidential information and in no event shall use less than reasonable care. The terms of this Confidentiality section shall survive termination or expiration of this Agreement for three (3) years thereafter. Upon termination or expiration of this Agreement, the Recipient will, at the Discloser's option, promptly return or destroy the Discloser's Confidential Information. A party may disclose the other party's Confidential Information to the extent required by any law or regulation.

9.2 "Confidential Information" means any proprietary information received by Recipient during, or prior to entering into, this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure including the SaaS Service and any non-public technical and business information (including pricing) of Discloser. Confidential Information does not include information that:

    (a) is or becomes generally known to the public through no fault of or breach of this Agreement by Recipient;

    (b) is rightfully known by Recipient at the time of disclosure without an obligation of confidentiality to Discloser;

    (c) is independently developed by Recipient without use of Discloser's Confidential Information; or

    (d) Recipient rightfully obtains from a third party without restriction on use or disclosure.

10. Compliance with Laws.

10.1 Both Parties represent, warrant and covenant that they have not, and will not breach the bribery laws of the U.K., USA and other applicable jurisdictions relating to this Agreement, Order or Consulting Services agreement ("Bribery Laws") by offering, giving, soliciting or accepting any bribe from any person, organization or company with the intent to coerce or induce the other party or an employee or agent of the other party to act improperly in the course of their duties. In the event that either Party is found guilty of failing to prevent an act of bribery, or makes, offers or solicits a bribe from the other Party, then that Party's rights under this Agreement will be terminated immediately. Such termination will not affect Tradeshift's rights and remedies surviving termination of this Agreement. Customer will promptly send Written Notice to Tradeshift if Customer becomes aware of any circumstances or incidents that breach the Bribery Laws.

10.2 Tradeshift shall take reasonable steps to ensure that slavery and human trafficking (as such phrase is defined in section 54(12), Modern Slavery Act 2015) is not taking place in any of its supply chains or in any part of its own business.

10.3 Each party shall comply with the economic or financial sanctions, export laws and trade embargoes imposed, administered or enforced from time to time by the U.S. government (including those administered by U.S. Office of Foreign Assets Control OFAC), the European Union or Her Majesty's Treasury. Customer represents that neither it nor its affiliates or employees or service providers who Customer may allow to utilize the SaaS Service are located in, under the control of, or a national or resident of any country to which the United States has applied sanctions. Tradeshift may block access to the Services from locations based on geographic indicators in a good faith effort to comply with export laws. Customer shall not allow use of the SaaS Service in violation of applicable anti-money laundering laws and regulations, including but not limited to the U.S. Money Laundering Control Act of 1986 and the U.K. Proceeds of Crime Act 2002.

11. General.

11.1   **Notices.** All notices relating a matter applicable to the Agreement or Order, must be sent by a Party to the other Party in English by express courier service, to the address specified in the applicable Order or as subsequently updated in writing ("Written Notice"). A Written Notice to Tradeshift must include a copy to legal@tradeshift.com .

11.2   **Assignment.** Neither Party may assign or otherwise transfer an Order or this Agreement, without the other Party's prior written consent (not to be unreasonably withheld, delayed or conditioned), except that a Party may assign this Agreement without the other Party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the assigning Party's obligations under this Agreement.

11.3   **Force Majeure.** If either Party is prevented from performing, obligations due to any cause beyond its reasonable control, e.g., war, riots, fire, earthquake, flood, hurricane, other natural disasters, interruption of internet services and technology provided or controlled by third parties and/or the public internet structure and acts of God, (collectively, "Force Majeure"), the affected Party's performance will be suspended for the resulting period of delay or inability to perform. If such Force Majeure lasts for more than thirty (30) days, the non-affected party may terminate the affected Order.

11.4   **Governing Law; Venue.**

(a) If the Tradeshift entity executing this Agreement is Tradeshift Inc, a Delaware corporation, this Agreement and all claims or causes of action (in contract, tort, or statute) arising out of or related to it will be governed by and enforced in accordance with, the internal laws of the State of New York (without application of the conflicts of law provisions of any jurisdiction), and the parties agree to the exclusive jurisdiction and venue of the courts in the City of New York, New York.

(b) If the Tradeshift entity executing this Agreement is any entity other than Tradeshift Inc., a Delaware corporation, this Agreement will be governed by English law (without application of the conflicts of law provisions of any jurisdiction), and the parties agree to the exclusive jurisdiction of the English courts.

11.5   **If Customer is the U.S. Government.** If Customer is the U.S. Federal Government, Tradeshift provides the Tradeshift Service, including related software and technology, under the following: Government technical data and software rights related to the Tradeshift Service include only those rights customarily provided to the public as defined in this Agreement. This customary access right and license is provided in accordance with FAR 12.211 (Technical Data) and

FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Tradeshift to determine if there are acceptable terms for transferring those rights, and a mutually acceptable written addendum specifically conveying those rights, must be included in any applicable contract or agreement.

11. 6 **Miscellaneous**.

11.6.1 This Agreement comprises the entire agreement between Customer and Tradeshift and supersedes all prior or contemporaneous proposals, quotes, negotiations, discussions, or agreements, whether written or oral, between the parties for services governed by the terms of this Agreement. This Agreement will be construed as if drafted by both parties and will not be strictly construed against either party. Any preprinted, unsigned terms on any Customer ordering documents (such as purchase order) will have no effect on the Order. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of that right or provision unless the waiver is in writing signed by the waiving party. No modification of this Agreement will be effective unless in writing and signed by both parties.If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.6.2 In the event of any conflicts between this Agreement, any Order, the following order-of-precedence applies: the Order, then the Operational Practices, then the Agreement.

11.6.3 Tradeshift does not and shall not be deemed to provide tax or legal advice in providing the SaaS Service or Consulting Services. Tradeshift works with external advisors and its service providers using reasonable efforts to adapt the SaaS Service to current requirements for electronic invoicing in the countries supported by the SaaS Service, but due to rapidly changing tax regulations which require interpretation by Customer's qualified tax and legal professionals, Customer bears full responsibility to determine the applicability of the output generated by the SaaS Service and confirm its accuracy. Customer is solely responsible for any liabilities, penalties, or interest related, to the proper application of sales, use and value-added taxes to transactions processed using the SaaS Service including, determination of Customer's nexus to any jurisdiction and similar issues. Customer will not rely solely on its use of the SaaS Service in complying with any laws and governmental regulations.

11.6.4 The Parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Customer and Tradeshift as a result of this Agreement or use of the SaaS Service or consulting services.

11.6.5 If Tradeshift uses a Subcontractor, Tradeshift remains liable under the terms of this Agreement for the performance of that Subcontractor's obligations.

11.6.6 Except as expressly provided in this Agreement, this Agreement does not give rise to any rights under the U.K. Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11.6.7 No action, regardless of form, arising from this Agreement, Order or Consulting Services agreement may be brought by either Party more than two (2) years after the cause of action has accrued, except that an action for non-payment may be brought at any time.

11.6.8 This agreement shall be prepared and interpreted in the English language. Any translation of this Agreement into another language is for the purpose of convenience only. Any inconsistency arising due to a translation into another language or a difference of interpretation between two or more languages, will be resolved in favour of the English language version.

12. Definitions

12.1   "Account Admin" means the individual or individuals under Customer's account who will act as the main operator of the SaaS Service on behalf of Customer and as Customer's designated point of contact.

12.2   "Account Admin Personal Data" means Personal Data consisting of contact information of an Account Admin that will be used by Tradeshift to engage in communications related to the SaaS Service and the Agreement. For the purpose of this Agreement, Account Admin Personal Data shall not be deemed to constitute Customer Data.

12.3   "Authorized User" means a person to whom access has been granted by Customer, including third parties such as service providers and, if Customer is a marketplace operator using the SaaS Service, marketplace participants.

12.4   "Consulting Services" means any consulting service(s) and deliverables provided by Tradeshift using commercially reasonable efforts, as stated in an SOW.

12.5   "Customer Data" means any electronic data, information or material provided or submitted by Customer or Authorized Users to or through the SaaS Service from Customer's systems for processing, and the outputs and modifications to that data obtained from such processing.

12.6   "Data Controller", "Data Processor" and "Data Subject" shall have the meaning set out under Data Protection Laws.

12.7   "Data Protection Laws" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States, applicable to

the Processing of Personal Data under the Agreement as amended from time to time, including expressly the "GDPR" referring to the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the California Consumer Privacy Act ("CCPA") of 2018.

12.8   "Documentation" means the then-current standardized description in relation to the SaaS Service generally made available by Tradeshift.

12.9   "Intellectual Property Rights" (or "IPR") means patents, patent applications, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights and similar forms of protection.

12.10 "Operational Practices" means the standard practices and policies applicable to the SaaS Service, including specifically the Tradeshift Support Services policy, Tradeshift SaaS Availability SLA, Information Security Policy, Tradeshift Data Policy, Tradeshift Code of Conduct and the Tradeshift Platform Privacy Policy, which are found at tradeshift.com/legal/toc, are incorporated herein and may be updated from time to time by Tradeshift (notice of any material updates shall be provided in advance to Customer via product release notes or other effective means).

12.11 "Order" means a transaction document signed by authorized representatives of Tradeshift and Customer identifying the SaaS Service(s) and/or Consulting Service(s) ordered by Customer, the Subscription Fees, product specific terms, and commercial details applicable to the order.

12.12 "Personal Data" shall have the meaning set out under the Data Protection Laws.

12.13 "SaaS Service" means the web-based 'Software-as-a-Service' technology platform and products as ordered by Customer under an Order.

12.14 "SOW" means an Order for Consulting Services.

12.15 "Subscription Fees" means the fees specified in the applicable Order associated with access to and use of the SaaS Services, including any applicable overage charge.

12.16 "Subscription Term" means the subscription period(s) specified in the applicable Order.

12.17 "Subcontractor" means any subservice provider, contractor, consultant, or other third party, providing any portion of the SaaS Services or Consulting Services to be provided by Tradeshift under this Agreement, but does not include third party application services providers who may offer integrated services but who contract directly with Customer prior to enabling such integrated service, or service providers leveraged by Tradeshift in the provision of the SaaS Service that are not directly responsible for the performance of the obligations described under this Agreement.

12.18 "Tradeshift" means the Tradeshift entity specified in the Order including any Affiliates identified on such Order or Statement of Work.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives signing below, execute and agree to be legally bound by the terms and conditions contained in this Agreement:

Customer: _____   **Tradeshift**

Signature: Signature:

Print Name: Print Name:

Title: Title:

Date: Date: