



RELISH CLOUD SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

This Supplement is part of an Agreement for RELISH products and services between RELISH and Customer and applies to the RELISH Cloud Services for which Customer is subscribed as set forth herein (the “**Cloud Service**”). Capitalized terms used in this Supplement but not defined herein have the meanings assigned to them in the applicable Order Form or Documentation. Unless an alternate Supplemental Terms and Conditions document is referenced in the applicable Cloud Service Order Form, this Supplement applies to all RELISH Cloud Services as set forth herein whether or not referred to specifically in this Supplement.

PART 1 – SUPPLEMENTAL TERMS APPLICABLE TO RELISH CLOUD SERVICES

1. Consulting Services. Customer’s initial subscription to each Cloud Service includes a standard Consulting Service package for the initial deployment of the Cloud Service, as applicable. Such Consulting Service packages are not included with any additional, replacement, or renewal order of a Cloud Service to which Customer is already subscribed unless otherwise provided in the Order Form. Standard Consulting Services for the initial deployment of applicable Cloud Services subscribed to in an Order Form between RELISH and Customer referencing this Supplement are described in the deployment descriptions made available online by RELISH, or as provided by RELISH upon request. RELISH provides these deployment services for the period stated in the deployment descriptions or applicable exhibit(s) or, if no period is stated, then for the initial Subscription Term. Any included deployment services, or other Consulting Services included in a Cloud Service Order Form between RELISH and Customer referencing this Supplement, shall be deemed part of the Cloud Service for the purposes of the Cloud Service conformity and skill warranty in the GTC. The standard Consulting Service package included in Customer’s initial subscription to each applicable Cloud Services expressly excludes any custom integration services or other custom development effort. Customer may purchase additional Consulting Services beyond the scope identified in the deployment description(s) for the initial deployment subscribed to Cloud Services by entering into a separate mutually agreeable written services order form or statement of work with RELISH. Customer will reimburse RELISH for all appropriately documented travel and related expenses incurred by RELISH in performing any Consulting Services.

2. Data. For clarity, this Section 2 shall be deemed a RELISH Policy. Customer may not, and shall ensure its Authorized Users do not, submit the following types of information to the Cloud Service or solicit this information from trading partners: (i) non-public government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, national insurance numbers, driver’s license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, (iii) information regulated under the International Traffic in Arms Regulations, (iv) without the express written consent of RELISH, technical data restricted under U.S. or German law for export purposes, and (v) data designated as “Sensitive” or “Special Category” or the like requiring extra protective measures under the applicable Data Protection Law (as defined in the Data Processing Agreement). All Customer Data shall be considered Customer Confidential Information, provided, nothing in this Agreement shall restrict RELISH from freely using, reproducing, sharing, incorporating, exploiting and/or otherwise commercializing any feedback shared by Customer in any form for any purpose.

3. Aggregated Usage. Where any Cloud Service is identified or marked in the Order Form as an ‘aggregated’ Usage Metric Limit over the Subscription Term (or 2 or more years thereof), RELISH has agreed to an aggregated Usage Metric for the particular Cloud Service over the initial Subscription Term only. There is no discount, reduction, refund or credit if the Usage Metric Limit is not utilized in any year or over the Subscription Term. For any twelve (12) month renewal, the applicable Usage Metric Limit for the Cloud Service shall be annualized (subject always to excess use as provided in the Order Form) for the Renewal Term, unless otherwise agreed in a signed writing with RELISH. The Annualized Usage Metric Limits may be set out in the Order Form as a reference.

4. Limited Availability of Select Features. From time to time, subject to the requirements presented by RELISH at the time, Customer may elect to participate in a limited availability program enabling use of a new feature for the Cloud Service prior to general production availability. RELISH may elect at its own discretion to remove any limited availability feature from use and/or not release it into the Cloud Service.

5. Relish Solution Description Guide. The technology features included in each RELISH Cloud Service are listed in the RELISH Solution Description Guide (as updated from time to time).

PART 2 – SUPPLEMENTAL TERMS APPLICABLE TO DATA ASSURE CLOUD SERVICES

1. Usage Metrics. Usage Metrics for the RELISH Data Assure Cloud Services, to the extent referenced in the Order Form, are defined as



follows:

- a) “Address Validations” means the number of individual supplier US address checks through the USPS Validation and Normalization Database performed annually. Each individual address check (regardless of supplier name) will constitute one “Address Validation.”
- b) “IRS Validations” means the number of individual IRS Tax Identification Number checks through the IRS TIN Database performed annually. Each individual TIN check (regardless of supplier name) will constitute one “IRS Validation.”
- c) “Legitimate Supplier Validations” means the number of combined OFAC, DPL, EPLS, LEIE and FTO checks performed annually. Each check (regardless of supplier name) will constitute one “Legitimate Supplier Validation.”
- d) “Bank Routing Number Validations” means the number of individual Bank Routing Number checks performed annually. Each individual check (regardless of supplier name) will constitute one “Bank Routing Number Validation.”

2. Support. Support for the Cloud Service is provided in accordance with the Support Policy for RELISH Cloud Services referenced in the Order Form. RELISH Support provides support for general questions, system navigation inquiries, general troubleshooting issues and P1 escalation management. In addition, RELISH Data Assure Support provides release updates, high level program consultation, standard release notes and general product roadmap updates.

3. Additional Relish Terms.

- a) **Data-as-a-Service Elements.** The following terms apply to RELISH Ariba Spend Analysis Cloud Service, RELISH Ariba Contract Management, RELISH Ariba Sourcing and RELISH Ariba Supplier Risk Cloud Service related to the information provided to Customer by RELISH, which may include news articles, supplier corporate information, (“**Database Information**”). All Database Information provided to Customer is proprietary information of RELISH or its third-party information providers, may not be relicensed or resold and is subject to further restrictions set forth in the Documentation. The Database Information is provided “as is” without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Database Information, and RELISH advises Customer to independently verify such Database Information. RELISH and its providers shall not be liable for any loss arising out of or in any way relating to the Database Information. RELISH’s Providers are third party beneficiaries of these terms. RELISH and its Providers (i) shall not be liable to Customer for any loss or injury arising out of or in any way relating to the Database Information and (ii) will not be liable for consequential, incidental, special, punitive or other indirect damages.
- b) **Optional Add-on Services.** Customer may subscribe to certain optional add-on services or programs. If so, any Usage Metrics or terms not stated in this Supplement will be stated in the Order Form or Documentation.
- c) **Data Retention.** Customer Data processed in Relish may be retained and subject to RELISH’s policies, provided that RELISH will delete, or render unreadable, the Customer Data stored in Relish Data Assure after expiration or termination of Customer’s subscription upon Customer’s written request. Retained data is subject to the confidentiality provisions of the Agreement and the obligations under the Data Processing Agreement.