**GENERAL TERMS**

This Agreementis effective as of the 1st day of January 2022 (the “**Effective Date**”) between Clarity Turbo, a corporation incorporated under the laws of France and having a place of business at 102 Avenue de Paris, Massy, France and ABB, a corporation incorporated under the laws of the United States and having a place of business at 111 8th Ave, New York, NY 10011, United States.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

# Article 1 INTERPRETATION

## 1.1 Definitions.

In this Agreement, the capitalized terms shall have the meanings set out in Schedule 1.

## 1.2 Interpretation.

The division of this Agreement into Articles, Sections and Subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. The terms “including” and “include” shall mean “including without limitation” and “include without limitation”, respectively. Notwithstanding any other provision of this Agreement and, unless otherwise expressly stated herein, all rights and remedies of Ivalua and its Affiliates under this Agreement are in addition to Ivalua’ and its Affiliates’ other rights and remedies and are cumulative, not alternative. The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement. If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action, as the case may be, shall be made or taken on the next Business Day thereafter. Unless otherwise stated, all dollar amounts referred to in this Agreement are in Canadian dollars.

## 1.3 Schedules.

This Agreement includes and incorporates the following Schedules and Supplier will comply with their terms and provisions.

Schedule 1 – Definitions

Schedule 2 – Services Schedule

Schedule 3 – Hardware Schedule

Schedule 4 – Software Schedule

Schedule 5 – Software as a Service Schedule

Schedule 6 – Electronic Funds Transfer Authorization Form

Schedule 7 – Audit

Schedule 8 – Ivalua’ Third-Party Security Standards

Schedule 9 – Ivalua’ Supplier Code of Conduct

Schedule 10 – Ivalua’ PCI Standards

# Article 2 PRICING

## 2.1 Fees.

The fees will not be increased during the Term or any renewal term.

## 2.2 Taxes.

The fees exclude all applicable Taxes and Ivalua shall pay and Supplier shall remit the same to all applicable taxing authorities as required by law. If applicable, Supplier and Supplier Representatives shall comply with Ivalua’ procedures that are in place to support tax exemption compliance. The Parties will exchange information relating to such Taxes, including providing each other any resale certificates, tax exemption certificates, information regarding out-of-province/country sales or use of equipment, materials or services, direct pay certificates, other exemption certificates and other information reasonably required to assist the Parties in determining applicable Taxes. Supplier declares that it is registered under Part IX of the *Excise Tax Act* (Canada) under the following registration number XXXXXXXXX RTXXXX[INSERT GST/HST NUMBER].

## 2.3 Withholding Taxes.

Notwithstanding any other provision of this Agreement, Ivalua and its Affiliates shall be entitled to withhold from all fees payable to Supplier hereunder all applicable withholding taxes, including taxes levied under Part XIII of the Tax Act, and to remit same to all applicable taxing authorities as required by law and, when so remitted, shall be deemed in satisfaction of the same amount due to Supplier under this Agreement. If any such withholding tax is required, Ivalua will issue an official receipt for the withholdings by the date stipulated by the taxing authority.

## 2.4 Electronic Catalogues.

<https://ivalua-suppliers.Ivalua.app>; or (ii) a punch-out catalogue hosted on Supplier’s website, with unrestricted access granted to Ivalua. In both cases, Supplier will ensure the content and Ivalua’ pricing remains current throughout the Term. Where applicable, Supplier will provide a list of its products and/or services in electronic catalogue format, the content of which shall be in the form of either: (i) an Excel file, uploaded to

## 2.5 Purchase Orders.

Supplier shall respond to each Purchase Order within 2 Business Days of receipt, either by: (a) accepting it; or (b) rejecting it. In the event that Supplier does not respond to a Purchase Order within 2 Business Days of receipt, the Purchase Order will be deemed accepted by Supplier. Supplier shall not be entitled to reject any Purchase Order properly raised in accordance with the terms of this Agreement.

## 2.6 Financial Assessments.

Ivalua may at any time during the Term, as many times in a calendar year as Ivalua deems reasonably necessary, require Supplier to undergo a financial health assessment (“**FHA**”) with Ivalua’ third-party provider (“**FHA Provider**”). As part of the FHA, Supplier shall: (i) enter into a separate FHA agreement with the FHA Provider, (ii) submit to the FHA Provider the required financial information, and (iii) pay the FHA Provider the FHA fee. Supplier hereby consents to the FHA Provider submitting to Ivalua a copy of Supplier’s FHA for Ivalua’ internal use. In the event Supplier is in breach of this Section 2.6, Ivalua may terminate all or any part of this Agreement forthwith pursuant to Section 8.2(a)(i) hereof.

# Article 3 INVOICING AND PAYMENT

## 3.1 Invoices.

1. Supplier shall be entitled to submit to Ivalua an invoice in accordance with the terms set forth in a Schedule.
2. Each invoice submitted by Supplier to Ivalua shall be in writing and shall include at least the following information:
3. invoice date and number and Ivalua’ Purchase Order number;
4. Supplier’s full name and address;
5. name of Ivalua’ contact and 10-digit telephone number;
6. description of the invoiced items and services;
7. the total amount due;
8. payment due date;
9. Supplier’s Goods and Services Tax/Harmonized Sales Tax (GST/HST) registration number and any other applicable Taxes registration number; and
10. the portion of the total amount due which is subject to GST/HST and any other applicable Taxes.
    1. All invoices will be delivered by Supplier to the address specified by Ivalua in the relevant Purchase Order, provided that if no such address is so specified, then the invoices shall be delivered to the address set forth in Section 10.1(b) hereof.
    2. No additional term or condition included in any of Supplier’s invoices that has not previously been agreed in writing by Ivalua will bind Ivalua. No action or payment by Ivalua will be construed as binding or estopping Ivalua with respect to any such term or condition.

## 3.2 Payment.

Subject to the terms and conditions hereof, Ivalua will pay correct invoices received from Supplier within 90 days of (a) the date of receipt by Ivalua of such invoice, and (b) the date set forth in a Schedule, whichever is later. Supplier shall remedy any inadequacy in an invoice and resubmit a corrected invoice to Ivalua. Notwithstanding the foregoing, if an invoice is received by Ivalua with an incorrect or with no Purchase Order number and/or Ivalua contact name, payment of such invoice(s) may be delayed and Ivalua shall not be responsible to pay such invoice(s) within the 90 day period set forth above. Ivalua will pay correct invoices received from Supplier via electronic funds transfer (“**EFT**”) only. In order to facilitate such EFT payments, Supplier will complete and submit the Schedule 6 hereto (Electronic Funds Transfer Authorization Form) and ensure the form is executed by an authorized officer of Supplier. Alternatively, Supplier may direct Ivalua to pay correct invoices pursuant to banking information set forth on Supplier’s invoice, provided that Ivalua shall not be responsible in the event fraudulent information is furnished.

## 3.3 Rebate.

1. Supplier will provide the following annual volume rebate(s) to Ivalua to be calculated and accrued on a quarterly calendar year basis (March 31, June 30, September 30, and December 31). The quarterly volume rebate will be calculated based on the cumulative calendar year spend as at the end of the applicable quarter. Cumulative calendar year spend will be calculated as the total dollar value of all charges (not inclusive of expenses or taxes) paid by Ivalua to Supplier under this Agreement during the applicable calendar year. Supplier will pay Ivalua the amount of the quarterly volume rebate within 60 days of completion of the applicable quarter via cheque or “credit memo” at Ivalua’ sole discretion. If an increase in the cumulative calendar annual spend requires an adjustment to previous quarterly volume rebates, any amounts thereby owed shall be included in the next quarterly volume rebate.

|  |  |  |
| --- | --- | --- |
| **Tier** | **Cumulative Calendar Year Spend ($)** | **Annual Rebate (%)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

1. Rebate Calculation Example:
   1. Assuming the Annual Rebate % is as follows:

|  |  |  |
| --- | --- | --- |
| **Tier** | **Cumulative Calendar Year Spend ($)** | **Annual Rebate (%)** |
| 1 | 0 - 2,000,000 | 1 |
| 2 | 2,000,001 - 3,000,000 | 2 |
| 3 | 3,000,001 + | 4 |

1. Assuming the accumulated calendar year spend is as follows:

|  |  |  |
| --- | --- | --- |
| **Quarter** | **Quarterly Spend** | **Cumulative Spend** |
| 1 | $1,000,000 | $1,000,000 |
| 2 | $500,000 | $1,500,000 |
| 3 | $1,500,000 | $3,000,000 |
| 4 | $1,000,000 | $4,000,000 |

1. Supplier would be obligated to make the following payments pursuant to Section 3.3(a):

* Quarter 1 - $10,000
* Quarter 2 - $5,000
* Quarter 3 - $45,000 ($30,000 for quarter 3 spend plus $15,000 “make-up

payment” for previous quarters’ spend)

* Quarter 4 - $100,000 ($40,000 for quarter 4 spend plus $60,000 “make-up payment” for previous quarters’ spend)

# Article 4 INTELLECTUAL PROPERTY

## 4.1 Ownership of Background IPR and Background Materials.

All Supplier Background IPR and Supplier Background Materials shall remain vested in Supplier or its licensors. All Ivalua Background IPR and Ivalua Background Materials shall remain vested in Ivalua, its Affiliates or their respective licensors.

## 4.2 Ownership of Ivalua’ Data.

All data, materials and information (“**Ivalua’ Data**”) created, produced or generated as a result of Supplier’s engagement hereunder is and will be the Confidential Information and exclusive property of Ivalua and its Affiliates, and Supplier will not acquire any Intellectual Property Rights therein. For clarity, Ivalua’ Data does not include Supplier’s Background Materials, including Supplier’s products, services, and any development methodology utilized by Supplier to provide products and services. Ivalua will have unrestricted rights to use Ivalua’ Data for its business purposes including sharing with external third parties, reproducing, photocopying and transmitting Ivalua’ Data as required without any obligation to obtain consent from Supplier. For clarity, any statements affixed to Ivalua’ Data by Supplier which purport to restrict Ivalua’ rights as stated herein shall be of no force and effect.

## 4.3 Licence to Use Ivalua’ Data.

Ivalua grants to Supplier a licence to use Ivalua’ Data strictly as necessary for Supplier to perform its obligations hereunder.

# Article 5 PERFORMANCE

## 5.1 Non-Solicitation of Personnel.

During the Term and for a period of 6 months after the termination or expiration of this Agreement, each Party agrees that it shall not, without the prior written consent of the other Party, directly or indirectly solicit for employment any person employed or retained by the other Party (including, without limitation, as an employee or independent contractor or agent known to be exclusively engaged by the other Party) with whom the Party had contact prior to such termination or expiration of this Agreement. Notwithstanding the foregoing, this Section shall not preclude either Party from hiring any person so employed or retained by the other Party where such person independently responds to an employment opportunity broadcast by the Party to thegeneral public (*e.g.*, via newspaper, magazine, broadcast, internet, *etc.*).

## 5.2 Co-operation with Third-Party Suppliers. Supplier shall co-operate in good faith with third-party suppliers.

## 5.3 Audit.

If applicable, Supplier will comply with the audit terms set forth in Schedule 7 hereto.

## 5.4 Insurance.

Supplier shall maintain insurance with responsible insurers against such risks and in such amounts that could reasonably be expected to be carried by Persons acting prudently and in a similar business to that of Supplier. Without limiting the generality of the foregoing, Supplier shall obtain and maintain General Liability, Errors and Omissions, Auto, Non-Owned Auto and Third-Party Fidelity Insurance with respect to its business with each policy having a minimum limit of $5,000,000. The General Liability insurance shall include Bodily Injury, Property and Fire Damage, Personal Injury, Advertising Injury, Product and Completed Operations Liability, and Contractual Liability, all on a per-occurrence basis, and shall nameIvalua as an additional insured. Upon the execution of this Agreement, Supplier shall furnish to Ivalua a certificate of insurance (a) confirming the policies and coverage set forth above, (b) confirming Ivalua as an additional insured on the General Liability insurance, and (c) stipulating that the required coverage under each of the above policies shall not be cancelled, reduced or permitted to lapse, unless the insurer or Supplier provides at least 20 Business Days’ prior written notice to Ivalua. In the event that Supplier hires a subcontractor, Supplier shall cause such subcontractor to maintain insurance as stipulated above.

# Article 6 REPRESENTATIONS, WARRANTIES, COVENANTS AND LIMITATION OF LIABILITY

## 6.1 Party Representations, Warranties, and Covenants.

Each Partyrepresents, warrants and covenants to the other as follows and acknowledges that the other Party has relied upon the completeness and accuracy of such representations, warranties and covenants in entering into this Agreement:

1. it has the corporate capacity to enter into this Agreement and to perform each of its obligations hereunder; and
2. it has duly authorized, executed and delivered this Agreement and this Agreement constitutes a legally valid and binding obligation of it enforceable against it in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency and other laws of general application affecting the enforcement of creditors’ rights and subject to general equitable principles.

## 6.2 Supplier Representations, Warranties, and Covenants.

Supplier further represents, warrants and covenants to Ivalua and its Affiliates as follows and acknowledges that Ivalua and its Affiliates have relied upon the completeness and accuracy of such representations, warranties and covenants in entering into this Agreement:

1. Supplier has and shall have, during the Term, the technology, personnel and systems necessary to perform its obligations under this Agreement;
2. Supplier shall abide by Ivalua’ Supplier Code of Conduct set out in Schedule 9 hereto;
3. Supplier shall: (i) not at the time of this Agreement or of the issuance of a Purchase Order be involved in any litigation, process, contract or investigation that could have a material impact on its ability to perform its obligations; and (ii) at all times obtain and maintain all permissions, licences and consents necessary for it to perform its obligations;
4. Supplier will and will cause each of its Supplier Representatives to comply with all statutes, laws, rules, regulations and industry and governmental standards (including all immigration, labour and health and safety laws) in the performance of Supplier’s obligations under this Agreement; and
5. no portion of any product or deliverable provided by Supplier contains or will contain any Malware or any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage or disable such software, Ivalua’ or its Affiliates’ software, Ivalua’ or its Affiliates’ computer systems or other software or hardware except as specifically designed into such product or deliverable and of which Ivalua has actual knowledge. Notwithstanding the foregoing and for greater certainty, Supplier represents, warrants and covenants that nothing designed into any such product or deliverable shall prevent such product or deliverable from functioning in accordance with its documentation at any time during the Term.

## 6.3 Breach.

In the event of the breach by Supplier of any representation, warranty or covenant of Supplier in Sections 6.1 or 6.2 hereof or in any Schedule attached hereto, Supplier shall forthwith take all actions as are necessary to remedy such breach; provided that the foregoing shall in no way limit any remedy which Ivalua and its Affiliates may otherwise have in law or in equity in respect of such breach.

## 6.4 Disclaimer.

The representations and warranties of Supplier in Sections 6.1 and 6.2 hereof and in any Schedule attached hereto are in lieu of, and Supplier disclaims, all other warranties or conditions, whether written, oral, statutory or implied, including without limitation, all warranties or conditions of merchantable quality or fitness for a particular purpose.

## 6.5 Limitation of Liability.

1. Except for (i) Supplier’s indemnity obligations set forth in the Schedules hereto, (ii) a breach by either Party of Article 7, (iii) either Party’s fraud, wilful misconduct or negligence, or (iv) or loss of or damage to property, the liability of a Party to the other Party for any claim arising under this Agreement shall in all circumstances be limited to the direct damages arising from such breach and shall not exceed the greater of: (1) the aggregate value of all amounts paid or payable by Ivalua to Supplier in the 24 months preceding the event giving rise to the claim, and (2) $5,000,000.any injury to persons (including injuries resulting in death)
2. Except for (i) Supplier’s indemnity obligations set forth in the Schedules hereto, (ii) a breach by either Party of Article 7, (iii) either Party’s fraud, wilful misconduct or negligence, or (iv) any injury to persons (including injuries resulting in death) or loss of or damage to property, in no event shall either Party have any liability to the other Party for any special, consequential, indirect, incidental, exemplary or punitive losses or damages, whether in contract, tort or otherwise, resulting from or arising in connection with any claim arising under this Agreement.

## 6.6 Reasonable Assistance.

Upon reasonable request by Ivalua, and without limiting any other Supplier obligation under this Agreement, Supplier shall provide reasonable assistance to Ivalua in the defense of any third-party claim which relates to, or arose in connection with, Supplier’s breach of this Agreement, including providing access to relevant documents and other evidence and making its Representatives available.

# Article 7 CONFIDENTIALITY, PRIVACY AND SECURITY

## 7.1 Confidentiality Covenant.

From time to time, the Confidential Information of a Party (the “**Disclosing Party**”) or its Affiliates may come into the possession or knowledge of the other Party (the “**Recipient Party**”). The Recipient Party shall:

1. protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Recipient Party would protect its own Confidential Information of a similar nature, but in no event with less than a reasonable degree of care;
2. not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
3. not disclose the Disclosing Party’s Confidential Information to any Person, except to the Recipient Party’s Representatives who need to know the Confidential Information for the Recipient Party to exercise its rights or perform its obligations pursuant to this Agreement and who are bound to protect the received Confidential Information from unauthorized use or disclosure under written confidentiality obligations no less protective of Disclosing Party than those contained in this Agreement. For clarity, the Recipient Party shall be responsible for any breach of this Agreement caused by any of its Representatives;
4. Notwithstanding the foregoing, the Recipient Party may disclose the Disclosing Party’s Confidential Information to the extent required by law, rule, regulation or court order, provided that the Recipient Party shall use commercially reasonable efforts to: (i) promptly notify the Disclosing Party before disclosing the Disclosing Party’s Confidential Information; (ii) (iii) comply with the Disclosing Party’s requests to oppose disclosure of its Confidential Information.ensure that any such disclosure is made subject to a protective order or like order or protection that restricts public disclosure of such information to the greatest degree possible in the circumstances, and

## 7.2 Personal Information.

In addition to the obligations set forth above in this Article 7, Supplier shall hold the Personal Information secure in accordance with best industry practices and shall comply with all laws and regulations relating to the protection and privacy of the Personal Information. Supplier shall not disclose any Personal Information to any third party whatsoever, except as specifically authorized under this Agreement. As between Ivalua and Supplier, all Personal Information shall be the exclusive property of Ivalua, and Ivalua hereby grants permission to Supplier to use such Personal Information solely for the purpose of carrying out its obligations pursuant to this Agreement. Supplier shall not use any Personal Information for any other marketing, preference tracking or other purposes not directly related to its performance of its obligations pursuant to this Agreement., including the *Personal Information Protection and Electronic Documents Act* (Canada)

## 7.3 Return of Confidential Information and Personal Information.

Upon the termination or expiration of this Agreement, each Party will promptly return to the other or destroy all Confidential Information of the other and any Personal Information which is then in its possession or control (except copies made for archival or back-up purposes, which Ivalua will destroy within one year of the date of termination). Any such destruction shall render the applicable Confidential Information or Personal Information permanently unreadable and unrecoverable and Supplier shall provide Ivalua with prompt written certification of such destruction.

## 7.4 Ivalua’ Third-Party Security Standards and Ivalua’ PCI Standards.

Without restricting Supplier’s obligations described elsewhere in this Article 7 or otherwise in this Agreement, and as applicable, Supplier shall comply with: (a) Ivalua’ Third-Party Security Standards set forth in Schedule 8 hereto; and (b) Ivalua’ PCI Standards set forth in Schedule 10 hereto. For certainty, if Supplier and/or Supplier Representatives are required to work onsite at Ivalua, all such Supplier Representatives shall comply with the provisions of Schedule 8 to the extent they apply to the scope of Supplier’s engagement hereunder. If Supplier’s provision of Services or other obligations under this Agreement involve the use of SSL certificates, Supplier warrants that it has in place and throughout the Term it will maintain policies and procedures that ensure that all such SSL certificates are valid and not expired and, in addition, if any of such SSL certificates pertain to an interface that is used by Ivalua or that impacts Ivalua’ systems, Supplier will provide Ivalua: (a) both prior to the commencement date of the applicable Services and upon any additional issuance of SSL certificates, the SSL certificates’ expiry date(s); and (b) at least 30 days’ prior to any SSL certificate’s expiry, written notice of the pending expiry.

## 7.5 Record Retention.

Supplier warrants that (a) it has in place a records retention policy and procedures, (b) throughout the Term it will maintain all documents and records containing Ivalua’ information in accordance with its policy and procedures, including archiving and safe-keeping of all media, and (c) throughout the Term it shall comply with all applicable laws and regulations relating to record retention. Upon the expiration or termination of this Agreement, Supplier shall return all documents and records containing Ivalua’ information to Ivalua.

## 7.6 Contingency Planning.

Without limiting Supplier’s other obligations in this Agreement, Supplier shall implement and maintain throughout the Term such contingency measures as are necessary to continue the performance of its obligations under this Agreement under various scenarios including, without limitation, computer system breakdown, fire, pandemic, quarantine, and natural disasters. Such measures shall be detailed and aligned with a comprehensive business resumption and contingency plan (the “**Disaster Recovery/Business Continuity Plan**”). Supplier shall test the effectiveness of its Disaster Recovery/Business Continuity Plan on a regular, periodic basis, but no less frequently than once every 12 months, and upon Ivalua’ request shall promptly report such test results to Ivalua.

# Article 8 TERM AND TERMINATION

## 8.1 Term.

The term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years (the “**Initial Term**”) unless terminated earlier by either Party in accordance with Section 8.2 hereof. Ivalua may, at least 30 days prior to the expiry of the Initial Term, provide notice to Supplier in writing to extend the Initial Term for an additional 12 months on terms and conditions no less beneficial than those set out herein. In the event that Supplier continues to perform its obligations under this Agreement after the expiration of the Initial Term or any renewal term thereafter and no renewal notice has been provided by Ivalua, this Agreement will be automatically extended for successive 30-day renewal terms until terminated by either Party with at least 30 days’ written notice prior to the end of any renewal term. The Initial Term and any renewal terms are collectively referred to as the “**Term**”.

## 8.2 Termination.

1. Notwithstanding Section 8.1 hereof, Ivalua may terminate all or any part of this Agreement and/or all or any part of a Schedule or Purchase Order forthwith upon written notice to Supplier in the event that:
2. Supplier (1) defaults in the performance or observance of any of its material obligations under this Agreement or (2) commits a series of breaches which when taken together amount to a material breach or (3) fails to the reasonable satisfaction of Ivalua to correct any deficiency under this Agreement, and in the case of a default or deficiency capable of remedy, fails to cure such default or deficiency within 10 Business Days of receiving written notice of such default or deficiency from Ivalua;
3. Supplier commits an Act of Insolvency;
4. Supplier sells, transfers or otherwise disposes of all or substantially all of its assets to any Person, or the Person(s) which presently Control Supplier ceases to Control Supplier; or
5. Ivalua exercises its right to terminate pursuant to Section 10.5 hereof or a Schedule hereto.
   1. Notwithstanding any other provision of this Agreement, Ivalua may terminate for convenience all or any part of this Agreement and/or all or any part of a Schedule or Purchase Order at any time during the Term, with no cost, liability or future obligation on the part of Ivalua, forthwith upon 20 Business Days’ prior written notice to Supplier or, with respect to Schedules and Purchase Orders, such shorter notice period that may be set forth in the Schedule or Purchase Order.
   2. Notwithstanding any other provision of this Agreement, Ivalua may terminate all or any part of this Agreement and/or all or any part of a Schedule or Purchase Order forthwith upon written notice to Supplier in the event that Supplier breaches Article 7 hereof.
   3. Notwithstanding Section 8.1 hereof, Supplier may terminate this Agreement forthwith upon written notice to Ivalua in the event that:
6. Ivalua commits an Act of Insolvency;
7. Ivalua defaults in the performance or observance of any of its material obligations under this Agreement and fails to cure such default within 20 Business Days of receiving written notice of such default from Supplier; or
8. Supplier exercises its right to terminate pursuant to Section 10.5 hereof.

## 8.3 Survival.

In the event of expiration or termination of this Agreement, Article 4, Section 5.3, Article 6, Article 7, this Section 8.3, Article 9, Article 10, and all such other provisions to give effect thereto, shall survive such expiration or termination indefinitely. The expiration or termination of all or any part of this Agreement shall not affect or prejudice any rights or obligations which have accrued or arisen under this Agreement or such part thereof prior to the time of expiration or termination and which are not being terminated, and those rights and obligations shall survive the expiration or termination of this Agreement or part thereof. The expiration or termination of the Term will not apply to any Purchase Order then in effect and this Agreement will continue to apply to any such Purchase Order as if not expired or terminated until such time as both Parties have performed all of their obligations with respect to such Purchase Order or such Purchase Order is terminated in accordance with this Agreement.

# Article 9 DISPUTE RESOLUTION

## 9.1 Dispute Resolution.

If any dispute or question (in this Section called a “**Dispute**”) shall arise during the Term between the Parties concerning this Agreement or any part hereof (other than the interpretation of any matter involving Intellectual Property Rights or Article 7 hereof), the Parties shall in good faith attempt to resolve such Dispute promptly and in an amicable manner under the following informal dispute resolution procedure. If a Dispute arises which is not resolved by the operational personnel involved, a senior manager of Supplier designated by Supplier from time to time and a senior manager of Ivalua designated by Ivalua from time to time and other managers designated by each Party to serve in such capacity (in this Section collectively called the “**Dispute Resolution Committee**”) shall be notified. The Dispute Resolution Committee, made up of equal representation, shall meet within 10 Business Days of being notified of a Dispute. In the event that the Dispute Resolution Committee is unable to resolve any such Dispute, it shall notify Supplier’s Vice President and Ivalua’ Vice-President (in this Section collectively called the “**Executive Managers**”). Each Party’s Executive Manager shall meet as promptly as possible. If the Executive Managers cannot resolve the dispute within 20 Business Days after being notified of a Dispute, each Party may take whatever steps are necessary to protect its interests. However, no Dispute (other than a Dispute concerning the interpretation of any matter involving Intellectual Property Rights or Article 7 hereof) shall be the subject of litigation or other formal proceeding between the Parties before being considered by the Dispute Resolution Committee and the Executive Managers as set forth in this Section; provided, however, that either Party may seek injunctive or equitable relief as otherwise provided for in this Agreement without complying with the above described procedure.

# Article 10 GENERAL

## 10.1 Notices and Invoices.

1. Any notice, approval or consent which is given pursuant to this Agreement shall be written and shall be sufficiently delivered or given at:
2. if to Ivalua, at:

Ivalua Communications Canada Inc.

Procurement and Supply Chain

350 Bloor Street East, 5th Floor

Toronto, Ontario M4W 0A1

Attention: Senior Vice President, Corporate Finance

Email: [supplier.notices@rci.ivalua.com](mailto:supplier.notices@rci.ivalua.com)

With a copy to:

Ivalua Communications Canada Inc.

Legal Department

333 Bloor Street East, 9th Floor

Toronto, Ontario M4W 1G9

Attention: Managing Counsel

Email: [legal.contracts@rci.ivalua.com](mailto:legal.contracts@rci.ivalua.com)

1. if to Supplier, at:

Insert address of Supplier

Insert city, province and postal code

Attention: Insert

Email: Insert

or at such other address as the relevant Party may from time to time advise the other Party by notice in writing given in accordance with this Section. Each notice shall be:

1. personally delivered;
2. sent by e-mail with return receipt requested, or other direct written electronic means; or
3. sent by registered mail.

Any notice sent by way of the means described in (1) above shall be deemed to have been given and received on the Business Day on which it has been personally delivered provided that if such notice has not been delivered on a Business Day, then it shall be deemed to have been given and received on the next Business Day thereafter. Any notice sent by way of the means described in (2) above shall be deemed to have been given and received on the date on which it was transmitted provided that if such notice has not been transmitted on a Business Day or it was not transmitted prior to 5:00 p.m. on the Business Day that it was transmitted, then it shall be deemed to have been given and received on the next Business Day thereafter. Any notice sent by the means described in (3) above shall be deemed to have been given and received on the third Business Day following the date upon which it has been mailed. If mail service is or is threatened to be interrupted at any time when a notice is required to be given hereunder, then such notice shall be given by the means described in (i) or (ii) above.

1. All invoices required or permitted by this Agreement shall be in written form and shall be sent to the following address:

[PO.Invoice@rci.ivalua.com](mailto:PO.Invoice@rci.ivalua.com)

## 10.2 Waiver.

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach, non-observance or by anything done or omitted to be done by another Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party’s rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance (whether of the same or any other nature).

## 10.3 Severability.

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction and appropriate amendments shall be made to this Agreement to put the Party who is disadvantaged by such invalidity or unenforceability in the same financial position as if no provision hereof were invalid or unenforceable. The Parties agree to immediately negotiate in good faith a replacement for any such provision in order to preserve the interests of the Parties to the extent permitted by law. All disputes arising out of or in connection with this Section 10.3 shall be arbitrated and finally resolved in accordance with the arbitration rules of the ADR Institute of Ontario pursuant to the Ontario *Arbitrations Act*, as amended, or any successor act. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English.

## 10.4 Governing Law and Attornment.

1. This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, without regard to its conflict of laws provisions, and the federal laws of Canada applicable therein.
2. Subject to Section 9.1 hereof, each Party hereby (i) irrevocably attorns to the exclusive jurisdiction of the courts of Ontario for any dispute, controversy, or claim (including any questions of this Agreement’s existence, validity or termination) arising in connection with this Agreement; and (ii) waives the right to trial by jury of any such suit, action or proceeding.

## 10.5 Force Majeure.

No Party shall be liable for any delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control including acts of God, war, explosion, fire, flood or civil disturbance. The Party experiencing any delay or failure as a result of any such contingency shall:

1. provide prompt written notice thereof to the other Party;
2. use reasonable commercial efforts to either remedy the delay or failure or to establish a workaround plan to remedy the delay or failure in a manner which minimizes the disruption to the other Party and then forthwith proceed to implement and complete such workaround plan; and
3. use reasonable commercial efforts to eliminate the contingency causing the delay or failure.

Notwithstanding the foregoing, in the event that the delay or failure continues or is anticipated to continue for a period of at least 20 Business Days from the date of receipt of the notice thereof by either Party, such Party shall have the right to terminate all or any part of this Agreement forthwith upon written notice to the other Party.

## 10.6 Time of Essence.

Time shall be of the essence of this Agreement in all respects.

## 10.7 Successors and Assigns.

1. This Agreement shall enure to the benefit of, and shall be binding on, the Parties and their respective successors and permitted assigns, provided that Supplier may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Ivalua, such consent not to be unreasonably withheld. No such permitted assignment by Supplier of this Agreement or any of its rights or obligations hereunder shall relieve Supplier from any of its obligations under this Agreement. Supplier acknowledges that, for the purposes hereof, a change in Control of Supplier shall be considered an assignment for which Ivalua’ prior written consent is required.
2. Ivalua may assign this Agreement or any of its rights or obligations hereunder, provided the assignee agrees in writing to assume and be bound by all or the assigned portion of Ivalua’ obligations under this Agreement, whereupon Ivalua shall be released from all or such assigned portion of its obligations under this Agreement.

## 10.8 Subcontracting.

1. Notwithstanding anything to the contrary contained herein, Supplier will not subcontract any of its rights or obligations under these General Terms other than with Ivalua’ prior written consent, such consent not to be unreasonably withheld.
2. Supplier shall preserve and protect the rights of the Parties under this Agreement, and shall: (i) enter into contracts or written agreements with permitted subcontractors to require them to perform the obligations, including audit obligations, as provided in this Agreement; (ii) be as fully responsible to Ivalua for acts and omissions of permitted subcontractors and of Persons directly or indirectly employed by them as for acts and omissions of Persons directly employed by Supplier; and (iii) ensure that all permitted subcontractors agree in writing to be bound by the provisions of Article 7 or confidentiality provisions which are similar to Article 7 in all material respects. Even though a subcontract is approved, Supplier will remain responsible for its permitted subcontractors’ performance of Supplier’s obligations under this Agreement.

## 10.9 Publicity.

All media releases, public announcements and public disclosures by either Party relating to this Agreement or its subject matter, including promotional or marketing material related to such announcement or media release (but not including any announcement intended solely for internal distribution by the Party or any disclosure required by legal, accounting or regulatory requirements beyond the commercially reasonable control of such Party) will be co-ordinated with and approved by the other Party prior to the release thereof, such approval not to be unreasonably withheld. Supplier will not, without the prior written consent of a Vice-President of Ivalua, use Ivalua’ name or any of its trade-marks, logos or any facsimiles thereof to advertise or promote the fact that Ivalua is or was a customer of Supplier in any media. If any such consent is given, Supplier will ensure that it obtains an additional written licence agreement executed by Ivalua’ Vice-President of Communications and another Vice-President of Ivalua. Supplier must obtain the prior written consent of a Vice-President of Ivalua prior to using the name of any Ivalua’ personnel as a reference.

## 10.10 Injunctive Relief.

Each Party agrees that the other Party shall be entitled to injunctive relief, as determined by a court of competent jurisdiction, to prevent breaches of the provisions of Sections 7.1 and 7.2 hereof and to specifically enforce the provisions of Sections 7.1 and 7.2 hereof in addition to any other remedy to which such Party may be entitled at law or in equity. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver hereof.

## 10.11 Entire Agreement.

The terms and conditions of this Agreement shall govern all relations betweenIvalua and Supplier. This Agreement, together with any Schedules attached to this Agreement and any agreements and documents to be delivered pursuant to the terms of this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of any of the Parties in respect of the subject matter hereof. There are no conditions, representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement, whether oral or written, express or implied, statutory or otherwise, except as specifically set out in this Agreement.

## 10.12 No Commitment.

Notwithstanding any other provision of this Agreement, the execution by Ivalua of this Agreement does not constitute a commitment to purchase or deploy any particular volume or quantity of products or services. No such commitment shall be made at any time unless a Purchase Order is issued to Supplier by Ivalua, and any such commitment shall be limited to the commitment set out in such issued Purchase Order, and shall be governed by the terms and conditions of this Agreement, including, without limitation, the specific terms and conditions contained on the front of such issued Purchase Order. The terms and conditions on the back of any issued Purchase Order will be void.

## 10.13 Right of Set-Off.

Notwithstanding any other provision of this Agreement,Ivalua may at any time and from time to time set-off against any amount otherwise owing by Ivalua to Supplier under this Agreement or any other agreement any amount which Supplier may owe Ivalua under this Agreement or any other agreement. Such amount otherwise owing by Ivalua to Supplier shall thereafter for all purposes of this Agreement be deemed to be reduced by the amount so set-off by Ivalua.

## 10.14 Amendment.

This Agreement, including each Schedule to this Agreement, may not be amended or supplemented except by mutual written agreement. Any such agreement shall expressly state that it is intended to amend or supplement, as the case may be, this Agreement. For clarity, no clickthrough, shrink-wrapped or other form of electronic licence, end user licence agreement or other licence that may be embedded in a product or downloaded or provided by Supplier and no language or provisions contained on Supplier’s website or any Supplier order form will apply, nor will it in any way supersede, modify or amend this Agreement. executed by the required number of authorized signing officers of each Party

## 10.15 Priority.

In the event of any inconsistency between these General Terms and the terms of a Schedule, the inconsistency will be resolved infavour of these General Terms; provided, however, that a Schedule may amend these General Terms pursuant to Section 10.14 by specifically stating that a provision constitutes an amendment and referencing the Section that is being amended. Any such amendment will be limited in its application to the Schedule in which the amendment is contained and will have no impact on any other Schedule (whether executed prior to or following such Schedule) or on this Agreement as it relates to any such other Schedule.

## 10.16 General.

Notwithstanding any other provision of this Agreement, Supplier acknowledges and agrees that this Agreement in no way limits or prohibitsIvalua from purchasing or deploying any services, products or technology from any other Person, or from using any other Person other than Supplier to support or maintain any equipment which may be purchased by Ivalua or its Affiliates hereunder. Each Party shall at any time and from time to time, upon each request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement. This Agreement may be executed in one or more counterparts. Each counterpart will be deemed an original and all counterparts together constitute one and the same Agreement. This Agreement will come into force when executed by the Parties. Each of the Parties are independent contractors. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever. The Parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s’y rattachent, soient rédigés en langue anglaise.

**BY SIGNING BELOW**, the Parties agree to be bound by the terms of this Agreement as of the Effective Date.

**Ivalua COMMUNICATIONS CANADA INC.**

Per:

Name:

Title:

Name:

Title:

We have authority to bind the Corporation.

**FULL CORPORATE NAME OF SUPPLIER**

Per:

Name:

Title:

I have authority to bind the Corporation.

# SCHEDULE 1 – DEFINITIONS

In this Agreement, the following terms shall have the meanings set forth below:

“**Act of Insolvency**” means any of the following acts:

(a) a Party admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;

(b) a Party ceases to carry on business in the ordinary course;

(c) a Party institutes any proceeding, takes any corporate action, or executes any agreement to authorize its participation in or the commencement of any proceeding seeking: (i) to adjudicate it a bankrupt or insolvent; (ii) liquidation, dissolution, winding-up, reorganization, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (iii) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets; or

(d) a creditor or any other Person privately commences any proceeding against or affecting a Party (except during any period up to a maximum of 60 days during which such proceeding is being contested in good faith by appropriate proceedings by such Party) seeking: (i) to adjudicate it a bankrupt or insolvent; (ii) liquidation, dissolution, winding-up, reorganization, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (iii) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets.

“**Affiliate(s)**” means, with respect to any Person, any entity which directly or indirectly Controls or is Controlled by or is under direct or indirect common Control with the Person or any entity which is directly or indirectly Controlled by an entity which Controls the Person.

“**Agreement**” means these General Terms and any Schedules attached hereto, including any attachments to the General Terms or such Schedules, as they may be amended or supplemented from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion of this Agreement.

“**Background IPR**” means any Intellectual Property Rights in Background Materials.

“**Background Materials**” means materials, information, methods, software, hardware, work, devices, documents, concepts, approaches, tools, and/or items that are made available by a Party and that are owned or licensed by such Party independently of Supplier’s engagement hereunder.

“**Business Day**” means 8:30 a.m. to 5:00 p.m., Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario and any other holidays observed by Ivalua.

“**Confidential Information**” of a Party means any and all material and information disclosed by or on behalf of such Party (in this definition called the “**Disclosing Party**”) or its Affiliates or their respective customers or Representatives to the other Party (in this definition called the “**Recipient Party**”) in connection with or as a result of entering into this Agreement, and information concerning or of the Disclosing Party’s or its Affiliates’ past, present and future customers, Representatives, business and operations (including the terms and existence of this Agreement). For the purposes of this definition, “information” and “material” includes know-how, data, patents, copyrights, trade secrets, processes, techniques, programmes, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever. Notwithstanding the foregoing, “Confidential Information” does not include the following information:

(a) information which is in the public domain when it is received by or becomes known to the Recipient Party or which subsequently enters the public domain through no fault of the Recipient Party (but only after it enters the public domain);

(b) information which is already known to the Recipient Party at the time of its disclosure to the Recipient Party by the Disclosing Party and is not the subject of an obligation of confidence of any kind;

(c) information which is received by the Recipient Party in good faith without an obligation of confidence of any kind from a third Person who the Recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the Recipient Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received;

(d) information which is independently developed by the Recipient Party without any use of or reference to the Confidential Information of the Disclosing Party and which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction; and

(e) information which is not subject to an obligation of confidence of any kind when released, disclosed, made available or communicated by the Disclosing Party to a third party.

“**Control**” means, with respect to any Person, the right or power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether through the ownership of voting security, by contract or otherwise; and the term “Controlled” shall have the same meaning.

“**Governmental Authority**” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, government organization, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction. The above definition is deemed to include any interim or permanent transferee or successor of a Governmental Authority’s underlying mandate, function or activity.

“**Intellectual Property Rights**” means:

(a) any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, (v) semi-conductor chip or mask work law, or (vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and

(b) any and all applications, registrations, licences, sub-licences, franchises, agreements or any other evidence of a right in any of the foregoing.

“**Malware**” means malicious software, including software consisting of programming designed to: (a) disrupt or deny operation of, (b) gather information that leads to loss of privacy or exploitation of, or (c) gain unauthorized access to, system resources.

“**Party**” or “**Parties**” means either Ivalua or Supplier (as the context indicates) if used in the singular and both Ivalua and Supplier if used in the plural.

“**Person**” means any individual, natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, joint venture, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or Governmental Authority however designated or constituted.

“**Personal Information**” means information concerning an identifiable individual including a customer, prospective customer or employee, officer or director of Ivalua.

“**Purchase Order**” means a written purchase order.

“**Representative(s)**” means, with respect to a Party, any Affiliate of such Party and any employee, agent, contractor or subcontractor of such Party or any of its Affiliates.

“**Ivalua’ Data**” shall have the meaning ascribed thereto in Section 4.2 hereof.

“**Schedule**” means an attachment to this Agreement as further detailed in Section 1.3.

“**Tax Act**” means the *Income Tax Act (Canada)* and the regulations thereunder, as amended.

“**Taxes**” means all sales, goods and services, value added, use or other like taxes, levies and charges, chargeable by or payable to any federal, provincial, state, local or municipal taxation authority, but does not include taxes based on Supplier’s net income, or amounts withheld by Ivalua pursuant to the Tax Act.

# SCHEDULE 2 – SERVICES SCHEDULE

INSERT HERE

# SCHEDULE 3 – HARDWARE PURCHASE SCHEDULE

INSERT HERE

# SCHEDULE 4 - SOFTWARE SCHEDULE

INSERT HERE

# SCHEDULE 5 - SOFTWARE-AS-A-SERVICE SCHEDULE

INSERT HERE

# SCHEDULE 6 - ELECTRONIC FUNDS TRANSFER/WIRE TRANSFER PAYMENTS

***Ivalua’ group of companies pays invoices using electronic funds transfer (EFT) or wire transfer payment methods.***

This service is free and comes with the following additional benefits:

* Payments are received faster than waiting for a cheque to arrive in the mail.
* No more lost/misplaced/fraudulent cheques.
* No more trips to the bank to deposit cheques.
* The cheque stub you currently receive will be replaced with an email remittance as notification of invoices paid.
* Enhanced security – most banks are recommending EFT and e-mail notification as the preferred method for payment disbursement.
* Protecting the environment.

Please complete the form that follows and return it to Ivalua together with a void cheque, or provide a Direct Deposit Authorization Form from your banking institution listing your account particulars. Send to:

|  |
| --- |
| Email: [apnewsupplier@rci.ivalua.com](mailto:apnewsupplier@rci.ivalua.com)  **Attention: EFT PAYMENTS –** Your Company Name **– Your Company Vendor Number** |

If you have not yet been set up as a vendor in Ivalua’ system, please do not submit this EFT form for processing. Contact your Ivalua representative and request that they submit an online request to facilitate set up and provide you with a vendor number.

If you have any questions concerning the EFT process, please send an email to [apnewsupplier@rci.ivalua.com](mailto:apnewsupplier@rci.ivalua.com).

In order to avoid payment interruption, promptly notify Ivalua of any changes to your banking information and e-mail a revised EFT form with copy of void cheque to [apnewsupplier@rci.ivalua.com](mailto:apnewsupplier@rci.ivalua.com).

**IMPORTANT** - A VOID cheque or bank letter confirming your account details must be provided for proof of account.

NOTE *to all freelancers, independent contractors, and sole proprietors:* a copy of personal identification, such as a driver’s licence, passport, or a copy of a signed contract with Ivalua must accompany the EFT form.

# ELECTRONIC FUNDS TRANSFER (EFT) OR WIRE TRANSFER AUTHORIZATION FORM

This form is used to authorize Ivalua Communications Canada Inc., Ivalua Sports & Media, or any Affiliate to deposit payments to your bank account via electronic funds transfer or wire transfer as set out below, or as indicated on Company’s invoice(s). If you are currently receiving payments electronically, this form can be used to update any of the required information.

All fields indicated by a (\*) are mandatory fields. Your form will not be accepted for processing if these fields are not completed.

|  |  |  |
| --- | --- | --- |
| **(\*) Name / Company Name** |  | “**Company**” |
| **(\*) Address**: |  | |
| **(\* Canadian Vendors Only)**  **GST/HST #**  (Freelancers/independent Contractors/sole  proprietors please provide your  Business Number) | \_ \_ \_ \_ \_ \_ \_ \_ \_ RT001 | |
| **(\* US Vendors Only)**  **FEIN (Federal Tax ID Number) #** |  | |

|  |  |  |  |
| --- | --- | --- | --- |
| **(\*) Contact Name**: | | | |
| **(\*) Phone**: | | | |
| **(\*) Email** (for remittance notification): | | | |
| **(\*) Bank Name**: | | **(\*) Bank Account Number**: | |
| **(\*) Bank Address** | | **(\*) Postal Code** | |
| **(\*) Corporate name under which bank account is registered**: | | | |
| **Type**: ☐ Chequing ☐ Savings | **(\*) Currency:**  ☐ USD ☐ CDN ☐ Other: | | |
| **(\*) Bank #** (Cdn = 3 digits, US = 9 digits): | | | **(\*) Transit #** (CDN accounts only - 5 digits): |
| If payment is to be made by wire, please provide the following additional information:  **Swift Code**: **IBAN**: | | | |

**I authorize Ivalua to deposit, by electronic funds transfer, payments owed to Company by Ivalua to the bank account designated above or as indicated on Company’s invoice. Company acknowledges and agrees that incomplete or inaccurate information provided on this form may result in payments being made to an incorrect account. Company accepts liability for any payment issues that occur as a result of Ivalua’ reliance on such banking information.**

**By signing below, I certify that I am an authorized signing officer of Company**

Signature & Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Send to:** | [apnewsupplier@rci.ivalua.com](mailto:apnewsupplier@rci.ivalua.com)  Attn: EFT PAYMENTS – *Your Company Name* |

Ivalua’ Supplier Portal

[Ivalua.eProcurement@rci.ivalua.com](mailto:IVALUA.eProcurement@rci.ivalua.com).Ivalua offers the option to view your account activity online. To register for this free service, please send an email to

Once your registration is processed, a member of our team will provide you with a username and password, and you will begin receiving automatic email notifications every time a Purchase Order or Change Order is issued to you. You may choose to opt out of these automatic email notifications by following the directions below. Opting out will not affect your ability to view your account activity online, and, you may opt-in again at any time.

===================================================================

To *opt out* of automatic notifications:

1. Click *iSupplier Portal Full Access*

2. Click *Home Page*

3. Click *Preferences* in the upper right corner of the page

4. Under **Notifications**, change **Email Style** to *Do not send me mail*

5. Click the *Apply* button, then log out of iSupplier

# SCHEDULE 7 - AUDIT

# 1.0 Definitions

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

“**Audit**” means an operational audit, systems audit, security audit, accounting audit, financial audit, technical audit, forensic audit, compliance audit, including compliance with a Governmental Authority request, or a follow-up audit or any combination thereof, including a review of all Ivalua’ Data, systems that process such data, information and intellectual property in the power, possession or control of Supplier or a Supplier Representative.

“**Audit Report(s)**” means: (i) in relation to “**Internal Controls**”, an annual SSAE 16 SOC 1 Type II report, a CSAE 3416 Type II report, or an ISAE 3402 Type II report. Such Audit Reports will contain a description of the control objectives, control procedures, tests performed, test results, verification performed, the timing, nature and extent of the work performed by the Auditor which performed the work and prepared the audit report, and any gaps identified and action taken to address such gaps; and (ii) for “**Security Compliance**” purposes, an annual SOC 2 Type II report (CPA Canada Handbook – Assurances 5025 or foreign equivalent) or comparable industry standard successor reports and/or an ISO 27001 certification report.

“**Auditor(s)**” means one or more Persons that Ivalua and its Affiliates may from time to time designate or retain to conduct an Audit.

“**Deficiency**” means any error, deficiency, control failure, or other failure to perform on the part of Supplier.

“**Record(s)**” means standard and ad hoc reports, books, accounts, records (including electronic records if applicable), data, financial records (including all billings), supporting documentation and information pertaining to its provision of the Services and to matters covered by this Agreement.

# 2.0 Audit Rights

## (1) Rights and Procedures.

1. In addition to any other obligations in this Agreement, Supplier shall maintain in Canada, unless Ivalua provides written consent to permit storage outside of Canada, which may be withheld in Ivalua’ sole discretion, complete and accurate English language versions of all Records in accordance with generally accepted industry and accounting standards or International Financial Reporting Standards (IFRS). Supplier will maintain such Records for at least a period of 7 years from the date of relevant invoice and for a period of 2 years after the expiry or termination of this Agreement, whichever is longer.
2. Ivalua may Audit or cause an Auditor to Audit (including applicable Records) Supplier at any time during the Term and for a period of 2 years after the expiry or termination of this Agreement. In the event of an Audit, Ivalua, its Affiliates and their Auditors may examine and test Supplier’s administrative and data processing operations to assure itself or themselves that information and materials as they relate to the Services are being processed correctly and efficiently.
3. Ivalua shall provide Supplier with at least 10 Business Days’ prior written notice of any Audit. Ivalua will request that each Auditor enter into a non-disclosure agreement with Supplier intended to protect Supplier’s Confidential Information. Supplier shall provide Ivalua, its Affiliates and their Auditors access during regular business hours to the premises, systems and Records of Supplier and its Affiliates used to perform the Services. Ivalua shall require the Auditor to take reasonable measures to conduct the Audit in a manner which is designed to minimize the disruption to Supplier’s business. An Audit may be conducted no more frequently than annually, except: (i) emergency Audits or investigations of claims of misappropriation, fraud or business irregularities of a potentially criminal nature, which may be conducted at any time as required and without satisfying the notice requirement; and (ii) the Parties may mutually agree to more frequent Audits.
4. Supplier, its Affiliates and any Supplier Representatives shall co-operate fully with the Auditor in connection with any Audit-related activities assigned by the Auditor. Ivalua, its Affiliates and their Auditor(s) may make and retain copies and extracts of any data or materials examined which relate to the provision of the Services or Products or the relevant portions of this Agreement. Ivalua may cause the Auditor to conduct an exit conference with Supplier and, in the course of such exit conference, the Parties will review and discuss the findings in each Audit report and endeavour to agree upon the facts and issues identified in the Audit.

## (2) Internal Controls.

1. If Supplier will perform processes on behalf of Ivalua and such Services will have an impact on Ivalua’:
2. compliance with internal controls over financial reporting, then Supplier will provide Ivalua and its applicable Affiliate(s) with a copy of the annual Audit Reports in order to meet regulatory and statutory obligations, at no additional charge to Ivalua.
3. operational processes, then Supplier will work with Ivalua and its applicable Affiliate(s) to identify necessary control activities, confirmations and/or certifications required by Ivalua from Supplier to ensure that internal control risks are appropriately addressed.
   1. Supplier will provide reasonable assistance to Ivalua and/or its Auditors, and make available for review by Ivalua and its Auditors such information as Supplier has agreed to maintain and make available to Ivalua under this Agreement, which information Ivalua may use for its own reporting and regulatory purposes (*e.g.* Sarbanes Oxley Act of 2002), subject to the requirement that such information shall at all times be subject to any confidentiality obligations under this Agreement and, if disclosed to any Governmental Authority, subject to confidential treatment.
   2. Supplier will provide to Ivalua and its applicable Affiliate(s) a summary of any control issues, such as, without limitation, issues regarding the Services, Service Levels, organization security controls and administration, personnel controls, operations controls, system access controls, and back-up and recovery controls, along with associated corrective action plans, as soon as Supplier becomes aware of such control issues. All remediation efforts shall be completed and reported to Ivalua and its applicable Affiliate(s) in accordance with the “Deficiency” timelines set forth in Subsection 4(a) below. Ivalua and its applicable Affiliate(s) has/have the right to review and approve or amend, as necessary, the foregoing corrective action plan(s).
   3. The annual Report(s) will cover a period of not less than 9 months of each calendar year, such months to be specified by Ivalua, and include at a minimum the month of September, and will cover two criteria: (i) internal controls over financial reporting (Supplier must be compliant with COSO 2013 framework); and (ii) any controls performed for or on behalf of Ivalua. Supplier will confirm the report scope, control environment and control set with Ivalua prior to finalization to ensure that the Audit Report can provide required assurance. Where controls are not covered under the Audit Report, or where an Audit Report is not available, an additional Audit Report will be required.
   4. For the period between the Audit Report cut-off date and December 31 in each calendar year, Supplier shall provide a bridging letter stating that the design of controls has not changed and that the controls are still operating as intended without exception during this period. Supplier shall deliver this bridging letter to Ivalua within 10 Business Days after December 31.
   5. With respect to the first calendar year in which the Services are provided, the Audit Reports, or a combination thereof, covering at least 6 months of Supplier performance prior to September 30 in such first calendar year, will be provided by Supplier to Ivalua at no additional charge to Ivalua. Prior to finalization of the scope of the Audit Report, Supplier will confirm the control set with Ivalua. Supplier will submit a bridging letter for the period not tested up until December 31 of the first calendar year.
   6. In circumstances where the foregoing 6-month period is not available to Supplier, and while transition Services are being performed by Supplier, Supplier will implement Ivalua’ existing controls and use commercially reasonable efforts to assist Ivalua and its applicable Affiliates (as determined by Ivalua in its sole discretion) to meet its/their compliance requirements. All costs associated with the foregoing shall be the responsibility of Supplier. For the period being tested, and after testing is performed, Supplier shall ensure a steady state of service (*i.e.* the design and operating effectiveness of controls are not changed).
   7. Where Supplier is required to implement new Services or controls to meet other contractual obligations and where those new Services or controls may impact existing controls that Ivalua rely upon, Supplier shall perform parallel runs up to December 31 in the first calendar year to ensure that controls which had already been relied upon and/or tested for compliance purposes remain effective. Any modification to an existing control or the implementation of a new control shall be performed only after receipt of Ivalua' prior written approval. The Audit Report(s) scope should also be adjusted accordingly to include the new and/or modified controls at no additional cost to Ivalua.

## (3) Security Compliance.

1. If Supplier will access, process, transmit and/or store Ivalua' Information (as defined in Ivalua’ Third-Party Security Standards Schedule, appended hereto), Supplier will provide Ivalua and its applicable Affiliate(s) with a copy of the annual security compliance Audit Reports at no additional charge to Ivalua.
2. Supplier will provide reasonable assistance to Ivalua and its Auditors, and make available for review by Ivalua and its Auditors such information as Supplier has agreed to maintain and make available to Ivalua under this Agreement, which information Ivalua may use for its own reporting and regulatory purposes, subject to the requirement that such information shall at all times be subject to any confidentiality obligations under this Agreement and, if disclosed to any Governmental Authority, subject to confidential treatment.
3. The annual security compliance Audit Report(s) will cover a period of not less than 6 months of each calendar year, such months to be specified by Ivalua and will cover the following five trust principles: (i) security; (ii) availability; (iii) processing integrity; (iv) confidentiality; and (v) privacy. The Parties will agree on the scope of the security compliance Audit Report(s) as well as the timing of delivery of such report(s).
4. Where Supplier is required to implement new Services or controls to meet other contractual obligations and where those new Services or controls may impact existing security compliance controls, the scope of the applicable security compliance Audit Report(s) shall be adjusted accordingly at no additional cost to Ivalua.
5. Upon request from Ivalua, Supplier will complete and return to Ivalua a security questionnaire within 30 days of receipt by Supplier. Such security questionnaire may be conducted no more frequently than annually, except: (i) for emergency investigations of claims of misappropriation, fraud or business irregularities of a potentially criminal nature, which may be conducted at any time as required; and (ii) if the Parties mutually agree to more frequent security questionnaires.

## (4) Deficiencies and Costs.

1. If an Audit or Audit Report reveals any Deficiency, Supplier will (in addition to compliance with all other terms and conditions of this Schedule and this Agreement), as soon as reasonably possible following the date on which Supplier becomes aware of such Deficiency (the “**Deficiency Date**”) and, in any event, no later than:
2. in the case of an “Internal Controls” Audit Report, 10 Business Days,
3. in the case of a “Security Compliance” Audit Report, 30 Business Days, and
4. in the case of an Audit, 10 Business Days,

following the Deficiency Date, (i) deliver to Ivalua a detailed corrective action plan that, if followed, will correct the Deficiency, and (ii) execute the plan at Supplier’s sole cost and expense. If any Audit or Audit Report reveals a Deficiency which causes Ivalua and/or its Affiliates to incur fines, penalties or damages, or results in a finding of non-compliance with laws and regulations or a material breach of this Agreement (a “**Compliance Failure**”), Supplier will promptly reimburse Ivalua for all fines, penalties and damages incurred by Ivalua and/or its Affiliates as a result of such Compliance Failure.

1. The costs for an Audit shall be paid by Ivalua, unless the Audit reveals (i) a discrepancy in the amounts billed by Supplier to Ivalua which is equal to or greater than 5% of the amount of the relevant invoice or invoices, or (ii) a material Deficiency (including any Compliance Failure), in which case the entire cost of such Audit (at fair market rates) and all Ivalua’ and/or its Affiliate’s reasonable internal and external costs and expenses related thereto, shall be borne by Supplier. Any amounts overpaid by Ivalua shall immediately be reimbursed by Supplier to Ivalua. No acceptance by Ivalua of any invoice from Supplier, nor of any Audit Report in respect of the Records, shall preclude Ivalua from later disputing the accuracy or completeness of any information provided to Ivalua by Supplier or disclosed by any such Audit.

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# SCHEDULE 8 - Ivalua’ THIRD-PARTY SECURITY STANDARDS

# 1.0 Definitions

Capitalized terms not defined in this Schedule shall have the meaning ascribed to such terms in this Agreement.

“**Privileged Accounts**”means accounts with system level administrative or super-user access to devices, applications or databases, administration of accounts and passwords on a system, or ability to override system or application controls.

“**Ivalua’ Information**” means, collectively, Ivalua’ Confidential Information (as defined in this Agreement) and Personal Information (as defined in this Agreement).

“**Supplier System(s)**”means Supplier’s devices, network(s), operating systems, infrastructure, applications, and/or software used in the provision of the Services.

“**Remote Work Space**” means the work space that is outside of Supplier’s corporate office facility (*e.g.* home office) that has been approved by Ivalua for a Supplier Representative’s provision of Services to Ivalua and/or its Affiliates (or on their behalf).

# 2.0 Core Security Requirements

Section 2 is mandatory and applies to Suppliers that may access, process, transmit and/or store Ivalua' Information or have access to Ivalua’ networks.

Without limiting the generality of other provision(s) of this Agreement, Supplier shall have in place, and shall cause each of its Affiliates and each of its Supplier Representatives who are involved in the provision of one or more of the Services to have in place, current documented policies, standards, processes and procedures consistent with the ISO/IEC 27001:2013 international standards in all material respects, including but not limited to:

## 2.1 Organization of Information Security.

Supplier shall have in place an executive-sponsored information security organizational function with clearly defined information protection roles, responsibilities and accountability.

## 2.2 Location of Data.

Supplier shall not process, transmit and/or storeIvalua’ Information outside of Canada without the prior written consent of Ivalua’ Chief Privacy Officer or Chief Legal Officer.

## 2.3 Human Resources Security.

1. Supplier Representatives with access to either Ivalua’ Information or a Supplier System must, prior to obtaining access to such information or system, participate (or have participated) in information security awareness training, including phishing training, provided by Supplier and, thereafter, participate on a periodic basis (no less frequently than annually), and upon Ivalua’ request, Supplier will provide written confirmation that such training has occurred; and
2. Supplier shall implement processes which require all Supplier Representatives having access to Ivalua’ Information to undergo screening checks commensurate with the Services being provided, the type of Ivalua’ Information, and level of access.

## 2.4 Asset Management.

### (a) Asset Inventory.

Supplier must maintain an inventory of Supplier Systems (including owner and location) which process, transmit and/or store Ivalua’ Information; and

### (b) Data Handling.

1. Prior to disposing of any hardware, media, or software that contains, or has at any time contained, Ivalua’ Information, Supplier will perform a forensic destruction of all of the Ivalua’ Information in such hardware or software so that none of such Ivalua’ Information can be recovered or retrieved. Such forensic destruction may involve: (a) physical destruction, including incineration; or (b) a secure data wipe.
2. Supplier will retain Ivalua’ Information only as necessary to exercise its rights or perform its obligations under this Agreement.
3. Supplier shall move all Ivalua’ Information received by Supplier (or its authorized designate) to a non-internet accessible location within 24 hours of transfer (*e.g.* Ivalua’ Information uploaded to a Supplier FTP site must be transferred to Supplier’s internal systems for processing within 24 hours of receipt).

## 2.5 Access Control.

1. Supplier shall restrict access to Ivalua’ Information in order that such information is available only to Ivalua, its Affiliates, Supplier and Supplier Representatives on a “need-to-know" basis (including by implementing adequate segregation of duties principles);
2. Supplier shall implement processes which require the secure creation, modification and deletion of system accounts (both local and remote) including Privileged Accounts, and/or shall support Ivalua in implementing such processes, as applicable;
3. No later than the date a Supplier Representative ceases to support the provision of the Services, Supplier shall terminate any such Supplier Representative’s access, whether physical or logical, that may provide him or her with access to Ivalua’ Information;
4. Supplier must review and update access rights to Ivalua’ Information and Supplier Systems at least annually (at minimum quarterly for Privileged Accounts);
5. Supplier shall implement processes which require that all users are assigned a unique user identification that must not be shared, and all Supplier Representatives must be required to authenticate their identity (*e.g.* password) prior to accessing Ivalua’ Information;
6. Supplier must enforce the following minimum password requirements within the Supplier Systems:
   1. passwords must be encrypted;
   2. user account credentials (*e.g.* passwords) must not be shared;
   3. strong passwords, including minimum password length (at least 8 characters), lockout (maximum 5 incorrect attempts), set expiration period (maximum age of 90 days), and complexity and session timeouts; and
   4. default passwords are prohibited;
7. Supplier shall implement processes which require that Supplier Representatives shall not store Ivalua’ Information on a personally owned device, unless such device has been authorized and secured by Supplier; and
8. Any Supplier Representative accessing all or a portion of either a Supplier System or a Ivalua system which processes, stores and/or transmits Ivalua’ Information shall be authenticated using a minimum two-factor and/or multifactor authentication method.

## 2.6 Operations Security.

1. Supplier shall implement processes which require security-related events on each Supplier System to be logged, reviewed monthly, and secured, and maintained for a period of 12 months;
2. Supplier Systems shall have security controls that can detect and prevent attacks by making use of firewall and intrusion detection/prevention systems (IDS/IPS) in a risk-based manner (*e.g.* between the internet and DMZ, and between DMZ and internal servers containing Ivalua’ Information). IDS/IPS high and critical priority alerts shall be continuously monitored and promptly responded to;
3. Supplier shall perform quarterly vulnerability assessments and annual penetration testing on each internet-facing Supplier System and, upon Ivalua’ request, shall share the executive summary report results of all such assessments and testing with Ivalua within 30 days of completion. High risk and critical gaps must be remediated within 30 days of Supplier’s receipt of such assessments and testing results;
4. Supplier shall implement and maintain controls to prevent and detect unauthorized access, intrusions, and malware on all Supplier Systems, which at a minimum include:
5. client and server-side antivirus programs that include the most current antivirus definitions;
6. a process that will install any critical patches or security updates for all production and internet-facing environments, within thirty (30) days;
7. ensuring that only licensed software is installed on the Supplier Systems; and
8. ensuring the latest software and hardware upgrades and patches have been tested prior to their application to Supplier Systems in order to address all known vulnerabilities;
   1. Supplier shall maintain documented change management procedures that provide a consistent approach for controlling and identifying changes (including high risk and emergency changes) to any Supplier System, which includes segregation of duties and security requirements;
   2. Development and testing environments for Supplier Systems must be physically and/or logically separated from production and internet-facing environments. Production changes must be approved by the appropriate owner;
   3. Supplier shall not use production data comprised of Ivalua’ Information for testing purposes unless the test environment has the same controls as the production environment; and
   4. For Ivalua’ Information hosted in a shared or cloud environment, Supplier shall provide physical and/or logical separation from other Supplier customers’ information.

## 2.7 Cryptography.

Ivalua’ Information must be encrypted when in transit and at rest and Supplier shall protect Ivalua’ Information by implementing cryptographic and hashing algorithm types, strength, and key management processes, consistent with or exceeding current security industry standards. Supplier and Supplier Representatives shall not transfer Ivalua’ Information to any portable computing device or any portable storage medium unless it is encrypted consistent with or exceeding current security industry standards.

## 2.8 Information Security Incident Management.

Supplier shall implement up-to-date and documented security incident response plans and procedures covering detection, analysis, containment, eradication, recovery and post-incident activity phases.

## 2.9 Back-up.

In the event that Supplier is required to back-up and retain Ivalua’ Information, Supplier shall maintain back-ups in physically and environmentally secure locations, both onsite and offsite, and Supplier shall perform such back-ups at regular intervals as may be further specified in a SOW.

# 3.0 Physical and Environmental Security Requirements

Part 3 applies to Supplier facilities (including the facilities of each of its Affiliates and Supplier Representatives who are involved in the provision of the Services) that store Ivalua’ Information and/or have connectivity to one or more Ivalua network(s).

1. Supplier facilities shall have physically secure perimeters, and external entry points must be protected against unauthorized access. Access to all locations shall be limited to Supplier Representatives and authorized visitors. Reception areas, if any, must have means to control physical access;
2. Access to areas where Ivalua’ Information is stored or can be accessed shall be restricted to authorized Supplier Representatives and authorized visitors. Access must be monitored, recorded and controlled with physical access rights reviewed annually at a minimum;
3. Supplier will maintain logs of authorized access, which must be stored for a period of at least 12 months and will be provided to Ivalua upon request. If not staffed 24x7, alarms and entry point security cameras must be installed for off-hours access monitoring with recordings retained for a period of 3 months;
4. All Supplier Representatives and authorized visitors must be issued unique identification cards. Identification cards must be visibly displayed at all times while on the premises, and all visitor cards must be retrieved and inventoried daily;
5. Authorized visitors shall be required to sign a visitors’ register upon each entry to and exit from the premises and shall be escorted or observed at all times;
6. A clear desk policy shall be enforced throughout the Supplier facilities. Hard copy documentation and portable storage media containing Ivalua’ Information shall be kept secured when not in use;
7. All servers and/or network equipment used to store or access Ivalua’ Information shall be kept in a secure room with the following controls:
   1. Physical access control mechanisms are required on all doors;
   2. Rooms must be located on the interior of the building with no windows unless safeguards are in place to prevent shattering;
   3. Telecommunications equipment, cabling and relays receiving data or supporting services must be protected from interception or damage; and
   4. Fire detection and suppression mechanisms are in place, tested, and operating in accordance with applicable local fire codes.
8. For rooms containing servers and/or network equipment used to provide Services to Ivalua, controls must be implemented to mitigate the risk of power failures (*e.g.* surge protectors, uninterruptible power supplies, and generators), and ensure environmental conditions consistent with the operating parameters of such equipment (*e.g.* temperature and humidity).

# 4.0 Remote Working Requirements

Part 4.0 applies to Supplier Representatives providing services from a Remote Work Space. Supplier and each of its Supplier Representatives shall have in place the following:

## 4.1 Location of Work Space.

Supplier Representatives engaged in provision of Services to Ivalua shall not access Ivalua’ Information or have Remote Work Space from:

1. any territory sanctioned by a governmental or regulatory authority in Canada or the United States (including, without limitation, Cuba, Iran, Sudan, Burma, North Korea, Syria or the Crimea Region); or
2. any public transportation, unrestricted “open” space, or publicly accessible places.

## 4.2 Additional Security Requirements.

When working from a Remote Work Space:

1. Supplier Representatives shall ensure that Ivalua’ Information (whether print or electronic) cannot be viewed, accessed or otherwise released (whether accidentally or intentionally) to Persons who are not explicitly authorized to access such Ivalua’ Information pursuant to this Agreement. For clarity, this prohibition includes family members, cohabitants, visitors and other Persons who may have access to the Remote Work Space;
2. Supplier Representatives shall not capture and/or store, or allow others to capture and/or store, Ivalua’ Information (including any content such as pictures, audio and videos of the computer screen used in providing services or OCRed content) on a physical computer or online storage location; and
3. Supplier Representatives shall not record (written or otherwise) any Ivalua’ Information.

## 4.3 Information Protection.

1. Supplier shall provide each Supplier Representative providing Services applicable to this Section 4.0, with a security-hardened device that:
   1. has been checked for malicious software/code and any key logging software prior to being used to provide Services;
   2. is equipped with continuously updated virus scanning software configured to run daily virus scans and is regularly patched;
   3. has no administrator rights; and
   4. encrypts all media and hard drives that contain Ivalua’ Information.
2. Supplier will ensure that each Supplier Representative takes adequate steps to protect the equipment used during its provision of Services (“**Equipment**”) and any Ivalua’ Information. This includes but is not limited to:
   1. never circumventing or bypassing security protections of the Supplier Systems, Equipment or Ivalua’ and/or its Affiliates’ systems, equipment and/or software;
   2. not storing Ivalua’ Information on personal computer equipment;
   3. not allowing their username and/or password to be used to gain access to the Equipment, Supplier Systems or Ivalua’ and/or its Affiliates’ systems, by another Person; and
   4. only using Equipment in the Remote Work Space (or otherwise as authorized in this Agreement).
3. Supplier shall ensure that Supplier Representatives immediately notify their manager if Equipment is lost, stolen, or damaged.
4. Supplier shall ensure that if Equipment includes wireless communication devices (i) such devices will be secured using strong passwords and encryption, and (ii) any default wireless password on a router is changed.

## 4.4 Monitoring and Audits.

1. Supplier shall perform regular assessments on Supplier Representatives working remotely to ensure that the requirements in this Section 4.0 are being adhered to and Ivalua’ Information has been appropriately safe guarded.
2. On a quarterly basis, Supplier will reinforce the requirements of this Section 4.0 with all Supplier Representatives.
3. On a quarterly basis, Supplier will conduct random audits to ensure Supplier Representatives’ compliance of these Section 4.0 requirements.

# 5.0 Software Development Requirements.

1. Supplier shall implement a documented and validated software development lifecycle process which includes requirements gathering, system design, integration testing, user acceptance testing, and system acceptance. Security requirements shall be documented and included throughout such lifecycle.
2. Supplier must enforce the following minimum requirements for secure code development:
3. Access to code must be restricted on a need-to-know basis;
4. Code repositories must not be publicly accessible;
5. Monitoring should be conducted on regular basis to ensure that code repositories are not publicly accessible, and that developers are not storing code in non-Supplier sanctioned code repositories;
6. Regular access reviews must be performed and any access that is no longer required must be removed;
7. Supplier must provide all developers with secure code development training;
8. All confirmed high/critical security vulnerabilities found during testing must be remediated and retested prior to moving to the production phase; and
9. Code repositories must be encrypted at rest.

# 6.0 Notification of Security Breach.

1. Without in any way limiting the generality of any other provision of this Agreement, Supplier shall in respect of the Services being provided to Ivalua, within 24 hours notify Ivalua of either a suspected or actual breach of these Ivalua’ Third-Party Security Standards of which Supplier becomes aware, including, without limitation, any unauthorized access to or entry into its premises, computer systems or databases. Supplier shall promptly take all reasonable actions, at its own expense, to mitigate and reduce the impact of any such breach. Supplier shall neither make nor permit any statements to be made concerning any such breach to any third party without the prior written consent of Ivalua, such consent not to be unreasonably withheld or delayed.
2. Supplier shall perform a forensic investigation to determine if there was any unauthorized access to or disclosure of any Ivalua’ Information arising from any such breach and shall implement a remediation plan to prevent a similar breach in the future, all of the foregoing at no additional cost to Ivalua. Supplier shall promptly provide Ivalua with the results of any such investigation, including detailed incident logs, root cause analyses as well as the associated remediation plan. In the event Ivalua so elects, Supplier shall fully cooperate with Ivalua and/or a third party retained by Ivalua to investigate the extent of any such breach, conduct forensic analysis on Ivalua’ behalf and collect evidence.

# 7.0 Compliance Certification.

Upon Ivalua’ request, Supplier shall certify in writing that it has been and remains compliant with all or any part of this Schedule. Ivalua may make such request no more frequently than quarterly, except in connection with emergency investigations of claims of misappropriation, fraud or business irregularities of a potentially criminal nature, in which case such request may be made at any time as required.

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# SCHEDULE 9 - Ivalua’ SUPPLIER CODE OF CONDUCT

# 1.0 Scope

This policy establishes the requirements of Ivalua and its Affiliates (in this Schedule Ivalua and its Affiliates are together called “**Ivalua**”) for, and sets out Supplier’s obligations in relation to, labour, social, environmental and ethical compliance. Ivalua’ Supplier Code of Conduct is designed to promote safe and fair working conditions and the responsible management of social, ethical and environmental issues within Ivalua’ supply chain. Recognized standards such as the Universal Declaration of Human Rights (UDHR), Social Accountability International (SAI) and the Ethical Trading Initiative (ETI), as well as recognized management systems such as The Occupational Health and Safety Assessment Series 18001 (OHSAS 18001), International Organization for Standardization for Environmental Management (ISO 14001), the Eco Management and Audit System (EMAS) and International Labour Organization (ILO) Guidelines on Occupational Safety and Health were used as references in preparing Ivalua’ Supplier Code of Conduct.

Ivalua may Audit Supplier and its subcontractors in accordance with the provisions relating to Audit in this Agreement. Audits will be conducted by an Auditor, and may include the assistance of an industry representative, or relevant non-governmental organization.

Supplier, including its personnel and subcontractors, is obligated to report any instances of behaviour which contradict the requirements of this Schedule in confidence using Ivalua’ STAR Hotline at [www.ivaluastarhotline.com](http://www.ivaluastarhotline.com). Supplier shall promote Ivalua’ STAR Hotline from time to time to Supplier Representatives and subcontractors working on behalf of Supplier for Ivalua.

# 2.0 Policy

The following is the policy of Ivalua:

1. Supplier hereby agrees to Ivalua’ Supplier Code of Conduct as a condition of conducting business with Ivalua and entering into this Agreement and shall make all reasonable efforts to promote Ivalua’ Supplier Code of Conduct to its Supplier Representatives and subcontractors.
2. Failure to adhere to Ivalua’ Supplier Code of Conduct may result in the termination of this Agreement and/or legal action.

# 3.0 Labour

Suppliers are committed to uphold the human rights of workers, and to treat them with dignity and respect as understood by the international community.

The labour standards to be adhered to are as follows:

1. **Freely Chosen Employment**

Forced, bonded or indentured labour or involuntary prison labour is not to be used. All work will be voluntary, and workers should be free to leave upon reasonable notice. Workers shall not be required to hand over government-issued identification, passports or work permits as a condition of employment.

1. **Child Labour Avoidance**

Child labour is not to be used in any stage of manufacturing or production. The term “child” refers to any person employed under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. The use of legitimate workplace apprenticeship programmes, which comply with all laws and regulations, is supported. Workers under the age of 18 should not perform hazardous work and may be restricted from night work with consideration given to educational needs.

1. **Working Hours**

Workweeks are not to exceed the maximum set by local law. In the event that there are no local laws regulating workweeks, Supplier will not require, except in emergency or unusual situations, workers to work more than six consecutive days without at least one rest day.

1. **Wages and Benefits**

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. The basis on which workers are being paid is to be provided in a timely manner via pay stub or similar documentation.

1. **Humane Treatment**

There is to be no harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers, nor is there to be the threat of any such treatment.

1. **Respect, Dignity, Diversity and Inclusivity in the Workplace**

Supplier shall be committed to a workforce free of harassment and unlawful discrimination. Supplier shall not engage in discrimination based on race, colour, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status in hiring, or employment practices such as promotions, rewards, and access to training. In addition, workers or potential workers should not be subjected to medical tests that could be used in a discriminatory way. Ivalua has the right to request that a Supplier Representative be removed from a Ivalua project or facility if the conduct of the Supplier Representative requires, and Supplier will fulfil the request IMMEDIATELY after receiving written notification from Ivalua.

In choosing and evaluating its Suppliers, Ivalua will take into account Supplier’s commitment to, and history of, fostering fair and inclusive work environments, as well as the inclusion of minority, women, disabled veterans, and lesbian, gay, bisexual and transgender-owned businesses in the provision of products and services that Ivalua buys. Upon Ivalua’ request, Supplier will provide Ivalua with information concerning its diversity and inclusion policies, programmes and initiatives, workforce, and subcontractors’ representation. Suppliers who do not meet Ivalua’ diversity expectations, or that fail to comply with applicable laws regarding diversity, human rights, anti-harassment or non-discrimination, may become ineligible to do business with Ivalua.

1. **Freedom of Association**

Open communication and direct engagement between workers and management are the most effective ways to resolve workplace and compensation issues. Supplier will respect the rights of workers to associate freely, join or not join labour unions, seek representation, and join workers’ councils in accordance with local laws. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

# 4.0 Health and Safety

Supplier recognizes that the quality of products and services, consistency of production, and workers’ morale, are enhanced by a safe and healthy work environment. Supplier must also recognize that ongoing worker input and education are key to identifying and solving health and safety issues in the workplace.

The health and safety standards to be adhered to are as follows:

1. **Occupational Safety**

Worker exposure to potential safety hazards (*e.g.*, electrical and other energy sources, fire, vehicle, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tag-out). Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate personal protective equipment. Workers shall not be disciplined for raising safety concerns.

1. **Emergency Preparedness**

Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

1. **Occupational Injury and Illness**

Procedures and systems are to be in place to manage, track and report occupational injury and illness, including provisions to: (a) encourage worker reporting; (b) classify and record injury and illness cases; (c) provide necessary medical treatment; (d) investigate cases and implement corrective actions to eliminate their causes; and (e) facilitate return of workers to work.

1. **Industrial Hygiene**

Worker exposure to chemical, biological and physical agents will be identified, evaluated, and controlled. When hazards cannot be adequately controlled by engineering and administrative means, workers are to be provided with appropriate personal protective equipment.

1. **Physically Demanding Work**

Worker exposure to physically demanding tasks, including manual material handling and heavy lifting, prolonged standing and highly repetitive or forceful assembly tasks will be identified, evaluated and controlled.

1. **Machine Safeguarding**

Physical guards, interlocks and barriers will be provided and properly maintained for machinery used by workers.

1. **Dormitory and Canteen**

Workers will be provided with clean toilet facilities, access to potable water and sanitary food preparation and storage facilities. Worker dormitories provided by Supplier or a labour agent will be clean and safe, and will provide emergency egress, adequate heat and ventilation and reasonable personal space.

1. **Alcohol and Drugs**

Supplier and Supplier Representatives shall not possess, consume and/or traffic in alcoholic beverages, illegal drugs or restricted substances while performing Services for Ivalua.

# 5.0 Environmental

Supplier recognizes that environmental responsibility is integral to producing world class products. In manufacturing operations, adverse effects on the community, environment and natural resources will be minimized while safeguarding the health and safety of the public.

The environmental standards are as follows:

1. **Environmental Permits and Reporting**

All required environmental permits (*e.g.* discharge monitoring) and registrations will be obtained, maintained and kept current and their operational and reporting requirements will be followed.

1. **Pollution Prevention and Resource Reduction**

Waste of all types, including water and energy, will be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

1. **Hazardous Substances**

Chemical and other materials posing a hazard if released to the environment will be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal management.and in accordance with local, provincial and/or federal regulations for such

1. **Wastewater and Solid Waste**

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities will be monitored, controlled and treated as required prior to discharge or disposal. Appropriate reporting to the Governmental Authorities will be completed as required.

1. **Air Emissions**

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations will be characterized, monitored, controlled and treated as required prior to discharge and in accordance with local, provincial and/or federal regulations for such management.

1. **Product Content Restrictions**

Supplier will adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances including labelling laws and regulations for recycling and disposal. Supplier will also adhere to processes to comply with each agreed-upon Ivalua-specific restricted and hazardous materials list. Supplier will have proper registrations to dispose of any materials.

# 6.0 Protection of Data

Supplier and its subcontractors must operate in accordance with the *Personal Information and Electronics Documents Act* (Canada) and Canada’s Anti-Spam Legislation. Supplier and its subcontractors shall employ the following principles to ensure secure and responsible collection, use and disclosure of Ivalua’ Data:

1. **Partnership**

Supplier will work with subcontractors who share Ivalua’ vision for responsible data use, to collaborate on data initiatives that provide value to Ivalua’ customers, employees and Ivalua’ business.

1. **Transparency**

Supplier will be transparent with Ivalua and Ivalua’ customers and employees about how their data is managed.

1. **Control**

In accordance with applicable law, Ivalua’ customers will be given control and choice over how their Personal Information is used.

1. **Consideration**

Supplier will be respectful in the management of Ivalua’ customer and Ivalua’ employee data, and guard against bias, discrimination and unjust impacts. The more sensitive the data, the greater scrutiny Supplier will provide around the management of that data.

1. **Security and Protection**

Supplier will prioritize the protection of Ivalua’ customer and Ivalua’ employee data.

1. **Innovation**

Supplier will continually leverage developing technologies and practices to manage and use data in new and thoughtful ways that improve Ivalua’ business and to better serve Ivalua’ customers and Ivalua’ employees.

# 7.0 Management System

Supplier shall adopt or establish a management system the scope of which is related to the content of this Schedule. The management system shall be designed to ensure (a) compliance with applicable laws, regulations and Ivalua’ requirements related to Supplier’s operations and products; (b) conformance with this Schedule; and (c) identification and mitigation of operational risks related to this Schedule.

The management system should contain the following elements:

1. **Corporate Commitment**

Corporate social and environmental responsibility statements affirming Supplier’s commitment to compliance, continual improvement, and the avoidance of damage to any protected biodiversity environments.

1. **Management Accountability and Responsibility**

Clearly identified Supplier representative[s] responsible for ensuring implementation and periodic review of the status of the management systems.

1. **Legal and Ivalua’ Requirements**

Identification, monitoring and understanding of applicable laws, regulations and Ivalua’ requirements and compliance with laws applicable to Ivalua and Supplier.

1. **Risk Assessment and Risk Management**

Process to identify the environmental, health and safety and labour practice risks associated with Supplier’s operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to ensure regulatory compliance to control the identified risks.

1. **Performance Objectives with Implementation Plan and Measures**

Written standards, performance objectives, targets and implementation plans including a periodic assessment of Supplier’s performance against those objectives.

1. **Training**

Programmes for training managers and workers to implement Supplier’s policies, procedures and improvement objectives.

1. **Communication**

Process for communicating clear and accurate information about Supplier’s performance, practices and expectations to workers, suppliers and customers. Areas to be included in a risk assessment for health and safety are warehouse and storage facilities, plant/facilities support equipment, laboratories and test areas, sanitation facilities (bathrooms), kitchen/cafeteria and worker housing /dormitories.

1. **Worker Feedback and Participation**

Ongoing processes to assess employees’ understanding of and obtain feedback on practices and conditions covered by this Schedule and to foster continuous improvement.

1. **Audits and Assessments**

Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Schedule, and Ivalua’ contractual requirements related to social and environmental responsibility.

1. **Corrective Action Process**

Process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews all in keeping with all local, provincial and/or federal regulations or guidelines.

1. **Documentation and Records**

Creation of documents and records to ensure regulatory compliance and conformity to Ivalua’ requirements along with appropriate confidentiality to protect privacy.

1. **Supplier Diversity Reports**

Supplier will provide Ivalua with reports listing Supplier subcontractors who provide goods and/or services to Ivalua on behalf of Supplier. The first report will be due on January 15 covering the previous calendar year. The second report is due July 15, covering the previous calendar year plus the first six months of the current year. Thereafter, reports will be provided annually on July 15 covering the previous 12-month period, ending on June 30 of the calendar year (*i.e.* July 1 to June 30). If Supplier is aware that any Supplier subcontractors are certified diverse suppliers, Supplier shall use best efforts to identify these particular Supplier subcontractors in each of the reports provided to Ivalua by identifying them as certified diverse, identifying the certifying organization, if known, such as but not limited to Canadian Aboriginal and Minority Supplier Council (CAMSC), Canadian Council for Aboriginal Business (CCAB), Canadian Gay and Lesbian Chamber of Commerce (CGLCC) and Women Business Enterprise (WBE) and or their affiliates and listing the country in which Supplier subcontractors are certified as diverse.

# 8.0 Ethics

To meet social responsibilities and to achieve success in the marketplace, Supplier, Supplier Representatives, and Supplier’s subcontractors will uphold the highest standards of ethics including:

1. **Business Integrity**

The highest standards of integrity are to be expected in all business interactions, including with employees, customers, suppliers and the communities in which we operate. Any and all forms of corruption, extortion and embezzlement are strictly prohibited and may result in immediate termination and legal action.

1. **No Improper Advantage**

Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted.

1. **Disclosure of Information**

Information regarding business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices, including restrictions on the communication of material non-public information and on the purchase and sale of securities under securities laws.

1. **Intellectual Property**

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights.

1. **Fair Business, Advertising and Competition**

Standards of fair business, advertising, sales and competition practices are to be upheld through compliance with all applicable laws relating to competition standards, advertising and sales practices. The means to safeguard Ivalua’ information must be available.

1. **Fair Dealing**

Supplier is required to act honestly, in good faith, and with professionalism. Supplier shall not take unfair advantage of a customer through unethical behaviour such as harassment, manipulation, abuse of privileged information, misrepresentation of material facts, or any other unfair practice.

1. **Protection of Identity**

Programmes that ensure the protection of Supplier and employee whistleblower confidentiality will be maintained.

1. **Community Engagement**

Community engagement is encouraged to help foster social and economic development.

1. **Conflict Minerals**

Supplier shall evaluate the origin or source of its materials to verify that they have not been mined from any conflict zone. Supplier shall disclose whether any of its products contain minerals that have been mined in conditions of armed conflict and human rights abuses or that are from any conflict zones. Where conflict minerals are found in a product or during manufacturing, Supplier commits that it will work to develop and implement processes and control mechanisms to avoid conflict minerals in future.

# 9.0 Conflict of Interest

A “conflict of interest” occurs when Supplier’s interests interfere, or may appear to interfere, with the interests of Ivalua. A conflict of interest can arise when Supplier or a Supplier Representative takes actions or has interests that may make it difficult for Supplier to perform the Services objectively and effectively. Supplier and Supplier Representatives must: (i) avoid activities or situations that involve real or perceived conflicts of interest which would interfere with the interests of Ivalua, and (ii) disclose potential conflicts of interest or any relationships that could reasonably be expected to give rise to a conflict of interest.

Any entertainment, hospitality, gift or favour made or received by Supplier or a Supplier Representative while performing the Services to procure an action or decision, or to recognize or reward an action or decision, is a conflict of interest and is prohibited. Supplier and Supplier Representatives transacting business for Ivalua should act and should be perceived by others to act, in Ivalua’ best interest and free of any conflicts of interest. The total value of (a) favours and gifts received by a Ivalua employee from Supplier shall not exceed $100 annually; and (b) entertainment and/or hospitality received by a Ivalua employee from Supplier shall not exceed $500 quarterly, all provided that the following criteria are met:

1. they are in the course of a normal business relationship and are consistent with accepted business practice, except during a Request for Proposal event such as a competitive bid and/or during contract negotiation;
2. they are not in cash, cash equivalents or securities;
3. they are of sufficiently limited value so as not to be capable of being perceived or construed as an inducement, bribe, pay-off or other improper payment or endorsement;
4. they are not repetitive or frequent; and
5. they do not contravene any law and are made in accordance with generally accepted ethical standards and behaviour.

# 10.0 Supplier Representatives

Ivalua reserves the right to interview and approve or reject any or all prospective new Supplier Representatives on Ivalua’ projects prior to their being hired or engaged by Supplier. Supplier must (i) perform background checks, and (ii) verify all credentials and at least two references, for each prospective Supplier Representative prior to hiring or engagement. Supplier will maintain all interview notes of each Supplier Representative. Ivalua reserves the right to audit and receive confirmation of all documentation regarding all of the above requirements for prospective or hired Supplier Representatives who may provide Services to or on behalf of Ivalua. Ivalua reserves the right to require Supplier to remove specified personnel from any Ivalua’ project(s) or facility at no additional cost to Ivalua.

Supplier and Supplier Representatives will adhere to applicable Ivalua policies and processes including but not limited to: security and access control at Ivalua’ facilities; performing Services in the field on behalf of Ivalua and when working with a Ivalua customer; health and safety procedures including pre-screening assessments regarding travel history and exposure to health risks; business travel and expense reimbursement practices.

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# SCHEDULE 10 - Ivalua’ PAYMENT CARD INDUSTRY (“PCI”) STANDARDS

If the Service involves the processing or handling of branded and unbranded payment cards and bank card transactions (e-commerce) that requires Ivalua’ customers to enter their Personal Information, including payment card numbers and related information:

1. Supplier and its Affiliates shall implement security controls to protect payment card numbers and payment card holder information and shall comply with and cause each of its Supplier Representatives to comply with all applicable standards of any payment card associations including, without limitation, the then most current version of the PCI DSS as published on the PCI website located at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org). To the extent that a PCI DSS requirement is added or modified after the Effective Date (“**PCI Modification**”), Supplier shall comply with such PCI Modification within the grace period permitted by the PCI DSS (“**Grace Period**”);
2. Supplier shall furnish to Ivalua, upon execution of this Agreement and on each anniversary of the Effective Date thereafter, one of the following acceptable forms of proof of PCI compliance, as applicable. Where indicated, such proof shall be “current”, which for the purposes of this Subsection (b) means no older than the 12 months immediately preceding the Effective Date, or the anniversary of the Effective Date, as applicable, or within the Grace Period, as applicable:
3. a current listing on MasterCard or Visa Compliant Service Provider lists. The lists are found at the following websites, which are subject to change:
4. Visa List:

<http://usa.visa.com/merchants/risk_management/cisp_service_providers.html>

1. MasterCard List:

<http://www.mastercard.com/us/sdp/serviceproviders/compliant_serviceprovider.html>

1. a current Attestation of Compliance for Service Providers form signed by a Qualified Security Assessor and an authorized officer of Supplier;
2. a current letter from Visa or MasterCard indicating Supplier’s inclusion on Visa or MasterCard’s listing of validated Service Providers (*e.g.*, Visa’s letter must contain the subject line “re: Acceptance of Payment Card Industry (PCI) Report on compliance for <Supplier>”);
3. if Supplier is not classified as a PCI Level 1 Service Provider, Supplier will provide Ivalua with a letter from Supplier’s Acquirer indicating that they have received and accepted Supplier’s compliant Self-Assessment Questionnaire and an Attestation of Compliance form signed by an authorized officer of Supplier;
4. if Supplier does not have an Acquirer, Supplier will provide Ivalua with an Attestation of Compliance form signed by an authorized officer of Supplier; and
5. in addition, when Supplier provides the above-noted proof, Supplier will also indicate in writing that the Services it provides to Ivalua are in scope for the proof of PCI compliance provided.
6. If Supplier is providing software development services of packaged or custom software to Ivalua and where this software is to be hosted onsite at Ivalua and the scope of the software encompasses the processing, transmission or storage of Ivalua’ customers’ payment card information, Supplier will provide the following to Ivalua in compliance with the PCI DSS 6.4 requirement upon delivery of code packages and thereafter upon Ivalua’ request:
7. evidence in compliance with the PCI DSS requirement 3.2 that if Sensitive Authentication Data (such as CVV, CVV2, *etc.*) is processed by the application, it is not stored by the application anywhere under any circumstances in any data source (all logs, history files, trace files, databases, incoming transaction);
8. documentation for the software development lifecycle setting out the processes which show the application has been developed in accordance with the PCI DSS 6.3 and 6.5 security requirements;
9. evidence showing that (I) secure scan and/or a peer-code review was performed prior to the changes being released into production; and (II) the peer-code reviewer was other than the developer and possessed the knowledge and ability to perform the activity;
10. evidence that code review results are reviewed and approved by Supplier’s management prior to deployment into production;
11. if the code involves a web application, a list of non-production (DEV/QA/UAT) and production (PROD) servers and their IP addresses and web URLs showing separation of these environments;
12. description of the access controls that enforce the separation between production and non-production environments;
13. evidence that only test payment card numbers are used in the non-production environments;
14. evidence that test data and accounts are removed before deployment into production;
15. evidence that change requests follow Ivalua’ Process Interface Manual Change Management Standard provided to Supplier prior to execution of this Agreement (or upon request) or the equivalent and include, at a minimum:
    1. documentation of impact for all changes;
    2. documented approval by Supplier’s management for all changes;
    3. test results from functionality testing to verify that the change does not adversely impact the security of the system; and
    4. back-out procedures.
16. If Supplier is providing software development services of packaged or custom software to Ivalua and where the application is hosted in a third-party hosting facility, Supplier will provide the following:
    1. evidence that a vulnerability assessment and penetration test has been performed for public-facing web applications, in compliance with the PCI DSS 6.6 and 11.3 requirements for web code review and testing, and any identified gaps are remediated or a properly configured web application firewall is in place before the web traffic enters the web application;
    2. a quarterly attestation that a review of the list of files and servers monitored by Ivalua’ File Integrity Monitoring solution (or the equivalent) has occurred, and that any necessary changes to the list have been identified to Ivalua’ Information Security Office, all in compliance with PCI DSS 11.5 requirements; and
    3. evidence that files and servers are continuously monitored for integrity purposes in compliance with PCI DSS 11.5 requirements.
17. If Supplier is permitted by Ivalua to outsource the Services or any part thereof to a third party, Supplier shall ensure that Ivalua has a right to audit such third party’s information security practices as they pertain to the Services being provided to Ivalua in accordance with the audit rights provided for in this Agreement.