

**SUPPLY CHAIN NETWORK PLATFORM**

**TERMS of USE**

(Please note DATA PRIVACY NOTICE AND CONSENT in Section 1.C below)

These terms of use are entered into by and between FACILITATOR (“**FACILITATOR**”), a [type of corporation] under the laws of \_\_\_\_\_ and you as an individual or, if acting on behalf of your employer or another entity, the entity for which you act as agent when accessing the Platform (defined below) (“**you**” or “**your**”). If you are not authorized to enter into a binding contract on behalf of the party for which you are accessing the Platform, you are not authorized to access the Platform unless such party has provided separate written authorization to FACILITATOR. FACILITATOR and you may be referred to herein by name or individually, as a “**Party**,” and collectively, as the “**Parties**.”

The Supply Chain Network (“**SUPPLY CHAIN NETWORK**”) platform (the “**Platform**”) is a [type of software service] where members can simultaneously see [type of data] data to make supply chain decisions. The Platform relies on role-based security measures to provide each member of the SUPPLY CHAIN NETWORK with role-specific access to needed data. This Platform and any related documentation and materials shared with you in relation to your access and use of the Platform are subject to these terms of use (“**TOU**”). The TOU is comprised of this document, the documents referenced to or linked to in the TOU, any amendments or updates to the TOU or those documents, additional provisions contained in the Platform for particular activities or content, and FACILITATOR’s disclosures and your consents provided on or in connection with the Platform. For documents linked to in the TOU, FACILITATOR may communicate to you a new URL as needed. You and other SUPPLY CHAIN NETWORK members who access the Platform are collectively referred to herein as “**Users**.”

As facilitator of the Platform, FACILITATOR has contracted with Software Provider (“**Software Provider**”) to provide the Platform through Software Provider’s cloud-based software-as-a-service (the “**Subscription Services**”). Pursuant to the services agreement with Software Provider, FACILITATOR is authorized by Software Provider, which owns or has the rights necessary to provide the Subscription Services, to make the Platform available for your use subject to certain terms and conditions which are included in the TOU. In the services agreement, Software Provider, inter alia, agrees to comply with (a) confidentiality obligations substantially similar to, and no less protective than, the provisions of Section 3 (User Data and Confidential Information) below, and the security requirements specified at *[insert URL for information security specifications]*. Furthermore, the services agreement prohibits Software Provider from using Your Content (as defined in Section 2.B (Your Content) below) except for the purpose of providing the Platform.

By registering for or logging in to use the Platform, you agree to comply with and be bound by the TOU, which constitutes an agreement between you and FACILITATOR and governs your access to and use of the Platform, including Your Content that you provide for the Platform (if any) and User Data (defined in Section 3 (User Data and Confidential Information) below) that you access through the Platform. If you disagree with any part of the TOU, or if the jurisdiction in which you are located does not recognize any of the terms of the TOU, then you are not authorized to use the Platform and must not access or use it. The TOU may be amended from time to time and using the Platform after any amendments means that you agree to the amendments to the TOU. You can identify updates by the Effective Date indicated at the top of the TOU. If you do not agree with the TOU as amended, you are not authorized to use the Platform and must stop using the Platform.

**SECTION 1 –SUPPLY CHAIN NETWORK PLATFORM**

**A. Your Account:** You agree not to use any false, inaccurate or misleading information when you register to use the Platform by creating a User account. If you create a User account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to the TOU unless such entity has provided separate written authorization to FACILITATOR. Each User account is personal to the registered individual, so you may not share or transfer your account to any other user or entity. You must keep your account details and password confidential and not share them with any third parties, including other employees or representatives of the entity you represent if you register an account on behalf of an entity. If other individuals associated with the entity you represent require access to the Platform, such individuals must be authorized by FACILITATOR and register their own individual User accounts with the Software Provider. You are responsible for all activity that occurs under your account(s) and agree to make every reasonable effort to prevent unauthorized access to the Platform. You are responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Your Content, Feedback (defined in Section 1.D (Feedback for Software Provider Technology) below) and all other data of any kind contained within emails or otherwise entered electronically through the Platform or under your account. “**Electronic Communications**” means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically to or from the Platform. You agree to notify FACILITATOR if you become aware of any loss, theft or unauthorized use of any of your passwords, user names, and/or account number or any other known or suspected breach of security, including any known or suspected unauthorized distribution of User Data or unauthorized use of the Platform. You must use your individual account for the Platform at least once in a six (6) months period to keep your account to access the Platform active. If you do not log in during any six (6) months period, your account will be deactivated.

If FACILITATOR or Software Provider reasonably suspect that (a) you have provided any information that is inaccurate, not current, or incomplete when registering your account; (b) your account is being used by a third party fraudulently (for example, as a result of an account compromise); (c) your account or Your Content infringe upon any intellectual property or other rights; or (d) your access to the Platform is a threat to the security or functionality of the Platform or any component thereof, FACILITATOR or Software Provider may refuse registration or deactivate your account and terminate the TOU. If you are having trouble accessing your account or the Platform, please see the Software Provider Support Services Site at *[insert URL for software provider’s support site]*. To deactivate your account to access the Platform, at any time and for any reason, please review the instructions on the Software Provider Support Services Site at *[insert URL for software provider’s support site]*. If your account to access the Platform is deactivated, your rights as an individual to access the Platform under the TOU immediately terminate. If you wish to reactivate your account at a later time, you must re-register and accept the TOU.

**B. Transmission of Data:** You acknowledge that the technical processing and transmission of your Electronic Communications is necessary to your use of the Platform. You expressly consent to your Electronic Communications and/or Your Content being intercepted and stored by the Platform, and you acknowledge and understand that your Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Software Provider. You agree that neither FACILITATOR nor Software Provider are responsible for any Electronic Communications and/or Your Content which are lost, altered, intercepted or stored without authorizations during the transmission of any data whatsoever across networks not owned and/or operated by Software Provider, except to the extent that such loss or unauthorized alteration, interception or storage is the result of grossly negligent acts or willful misconduct of Software Provider in its capacity as owner or operator of the network.

**C. DATA PRIVACY NOTICE AND CONSENT:**

*[insert copyright notice]*

1. By accepting the TOU, you agree that Software Provider's Privacy Policy, available at [insert URL for Software Provider], and this Data Privacy Notice and Consent apply to your use of the Platform. Furthermore, you agree that the Data Processing Addendum available at [insert URL for DPA between FACILITATOR and Software Provider] governs personal data that you provide in connection with your use of the Platform, as applicable. FACILITATOR receives information that you provide when you set up an account and register to use the Platform (which includes your name and contact information, such as your email address, address, country of residence and/or phone number) and information that is recorded from your interactions with the Platform, including cookies, error reports, activity data, type of browser and operating system you use, device information such as device identifier, hardware model, mobile network information, access times, pages viewed, and your IP address (collectively, "Usage Data").

2. FACILITATOR will use the same care and discretion to avoid public disclosure, publication or dissemination of your Usage Data as it uses with its own similar data that it does not wish to publicly disclose, publish or disseminate, including complying with restrictions on sharing Usage Data with third parties at least as restrictive as those identified in Software Provider's Privacy Policy. Notwithstanding the foregoing, FACILITATOR may use your Usage Data only to provide and operate the Platform, including complying with legal requirements, investigating harmful activities, auditing and analyzing Platform usage, using the Usage Data to improve the Platform and to communicate with you, including informing you about your account, Platform updates and other related information. FACILITATOR may share your Usage Data with third parties working on behalf of FACILITATOR for the same purposes. FACILITATOR may disclose your Usage Data to the extent required by law, provided that, FACILITATOR will give you sufficient prior notice (as permitted and practically feasible) of a request for the disclosure of your Usage Data in order to allow you to have a reasonable opportunity to take protective measures before any such disclosure is made. Your Usage Data may be processed outside of your home country and the data privacy laws in the countries to which your Usage Data is transferred may not be equivalent to or as protective as the laws in your home country. FACILITATOR will maintain your Usage Data for the period required by law and where needed in connection with legal action or investigation. Otherwise, your Usage Data will be kept for as long as needed to provide you with access to the Platform or to respond to your request or question. FACILITATOR will not sell contact lists or personal User information to third parties. You may view or edit your personal information by accessing your User account for the Platform. You may also withdraw your consent to the use of your Usage Data by the Platform, FACILITATOR and/or Software Provider by contacting Software Provider at [insert URL for Software Provider]. FACILITATOR and Software Provider will, however, retain and use your Usage Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

**D. Feedback for Software Provider Technology:** From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Software Provider or FACILITATOR specifically about Software Provider's technology, including during support, excluding any Usage Data and Your Content ("**Feedback**"). Such Feedback is provided on an as-is basis, with all faults available, and without any warranties, guarantees or conditions, expressed or implied, including, without limitation, completeness, accuracy, fitness for a particular purpose or usefulness of the Feedback. Software Provider may freely use, copy, disclose, license, distribute and exploit any Feedback without any obligation, royalty, or restriction based on any intellectual property rights or other proprietary right, title or interest, but may not disclose the identity of the submitter without prior approval. Feedback is considered Software Provider's confidential information. Nothing in the TOU limits Software Provider's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

**E. Platform Availability:** The Platform may be unavailable from time to time or may be available only for a limited time as web-based platforms are subject to service interruptions, outages, and required maintenance. FACILITATOR is not liable for any disruption or loss that you may suffer as a result. FACILITATOR recommends that you make copies of Your Content regularly.

**F. Platform Updates:** FACILITATOR may change the Platform from time to time. FACILITATOR is not obligated to provide or maintain any particular features or functionality.

**G. Use Rights:** If you comply with the TOU, you may use the Platform in accordance with the Platform functionality made available to you, and with the instructions specified for your User role type(s) (“**Platform User Role Type**”) in the Data Use Rights Table available at *[insert URL for table]* (“**Data Use Rights Table**”), solely to align product demand with production, procurement and funding to improve availability of products in low and middle income countries (the “**Purpose**”). To seek support from Software Provider about your User account and the Platform, please refer to instructions on the Software Provider Support Services Site at *[insert URL for Software Provider support]*.

**H. Proprietary Rights and Use Restrictions:** The Platform is licensed, not sold. You acknowledge and agree that the Platform contains proprietary information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that FACILITATOR and its licensors own all right, title and interest in and to the intellectual property rights in the Platform and any suggestions, enhancement requests, or Feedback related to the Platform that are provided by you. FACILITATOR and its licensors reserve all rights to the Platform not expressly granted by FACILITATOR in the TOU.

**I. Limited Warranty:** FACILITATOR warrants and represents that it is authorized by Software Provider to make the Platform available to Users for their use in accordance with the terms of the TOU. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN THIS SECTION 1.I, THE PLATFORM, CONFIDENTIAL DOCUMENTATION (DEFINED IN SECTION 3.B (CONFIDENTIAL INFORMATION) BELOW) AND THE USER DATA ARE PROVIDED AS-IS, WITH ALL FAULTS AND AS AVAILABLE, WITHOUT ANY FURTHER WARRANTY, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED. Neither FACILITATOR nor Software Provider guarantee the accuracy or timeliness of the User Data or any other information available from the Platform. You acknowledge that computers, software and networks are not fault-free and occasional periods of downtime occur. Neither FACILITATOR nor Software Provider guarantee that the Platform or User Data will be uninterrupted, secure, free of error, that all defects will be corrected, or that content loss will not occur. Software Provider does not make, and FACILITATOR hereby disclaims, any and all other expressed and/or implied warranties related to the Platform and the User Data, including without limitation any warranty of merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. You agree that you will obtain and use any User Data entirely at your own risk.

**J. Other Websites:** Neither FACILITATOR nor Software Provider have reviewed, nor will review, all of the User Data made available through the Platform and webpages to which the Platform or User Data links, and that link to the Platform. Neither FACILITATOR nor Software Provider has any control over such non-Platform websites and webpages or is responsible for their contents or their use. By linking to, or permitting Users to link to, a non-Platform website or webpage, neither FACILITATOR nor Software Provider represent or imply that they endorse such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. FACILITATOR and Software Provider disclaim any responsibility for any harm resulting from your use of non-Platform websites and webpages.

*[insert copyright notice]*

**K. Limitation of Liability:** You agree that FACILITATOR shall not be liable to you under any contract, tort (including negligence), strict liability, or other legal or equitable theory for any damages or losses, including without limitation, lost business, loss of use or data, delay or interruption of business, lost goodwill, lost profits, loss of privacy or security, loss of reputation, or any other similar damages whatsoever, or for any incidental, indirect, consequential or punitive damages, that arise out of or are related to any aspect of the Platform, Your Content, the User Data or to any User’s breach of the TOU; provided, however, that the foregoing limitations will not apply to FACILITATOR’s liability for *[insert scope of exclusions from liability disclaimer]*. The limitations and exclusions of liability set forth in this clause apply to any claim related to the Platform or the TOU to the maximum extent permitted by applicable law or principles of law as referred to in Section 1.0 (Dispute Resolution), paragraph 2 below, even if FACILITATOR knew or should have known about the possibility of the damages.

**L. Indemnification:** You agree to indemnify, defend, and hold harmless FACILITATOR, and its directors, officers, employees, agents, and assignees (each an “**Indemnitee**”) from any and all liabilities, claims, actions, damages, demands, costs and expenses (including reasonable attorneys’ fees), and losses (“**Liabilities**”) which may be asserted against any Indemnitee arising, directly or indirectly, in whole or in part, from the following: *[insert scope of indemnification]*, except in each of the foregoing cases to the extent that the Liabilities arose as a result of Indemnitees’ breach of the TOU, breach of confidentiality, privacy, or data protection obligations, infringement of third party intellectual property rights, or gross negligence or willful misconduct. You agree to cooperate fully in the defense of any of the foregoing. FACILITATOR reserves the right, at its own expense, to control exclusively the defense of any matter otherwise subject to indemnification by you, and you will not settle any matter in a manner that imputes culpability or liability to FACILITATOR without FACILITATOR’s prior written consent.

**M. Compliance:**

1. Use of the Platform, including information and User Data that it provides, is subject to United States and other jurisdictions’ export and technology laws and regulations. You agree to comply with all applicable local, state, national, and international laws, treaties, conventions, and regulations in connection with your use, including without limitation those related to data privacy, international communications, antitrust and competition, and the exportation of technical or personal data.

FACILITATOR is committed to full compliance with the letter and spirit of all laws that apply to the Platform, in particular the antitrust and competition laws. These laws prohibit collusion among competitors and market practices that impair the ability of others to compete. FACILITATOR believes in a market free of collusion and anticompetitive practices and fully supports enforcement of the antitrust laws. By using the Platform, you agree that you and your organization also support compliance with the antitrust laws, e.g., maintain compliance programs and policies, and are using the Platform for lawful purposes only.

You further agree that you will fully comply at all times with all applicable anti-corruption laws, including, but not limited to, the Foreign Corrupt Practices Act of 1977 of the United States, as amended, and the United Kingdom Bribery Act of 2010. Further, you agree that you will:

- i. use the Platform in compliance with Software Provider’s Acceptable Use Policy located at *[insert URL for Software Provider acceptable use policy]*, which is hereby incorporated herein by this reference; and

- ii. comply with Software Provider’s Security Guidelines Policy located at [insert URL for Software Provider security policy], which is hereby incorporated herein by this reference.

**N. Choice of Law:** The TOU and your use of the Platform are governed by the laws of the state of \_\_\_\_\_, without regard to its choice of law provisions, provided that where the [insert country] Government is a User, the laws of [insert country] shall apply to the TOU and the [insert country] Government’s use of the Platform.

**O. Dispute Resolution:**

1. If a dispute arises out of or relates to this TOU or your use of the Platform, and if the dispute cannot be settled through negotiation within sixty (60) days, you or FACILITATOR may submit the dispute for final, binding arbitration with written notice to the other party, unless otherwise prohibited by law. The arbitration shall be conducted by a single, neutral arbitrator in [insert location], and in accordance with the rules of [insert arbitration rules] (“**Rules**”). You and FACILITATOR agree to accept the arbitrator’s decision as final and binding.

2. For the avoidance of any doubt, you and FACILITATOR agree that, for purposes of this Section 0 (Dispute Resolution) of the TOU, you can address, vis-à-vis FACILITATOR, disputes relating to Software Provider’s acts or omissions that constitute an alleged breach of the TOU. To address such disputes, FACILITATOR will use reasonable efforts to enforce Software Provider’s obligations pursuant to the services agreement.

**P. Privileges and Immunities:** Furthermore, the terms of the TOU shall not waive national government entity or intergovernmental organization privileges or immunities required under applicable national law or international treaty.

**Q. Notices:**

1. Notice to you: FACILITATOR may give any notice to you regarding the TOU or your use of the Platform by posting notice on the Platform or by sending an email to you at the email address you provide when you register for your account to use the Platform. You agree to check for notices posted on the Platform. .

2. Notice to FACILITATOR: You agree to send FACILITATOR notices or requests for authorization/approval under this TOU to the following addresses. FACILITATOR will notify you in writing of any change to this notice contact information.

For requests for authorization and/or approvals: [Provide email]

For legal notices:

FACILITATOR  
Address

3. A notice sent via email, as permitted above, shall be deemed received as of the first business day following the date sent, and a legal notice sent to FACILITATOR shall be deemed received as of the second business day following the date on which such notice is sent via overnight air courier.

**R. Termination:** You may use the Platform for as long as FACILITATOR makes it available to you; you have no continuing right to use the Platform. You, either as an authorized representative of the organization on behalf of which you are acting, or, as an individual not acting as an authorized representative on behalf of an organization, or FACILITATOR may terminate the TOU with or without cause and at any time upon written notice. Upon any termination of the TOU, all of your rights to access or otherwise use the Platform are thereby terminated. Termination of the TOU will not eliminate the following surviving provisions of the TOU (and you, FACILITATOR and Software Provider, as applicable, will still be liable for obligations incurred before termination of the TOU): Section 1.C (DATA PRIVACY NOTICE AND CONSENT), Section 1.D (Feedback for Software Provider Technology), Section 1.H (Proprietary Rights and Use Restrictions), Section 1.I (Limited Warranty), Section 1.J (Other Websites), Section 1.K (Limitation of Liability), Section 1.L (Indemnification), Section 1.N (Choice of Law), Section 1.O (Dispute Resolution), Section 1.P (Privileges and Immunities), Section 1.Q (Notices), Section 1.R (Termination), Section 1.S (General Provisions), Section 1.T (Translations), Section 2.B (Your Content), Section 2.C (Your Representations and Warranties), Section 3.B (Confidential Information), Section 3.C (Exceptions), and Section 3.D (Legal Requirement to Disclose).

**S. General Provisions:** The TOU constitutes the entire agreement between you and FACILITATOR regarding the Platform, the User Data and Your Content. However, the TOU does not modify any existing legal obligations between FACILITATOR or Software Provider and any User or User's organization regarding the subject matter thereof. If any provision of the TOU is found by a competent tribunal to be invalid or unenforceable, then such provision(s) shall be construed as nearly as possible to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. Either Party's failure to act on a breach does not waive its right to act on subsequent or similar breaches. You may print or make an electronic copy of the TOU for your records. You may not assign or transfer the TOU or any of your rights or obligations under the TOU without FACILITATOR's prior written consent.

**T. Translations.** In the event the TOU is translated into a language other than English, you agree that the TOU in the English language shall be the binding and controlling agreement between you and FACILITATOR.

## **SECTION 2 – YOUR CONTENT**

**A. Data Sharing:** Based on your Platform User Role Type, the Platform may allow you to store and/or share commodity order, shipment, inventory, and supply plan information and/or data with other Users, FACILITATOR and Software Provider, as specified in the Data Use Rights Table. If you provide any such information for the Platform, this Section 2 applies to you.

**B. Your Content:** All data, files (including hypertext markup language files), documents, audio and visual information, graphics, scripts, programs, applets or servlets, including your Confidential Information (as defined in Section 3 (User Data and Confidential Information) below) and master data (for purposes of the TOU, “**master data**” is defined as non-transactional reference data for products and organizations used to configure the Platform) provided by you for the Platform, excluding identification and other information provided by you when you apply for an account, is referred to in the TOU as “**Your Content**.” When you submit or otherwise make available to the Platform Your Content, you agree that Users, FACILITATOR, and Software Provider may, on a worldwide basis and free of charge, access and use Your Content in accordance with the TOU and as specified in the Data Use Rights Table for the respective, applicable Platform User Role Type. Neither FACILITATOR nor Software Provider shall access or use, nor are Users permitted to access or use, Your Content in any manner other than as provided in the TOU. You further acknowledge and agree that Your Content may be (a) accessed, used and processed by FACILITATOR, Software Provider and their respective third party vendors to provide the Platform to the Users as described in the TOU (b) transferred outside of

the country or other jurisdiction where you are located and (c) exclusive of Confidential Information, published or otherwise made publicly available by FACILITATOR solely for the purpose of improving the availability of products. In addition, you acknowledge and agree that it is your obligation to inform the sources of Your Content of the processing of Your Content pursuant to the TOU and to ensure that sources have given any necessary consent to such processing as required by all applicable data protection legislation. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Your Content. If you do not want Users, FACILITATOR, or Software Provider to use Your Content as described in the Data Use Rights Table or the TOU, do not submit Your Content to the Platform. The Data Use Rights Table may be amended from time to time, and maintaining Your Content on the Platform after any such amendments are effective means that you agree to the amendments to the Data Use Rights Table. You can identify updates by the Effective Date indicated at the top of Data Use Rights Table. If you do not agree with the Data Use Rights Table as amended, you must stop using the Platform. FACILITATOR and Software Provider may remove Your Content at any time. Users, FACILITATOR and Software Provider do not acquire any right, title or interest in Your Content by accessing it in the Platform, except the rights specified in the TOU. If you or FACILITATOR terminate the TOU, pursuant to Section 1.R (Termination), Your Content will remain accessible to FACILITATOR, Software Provider, and other Users via the Platform in accordance with the terms of the TOU. If you, upon instructions from applicable authorities within the organization on behalf of which you are acting as an authorized representative under the TOU, if any, elect to discontinue use of Your Content by FACILITATOR, Software Provider, and other Users, you must contact the *[insert name of Platform administrative manager role type]* (as defined in the Data Use Rights Table) at *[insert email]*. Your Content will be irretrievably erased from the Platform within *[insert time period]* days of a written request submitted to FACILITATOR by a duly authorized representative of your organization.

### **C. Your Representations and Warranties:**

1. When you provide Your Content for use on the Platform, you represent and warrant that (a) you have all necessary right, title, interest, and licenses to upload it and make it available to FACILITATOR, Software Provider and other Users for their use in accordance with the terms of the TOU; and (b) you will not to upload, post, or otherwise transmit through the Platform any content or any other materials whatsoever that: (i) are defamatory, obscene, invasive to another person's privacy or protected data, or tortious; (ii) infringe upon any intellectual property rights, including any patent, trademark, trade secret, copyright, or right of publicity; (iii) contain any software viruses or any other harmful computer code, files, or programs, including any designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or (iv) violate any applicable license, law, or contractual or fiduciary duty or provision, including by exercise of the rights you grant to FACILITATOR, Software Provider, and Users in the TOU.

2. Except for Paragraph 1 of this Section 2.C (Your Representations and Warranties) , Your Content is provided "as is" and you do not make any warranty or representation as to the completeness, accuracy, fitness for use, or otherwise in relation to any of Your Content shared by you under the TOU.

## **SECTION 3 – USER DATA and CONFIDENTIAL INFORMATION**

**A. User Data:** Your use of the Platform provides you with access to data owned or controlled by other Users ("User Data"). You agree to use the User Data solely for the Purpose in accordance with the rights specified for your applicable User Role Type in the Data Use Rights Table and subject to the terms and conditions of the TOU, including but not limited to the confidentiality



obligations in this Section 3. By allowing access to the User Data, FACILITATOR does not grant you any express or implied rights to the User Data other than what is described in the TOU.

**B. Confidential Information:** Any information about the Platform that you receive or access, including but not limited to User guides, training materials and other informational documentation (“**Confidential Documentation**”), as well as User Data and Your Content that are defined as “Confidential Data” in the Data Use Rights Table, is “**Confidential Information.**” FACILITATOR, Software Provider and you (each an “**Accessing Party**” and collectively the “**Accessing Parties**”) may access and use Confidential Information of another Accessing Party or User only as specified in the TOU and the Data Use Rights Table according to the Accessing Party’s User Role Type. To the extent that an Accessing Party is permitted to access Confidential Information, the Accessing Party agrees to: (a) use the Confidential Information only for the Purpose in accordance with the TOU; (b) maintain all Confidential Information in confidence and take all necessary precautions to protect the Confidential Information, including, without limitation, all precautions the Accessing Party normally employs with respect to its own confidential or proprietary information for a period of five (5) years from the date the Confidential Information is made available in the Platform; (c) except as expressly provided in Section 3.E (Discussion of Confidential Information with Other Users) below, not disclose Confidential Information to any third party except to the Accessing Party’s, and its affiliates’, directors, employees, subcontractors, and consultants who have a need to know such Confidential Information for purposes of using the Platform in accordance with the TOU and exercising the Accessing Party’s rights in accordance with its User Role Type in the Data Use Rights Table and who are bound by restrictions on disclosure and use of such Confidential Information at least as restrictive as those set forth in the TOU.

**C. Exceptions:** The foregoing obligations of confidentiality shall not apply with respect to Confidential Information that: (i) is publicly available at the time of disclosure or which thereafter becomes publicly available, through no improper action or inaction by the Accessing Party; or (ii) was known by or was in the possession of the Accessing Party prior to access of such Confidential Information, without the Accessing Party having a confidentiality obligation for the Confidential Information; (iii) was independently developed by the Accessing Party without reference to the Confidential Information; or (iv) was rightfully disclosed to the Accessing Party by a third party without restriction; or (v) is Confidential Data about a specific country that is accessed by either a “Country Viewer” or “Country Data Provider” (as defined in the Data Use Rights Table) who are representatives of the same country of which the Confidential Data relates to, and such Country Viewer or Country Data Provider only uses such Confidential Data in accordance with its respective User Role Type rights identified in the Data Use Rights Table.

**D. Legal Requirement to Disclose:** In the event that an Accessing Party is legally compelled, to disclose any Confidential Information, the Accessing Party may disclose such Confidential Information, provided that, the Accessing Party notifies FACILITATOR of the disclosure requirement with sufficient prior notice to allow FACILITATOR to notify the User(s) which provided the requested Confidential Information and to provide such User(s) with a reasonable opportunity to protect its Confidential Information. However, any disclosure permitted under this section must be limited to that portion of the Confidential Information that the Accessing Party is legally required to disclose.

**E. Discussion of Confidential Information with Other Users:** Notwithstanding the foregoing obligations of confidentiality, the Accessing Party may disclose Confidential Information to a third party, provided that the third party is a User who has permission to access the same Confidential Information in accordance with the Data Use Rights Table and only for the Purpose in accordance with the TOU.

[insert copyright notice]

[Add logo]

**Effective Date:** *[insert date]*

**F. Non-Use Upon Termination or Other Request:** Upon the earlier of (a) deactivation of the Accessing Party's account; (b) termination of the TOU, as provided in Section 1.R (Termination); or (c) at any time upon request by FACILITATOR or the User which provided the Confidential Information, the Accessing Party must stop using all Confidential Information.

**G. Confidential Documentation:** As the owner of the Confidential Documentation, the obligations of this Section 3 shall not apply to FACILITATOR in relation to Confidential Documentation.

*[insert copyright notice]*

(Confidential)