

Trust Your Supplier – Supplier Information Suite

SaaS Service Description

Updated January 31, 2025

This “Service Description” describes the Trust Your Supplier - Supplier Information Management Suite (the “Service”), available to Client from Chainyard Supplier Management Inc. d.b.a Trust Your Supplier (“TYS”) through that certain agreement, by and between TYS and the Client, that by its terms, expressly governs the Client’s use of the Network (“Agreement”). All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

1. Service Offering

- 1.1. The Service is available as a cloud-based subscription offering. It provides a trusted source of supplier information that simplifies supplier onboarding and lifecycle management through consolidated visibility and management of key data that drives core procurement operational processes, fact-based governance and decision making.

The Service is structured into a series of components as detailed below. Each component is a distinct solution, either developed by or made accessible for use by the Service.

- **Base Platform:** Credentials to access the Service, a Supplier Information Suite that convenes buyers, suppliers, and network partners.
- **Supplier Data Management:** Enables the collection of supplier information, ongoing governance, and the continuous maintenance of data quality.
- **System Administration:** Encompasses user and role management, system configuration, and preferences.
- **Compliance and Workflows:** Includes the ability to configure compliance-based questionnaires, workflows, approvals, and notifications.
- **Supplier Discovery on TYS network:** Ability to search, Identify and connect with trusted suppliers, allowing users to filter by industry codes, product categories, regions, and specific capabilities.
- **Supplier Engagement:** Facilitates the discovery of pre-validated suppliers, risk assessment prior to onboarding, supplier onboarding processes, continuous risk monitoring, and management of approval workflows.
- **Content Visualization, Analytics, and Dashboards:** Comprises the Dashboard engine, supporting standard dashboards, and a dashboard catalog.
- **Risk Marketplace:** Access to a catalog of leading third-party risk data providers (as listed in Marketplace in the Addendum section at the end of this document) and integration of this risk data with supplier provided content to provide holistic supplier risk assessments. (Certain risk entitlements

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from third-party providers must be procured from the provider directly.)

- **APIs:** Integration to permit sharing of supplier data with external ecosystems and platforms. (See additional detail listed in API below.
- **Support:** User support for the Service
- **Staging Environment (Sandbox):** Limited use environment designed to accommodate testing and validation of custom features, configurations, and policies of the customer organization.

2. Component Usage

The system uses a tiered pricing model based on the following charge metrics:

1. **Suppliers:** The number of suppliers managed within the TYS platform by a specific buyer.
 2. **Users:** The number of active user accounts. There are three types of users, each with distinct functionalities:
 - **Basic User:** Typically, operational roles such as category managers, risk managers, or compliance managers who perform approvals, risk assessments, and ensure compliance adherence.
 - **Power User:** Users with advanced permissions to create questionnaires, configure workflows, and manage dashboards.
 - **Admin User:** Users responsible for managing system functions, including user and role management within the TYS platform.
 3. **Questionnaires:** Number of standard questionnaires that are available along with the catalog to support specific compliance requirements.
 4. **Dashboards:** :Number of standard reports and dashboards that are available along with the catalog
 5. **API Usage:** A tiered, volume-based metric for accessing APIs to transfer supplier data to external systems. Additional information can be found here - <https://trustyoursupplier.com/api/>
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3. **Additional Services:** The services outlined below can be added to the base Service either at the time of initial purchase or at any subsequent point, in any combination or sequence.

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- 3.1. **Risk & Compliance Marketplace:** A pre-integrated marketplace of third-party risk data is available to enhance the risk elements used in evaluating suppliers. Addendum A of this document is an up-to-date list of the providers, the associated risk data available, and the scope of integration available within TYS. This offering is regularly updated with new options and is subject to change.

The client will need to procure entitlement data blocks as applicable to their needs.

- 3.2. **Banking Validation:** An integrated service enabling businesses to verify bank account details of suppliers through Bank Account Verification (BAV) providers. Current providers include Lexis Nexis and Signzy.
- 3.3. **Supplier Discovery (Enabled by Moody's Orbis):** Ability to search, identify and connect with trusted suppliers from over 500 million worldwide suppliers, allowing users to filter by industry codes, product categories, regions, and specific capabilities.
- 3.4. **Single Sign on and Multi-factor authentication:** Authentication service that allows Trust Your Supplier access via corporate ecosystem credentials. Supports OIDC, SAML, & LDAP protocols

4. Service Use

- 4.1. TYS will provide Client with at least 60 days' notice of any changes to this Service Description. Continued use of the Service after the effective date of any such change constitutes Client's acceptance of any changed terms.
- 4.2. Client agrees TYS may publicly refer to Client as a subscriber to the Service in a publicity or marketing communication only to the extent expressly agreed upon between the parties in writing.

5. Setup and Maintenance

- 5.1. TYS will maintain and update the Service on a regular basis during scheduled maintenance windows. These maintenance windows will be published at <http://trustyoursupplier.com/support>.

6. Technical Support

The following describes the technical support services (Technical Support) that Trust Your Supplier shall provide for the support level purchased by the Customer (Support Level) as stated on the Order Form. The following terms may be updated from time to time, however, for each Order Form, the terms effective as of the execution of the Order Form shall apply for the duration of the applicable Subscription Term.

- 6.1. **Scope.** The purpose of Technical Support is to address questions, concerns, and defects in the Platform that prevents successful operation of the Service. A resolution to such a defect may consist of a fix, workaround or other relief reasonably determined by the TYS Technical Support staff.
- 6.2. **Online Knowledge Center & Case Management.** The Service provides a help and support portal includes an online knowledge base of usage guides and best practices for use of the Platform, and an email portal to submit support cases.

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- 6.3. **Severity Levels.** Each support ticket shall be categorized by Customer into one of the following severity levels.

Severity	Definition
Severity Level 1	Severe error that results in the Platform experiencing complete unavailability and halting transactions with no workaround.
Severity Level 2	Serious error that results in a major function of the Platform suffering a reproducible problem causing either major inconvenience to Users or consistent failure in a common functionality.
Severity Level 3	Error that results in a common functionality experiencing an intermittent problem or a consistent failure in a less common functionality.
Severity Level 4	Service requests such as sandbox refreshes, SSO setups, and other how-to types of questions.

- 6.4. **Support Levels.** Support personnel will respond to and update each support ticket in accordance with the following timelines.

Support Level	Basic		Gold	
Online Ticket Submission, Phone Support	Severity Level 1: 24x7 Severity Levels 2-4: Mon-Fri, 8am-6pm at Customer's main domicile		All Severity Levels: 24x7	
	Response Times	Update Frequency	Response Times	Update Frequency
Severity Level 1	1 hour	2 hours	30 minutes	1 hour
Severity Level 2	4 hours	1 business day	2 hours	6 hours
Severity Level 3	3 business days	4 business days	2 business days	2 business days
Severity Level 4	7 business days	7 business days	5 business days	5 business days

- 6.5. **Support Exclusions:** TYS is not required to provide resolutions for immaterial defects or defects due to modifications made by anyone other than: (a) TYS or (b) Anyone acting at TYS's direction. Technical Support does not include professional services for implementation, configuration, integration, customization, custom software development, training, or assistance with administrative functions.
- 6.6. **Update Process:** TYS shall use commercially reasonable efforts to (1) monitor the Platform and related infrastructure for opportunities to address performance, availability, and security issues; and (2) at TYS's discretion, deliver functionality enhancements to address customer and market requirements to improve such performance based on need and innovation.
- 6.7. **Applicability:** Unless otherwise agreed in writing, support is available only to Client (and its authorized users).

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7. Service Levels

- 7.1. If service outages result in a failure to meet an uptime availability of 99.8% over a calendar month, the Client will be entitled to a service credit of the actual unavailability rate for the calendar month (as an example, if the Platform has an uptime availability of 85% during a calendar month, then the service credit shall be fifteen percent (15%) of the applicable subscription fees for that calendar month).
- 7.2. The following events shall be excluded in calculating Uptime SLA:
- Planned maintenance windows. TYS reserves the right to perform planned maintenance outside the target periods above if circumstances require, and TYS shall provide prior notice to before doing so.
 - Emergency maintenance necessary to address an urgent situation or incident that if not addressed on an emergency basis could result in material impact to the Service or platform. TYS shall provide advance notice of emergency maintenance via electronic communication to the extent practicable.
 - Any unavailability caused by circumstances beyond TYS's reasonable control, including without limitation, unavailability due to Client acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction involving infrastructure, equipment or systems not belonging to or controlled by TYS.
 - Items (a) – (c) are collectively defined as “Excused Downtime”.
- 7.3. Uptime SLA is calculated as follows:

$$\frac{(x - y - z)}{(x - z)} * 100$$

x = total number of minutes in a calendar month
y = downtime that is not excluded
z = Excused Downtime (as defined above)

- 7.4. Client must request all service credits within 30 days of the end of the month in which the Uptime SLA was not met, including identifying the period Client's production instance of the Service was not available. TYS shall apply the service credit during the Client's next billing cycle unless the service credit is reasonably disputed by TYS, in which case Client and TYS shall work together in good faith to resolve such dispute in a timely manner. The total amount of service credits for any month may not exceed the applicable monthly subscription fee for the affected Platform and has no cash value (unless a service credit is owed at the time termination or expiration of this Agreement without a renewal order, in which case, such service credit shall be paid to Client within ninety (90) days of the end of the Subscription Term.

8. Privacy and Data Policies

- 8.1. TYS maintains and updates on a regular basis applicable policies regarding Privacy, Data Processing, Data Protection, TOMS, and other related collateral. These can be found at <https://trustyoursupplier.com/policies/>.

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1. High Availability, Disaster Recovery, and Data Storage Considerations

Details can be found at <https://trustyoursupplier.com/policies/>.

9. Suspension and Termination of Individual Service

- 9.1. TYS reserves the right to suspend or terminate any part of the Service where necessary to preserve the security and integrity of the Service platform.
- 9.2. Services may be suspended if TYS reasonably determines: i) a security breach exists that affects Client or the TYS infrastructure, network, or its customers; ii) Client's use of the Service violates the Agreement terms; or iii) Client's use may subject TYS or a third party service provider to liability. Client agrees to cooperate in any investigation to resolve a suspension. Suspension will only affect the services that caused or were the basis for the suspension.
- 9.3. TYS documentation may include usage guidelines or limitations to preserve the performance, responsiveness, or integrity of the Service. Client agrees to comply with such guidelines and understands that use or applications that violate these guidelines may be suspended automatically or by TYS system administrators.
- 9.4. TYS will try to give reasonable advance notice of a suspension and an opportunity to remedy the cause of a suspension, unless immediate suspension is necessary to protect TYS, third party service providers, or other customers from operational, security, or other risk, or is ordered by a court or other judicial body.
- 9.5. For suspended services, TYS is not liable for any damages or losses Client may incur as a result of loss of access to content during a suspension.
- 9.6. TYS may terminate Service if a suspension is not remedied within five business days from the suspension notice (or other reasonable time as may be determined by TYS).
- 9.7. TYS may terminate Client's account for multiple violations of the Agreement terms or usage guidelines.

10. Client Feedback

- 10.1. Client agrees TYS may use all feedback and suggestions Client provides.

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Addendum A Third Party Risk Data Providers*

<u>Provider</u>	<u>Risk Category</u>	<u>Data Block</u>
Apex Analytics (Darkbeam)	Cybersecurity	Cyber Risk Insights - Basic
Dun and Bradstreet (D&B)	Financial Health & Risk	Filings & Events
	Financial Health & Risk	Financial Strength insights
	Vendor Due Diligence	Filings & Events
	Vendor Due Diligence	Company information
	Financial Health & Risk	Company Financials
	Vendor Due Diligence	Hierarchies and connection
	Vendor Due Diligence	Ownership Insight
	Vendor Due Diligence	Third Party Risk Insights
	Vendor Due Diligence	Principals and contacts
	Financial Health & Risk	Payment insights
	ESG	ESG Insights
	Data Verification	Entity & parent DUNS verification
EcoVadis	ESG	Sustainability ratings - badge only
	ESG	Sustainability ratings
	ESG	Carbon ratings
	ESG	Ecovadis IQ
Lexis Nexis	Screening and Sanctions	Bridger

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	Banking	Bank Validation
Moody's	Screening and Sanctions	RDC/Grid- Screening & Watchlist
	Data Verification	Key Information
	Financial Health & Risk	Probability of Default
	Cybersecurity	Bitsight Cyber
	Source & Discover	Discovery
Rapid Ratings	Financial Health & Risk	Full Financial Health Score w/ Report
	Financial Health & Risk	Public FHR
RiskLedger	InfoSec/Data Privacy	Data privacy exposure
Signzy	Bank and account validation	Bank validation

**Subject to change based on availability of provider's offerings.*