



## Wood Mackenzie Supply Chain Intelligence Platform Terms of Use

Version February 2023

READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE. BY USING OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPT, AND AGREE TO BE BOUND BY THESE TERMS OF USE.

### 1. Background.

As used herein, “Wood Mackenzie Supply Chain” refers to Wood Mackenzie Limited’s Affiliate, Power Advocate, Inc. “Affiliate” of an entity shall mean a legal entity that is Controlled By or that is under common Control with such entity; wherein “Controlled By” or “Control” means holding more than 50% of the voting power or ownership interests or having possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity. Your use of the password-protected areas of woodmac.com with access to the Wood Mackenzie® Supply Chain Intelligence Platform™ (formerly the PowerAdvocate® Energy Intelligence Platform®), and its login and registration pages, (the “SCIP Site”) is governed by these Wood Mackenzie Supply Chain Terms of Use (“Terms of Use” or “Agreement”).

The SCIP Site allows individuals or entities with registered Users (as defined below) to access and use the Wood Mackenzie® Supply Chain Intelligence Platform™. Your use of the Supply Chain Intelligence Platform (or any of the individual products that comprise the Supply Chain Intelligence Platform – including, without limitation, the Spend Intelligence®, Cost Intelligence®, Risk Intelligence™, Supply Market Intelligence™ (formerly Market Intelligence®), Sourcing Intelligence®, Supplier Intelligence™ and Contract Intelligence® solutions (the “Solutions”) as of the date hereof) and of the information provided on the SCIP Site is governed by these Terms of Use and by any license, subscription or other applicable written contract entered into by you or by the Participating Company (as defined below) for which you are a User. A “Participating Company” is an individual or a legal entity that has Users that have registered to

participate on the Supply Chain Intelligence Platform. The employees or authorized agents of a Participating Company are referred to as “Users.” A Participating Company that is a supplier of goods and/or services submitting information on, or bids or other offers to sell, goods or services (including any entity acting as a representative or agent for another to do so) on Sourcing Intelligence, Supplier Intelligence or Contract Intelligence is referred to as a “Supplier Company.” A Participating Company having Users of Spend Intelligence, Cost Intelligence, Risk Intelligence and/or Supply Market Intelligence, or posting a request to Supplier Companies on Sourcing Intelligence, Supplier Intelligence or Contract Intelligence or otherwise requesting or collecting information on, or receiving bids or offers for the purchase of, goods or services from Supplier Companies is referred to as a “Buyer Company.” Except as expressly stated otherwise, all terms apply equally to Supplier Companies and to Buyer Companies.

## 2. **Registration.**

Each User must register on the SCIP Site before Users are authorized to participate on the Supply Chain Intelligence Platform.

## 3. **User Names and Passwords.**

Each User will choose a unique user name and password upon registration. Each Participating Company agrees to take all reasonable precautions to maintain as confidential the user names and passwords of its Users. Each Participating Company agrees not to provide access to the Energy Intelligence Platform to any persons other than authorized Users through use of their user names or passwords and to notify Wood Mackenzie Supply Chain upon becoming aware of any loss or theft of a user name or password or an unauthorized use of the Supply Chain Intelligence Platform or a user name or password. A Participating Company will be responsible for all use of its user names and passwords by any person or entity. At its sole discretion and at any time, Wood Mackenzie Supply Chain may disable one or more user names or passwords or otherwise deny a User access to the Supply Chain Intelligence Platform.

## 4. **Wood Mackenzie Supply Chain’s Role.**

Wood Mackenzie Supply Chain may be involved on the SCIP Site in many ways, including by assisting a Buyer Company with the preparation and posting of a request for proposals on Sourcing Intelligence, by soliciting information from Supplier Companies on Supplier Intelligence, promoting Supplier Company participation, and by facilitating Participating Company use of the Supply Chain Intelligence Platform through helpdesk services. Wood Mackenzie Supply Chain will not take title to, or otherwise have any liability for, any products or services sold or offered for sale on the SCIP Site, and each Participating Company hereby releases Wood Mackenzie Supply Chain and its Affiliates from any such liability. Wood Mackenzie Supply Chain is not responsible for any material posted on the SCIP Site by a Participating Company. Wood Mackenzie

Supply Chain has no obligation to monitor the content on the SCIP Site. Wood Mackenzie Supply Chain has the right, but not the obligation, to remove any material posted on the SCIP Site, including any material that is alleged to violate an intellectual property right (whether or not the allegation proves accurate) or that may violate these Terms of Use or applicable laws.

#### 5. Participating Company's Role.

Each Participating Company is responsible for all activities carried out on the Supply Chain Intelligence Platform by its Users, and ensuring that each of its Users abides by the Terms of Use, as they are amended from time to time and appear on the SCIP Site. All Users must be employees or authorized agents of a Participating Company and authorized by that Participating Company to conduct business on the Supply Chain Intelligence Platform.

A Participating Company shall inform Wood Mackenzie Supply Chain immediately of any change in a User's status that affects that User's right to use the Supply Chain Intelligence Platform. Should a Participating Company fail to do so, that Participating Company will continue to be responsible for all the User's activities on the Supply Chain Intelligence Platform. The applicable Buyer Companies and Supplier Companies are responsible for determining the final terms and conditions between them with respect to a purchase and sale of goods or services arising out of their use of Sourcing Intelligence, including pricing, warranties, logistics, transportation, and inspection as required. If a Buyer Company elects to purchase any goods or services, that Buyer Company and the successful Supplier Company(s) will enter into any contracts they deem necessary and Wood Mackenzie Supply Chain will not be a party thereto. You and each Participating Company warrant and covenant that its Contact Information (as defined in paragraph 10), its posting of any materials on the SCIP Site, and its other uses of and activities on the SCIP Site do not and shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including, without limitation, those governing export control, unfair competition, deceptive trade practices, and false advertising); or (c) constitute activities that are scandalous, deceptive, inaccurate, misleading, defamatory, libelous, obscene, harassing or threatening. You and each Participating Company will comply with all applicable laws, statutes, ordinances and regulations regarding its use of the SCIP Site, and regarding its ordering of, bidding on or purchase of goods and services, and its posting and retrieval of information, on or through the SCIP Site.

Access to the SCIP Site by means of screen scrapers, web crawlers or similar methods is prohibited. Each Participating Company, its employees and its consultants working on its behalf, may not, without the express written permission of Wood Mackenzie Supply Chain, (i) perform any penetration test, load test, denial of service simulation or vulnerability scan (each, an "Ethical Hack"), or use any software tool

designed to emulate the actions of a human user (a “Robot”) in conjunction with the SCIP Site. Any Supplier Company acting as a representative or agent for another Supplier Company (e.g., a manufacturer’s representative) acknowledges and agrees that these Terms of Use are intended to bind itself and the Supplier Company that it represents. Each Participating Company represents and warrants that it has all necessary right, title and interest to enter into this Agreement and to perform its obligations under this Agreement and, in the case of a Supplier Company acting as a representative for another Supplier Company, that it has the power to bind that other Supplier Company to these Terms of Use.

## 6. [Third Party Links.](#)

The SCIP Site may contain links to third-party web sites not under the control or operation of Wood Mackenzie Supply Chain. Wood Mackenzie Supply Chain does not endorse these third-party web sites, and is not responsible for the contents of any linked site or any link contained in a linked site. You may provide a hypertext link to the SCIP Site on another web site, so long as such link is done in good taste and does not create the false appearance that Wood Mackenzie Supply Chain or any of its Affiliates is associated with or sponsoring the linking web site. The use of techniques to frame the SCIP Site within a third-party web site is not permitted under this Agreement. Wood Mackenzie Supply Chain reserves the right to revoke its consent to any link at any time in Wood Mackenzie Supply Chain’ sole discretion.

## 7. [Warranties and Limitations of Liability.](#)

THE SCIP SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WOOD MACKENZIE SUPPLY CHAIN AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO: THE SCIP SITE; ANY GOODS, SERVICES OR INFORMATION OFFERED ON OR THROUGH THE SCIP SITE; ANY BID EVENTS THAT MAY BE CONDUCTED ON OR THROUGH SOURCING INTELLIGENCE, INCLUDING (i) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, (ii) THAT THE SCIP SITE OR THE INTERNET WILL MEET ANY PARTICULAR REQUIREMENTS, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, SECURE OR OPERATE WITHOUT ERROR, AND (iii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WOOD MACKENZIE SUPPLY CHAIN AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY AS TO THE CREDITWORTHINESS, TRUSTWORTHINESS AND ACCEPTABILITY OF ANY PARTICIPATING COMPANIES OR TO THE QUALITY, SUITABILITY, OR CONDITIONS OF GOODS AND SERVICES PROCURED FROM OR THROUGH ANY PARTICIPATING COMPANIES. ANY FORECASTS OR OTHER FORWARD-LOOKING PROJECTIONS OR TRENDS CONTAINED ON THE SCIP SITE ARE NOT GUARANTEES OF ACTUAL FUTURE CONDITIONS. ACTUAL FUTURE CONDITIONS MAY DIFFER MATERIALLY FROM WHAT IS FORECAST OR ESTIMATED ON THE SCIP SITE DUE TO A VARIETY OF FACTORS

THAT COULD INCLUDE CHANGING SUPPLY AND DEMAND CONDITIONS, CHANGING GLOBAL OR NATIONAL ECONOMIC PERFORMANCE, LABOR ISSUES, SHIPPING AND TRANSPORTATION ISSUES, PRODUCTION MISTAKES, OR FORCE MAJEURE EVENTS. THE SCIP SITE MAY INCLUDE INFORMATION FROM THIRD-PARTY SOURCES, AND WOOD MACKENZIE SUPPLY CHAIN AND ITS AFFILIATES GIVE NO ASSURANCE THAT IT WILL BE ABLE TO MAINTAIN THE AVAILABILITY OF ALL THIRD-PARTY DATA SOURCING RELATIONSHIPS. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WOOD MACKENZIE SUPPLY CHAIN AND ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND AGENTS, WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, REVENUES OR DATA), ARISING OUT OF OR IN CONNECTION WITH THE SCIP SITE, USAGE OF THE SCIP SITE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED THROUGH, OR TRANSACTIONS ENTERED INTO AS A RESULT OF USING THE SCIP SITE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS OF USE INURE TO THE BENEFIT OF WOOD MACKENZIE SUPPLY CHAIN AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS. IN THE EVENT THAT A PARTICIPATING COMPANY HAS A DISPUTE WITH ANOTHER PARTICIPATING COMPANY, BOTH SUCH PARTICIPATING COMPANIES HEREBY RELEASE WOOD MACKENZIE SUPPLY CHAIN AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, FROM ALL CLAIMS, LOSSES, LIABILITIES, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHERWISE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

THE RISK INTELLIGENCE SOLUTION INCLUDES INFORMATION FROM THIRD-PARTY SOURCES THAT WOOD MACKENZIE USES IN COMBINATION WITH ITS OWN PROPRIETARY DATA TO DEVELOP INSIGHTS AROUND POTENTIAL SUPPLIER DISRUPTION AND OTHER RISKS. PARTICIPATING COMPANIES ACKNOWLEDGE THAT SUCH THIRD-PARTY INFORMATION IS CONSTANTLY CHANGING AND CAN BE INACCURATE OR UNTIMELY. IN ADDITION, SUCH INFORMATION MAY DIFFER FROM, AND/OR BE INCONSISTENT WITH, INFORMATION FROM OTHER SOURCES AND MAY BECOME UNAVAILABLE. WOOD MACKENZIE SUPPLY CHAIN AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO EITHER THE ACCURACY, TIMELINESS, OR ONGOING AVAILABILITY OF SUCH THIRD-PARTY INFORMATION OR THE INSIGHTS DERIVED USING SUCH INFORMATION.

## 8. Confidential Information and Privacy.

The SCIP Site facilitates communications between Participating Companies that may include their respective confidential and proprietary information and/or personal information. Wood Mackenzie Supply Chain recognizes the importance of protecting confidential and proprietary information and personal information of Participating Companies collected or posted on the Supply Chain Intelligence Platform and of not disclosing such information to unauthorized third parties. As such, Wood Mackenzie Supply Chain enters into confidentiality agreements with Wood Mackenzie Supply Chain customers that contain Wood Mackenzie Supply Chain's sole obligations concerning the treatment of confidential or proprietary information collected or posted by, on behalf of or for that customer on the SCIP Site.

## 9. Contact Information.

"Contact Information" shall mean any and all business contact information (name, employer, business address, business phone numbers, business email address, etc.) that you provide to Wood Mackenzie Supply Chain during registration for the Wood Mackenzie Supply Chain Intelligence Platform or during any other use of the SCIP Site. During registration, you shall provide -- and Participating Company shall ensure that its Users provide -- true, accurate, current and complete Contact Information. During registration or any other use of the SCIP Site that collects Contact Information, you will ensure that all Contact Information is business contact information only and is not private home contact information. Wood Mackenzie Supply Chain uses the Contact Information only in furtherance of, and consistent with, the SCIP Site and otherwise in its normal course of business. By providing your Contact Information, you provide your consent to Wood Mackenzie Supply Chain contacting you by email or telephone in its normal course of business, including to determine your interest in any Wood Mackenzie Supply Chain offerings.

## 10. Additional Information

For information regarding Wood Mackenzie Supply Chain's treatment of personal information as described in sections 8 and 9, and submitted in conjunction with use of the Solutions, see the Supply Chain Intelligence Platform Privacy Statement found at <https://www.woodmac.com/power-advocate/trust/privacy-and-trust/scip-privacy>

For information regarding Wood Mackenzie Supply Chain's treatment of personal information as described in sections 8 and 9, and submitted in respect to use of the non-password protected areas of the SCIP Site, see the Privacy Statement found at <https://www.woodmac.com/power-advocate/trust/privacy-shield/>

## 11. Intellectual Property

“PowerAdvocate”, “Spend Intelligence”, “Contract intelligence”, “Cost Intelligence”, “Market Intelligence” and “Sourcing Intelligence” are registered trademarks of Wood Mackenzie Supply Chain. In addition, “Wood Mackenzie supply Chain”, “Supply Chain Intelligence Platform”, “Supplier Intelligence”, “Supply Market Intelligence” and “Risk Intelligence” are trademarks or service marks of Wood Mackenzie Supply Chain. Unless otherwise noted on the SCIP Site, all other trademarks, service marks, and logos used in this Site are the trademarks, service marks or logos of their respective owners. All ownership rights – including all right, title, and interest in all patents, copyrights, trademarks, trade secrets and other intellectual property rights – in the SCIP Site, including any software associated with the operation or functioning of the SCIP Site, are and will remain in Wood Mackenzie Supply Chain, its Affiliates and/or its licensors.

You and each Participating Company will not undertake to copyright, trademark or patent the SCIP Site, or any portion thereof. You and each Participating Company acknowledge that all or portions of the SCIP Site (including the software and methodologies associated with the operation or functioning of the Supply Chain Intelligence Platform) may be copyrighted, trademarked or patented by Wood Mackenzie Supply Chain or another party. You and each Participating Company acknowledge that no such act will cause or be construed as causing any portion of the Supply Chain Intelligence Platform to be in the public domain. You and each Participating Company will not, and will not attempt to, modify, reverse engineer, disassemble or decompile the SCIP Site, or permit or cause any third party to do so on your behalf.

Any changes, advice, modifications or evaluations of or concerning the SCIP Site generated or proposed by any party will be the exclusive property of Wood Mackenzie Supply Chain and will not give any one other than Wood Mackenzie Supply Chain any right, title or interest in or to the SCIP Site. All ideas, concepts, know-how or techniques relating to the use, operation or functioning of the SCIP Site will be the exclusive property of Wood Mackenzie Supply Chain or its licensors. You and each Participating Company are granted only a limited, revocable, non-transferable license to print and download portions of any materials created by Wood Mackenzie Supply Chain (“Wood Mackenzie Materials”) and posted on the SCIP Site solely for internal, non-commercial use, provided that any copyright notice and any other notices that appear on any such copies are maintained and unmodified. Any other use, copying, redistribution, publication, or retransmission of any portion of any Wood Mackenzie Materials on the SCIP Site is strictly prohibited without the express written permission of Wood Mackenzie Supply Chain. All Wood Mackenzie Materials on the SCIP Site are, and shall continue to be, owned by Wood Mackenzie Supply Chain. Each Participating Company shall also maintain any copyright notice and any other notices that appear on any materials created by any third party and posted on the SCIP Site. Wood Mackenzie Supply Chain retains all rights to any data, modules, components, designs, utilities,

subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices (“Technical Elements”) owned or developed by Wood Mackenzie Supply Chain prior to, or independently from, the provision of the SCIP Site (and any modifications or enhancements to Wood Mackenzie Supply Chain’s Technical Elements developed in the course of providing the SCIP Site) (collectively, “Wood Mackenzie Technical Elements”) and Wood Mackenzie Supply Chain retains exclusive ownership rights to all Wood Mackenzie Technical Elements. Wood Mackenzie retains all rights to its knowledge, experience and know-how (including processes, ideas, concepts and techniques) acquired in the course of providing the SCIP Site, and, subject to the nondisclosure obligations in the separate contracts referenced in Section 9 and Section 13, you and each Participating Company hereby grant to Wood Mackenzie and its Affiliates a perpetual, worldwide, paid-up license to use, copy, modify and/or sublicense, in the course of its business, any Technical Elements acquired or developed as a result of providing the SCIP Site.

## 12. **Governing Law and Jurisdiction.**

This Agreement shall be deemed to have been made and performed entirely in the Commonwealth of Massachusetts, USA and shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts without regard to its provisions regarding the conflicts of laws. You and each Participating Company and Wood Mackenzie Supply Chain hereby agree the state and federal courts of Suffolk County, Massachusetts shall be the exclusive forum and venue to resolve disputes involving Wood Mackenzie Supply Chain and arising out of or relating to these Terms of Use or any use of the SCIP Site. By using the SCIP Site and thereby agreeing to these Terms of Use, you and each Participating Company consent to personal jurisdiction and venue in the state and federal courts in Suffolk County, Massachusetts with respect to all such disputes.

## 13. **Amendment.**

Wood Mackenzie Supply Chain may modify this Agreement from time to time by posting the modified Agreement on the SCIP Site. Any use of the SCIP Site after the posting of the modified Agreement constitutes that User’s and that Participating Company’s agreement to be bound by such modified version of this Agreement. Wood Mackenzie Supply Chain reserves the right to change the SCIP Site at its discretion at any time. Wood Mackenzie Supply Chain may add or remove features, services or otherwise modify the SCIP Site, all without any liability whatsoever.

## 14. **Order of Precedence.**

THESE TERMS OF USE SHALL NOT ALTER OR OVERRIDE ANY CONFLICTING TERMS AND CONDITIONS OF ANY OTHER WRITTEN CONTRACT THAT YOU OR A PARTICIPATING COMPANY MAY HAVE WITH WOOD MACKENZIE SUPPLY CHAIN OR WITH ANOTHER PARTICIPATING COMPANY. In the event of any conflicting terms



under a written contract signed by you or a Participating Company with Wood Mackenzie Supply Chain and these Terms of Use, the terms of the written contract will prevail over the conflicting terms in these Terms of Use.

15. **Miscellaneous.**

Any notice, report, approval, or consent required or permitted under this Agreement shall be in writing and in the English language. Notices to Wood Mackenzie Supply Chain may be sent to Wood Mackenzie, 179 Lincoln Street, Boston, MA 02111, Facsimile: 857-453-5656, Attention: Joseph Levesque, or email to [legalnotices@woodmac.com](mailto:legalnotices@woodmac.com). No failure or delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any partial exercise of any right or power under this Agreement preclude further exercise. If any provision of this Agreement is unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract with third-parties. No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended nor created by this Agreement.