

## USER AGREEMENT – SUPPLIER PORTAL

Version 1.0; 4 May 2026

**THIS IS A BINDING AGREEMENT** between BAE Systems Australia Limited ACN 008 423 005 (**BAESA**) and any person, company, and/or person acting for a company (**Supplier**) who accesses the supplier portal hosted by Ivalua, Inc. (**Provider**) at [<https://suppliers.au.baesystems.com/>] (**Application**) to enable onboarding and source to pay activities between a member of the BAE Systems Australia Group and the Supplier (**Purpose**).

**By clicking "Accept" and/or by accessing and/or using the Application (whichever is first), you agree that you and your organisation or company are bound by this agreement as it appears as part of the Application from time to time.**

**You will be required to accept the agreement (1) upon your first log-in to the Application; and (2) at your first log-in after the agreement has been varied in accordance with clause 10.**

**BY SIGNING THIS AGREEMENT YOU WARRANT, CONFIRM AND AGREE THAT (1) YOU HAVE FULL POWER AND AUTHORITY TO ACCEPT THE TERMS FOR AND ON BEHALF OF YOUR ORGANISATION OR COMPANY; AND (2) YOU WILL COMPLY WITH THE AGREEMENT.**

**Your acceptance of this agreement supersedes any previous acceptance of these same terms (whether in the current version or a previous version). If you do not agree to abide, and be bound, by this agreement, you must cease use of the Application.**

### 1. DEFINED TERMS & INTERPRETATION

In this agreement:

**BAESA Content** means all Content made available by BAESA or another member of the BAE Systems Australia Group to the Supplier for use in connection with the Purpose.

**BAE Systems Australia Group** means BAE Systems Australia Limited (ABN 29 008 423 005), ASC Shipbuilding Pty Limited (ABN 15 051 899 864), and any other related body corporate of these entities (within the meaning of section 50 of the *Corporations Act 2001* (Cth)) who may from time to time use the Application.

**Confidential Information** means all information received acquired or developed by a party as a result of entering into this agreement, performing its obligations set out in this agreement, or using the Application, including information which (a) relates to the affairs or business of the other party, the other party's operations, pricing structures, business plans, customer details, techniques, ideas, principles and concepts or know-how; (b) is produced, developed, or derived from such information; provided that the same is either identified at the time of disclosure as "confidential", "proprietary" or by use of a similar marking, is manifestly of a confidential nature, or is known (or could be reasonably be expected to be known) to be confidential.

**Content** means all information or content, whether published on the Application or not, including but not limited to all text, artistic works, information, images, photographs, logos, trade marks, data, text, graphics or links.

**Disclosing Party** means a party which discloses any information to the Receiving Party, including by making it available on the Application, and including information comprising Intellectual Property rights or Confidential Information.

**Effective Date** means the date on which the Supplier agrees to be bound by this agreement by clicking "Accept" in the Application and/or by accessing and/or using the Application (whichever is first).

**Intellectual Property** means all present and future rights conferred by law in, or in relation to, copyright (including copyright subsisting in computer programs and other software), trademarks, service marks, circuit layouts, patents, registrable designs, and any other rights resulting from activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered.

**Ivalua** means the platform provided by the Provider.

**Provider** means Ivalua, Inc.

**Receiving Party** means a party which receives any information from the Disclosing Party, including information received through use of the Application, and including information comprising Intellectual Property rights or Confidential Information.

**User Account** has the meaning given in clause 1.1.

**User Content** means all Content submitted or uploaded by the Supplier or the Supplier's personnel to the Application in connection with the Purpose.

## 1. USER ACCOUNT

1.1 **User Account.** BAESA will provide personnel of the Supplier (as nominated by the Supplier) with a login and password at the time their account is created (**Supplier Personnel User Account**).

1.2 **Responsibility and security.** The Supplier acknowledges and agrees that:

- (a) it is solely responsible for all activities that occur on Supplier Personnel User Accounts;
- (b) it shall take all reasonable measures to ensure the Supplier's personnel keep their user identification and password confidential; and
- (c) it will take reasonable measures to ensure the Supplier's personnel do not:
  - (i) disclose their user identification and password to any other person; or
  - (ii) permit their user identification and password to be given to or used by any other person.

The Supplier must notify BAESA in writing immediately upon becoming aware of, or reasonably suspecting, any loss or actual compromise of any login or password of a Supplier Personnel User Account, or any Content contained in the Application. The Supplier shall also notify BAESA where personnel of the Supplier no longer require a Supplier Personnel User Account.

1.3 **Obligations.** BAESA may, in its sole discretion acting reasonably, suspend or close a Supplier Personnel User Account or terminate this agreement under clause 8.3 if:

- (a) the Supplier breaches this agreement;
- (b) BAESA deems the use of the Application by the Supplier or the Supplier's personnel to be malicious; or
- (c) BAESA considers such suspension or closure of a Supplier Personnel User Account is necessary to comply with BAESA's obligations at law.

1.4 **Monitoring.** The Supplier acknowledges and agrees that:

- (a) the Provider, and BAESA, may collect data relating to the interactions of the Supplier or the Supplier's personnel with the Application, including login attempts, session durations, system-specific activities performed by the Supplier's personnel, IP addresses of connecting clients and performance characteristics associated with connections;
- (b) the Provider, and BAESA, may use quantitative information derived from the Supplier's use of the Application (which may include frequency of log-ins, information on sessions, click through or click stream data) solely in aggregate form for industry analysis, benchmarking, marketing and other business purposes. All such data may be disclosed to third parties in aggregate with data from other Provider customers and anonymised; and
- (c) BAESA does not control or influence the Provider's collection, use, processing and/or disclosure of such data, and in any case BAESA shall not be liable to the Supplier for any losses, costs, damages, expenses or liabilities arising from the Provider's collection, use, processing and/or disclosure of such data.

1.5 **Access by the Provider:** The Supplier acknowledges and agrees that:

- (a) the Application, and Content contained in the Application, is hosted and administered by the Provider;

- (b) User Content may be accessed by the Provider and its authorised personnel and service providers for the purposes of:
  - (i) providing the Application;
  - (ii) preventing or addressing service or technical problems; and/or
  - (iii) where requested by BAESA in connection with customer support matters.
- (c) the Provider may access or remove User Content from the application where it materially jeopardises the Provider's ability to provide the cloud service on which the Application is hosted, to BAESA or to other customers.

## 2. GRANT OF ACCESS AND CONDITIONS OF USE

- 2.1 **Access.** Subject to the Supplier's continued compliance with this agreement, BAESA grants the Supplier and its nominated personnel access to the Application, to use the Application strictly in accordance with the terms and conditions of this agreement and only for the Purpose.
- 2.2 **Access to Content.** The Supplier acknowledges and agrees that its access to the Application does not, by itself, guarantee that it will be permitted access to any Content stored in the Application. BAESA reserves the right to provide the Supplier with access to any Content stored in the Application, at its sole discretion. BAESA's decision to provide the Supplier with access to any Content may be subject to one or more conditions, and/or to additional agreements.
- 2.3 **Compliance with laws.** The Supplier warrants that it complies with, and shall continue to comply with, all applicable laws and regulations (including those relating to export control or global trade compliance) relating to the use of the Application, and/or relating to any data or other information within the Application or to be uploaded into the Application (including without limitation information supplied by the Supplier or used by the Supplier).
- 2.4 **Compliance with Australian Export Control laws.** In order to ensure compliance with the Defence Trade Controls Act 2012 (Cth), if the Supplier is a body corporate incorporated in Australia, all personnel you nominate to obtain a Supplier Personnel User Account must either be an Australian citizen or a permanent resident of Australia and if the Supplier is an individual, you must not nominate to obtain a Supplier Personnel User Account unless you are an Australian citizen or a permanent resident of Australia.
- 2.5 **Restrictions (Application Use).** The Supplier must not:
  - (a) use the Application to:
    - (i) violate any applicable law, engage in any unlawful activity, or act in pursuit of an unlawful purpose;
    - (ii) engage in, promote, incite or facilitate the harassment, abuse, threatening or bullying of individuals or groups of individuals; or
    - (iii) intentionally mislead or deceive others;
  - (b) provide or make available the Application or any portion of it to any third party;
  - (c) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or algorithms of the Application or any portion of it;
  - (d) translate, adapt, create derivative works from, or modify the Application or any portion of it;
  - (e) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the Application or any rights thereto;
  - (f) provide, transmit, disclose or distribute (whether or not for commercial gain) any Content to any third parties, except as permitted by this agreement or as otherwise expressly permitted by BAESA in writing;
  - (g) without limiting clause 2.5(f), submit any Content into any autonomous tools, platforms, software or services, including generative artificial intelligence, bots, AI agents, or web scraping tools (**AI Services**) which:
    - (i) are publicly accessible;
    - (ii) are not restricted only to the Supplier's use and access;

- (iii) retain Content inputted by the Supplier to a database not controlled by Supplier or not exclusively for Supplier's access and use; or
- (iv) permit a third party to use Content inputted by the Supplier for any purpose;
- (h) use the Application or Content to 'train' any AI Service, except as otherwise expressly permitted by BAESA in writing;
- (i) use or permit the use of any AI Services to access and/or use the Application and Content, or encourage or facilitate the use of such AI Agents to access and/or use the Application and Content, except as otherwise expressly permitted by BAESA in writing;
- (j) alter or remove any logo, trade or service mark, copyright or other proprietary rights notices contained in or on the Application, any documentation associated with the Application, or any Content not owned by or licensed to the Supplier; or
- (k) circumvent or otherwise interfere with any authentication or security measures of the Application, or otherwise interfere with or disrupt the integrity or performance of the Application, except under circumstances necessary to take immediate action to protect the Supplier's systems or confidential information.

2.6 **Restrictions (Information Upload).** The Supplier must not:

- (a) transmit or upload any data or other information subject to export control or global trade compliance laws and regulations of the United States of America (including the International Traffic in Arms Regulations, or "ITAR");
- (b) transmit or upload any Content, data or other information relating to or arising from contracts where the end customer is the United States of America (including where it is acting through a federal agency);
- (c) transmit or upload any data or other information with a government or defence security classification; provided that information marked with Australian or UK 'Official' or 'Official: Sensitive' markings may be transmitted or uploaded; or
- (d) transmit or upload any data or information that is otherwise unlawful, infringing, harmful, or which the Supplier is not authorised to transmit or upload.

3. **AVAILABILITY OF THE APPLICATION**

3.1 **Acknowledgements.** The Supplier acknowledges and agrees that:

- (a) BAESA makes no representations, warranties or guarantees in relation to the Application or its Content (express or implied); and
- (b) BAESA cannot and does not guarantee that:
  - (i) access to the Application or Content will be secure, timely, uninterrupted or error free;
  - (ii) the Application or its host server(s) will be free from viruses, malware, or other harmful or malicious software components;
  - (iii) the Content of the Application (including data) is accurate, current, complete or suitable for any particular purpose;
  - (iv) the Application will meet the Supplier's requirements or expectations;
  - (v) any stored data will not be lost or corrupted;
  - (vi) any defects in the Application will be corrected; or
  - (vii) the operation or use of the Application by the Supplier will result in the Supplier complying with any relevant laws, procedures, accounting standards, codes of conduct, organisational policies or procedures.

3.2 **Unavailability of Application.** Without limiting clause 3.1, BAESA will not be liable if the Application is unavailable for any reason, including directly or indirectly as a result of:

- (a) telecommunications unavailability, including without limitation due to an interruption, delay, bottleneck, failure or fault;
- (b) negligent, malicious, reckless, or wilful acts or omissions of third parties (including BAESA's third party service providers);

- (c) maintenance, update, modification or repairs carried out by BAESA or any third party service provider in respect of the Application or any of the systems used in connection with the provision of the Application;
- (d) any events beyond BAESA's control;
- (e) any suspension or closure of a Supplier Personnel User Account in accordance with clause 1.3; or
- (f) services provided by third parties (including the Provider) ceasing or becoming unavailable.

#### 4. CONFIDENTIALITY

- 4.1 **Obligations.** The Supplier shall take all reasonable steps to ensure that Confidential Information is kept confidential and is not disclosed to any third party, except as permitted under any agreement subsequently entered into between the Supplier and BAESA (or another member of the BAE Systems Australia Group, as the case may be), which, for the avoidance of doubt, will take precedence over the terms of this agreement to the extent of any inconsistency.

#### 5. INTELLECTUAL PROPERTY

- 5.1 **Ownership.** Nothing in this agreement affects the ownership of any Intellectual Property rights, including without limitation ownership of Intellectual Property rights in the Application, or any Content or other information uploaded to the Application.
- 5.2 **No licence to BAESA Content.** No right, title or licence of any description is granted, conveyed, or intended to be conveyed to the Supplier in relation to any BAESA Content received or accessed under this agreement (including information accessed via the Application), and this agreement shall not be construed as granting (expressly or impliedly) any other rights or licence in respect of any form of Intellectual Property or other rights belonging to BAESA in respect of the BAESA Content. BAESA may provide access to BAESA Content at its own discretion, including in accordance with clause 2.2.
- 5.3 **No sublicence to the Application.** No right, title or licence of any description is granted, conveyed, or intended to be conveyed to the Supplier in relation to the Application or any portion of it, and this agreement shall not be construed as granting (expressly or impliedly) any other rights or licence in respect of any form of Intellectual Property or other rights belonging to BAESA, the Provider, or any other third party, in respect of the Application.
- 5.4 **Rights to User Content.** The Supplier grants to BAESA, and agrees that BAESA may grant to the Provider, the right to use, transmit, store, disclose, and otherwise process User Content for the purpose of providing, monitoring, and improving the Application and as otherwise permitted in this agreement. The Supplier further grants BAESA the right to use User Content for any purpose related to the Purpose.
- 5.5 **Warranty for User Content.** The Supplier represents and warrants that:
- (a) it has the right or authority to transmit, disclose and/or upload the User Content;
  - (b) all User Content to be uploaded does and will comply with the agreement;
  - (c) the Supplier understands and acknowledges that the Supplier is responsible for any User Content it transmits or uploads, and responsible for its legality, reliability, accuracy and appropriateness.

#### 6. PRIVACY

- 6.1 **Privacy Statement.** Any personal information provided by the Supplier to BAESA in the course of using the Application will be managed in compliance with the *Privacy Act 1988* (Cth) and in accordance with BAESA's Privacy Policy, available at <https://www.baesystems.com/en-us/privacy-notice>.

#### 7. INDEMNITY AND EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 7.1 **BAESA indemnity.** To the extent that BAESA is indemnified by the Provider for the same, BAESA indemnifies the Supplier against any claim brought against the Supplier to the extent such claim alleges that the Supplier's use of the Application in accordance with this agreement directly infringes a US, UK, EU or Japanese patent, any copyright, trademark, or misappropriates a trade secret. If the Supplier becomes aware or reasonably suspects that any such claim may

be made by a third party, it shall promptly notify BAESA in writing and provide all information reasonably requested by BAESA.

- 7.2 **No liability.** To the maximum extent permitted by law and except as otherwise expressly provided in this agreement (including under clause 7.1), in no event will BAESA be liable to the Supplier for any loss, actions, proceedings, cost and expenses (including legal fees), claims and damages arising directly or indirectly out of or in connection with the Supplier's use of or reliance on the Application. Where BAESA's liability cannot (by law) be excluded, BAESA's liability to the Supplier arising directly or indirectly out of or in connection with the Supplier's use of the Application in aggregate shall not exceed AUD \$100.
- 7.3 **Supplier indemnity.** The Supplier indemnifies BAESA (and all its related bodies corporate and its personnel) against all loss, actions, proceedings, judgments, awards, cost and expenses, liabilities, (including reasonable legal fees), claims and damages arising out of or in connection with:
- (a) any breach of obligations of confidentiality, export control or global trade compliance laws and regulations, or Intellectual Property contained in this agreement by the Supplier; or
  - (b) any suit, claim, judgment or demand brought or made, or governmental fine, penalty, sanction or expiation levied, against BAESA (including without limitation claims of Intellectual Property infringement or non-compliance with applicable law) arising in relation to the User Content or otherwise due to the Supplier's violation of the agreement, and/or acts or omissions (including negligent or reckless conduct) in its use of the Application.
- 7.4 **Exclusion of liability.** Neither party shall be liable to the other for loss of revenue or profit, loss of anticipated savings, loss of opportunity, loss of reputation, loss of goodwill, or exemplary, punitive, special or aggravated damages, or other indirect or consequential losses or damages.

## 8. TERM AND TERMINATION

- 8.1 **Term.** This agreement continues from the Effective Date until terminated by the Supplier or by BAESA.
- 8.2 **Supplier's right to terminate.** The Supplier may terminate this agreement at any time by ceasing use of the Application.
- 8.3 **BAESA's right to terminate.**
- (a) BAESA may terminate this agreement, and cancel any associated Supplier Personnel User Account(s):
    - (i) at any time after giving 30 days' written notice to the Supplier; or
    - (ii) immediately, where the Supplier is in breach of this agreement or where otherwise permitted by this agreement (and in this case, BAESA may immediately deactivate the Supplier's access to the Application, and at the same time or promptly afterwards provide the Supplier with a notice of termination in writing).
  - (b) If any third party licence rights relating to the Application granted to BAESA (or otherwise made available to BAESA) are materially altered, expire, are suspended or are otherwise terminated, and the result is that BAESA is no longer able to make the Application available to the Supplier (either for its intended purposes, or at all), then BAESA may, if and to the extent required:
    - (i) alter the Supplier's access to the Application in any way; or
    - (ii) terminate this agreement.
  - (c) To the maximum extent permitted by law, BAESA will have no liability to the Supplier arising from BAESA's valid alteration of the Supplier's access to the Application or valid termination of the agreement under this clause 8.3.

## 9. GENERAL

- 9.1 **Governing law.** This agreement is governed by the laws of the State of South Australia, and the parties submit irrevocably and unconditionally to the non-exclusive jurisdiction of the courts of that State. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this agreement.
- 9.2 **Assignment.** The Supplier may not assign its rights under this agreement, nor attempt or purport to do so.

- 9.3 **No waiver.** No waiver of any right a party holds under this agreement will be deemed effective unless contained in writing signed by a duly authorised representative of that party. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this agreement.
- 9.4 **Entire agreement.** This agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter.
- 9.5 **Severability.** If any term of this agreement is found to be unenforceable or contrary to law, it will be modified to the least extent.

## 10. VARIATION OF TERMS

- 10.1 **BAESA may vary terms.** BAESA reserves the right to revise, vary, change or amend this agreement as required from time to time. If any terms are updated by BAESA then the Supplier will be required to review and confirm its acceptance with any updated terms (typically at the Supplier's next login to the Application after an amendment is made). The Supplier may decline to accept the updated terms, though if the Supplier declines to accept the updated terms then (as the Supplier's exclusive remedy) the Supplier may cease using the Application. To the maximum extent permitted by law BAESA will have no liability to the Supplier arising from the revision of this agreement and the Supplier's non-acceptance of any updated terms.
- 10.2 **Supplier may not vary terms.** The Supplier may not revise, vary, change or amend this agreement without BAESA's written agreement (which may be withheld at BAESA's sole discretion).