



Supplier / Partner Code of Business Conduct



Introduction

This Supplier/Partner Code of Business Conduct (“Code”) sets out the standards, including ethical business practices and regulatory compliance, for all third-party business partners working with Cloud Software Group (including without limitation suppliers, vendors, partners, distributors, resellers, subcontractors, agents and their employees, personnel and contractors (collectively “Supplier/Partner”). All Suppliers/Partners are expected to uphold these standards in day-to-day activities, comply with all applicable policies and procedures, and ensure that all Supplier/Partner personnel are aware of, understand and adhere to these standards

While this Code covers many matters, it is not intended to be all-inclusive or to address every situation. Cloud Software Group is committed to continuously reviewing and updating its policies and procedures. Therefore, this Code is subject to modification. In the event of conflicts between this Code and future modifications, the latest modification will control.

Cloud Software Group is committed to taking prompt and consistent action against third parties who violate this Code and/or any applicable policies, which may include disciplinary actions, termination of the business relationship and other legal remedies.

Acting Ethically

All persons should be treated fairly and with respect

Cloud Software Group values equal opportunity for all and prohibits discrimination on the basis of race, color, ethnicity, sex (including pregnancy, childbirth, lactation status, or related medical conditions), gender (including gender identity and gender expression), religion (including religious dress and grooming practices), creed, marital status, age, national origin, ancestry, citizenship, physical or mental disability, taking or requesting statutorily protected leave, military and veteran status, genetic information, medical condition (including cancer and genetic characteristics), sexual orientation, or any other protected class, characteristic, or consideration made unlawful under applicable laws (each, a “Characteristic”).

Supplier/Partner must not tolerate in any aspect of its employment relationships and shall commit to a workplace free of any discrimination or harassment based on any Characteristic, or any other factors that are not related to a person’s job-related qualifications and the legitimate business interest of Supplier/Partner. Supplier/Partner must prohibit any conduct that creates an intimidating, offensive or hostile working environment, or that interferes with work performance. Such prohibited conduct includes, but is not limited to:

- Threats of physical or psychological harm
- Violent or bullying behavior
- Distribution, sale, or possession of illegal drugs or any other controlled substance (other than for approved medical purposes) at Cloud Software Group, Supplier/Partner, or customer premises or events

Supplier/Partner personnel may not be on Cloud Software Group premises, at Cloud Software Group events or in the workplace if they are using, under the influence of, or affected by illegal drugs or any other controlled substance (other than for approved medical purposes). Suppliers/Partners must provide a safe, healthy, and sanitary working environment and comply with all applicable health and safety laws.

Cloud Software Group prohibits and will not tolerate slavery or trafficking in persons, or the use of forced or child labor by anyone in the Cloud Software Group Supplier/Partner community. Supplier/Partner is required to comply with all applicable employment laws, including, but not limited to laws relating to child labor, wages, hours, and working conditions, and to take affirmative steps to combat, slavery and trafficking in persons and forced or child labor.

Supplier/Partner must comply with all environmental laws applicable to the conduct of its operations or,



where relevant, the manufacture and packaging of its goods. Supplier/Partner must have suitable policies and systems in place for managing environmental risks.

Avoid conflicts of interest

A conflict of interest describes any circumstance that could cast doubt on a Supplier/Partner's ability to act with total objectivity with regard to the sale of products and services on behalf of or to Cloud Software Group. In the event Supplier/Partner feels that a conflict of interest or potential conflict of interest may exist with Cloud Software Group or any Cloud Software Group employee(s) or contractors, all pertinent details should be promptly reported via the [EthicsPoint HelpLine](#).

Supplier/Partner must report any situations where a current employee, officer, director or principal of Supplier/Partner is a current employee of Cloud Software Group or is a direct family member of a Cloud Software Group employee. A direct family member includes a parent, sibling, spouse or partner, or child, including, in each instance, where such relationship is created through marriage (e.g., a brother-in-law, a mother-in-law, a stepchild, etc.)

Protecting Our Business

Protect Cloud Software Group assets and those of our customers, partners and suppliers, particularly confidential information

Cloud Software Group assets may only be used for legitimate business purposes consistent with your relationship with Cloud Software Group. When you are entrusted with these assets, you are responsible for making sure that adequate safeguards exist to prevent their unauthorized use, loss or destruction. Suppliers/Partners are required to protect these assets, including confidential information, in a manner consistent with the Cloud Software Group standards and/or the terms of your agreement with Cloud Software Group whichever is more stringent.

If you believe that you or anyone else may have disclosed confidential information or otherwise misused Cloud Software Group assets, even if inadvertently, you must report this to your Cloud Software Group point of contact or to Cloud Software Group using the [EthicsPoint HelpLine](#).

Protect personal information

As part of Cloud Software Group business, Cloud Software Group may collect and retain personal information about its employees and about its customers and partners and their employees, customers and vendors ("Cloud Software Group Personal Information"). Cloud Software Group Personal Information includes any information relating to an identified or identifiable person, or that is linked or linkable to an individual, and can include information about a person's education, finances, employment or personal health. Common types of personal information include names, addresses, telephone numbers, Internet protocol addresses, dates of birth, social security and other identification numbers and credit card or bank account numbers.

As part of Cloud Software Group's commitment to privacy, and to comply with data protection laws, Suppliers/Partners must:

- Always maintain the confidentiality of any Cloud Software Group Personal Information encountered or collected while working on an engagement for Cloud Software Group
- Only access and use Cloud Software Group Personal Information to the extent necessary to perform your function
- Handle Cloud Software Group Personal Information in a manner that will avoid accidental loss or alteration or unauthorized access
- Never disclose Cloud Software Group Personal Information to anyone outside of your organization without specific authorization from Cloud Software Group
- Erase Cloud Software Group Confidential Information on completion of your one- off project, at the



end of your business relationship with Cloud Software Group, or whenever instructed to do so by Cloud Software Group

- Ensure that you are familiar with and adhere to the terms of your agreements with Cloud Software Group relating to the handling of personal and/or confidential information, including,
 - For Suppliers; Cloud Software Group's [Supplier Security Standards](#) and [Supplier Data Processing Addendum](#)
 - For Partners; [Partner Data Processing Addendum](#)

If you believe that Cloud Software Group Personal Information has been used, lost or disclosed without authorization, you should immediately alert privacy@cloud.com or use the [EthicsPoint HelpLine](#) to report the disclosure.

You should be aware that Cloud Software Group may monitor information systems, resources, and infrastructure to ensure compliance with its corporate, regulatory or legal requirements.

Keep Intellectual Property Safe

Intellectual property includes trade secrets, know-how, patents, copyrights, trademarks and their embodiments, such as source code.

It is essential to establish, protect and defend Cloud Software Group rights in its intellectual property due to its value to Cloud Software Group business. You must take steps to safeguard these assets in whatever form regardless of whether they are labeled as proprietary or confidential or contain a copyright notice or other designation.

In addition to protecting Cloud Software Group's intellectual property rights, Suppliers/Partners must also respect the intellectual property rights of others. In many countries, theft and misappropriation of intellectual property may result in criminal penalties for individuals.

Supplier/Partner is responsible for protecting the intellectual property of Cloud Software Group and others and may not directly or indirectly loan, copy, download, use or distribute intellectual property or disclose it to any unauthorized person (including unauthorized Supplier/Partner employees and external individuals) unless you are doing so in accordance with the terms agreed between Supplier/Partner and Cloud Software Group or if applicable the third party.

Supplier/Partner may not incorporate third-party software (including open source software) into any service deliverable for Cloud Software Group unless you have been specifically authorized to do so.

Dealing with Customers and Third Parties

Supplier/Partner business must always be conducted in an ethical, honest and fair manner

Tell the truth.

Never make oral or written misrepresentations, dishonest, disparaging or misleading statements, or utilize any unethical or deceptive trade practices. This applies to all areas of your business and its relationships.

Keep accurate and honest records.

Supplier/Partner books and records must always accurately and fairly reflect all transactions with Cloud Software Group, whether inbound or outbound. No off books, side agreements or other similar activities will be created or used. All documentation you submit related to Cloud Software Group business must be complete, accurate, timely, and have the appropriate authorization and signatures. This includes orders, costs, sales, shipments, financial information, expense reports, time slips, and all other important company information. Partners should only place orders that correspond with a binding commitment to purchase from an end user. Partner/Supplier is responsible for cooperating with Cloud Software Group inquiries, audits and



investigations.

Obtain information appropriately.

To compete in the marketplace, it is often necessary to collect competitive information. Supplier/Partner must do so lawfully, using appropriate methods, and consistent with Cloud Software Group policies on gathering such information.

Illegal practices such as trespassing, burglary, misrepresentation, wiretapping, hacking, fraud and stealing are prohibited.

Always compete fairly

Cloud Software Group is committed to free, fair, and open competition in the global marketplace. Supplier/Partner must comply with all laws that promote competition and avoid business activities or conduct that would unlawfully restrict competition. Antitrust, unfair competition, and trade regulation issues may arise in dealings with competitors, vendors, distributors, resellers, partners or customers.

Supplier/Partners must avoid:

- Inappropriately sharing Cloud Software Group, other third party or Supplier/Partner confidential information to gain a marketplace advantage
- Engaging in discussions with employees of competitors within trade associations, standard setting bodies, consortia and other industry organizations regarding costs, prices, terms of sale, territories, competitive bids or customers

Cloud Software Group does not allow bribes, kickbacks, or any other improper payments, regardless of local practices or competitive intensity

Any gifts or entertainment must be legal, and for legitimate business purposes related to your engagement with Cloud Software Group. Gifts and entertainment include anything of value that may be offered or accepted, including food, beverages, event tickets, travel, logo items, giveaways and prizes. Supplier / Partner should never directly or indirectly give, offer, or accept any cash or cash equivalents (for example, gift cards or coupons) in relation to any Cloud Software Group business activities.

Giving and receiving gifts or entertainment is often a customary common business practice designed to legitimately strengthen business relationships. However, Suppliers/Partners must ensure that gifts and entertainment given to and/or received from current or prospective partners, suppliers and customers (including to Cloud Software Group employees or contractors) are modest in nature and do not create even the appearance of impropriety.

Supplier/Partner must never offer, give, solicit, or accept any money, gifts or anything else of value for the purpose of:

- Obtaining, retaining, or directing business, or
- Bestowing or receiving any kind of favored treatment or inappropriate business advantage

Supplier/Partner must never use a third party (such as an outside consultant, reseller, suppliers or agent) to avoid or get around this prohibition. For example, you may not give anything of value to a third party if you have reason to think that it may be passed on to another third party such as a government employee or official. Fees, commissions, and expenses paid to outside consultants, resellers, or third parties must be based on proper billings, reasonable standards and actual services provided.

The purpose of all Cloud Software Group marketing sponsorships solely to promote Cloud Software Group's business, products, services or brand and may not be used to improperly benefit any individual, directly or indirectly.

Gifts, entertainment and other benefits must be properly recorded and accounted for in company financial records. The creation of any side or "off book" funds for any purpose is strictly prohibited.



Supplier/Partner is required to fully comply with all anti-corruption, anti-bribery and anti-money laundering laws related to Cloud Software Group business, such as the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act, which both apply to Cloud Software Group and its third parties regardless of where the business is being conducted.

Follow all laws and policies concerning any interactions with government entities.

Laws and rules governing offering or providing anything of value to government employees and officials are complicated. What may be permissible with private sector individuals may be illegal with government/public sector employees or officials. Liability can extend not only to the entities involved but also to the individuals. Be aware that employees of companies with even partial government ownership or those acting on behalf of a government entity may be considered government employees or officials. Suppliers/Partners are responsible for knowing when they are dealing with a government/public sector employee or official and adhering to all such limitations and prohibitions.

Contributions by you on behalf of Cloud Software Group, directly or indirectly, to an individual politician, candidate or holder of a governmental office, or a political party, committee, or charitable entity, are prohibited.

Supplier/Partner personnel working or travelling in certain countries related to Cloud Software Group business may sometimes be told by foreign government employees or officials or other persons that they must pay for certain privileges, services, or actions that would normally not cost anything. These types of payments, often known as facilitation payments, are not permitted and will not be paid or reimbursed by Cloud Software Group.

Lobbying

If engaging in lobbying communication, directly or indirectly, with any member or employee of a legislative body or with any government official or employee in the formulation of legislation or public policy, a Supplier/Partner must make clear to such government official or employee that the Supplier/Partner is speaking on its own behalf and must not create any perception that the Supplier/Partner is speaking on behalf of, or is representing, Cloud Software Group or its affiliates. Absent the express, prior written consent of Cloud Software Group's Chief Legal Officer, lobbying efforts by a Supplier/Partner on behalf of Cloud Software Group are strictly prohibited.

Suppliers/Partners are responsible for knowing when any of their own activity related to Cloud Software Group business transactions may constitute lobbying under local laws and adhere to all related registration and reporting requirements. Cloud Software Group external consultants/lobbyists do not advise or represent Suppliers/Partners – Suppliers/Partners should retain their own services separately.

Important Laws and Regulations

Respect international trade controls

Many countries regulate international trade transactions, such as imports, exports, and international financial transactions, for a variety of reasons, including national security and foreign policy.

All of Supplier/Partner activities must fully comply with the trade control laws and regulations of the United States, as well as similar laws that apply in the countries in which Cloud Software Group and Supplier/Partner does business.

Export administration regulations restrict the export from the United States and the re-export from overseas of products that employ encryption functionality, including Cloud Software Group products with that functionality. These products may require review or licensing by the U.S. Department of Commerce prior to any export or re-export. These regulations also restrict the release of certain technology to non-U.S. persons,



regardless of where release may take place.

Cloud Software Group products may also be subject to regulations that prohibit most transactions with certain designated countries, entities, and individuals.

You are responsible for understanding whether U.S. trade controls apply to your engagement with Cloud Software Group (including outside the United States).

DOJ Bulk Data Security Regulations

Supplier/Partner must comply with Executive Order 14117 issued by the U.S. Department of Justice (“Final Rule”).

By continuing to Access data provided under any of Agreements between Cloud Software Group and Supplier/Partner, Supplier/Partner represents and warrants that:

- Neither Supplier/Partner nor any of its’ affiliates (collectively, “Supplier/Partner Entity”):
 - is organized or chartered under the laws of a Country of Concern,
 - has its principal place of business in a Country of Concern, or
 - is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Countries of Concern or Covered Persons.
- No Supplier/Partner Entity, and no employee or contractor of Supplier/Partner Entity, that has Access to Covered Data made available by Cloud Software Group is located in a Country of Concern or otherwise qualifies as a Covered Person.
- No Supplier/Partner Entity, employee, or contractor has been determined by the U.S. Attorney General to be a Covered Person.
- No Supplier/Partner Entity will provide Access to Company’s Covered Data to a Country of Concern or Covered Person.
- Supplier/Partner will notify Cloud Software Group in writing within 48 hours of any change to the foregoing via the [EthicsPoint HelpLine](#), or by emailing legalcompliance@cloud.com or privacy@cloud.com.

Relevant Definitions

- “Access” means logical or physical access, including the ability to obtain, read, copy, decrypt, edit, divert, release, affect, alter the state of, or otherwise view or receive, in any form, including through information systems, information technology systems, cloud-computing platforms, networks, security systems, equipment, or software.
- “Country of Concern” means the People’s Republic of China, including the Special Administrative Regions of Hong Kong and Macau, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, and the Bolivarian Republic of Venezuela.
- “Covered Data” means any information subject to regulation under the Final Rule, including but not limited to bulk U.S. sensitive personal data and U.S. government-related data, as those terms are defined in the Final Rule, including but not limited to human ‘omic data, biometric identifiers, precise geolocation data, personal health data, personal financial data, and covered personal identifiers.
- “Covered Person” means any individual, entity, or organization defined under the Final Rule, including but not limited to entities that are located in a Country of Concern, organized or chartered under the laws of a Country of Concern, have a principal place of business in a Country of Concern, or are more than 50% owned by a Country of Concern or an individual who qualifies as a Covered Person.

If you are unable to comply with the foregoing at any time for any reason, then please notify Cloud Software Group via the [EthicsPoint HelpLine](#), or by emailing legalcompliance@cloud.com or privacy@cloud.com immediately.

Ask Questions and Raise Concerns



Cloud Software Group, Inc.
www.cloud.com

Ask questions and raise concerns

Suppliers/Partners have an obligation to ask questions, or report concerns about possible violations of this Code or other Cloud Software Group policies.

Use the Cloud Software Group online [EthicsPoint HelpLine](#) **

Cloud Software Group will promptly review all matters reported. In some cases, Cloud Software Group may report violations of law to regulators or law enforcement officials.

** Cloud Software Group's HelpLine services are administered by a third party to ensure that you can raise a matter in good faith in a confidential way and, if legally permitted in your country, remain anonymous. The HelpLine will guide you through how to remain anonymous and whether that is permitted.

Cloud Software Group will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behavior or a possible violation of this Code.

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