

## **Master Services Agreement**

1. **Scope.** This Master Services Agreement is an integral part of the contract between 1WorldSync, Inc. (“**1WorldSync**” or “**1WS**”) and the legal entity (“**Client**”) named in the Order Form to which this Master Services Agreement is attached. The contract between 1WorldSync and Client (“**Agreement**”) consists of this Master Services Agreement, Client’s signed Order Form describing the services Client has agreed to purchase and the pricing for such services (“**Order Form**”), the terms of any Product Descriptions referenced in Client’s Order Form, any documents incorporated into this Master Services Agreement or the Order Form by reference, any additional product specific terms and conditions and any agreed-upon amendments or supplements to any of the foregoing, including any statement of work or work order (“**SOW**”) attached to the Order Form.

### **2. Definitions**

“**Affiliate**” of a party shall mean any person or entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with a party. For purposes of the foregoing, “control” shall mean, with respect to: (a) a corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof or, for purposes of foreign corporations, if less than fifty percent (50%), the maximum amount allowed by applicable law; and (b) any other entity, fifty percent (50%) or more ownership interest in said entity, or with respect to other foreign entities, the power to direct the management of such entity.

“**Confidential Information**” means any and all information, data, know-how and other material that is provided by either Party to the other (including, without limitation, any content of another third party that is accessed by Client via the System) in written, oral or electronic form that is either marked as “confidential” or is of such a nature that the receiving Party should recognize it as confidential through the circumstances of the disclosure or the type of information involved. Confidential Information does not include any items that (i) are or become known to the public or within the applicable industry; (ii) become known to the receiving Party other than through a breach of confidence; (iii) are provided to the receiving Party by a third party under no obligation to keep the same confidential; or (iv) are independently developed by receiving Party without the benefit of any Confidential Information, as evidenced by written documentation. Notwithstanding the foregoing, because Client Content residing in the System is intended for publication it shall not be treated as Confidential Information hereunder, but instead shall be subject to the general data security undertakings of 1WS with respect to the System as set forth in the remainder of the Agreement.

“**Contacts**” means natural persons acting on behalf of Client with respect to performance of the Agreement and with whom 1WS interacts through different types of communications.

“**Client Content**” means all content provided to 1WS by or on behalf of Client.

“**Deliverables**” means any tangible items or materials to be provided to Client under a mutually-agreed upon SOW that are designed or prepared solely for Client or using Client’s Confidential Information but excluding any items that are generally reusable in 1WS’s business or provided as part of the Subscription Services.

“**Documentation**” means all descriptions of the System, Services, or other products of services of 1WS in the form of user manuals, specifications, databases, templates, product descriptions, or other written or electronic materials including, but not limited to, that information located at <http://www.1worldsync.com/product-descriptions>.

“**Professional Services**” means advisory, consulting or educational services that 1WS has agreed to provide Client, and any services involving 1WS’s preparation and provision of Deliverables to Client, all as specified in a mutually agreed-upon SOW.

“**Services**” means the Subscription Services, one-time services, and any Professional Services to be provided to Client by 1WS, as described in greater detail under the Agreement.

“**Subscription Services**” means services involving Client’s access to and use of the 1WS’s products or services, any configurations thereof, or any services or products referenced in the Order Form.

“**System**” means, collectively, the software, application interfaces, platforms, portals, and systems management processes which comprise the applications infrastructure involving Clients access to any Subscription Services or Services.

“**1WorldSync Technology**” means (i) the 1WorldSync System, (ii) all software, documentation, specifications, databases, templates and other materials, written or electronic, embodied in or used by 1WorldSync to provide the Services; (iii) all customizations, improvements and enhancements to the same; and (iv) all associated program concepts, methodologies, know-how and other intellectual property or proprietary rights.

“**User**” means an employee or contractor of Client or its Affiliates that Client has registered to access and use the Services.

### **3. 1WS’s Obligations**

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- a. **Services.** 1WS agrees to provide Client with the Services as specified in the Order Form(s) and, if applicable, any SOW entered into under the Agreement, in accordance with the Agreement and the applicable provisions of an SOW.
- b. **Third-Party Service Providers.** The 1WorldSync System is a hosted product information solution. Client understands that 1WorldSync may use one or more third-party service providers, including cloud-based storage providers, to host the 1WorldSync System, store Client Content, backup the 1WorldSync System, connect to the Internet, and/or provide other elements of the applicable 1WorldSync Services. Notwithstanding its use of third-party service providers, 1WS will remain responsible for fulfilling its obligations as stated in the Agreement.
- c. **Reserved Rights.** Client acknowledges that 1WS and its licensors are the exclusive owners of, and retain all rights, title and interest in, the 1WorldSync Technology. Except for the express license granted to Client under the Agreement, no rights are granted with respect to the Technology.
- d. **System Availability.** The System is intended to be available for use by Client on a seven-day per week, 24-hour per day basis, excluding downtime for outages not under 1WS's control, Force Majeure Events and system maintenance that is scheduled in advance, or for which reasonable advance notice has been provided to Client. 1WS shall endeavor to conduct maintenance at times that are intended to minimize the impact to its customers in aggregate.
- e. **Data Security.** 1WS employs and requires its subcontractors to employ physical, technical and administrative safeguards reasonably designed and implemented to protect against and detect unauthorized access to the System, or the disclosure, transmission, destruction, loss, alteration or theft of any content contained in the System. In the event 1WS discovers or is notified of a breach or likely breach of security of the System that might reasonably impact Client, 1WS will provide Client with prompt notice of the breach and its potential impact, and 1WS will use commercially reasonable efforts to promptly remedy the situation.
- f. **Data Backup.** 1WS periodically creates backup copies of content in the System and stores those copies at off-site locations or using cloud-based storage networks managed by companies that employ reasonable safeguards to protect the data. Any transfer and storage of personal data for backup purposes will be limited to the extent necessary for the provision of the Services under the Agreement and will be performed in accordance with applicable law.
- g. **Malicious Code.** 1WS will use commercially reasonable efforts, including the use of firewalls and antivirus software, to prevent the System or any Deliverables from introducing any viruses, worms, time bombs, Trojan horses or other similar malicious software code into Client's computer systems.

#### **4. Client Obligations**

- a. **Contact Information.** Client is responsible for keeping all billing, contact and other account information up to date. Client consents for its employees to receive billing and similar notices electronically, by email and as otherwise set forth in the Agreement. Client agrees to appoint one or more Contacts to initiate and receive 1WS billing, technical, administrative and other service-related communications under the Agreement, and Client shall ensure that all Contacts have agreed to receive such communications, and that 1WS may use the personal data of such Contacts for these purposes
- b. **System Access Control.** Client will keep its User IDs and passwords confidential and will be responsible for all actions taken under a User's account. Client will comply with all applicable laws, rules and regulations in connection with its use of the Services. Client will promptly notify 1WS via email at technicalsupport@1worldsync.com or via telephone at +1-866-280-4013 of any suspected violation of the Agreement by a User and will cooperate with 1WS to address the suspected violation. 1WS reserves the right to take any and all action, as it deems necessary or reasonable, to enforce the Agreement and any applicable usage limitations, and to ensure the security of the System, including, without limitation, monitoring Client's usage of the System, requiring Client to change its system passwords, requesting additional information to authorize system activity by Client, and, where Client's usage of or access to the System poses a security risk, temporarily suspending, restricting or terminating access to the system. 1WS shall use commercially reasonable efforts to notify Client prior to taking any such action, and to restore Client's access to the System promptly following resolution of the matter to 1WS's reasonable satisfaction.
- c. **System Usage.** Client agrees not to breach or facilitate the breach of any security measure implemented with respect to the System, or to use any third-party's customer ID, passwords or other information to access the System at any time. In addition, Client may not access the System to load test scripts in order to test the scalability of the Services, to perform penetration or similar tests on the System, or for any other benchmarking or competitive purposes, without 1WS's prior written consent. Client may not enter or store data in the System that contains HTML or scripting code or fragments, unless otherwise expressly permitted under the Agreement.

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d. **System License Limitations.** Client agrees not to reproduce, distribute, modify or create derivative works of any software or other components of the 1WorldSync Technology, except that Client may make a reasonable number of copies of the System user documentation for distribution to Users, provided that all such copies shall contain the same copyright and other proprietary notices that appear in the original documentation. Client agrees not to (i) reverse engineer or decompile any 1Worldsync Technology, (ii) access the System in order to build a competitive solution, or to assist a third party in building a competitive solution; (iii) access or use features of the System that are not part of the Services for which Client has contracted; (iv) exceed any usage limits Client has committed to and that 1WS has agreed to with respect to the Services; or (v) provide third parties with access to the System or any Technology unless authorized by 1WS in writing.

### **5. Content**

a. **Client Content.** Client is the exclusive owner of, and retains all rights, title and interest in all Client Content. During the term of this Agreement, Client hereby grants 1WS an irrevocable, non-exclusive, worldwide, fully paid up right and license to reproduce, display, store, sublicense, and use all Client Content for purposes of providing the Services, and to distribute such Client Content and to modify such Client Content as provided in accordance with this Agreement including, but not limited to, correcting errors therein and enhancing the value of such Client Content for Client. Client understands that if the Client Content has been distributed to third parties in accordance with this preceding license grant, those third parties may continue to reproduce, display, store, and use that Client Content after this license has terminated or expired. Notwithstanding the foregoing, should Client subscribe to Partner Access, client hereby grants 1WS a (a) perpetual, non-exclusive, worldwide, irrevocable, royalty-free license to use, modify, distribute, transmit, publicly display, publicly perform, reproduce, publish, sublicense, create derivative works from, transfer, or sell Client Content and any product information that you import into the Service or that is otherwise publicly available on Client's website or other official sources (including but not limited to any Content provided by an authorized user); and (b) a perpetual, non-exclusive, worldwide, royalty-free license to use, reproduce, distribute and publicly display Client's name, logo and trademarks ("Client Marks") (including but not limited to any Marks provided by an authorized user).

In furtherance of the foregoing, should Client subscribe to Partner Access, 1WS is permitted to distribute and authorize third parties to distribute Client Content and Client Marks and such third parties have the right to use, reproduce, distribute, create derivative works and publicly display the same when they receive the content from 1WS.

b. **Content Responsibility.** Client is solely responsible for all Client Content. Client shall ensure that all Client Content, meets the following requirements: (i) it is accurate, complete and reasonably current; (ii) it does not infringe upon or violate the trademark, copyright or other intellectual property rights, or any rights of publicity or privacy, of any third party; (iii) it is not defamatory, trade libelous, threatening, harassing or otherwise objectionable; (iv) it does not contain any viruses, worms, time bombs, Trojan horses or other malicious software code; (v) it does not contain or relate to any kind of personal data; and (vi) it is not being provided in violation of any applicable law, statute, ordinance or regulation. Should 1WS receive notice or otherwise reasonably believe that any Client Content does not meet any aspect of this section, 1WS will provide Client with notice thereof and a reasonable opportunity to cure such non-compliance. 1WS reserves the right to immediately cease receiving, storing or making such Client Content available to Client or others, without liability, until such non-compliance has been resolved to 1WS's reasonable satisfaction. Client acknowledges and agrees that it is responsible for selecting, creating, updating, separately backing up all Client Content, and for safeguarding the integrity and security of all Client Content maintained by Client and its Affiliates outside of the System.

### **6. Professional Services**

This section six (6) only applies if Client is purchasing Services from 1WS that involve Professional Services.

a. **General.** 1WS will provide the Professional Services specified in an applicable SOW. Client agrees to provide 1WS with timely feedback, assistance, and approvals in order for 1WS to meet any schedule for delivery specified in the SOW and 1WS's other obligations under the Agreement. All Professional Services will be provided on a time and materials basis, unless agreed otherwise between the Parties, and any fees are quoted only as good faith estimates based on currently available information. Changes to an SOW may result in fee or schedule adjustments and must be approved through a mutually agreed upon amendment to the applicable SOW.

b. **Acceptance.** The Services may include the provision of Deliverables under a SOW. Unless otherwise specified in the applicable SOW, Client will have 10 days after receipt of each Deliverable to review and either accept the Deliverable or reject it as not conforming to the applicable performance criteria specified in the applicable SOW. If 1WS does not receive a written notice of rejection prior to the end of this period, Client will be deemed to have accepted the Deliverable. 1WS will correct any material non-conformities identified in Client's written notice and

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provide a revised Deliverable as soon as practicable. The process of revision and 10 days for either acceptance or rejection of Deliverables will be repeated until the Deliverable is accepted or deemed accepted by Client, or it is agreed that further efforts to correct the Deliverable will be unavailing. In such event, Client's sole remedy and 1WS's sole responsibility will be to accept return of the Deliverable and refund any pre-paid fees associated therewith.

c. **Ownership of Deliverables; Client Materials.** All documents, materials, ideas, concepts, designs, and know-how provided or developed by 1WS in the course of performing the Services under a SOW shall be and remain the property of 1WS. Notwithstanding the foregoing, ownership of any Deliverables will transfer to Client upon full payment of the applicable fees except as otherwise specified in the SOW; provided, however, that (i) 1WS or its licensors shall remain the owner of any of Technology embodied or incorporated in the Deliverables; Client shall remain the sole owner or licensee, as the case may be, of any Client Content or Confidential Information provided to 1WS for preparation of any Deliverables, and 1WS shall use such items solely for purposes of providing the Deliverables under the Agreement or as otherwise authorized hereunder.

d. **License for Technology.** Subject to payment of the applicable fees for the Deliverables, 1WS hereby grants Client a non-exclusive, royalty-free license to use, copy, display and implement, solely for the internal business purposes of Client, the Deliverables and any modifications or derivative works of any Deliverables that Client may prepare. This license does not encompass third-party materials included in the Deliverables and for which 1WS has informed Client that a separate license or authorization from the third party is required. Except for the license rights granted by 1WS herein, no rights are granted with respect to any Technology embodied or incorporated in any Deliverables.

### **7. Financials**

a. **Fees.** Client agrees to pay 1WS the fees specified in the Order Form and any applicable SOW. Upon 1WS's request, Client agrees to confirm to 1WS that any information and documentation provided by Client for purposes of calculating the fees payable under the Agreement remains accurate, or to provide updated information and documentation to 1WS. Client represents and warrants that the annual sales volume it reports to 1WS are complete and accurately state the annual sales volume for the term of this Agreement ("**Reported Revenues**"). Client agrees to update the Reported Revenues prior to each renewal term, and in the event Client wishes to include any Affiliates per this Agreement, so that such Affiliates may receive Services under this Agreement, Client represents and warrants the Reported Revenues includes all such Affiliates. For the term of this Agreement and in consideration for 1WS's performance of the Services, Client agrees to pay 1WS the annual subscription fees based upon Client's Reported Revenues in accordance with 1WS's then current fee schedule.

b. **Expenses.** The fees quoted for any Professional Services exclude travel and related expenses incurred by 1WS in performing the work. Unless otherwise specified in the applicable SOW, 1WS will invoice Client for these travel and related expenses on a monthly basis, or upon completion of the work, whichever occurs sooner. 1WS will adhere to Client's reasonable travel and expense policy guidelines that are provided to 1WS in writing upon signing of the Agreement. Otherwise, travel and related expenses will be billed according to the 1WS Travel and Expense Policy, which will be provided to Client upon request.

c. **Taxes.** All fees are subject to sales, value-added and other similar taxes and duties, but excluding any taxes assessed on the net income of 1WS. Such taxes and duties shall be paid by Client, and Client shall promptly indemnify 1WS for any such amounts paid by 1WS, unless Client provides 1WS with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes and duties that 1WS is required by law to withhold and remit to a taxing authority shall be listed separately on 1WS's invoices.

d. **Fee Adjustments.** Client agrees to notify 1WS within 30 days following any change to its business or organization that results in a material increase in its number of products or revenue. All fees and other amounts payable under the Agreement shall be recalculated by 1WS on the basis of such change, and the new fees and other amounts will become effective and payable from the beginning of the next annual billing period, or as otherwise specified in the Order Form. If Client sells or divests any portion of its business, Client acknowledges that the purchaser or divested entity will be required to execute its own, separate contract with 1WS.

e. **Payments.** All fees payable under the Agreement are non-refundable and are due on or prior to the date(s) specified in the Order Form or applicable SOW, or if no date(s) are specified therein, within 30 days of Client's receipt of 1WS's invoice. Client understands that access to the System, or any Services, may be delayed or suspended unless and until the respective fees are paid. If Client is in default of payment, 1WS may, in addition to its other rights and remedies, charge interest at a rate of 1% per month or the maximum rate permitted by law from the due date until the overdue amount (plus applicable interest) is paid in full, whichever is greater. Any fees or other amounts remaining unpaid at the time of expiration or termination of the Agreement shall become immediately due and payable.

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f. **Disputed Amounts.** If Client believes that 1WS has billed an incorrect amount, Client must contact 1WS via e-mail at [businesssupport@1worldsync.com](mailto:businesssupport@1worldsync.com), or by telephone at 1-866-280-4013, within 30 days of receipt of the invoice, specifying the error. Client agrees to work with 1WS to promptly resolve all billing disputes. Client further agrees to pay all undisputed portions of 1WS's invoices as required by the Agreement, and to reimburse 1WS's reasonable attorneys' fees and costs for the collection of such amounts to the extent Client is liable under the Agreement. Client shall only be entitled to assert a right of set-off or retention to the extent that Client's counterclaim is uncontested, ready for decision or has been finally adjudicated. 1WS reserves the right to use attorneys or external collection agencies to collect amounts past due.

### **8. Confidentiality and Privacy**

a. **Confidential Information.** Each Party will treat all Confidential Information of the other with at least the same degree of care as such Party treats its own information of similar sensitivity, but never with less than reasonable care. Each Party will use Confidential Information of the other only for the purposes of the Agreement and will not disseminate or disclose such Confidential Information to any person, except to its and its Affiliates' employees and authorized representatives who need to know the Confidential Information to perform under the Agreement and who are bound by obligations of confidentiality and use at least as restrictive as those contained in the Agreement. Each Party will remain responsible for ensuring that such persons comply with these obligations. In the event either Party is legally required to disclose Confidential Information of the other, such Party will use commercially reasonable efforts to provide the other with advance notice of the requirement. This section will survive expiration or termination of the Agreement and shall remain in force for five (5) years thereafter.

b. **Personal Data.** Client acknowledges that 1WS is a data controller with respect to all personal data of any Contacts, agents, suppliers and other business partners of Client ("**Data Subjects**"), unless otherwise separately agreed in writing by the Parties. 1WS will handle and use all personal data of Data Subjects in accordance with applicable law and 1WS's Privacy Policy, which can be found at <http://www.1worldsync.com/web/us/privacy-policy>. If Client provides personal data of Data Subjects directly to 1WS, Client shall ensure that such Data Subjects have been informed that 1WS is a data controller with respect to such personal data, and that the personal data may be used by 1WS for the purposes set out in 1WS's Privacy Policy (e.g., for direct interaction with the Data Subjects by ways of emails, telephone calls and other appropriate methods of communication), or transferred by 1WS to another jurisdiction in accordance with applicable law. However, any Data Subject may object to 1WS's non-service related use of his or her personal data at any time by informing 1WS (via email or in writing) as set forth in 1WS's Privacy Policy.

### **9. Liabilities**

a. **Performance Warranty.** 1WS warrants that: (i) the System and the Subscription Services shall substantially conform to the Documentation; and (ii) any Professional Services and Deliverables shall substantially conform to the applicable descriptions of such items in the relevant SOW for the term of this Agreement. Client shall provide 1WS with prompt written notice of any claims for breach of this warranty to facilitate 1WS's timely confirmation and remediation of the problem. Client's sole remedy and 1WS's sole liability arising out of or in connection with a breach of warranty relating to performance is limited to as set forth in 9.c, 1WS remedying the breach in a prompt manner, or, if a remedy is not reasonably available to 1WS, terminating the applicable portion of the Agreement and Client's corresponding license rights under the Agreement, accepting return of any affected Deliverables, and providing Client a pro rata refund of any prepaid fees associated therewith. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

b. **Infringement Indemnification.** As Client's sole and exclusive remedy and subject to the disclaimers and limitations set forth in Section 9.e, 1WS agrees to defend Client and to indemnify and hold Client harmless from and against any damages, fines, penalties, costs and expenses, including necessary attorney's fees, to the extent any third-party claims or alleges that Client's use of the System or Deliverables, as authorized by this Agreement, violates or infringes the intellectual property rights of such third-party ("**Claims**"). Client agrees to (i) provide 1WS with prompt written notice and all reasonable cooperation, information, and assistance in connection with Claims; and (ii) afford 1WS sole control and authority with respect to the defense, settlement or compromise of Claims. 1WS's obligations shall not apply to Claims where the allegation is due to 1WS's compliance with designs, specifications or other binding instructions provided by Client.

c. **Mitigation.** 1WS, at its option, may do one of the following: (i) procure for Client the right to continue using the System or such Deliverables as authorized hereunder; (ii) replace or modify the infringing component(s) of such items without substantially compromising their functionality; or (iii) if neither of the foregoing options is available to 1WS on commercially reasonable terms, terminate the applicable portion of the Agreement and Client's

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corresponding license rights under the Agreement, accepting return of any affected Deliverables, and provide Client a pro rata refund of any prepaid fees associated therewith.

d. **Content Indemnification.** Client agrees to defend 1WS and to indemnify and hold 1WS harmless from and against any damages, fines, penalties, costs and expenses, including reasonable attorney's fees, payable by 1WS related to an allegation that Client Content, or 1WS's distribution or use thereof as authorized under the Agreement, violates any rights or restrictions of any third-party. 1WS agrees to (i) provide Client with prompt written notice and all reasonable cooperation, information, and assistance in connection with the matter; and (ii) afford Client sole control and authority with respect to the defense, settlement or compromise of the matter.

e. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR, AND THE MEASURE OF DAMAGES AGAINST EITHER PARTY SHALL NOT INCLUDE, ANY AMOUNTS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR THE LOSS OF PROFITS OR GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID FOR THE 1WS SERVICES OR THE DELIVERABLES GIVING RISE TO SUCH LIABILITY FOR THE MOST RECENT ANNUAL PERIOD UNDER THE AGREEMENT, REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INTERNET OR TELECOMMUNICATIONS FAILURE, COMPUTER VIRUS, UNAUTHORIZED ACCESS, OR THIRD-PARTY INTERFERENCE THAT MAY INTERRUPT OR DELAY ACCESS TO ANY SERVICE, INTERNET SITE, OR CAUSE OTHER PROBLEMS OR LOSSES. This limit on aggregate liability shall not apply to (i) mandatory statutory liability; (ii) liability for gross negligence or willful misconduct resulting in personal injury or damage to real or tangible property; (iii) liability for breaches of confidentiality, or for infringement or misappropriation of the other Party's intellectual property or other proprietary rights; or (iv) liability for failure to pay any fees and other amounts due under the Agreement.

f. **Remedies.** Each Party shall be obliged to take all reasonable steps to avert and reduce the measure of damages in relation to any claim under the Agreement. Unless otherwise stated, all remedies provided for in the Agreement shall be cumulative and in addition to, and not in lieu, of any other remedies available to either Party at law, in equity or otherwise.

### **10. Term and Termination**

a. **Term.** The Agreement shall commence on the earliest start date specified in an Order Form and shall continue for the term specified therein unless terminated earlier as authorized hereunder ("**Initial Term**"). If no term of service is specified in the Order Form, the Initial Term of the Agreement shall be one year.

b. **Renewal.** The Agreement shall automatically renew for subsequent one-year periods, unless terminated by either Party on written notice to the other at least 60 days prior to expiration of the Initial Term or the then-current renewal period, or the Order Form specifies otherwise. Except as may be agreed in writing otherwise, the fees payable for each renewal period shall be the greater of: (a) the then-applicable tier in 1WS's then-current fee schedule, or (b) the most recent annual Subscription Fees for the services in question plus 4%. 1WS will notify Client of any changes to the fees approximately 90 days prior to the renewal date.

c. **Termination.** Either Party may terminate the Agreement in the event that the other Party materially breaches the Agreement and fails to cure the breach within 30 days following written notice thereof by the terminating Party. This Agreement and all applicable SOWs shall automatically terminate in the event a Party's liabilities exceed its assets, a Party admits publicly its inability to pay debts, or a Party otherwise fails to pay its debts when due. In addition, either Party may terminate the Agreement as otherwise expressly authorized under its express provisions.

d. **Post-Term Obligations.** Upon expiration or termination of the Agreement, Client shall immediately cease use of the Technology and the Services, and Client acknowledges that 1WS may block Client's access to the same. In addition, upon expiration or termination of the Agreement each Party shall (i) immediately cease all use of the other Party's Confidential Information in its possession or control, and (ii) within 30 days of the other Party's written request, either return or destroy all such Confidential Information and acknowledge the same in writing to the requesting Party with the exception of routine backups of electronic media.

e. **Survival.** The provisions which by their nature or for relevance to their enforcement must survive expiration or termination of the Agreement shall survive any expiration or termination of the Agreement.

### **11. Miscellaneous**

a. **Compliance with Laws.** Each Party agrees not to use 1WS's products or services in furtherance of any anti-competitive or collusive activity, including, without limitation, the improper exchange of competitively sensitive

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information, price-fixing, market allocation, price signaling, market signaling, coordinated pricing or group boycotts, or other violations of applicable laws. 1WS does not provide legal advice and cannot ensure that Client's use of or reliance on the System or the Services will place Client in compliance with applicable legal or regulatory requirements.

b. **Trademark Usage.** Each Party agrees not to remove or otherwise alter any trademark, service mark, copyright or other proprietary notices on any complete or partial copies of documents or other materials provided by the other. Each Party also agrees that it shall not use any trademarks or service marks of the other in any press releases, advertising or marketing materials, without its prior written consent.

c. **Export Control.** This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the Parties from time to time. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Party under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with Applicable Law.

d. **Force Majeure.** With the exception of payment obligations, each Party shall be excused from performance under the Agreement to the extent such performance is not possible as a result of an event beyond such Party's reasonable control, provided such event was not reasonably foreseeable, and the Party prevented from performing promptly notifies the other and continues to use commercially reasonable efforts to recommence its performance to the extent possible.

e. **Legal Notices.** All legal notices required to be given under the Agreement shall be in writing and shall be delivered: (i) by hand; (ii) by nationally-recognized overnight carrier; (iii) by email with confirmation of receipt; or (iv) by registered or certified mail, return receipt requested, and in each case addressed to the recipient at the address appearing in the Order Form, or at such other address as the recipient may have provided by written notice hereunder.

f. **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, provided that no such consent will be required to assign this Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assignor under this Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially of the assigning Party's assets, provided that the assignee has agreed to be bound by all of the terms of this Agreement and all fees owed to the other Party are paid in full. If Client is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of (1WS Provider), then Client may terminate this Agreement upon thirty (30) days prior written notice. In the event Client wishes to assign this Agreement, Client's account with 1WorldSync must be in good standing, including payment of any outstanding invoices prior to the Agreement being assigned as described in this paragraph f.

g. **Entire Agreement.** No agreements are made in addition to those included in the Agreement, and any separate purchase order or other terms and conditions of either Party shall not apply. The Agreement supersedes any and all prior agreements, arrangements or understandings that may have existed between the Parties, except that the terms of any written non-disclosure agreement separately entered into by the Parties shall continue to govern and control any items disclosed under that agreement. In addition, Client agrees that it will not request, demand, or otherwise require 1WS to execute a future Code of Conduct in connection with this Agreement after this Agreement has been executed.

h. **Conflicts; Severability.** In the event of a conflict, the terms of an Order Form shall prevail over this Master Services Agreement, except that no indemnities shall bind 1WS or its Affiliates to the extent such are set forth in the Order Form or elsewhere, and the Liabilities section of this Master Services Agreement (Section 9) may not be modified in an Order Form or elsewhere in the Agreement. If any provision of the Agreement is held to be invalid, illegal or unenforceable for any reason, the remainder of the Agreement will continue in full force and effect.

i. **Amendments; Waivers.** The provisions of the Agreement may only be amended, and its performance may only be waived or discharged, in a writing signed by each Party. Any delay or omission to exercise any right or power under the Agreement shall not be construed to be a waiver, nor shall any waiver in the performance or breach of the Agreement be construed to be a waiver of any further performance or breach.

j. **Applicable Law; Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without reference to any provisions governing conflicts of law and under the exclusion of private international law and the United Nations Convention on Agreements for the International Sale of Goods (CISG). The federal and state courts situated in New Castle County, Delaware, U.S.A. shall have exclusive

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jurisdiction over all disputes pertaining to the Agreement, and each Party irrevocably submits to the jurisdiction of, and waives any objection to venue being laid in, such courts.

k. **Nature of Relationship.** Neither Party is an agent of the other for any purpose or has any authority to represent or bind the other as to any matters, except as expressly authorized under the Agreement. 1WS, in performing under the Agreement, is acting as an independent contractor, and 1WS has the sole right and obligation to supervise, manage, contract, subcontract, direct, procure, perform or cause to be performed, all of its obligations under the Agreement.

l. **Due Authority; Binding Obligation.** Each Party represents and warrants to the other that: (i) it has full power and authority to enter into the Agreement and to perform its obligations hereunder; and (ii) the Agreement represents its valid and legally binding obligation and is enforceable against it in accordance with the terms thereof.

m. **Injunctive Relief.** Actual or threatened breach of certain sections of the Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, data protection and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Each Party shall be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting any bond or other security.

n. **Global Trade and Anti-Corruption Compliance.** The parties acknowledge they are familiar with the US Foreign Corrupt Practices Act, the UK Bribery Act and anti-corruption legislation in other relevant jurisdictions. The parties agree that they will not, in connection with this Agreement: (a) make any payment to; (b) transfer anything of value to; (c) offer, promise or give a financial or other advantage or request to; or (d) agree to receive or accept a financial or other advantage from, in each case either directly or indirectly, (i) any government official or employee (including employees of a government corporation or public international organization); (ii) any political party or candidate for public office or (iii) any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage.

o. **Counterparts.** The Agreement, or any portion thereof, may be executed and delivered in one or more counterparts, whether by electronic signature, facsimile, pdf or signed original. Each such copy shall constitute an original as against the Party whose signature appears thereon, and all such copies together shall constitute one and the same instrument.

p. **Government Users.** 1WS provides the System and the Services, including related software, technology and Deliverables, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the solutions include only those rights customarily provided to the public as defined in the Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If Client is a government agency with a need for rights not granted under the Agreement, Client must negotiate with 1WS to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included as part of the Agreement.

q. **Electronic Signature(s).** Each person executing this Agreement certifies that (i) he/she has the authority to execute this Agreement on behalf of his/her respective company and (ii) no further corporate action, authorization or approval is required by any officer for him/her to legally bind his/her respective company to this Agreement. The parties agree that the use of an electronic signature (the "E-Signature") to this Agreement is the legal equivalent of a manual signature and constitutes an acceptance of the validity of this Agreement as if actually signed in writing and is a consent to be legally bound by the terms and conditions of this Agreement. Each party also agrees that no certification authority or other third-party verification is necessary to validate the E-Signature and that lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature.



## **ContentCast Additional Terms & Conditions for Manufacturers**

These ContentCast Additional Additional Terms and Conditions for Manufacturers are in addition to the general terms and conditions contained in the Master Services Agreement between Client and 1WorldSync and are made a part of the Master Services Agreement and all provisions of the Master Services Agreement are incorporated as though restated herein.

The ContentCast program (the "**ContentCast Program**") offers online manufacturers an opportunity to upload, customize and syndicate product information content onto retailer sites. If Client is accepted in the ContentCast Program, 1WorldSync ("**1WorldSync**", "**1WS**") will make its proprietary platform (the "**1WorldSync Platform**") available to Client ("**Client**") to access the ContentCast service (the "**Service**") under these ContentCast Terms and Conditions and the terms of any applicable order forms (together the "**Agreement**").

### **1. Service and Definitions.**

#### **1.1 Service.**

The Service gives Client access to the 1WorldSync Platform allowing Client to upload, enhance, and customize Client Content and select certain syndication channels within the 1WorldSync Network as further described in the Order Form when applicable. Client agrees to provide true, accurate, current, and complete information about Client as requested during the registration process, and to update Client information. Client may not reveal Client subscription password to anyone else and Client may not use anyone else's password. Client is responsible for maintaining the confidentiality of Client account and password at all times. Client shall notify 1WorldSync immediately in case of unauthorized access to Client's account.

#### **1.2 Definitions.**

**"1WorldSync Inline Template Page"** means the standard 1WorldSync proprietary generic template used to customize and syndicate Client Content via the 1WorldSync Platform.

**"1WorldSync Network"** means the value added resellers or retailers, distributors, e-tailers, shopping comparison sites, portal operators and partners of 1WorldSync who may receive or display Client Content via various 1WorldSync services.

**"Manufacturer Content"** or **"Client Content"** means the content provided by Client to 1WorldSync pursuant to this Agreement or otherwise collected independently by 1WorldSync and may include without limitation: (i) information used to describe and promote Client products including part numbers, descriptions, specifications, HTML, graphics, ads, flash banners, public price catalogs, images, key selling points, user manuals, marketing materials, product tours, videos, creative assets, and logos, trademarks, trade names, service marks, service names, and distinct brand elements (the "**Manufacturer Marks**" or "**Client Marks**").

**"Order Form"**: From time to time, the Parties may negotiate an order form to define certain ContentCast Program features selected within the Service. Each Order Form must be in writing and signed by an authorized officer of 1WorldSync in order to be effective and shall be governed by the Agreement.

Other capitalized terms used in this Agreement are defined upon their first occurrence, indicated in bold and underlined.

### **2. Grant of Rights.**

2.1 1WorldSync hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license during the term of this Agreement to access and use the 1WorldSync Platform and the Service. All rights not expressly granted in these Terms and Conditions are reserved by 1WorldSync.

2.2 Client hereby grants to 1WorldSync: (i) an irrevocable, non-exclusive, worldwide, royalty-free and perpetual license to use, reproduce, distribute, create derivative works of, and publicly display Client Content within the 1WorldSync Network; and (ii) a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute and publicly display Client name, logo and trademarks ("Client Marks") for the purpose of providing the Service under this Agreement.

In furtherance of the foregoing, 1WorldSync is permitted to distribute and authorize third parties to distribute Client Content and Client Marks and such third parties have the right to use, reproduce, distribute, create derivative works and publicly display the same when they receive the content from 1WorldSync. For avoidance of doubt, nothing in this Agreement shall restrict 1WorldSync to use, reproduce, distribute, create derivative works of, and publicly display the Manufacturer information obtained by 1WorldSync from publicly available sources.

### **3. Use Restrictions.**

Use of the 1WorldSync Platform is strictly limited to Client use of the Service in accordance with the terms of the Agreement. Client will not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the 1WorldSync Platform in any way. Client will not modify or make derivative works or attempt to reverse engineer the Service or the 1WorldSync Platform.

### **4. Ownership of Intellectual Property.**

Client acknowledge and agree that as between Client and 1WorldSync: (a) Client owns all right, title and interest in and to Client Content; and (b) 1WorldSync owns all right, title and interest in and to the ContentCast Service, the 1WorldSync Platform, and any 1WorldSync material within the 1WorldSync Platform and Service as well as any 1WorldSync trademarks, service marks, logos and other distinctive brand features, data or content used within the Service or the 1WorldSync Platform. Nothing in this Agreement shall confer in Client any right of ownership in the foregoing.

### **5. Data.**

1WS retains ownership of all data and information collected or obtained by 1WS from users through the Service or through interaction with Client Content displayed on the retailer sites.

### **6. Representations and Warranties.**

Client represents and warrants that: (a) Client has the power and authority to enter into and perform the obligations under this Agreement; (b) Client is in full compliance and will continue to comply with this Agreement and all applicable laws and regulations; (c) Client will not use the Service or the 1WorldSync Platform for any purpose other than as expressly authorized under this Agreement; (d) Client has all necessary rights, consents, waivers, licenses and clearances to grant the rights set forth in this Agreement; (e) Client Content does not contain any content, data, information, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, or third party rights including without limitation rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, licenses, and other contractual or property interests.

### **7. DISCLAIMERS.**

1WS PROVIDES THE CONTENTCAST PLATFORM AND THE SERVICE "AS IS", "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY WHATSOEVER. 1WS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. 1WS DO NOT WARRANT THAT ANY PART OF THE SERVICE OR THE CONTENTCAST PLATFORM WILL MEET CLIENT'S NEEDS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND CLIENT ASSUMES THE ENTIRE RISK OF USING SUCH SERVICE.

### **8. Miscellaneous.**

Client acknowledge that due to the news gathering and reporting and editorial review nature of certain areas of 1WorldSync or its affiliates' businesses, 1WorldSync editorial teams may review Client products or any materials Client submit to our sites or through the 1WorldSync Platform and that such reviews will not be influenced by Client participation into the ContentCast Program.

## ContentCast Additional Terms & Conditions for Retailers

These ContentCast Additional Additional Terms and Conditions for Retailers are in addition to the general terms and conditions contained in the Master Services Agreement between Client and 1WorldSync and are made a part of the Master Services Agreement and all provisions of the Master Services Agreement are incorporated as though restated herein.

The ContentCast program (the “**ContentCast Program**”) offers online retailers an opportunity to access product information content for display on their sites. If Client is accepted by the ContentCast Program, 1WorldSync (“**1WorldSync**”, “**1WS**”) will make its proprietary platform (the “**1WorldSync Platform**”) and/or a line of code (the “**Code**”) available to Client at 1WorldSync’s discretion to access the ContentCast service (the “**Service**”) under these ContentCast Terms and Conditions (the “**Agreement**”). We may, in our sole discretion modify the terms of this Agreement, at any time, effective upon the date We post revised terms on Our sites.

### **1. Service and Selected Content.**

The Service gives Client access to the 1WorldSync Platform and/or Code allowing Client to display Selected Content through various syndication means at 1WorldSync’s discretion on Client’s wholly owned and operated website (“**Client Site**”). Client agrees to provide true, accurate, current, and complete information about yourself as requested during the registration process, and to update Client information. Client may not reveal Client subscription password to anyone else and Client may not use anyone else’s password. Client is responsible for maintaining the confidentiality of Client account and password at all times. Client shall notify 1WorldSync immediately in case of an unauthorized access to Client account.

Client is responsible to provide 1WorldSync with any content (including but not limited to product catalog, product data, pricing information) as requested by 1WorldSync to provide the Service to Client.

“**Selected Content**” may include without limitation at 1WorldSync’s discretion: (i) information used to describe and promote manufacturers (“**Manufacturer(s)**”) products including part numbers, descriptions, specifications, HTML, graphics, ads, flash banners, public price catalogs, images, key selling points, user manuals, marketing materials, product tours, videos, creative assets, and logos, trademarks, trade names, service marks, service names, and distinct brand elements (the “**Manufacturer Marks**”) (collectively, the “**Manufacturer Content**”); (ii) editorial product reviews and other material provided by 1WorldSync (collectively the “**1WorldSync Material**”); (iii) product reviews or other materials generated by third parties (collectively, the “**Third Party Material**”).

### **3. Grant of Rights.**

3.1 Subject to any third party licenses (including Manufacturer licenses); 1WorldSync hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license during the term of this Agreement to: (i) access and use the Service and the 1WorldSync Platform (when applicable); and (ii) use, reproduce, and publicly display the Selected Content on Client Site. All rights not expressly granted in these Terms and Conditions are reserved by 1WorldSync.

3.2 Client hereby grant to 1WorldSync: (i) an irrevocable, non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, create derivative works of, and publicly display any content and other information provided to or collected by 1WorldSync in relation with the Service; and (ii) a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute and publicly display Client name, logo and trademarks within the 1WorldSync services.

### **3. Use Restrictions.**

The Selected Content is strictly limited to Client use of the Service and display of the Selected Content on Client Site in accordance with the terms of the Agreement. Client will not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service, the Code, the 1WorldSync Platform or the Selected Content in any way. Client will not modify or make derivative works or attempt to reverse engineer the

1WorldSync Service, the Code, the Selected Content or the 1WorldSync Platform. Client agrees to use the Selected Content at your own risk and subject to any applicable product manufacturers of third parties requirements or licenses.

#### **4. Ownership of Intellectual Property.**

Client acknowledge and agree that: (a) the Manufacturers own all right, title and interest in and to their respective Manufacturer Content; (b) 1WorldSync owns all right, title and interest in and to the Service, the Code, the 1WorldSync Platform, the 1WorldSync Material and 1WorldSync trademarks, service marks, logos and other distinctive brand features, data or content used within the Service, the 1WorldSync Platform or the Selected Content and (c) the Third Party Material is owned by independent third parties. Nothing in these Terms and Conditions shall confer in Client any right of ownership in the foregoing including but not limited to the Selected Content or the service.

#### **5. Data and Policies.**

1WorldSync is committed to maintaining compliance with the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising. In support of those principles, Clients are required to maintain a privacy policy which: (i) complies with all applicable laws and regulations; (ii) discloses that Client collects and shares user information with third parties for use in online advertising; (iii) discloses the type of information collected and shared by Client; (iv) notifies users that Client may allow third parties such as 1WorldSync to monitor Client Site for the purpose of reporting website traffic, statistics, advertisements, "click-throughs" and/or other activities, and such third parties may use cookies, Web beacons, and other technologies to compile and use anonymous statistics about your users; (v) obtains all rights and permissions necessary, if any, for 1WorldSync, and its affiliates to collect and use such data.

By using the Service, you agree that 1WorldSync may use cookies, web beacons or other technologies to collect data related to an end user's behavior on Client's Site. Client grants 1WS a non-exclusive, perpetual, worldwide, and irrevocable right and license to collect, use, create derivative works from, and disclose data derived from the Service and to allow our third-party data partners to do the same. Client shall comply with the Privacy Policy available at (or its successor website): <https://www.1worldsync.com/privacy-policy/> and the Terms of Use available at (or its successor website): <https://www.1worldsync.com/terms-of-use/>

We retain ownership of all data and information collected or obtained by 1WS from users through the Service or through interaction with the Selected Content displayed on Client Site while you own all data Client collects directly from the users of Client Site.

#### **6. Representations and Warranties.**

Client represents and warrants that: (a) Client has the power and authority to enter into and perform the obligations under this Agreement; (b) Client is in full compliance and will continue to comply with this Agreement and all applicable laws and regulations; (c) Client will not use the Service for any purpose other than as expressly authorized under this Agreement; (d) Client has the right to provide any content, data or other material Client provides to 1WorldSync in relation with the Service and such content, data or other material do not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, or third party rights including without limitation rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, licenses, and other contractual or property interests; (e) With regards to the Manufacturer Content: (i) Client will obtain and comply with all applicable Manufacturers consents, requirements and guidelines for use of the Manufacturer Content and Manufacturer Marks on Client Site; (ii) Client will not use the Manufacturer Marks to diminish or otherwise damage the Manufacturer's goodwill and the Manufacturers Marks; (f) Client Site will meet or exceed the standard of quality and performance generally accepted in the industry and will comply with all applicable laws, rules and regulations at all times.

#### **7. DISCLAIMERS.**

WE PROVIDE THE SERVICE "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER. THE 1WORLDSYNC PLATFORM, THE CODE AND THE SELECTED CONTENT INCLUDING WITHOUT LIMITATION THE

MANUFACTURER CONTENT AND ANY OTHER MATERIAL CLIENT MAY ACCESS WHILE USING THE SERVICE ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER. 1WORLD SYNC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. 1WORLD SYNC DOES NOT WARRANT THAT ANY PART OF THE SERVICE, THE CODE, THE 1WORLD SYNC PLATFORM OR THE SELECTED CONTENT WILL MEET CLIENT'S NEEDS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND CLIENT ASSUMES THE ENTIRE RISK OF USING SUCH SERVICE.

## **8. Contact and Communications.**

1WorldSync may contact Client via email, phone or postal mail to validate Client account, provide Client with information about the Service, Client account or to provide Client with information about special offers available only to Service subscribers. Moreover in order to facilitate Client use of the Selected Content during the term of this Agreement, 1WorldSync reserves the right to provide Client contact information to the applicable Manufacturer(s). 1WorldSync shall be permitted to make reference to Client name, logo and short description of Client activity on its website and other promotional material.

## **9. Miscellaneous.**

Client acknowledge that due to the news gathering and reporting and editorial review nature of certain areas of 1WorldSync or its affiliates' businesses, 1WorldSync editorial teams may review your products or any materials Client submit to our sites and that such reviews will not be influenced by Client participation into the ContentCast Program.

All of the terms and conditions (other than the existence hereof) of this Agreement shall be kept confidential by the parties hereto and shall not be disclosed by either party to any third party throughout the term hereof and for three (3) years thereafter, except (i) as may be required by law or court order, and (ii) to a party's accountant, auditors and legal counsel who shall be bound to the confidentiality obligations of this provision. Client may not issue a press release, announcement or any other publicity relating to this Agreement or the business relationship established by this Agreement without the prior written approval of 1WorldSync.

## **SUBLICENSING EXHIBIT.**

Notwithstanding anything to the contrary in the ContentCast Agreement, the following terms and conditions shall apply and prevail over the Terms and Conditions in case of conflict with such Terms and Conditions solely and only when Client have been expressly allowed by 1WorldSync to sublicense the Services in whole or in part solely at 1WorldSync's discretion.

Client may incorporate the Code into for use in Client Site (the "**Client Solution**"), which serves as an electronic business platform for the resellers or retailers (the "**Resellers or Retailers**", "They" or "Their"). Client Solution is hosted by Client. The Resellers or Retailers are allowed to display the mutually agreed Selected Content on their Sites. 1WorldSync may rescind the authorization at any time. Except through Client Solution, the Resellers or Retailers shall not have direct access to the Selected Content or be able to download any such Selected Content. Client will solely be responsible for any and all use of the Service and the Selected Content by the Resellers or Retailers and agrees to defend, indemnify and hold harmless 1WorldSync and its officers, directors, employees and agents from and against any damages, liabilities, settlement, costs or expense (including reasonable legal expenses and expenses of other professionals), as incurred, resulting from, or arising out of any claim arising out of any type of use of the Services, the Code and/or the Selected Content by the Resellers or Retailers.

Client will ensure that a Client Reseller or Retailer that has access to the Service and or the Selected Content through this Sublicensing authorization exhibit will be bound by terms substantially similar to the Agreement (including but not limited to the "Data and Policies" section).

## **DataSource Subscription Services Additional Terms and Conditions**

These DataSource Subscription Services Additional Terms and Conditions are in addition to the general terms and conditions contained in the Master Services Agreement between Client and 1WorldSync and are made a part of the Master Services Agreement and all provisions of the Master Services Agreement are incorporated as though restated herein.

### **1. DataSource Subscription Services**

1WS has developed a proprietary product data model (the "DataSource PDM") according to which it captures, aggregates, normalizes, and distributes up-to-date and ready to use technical and commercial product information data (the "DataSource Content"). Client desires to engage 1WS to classify data about certain products and to obtain a license to use and publish the DataSource Content for the Permitted Uses as set forth in the Product Description, available at: <https://1worldsync.com/product-descriptions/datasource/Sync>.

### **2. DataSource Subscription Services License and Limitations**

**2.1 License.** Subject to the terms and conditions of this Agreement, 1WS hereby grants to Client and Client hereby accepts under the terms of this Agreement, a limited, non-transferable, and non-exclusive license for the term of this Agreement, to use and publish the DataSource Content for the - Permitted Usages. Client represents that it will control the systems on which the DataSource Content will be stored. In addition, 1WS hereby grants to Client a limited license to use the DataSource ContentConnector during the term of the Agreement for the limited purpose of implementing the DataSource Content.

**2.2 DataSource Subscription Services Restrictions.** Any use, publication, or transmission of the DataSource Content or the DataSource ContentConnector other than as provided in Section 2.1 is not permitted and any such use, publication or transmission constitutes a material breach of this Agreement. Without limiting the foregoing, Client may not reformat, resell, lease or transmit in any manner; whether electronic or otherwise, by or on behalf of Client all or part of the DataSource Content or the information contained therein to any third party in any manner other than as is specifically authorized herein. Client agrees not to reverse assemble, reverse compile, reverse engineer or otherwise discover the technology of the DataSource PDM, the DataSource Content or the DataSource ContentConnector. Client acknowledges that (a) 1WS generates and collects the DataSource Content at considerable cost; (b) the value of the DataSource Content is time-sensitive; (c) use of the DataSource Content other than as provided in this Agreement substantially threatens the viability of 1WS's business.

**2.3 Ownership.** Client expressly acknowledges and agrees that 1WS owns all right, title, and interest in and to the DataSource PDM, the DataSource ContentConnector, the DataSource Content (except as indicated in Section 2.4), and all other data and information contained therein (the "1WS Proprietary Information"), all of which shall remain the sole property of 1WS. Client acknowledges that 1WS has not, by this Agreement or otherwise, prior to the date of this Agreement, transferred any property rights in or to the 1WS Proprietary Information. Client covenants and agrees not to take any action that would adversely affect in any manner 1WS's exclusive ownership of this property. If Client has any reason to believe that any party whatsoever is or intends to violate 1WS's intellectual property rights, it shall give prompt notice of such fact to 1WS and agrees to assist 1WS, at 1WS's expense, as may be reasonably required to protect 1WS's rights.

**2.4 Scope of License.** The license granted by 1WS to Client does not include nor cover the Information Components, Product Image, and Marketing Description to which manufacturers' or third parties' copyrights and trademarks could be attached. Client uses, publishes, and sub-licenses such components at its own risk.

**2.5 Compliance.** Client shall take all necessary steps to ensure that its management, employees, agents, affiliates, consultants, subcontractors and all other persons within its organization who have access to the DataSource Content,



1WS's materials or the 1WS Proprietary Information under the terms of this Agreement will be informed of and will comply fully with the provisions of this Agreement. 1WS reserves its right to review and audit Client's use of the DataSource Content at any time. Upon 1WS' s request, Client shall cooperate with 1WS to provide all relevant information regarding Client's use of the DataSource Content, including without limitation providing all necessary user name(s) and password(s) and other security credential to access the site(s) or the system(s) where the DataSource Content appears.

**2.6 Disposal of Materials.** On termination of this Agreement for any reason, Client shall immediately cease to use and/or publish the DataSource Content and the DataSourceContentConnector unless it has purchased a Static License from 1WS for continued use. In addition, each party agrees it shall take all steps necessary to destroy or return promptly to the other party all documents, materials, and Confidential Information which may have been provided during the term of this Agreement and which remains in its possession.

## **Data Sync Direct Subscription Services Additional Terms and Conditions**

These Data Sync Direct Subscription Services Additional Terms and Conditions are in addition to the general terms and conditions contained in the Master Services Agreement between Client and 1WorldSync and are made a part of the Master Services Agreement and all provisions of the Master Services Agreement are incorporated as though restated herein.

### **1. SERVICES**

- 1.1. **1WorldSync DSD Services.** Subject to the terms and conditions of this Agreement, Client shall have a non-exclusive, worldwide, limited right to use the Data Sync Direct (“**DSD**”) services described in the Product Description available at <https://1worldsync.com/product-descriptions> (the “**Product Description**”), as the same may be updated by 1WorldSync from time to time in accordance with the terms of this Agreement (collectively, the “**DSD Services**”), together with its associated software used by 1WorldSync to provide the DSD Services (the “**Software**”) and all manuals, listings, diagrams and other hard-copy or soft-copy and graphic materials that describe the use, operation, maintenance, or design of Software (the “**Documentation**”), during the term of this Agreement.
- 1.2. **Maintenance and Support.** 1WorldSync will provide maintenance and support services to Client with respect to the DSD Services according to the Service Level Statement attached as Attachment 1 to this Agreement (the “**SLS**”), which SLS may be updated by 1WorldSync with notice to Client from time to time to improve or expand availability and support for the DSD Services.
- 1.3. **Updates to the DSD Services.** If updates are included as part of Client's subscription then such updates shall be done to ensure compliance with all GDSN updates. 1WorldSync will provide upgrades and updates to the DSD Services as described in this Agreement. Some of these changes will occur automatically, while others may require Client to work with 1WorldSync's Professional Services team to implement the changes to meet requirements. The changes may require that Client maintain particular browser versions and desktop software, in order to make efficient use of the DSD Services. 1WorldSync will provide Client with reasonable advance notification of such upgrades.
- 1.4. **Software.** Client may only access and use the Software at the level which the Client has committed to use and which 1WorldSync has permitted the Client to use. Client may not access and use any other software hosted on the 1WorldSync platforms. Some software modules may be visible to the Client through the DSD Services, but Client may only access and use them if they are part of the DSD Services for which Client has contracted. The Software that is available through the DSD Services may be the same as, or different from, software licensed by 1WorldSync to clients outside of DSD Services, even if such software bears the same name; as such, 1WorldSync does not guarantee that any specific features or functions that are generally commercially available will be part of the DSD Services.
- 1.5. **Location and Infrastructure.** The Software is located on infrastructure controlled by 1WorldSync and managed by 1WorldSync's third-party cloud service provider. Client may access the Software, but has no right to receive a copy of the object code or source code to the Software. 1WorldSync reserves the right to change its infrastructure from time to time and may share infrastructure with multiple clients of DSD Services.
- 1.6. **Connection to the DSD Services.** Unless otherwise agreed by the parties, Client shall be responsible, at its own expense, for procuring and maintaining the computer hardware, systems software and other software, data feeds, telecommunications, networks, peripherals and other items and services other than the DSD Services provided by 1WorldSync hereunder (“**Third-Party Products**”) necessary to access the DSD Services. Client shall be solely responsible for all aspects of Internet use and connectivity.

1.7. **Conditions of Use.** The DSD Services provided to Client are non-exclusive, non-transferable, and are for Client's internal business use only. 1WorldSync expressly reserves all rights not expressly granted to Client herein. Client's right to access and use the DSD Services is conditional upon Client not:

- a. transferring to any other person or entity any of Client's rights to use the DSD Services;
- b. selling, renting or leasing the DSD Services to third parties, or to offer service bureau, time sharing, application service provider (ASP), cloud computing or other similar computer services to third parties;
- c. creating any derivative works based upon the DSD Services;
- d. making the DSD Services available, or transmitting or sharing identification or password codes to anyone who is not an employee of Client, or a person who is providing staff augmentation services to Client, who is authorized to access the DSD Services as a named user (an "**Authorized User**");
- e. permitting the identification or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Users, or permitting access to the DSD Services or Software through a single identification or password code being made available to multiple users on a network;
- f. changing any code, copy any feature, design or graphic in, or reverse engineering the Software;
- g. accessing the DSD Services in order to build a competitive solution, or to assist someone else to build a competitive solution, or sharing or disclosing the DSD Services to anyone not authorized, such as a competitor of 1WorldSync;
- h. loading test scripts the DSD Services in order to test their scalability, or accessing the DSD Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes;
- i. exceeding the usage limits the Client has committed to and which 1WorldSync agrees to supply for the DSD Services, except as provided in this Agreement; and/or
- j. accessing or using features that are not part of the Software to which Client has been granted rights hereunder.

1.8. **Additional Restrictions.** Client shall not use the DSD Services:

- a. to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
- b. to store or transmit material in violation of third-party privacy rights;
- c. to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
- d. to attempt to gain unauthorized access to the DSD Services or its related systems or networks;
- e. for any illegal activity or to promote illegal activities; and/or
- f. in violation of relevant export, encryption or data privacy laws and regulations in any territory in which the DSD Services are accessed.

- 1.9. **Rights of Affiliates.** Client's Affiliates may utilize the DSD Services only if (i) they are expressly identified to 1WS prior to the effective date as having rights to use such services, or (ii) the applicable 1WorldSync fees are based on Client's revenues and the revenues of such Affiliates' were included in determining such fees. Additional Affiliates of Client may be authorized to utilize such products and services upon Client's request and payment of any applicable fees to 1WorldSync. Client shall be responsible for ensuring compliance by its Affiliates with the terms and conditions of the Agreement applicable to usage of the DSD Services, and Client shall be responsible in case of any breach of such terms and conditions by its Affiliates. As used in this Agreement, "**Affiliate**" means an entity that controls, is controlled by, or is under common control with a Party, with "control" (including the terms "controlling", "controlled by" and "under common control with") meaning possession of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise, but only for so long as such control continues to exist.

## 2. CLIENT DATA, ACCESS AND SECURITY

- 2.1. **Client Data.** Client may use the DSD Services to store and transmit its business data or other content that Client uploads to 1WorldSync's system as part of the DSD Services ("Client Data"). The Client Data belongs to Client and 1WorldSync makes no claim to any right of ownership in it.
- 2.2. **Responsibility for Client Data.** Except with regard to the format of the Client Data, Client is solely responsible for all Client Data, including:
- a. the accuracy, quality, integrity, legality and correctness of all Client Data;
  - b. the selection, creation, design, read, update, delete and maintenance of all Client Data;
  - c. all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for all Client Data;
  - d. the selection and design of Client's business controls and the implementation of those controls within Client's organization on the access and use, backup and recovery and the security of all Client Data; and
  - e. except for 1WorldSync's obligations under this Agreement, providing adequate security, protection, disaster recovery and backup of all Client Data, including any procedures necessary to safeguard the integrity and security of all Client Data from access by unauthorized personnel.
- 2.3. **Confidentiality of Client Data.** 1WorldSync shall not disclose Client Data except as necessary to provide the DSD Services to Client, or to comply with this Agreement. Specifically, 1WorldSync:
- a. may observe and report to Client on Client's usage of the DSD Services and make recommendations for improved usage of the DSD Services;
  - b. may identify trends and publish reports on its findings provided the reports include data aggregated from more than one client site and do not identify Client; and/or
  - c. 1WorldSync may disclose Client Data to comply with the request of a government or regulatory body, subpoenas or court orders, provided, however, that 1WorldSync shall provide prior written notice

to Client prior to any disclosure and, to the extent permitted by applicable law, shall cooperate with Client in complying with such request, subpoena or court order.

### 3. TERM AND TERMINATION

- 3.1. **Effect of Termination.** Upon expiration or termination of this Agreement, Client shall immediately cease use of the DSD Services and the Software, and Client acknowledges that 1WorldSync may block Client's access to the same. In addition, upon expiration or termination of the Agreement each Party shall (i) immediately cease all use of the other Party's Confidential Information in its possession or control, and (ii) within 30 days of the other Party's written request, either return or destroy all such Confidential Information and acknowledge the same in writing to the requesting Party. The Client has immediately terminated the right to receive product upgrades, transfers and support assistance.

### 4. OWNERSHIP, USAGE AND CONFIDENTIALITY

- 4.1. **Ownership.** 1WorldSync is the owner or licensee of all intellectual property rights (including, without limitation all copyrights, trade secrets, and trademarks) in and to the DSD Services, the Software, the Documentation, all modifications, improvements and derivative works thereof. Client does not acquire any right, title or interest in or to the DSD Services, Software or Documentation, except in accordance with this Agreement. 1WorldSync has, and retains the right to, modify or remove any feature or functionality of the DSD Services, Software and Documentation at any time, including correcting any intellectual property or legal issues, provided, however, that if such modification or removal materially alters the DSD Services, Client shall have the option to terminate this Agreement without penalty. 1WorldSync (or its licensors) shall hold all title, ownership rights, and intellectual property rights to any modifications, updates, copies, translations, improvements, adaptations or incorporations of the DSD Services, Software and Documentation, no matter by whom made or paid for. Client hereby grants to 1WorldSync a royalty-free, worldwide, irrevocable, perpetual license to commercialize, use and incorporate into the DSD Services, Software and Documentation any suggestions, enhancement requests, recommendations or other feedback provided to 1WorldSync by Client regarding the Licensed Software.
- 4.2. **Usage Monitoring.** Client agrees to permit 1WorldSync to monitor Client's and each Authorized User's use of the DSD Services in such reasonable manner as 1WorldSync may consider appropriate to document that such use of the DSD Services conforms to the requirements and limitations set forth in this Agreement, including the location of individual Authorized Users.

### 5. DSD SERVICES WARRANTIES

- 5.1. **Service Warranty.** 1WorldSync warrants that: (i) the DSD Services will function substantially as described in the Product Description; and (ii) 1WorldSync owns or otherwise has the right to provide the DSD Services to Client under this Agreement. If the DSD Services do not function substantially in accordance with the Product Description, 1WorldSync shall, at its option, either (x) modify the DSD Services to conform to the Product Description; or (y) provide a workaround solution that will reasonably meet Client's requirements. However, 1WorldSync has no warranty obligations:
- a. to the extent that Software has been modified by Client or any third party, unless the modification has been approved in writing by 1WorldSync; or
  - b. for problems in the DSD Services caused by any Third-Party Products, by accidental damage, or by other matters beyond 1WorldSync's reasonable control.

5.2. **Exclusion.** THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the limited warranty provided herein, the DSD Services, Software and Documentation are provided “as is” to Client.

## **Attachment 1 Service Level Statement**

### **OVERVIEW**

The 1WorldSync Data Sync Direct (“DSD Services”) Service Level Statement (“SLS”) is defined to clarify what services are available and how you can expect to be supported. We pride ourselves on the quality of support provided in a timely fashion as described within this SLS.

Our technical support team consists of highly skilled and qualified 1WorldSync personnel with an average tenure of 10+ years and, as such, provides a depth of support rarely seen within the software industry today.

Our support services are extensive and include:

### **NEW RELEASE & MINOR RELEASE**

New release software is provided as major, minor and point releases. Major releases encompass new functionality as driven by:

- Compliance (GDSN, Industry & Regulatory)
- Customer Enhancement Requests
- Customer Feedback
- Industry & Technology Trends

Minor releases consist of consolidated point releases and point releases may consist of database & OS compliance and defect resolution.

### **TECHNICAL INTERACTION**

Our remote support capabilities allow us to provide “hands-on” support to your systems directly with you watching, guiding us to the issue and learning from what we do.

Our Professional Services can be engaged separately on a contract basis to extend our support services to cover custom extensions, integrations, or applying upgrades to the DSD Services. Additionally, best practices regarding the optimized use of your specific DSD Service implementation can be delivered through paid assessment engagements.

**SLS SUMMARY**

<b>Hours of Coverage</b>	Severity A  All Other Issues	24 x 7 Support <i>(not including holidays)</i>  8:30am to 5:00pm Central time
<b>Support Channel</b>	web/email/phone	
<b>Severity Level</b>	<b>Definition</b>	<b>Initial Response Time</b>
<b>A – Production Down/ Business Critical</b>	A production problem that severely impacts your use of the software (such as loss of production data or functionality). The situation halts your business-critical processes and no procedural workaround exists.	1 hour
<b>B – Development Down/ High Impact</b>	A problem where the software is functioning, however your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.	4 hours
<b>C – Normal/Medium Impact</b>	The problem involves non-critical impact on your use of the software in a production or QA environment. For production environments, there is a medium-to-low impact on your business, but business continues to function, including use of a procedural workaround. For QA environments, the situation is causing your project to no longer continue or promote into production.	8 hours
<b>D – How To/Low Impact</b>	General usage / “How to” questions. Limited to 2 hours of time.	Within 5 business days

E – Enhancement Requests	Enhancement requests and the reporting of documentation errors.	Notification of acceptance within 5 business days
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## SCOPE

Supported	Not Supported
1WS DSD Service – Core Functionality	Application Customizations
1WorldSync Support Portal	Application Configuration
Supported Platforms	3rd Party Products
Diagnosis & Error Correction for Core Defects	Installation and Upgrade Services
1WS DSD Services Product Licensing Issues	
Enhancement and Change Request Logging	
Limited “How-to”/“Best Practice” GDSN/Application Questions	
User and Administrator Documentation	

**Note:** Business Critical support scenarios resulting from modifications to third party systems or data layout changes made by non-1WorldSync personnel may be billed back to the customer on an hourly basis as a Services engagement. Examples of this include but are not limited to: Internet and network changes, Data Pool account changes, updates to Virus Scanning Software or Operating System Patches, Operating System patches, Disk Full, System backup procedures, CPU/Memory/Hardware issues or failure on the application database servers, User Profile/Password/Authority, Expired Certificates and connectivity related to AS2 software.

## SUPPLEMENTAL SERVICES

Supplemental Services are contracted separately on an hourly basis in a Statement of Work and may include but are not limited to:

1. Services to install or upgrade the DSD Services software, and any related analysis or reengineering work for your unique implementation.



2. Any regulated or audited environments that may require additional support procedures and associated supporting documentation may be subject to additional charges.
3. Beyond Service Level D, additional services are offered on “How To Use” requests outside of the DSD Services User Interface. Examples include, but are not limited to:
  - GDSN and data synchronization mentoring or consulting, User training
  - Application changes such as:
    - Adding new attributes outside of agreed on in SOW
    - Setting up GLN's
    - Setting up Linked GTINs
    - Creating new User Views and Layouts
    - Modifying application to retain/archive/store inbound/outbound documents for customer use
4. Extended assistance as well as “How To Configure” requests outside of the DSD Services User Interface. Examples include, but are not limited to:
  - Webserver, SSL, Rewrite rules configuration
  - AS2, Network configuration
  - Database configuration
  - Creation or changes to workflow
5. Development for customization and enhancements. Examples include, but are not limited to:
  - Changes resulting from backend ERP systems upgrades
  - Configuration changes
  - Custom extensions
  - Customization for new functional features
6. Modifications to back end ERP systems that result in invalid DSD Services data.
7. Determination that a service outage resulting from a change by client's staff or a 3<sup>rd</sup> party prevents DSD Services normal operation. Examples include, but are not limited to:
  - Internet service provisions and network changes
  - Data pool account changes
  - Updates to Virus Scanning Software or Operating System Patches

- Disk full
- System backup procedures that lock applications
- CPU failures
- Relocation of DSD Service software or any portion thereof without 1WorldSync's prior knowledge

8. "Best practices" for client's industry or knowledge about specific trading partner requirements. With answers to questions such as "How do I link a Display Shipper?" or "What does this 1WorldSync response message about Unit of Measure indicate?"

## **GDSN Products Additional Terms & Conditions**

These GDSN Products Additional Terms & Conditions are in addition to the general terms and conditions contained in the Master Services Agreement between Client and 1WorldSync and are made a part of the Master Services Agreement and all provisions of the Master Services Agreement are incorporated as though restated herein.

### **1. Definitions.**

**“Content”** means any and all information including, but not limited to, text, images, videos, and any other data or material entered into or approved for access through the System or otherwise provided by a party other than 1WS in relation to the Services.

**“GDSN”** means a network of interoperable data pools and the GS1 global registry for item and master party data that enables data synchronization per the GS1 standards.

**“Third-Party Content”** means any Content created and/or shared by a third-party with Client through a 1WS service or product.

**“1WorldSync Technology”** means (i) the 1WorldSync System, (ii) all software, documentation, specifications, databases, templates and other materials, written or electronic, embodied in or used by 1WorldSync to provide the 1WorldSync Services; (iii) all customizations, improvements and enhancements to the same; and (iv) all associated program concepts, methodologies, know-how and other intellectual property or proprietary rights.

**“User”** means an employee or contractor of Client or its approved Affiliates that Client has registered to access and use the Services.

**2. 1WS License.** For the duration of the Agreement, 1WS hereby grants Client a non-exclusive license to utilize the 1WorldSync Technology solely for the purposes authorized under the Agreement. This license includes the right to upload Client Content to the System and/or download third-party Content from the System in accordance with the Agreement. This license is personal to Client and its authorized Affiliates and may not be sublicensed or remarketed to, shared with or utilized on behalf of, any third-party without 1WS's express written consent.

**3. GDSN Terms of Participation.** If Client selects a Subscription Service that involves access to and use of the GDSN, Client agrees to comply with the GS1 Data Excellence, Inc. Terms of Participation that apply globally to all users of the GDSN, as such terms may be updated from time to time by GS1 Data Excellence, Inc. (“GDSN Terms”).

The current version of the GDSN Terms for US based entities can be found at:  
[https://www.gs1.org/docs/gdsn/support/GDSN-Terms-of-Participation-US\\_EN.pdf](https://www.gs1.org/docs/gdsn/support/GDSN-Terms-of-Participation-US_EN.pdf)

The current version of the GDSN Terms for non-U.S. based entities can be found at:  
[https://www.gs1.org/docs/gdsn/support/GDSN-Terms-of-Participation-non-US\\_EN.pdf](https://www.gs1.org/docs/gdsn/support/GDSN-Terms-of-Participation-non-US_EN.pdf)

**4. Communities.** At its option, Client and its Users may access and participate in information exchange between other 1WS clients through 1WS Communities. Participation allows users, at their option, to publish selected information to various target markets and other recipients (collectively, “Communities”) outside of 1WS Services. By doing so, Client understands that such information will be available to all other users of the Communities (“Subscribers”) via the GDSN, Web-based application program interfaces (“APIs”), or other data feeds. If Client chooses to publish any information to the 1WS Communities Platform, Client understands and agrees that (x) such information will then be available to all Subscribers and 1WS, and that they will be able to monitor and report on how the information is accessed by other Subscribers; and (y) all Subscribers are permitted to use, reproduce, adapt, translate and incorporate such information, or any portion thereof, for their internal and external usage, and to display and distribute the same through any medium and for any purposes. If Client is a Subscriber receiving information from a Community, Client agrees to: refrain from modifying the information; use it in a manner implying the

endorsement of Client as a preferred source of the information; use it for any illegal purpose, or in a manner that is false or misleading as to its source; use it in an obscene, indecent, sexually explicit, defamatory, abusive or slanderous manner, or in a manner that refers negatively to people or groups based on their race, ethnicity, religion, sexual orientation, gender or similar characteristics; or claim copyright or other ownership rights in it, as distinct from Client's products or service offerings that may incorporate it.

**5. Open URLs.** The System allows Client to provide product URLs containing Client Content to its trading partners and others, either by publishing them via the GDSN or sending them in some other manner. Client understands that although each unique product URL will be a complex Web address, these URLs and the Client Content is secured or encrypted and any third party that is able to determine the product URL would be able to access, view and download the Client Content associated with it.

**6. Third-Party Content.** 1WS makes no representations or warranties regarding any Third-Party Content that Client may obtain through the System or the GDSN. Client is solely responsible for verifying the accuracy and completeness of all Third-Party Content before using, distributing or otherwise relying on it. Client's use of Third-Party Content obtained through the System or the GDSN is subject to applicable law and the permissions, consent and authorizations granted to Client by those third parties, as well as the Agreement.

**7. Content Usage Information.** 1WorldSync is often asked by GS1 organizations and third parties to provide statistical data regarding the GDSN and its usage including GLN publications, frequency of system usage, total number of GTIN's, etc. None of the aggregated data shall identify or otherwise be connected to Client or Client's specific products or trading partners without prior written consent.

### **DataSource Subscription Services Additional Terms and Conditions**

These DataSource Subscription Services Additional Terms and Conditions are in addition to the general terms and conditions contained in the Master Services Agreement between Client and 1WorldSync and are made a part of the Master Services Agreement and all provisions of the Master Services Agreement are incorporated as though restated herein.

#### **1. DataSource Subscription Services**

1WS has developed a proprietary product data model (the "DataSource PDM") according to which it captures, aggregates, normalizes, and distributes up-to-date and ready to use technical and commercial product information data (the "DataSource Content"). Client desires to engage 1WS to classify data about certain products and to obtain a license to use and publish the DataSource Content for the Permitted Uses as set forth in the Product Description, available at: <https://1worldsync.com/product-descriptions/datasource/Sync>.

#### **2. DataSource Subscription Services License and Limitations**

**2.1 License.** Subject to the terms and conditions of this Agreement, 1WS hereby grants to Client and Client hereby accepts under the terms of this Agreement, a limited, non-transferable, and non-exclusive license for the term of this Agreement, to use and publish the DataSource Content for the - Permitted Usages. Client represents that it will control the systems on which the DataSource Content will be stored. In addition, 1WS hereby grants to Client a limited license to use the DataSource ContentConnector during the term of the Agreement for the limited purpose of implementing the DataSource Content.

**2.2 DataSource Subscription Services Restrictions.** Any use, publication, or transmission of the DataSource Content or the DataSource ContentConnector other than as provided in Section 2.1 is not permitted and any such use, publication or transmission constitutes a material breach of this Agreement. Without limiting the foregoing, Client may not reformat, resell, lease or transmit in any manner; whether electronic or otherwise, by or on behalf of Client all or part of the DataSource Content or the information contained therein to any third party in any manner other than as is specifically authorized herein. Client agrees not to reverse assemble, reverse compile, reverse engineer or otherwise discover the technology of the DataSource PDM, the DataSource Content or the DataSource ContentConnector. Client acknowledges that (a) 1WS generates and collects the DataSource Content at considerable cost; (b) the value of the DataSource Content is time-sensitive; (c) use of the DataSource Content other than as provided in this Agreement substantially threatens the viability of 1WS's business.

**2.3 Ownership.** Client expressly acknowledges and agrees that 1WS owns all right, title, and interest in and to the DataSource PDM, the DataSource ContentConnector, the DataSource Content (except as indicated in Section 2.4), and all other data and information contained therein (the "1WS Proprietary Information"), all of which shall remain the sole property of 1WS. Client acknowledges that 1WS has not, by this Agreement or otherwise, prior to the date of this

Agreement, transferred any property rights in or to the 1WS Proprietary Information. Client covenants and agrees not to take any action that would adversely affect in any manner 1WS's exclusive ownership of this property. If Client has any reason to believe that any party whatsoever is or intends to violate 1WS's intellectual property rights, it shall give prompt notice of such fact to 1WS and agrees to assist 1WS, at 1WS's expense, as may be reasonably required to protect 1WS's rights.

**2.4 Scope of License.** The license granted by 1WS to Client does not include nor cover the Information Components, Product Image, and Marketing Description to which manufacturers' or third parties' copyrights and trademarks could be attached. Client uses, publishes, and sub-licenses such components at its own risk.

**2.5 Compliance.** Client shall take all necessary steps to ensure that its management, employees, agents, affiliates, consultants, subcontractors and all other persons within its organization who have access to the DataSource Content, 1WS's materials or the 1WS Proprietary Information under the terms of this Agreement will be informed of and will comply fully with the provisions of this Agreement. 1WS reserves its right to review and audit Client's use of the DataSource Content at any time. Upon 1WS' s request, Client shall cooperate with 1WS to provide all relevant information regarding Client's use of the DataSource Content, including without limitation providing all necessary user name(s) and password(s) and other security credential to access the site(s) or the system(s) where the DataSource Content appears.

**2.6 Disposal of Materials.** On termination of this Agreement for any reason, Client shall immediately cease to use and/or publish the DataSource Content and the DataSourceContentConnector unless it has purchased a Static License from 1WS for continued use. In addition, each party agrees it shall take all steps necessary to destroy or return promptly to the other party all documents, materials, and Confidential Information which may have been provided during the term of this Agreement and which remains in its possession.