

1WorldSync, Inc.

Master Services Agreement

1. **Scope.** This Master Services Agreement (“MSA” or “Agreement”) is an integral part of the contract between 1WorldSync, Inc., a Delaware corporation (“Company” or “1WS” or “1WorldSync”) and the legal entity (“Client”) named in the Order Form to which this MSA is attached. All capitalized terms used in this MSA but not otherwise defined have the meanings stated in the Order Form.

2. **Definitions**

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Client Content” means Client-created images, data, attributes, media and other information for its own branded products.

“Client Requested Processing” refers to Company processing, photographing, scanning, coding, and storing digital images and information from physical product samples, renderings, package flats or other product information provided by Client or, at Client’s request, procured by Company relating to products or product cases as described in the applicable Order Form as Studio Services.

“Company Technology” means (i) the System, (ii) all software, documentation, specifications, databases, templates and other materials, written or electronic, embodied in or used by Company 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 of Company.

“Confidential Information” means any information which reasonably ought to be treated as confidential information including, without limitation, information relating to the trade secrets or business affairs of the disclosing Party. Confidential Information does not include (i) information which at the time of disclosure or discovery is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the Agreement; (iii) information which the receiving Party can establish by reasonable proof was in its possession at the time of disclosure by the disclosing Party and was not acquired, directly or indirectly, from the disclosing Party; (iv) information which a receiving Party receives from a third party, provided, however, that such information was not obtained by said third party, directly or indirectly, from the disclosing Party and that said Party has a right to disclose it. Information which is required by law to be disclosed may be disclosed provided, however, that to the extent practicable, the disclosing Party is first given notice of the required disclosure and an adequate opportunity to seek appropriate legal relief to prevent such disclosure or limit its use and further disclosure.

“Company Content” means images, data, attributes, media and other information for products and/or product cases as imaged, coded, compiled and arranged by Company.

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

“Intellectual Property Rights” means all copyrights, including any rights to derivative works, trademark rights, trade secrets, know-how and patents (whether arising under federal, state or foreign law).

“One-Time Services” means solely those Services expressly identified on the Order Form as Services provided by the Company to Client that are not recurring in nature and do not automatically renew unless otherwise agreed in writing by the Parties.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Professional Services” means advisory, consulting or educational services that the Company has agreed to provide Client, as specified in a mutually agreed upon statement of work or similar document (“SOW”).

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

“Services” means collectively the Subscription Services, One-Time Services and Professional Services set forth in the applicable Order Form, which may include access to the Company Technology, creating, hosting and providing access to Company Content and other information, implementation services, professional services, creative services and managed services, inclusive of the licensing of Company Content as set forth below.

“System” means, collectively, the Company proprietary software, application interfaces, platforms, portals, and systems management processes which comprise the applications infrastructure involving Client’s access to any Services.

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“**Third-Party Content**” means content provided by third parties.

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

3. Company's Obligations

- a. **Services.** Company 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 System is a hosted product information solution. Client understands that Company may use one or more third-party service providers, including cloud-based storage providers, to host the System, store Client Content, backup the System, connect to the Internet, and/or provide other elements of the applicable Company Services. Notwithstanding its use of third-party service providers, Company will remain responsible for fulfilling its obligations as stated in the Agreement.
- c. **Reserved Rights.** Client acknowledges that Company and its licensors are the exclusive owners of, and retain all rights, title and interest in, the Company Technology or Company Content. Except for the express licenses granted to Client under the Agreement, no rights are granted with respect to the Company Technology and Company Content.
- d. **Third Party Users.** In the event Client desires to utilize the services of any Person that is not a User (each, a “**Third Party User**”) in connection with any access to or use of the Services (e.g., the Company Technology and Company Content) for the benefit of Client, Client must first request and receive prior written authorization from Company, such authorization will not be unreasonably withheld. A Third Party User approved by Company must enter into Company's form of restricted use agreement prior to receiving access to the Services or Company Content. Upon termination of the applicable Order Form, or upon completion or termination of a Third Party User's need to use or access the applicable Services or Company Content, Client will ensure the Third Party User has ceased using the Services and any Company Content in the control or possession of the Third Party User has been destroyed. Client will provide written certification of the same to Company.

4. Client's Obligations

- a. **Contact Information.** Client is responsible for keeping all billing, contact and other account information up to date. Client consents to its Contacts receiving 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 Company billing, technical, administrative and other service-related communications and legal notices under the Agreement, and Client shall ensure that all Contacts have agreed to receive such communications, and that Company may use the personal data of such Contacts for these purposes.
- b. **System Access Control.** Except as otherwise specifically set forth in the applicable Order Form, Company will provide Client unique access credentials for the number of Users set forth in the Order Form. A User must be either a User or an approved Third Party User. User logins are for designated Users only and cannot be shared or used by more than one User, but any User login may be permanently reassigned to another User by Company upon Client's written request. Client represents and warrants that it will keep its User IDs and passwords confidential and will be responsible for all actions taken under a User's account. Client represents and warrants that it will comply with all applicable laws, rules and regulations in connection with its use of the Services. Client will promptly notify Company 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 Company to address the suspected violation. Company 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.
- c. **System Usage.** Client represents and warrants that it will not breach or facilitate the breach of any security measure implemented with respect to the System, or use any third party's customer ID, passwords or other information to access the System at any time. In addition, Client represents and warrants that it will 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 Company's prior written consent. Client represents and warrants that it will 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. **Restrictions on Use of Services and Company Content.** Except as expressly provided under the Order Form, Client and Users will not:

- i. Sell, distribute, sublicense, grant access to or otherwise transfer any Services or Company Content, in whole or in part, to any Affiliate or any third party;
- ii. Use with, integrate and/or populate any third-party software or database with Company Content, including space management programs or applications, e-commerce applications, mobile applications, data sync, print advertising, or in-store signage including shelf tags and strips unless specifically allowed as permitted uses and expressly set forth in the Order Form;
- iii. Alter or modify the Company Content, or remove any source attribution included in the Company Content;
- iv. Reverse assemble, reverse compile, or otherwise translate any portion of the software or other intellectual property relating to the Services; or
- v. Interfere with, circumvent, manipulate or disrupt the operation or the functionality of any Services or link to elements or components of the Services, independently from the web pages on which they originally appear, or display the Services or any part thereof in an exposed or concealed frame.

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 the Company 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 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 the Company (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 Client imports into the Services 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) 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 Client Marks provided by an authorized user). In furtherance of the foregoing, should Client subscribe to Partner Access, the Company 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 the Company. Client acknowledges and agrees that Company may remove Client Content from its systems to mitigate any copyright or other infringement claims.

b. **Client Requested Processing.** Client Requested Processing refers to the Company processing, photographing, scanning, coding, and storing digital images and information from physical product samples, renderings, package flats or other product information provided by Client or, at Client's request, procured by the Company relating to products or product cases as described in the applicable Order Form under Studio Services, the result of which, together with any modifications, enhancements or additions thereto, is Company Content, and shall not be a "work made for hire" under the U.S. Copyright Act or other applicable law. Product submission and processing requirements will be as set forth in the Order Form.

c. **Company Content.** Unless otherwise expressly stated in the Order Form, Company Content must be downloaded onto and stored on servers controlled by Client located in the United States or onto the servers of a top-tier third-party storage provider under an agreement with Client. Any Company Content downloaded and stored along with Client or third-party data in a single database on Client's servers will be marked and maintained by Client at all times with a unique flag or identifier. In the event Client elects not to use a unique flag or identifier to mark the Company Content, then Company Content may not be stored with Client or third-party data in the same database and Company Content must be kept separate at all times from all other data on Client's servers. All Company Content must be stored as delivered by Company to Client and in no event is Client permitted to modify, merge, integrate or in any way combine Client or third-party data into the Company Content. Client will be responsible for any breaches by its employees, Users, Third Party Users or other persons who make unauthorized use of, or who

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gain unauthorized access to, the Services or Company Content in connection with their services to or affiliation with Client. Without limiting the foregoing, Client will use commercially reasonable efforts to prevent third parties from scraping or downloading Company Content. Client will notify Company immediately upon knowledge of any unauthorized access or use of any Services or Company Content and will assist Company to enjoin and otherwise redress such conduct.

6. Third-Party Content. Client may provide Third-Party Content, including, without limitation, manufacturer-provided content, to Company for use by Company in performance of the Services and use by other parties who have contracted with Company, subject to the terms and conditions of the Agreement. Upon submission of any Third-Party Content, Client hereby represents and warrants that it has sufficient legal rights therein to grant, and does hereby grant, to Company a limited, non-exclusive, transferable license to store, host, use, copy, modify (as directed by Client), distribute, display, sublicense (solely as reasonably necessary to syndicate such Third-Party Content) and create derivative works thereof (such as works resulting from changes made to meet format requirements) solely in connection with the performance of the Services. Company acknowledges that the Third-Party Content is proprietary to Client and its licensors and that Client and its licensors own certain Intellectual Property Rights in and to the Third-Party Content. Company is not responsible for the quality of Third-Party Content. Company does not verify the accuracy of Third-Party Content or that it meets required specifications for syndication and distribution, including, without limitation, retailer website requirements. Client acknowledges and agrees that Company may remove Third-Party Content from its systems to mitigate any copyright or other infringement claims.

7. Financials

a. **Fees.** Client agrees to pay Company the fees specified in the Order Form and any applicable SOW. Upon Company's request, Client agrees to confirm to Company 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 Company. Client represents and warrants that the annual sales volume it reports to the Company 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 the Company's performance of the Services, Client agrees to pay the Company the annual subscription fees based upon Client's Reported Revenues in accordance with the Company's then current fee schedule.

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

c. **Taxes.** Client will be solely responsible for and will pay or reimburse Company costs incurred for any sales taxes, use taxes, value added taxes (VAT), excise taxes, tariffs, duties, or withholding taxes due with respect to the provision or use of Services to or by Client.

d. **Fee Adjustments.** Client agrees to notify Company within 30 days following any change to its business or organization that results in a material increase in its number of products or increase in the usage metrics on which fees are based. All fees and other amounts payable under the Agreement shall be recalculated by Company 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 Company.

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 the date of the Company'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, Company may, in addition to its other rights and remedies, charge interest at a rate of 1.5% 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 less. Failure of Client to pay applicable fees may result in interruption of Services without prior notice. 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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8. Confidentiality and Privacy

a. **Confidential Information.** The Parties will keep in confidence, both during the Term and thereafter, and will not for any reason, except as directed by the disclosing Party, disclose, communicate, or divulge to any Person, or use, directly or indirectly, for their own benefit or the benefit of others, any Confidential Information of the other Party. Upon termination of the Agreement, for any reason whatsoever, the receiving Party shall, upon written request, turn over to the disclosing Party or destroy all materials containing Confidential Information.

b. **Personal Data.** Client acknowledges that Company 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. Company will handle and use all personal data of Data Subjects in accordance with applicable law and Company'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 Company, Client shall ensure that such Data Subjects have been informed that Company is a data controller with respect to such personal data, and that the personal data may be used by Company for the purposes set out in Company's Privacy Policy (e.g., for direct interaction with the Data Subjects by way of emails, telephone calls and other appropriate methods of communication), or transferred by Company to another jurisdiction in accordance with applicable law. However, any Data Subject may object to Company's non-service related use of his or her personal data at any time by informing Company (via email or in writing) as set forth in Company's Privacy Policy.

9. Warranties; Liabilities

a. **Company Warranties.** Company warrants that the Services will be performed in a good and workmanlike manner. Company does not warrant that Company Content is free from errors, accurate, complete or current. The Services require that Client take responsibility for the accuracy and compliance with retailer requirements of all Client Content. Many aspects of the Services are provided through the Company Technology on a self-service basis, and Client's successful use of such Services depends entirely on Client's commitment to using such Services in accordance with the applicable specifications, requirements, instructions and training resources made available by Company. COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. CLIENT AGREES THAT, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE SERVICES AND COMPANY CONTENT ARE PROVIDED ON AN "AS IS" BASIS. CLIENT ACKNOWLEDGES THAT THE SERVICES MAY INTERACT WITH, AND DEPEND UPON, THIRD-PARTY SYSTEMS AND APPLICATIONS OUTSIDE OF COMPANY'S CONTROL, SUCH AS RETAILER WEBSITES. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY CLIENT DUE TO ANY ERRORS, OMISSIONS, OR DELAYS IN THE OPERATION OF SUCH SYSTEMS AND APPLICATIONS.

b. **Client Warranties.** Client represents, warrants and covenants that (i) Client Content does not infringe on any third-party Intellectual Property Rights; (ii) Client has all necessary rights, power and authority to grant the rights and licenses provided to Company under the Agreement; (iii) Client will use commercially reasonable efforts to not publish, post, upload or otherwise transmit Client Content that contains viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines intended to damage any systems of another; and (iv) Client Content does not violate any third party's privacy rights, rights or duties under consumer protection, or constitute libel, slander or defamation, or include material which is obscene, pornographic, or adult-oriented. Client is solely and exclusively responsible for all Client Content and must make all reasonable efforts to verify Client Content is accurate, up-to-date and lawful. Client will comply with any law, administrative order, rule, or regulation applicable to the marketing and advertising of consumer products, including, without limitation, under applicable state unfair and deceptive trade practice laws, the FTC Act and the Federal Food, Drug and Cosmetic Act.

c. **Infringement Indemnification.** Company will indemnify, defend and hold Client harmless from and against any and all third-party claims, actions, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising from an allegation that the Services and if applicable, the Company Content, when used in accordance with the terms of the Agreement, infringes any third-party Intellectual Property Rights. If such a claim is made or appears possible, Company may, at its option, secure for Client the right to continue to use the Services or applicable Company Content, or modify or replace the same so it is not alleged to be infringing, or terminate the Services by paying Client a credit equal to the portion of previously paid fees allocable to the unused remainder of the term of any applicable Order Form.

d. **Mitigation.** Company, at its option, may do one of the following: (i) procure for Client the right to continue using the Services and Company Content 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 Company on commercially reasonable terms, terminate the applicable portion of the Agreement and Client's

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

e. **Client's Indemnification.** Client will indemnify, defend and hold Company harmless from and against any and all third-party claims, actions, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising from (i) Client's breach of the Agreement; (ii) Client's breach of any law or regulation and (iii) an allegation that any Client Content infringes any third-party Intellectual Property Right.

f. **Notices and Claims.** Indemnification will be available only where the Party seeking indemnification promptly notifies the other Party in writing of any such claims and if applicable, promptly tenders full control of the defense and settlement of any such claim to the indemnifying Party at its expense and with its choice of counsel. The Party seeking indemnification will cooperate with the indemnifying Party in defending or settling such claim and may join in the defense with counsel of its choice at its own expense.

g. **Limitation of Liability.** COMPANY'S AGGREGATE MAXIMUM LIABILITY TO CLIENT HEREUNDER SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY CLIENT PURSUANT TO THE ORDER FORM GOVERNING THE SERVICES GIVING RISE TO THE CLAIM, FOR THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY NOR ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL BE LIABLE FOR ANY CLAIMS FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. THE SERVICES AND COMPANY CONTENT ARE INTENDED SOLELY AS CONTENT SYNDICATION AND BUSINESS INTELLIGENCE TOOLS AND CLIENT'S USE OF, AND RELIANCE UPON, SAME ARE CLIENT'S SOLE RESPONSIBILITY, WITH CLIENT ASSUMING ALL ASSOCIATED RISKS.

h. **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.** This MSA shall commence on the earliest start date specified in an Order Form and shall continue for so long as any Order Form remains in effect (the "**Term**"). If no term of service is specified in the Order Form, the Initial Term of the Agreement shall be one year.

b. **Termination.** Either Party may terminate an Order Form immediately by written notice to the other Party upon the occurrence of (a) a material breach of the Order Form by the other Party, if such breach is not curable, or if curable, is not cured within thirty (30) days after receipt of a reasonably detailed written notice of such breach from the Party seeking termination; or (b) the other Party becoming insolvent, filing for bankruptcy, or executing an assignment for the benefit of creditors; or an involuntary petition being filed against the other Party under bankruptcy laws.

c. **Post-Term Obligations.** Upon expiration or termination of an Order Form, Client shall immediately cease use of the applicable Company Technology and the Services, and Client acknowledges that Company may block Client's access and that Client must 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.

d. **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.** Client will comply with any law, administrative order, rule, or regulation applicable to the marketing and advertising of consumer products, including, without limitation, under applicable state unfair and deceptive trade practice laws, the FTC Act and the Federal Food, Drug and Cosmetic Act. Company 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. Company may publicly identify Client as one of its Clients, including displaying Client's name and logo on Company's website and in its marketing materials.

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- 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 represents that it is not named on any U.S. government denied-party list. Client shall not permit Users to access or use the Services in, or export any Company Content to, a U.S.-embargoed destination (currently Cuba, Crimea, Iran, North Korea, Sudan, or Syria).
- d. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Client to pay Company), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, and other natural disasters; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions, including without limitation taken in response to public health emergencies; (e) national or regional emergency conditions; and (f) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give reasonable notice (which need not comply with the formal notice provisions of the Agreement) within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section 11(d), the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.
- e. **Legal Notices.** All notices, demands or consents required or permitted under the Agreement will be in writing. Notice will be considered delivered and effective when (a) personally delivered; (b) delivered by private overnight carrier with delivery confirmation; (c) delivered by certified U.S. Mail, return receipt requested; or (d) delivered by email, and notices so delivered will be effective upon dispatch by the sender of the electronic transmission; provided that a notice provided pursuant to clauses (a), (b) or (c) must also be sent via email to be effective. Notice will be addressed to the person and address identified on the latest Order Form entered into by the Parties, or to such other address or addressee as either Party may from time to time specify by notice to the other Party.
- f. **Assignment.** Client may not assign its rights or obligations under the Agreement, without Company's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.
- g. **Entire Agreement.** The Agreement constitutes the final and complete understanding between the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, discussions or negotiations. No provisions and conditions on invoices, purchase orders, order acknowledgements or the like will have any force or effect between the Parties. In the event of a conflict between any term or condition in this Agreement and any term or condition in any Order Form, the applicable term in the Order Form will govern with respect to such Order Form.
- h. **Conflicts; Severability.** In the event of a conflict, the terms of an Order Form shall prevail over this MSA, except that no indemnities shall bind Company or its Affiliates to the extent such are set forth in the Order Form or elsewhere, and the Liabilities section of this MSA (Section 9) may not be modified in an Order Form or elsewhere in the Agreement. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provisions to the fullest extent allowed by law and the remaining provisions of the Agreement will remain in full force and effect.
- i. **Amendments; Waivers.** No modification, amendment or waiver of any provision of the Agreement will be effective unless in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power, or remedy under the Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.
- j. **Governing Law and Venue.** The Agreement will be governed by the laws of the State of Delaware, excluding conflict of laws provisions. Any collection action for amounts due under the Agreement will be brought in the Circuit Court for Cook County, Illinois or in the U.S. District Court for the Northern District of Illinois, Eastern Division, sitting in Chicago, and the Parties hereby submit to the personal jurisdiction of these courts. Notwithstanding the foregoing, Company may bring an action with respect to intellectual property infringement or breach of Client's confidentiality obligations in any court of competent jurisdiction.
- 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. Company, in performing

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under the Agreement, is acting as an independent contractor, and Company 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. **Equitable Relief.** The remedy at law for breach of a Party's unique rights pursuant to the Agreement being inadequate, each Party will be entitled, in addition to such other remedies as it may have, to preliminary and permanent injunctive relief and to specific performance for any breach or threatened breach of the Agreement by the other Party without proof of any actual damages that have been or may be caused to it by such breach, and without the requirement of the posting of a bond.

n. **Global Trade and Anti-Corruption Compliance.** The Parties acknowledge they are familiar with the U.S. 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. **Aggregate Anonymous Data.** Client acknowledges and agrees that Company may collect non-personally identifiable statistical metadata and metrics regarding Client's use of the Services in order to improve the quality and delivery of the Services and for internal reporting purposes. Client further acknowledges and agrees that Company may aggregate data relating to the Services with other data in an anonymous fashion and use such aggregate anonymous data for any purpose, including but not limited to: (i) general reporting, including the compilation of aggregate statistics, such as the total number of ads delivered, that may be provided to existing and potential clients, and (ii) scheduling and optimization of delivery of creative content across all campaigns, including websites, networks and any other advertising inventory reached by the Services. In no event will Client have the right to access such aggregate anonymous data.

p. **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.

q. **Government Users.** Company provides the System and the Services, including related software, technology and Company Content, 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, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 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 Company 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.

1WorldSync, Inc.

Master Services Agreement

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.

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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

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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.

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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

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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

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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).

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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.

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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.

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Master Services Agreement

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:

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- 1.7.1 transferring to any other person or entity any of Client's rights to use the DSD Services;
- 1.7.2 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;
- 1.7.3 creating any derivative works based upon the DSD Services;
- 1.7.4 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**");
- 1.7.5 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;
- 1.7.6 changing any code, copy any feature, design or graphic in, or reverse engineering the Software;
- 1.7.7 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;
- 1.7.8 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;
- 1.7.9 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
- 1.7.10 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:

- 1.8.1 to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
- 1.8.2 to store or transmit material in violation of third-party privacy rights;
- 1.8.3 to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
- 1.8.4 to attempt to gain unauthorized access to the DSD Services or its related systems or networks;

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1.8.5 for any illegal activity or to promote illegal activities; and/or

1.8.6 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:

2.2.1 the accuracy, quality, integrity, legality and correctness of all Client Data;

2.2.2 the selection, creation, design, read, update, delete and maintenance of all Client Data;

2.2.3 all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for all Client Data;

2.2.4 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

2.2.5 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:

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- 2.3.1** may observe and report to Client on Client's usage of the DSD Services and make recommendations for improved usage of the DSD Services;
- 2.3.2** 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
- 2.3.3** 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

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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:

5.1.1 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

5.1.2 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, MERCHANTABLE 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.

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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

| | | |
|---|--|---|
| Hours of Coverage | Severity A | 24 x 7 Support <i>(not including holidays)</i> |
| | All Other Issues | 8:30am to 5:00pm Central time |
| Support Channel | | |
| | | web/email/phone |
| Severity Level | | |
| | Definition | Initial Response Time |
| A – Production Down/ Business Critical | 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 – Development Down/ High Impact | 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 |

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| | | |
|---------------------------------|---|---|
| C – Normal/Medium Impact | 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 |
| D – How To/Low Impact | 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 |

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 | |

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| | |
|--------------------------------------|--|
| 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

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- 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 3rd 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?"

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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

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

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

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("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.

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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.

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.