TERMS OF SERVICE

SMARTLOG CUSTOMER AGREEMENT.

This Smartlog Customer Agreement, together with any Order Forms and any terms and conditions expressly incorporated herein by reference (the "Agreement") is made and entered into by and between Smartlog and the Customer (as defined below), each, a "Party" or collectively the "Parties." By clicking "agree" (if available), executing an Order Form (as defined below), or otherwise executing this Agreement, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree with (or cannot comply with) all of the terms of the Agreement, Customer shall not access or use the Services and/or Software. In consideration of the mutual promises exchanged herein, the Parties agree as follows:

I. DEFINITIONS.

1. **"Account"** means any Smartlog account(s) for the Services opened by Customer pursuant to an Order Form.

2. **"Affiliate"** of a Party means an entity or person that directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Party, where "Control" means (a) possession of the power to direct or cause the direction of the management and policies of that Party, whether through voting securities, by contract or otherwise; or (b) ownership of or voting rights over at least 50% of the outstanding voting or equity of the Party. An entity shall be deemed an affiliate for only so long as such Control exists.

3. **"Average Order Value"** or **"AOV"** means the quotient of (a) the GMV for any given Contract Year; and (b) the number of Transactions during the same Contract Year.

4. **"Content"** means owned, controlled or otherwise licensed: (a) technology, including, but not limited to, any features functionality, or other application program interface; (b) content or information, including any text, graphics, photographs, images, video, audio and/or other data or information; (c) specifications, data, databases, processes, systems, methods of operation, concepts, software, software libraries, code, templates, command line tools, user interfaces, protocols, formats, techniques, algorithms, methods, devices, procedures, functionalities or other technology or similar item; (d) promotional and advertising materials, price comparisons and other pricing information,

product descriptions and similar data and information; (e) email content, addresses and similar information; (f) URLs, now or at any time during the Term; (g) any adaptations, derivative work, modifications, custom modules, extensions, themes, applications and add-ons of the information and materials described above; and (h) all Intellectual Property Rights embodied in any of the foregoing.

5. **"Contract Year"** means any period of one (1) year used for the calculation of the GMV and AOV during any Term of the Agreement beginning, for the Initial Term, on the Term start date specified in the Order Form, and otherwise on an anniversary thereof.

6. **"Copyleft Software"** means software, content, materials, and/or works of authorship licensed under terms that (a) grant, impose, or purport to impose a requirement or condition on the software or other technology combined or otherwise used or distributed therewith; (b) require or purport to require that software or other technology combined or otherwise used or distributed therewith be made available in source code form; (c) requires or purports to require that software or technology combined or otherwise used or distributed therewith be licensed for the purpose of making modifications or derivative works; (d) requires or purports to require that software or any other technology combined or otherwise used or distributed therewith be redistributable at no charge; or (e) may grant or purport to grant to third parties any rights or immunities under Smartlog's proprietary rights in the Services and/or Software or any portion thereof.

7. **"Customer"** means the subscribing entity set forth in an Order Form, who through its authorized personnel, uses or otherwise accesses the Software and/or Services under the Account pursuant to the terms of this Agreement.

8. **"Customer Content"** means any Content provided by or on behalf of Customer, or by its End Users, to, or to interface with, the Services and/or Software.

9. **"Disputed Amounts"** means amounts disputed by Customer in a Notice and in good faith as billing errors.

10. **"Documentation"** means the Smartlog developer or administrator documentation and/or Smartlog merchant guides for, and provided with, the Services and the Software, and as may be updated by Smartlog from time to time.

11. **"End User"** means any individual or entity of any kind that directly or indirectly through another user: accesses or uses the Sites.

12. **"Gross Merchandise Value"** or **"GMV"** means the total value of all Transactions processed through a Site during any given Contract Year, excluding (a) any shipping, handling and customs costs charged to End Users; (b) any taxes Customer collects from End Users as part of any Transaction; and (c) any financing charges and interest for installments charged to End Users.

13. **"Indirect Taxes"** means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes, and gross tax receipts.

14. **"Intellectual Property Rights"** means (a) any and all now known or hereafter known tangible and intangible: (i) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (ii) trademark, trade dress and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; and (v) other intellectual and industrial property rights of every kind and nature throughout the universe, however designated, whether arising by operation of law, contract, license, or otherwise; and (b) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof or hereafter in force regarding any of the foregoing and under the laws of any jurisdiction.

15. **"Location(s)"** means the production region where the Customer Content will be hosted, as identified in the Order Form.

16. **"Losses"** means any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees).

17. **"Maximum vCPU Day Entitlement"** means the maximum number of virtual CPU Days that the Customer can consume in any Contract Year as specified on an applicable Order Form. If required, Customer can purchase additional vCPU Days to increase the entitlement.

18. **"Modifications"** means any derivative work based on the Software or the Services (as the case may be), including modifications, supplements, enhancements or additions thereof or thereto, that are developed by Customer or its Affiliates (or any third party on behalf of any of the foregoing), including without limitation, any software related to the configuration, integration, implementation, or localizations of the Software or Services. Modifications by Customer or a third party are not permitted unless otherwise set forth in the applicable Service Description.

19. **"Notice"** means any notice provided in accordance with Section 13.8.

20. **"Order Form"** is an order form pursuant to this Agreement (and may include electronically submitted order forms) that sets forth the applicable fees, Term

start and end dates, and other terms and conditions applicable to Customer's use of the Software and/or Services and Support Services.

21. **"Production Instance"** means any instance that is (a) used to generate and/or process online revenue; or (ii) is exposed to the public internet for use by End Users.

22. **"Site"** means any website, other related mobile websites, services, tools and other applications owned and operated by Customer using the Software or Service, subject to the limit on authorized Store Views as set forth in the applicable Order Form. For clarity, a Site enables different catalogs, pricing, base currency, user accounts and separate carts as described in the Documentation.

23. **"Service(s)"** means the provision of certain cloud hosting services and Smartlog Content, including Software (as the case may be), all as more specifically described in one or more Service Descriptions, as indicated on an applicable Order Form. Services do not include Third-Party Content or Customer Content.

24. **"Software"** means software that is developed and owned by Smartlog, inwhole orin part, andmade available to Customer hereunder or in conjunction with one or more Services if and as described in a Service Description, and subject to the terms of this Agreement.

25. **"Store View"** means a feature of the Software that enables changes to the theme, layout, design, language, localization, display currency, and display of products as described in the Documentation. For clarity, each Site uses at least one Store View.

26. **"Support Services"** means the support services Smartlog offers Customers with respect to the Software and/or Services, currently referenced as the Smartlog Support Services Terms and Conditions available, and as may be updated by Smartlog from time to time.

27. **"Term"** means any Initial Term or Renewal Term, both as defined under Section 7.1 under the Agreement.

28. **"Third-Party Content"** means Content owned by a third party (or its licensors) that is not Customer Content or Smartlog Content and includes, without limitation, any Content as may be made available on the Smartlog Marketplace or on Smartlog's developer and community repositories and forums.

29. **"Third-Party Services"** means any and all third party services (including associated APIs and web service definition files) that may be made available to Customer or its End Users through the Services.

30. **"Transaction"** means any order placed by an End User, by whatever means, that is accepted and/or processed by the Software or Services, (a) even if such

order is later subject to a refund, return, chargeback or any other reversal, voluntary or involuntary and (b) regardless of whether the Customer receives any payment for such order.

II. USE OF SOFTWARE AND SERVICES.

1. **Software**. Subject to the terms and conditions of this Agreement (including Customer's compliance with the applicable Documentation) and payment of the applicable Subscription Fees (as defined below), Smartlog grants Customer a limited, personal, revocable, non-exclusive, non-transferrable, nonsublicensable license to install, reproduce and use internally the Software, as provided to Customer in source code format, and create and use Modifications of the Software, in both cases for the sole purpose of creating and running Customer's Sites used for promoting, selling or providing the Customer's products and services to End Users. Smartlog shall make the Software available to Customer on the agreed upon delivery date, provided Smartlog has received the applicable Subscription Fees in full.

2. **Services**. Subject to the terms and conditions of this Agreement and payment of the applicable Subscription Fees (as defined below), Customer may access and use the Services in accordance with this Agreement and the applicable Service Description. Customer Affiliates may not use the Services under the terms of this Agreement, except as expressly provided for in an Order Form or by establishing separate Account(s).

3. **Restrictions**. Customer shall not (and shall ensure that its employees, contractors and other third parties do not): (a) exploit the Software or Services for any purpose other than as described in this Section 2; (b) provide, use, or allow others to use, the Software or Services for the benefit of third parties; (c) modify, alter, tamper with, repair, or otherwise create derivative works of any Smartlog Content included in the Services; (d) reverse engineer, disassemble, or decompile the Software or Services or apply any other process or procedure to derive the source code of the Software or any software included in or with the Services; (e) access, use or develop the Software or Services in away intended to avoid incurring fees or exceeding usage limits or quotas; (f) sell, offer to sell, distribute, disclose, sublicense or otherwise make available the Software or Services in a manner that is not authorized under this Agreement; (g) assert or authorize, assist, or encourage any third party to assert, any claim of infringement of Intellectual Property Rights regarding the Software or Services; (h) imply any relationship or affiliation between Smartlog and Customer except as expressly permitted by this Agreement; (i) use any Copyleft Software in connection with Smartlog Content; (k) use the Software or

Services for the purpose of building a similar or competitive product or service; (l) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Software or Services with the exception of tools necessary to validate the performance or security of the Customer'sSite(s) or (m) unless otherwise specified in an applicable Order Form, use the Software on more than fifteen (15) Store Views. Customer shall notify Smartlog immediately on the launch of each Store View. Customer (on behalf of itself and its Affiliates) hereby irrevocably waives and agrees to never assert any right in Modifications against Smartlog and its Affiliates or its direct or indirect sublicensees.

4. **Early Adopter Programs**. From time to time, Smartlog may invite Customer to try pre-release and/or beta features, functionalities, or modules of the Software or Services that are made available to Customer to use and evaluate ("Early Adopter Programs") during a trial period. While completely optional, if Customer agrees to participate, Customer: (a) agrees to use and test under the applicable Early Adopter Program and to provide Feedback (as defined in Section 9.5); and (b) acknowledges that such features are for evaluation purposes only and not for production use, not considered part of the Software or Service under the Agreement, not supported, are provided "as is" with no warranties of any kind, and may be subject to additional terms. Any such trial period will expire upon the date that a version of the feature becomes generally available or Smartlog elects to discontinue an Early Adopter Program. Smartlog may discontinue Early Adopter Programs at any time in our sole discretion and may never make them generally available.

5. **Patches**. Updates and Upgrades. Smartlog may provide Customer with patches, updates or upgrades to the Software as part of the provision of Support Services.

III. CUSTOMER RESPONSIBILITIES.

1. **Customer Content**. (a) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content including but not limited to responsibility for: (i) any claims relating to Customer Content, including claimed violations of applicable law; and (ii) properly handling and processing notices that are sent to Customer (or any Customer Affiliate) regarding Customer Content, such as by any person claiming that Customer Content violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act. (b) Customer is solely responsible for providing appropriate security for and protection of Customer Content, which may include (i) use of encryption technology to protect Customer Content from unauthorized

access; and (ii) applying necessary security patches to the Software when supplied by Smartlog. (c) Customer shall specify the Locations in which Customer Content, provided to, or to interface with, the Services will be stored, where applicable. Customer consents to the storage of such Customer Content in, and transfer of such Customer Content into, the Locations Customer selects. 3.2 Accounts. Customer is solely responsible for configuring and using the Services in a manner that will provide appropriate security and protection of its Account and for all activities of Customer, their Affiliates and third parties that occur under its Account, regardless of whether the activities are authorized by Customer or are undertaken by Customer, its employees or a third party (including without limitation contractors, agents, Affiliates and End Users). Account log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work with respect to the Services, Customer Content, or Modifications on behalf of Customer.

2. **Conduct**.
   a. Customer shall protect the privacy and legal rights of all visitors to Customer's Sites ("Visitors") and End Users and provide and maintain a legally adequate privacy notice to Visitors and End Users that addresses, without limitation: (i) the permitted access and use of information, including personal data, and the limited purposes for which such information may be used; and (ii) the sharing of such information, including that information specified in Section 4.3, with providers such as Smartlog, for the purposes specified in this Agreement.
   b. Customer shall not engage in any activity in conjunction with the Software or Services that: (i) knowingly violates a third party's terms of service; (ii) violates any applicable law or regulation (including without limitation privacy laws and laws relating to the transfer and processing of Customer Content); (iii) interferes with, disrupts, damages, harms, or accesses in an unauthorized manner the machines, hardware, devices, servers, network data, or other properties or services of any third party, including, but not limited to, Smartlog or Smartlog users; (iv) infringes on the intellectual property rights of others; or (v) violates Smartlog's Acceptable Use Policy, and as may be updated by Smartlog from time to time. Without limiting the foregoing, Smartlog may remove or disable access to content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services, pursuant to the Digital Millennium Copyright Act or as required to comply with

law or any judicial or regulatory or other governmental order or request. In the event that we remove content without prior notice, Smartlog will provide prompt notice following such removal to you unless prohibited by law.

3. As applicable, the Customer will be the seller of record and will be responsible for independently establishing the selling price with respect to the merchandise sold or furnished through the Services or Software or any othermeans. Customer is responsible for ensuring that the offer, advertising, sale, shipment and delivery and/or use of all merchandise and services in all applicable countries complies with all applicable laws. Customer is responsible for providing customer service (if any) to End Users.

4. Third-Party Content, Third-Party Services, and Modifications. Customer may, at its option, decide to utilize Third-Party Content and Third-Party Services, which are governed by separate agreement(s) as between such third parties and Customer and not this Agreement. Smartlog makes no representation, warranty or covenant with respect to, and provides no indemnity for, any Third-Party Content or Third-Party Services. Customer is solely responsible for the installation and deployment of any Third-Party Content, Third-Party Services, and/or if applicable to the Service, Modifications (collectively, "Customization"). This includes any possible negative effect on the Services arising from the use or inability to use any Customization. Customer acknowledges that Customizations may affect the Site(s)' performance andmay result in downtime and/or require increased server or surge capacity which may incur additional fees. It is the responsibility of the Customer to address any performance, availability, or functional issues caused by any Customization.

5. Customer shall maintain at all times the appropriate level of PCI certification as set forth in the PCI Data Security Standards and Payment application Data Security Standards issued by the PCI Security Standards Council, or any successor compliance certificates, including, without limitation, PCI DSS (PCI Data Security Standard) v. 3.2.1 as any such standards may be amended, updated, or revised. Customer shall ensure that the Services and Software do not store, transmit, process or tangentially process any cardholder data of any kind.

6. Customer understands and agrees that Smartlog is not acting on Customer's behalf as a Business Associate or subcontractor (as defined below): (a) the Services may not be used to store, maintain, process or transmit sensitive personal information, including but not limited to financial information, country identifications numbers (such as social insurance, social security, driver's license or passport numbers), or protected health information ("PHI");

7. To the extent applicable to the Services, Customer understands that the performance of the Services is dependent on whether Customer has licensed sufficient computer processing resources, including but not limited to the Maximum vCPU Day Entitlement, as specified on the Order Form. If required, Customer may provision increases to the Maximum vCPU Day Entitlement at pre-negotiated pricing as specified on the Order Form. Customer agrees and acknowledges that Smartlog shall have no liability for any degradation in the functionality of the Services that is attributable to insufficient computer processing resources being provisioned.

IV. SMARTLOG RESPONSIBILITIES.

1. **Privacy**. Smartlog will not: (a) move Customer Content from the Locations selected by Customer; or (b) access, use or disclose Customer Content; except as necessary to maintain and provide the Software, Services and Support Services to Customer, or as necessary to comply with the law or an order of a governmental or regulatory body, or as expressly set forth in this Agreement. Smartlog agrees to comply with the data processing obligations set forth in the Smartlog Data Processing Agreement, either as set forth in an Exhibit hereto, the terms of which are incorporated herein by reference.

2. **Security**. In its delivery of the Services, Smartlog implements commercially reasonable and appropriate measures (as determined by Smartlog) designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure. Furthermore, Smartlog shall comply with its Security, Privacy and Architecture Guide made available and as may be updated from time to time by Smartlog.

3. **Analytics**. Customer grants Smartlog a non-exclusive, worldwide, irrevocable, perpetual, royalty-free right and license to use all Customer data that Smartlog may obtain through: (a) accessing the Sites; (b) providing and supporting the Software or Services; and (c) accessing data from third parties regarding Customer's use of Third-Party Services or Third-Party Content (including analytics data and any unique account identifiers) (d) accessing analytics data and any unique account identifiers provided to Smartlog by Customer for the purposes of: (i) providing Support Services or other services to Customer; (ii) improving the Services, Software and Support Services; (iii) performing analyses related to the Software and Customer's use of the Services and Software (if applicable); and (iv) monitoring the performance and use of the Services and the Software. The foregoing license includes the right for Smartlog to develop and publish or otherwise make available broadly applicable insights regarding aggregated data but only when the data has been aggregated or de-

identified so that such insights cannot reasonably be used to identify Customer or End Users. Examples of Smartlog's use of such aggregated data include, but are not limited to, statistics aggregated across all of Smartlog's customers on metrics such as the size of data sets, the number of users, revenue, number of transactions, and growth rates, as well as to analyze trends and improve product functionality, and for marketing, research, and benchmarking purposes.

4. Smartlog may subcontract or otherwise outsource any part of the Services or any part of its obligations hereunder in its sole discretion and Smartlog will remain solely responsible for the performance of any such subcontractor.

5. **Where applicable**, based on the observed load on the Production Instance, Smartlog may, but is not obligated to, take reasonable action tomaintain the Site(s) performance by proactively increasing server capacity during periods of increased end-user demand.

V. FEES AND PAYMENT.

1. **Subscription Fees**. Customer shall pay the subscription fees ("Subscription Fees") based on certain service configuration items (the "Service Configuration Items") as specified in the Order Form. Changes to the Service Configuration Items requested by Customer may result in changes to the Subscription Fees as set forth in the Order Form, subsections (a)-(b) hereunder, and/or Section 5.2. Customer hereby authorizes Smartlog, if applicable, to charge its credit card or other payment instrument (or issue an ACH transaction) for Subscription Fees, Overage Fees and/or any upgrades to the Services ordered, and any applicable Taxes in arrears or at time of order, as the case may be, and all in accordance with the payment schedule set forth in the Order Form.

    (a) Gross Merchandise Value, Average Order Value, and Subscription Fee Adjustments. Customer acknowledges and agrees that the Subscription Fees specified in the Order Form are based on the GMV and AOV thresholds provided by Customer, and are as set forth on the Order Form and further that the Subscription Fees may be subject to adjustments into higher Subscription Fee tiers if the actual GMV is higher than the GMV threshold. If the Customer's actual GMV for any given Contract Year is higher than the GMV threshold, the Subscription Fees for the subsequent full Contract Year will be adjusted accordingly with then-current pricing. No downward adjustments to lower Subscription Fee tiers will be made under the Agreement, regardless of the actual GMV. Customer acknowledges and agrees that Smartlog has the right to access relevant data stored on the Services and Account to assess and calculate GMV and AOV based on Customer's use of the

Services across all Sites; and (b) Customer shall not interfere in any way with Smartlog's right, access, and/or assessment and calculation of such data. Each such adjustment, if any, is effective for the full duration of the Contract Year for which such adjustment was executed and the adjusted Subscription Fee becomes the Subscription Fee under the Agreement.

(b) Location and Store Views. The Subscription Fees are based on the production Location where the Customer Content will be hosted, as specified on the Order Form. Customer shall not use the Services with more than the number of Store Views specified on the Order Form.

2. **Overage Fees**. Customer shall pay additional fees as set forth on the Order Form in the event that its use of the Services exceeds any of the metrics specified in the Order Form (the "Overage Fees"). Any such Overage Fees will be reflected in an invoice and subject to the payment terms of this Section 5.

3. **Changes to Specifications**. Without limiting anything in this Section 5, Customer may change any of its Service Configuration Items as set forth in the Order Form, with thirty (30) days written Notice, subject to mutual agreement by the Parties and the payment of additional fees (if applicable) which will be made in accordance with the payment terms in this Section5.

4. **On-Boarding Fees**. Customer shall pay Smartlog a one-time on-boarding fee if applicable, in the amount set forth on the Order Form ("On-Boarding Fees").

5. **Payment Terms**. All fees payable by Customer to Smartlog are non-refundable and non-cancellable and are subject to the payment schedule as set forth in the Order Form. All amounts payable by Customer under this Agreement will be paid to Smartlog without setoff or counterclaim and without deduction or withholding, provided that Disputed Amounts will be handled as set forth below. Smartlog may elect to charge Customer interest at the rate of one point five percent (1.5%) per month (or the highest rate permitted by law, if less) on all latepayments.

6. **Disputed Amounts**. For any Disputed Amounts, Customer will provide Notice to Smartlog, including the basis for the dispute (including any supporting documentation), and the parties will meet within thirty (30) days of the date of the Notice to resolve the dispute. If the parties fail to resolve the dispute within such thirty (30) day period, Smartlog may, at its option, terminate this Agreement immediately pursuant to Section7.2 or suspend or restrict provision of or access to the Services and Software (as applicable).

7. **Taxes**. Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and

any penalties, interest, and other additions thereto) that are imposed on that Party with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes. Smartlog may charge and Customer will pay applicable Indirect Taxes that Smartlog is legally obligated or allowed to collect from Customer. Customer will provide such information to Smartlog as reasonably required to determine whether Smartlog is obligated to collect Indirect Taxes from Customer. Smartlog will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes Smartlog a properly completed exemption certificate or a direct payment permit certificate for which Smartlog may claim an available exemption from such Indirect Tax. All payments made by Customer to Smartlog under this Agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by Smartlog is equal to the amount then due and payable under this Agreement.

8. **Audit Rights**. Smartlog may include means within the Services and Software to audit or limit Customer's usage of the Services and Software to ensure such usage is consistent with the terms of this Agreement and to determine Customer's AOV and GMV. Without limiting the foregoing, Smartlog reserves the right, no more than once per Contract Year and for a period of up to two (2) years after each Contract Year, and in all cases with reasonable (but not less than fifteen (15) days' prior written notice), to audit Customer's use of the Services and Software at Smartlog's own expense during normal business hours for the purpose of verifying compliance with and/or any payments due under this Agreement and assessing the Subscription Fees, the GMV and AOV. Such audit can be performed by Smartlog or through an auditor selected by Smartlog. All information and materials made available or otherwise obtained in connection with such audit shall be deemed Customer's confidential information. If the audit shows that payments made by Customer are deficient and/or the actual GMV is higher than the GMV threshold and/or the actual AOV is lower than the AOV threshold, Smartlog may adjust the Subscription Fees in accordance with Section 5.1(a).

VI. TEMPORARY SUSPENSION.

1. Smartlog may temporarily suspend Customer's or any End User's right to access or use any portion of or all of the Services immediately (i) without Notice to Customer in case of (a) below, or (ii) after thirty (30) days' Notice to Customer

and failure by Customer to cure in case of (b) or (c) below, if Smartlog reasonably determines:

  a. Customer's or an End User's use of the Services poses a material risk, adverse impact, or liability to the Services, a third party, Smartlog systems, Smartlog or its Affiliates, or the Content of any other Smartlog customer, or

  b. Customer or any End User is not in compliance with Sections 2, 3, 9 or any licenses granted in applicable Service Description(s); or (c) Customer has any outstanding unpaid Subscription Fees or Overage Fees that are not Disputed Amounts. Smartlog will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Services or Accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

2. **Effect of Suspension**. If Smartlog suspends Customer's or End User's right to access or use any portion of theServices: (a) Customer remains responsible for all fees and charges Customer incurs during the period of suspension;and (b) Customer will not be entitled to any service credits under Support Services for any period of suspension.

VII. TERM; TERMINATION.

1. **Term**. The term of the Agreement shall commence on the execution of this Agreement and expire after the Term set forth in in the Order Form (the "Initial Term"). On expiration of each Term, this Agreement shall automatically renew for additional period(s) for the same duration as the Initial Term (each a "Renewal Term"), unless either Customer or Smartlog provides the other Party with Notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term, as applicable. Any Notice of termination of this Agreement by either Party to the other must set forth a termination date ("Termination Date"). The Subscription Fees for each individual Renewal Term will be the fees set forth on the Smartlog Subscription Fee schedule then in effect as of the first day of the applicable Renewal Term.

2. **Termination**. Without limiting Section 6, either Party may terminate this Agreement for cause upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the material breach remains uncured at the expiration of the thirty (30) day period.

3. **Effect of Termination.**

  a. Upon the Termination Date:

i. Except as provided in Section 7.3(b), all of Customer's licenses under this Agreement immediately terminate and Customer shall cease all use of the Services and Software;

ii. Customer remains responsible for all fees and charges Customer has incurred through the Termination Date; and

iii. Customer will immediately return or, if instructed by Smartlog, destroy all Smartlog Content in Customer's possession;and

b. Post-Termination. Within thirty (30) days of the Termination Date, Customer shall certify in writing to Smartlog that Customer has ceased use of the Software and that all copies or embodiments thereof (including related Documentation) in any form, including partial copies within modified versions, have been destroyed. Customer's access to the Production Instance in Customer's Account will terminate on the Termination Date, however for the thirty (30) days following the Termination Date, Smartlog will (a) not take action to remove any Customer Content as a result of the termination; and (b) will allow Customer to retrieve any remaining Customer Content from the Services; unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject Smartlog or its Affiliates to liability; or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. For any use of the Services after the Termination Date, the terms of this Agreement will apply and Customer will pay the applicable fees as set forth under Section 5 and the Order Form.

VIII. CONFIDENTIALITY.

1. **Confidential Information**. Each Party acknowledges that, as a result of this Agreement, it may gain access to certain Confidential Information of the other Party. "Confidential Information" means the Order Form(s), and all materials, documentation and information, including, but not limited to, techniques, algorithms and processes and technical, business and marketing information, designated or marked by the Party disclosing such documentation and information orally, visually or in writing (the "Disclosing Party") as "proprietary" or "confidential" or the like, or that the other Party (the "Receiving Party") knows to be confidential, or should reasonably consider to be confidential under the circumstances of its disclosure, supplied by the Disclosing Party to the Receiving Party in connection with this Agreement.

2. **Protection of Confidential Information**. During the Term and for a period of five (5) years thereafter, each Receiving Party agrees (a) to hold the Disclosing Party's Confidential Information in strict confidence, using the same degree of (but no less than reasonable) care and protection that it exercises with its own

Confidential Information of a similar nature; (b) not to directly or indirectly disclose or otherwise make available any Confidential Information of the Disclosing Party to a third party; and (c) not to copy or use Disclosing Party's Confidential Information for any purpose other than as necessary to fulfill Receiving Party's obligations or exercise its rights under this Agreement. Each Party will disclose the other Party's Confidential Information only to its employees and authorized contractors with a need to know in order to fulfill such Party's obligations hereunder and who have been informed of and have agreed to abide by the provisions of this Section 8. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is approved in writing by the Disclosing Party or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

3. **Exclusions**. The obligations of this Section 8 will not apply to Confidential Information if such information: (a) is publicly available prior to or at the time of disclosure, or later becomes publicly available through no act of the Receiving Party; or (b) was, prior to disclosure hereunder, rightfully known to the Receiving Party (other than in connection with this Agreement) without confidentialityrestriction.

IX. PROPRIETARY RIGHTS.

1. **Ownership**. Except as specifically set forth herein, each Party shall retain all Intellectual Property rights in such Party's respective Content. As between Customer and Smartlog, Customer (or Customer's licensors) own all right, title, and interest in and to Customer Content. Except as provided in this Agreement, Smartlog obtains no rights under this Agreement from Customer (or Customer's licensors) to Customer Content. Customer shall have no ownership right to the Smartlog Content or any Intellectual Property Rights or technology of Smartlog or any third party, whether by implication, estoppel, or otherwise. Smartlog (and its licensors) owns, and will own, all right, title and interest in and to the Smartlog Content. Customer hereby agrees to take all reasonable actions to allow and assist Smartlog to perfect its ownership rights therein. Smartlog reserves all rights not expressly granted to Customer under this Agreement. To the extent Customer or any of its Affiliates receive any right, title or interest in or to any Smartlog Content, or any Intellectual Property Rights in any of the foregoing,

Customer hereby assigns, and Customer shall cause its Affiliates to assign, to Smartlog all such right, title and interest.

2. **References to Customer**. Unless Customer requests otherwise by providing Notice to Smartlog, Smartlog may use Customer's trade names, trademarks, service marks, logos, domain names and other distinctive brand features ("Customer Marks") in presentations, marketing materials, customer lists, financial reports, and website listings (including links to Customer's website) for the purpose of advertising or publicizing Customer's use of the Software and/or Service. Any such usage of Customer Marks shall be in accordance with Customer's trademark guidelines, as provided to Smartlog in writing.

3. **Contractors**. Subject to the terms and conditions of this Agreement, Customer may permit authorized third parties to access the Services and Software (as applicable) provided, that (i) the third party is bound by a valid and enforceable written agreement with Customer, at least as protective of Smartlog as this Agreement, including without limitation Section 2 and any licenses and restrictions contained in the applicable ServiceDescription(s), solely as needed to provide the contracted services to Customer in connection with the Services and Software hereunder; and (ii) Customer shall be responsible for all acts and omissions by such third party as if they were Customer's acts andomissions.

4. **Feedback**. If Customer elects to provide any suggestions, requests for changes, comments or other feedback to Smartlog or its Affiliates regarding its products or services ("Feedback"), Smartlog and its Affiliates will be entitled to use and commercially exploit the Feedback without restriction and with no obligation to Customer.

X. INDEMNIFICATION.

1. **By Customer**. Customer will defend, indemnify, and hold harmless Smartlog, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any claim concerning: (a) Customer's or any End User's use of the Services or Software in a manner not authorized by this Agreement or as described in the Documentation; (b) Customer's breach of any representation, warranty, covenant, or obligation of Customer under this Agreement, including, for avoidance of doubt, any breach of Section 3; (c) alleged infringement or misappropriation of any third party's patent, copyright, trademark or trade secret by Customer Content or Modifications (if any), or by the use, development, design, production, advertising or marketing of such Customer Content or Modifications (if any); or (d) a dispute between Customer and any End User, or any third party.

2. **By Smartlog**. Smartlog will defend, indemnify, and hold harmless Customer and its Affiliates against claims brought against Customer by any third party alleging that Customer's use of the Smartlog Content in accordance with the terms and conditions of the Agreement, constitutes a direct infringement or misappropriation of a third party's patent, copyright, trademark, or trade secret. Smartlog will pay damages finally awarded against Customer (or the amount of any settlement Smartlog enters into) with respect to such claims. Smartlog's indemnity obligation in this Section shall not extend to the extent any claims arise out of or relate to (i) a modification of the Smartlog Content by any party other than Smartlog without Smartlog's prior written consent; (ii) a combination of the Smartlog Content, or any part thereof, with hardware or software where the combination is the basis of the claim or the claim could not have been asserted but for such combination; (iii) use of other than the most current version of the Smartlog Content that has been provided to Customer, if infringement could have been avoided by use of such current version; (iv) Third-Party Content; (v) Customer's indirect infringement or any enhanced damages caused by Customer's willful infringement; (vi) Customer's violation of any applicable law or third party rights; (vii) any actions or losses for which Customer is obligated to indemnify Smartlog pursuant to Section 10.1; (vii) use of Smartlog Content in any manner for which there is not a current and paid up subscription or license for the Smartlog Content and Support Services; (viii) use of the Smartlog Content other than in accordance with this Agreement and Documentation; (ix) Customer's failure to implement any updates or other modifications or replacements of the Software made available to Customer by Smartlog or as directed by Smartlog; or (x) Smartlog's compliance with any designs, materials, specifications or instructions provided by Customer. In the event that a court holds that the Smartlog Content, or if Smartlog believes a court may hold that the Smartlog Content infringes any third party Intellectual Property Right, Smartlog may in its sole discretion, do one of the following: (a) obtain for Customer the right to continue using the Smartlog Content; (b) replace or modify the Smartlog Content so that it becomes non- infringing while providing substantially equivalent performance; or in the event Smartlog determines in its sole discretion that (a) and (b) are not commercially reasonable options (c) terminate this Agreement, accept return of any Software provided to Customer and refund Customer a pro rata amount of the prepaid but unused Subscription Fees paid to Smartlog based on the percentage of the remainingTerm.

3. **Process**. Each Party's obligations under this Section 10 are subject to the Party seeking indemnification ("Indemnitee"): (i) giving the other Party ("Indemnitor")

prompt written notice of any such claim in such detail as the Indemnitor may reasonably request; (ii) providing the Indemnitor with reasonable assistance in defending such claims, at the Indemnitor's expense; (iii) allowing the Indemnitor to have sole control of the defense or settlement of any claim under this Section 10; and (iv) not entering into any settlement or compromise of a claim without the Indemnitor's prior written consent.

4. **Entire Liability**. THIS SECTION 10 STATES SMARTLOG'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT CLAIMS RELATED TO THE SOFTWARE OR SERVICES.

XI. WARRANTY AND DISCLAIMERS.

(a) **Limited Warranty and Remedy for Services**. Smartlog warrants that the Services, as paid for by and delivered to Customer, will substantially conform to the applicable Documentation during the Term. Customer must notify Smartlog of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and Smartlog's sole liability under or in connection with this warranty will be for Smartlog to undertake commercially reasonable efforts to correct the condition.

(b) **Limited Warranty and Remedies for Software**. Smartlog warrants that the Software, as paid for and delivered, will substantially conform to the applicable Documentation for 90 days following the execution of the initial Order Form that the Software. Customer must make these warranty claims, describing in reasonable detail the condition giving rise to the claim to Smartlog within this 90-day period. To the extent permitted by law, Customer's sole and exclusive remedy and Smartlog's sole liability under or in connection with this warranty will be for Smartlog to undertake commercially reasonable efforts to correct the condition.

(c) **Implied warranties**. to the maximum extent permitted by law and except for the express warranties in this agreement, smartlog provides the software and services on an "as-is" basis. smartlog, its affiliates, and third-party providers disclaim and make no other representation or warranty of any kind, express, implied or statutory, including representations, guarantees or warranties of merchantability, fitness for a particular purpose, title, non-infringement, or accuracy. customer acknowledges that (a) neither smartlog, its affiliates nor its third party providers controls customer equipment or the transfer of data over communications facilities (including the internet); (b) the software and services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications

facilities (including search engines and social media channels); and (c) it is fully responsible to install appropriate security updates and patches. smartlog, its affiliates, and its third party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.

XII. LIMITATION OF LIABILITY.

(a) Neither party will be liable to the other party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits; loss of reputation, use, or revenue; loss or corruption of data; or interruption of business.

(b) The maximum aggregate liability of each party for each and all claims (individually and together) under or relating to this agreement or its subject matter is limited to an amount equal to the aggregate of the fees payable by customer under this agreement during the 12 months before the initial claim.

(c) Sections 12 (a) and 12 (b) (limitation of liability):

(i) Apply regardless of the form or source of claim or loss, whether the claim or loss was foreseeable, and whether a party has been advised of the possibility of the claim or loss; and

(ii) Do not apply in any breach of section 3 (customer responsibilities), section 8 (confidentiality), customer's use of the software or services beyond the scope of any license or subscription granted under this agreement, or customer's failure to pay any amounts owing to smartlog under this agreement.

XIII. MISCELLANEOUS.

1. **Assignment**. Smartlog may assign this Agreement, or transfer any right or delegate any duty hereunder. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, by operation of law or otherwise, without Smartlog's prior written consent, not to be unreasonably withheld. Any purported assignment, delegation or transfer in violation of this Section shall be null and void. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

2. **Counterparts; Facsimile**. This Agreement may be executed by click agreement acceptance (where available) or executed by facsimile or by electronic signature in a format approved by Smartlog, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

3. **Entire Agreement**. This Agreement includes the Smartlog Data Processing Agreement and Order Form(s), and is the entire agreement between Customer and Smartlog regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Smartlog, whether written or verbal, regarding the subject matter of this Agreement. Smartlog will not be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document; (b) related to any online registration, response to any request for bid, request for proposal, request for information, or other questionnaire; or (c) related to any invoicing process that Customer submits or requires Smartlog to complete. If the terms of this document are in conflict or inconsistent with terms expressly incorporated herein by reference, the terms contained in this document will control, except that the Smartlog Data Processing Agreement will control over this document insofar as applicable to personal data processing obligations. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If there is a conflict between the Agreement and the terms and conditions of the Order Form, the terms and conditions of the Agreement shall control to the extent of the conflict, unless the Parties agree to expressly override in the OrderForm.

4. **Force Majeure**. Except for payment obligations, neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

5. **Governing Law, Venue**. This Agreement is governed by and construed under the laws of the state of California, without regard to any conflict of law rules or principles, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. The Parties irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in the County of Santa Clara, state of California, provided however, Smartlog will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement or to enforce its intellectual property rights.

6. **Independent Contractors; Non-Exclusive Rights**. Smartlog and Customer are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Party, or any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

7. **Publicity**. Except as permitted by Section 9.2, to the extent required by applicable law, or as mutually agreed by the Parties, neither Party will issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Software or Services.

8. **Notice**. All notices shall be in writing and sent by first class mail or overnight mail (or courier), transmitted by facsimile (if confirmed by such mailing), or email (if receipt is confirmed), to the addresses indicated on the Order Form, or such other address as either Party may indicate by at least ten (10) days' prior written notice to the other Party (each, a"Notice").

9. **No Waivers**. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such Party's right to enforce such provision at a later time. All waivers by a Party must be provided in a Notice to be effective.

10. **Severability**. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

SMARTLOG COMMERCE ACCEPTABLE USE POLICY.

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services offered by Smartlog, Inc and its affiliates. We may modify this Policy at any time by posting a revised version on the Smartlog Site. By using the Services or accessing the Account, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services. In the event of a conflict between this Policy and the Smartlog Commerce Services Agreement or other agreement with us governing your use of our Services (the "Agreement"), this Policy shall control, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

I. NO ILLEGAL, HARMFUL, OR OFFENSIVE USE OR CONTENT

You may not use, or encourage, promote, facilitate or instruct others to use, the Services or Account for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.

Harmful or Fraudulent Activities. Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.

Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.

Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.

Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

II. NO SECURITY VIOLATIONS

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

Interception. Monitoring of data or traffic on a System without permission.

Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

III. NO NETWORK ABUSE

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on Smartlog Systems, Smartlog's Access to your Account, or other access and storage restrictions.

IV.   NO E-MAIL OR OTHER MESSAGE ABUSE .

You will not use the Services to distribute, or otherwise facilitate the distribution of unsolicited e-mail or other messages. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider. You will comply with the requirements of the CAN-SPAM Act and similar laws.

V.   OUR MONITORING AND ENFORCEMENT

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or the Account. We may:

- investigate violations of this Policy or misuse of the Services or Account; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the Account.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

VI.   REPORTING OF VIOLATIONS OF THIS POLICY

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation.

SMARTLOG SUPPORT SERVICES TERMS AND CONDITIONS.

The following terms and conditions detail the provision of support services by X.commerce, Inc. d/b/a Smartlog, Inc. and its Affiliates ("Smartlog") to an eligible entity ("Customer") for the applicable On-premise Software and Managed Services (each a "Product" and collectively "Products"). Smartlog may modify these Support Terms at any time in its sole discretion, or its successor location. Notwithstanding the foregoing, Smartlog agrees that there will be no material diminishment in the benefits provided to Customer under these Support Terms during Customer's License Term (as set forth in Customer's Order Form). In the event of a conflict between these Support Terms and the Customer's commercial agreement with Smartlog (the "Agreement"), the Agreement shall control, but only to the extent of such conflict. For clarity, these Support Terms do not apply to any On-demand Services, pre-release and/or beta features and products, Early Adopter Programs, or development licenses. Capitalized terms used herein, but not defined, shall have the meanings set forth in the Agreement.

Subject to Customer's payment of the applicable fees and Customer's compliance with the Agreement, Smartlog will provide the following Support Services with respect to the Products:

I.   SUPPORT COMMITMENT

1.   Definitions.

"Incident" means an unexpected failure or degradation in the quality of operation of the Products which is reported to Smartlog by Customer.

"Excluded Services" means (i) support for any issues resulting from or relating to Customer Content, Modifications, Customer Customizations, Third-Party Services, Third-Party Content, or any code other than the software provided to Customer by Smartlog; (ii) any services which Customer is responsible for providing pursuant to Section 1.2; and (iii) Enhancement Requests (as defined below).

"Enhancement Request" means a recommendation for future product enhancement or modification to add official support and documentation for an unsupported or undocumented feature, or features that do not exist in the Products.

"Priority 1" ("P1") – A P1 is a catastrophic production Incident within the Products that severely impacts the Customer Site, causing the Customer Site operated using the Products to cease from operating or accepting orders, or because of which the

Customer Site operated using the Products is completely down or not functioning, or that results in a loss of production data and no work around exists. P1 Incidents must be reported within our ticketing system followed by a phone call to Smartlog's toll-free support telephone number in order to expedite resolution. Smartlog will use continuous efforts, with appropriate escalation to senior management, to provide a resolution for an P1 Incident as soon as is commercially reasonable

"Priority 2" ("P2") – A P2 is a major Incident within the Products where the Customer's system is functioning but in a reduced capacity, or the Incident is causing significant impact to portions of the Customer's business operations and productivity, or the On-premise Software is exposed to potential loss or interruption of service. Incidents existing in a non-production environment that would otherwise qualify as a P1 if they were in a Production Environment, qualify as P2. Smartlog will work during its normal hours of operation to provide a resolution for an P2 Incident as soon as is commercially reasonable.

"Priority 3" ("P3") – A P3 is a medium-to-low impact Incident that affects certain partial and/or non-critical functions of a Customer Site operated using the Products, or that impairs some operations but allows Customer's operations to continue to function. Incidents for which there is limited or no loss or functionality or impact to Customer's operation qualify as P3. Smartlog will use reasonable efforts during its normal hours of operation, to provide a resolution for any P3 Incident in time for the next Minor release (as defined below) of the On-premise Software.

"Priority 4" ("P4") – A P4 is a general usage question or issue that may be minor or cosmetic in nature or documentation related and may include issues Smartlog deems to be Enhancement Requests, but which do not cause the Products to cease to function without interruption. Smartlog will use efforts during its normal hours of operation, to provide a reasonable resolution or work-around for any P4 Incident. Smartlog will take Enhancement Requests into consideration in the product management process, but has no obligation to deliver enhancements based on any Enhancement Request.

2.   Customer Obligations.

Customer or Customer's Implementation Team (as defined herein) or Development Consultant will be responsible for implementation services including the set up and configuration of the Products, as well as the prompt installation of all patches, updates, and upgrades to the On-premise Software, as provided by Smartlog. Customer shall provide commercially-reasonable cooperation and full information to Smartlog with respect to the furnishing of Support Services. Customer shall designate one or more support contacts that are authorized to engage Support

Services personnel. If Customer has purchased the license from a Smartlog-authorized reseller, Customer shall contact their Smartlog-authorized reseller for assistance.

3.   Smartlog Obligations.

Smartlog will use commercially-reasonable efforts to respond to Incidents as set forth below in the INCIDENT PRIORITIES AND INITIAL RESPONSE TIME TARGETS table to the extent such Incidents are not the result of Excluded Services, all as reasonably determined by Smartlog:

INCIDENT PRIORITIES AND INITIAL RESPONSE TIME TARGETS AFTER CONFIRMATION*

Managed Services Support Level	P1 (24 hours X 7 days a week)	P2 (Local business hours 8:30 am to 5:00 pm)	P3 (Local business hours 8:30 am to 5:00 pm)	P4 (Local business hours 8:30 am to 5:00 pm)
Smartlog Commerce Pro: Cloud	Within 1 hour	Within 4 hours	Within 6 hours	Within 3 business days
Smartlog Commerce Starter: Cloud	Within 1 hour	Within 4 hours	Within 6 hours	Within 3 business days

*For all Incidents submitted online, Incident receipt will be confirmed via Smartlog's Customer Help Center ticketing system. Smartlog's toll-free Support telephone line is reserved for Priority 1 Incidents only. Customer may also submit a support ticket online, for all Incident Priority levels. Upon receipt of a properly submitted Incident, Support Services shall be prioritized in accordance with the Priority levels set forth above.

II.   SUBCONTRACTORS

Smartlog reserves the right to subcontract any or all of the work to be performed under these Support Terms, and Smartlog retains responsibility for any work so subcontracted.

III.   MISCELLANEOUS

Smartlog will provide Support Services to Customer during the License Term identified in the Order Form and shall be governed by these Support Terms and the Agreement. Customer's obligation of payment of monies due under these Support Terms shall survive termination of these Support Terms or the Agreement. Customer

acknowledges and agrees that Smartlog shall have the right to terminate the provision of Support Services upon nonpayment of any fees due to Smartlog.

SMARTLOG SECURITY, PRIVACY, SMARTLOG ORDER MANAGEMENT.

Thank you for putting your trust in Smartlog. We are committed to our Customers and are sharing information around the architecture, security and privacy measures and processes undertaken with respect to our Smartlog Order Management ("SOM").

I. SECURITY CONTROLS

The Services include a variety of configurable security controls for the Customer's authorized administrators. These controls include, but are not limited to:

- Various user access management controls.
- Various password complexity controls.
- User access logs for the Customer's instance are available for review and export, where applicable.
- Other logical controls.

II. SECURITY POLICIES/PROCEDURES

1. Smartlog Commerce is operated under a "Shared Responsibility Security Model"; documentation is available upon request from the Smartlog Support organization. In this model, different parties have different areas of responsibilities for maintaining the security of the system. This approach allows for both flexibility and use of best-of-breed cloud technologies.

2. In addition, the Services are operated in accordance with the following policies and procedures to enhance security:

   - User passwords are not transmitted unencrypted.
   - User passwords are stored using a salted hash.
   - Log files for the Customer's instance are available for review and export, where applicable.
   - Internal system accounts are reviewed on a regular basis.
   - Logs are stored securely.
   - Access is logged unless specifically disabled by Customer

3. Although Customers retain the primary responsibility for security monitoring of their production instance(s), Smartlog, or an authorized third party, will monitor the Services for unauthorized intrusions using intrusion detection mechanisms. Smartlog may analyze data collected by users' web browsers (e.g. device type,

screen resolution, time zone, operating system version, browser type and version, system fonts, installed browser plug-ins, enabled MIME types, etc.) for security purposes, including for incident detection and response, to prevent fraudulent authentication, and to determine that the Services function properly.

4. All Smartlog production systems used in the Services, including firewalls, routers, operating system, log information to the respective system log facility or a centralized log collection server in order to enable security reviews and analysis.

III.   INCIDENT MANAGEMENT

1. Smartlog maintains a security incident management program. Upon detection of a security incident, Smartlog undertakes an internal investigation and where appropriate, remediation process, up to and including notification to impacted individuals, all in accordance with applicable law.

2. Without limiting the above, with respect to the Services, the Customer shall be responsible for any security incident relative to accounts provisioned by the Customer or their respective solutions integrator. For Smartlog Commerce, Customer shall remain responsible for any security incident caused by, in whole or in part, the Customer's modification or customization of Smartlog Commerce, any plug-in or non-Smartlog extension, failure to apply a security patch in a timely manner, or other negligence caused by the Customer or its solution integrator.

IV.   USER AUTHENTICATION.

The Services allow Customers to customize many logical access management controls to provision and manage access. Access to the Services requires a valid user ID and password combination, which are encrypted via TLS while in transmission. Passwords are hashed and salted and only the hash is stored by the Services.

V.   PHYSICAL SECURITY.

Production data centers used to provide the Services have access control systems. These systems permit only authorized personnel to have access to secure areas. These facilities are designed to withstand adverse weather and other reasonably predictable natural conditions, are secured by remote surveillance monitoring, multi-layered access controls, badged access, and are also supported by on- site backup generators in the event of a power failure.

VI.   RELIABILITY AND BACKUP.

The Services architecture is designed to be highly redundant and reliable. Should a Customer's primary data center encounter a disaster that prevents it from functioning, formal processes are in place to restore the Customer's production-level Services.

Customer data submitted to the Services is stored on a primary database server with a replicated copy for high availability and performance. All Customer data submitted to the Services, up to the last committed transaction, is automatically replicated daily to another location. In the event that production facilities for the Services hosting the Customer's primary data center were to be rendered unavailable, redundant hardware, software, and equipment are in place.

VII. THIRD PARTY FUNCTIONALITY

1. Smartlog may use third parties to protect Smartlog Commerce Customers from Denial of Services ("DDoS") attacks. If an attack occurs, a third party may be used to identify and block malicious online traffic. Information about website traffic and the targeted website may be accessed by the third party to enable these functions.

2. Smartlog's Services undergo security assessments by internal personnel and third parties, which include infrastructure vulnerability assessments and application security assessments, on a regular basis. Customers are responsible for conducting vulnerability assessments and/or penetration test on their respective production sites.

VIII. RETURN/DELETION OF CUSTOMER DATA.

Following termination or expiration of the Customer's subscription to the relevant Services, the Customer has thirty (30) days to access its account and download or export Customer data. Following such thirty (30) day period, Smartlog will promptly deprovision the Customer environment and all Customer data in Smartlog systems or otherwise in its possession or under its control shall be subject to deletion.