

## STANDARD TERMS AND CONDITIONS FOR CONSUMER CONNECT SERVICES

These Standard Terms and Conditions for Consumer Connect Services (these “T&C’s”) together with the Commerce Services Standard Terms and Conditions (“Standard Terms”) govern the Client’s acquisition and use of the Services described herein. By signing the Statement of Work, Amendment or other contract referencing these T&Cs (an “SOW”), you accept the terms of these T&C’s and agree to be bound by them for so long as you use the Services.

### 1. Definitions

- 1.1. “**Client Content**” means all information, data and other content (including, photographs, images, graphics, videos, logos, designs and other source identifiers and works of authorship) that are directly or indirectly, uploaded or otherwise made available or accessible to the Platform or otherwise to Service Provider by, or on behalf of, Client in connection with the Services.
- 1.2. “**Platform**” means Service Provider’s proprietary software platform that Service Provider will make available to Client in connection with the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.
- 1.3. “**Resulting Data**” means information, data, and other content that is derived or otherwise resulting from processing Client Content and/or Tracking Data (whether individually or in combination) in connection with the Services.
- 1.4. “**Service Provider Property**” means the Services, the Platform (including all templates and designs available thereon), Feedback, Blind Data, and Resulting Data and any inventions, discoveries, designs, methods, trade secrets, works-of-authorship, ideas or information made or conceived or reduced to practice by the parties related thereto or derivative thereof, including all associated intellectual property and other proprietary rights embodied in or arising from any of the foregoing.
- 1.5. “**Tracking Data**” means parcel tracking-related information, data and other content that Service Provider uses, or otherwise requires, to provide the Services. For the avoidance of doubt, Tracking Data may be created by Service Provider or supplied by a third party.
- 1.6. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the SOW, and if not set forth therein, as ascribed in the Framework Agreement, and if not set forth therein, as ascribed in the Standard Terms.

### 2. Client Obligations

- 2.1. Privacy Policies; Permissions. Client shall: (a) implement and maintain a privacy policy or other agreement or acknowledgment that accurately and clearly describes Client’s provision of its customers’ data and personal information to Service Provider in connection with this Agreement (“**Privacy Policy**”), and (b) ensure each such customer knowingly and affirmatively agrees to the applicable Privacy Policy. Without limiting the following, Client shall obtain and maintain all rights, licenses and other permissions from its customers necessary for Service Provider to provide the Services.
- 2.2. Platform Users. Client may allow such number of its employees as it desires to use the Platform; provided, however, as a condition to such use, each user must abide by the usage and other restrictions set forth in Section 3 and any other end-user terms of use which Service Provider may adopt from time to time. As between Client and Service Provider, Client is solely responsible for use of the Platform by any user utilizing Client’s account (whether or not authorized by Client). Client must immediately notify Service Provider of any violation of the restrictions set forth in Section 3 by any user utilizing Client’s account upon becoming actually or constructively aware of such violation, and Client shall be, as between Client and Service Provider, solely and wholly liable for any such violation.
- 2.3. Security and Systems. Client is solely responsible for (a) securing, and maintaining the confidentiality of, any of its account and other information, including passwords, relating to the Platform or Services, (b) obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use the Services, including hardware, software, operating systems, networking and other similar technology, and (c) backing-up Client Content and Resulting Data. Client hereby acknowledges it will not have access to Client Content or Resulting Data through the Platform following the expiration or termination of the SOW.
- 2.4. Feedback. Client shall provide feedback to Service Provider concerning the functionality, performance and other aspects of the Services and Platform from time to time as reasonably requested by Service Provider, including, without limitation, identifying potential errors and suggesting potential improvements (collectively, “**Feedback**”).

2.5. Cooperation. Without limiting any other obligation in this Section, Client shall reasonably cooperate with Service Provider in all matters relating to the Services, including responding promptly to any request by Service Provider to provide direction, information, approvals, authorizations, access, materials or decisions for purposes of providing the Services.

### 3. Platform Restrictions and Changes

- 3.1. Prohibited Uses. Client shall not, and shall not permit any other person to, access or use the Platform except as expressly permitted by this Agreement. Without limiting the foregoing, Client shall not, and shall not permit, direct or encourage any Authorized User or other person to, directly or indirectly: (a) in whole or part, reverse engineer (except to the extent permitted by law), decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms of the Platform or any software, documentation or data related thereto, (b) modify, translate, or create derivative works based on the Platform, (c) use the Platform for timesharing or service bureau purposes or other computer service to a third party, (d) modify, remove or obstruct any proprietary notices or labels from the Platform, or (e) use the Platform or Services in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with the Services. For the avoidance of doubt, Service Provider’s proprietary processes, patterns, structure, ideas, know-how and algorithms related to the Platform are Service Provider’s Confidential Information and subject to Section 6 of the Standard Terms.
- 3.2. Prohibited Content. Client shall not, and shall not permit, direct or encourage any person to, directly or indirectly, submit to, or process through, the Services any Client Content that (a) is defamatory, harmful to minors, obscene, indecent, pornographic, libelous, threatening, harassing, false, misleading or inaccurate, (b) contains or causes to be placed on Service Provider’s or other third party’s systems any Trojan horses, worms, viruses or programming routines intended to interfere, damage, corrupt, surreptitiously intercept or expropriate any system, data or personal information, (c) violates any applicable local, state, federal or foreign law, rule or regulation, including privacy laws and standards and those relating to the marketing, advertisement or sale of goods or services, (d) contains any health, medical, financial or other protected information of any individual or any information of any person under the

age of 13, or (e) infringes, misappropriates, dilutes or otherwise violates the intellectual property or proprietary rights of any person.

3.3. **Changes to Platform.** Service Provider may, in its sole discretion, make any changes to the Services or Platform it deems necessary or useful to: (a) maintain or enhance the quality, delivery, efficiency, performance, or competitive strength of its services, or (b) comply with applicable Law.

4. **Intellectual Property Ownership and Licenses**

4.1. **Ownership.** Client Content shall be considered Client Owned Property and Service Provider Property shall be considered Company Owned Property (as such terms are defined in the Standard Terms). To the extent Client has or acquires any right, title or interest in to or under any Service Provider Property, Client hereby assigns all such right, title and interest, in, to and under such Service Provider Property to Service Provider.

4.2. **Client Content Licenses; Blind Data.** Notwithstanding anything to the contrary contained in the Standard Terms, including Section 7 thereof, Client hereby grants Service Provider a non-exclusive, worldwide, fully paid-up, royalty free, sub-licensable and transferable: (a) license to reproduce, transmit, distribute, process and otherwise use and exploit Client Content as necessary or useful to perform the Services (including to generate Resulting Data) and to otherwise exercise its rights hereunder, (b) perpetual license to use Client Content to collect, develop, create, extract and otherwise generate statistics and other information, and to compile, synthesize and analyze such data ("**Blind Data**"), (c) perpetual license to use Client Content to the extent necessary for Service Provider to exercise its full rights in Resulting Data, and (d) license to display, distribute and otherwise use Client's name, logos and other identifying marks to identify Client as a customer of Service Provider in compliance with any branding guidelines provided by Client.

4.3. **Resulting Data License.** Service Provider hereby grants Client a non-exclusive license to reproduce, use, display,

create derivative works of and otherwise exploit Resulting Data that Service Provider makes available to Client through the Platform or otherwise in connection with the Services.

4.4. **Integration.** If Client desires for a contractor, vendor or any other third-party to access Service Provider Owned Property in connection with Client's receipt of Services (including in connection with any systems integration), such third-party must agree in writing to be bound by Service Provider's terms and conditions with respect to such access. Nothing herein will be deemed to grant, by implication, estoppel or otherwise, Client any rights to sublicense, share, or otherwise make available Service Provider Owned Property to any third-party, including vendors of Client.

5. **Termination**

5.1. **For Cause.** Service Provider may terminate the SOW immediately on notice to Client, if Client breaches Section 2.1, 2.2, 2.3, 3.1, or 3.2 of these T&Cs.

5.2. **Effects of Termination.** Upon expiration or termination of the SOW for any reason Client must immediately cease all use of and access to the Platform (and Service Provider may disable all Client access thereto).

6. **Additional Disclaimers.** Without limiting the SOW, Standard Terms or anything contained in these T&Cs, and for the avoidance of doubt: (a) RESULTING DATA IS NOT GUARANTEED TO BE COMPLETE, ACCURATE, OR WITHOUT ERRORS AND CLIENT SHOULD EXERCISE JUDGMENT IN ITS USE THEREOF, (b) SERVICE PROVIDER DOES NOT PROVIDE ANY LEGAL, TAX OR OTHER PROFESSIONAL ADVICE AND CLIENT SHOULD CONSULT WITH ITS PROFESSIONAL ADVISERS TO CONFIRM, INTERPRET, AND APPLY RESULTING DATA—SERVICE PROVIDER HAS NO LIABILITY TO CLIENT FOR CLIENT'S RELIANCE ON RESULTING DATA, AND (c) SERVICE PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR DATA ERRORS THAT ARE THE RESULT OF TRACKING DATA PROVIDED TO SERVICE PROVIDER.

7. **Indemnification.** Client shall indemnify and hold harmless Service Provider and its affiliated and controlling entities, and its and their directors, employees, officers and agents (each, a "**Service Provider Indemnitee**") from all liabilities, fines,

damages, losses, deficiencies, judgments, interest, awards, penalties costs and expenses of whatever kind (including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) and defend the Service Provider Indemnitees against any third party (including Client's customers or a governmental authority) claim, suit, action or proceeding, in each case, arising out of, resulting from or related to: (a) Client's or any of Client's customer's employee's, consultant's, vendor's or agent's actual or alleged violation of Law in connection with its or their use of the Platform or Services, (b) Client Content (or a Service Provider Indemnitee's use thereof pursuant to this Agreement), actually or allegedly infringing, misappropriating, diluting or otherwise violating any intellectual property or proprietary right of any person, and (c) Client's obligations under or breach of Section 2.1, 2.2, 2.3, 3.1, or 3.2 hereof.

8. **Liability Cap.** Notwithstanding Section 8.3 Clause 2 of the Standard Terms, TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S LIABILITY TO THE OTHER FOR ALL DAMAGES AND INDEMNITY OF ANY KIND ARISING UNDER OR RELATING TO THE SOW IS CAPPED SUCH THAT THE CUMULATIVE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS SHALL NOT EXCEED THE LESSER OF (i) \$1,000,000, OR (ii) THE AMOUNTS PAID BY CLIENT TO COMPANY UNDER THE SOW FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM. THE FOREGOING LIMITATIONS WILL NOT APPLY TO (a) ANY CLAIMS FOR PERSONAL INJURY OR DEATH; (b) ANY CLAIMS BASED UPON A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (c) ANY CLAIMS BASED ON A WILLFUL VIOLATION OF EITHER PARTY'S PROPRIETARY RIGHTS; (d) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (e) ANY CLAIMS FOR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; OR (f) CLIENT'S INDEMNIFICATION OBLIGATIONS AND ANY LIABILITY ARISING THEREUNDER. FOR PURPOSES OF CLARIFICATION, IN NO EVENT WILL AMOUNTS DUE AND PAYABLE TO COMPANY UNDER THE SOW BE DEEMED SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

----End of Standard Terms and Conditions for Consumer Connect Services----