

SHOPPINGFEED TERMS AND CONDITIONS

1. **Applicability.** These Terms and Conditions (these “**Terms**”) govern the use of e-commerce flow management software (“**Software**” as further defined herein), and other related services (collectively “**Services**” as further defined herein) licensed to you (“**Customer**”) from Shopping Feed Inc., 60 Broad Street Suite #3503, New York, NY 10004 (“**Shoppingfeed**”) (each a “**Party**” and collectively “**Parties**”). Customer may be referred to in this Agreement as “You,” “you,” “Your,” or “your.” Your order form (the “**Purchase Order**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms are applicable to United States customers only, if you are in Europe or other jurisdiction, a different set of terms and conditions will apply. Fulfillment of the Purchase Order or otherwise providing Software or Services to Customer constitutes Customer’s acceptance of these Terms. Additionally, our Privacy Policy (“**Privacy Policy**”) available at www.shoppingfeed.com/privacy-policy informs you of Shoppingfeed’s collection and use of your information, including your Personal Information as defined in the Privacy Policy, in relation to your use of our Services.

2. **Explanation of Services.** Shoppingfeed offers Customers the Software, which is a flow management software solution for use in connection with e-commerce websites. The Software and Services (if any) make it possible to manage, distribute, and optimize the visibility of the product catalogs of e-commerce websites on or through distribution channels. The Software generally includes two components: (1) a “**Solution**” used for processing the catalog of products from an e-commerce website, sending the processed data to one or more distribution channels, and the receipt of feedback of order information from the distribution channels; and (2) a “**Back-Office**” platform for managing the flow of data between the e-commerce website and distribution channels. The Solution and the Back-Office are herein collectively referred to as the “**Software**.” Software is provided to Customer via a cloud service, i.e., software-as-a-service, in accordance with this Agreement and your Purchase Order. Shoppingfeed may provide Customer with other services ancillary or related to the Software, from time to time, in accordance with your Purchase Order. Software and such other ancillary or related services are herein collectively referred to as “**Services**.”

3. **Software.**

a. **License.** Shoppingfeed grants to Customer during the Term (defined below): (1) a limited, non-exclusive right and license to use and access the Software, and the right to authorize the use of the Software by the number of users specified in the Purchase Order (“**Authorized Users**”); and (2) the right to prepare, reproduce, print, download and use copies of documentation (“**Documentation**”) as may be useful for use of the Software. Shoppingfeed shall electronically deliver or make available the Software such that no tangible media passes to Customer. Customer will be responsible for obtaining Internet connections and other third-party software and services necessary for it to access the Software.

b. Authorization Limitations and Restrictions. Customer shall not permit any other person to, access or use the Software except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software to any person (other than Authorized Users), including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (ii) bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of his or her own then valid access credentials; (iii) input, upload, transmit or otherwise provide to or through the Software, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (iv) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Software or Shoppingfeed's provision of services to any third party, in whole or in part; (v) remove, delete, alter or obscure any trademarks, specifications, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services, including any copy thereof; or (v) otherwise access or use the Software beyond the scope of the authorization granted in this Agreement. Shoppingfeed reserves the right to terminate this Agreement and/or terminate any Authorized User's access and use of the Software in the event of a breach of the foregoing or any other terms or conditions of this Agreement.

c. Software Modifications. Shoppingfeed reserves the right to and may at any time: (i) enhance, modify or remove any feature(s) or functionality of the Software; (ii) add additional service offerings; or (iii) remove service offerings (parts (i) – (iii) collectively, "**Service Revisions**"). Shoppingfeed may but is not obligated to notify Customer of any material Service Revisions that will substantially impact Customer's use of the Software. Unless and only to the extent Shoppingfeed provides otherwise, any Service Revisions will become effective immediately upon their implementation by Shoppingfeed. Customer's and any Authorized User's continued use of any Software after any Service Revisions become effective constitutes Customer's and that Authorized User's acceptance of the Service Revisions.

d. Maintenance. At any time, with or without notice and without Shoppingfeed liability to Customer or any Authorized User, all or part of any Software may be suspended: (i) in order to maintain (e.g. update, modify, upgrade, patch or repair) the Software or any part or aspect of its infrastructure; (ii) as Shoppingfeed determines may be required by applicable law; (iii) as Shoppingfeed determines to be necessary to protect its system or any part thereof, or any other party of its infrastructure, from unauthorized access or any attack; or (iv) as the result of technical issues or system failures. Although not obligated to do so, Shoppingfeed will make a good faith effort to notify Customer in advance of any scheduled suspension of the applicable Shoppingfeed Products or Services.

4. Accounts. To become a Customer and to access the Software and/or Services, are required to create an account ("**Account**"). You may register directly via the Site or through your sales representative or as described in this Section. As a Customer, your Account will be created based upon the data you provide to us. As a Customer, you are solely responsible for your Customer Content (defined below) and your interactions with other members of the public, including Customers. Aware that SHOPPINGFEED is a software program and not an

agency, the Customer also assumes sole responsibility for monitoring his or her Data. The deactivation or reactivation of the alerts proposed in the SHOPPINGFEED software is also the responsibility of the Customer. Once the Customer has notified SHOPPINGFEED, SHOPPINGFEED undertakes to propose a solution to resolve the problem within the timeframe specified in the Contract. You agree to provide and maintain accurate, current and complete information and that Shoppingfeed and visitors to the Site may rely on your Customer Content as accurate, current and complete. As a Customer, you are the sole authorized user of your Account, and are responsible for maintaining the confidentiality of any password provided by you or Shoppingfeed for accessing the Services. You are solely and fully responsible for all activities that occur under your Account (even if that content or activity occurs from other individuals who have accessed the Software and other Services through your account), and Shoppingfeed expressly disclaims any liability arising from the unauthorized access or use of your Account. If at any time you suspect that any unauthorized party may be using your Account or you suspect any other breach of security, you agree to notify us immediately. Any changes to your account may be requested in writing to contact@shoppingfeed.com.

5. Implementation; Archival; Support.

a. Implementation. Generally speaking, the Software is made available to enable you to transfer data to your distribution channels (or those of your clients). However, Shoppingfeed's role is limited only to providing the Software. Customer assumes sole responsibility for configuring the flow of data processed by the Software (catalog products, price rules and stock status, etc.), including in the event of Shoppingfeed's intervention at Customer's request insofar as Shoppingfeed acts only on the instructions of the Client. In no event does Shoppingfeed assume any liability or responsibility merely because it assists in implementation or otherwise provides support to Customer.

b. Archival. Shoppingfeed archives settings for limited periods of time. Customer acknowledges and accept that archives are made no more than once every 24 hours and are kept for no longer than 48 hours. Settings that are less than 24 hours may be lost. In the event of a request for restoration of the settings by Customer, Customer will be invoiced in the amount of € 500 (or USD equivalent) excluding tax.

c. Support. If you encounter difficulty accessing or using all or part of Software or any Services, and after ensuring that the issue not caused by your own hardware or software configuration, you may open a service ticket by contacting Shoppingfeed as follows:

- i. By completing the form provided in the Back-Office;
- ii. By sending an email to the following address: support@shoppingfeed.com;

Tickets opened by a Customer are processed by Shoppingfeed during business hours only, namely Monday to Friday from 9:30 a.m. to 12:30 p.m. and from 2:00 p.m. to 6:00 p.m. GMT. SHOPPINGFEED undertakes to respond within the time limits set out in the Contract binding it to the Customer. In order for Shoppingfeed to resolve the ticket opened by Customer, Shoppingfeed may require limited and temporary access FTP or other access to your

e-commerce site. When Shoppingfeed deems that the ticket has been resolved (in its sole reasonable discretion), Shoppingfeed will close the ticket and inform Customer thereof by email or other communication means. Customer then has a period of two (2) working days from the notification of the closure of his ticket to contest said closure. In the absence of a dispute from Customer, the latter is deemed to have accepted the closure of the ticket and the matter will be deemed resolved. In no event does Shoppingfeed's customer support provide any advice or software development for Customer. Any customization requests will be considered on an individual basis by Shoppingfeed and will be subject to a separate, written agreement between the Parties related thereto. Customer acknowledges that Shoppingfeed's customer support only addresses the operation and functionality of the Software and is in no event responsible for Customer's administration of its e-commerce websites, distribution channels, or any application programming interfaces (APIs).

6. Service Availability. Shoppingfeed will use reasonable efforts to make the Services available to Customer 24 hours a day, 7 days a week, without interruption other than those required for Service Revisions or, in general, to ensure the proper functioning of the Services. However, Customer acknowledges the technical risks inherent in Internet-based services, and of the interruptions of access which may result therefrom. Consequently, Shoppingfeed will not be held responsible for any unavailability or slowdown of the Application Services except as provided for in these Terms. Customer acknowledges that, in the event of unavailability of the Service, Customer retains the full capacity to directly manage his orders on the Back-Office or to pause advertising campaigns. Shoppingfeed reserves the right to temporarily prevent access to the Services for Service Revisions. Such downtime will occur, the extent feasible, outside peak hours and with no obligation on Shoppingfeed to provide prior notice to Customers. Generally, in the event of an interruption for Service Revisions, Customer's Back-Office may become inaccessible but Shoppingfeed generally will maintain the flow of data between the e-commerce website and the applicable distribution channels. Shoppingfeed cannot, however, guarantee the integrity of data during downtime, but nonetheless guarantees 99% uptime with respect to clicks, redirects, and escalations. Accordingly, except for Service Revisions or a Force Majeure Event (as defined in Section 17), Shoppingfeed will compensate Customer for downtime in the form of a credit against the fees due for the applicable monthly period, as follows:

<i>Maintenance interruption time</i>	<i>Compensation as a% of the monthly subscription</i>
<1 hour	0%
<4 hours	5%
Between 4 and 10 hours	10%

> 10 hours	20%
> 12-24 hours	25%
> 48 hours	30%

7. Payment Terms: Subscription. Customer shall pay all properly invoiced amounts due to Shoppingfeed as agreed upon in the Purchase Order ("**Fees**") or as otherwise provided by Shoppingfeed to Customer, from time to time. Shoppingfeed reserves the right to increase Fees upon sixty (60) days written notice to Customer, after which Customer agrees and accepts the increase without further incident. Unless otherwise stated, all payments are due monthly, on a subscription basis as set forth in your Purchase Order. Invoicing may occur by digital or other means as determined by Shoppingfeed in its sole discretion. Shoppingfeed has the right to terminate without penalty. A written notice must be provided within fourteen (14) days of the original notice. If Customer is not on a subscription, any invoice must be paid within fourteen (14) days of the date of the invoice. Overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under applicable law, from due date until paid. Fees are exclusive of all sales or gross receipts taxes, levies, and other similar charges (collectively, "**Transaction Taxes**"), and Customer shall pay or reimburse Shoppingfeed on demand for any and all Transaction Taxes imposed on or with respect to any Fees payable hereunder, including but not limited to any and all state sales taxes and VAT statutorily required to be collected by Shoppingfeed from Customer. For clarity, Transaction Taxes shall not include any income taxes assessed on Shoppingfeed's income with respect to its receipt of Fees hereunder. Any claim for statutory exemption by Customer from any otherwise applicable Transaction Taxes shall be effective only after Shoppingfeed receives all proper exemption forms and documentation from Customer with respect to the same.

8. Payment Methods. In connection with your use of the Services, you may be asked to provide customary billing information such as name, billing address and credit card or other payment information either to Shoppingfeed or its third-party payment processor(s). You hereby authorize the payment and collection of any and all such amounts by the charging of the credit card, or via such other payment method provided for under your Account, you acknowledge and agree that Shoppingfeed may, in its sole discretion, directly charge such credit card account (or directly avail itself of such other payment methods) or may utilize the services of third party online payment processors or others to do so (for example, Stripe, PayPal and the like). If you are directed to any Shoppingfeed third party payment processor(s), you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. In the event your payment method is invalid, Shoppingfeed reserves the right to suspend or terminate your access to the Services.

9. Intellectual Property Rights.

a. Reservation of Rights. Unless (and then only to the extent) otherwise expressly set forth in this Agreement and with respect to specifically identified Services thereunder, all right, title, and interest in and to any and all Services and any and all intellectual property rights in and to such Services (whether copyright, trademark, patent, trade secret, or otherwise) belongs solely to Shoppingfeed. Any use by Customer of any Services other than strictly in accordance with this Agreement is expressly prohibited.

b. Prohibited Acts. Customer shall not (and shall not authorize, permit, or encourage any Authorized User or any third party to) do any of the following: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt any Services; (b) make any modification, adaptation, improvements, translation, or derivative works from any Services; (c) violate any applicable Laws, rules or regulations in connection with the access, use, or installation of any Services; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Shoppingfeed; (e) sell, distribute, or otherwise commercially exploit any Services in contravention to the terms and conditions of this Agreement; (f) use any Services for any purpose other than for which it designed; (g) use any Services to create a products, services, or software that is, directly or indirectly, competitive with or in any way a substitute for any services, products, or software offered by Shoppingfeed; or (h) use any Shoppingfeed information or technology (including any Confidential Information as defined in Section 10) in the design, development, manufacture, licensing, or distribution of any applications, software, accessories, or devices for use with or in connection with any Services.

c. Customer Content. Subject to the terms and conditions of this Agreement, Customer hereby grants Shoppingfeed during the Term of this Agreement, plus any applicable data preservation period, a non-exclusive, worldwide, transferable, perpetual, irrevocable, fully paid-up, royalty-free right and license, with the right to grant sublicenses through multiple tiers to vendors providing services to Shoppingfeed (such as hosting providers), to (i) host, store, cache, use, reproduce, modify, make derivative works of, transmit, distribute and display any data, content, or any materials provided to Shoppingfeed by or through Customer or any of its Authorized Users, affiliates, third party licensors, suppliers or contractors in connection with Shoppingfeed Services or any part thereof (collectively "**Customer Content**") where and as Shoppingfeed deems necessary to render or perform any Service hereunder or otherwise in connection with and in furtherance of the exercise of Shoppingfeed's rights and obligations under this Agreement; and (ii) use, reproduce, transmit, distribute or display Customer's and its Authorized User's trade names, trademarks or service marks as Shoppingfeed deems necessary to render or perform any Services hereunder or otherwise in connection with and in furtherance of the exercise of Shoppingfeed's rights and obligations under this Agreement. Except as set forth above, Customer retains all right, title, and ownership in Customer Content and all intellectual property rights therein.

10. Mutual Confidentiality. From time to time during the Term, the Parties may disclose or make available to the other Party information about its business affairs, products, intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the other Party at the time of disclosure; or (c) rightfully obtained by a Party on a non-confidential basis from a third party. Both Parties must at all times during the Term and for a period of ten (10) years thereafter (except for trade secrets, which must remain confidential in perpetuity), hold all of the other Party's Confidential Information in the strictest confidence.

Both Parties must at all times use reasonable precautions to ensure that Confidential Information is properly protected and kept from unauthorized persons, entities, use or disclosure, and must advise its personnel of all restrictions on disclosure and use of Confidential Information imposed by this Agreement. On the expiration or termination of the Agreement, both Parties shall promptly return to the other Party all copies, whether in written, electronic or other form or media, of the Party's Confidential Information, or destroy all such copies and certify in writing to the other Party that such Confidential Information has been destroyed. All right, title and interest in and to Confidential Information, including all intellectual property rights therein, shall be and remain vested in the Party. Personal Data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information and afforded all of the protections set forth in these Terms.

In addition to and without limiting the terms generally applicable to Confidential Information, the Parties agree that each shall process, apply, view and use Personal Data only to the extent necessary to perform under this Agreement. Neither Party shall transfer or otherwise allow the use of Personal Data of the other Party unless expressly instructed or authorized by the other Party. Both Parties shall comply with applicable laws and best practices relating to Data privacy and Data security.

11. Warranties.

a. Disclaimers of Warranty. UNLESS AND THEN ONLY TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH ABOVE OR IN THE APPLICABLE PURCHASE ORDER, ALL SERVICES, DELIVERABLES, TECHNOLOGY, HARDWARE, SOFTWARE, FEATURES, FUNCTIONALITY, CONTENT, IMAGE, FILE, DATABASE, DATA, INFORMATION, MANUAL, GUIDE, INSTRUCTION OR MATERIALS PROVIDED BY OR THROUGH SHOPPINGFEED OR ANY OF ITS AFFILIATES OR THIRD PARTY LICENSORS, SUPPLIERS OR CONTRACTORS UNDER OR IN CONNECTION WITH THIS AGREEMENT (EACH AN "OFFERING") ARE PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER SHOPPINGFEED NOR ANY OF ITS AFFILIATES, AGENTS, REPRESENTATIVES, THIRD PARTY LICENSORS, SUPPLIERS, OR CONTRACTORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OF THE OFFERINGS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SHOPPINGFEED, ITS AFFILIATES, AGENTS, REPRESENTATIVES, THIRD PARTY LICENSORS, SUPPLIERS, AND CONTRACTORS HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. NEITHER SHOPPINGFEED NOR ANY OF ITS AFFILIATES, AGENTS, REPRESENTATIVES, THIRD PARTY LICENSORS, SUPPLIERS, OR CONTRACTORS WARRANT THAT ANY OF THE OFFERINGS WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR CODE; THAT ANY CONTENT, FILES, DATA OR OTHER MATERIALS UPLOADED TO, DOWNLOADED FROM, OR STORED, DISPLAYED OR OTHERWISE PROCESSED BY OR UTILIZING ANY OF THE OFFERINGS WILL BE TIMELY, CURRENT OR SECURE, OR WILL NOT BE LOST, CORRUPTED OR OTHERWISE DAMAGED OR IMPAIRED; OR THAT SHOPPINGFEED OR ANY OF ITS AFFILIATES, AGENTS, REPRESENTATIVES, THIRD PARTY LICENSORS, SUPPLIERS OR CONTRACTORS WILL BE ABLE TO PREVENT DISRUPTION OF OR TO ANY OF THE OFFERINGS OR THAT THEY WILL CORRECT ANY DEFECTS. SHOPPINGFEED MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES REGARDING ANY SOFTWARE, FIRMWARE HARDWARE, COMPUTERS, EQUIPMENT, DEVICES, MATERIALS, NETWORK, OR DATA OR ANY CONDITIONS OR CONFIGURATIONS OF ANY OF THE FOREGOING THAT ARE NOT OWNED OR DIRECTLY CONTROLLED BY SHOPPINGFEED OR ITS AFFILIATES (COLLECTIVELY "NON-SHOPPINGFEED MATERIALS"). UNDER NO CIRCUMSTANCE SHALL SHOPPINGFEED OR ANY OF ITS AFFILIATES BE LIABLE FOR OR WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH ANY ERROR, FAULT OR TECHNICAL PROBLEM THAT IS CAUSED DIRECTLY OR INDIRECTLY BY ANY NON-SHOPPINGFEED MATERIALS.

12. Limitation of Liability.

a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SHOPPINGFEED NOR ANY OF ITS AFFILIATES, AGENTS, REPRESENTATIVES, THIRD PARTY LICENSORS, SUPPLIERS, OR CONTRACTORS SHALL BE LIABLE TO CUSTOMER OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR BODILY INJURY OR DEATH, OR DAMAGE OR INJURY TO ANY PROPERTY, LOSS OF PROFITS, GOODWILL, USE, FILES, DATA, CONTENT, BUSINESS, OPPORTUNITIES, REVENUES, ANTICIPATED SAVINGS OR OTHERWISE (EVEN IF SHOPPINGFEED OR ANY SUCH OTHER PERSON HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY WHATSOEVER) IN CONNECTION WITH ANY OF THE OFFERINGS, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) ACCESS TO OR USE OF OR THE INABILITY TO ACCESS OR USE ANY SHOPPINGFEED SERVICE OR ANY PART THEREOF OR OTHER OFFERINGS, OR ANY PART THEREOF; (B) THE PROVISION OF OR ANY DELAY OR FAILURE TO PROVIDE, OR ANY INTERRUPTION OF, ANY SHOPPINGFEED SERVICE OR OTHER OFFERINGS; (C) ANY SHOPPINGFEED SOFTWARE (WHETHER COMPRISING PART OF, OR UTILIZED IN CONNECTION WITH ANY SHOPPINGFEED SERVICE OR OTHERWISE; OR (D) ANY DELIVERABLE.

b. IN THE EVENT THAT NOTWITHSTANDING THE PROVISIONS OF THE FOREGOING SECTION 12(a), SHOPPINGFEED (OR ANY OF ITS AFFILIATES, AGENTS,

REPRESENTATIVES, THIRD PARTY LICENSORS, SUPPLIERS, OR CONTRACTORS) ARE FOUND LIABLE TO CUSTOMER OR OTHERWISE, FOR DAMAGES FROM ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT OR ANY SERVICES PROVIDED PURSUANT TO A PURCHASE ORDER AND REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, THE AGGREGATE AMOUNT OF ALL SUCH LIABILITY SHALL BE LIMITED TO AND SHALL NOT EXCEED THE FEES PAID OR PAYABLE TO SHOPPINGFEED BY CUSTOMER UNDER THE APPLICABLE PURCHASE ORDER FOR AND WITH RESPECT TO THE PARTICULAR SERVICES THAT GIVE RISE TO SUCH CLAIM, FOR THE MONTH IN WHICH THE CAUSE OF ACTION ACCRUED.

c. CUSTOMER HEREBY EXPRESSLY WAIVES ANY CLAIM THAT ANY EXCLUSIONS SET FORTH IN THIS SECTION 12 OF THIS AGREEMENT DEPRIVE CUSTOMER OF AN ADEQUATE REMEDY OR CAUSE THE AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER FURTHERMORE ACKNOWLEDGES THAT AN ESSENTIAL PURPOSE OF THE EXCLUSION OF WARRANTIES AND THE LIMITATION OF LIABILITY PROVIDED IN THIS AGREEMENT IS AN ALLOCATION OF RISK BETWEEN SHOPPINGFEED ON THE ONE HAND, AND CUSTOMER ON THE OTHER, WHICH ALLOCATION OF RISK IS REFLECTED IN THE APPLICABLE FEES AND OTHER ARRANGEMENTS BETWEEN SHOPPINGFEED AND CUSTOMER IN THE AGREEMENT, INCLUDING IN THE APPLICABLE PURCHASE ORDER, AND THAT SHOPPINGFEED WOULD NOT BE WILLING TO ENTER INTO THE AGREEMENT OR ANY PURCHASE ORDER WITH CUSTOMER, OR TO PROVIDE CUSTOMER WITH ANY SHOPPINGFEED SERVICES OR OTHER OFFERINGS IF SHOPPINGFEED WERE REQUIRED TO BEAR ANY ADDITIONAL RISK. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. Indemnification. Each Party shall defend, indemnify, and hold the other Party, its affiliates, and their respective officers, directors, agents and employees (each an “**Indemnitee**” and collectively “**Indemnitees**”), harmless from and against any suffered loss, damage or costs (including reasonable attorney’s fees and court costs) (collectively “**Losses**”), incurred in connection with any claim, demand, action, suit or proceeding (each a “**Claim**” and collectively “**Claims**”) made or brought against the other Party or any other Indemnitee by a third party alleging: (a) that Customer has used Shoppingfeed Services in a way that violates applicable law or in breach of the Agreement; (b) negligent acts, omissions or intentional misconduct of one of the Parties or any of its Authorized Users or affiliates resulting in a breach of any of the intellectual property or confidentiality or other obligations set forth in this Agreement; or (c) any Claim that any Party Content infringes upon or violates the intellectual property rights, privacy, or other rights of a third party.

14. Term and Termination. The “**Initial Term**” of this Agreement shall begin on the date indicated on the Purchase Order and, unless earlier terminated in accordance with this Section 14, shall continue until conclusion of the contract term set forth in the Purchase Order. The contract may be terminated by either Party by written notice no later than ninety (90) days prior to the expiration of the Initial Term, otherwise the contract will be terminated. Any Party may terminate this Agreement in writing immediately if the other Party breaches

or fails to perform any provision of this Agreement and either the breach or failure of performance cannot be cured or, if the breach or failure of performance can be cured, it is not cured by one Party to the other Party's satisfaction within thirty (30) days after Party's receipt of notice of such breach. Notwithstanding the foregoing, Shoppingfeed may immediately terminate this agreement if Customer or any Authorized User breaches Sections 3(b), 9(b), or 10.

15. Effect of Expiration or Termination.

a. Generally. Upon expiration or termination of this Agreement, all intellectual property rights granted, licensed, or otherwise provided under this Agreement shall immediately terminate. No expiration or termination of this Agreement shall affect Customer's obligation to pay all Fees which may have accrued and become due before such expiration or termination or shall entitle Customer to any refund. Neither Party shall be liable to the other Party for any damage or loss of any kind (whether direct or indirect) incurred by such other Party by reason of the expiration or termination of this Agreement except as expressly provided herein.

b. Certain Covenants of Customer. Upon expiration or termination of this Agreement, within ten (10) days of such expiration or termination, Customer shall: (i) destroy and permanently erase from all computer, electronic, and intangible storage devices and systems directly or indirectly controlled by Customer any and all content and data with respect to the Services, including all files containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (ii) return to Shoppingfeed (or its designated agent) located in the State of New York, the delivery address for which Shoppingfeed shall provide to Customer in writing, any and all Documentation and printed and other tangible materials containing, reflecting, incorporating, based on, or relating to the Services, whether or not modified or merged into other materials; and (iii) certify to Shoppingfeed in a written, signed instrument that Customer has complied with the requirements set forth in this Section.

c. Customer Content. Upon expiration or termination of this Agreement, Shoppingfeed will delete Customer Content. Shoppingfeed is entitled, but not obliged, to store Customer Content for security reasons for a period of four weeks following expiration and/or termination. Shoppingfeed is entitled to retain Customer Content beyond this four-week period if Shoppingfeed is legally or officially obligated.

16. Waiver. No waiver by Shoppingfeed of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Shoppingfeed. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemic or epidemic (whether declared by the World Health Organization or similar body, or otherwise), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; or (e) embargoes or blockades in effect on or after the date of this Agreement. The Impacted Party shall give notice within thirty (30) 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 thirty (30) days following written notice given by it under this Section 17, the other Party may thereafter terminate this Agreement upon ten (10) days' written notice.

18. Assignment. The Parties may at any time assign or transfer any or all of its rights or obligations under this Agreement without the other Party's prior written consent to any affiliate or to any person acquiring all or substantially all of the Party's assets.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Nothing contained in this Agreement shall create any contractual relationship between Customer and any Shoppingfeed subcontractor or supplier. Shoppingfeed shall also require each subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Customer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Customer.

21. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without

giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

22. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the City of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Indemnification, Compliance with Laws, Confidentiality, Intellectual Property Rights, Governing Law, Submission to Jurisdiction, and Survival.

26. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each Party.