

1WORLDSYNC, INC. – GENERAL TERMS AND CONDITIONS

REVISED AND EFFECTIVE AS OF SEPTEMBER 8, 2016

BY ACCEPTING THESE GENERAL TERMS AND CONDITIONS, COMPANY IS AGREEING TO COMPLY WITH THEM. IF THE PERSON SIGNING THE CONTRACT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, HE OR SHE MUST HAVE THE AUTHORITY TO BIND THE COMPANY OR ENTITY TO THESE TERMS. IF SUCH PERSON DOES NOT HAVE THIS AUTHORITY, HE OR SHE MAY NOT ACCEPT THESE TERMS.

1. Scope

a. Contract Documents

These General Terms and Conditions (“**Terms**”) are an integral part of the contract between 1WorldSync, Inc. (“**1WorldSync**”) and the legal entity named in the Order Summary to which these Terms are attached (“**Company**”). The contract between 1WorldSync and Company (“**Contract**”) consists of these Terms, Company’s signed order summary describing the services Company has agreed to purchase and the pricing for such services (“**Order Summary**”), any product or service descriptions referenced in Company’s Order Summary, any documents incorporated into these Terms or the Order Summary by reference, and any agreed-upon amendments or supplements to any of the foregoing, including any statement of work or work order (“**SOW**”) attached to the Order Summary.

b. Affiliates

Company’s Affiliates who are identified in the Order Summary, or whose revenues are included in Company’s revenues on which the applicable 1WorldSync fees are based, may also utilize the 1WorldSync products and services provided under the Contract. Additional Affiliates of Company may be authorized to utilize such products and services upon Company’s request and payment of any applicable fees to 1WorldSync. Company shall be responsible for ensuring compliance by its Affiliates with the terms and conditions of the Contract, and Company shall be responsible in case of any breach of the Contract by its Affiliates.

2. Definitions

“**Affiliate**” means an entity that controls, is controlled by, or is under common control with a Party, with “control” (including the terms “controlling”, “controlled by” and “under common control with”) meaning possession of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise, but only for so long as such control continues to exist.

“**Change of Control**” means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions.

“**Confidential Information**” means any and all information, data, know-how and other material that is provided by either Party to the other (including, without limitation, any Content of another third party that is accessed by Company via the 1WorldSync System), and that is either marked as “confidential” or with similar words, or is of such a nature that the receiving Party should recognize as confidential through the circumstances of the disclosure or the type of information involved, whether in written, oral, electronic or other form, including all copies thereof, but excluding any such items that (i) the receiving Party can document are generally known in the business-to-business retail exchange industry; (ii) become known to the receiving Party other than through a breach of confidence; (iii) are provided by a third party to the receiving Party under no obligation to keep the same confidential; (iv) are provided by the disclosing Party to a third party under no obligation to keep the same confidential; or (v) are independently developed or obtained by the receiving Party, as evidenced by written records.

“**Content**” means any and all product data and information entered into or approved for access through the 1WorldSync System, including, but not limited to, Global Location Number (GLN), Global Trade Identification Number (GTIN), attributes, images, videos and other digital assets, as well as location and ordering information.

“**Company Content**” means all Content entered into the 1WorldSync System, or otherwise provided to 1WorldSync, by or on behalf of Company.

“**Deliverables**” means any deliverables to be provided to Company under a mutually-agreed upon SOW, but excluding any items that are provided as part of the Subscription Services.

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

“**Party**” or “**Parties**” means each of Company and 1WorldSync individually, or both Company and 1WorldSync collectively, as the context requires.

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

“**Subscription Services**” means services involving Company’s access to and use of the 1WorldSync System, any standard configurations thereof, or any standard services or products referenced in the Order Summary.

“**Work Product**” means any work product designed or prepared specially for Company under a mutually-agreed upon SOW, but excluding any items that are provided as part of the Subscription Services.

“**1WorldSync Services**” means the Subscription Services and, if applicable, Professional Services to be provided to Company by 1WorldSync, as described in greater detail under the Contract.

“**1WorldSync System**” means, collectively, the total server and network equipment, storage systems, software, interfaces, documentation, network interfaces, and systems management processes which comprise the applications infrastructure for an Internet based-trading communications system through which the Subscription Services are provided, and which, among other things, facilitates Company’s distribution of or access to Content via the GDSN or otherwise.

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

3. 1WorldSync’s Obligations

a. 1WorldSync Services

1WorldSync agrees to provide Company with the 1WorldSync Services as specified in the Order Summary and, if applicable, any SOW appended to the Contract in accordance with these Terms and the remainder of the Contract.

b. Third-Party Services

The 1WorldSync System is a hosted product information solution. Company understands that 1WorldSync may use one or more third-party service providers to host the 1WorldSync System, to store Company Content, backup the 1WorldSync System, connect to the Internet, and/or provide other elements of the applicable 1WorldSync Services. Notwithstanding its use of third-party service providers, 1WorldSync will remain responsible for fulfilling its obligations under the Contract. As far as the use of third-party services may involve the transfer of personal data, such as names or email addresses of individuals, such transfer will be limited to the extent necessary for the provision of the 1WorldSync Services under the Contract and in compliance with 1WorldSync’s Privacy Policy and applicable law.

c. 1WorldSync License

For the term of the Contract, 1WorldSync hereby grants Company a non-exclusive license to access the 1WorldSync System, and to utilize the 1WorldSync Technology associated therewith, solely and limited to the purposes authorized under these Terms and the Contract. This license includes the right to upload Company Content to the 1WorldSync System and/or download third-party Content from the 1WorldSync System in accordance with these Terms. This license is personal to Company and its authorized Affiliates and may not be sublicensed or remarketed to, or utilized on behalf of, any third party without 1WorldSync’s express written consent.

d. Reserved Rights

Company acknowledges that 1WorldSync and its licensors are the exclusive owners of, and retain all rights, title and interest in, the 1WorldSync Technology. Except for the express license granted to Company under these Terms and the Contract, no rights are granted with respect to the 1WorldSync System or any associated 1WorldSync Technology.

e. System Availability

The 1WorldSync System is intended to be available for use by Company on a seven-day per week, 24-hour per day basis, excluding downtime for outages due to infrastructure products or services not under 1WorldSync's control, Force Majeure Events and system maintenance that is scheduled in advance, or for which reasonable advance notice has been provided to Company. 1WorldSync shall endeavor to conduct maintenance at times that are intended to minimize the global impact to 1WorldSync subscribers of the 1WorldSync System.

f. Data Security

1WorldSync employs and requires its subcontractors to employ physical, technical and administrative safeguards reasonably designed and implemented to protect against and detect unauthorized access to the 1WorldSync System, or the disclosure, transmission, destruction, loss, alteration or theft of any Content contained in that system. In the event 1WorldSync discovers or is notified of a breach or likely breach of security of the 1WorldSync System that might reasonably impact Company, 1WorldSync will provide Company with notice of the breach and its potential impact, and 1WorldSync will use commercially reasonable efforts to promptly remedy the situation.

g. Data Backup

1WorldSync periodically creates backup copies of Content in the 1WorldSync System and stores those copies at off-site locations or using cloud-based storage networks managed by companies that employ reasonable safeguards to protect the data. Any transfer and storage of personal data for backup purposes will be limited to the extent necessary for the provision of the 1WorldSync Services under the Contract and in compliance with 1WorldSync's Privacy Policy and applicable law.

h. Malicious Code

1WorldSync will use commercially reasonable efforts, including the use of firewalls and antivirus software, to prevent the 1WorldSync System or any Deliverables from introducing any viruses, worms, time bombs, Trojan horses or other similar malicious software code into Company's computer systems.

4. Company Obligations

a. Contact Information

Company is responsible for keeping all billing, contact and other account information (including, without limitation, email addresses, phone numbers and billing address) up to date. Company agrees to appoint one or more contact persons to initiate and receive 1WorldSync billing communications under the Contract. Company consents to receive notices electronically, by email and as otherwise set forth in the Contract.

b. System Access Control

Company agrees to use all passwords and other credentials for access to the 1WorldSync System as assigned by 1WorldSync solely for purposes of data exchanges with the 1WorldSync System as authorized under the Contract. Company agrees to maintain the confidentiality of all such passwords and other credentials, and to notify 1WorldSync immediately via email at technicalsupport@1worldsync.com or via telephone at 1-866-280-4013, upon learning of any unauthorized activities under Company's account, or any breach of confidentiality regarding Company's passwords or other credentials.

c. System Usage

Company agrees not to breach or facilitate the breach of any security measure implemented with respect to the 1WorldSync System, or to use any third party's Company ID, passwords or other information to access the 1WorldSync System at any time. In addition, Company may not access the 1WorldSync System for purposes of monitoring its availability, performance or functionality, to perform penetration or similar tests on the 1WorldSync System, or for any other benchmarking or competitive purposes, without 1WorldSync's prior written consent. Company may not enter or store data in the 1WorldSync System that contains HTML or scripting code or fragments.

d. System Violations

1WorldSync reserves the right to take any and all action, as it deems necessary or reasonable, to enforce these Terms and ensure the security of the 1WorldSync System, including, without limitation, monitoring Company's usage of the 1WorldSync System, requiring Company to change its system passwords, requesting additional information to authorize system activity by Company, and, where Company's usage of or access to the 1WorldSync System poses a security risk, temporarily suspending, restricting or terminating access to the system.

e. License Limitations

Company agrees not to reproduce, distribute, modify or create derivative works of any software or other components of the 1WorldSync Technology, except that Company may make a reasonable number of copies of the 1WorldSync System user documentation for distribution to authorized users, provided that all such copies shall contain the same copyright and other proprietary notices that appear in the original documentation. Company agrees not to reverse engineer or decompile any 1WorldSync Technology except as the same may be authorized under mandatory law, or provide third parties with access to any 1WorldSync Technology unless authorized by 1WorldSync in writing.

f. GDSN Terms of Participation

If Company selects a Subscription Service that involves access to and use of the GDSN, Company must agree to and comply with the GS1 Data Excellence, Inc. Terms of Participation that apply globally to all users of the GDSN (“**GDSN Terms**”) in their current form. 1WorldSync will notify Company of any updates to the GDSN Terms by mail or at the email address Company provides for that purpose. The updated GDSN Terms will become effective after a reasonable period of time that will be specified in 1WorldSync’s notice. If Company does not notify 1WorldSync of its rejection of the updated GDSN Terms within this period and Company continues to use the 1WorldSync System thereafter, Company will be deemed to have accepted the updated GDSN Terms. If Company violates the GDSN Terms or rejects any updated GDSN Terms, thereby resulting in 1WorldSync being unable to perform under the Contract, 1WorldSync may terminate those Subscription Services relating to Company’s access to and use of the GDSN. The current version of the GDSN Terms can be found at http://www.1worldsync.com/Portals/1/Documents/gdsn_terms_of_participation_for_us_trading_partners.pdf for U.S.-based entities, and at http://www.1worldsync.com/Portals/1/Documents/gdsn_terms_of_participation_for_non_us_trading_partners.pdf for non-U.S. based entities.

5. Content

a. Company Content

1WorldSync acknowledges that Company and its licensors are the exclusive owners of, and retain all rights, title and interest in, Company Content. Company understands that the 1WorldSync System is a platform through which Company may elect to publish Content to third parties. Company hereby grants 1WorldSync a non-exclusive, worldwide right and license to reproduce, transmit, display, store, use and, as authorized by Company, modify Company Content, integrate Company Content with third-party Content, and distribute Company Content to Company’s designated trading partners and Open Communities (as defined below), in order to enable Company to utilize the 1WorldSync System and the 1WorldSync Services consistent with these Terms.

b. Open Communities

The 1WorldSync System allows users, at their option, to publish selected Content to various target markets (Germany, the U.S., etc.) and other communities (collectively, “**Open Communities**”) through which such Content will be available to all subscribers to those Open Communities (“**Subscribers**”) via the GDSN, Web-based application program interfaces (“**APIs**”) such as 1WorldSync’s ContentNOW™ solution, or other data feeds. If Company chooses to publish any Company Content to Open Communities, Company understands and agrees that the Company Content will then be available to all Subscribers to those Open Communities, and that 1WorldSync and others will be able to monitor and report on how the Company Content is accessed by those Subscribers. Company agrees that all Subscribers are permitted to use, reproduce, adapt, translate and incorporate any Company Content that Company publishes to Open Communities, or any portion thereof, for their internal and external usage, and to display and distribute the same through any medium and for any purposes. If Company is a Subscriber receiving Content from an Open Community, absent a separate agreement between Company and the publisher of the Content, Company agrees to refrain from doing any of the following with respect to such Content without the publisher’s authorization if Company uses the Content for external purposes: (i) modify it to alter the product information attributes contained therein, except to correct errors that may result in liability to Company; (ii) use it in a manner implying the endorsement by the publisher of Company as a preferred source of the publisher’s products; (iii) use it for any illegal purpose, or in a manner that is false or misleading as to its source; (iv) use it in an obscene, indecent, sexually explicit, defamatory, abusive or slanderous manner, or in a manner that refers negatively to people or groups based on their race, ethnicity, religion, sexual orientation, gender or similar characteristics; or (v) claim copyright or other ownership rights in it, as distinct from Company’s products or service offerings that may incorporate it.

c. Digital Assets

Should Company elect to send images, videos or other digital assets to 1WorldSync (“**Digital Assets**”), Company hereby grants 1WorldSync the right to store these Digital Assets within the 1WorldSync System, which includes cloud-based servers from which those Digital Assets will be accessible for viewing and download via unique product URLs that 1WorldSync will assign. Company may then choose to provide these product URLs to its trading partners and others, either by publishing them via the GDSN or sending them in some other manner. Company understands that although each unique product URL will be a complex Web address, these URLs and the Digital Assets will not be secured or encrypted. Thus, any third party that is able to determine the product URL will be able to access, view and download any Digital Assets associated with it.

d. Content Responsibility

Company is solely responsible for all Company Content. Company shall ensure that all Company Content meets the following requirements (the “Content Requirements”): (i) it is accurate, complete and reasonably current; (ii) it does not infringe upon or violate the trademark, copyright or other intellectual property rights, or any rights of publicity or privacy, of any third party; (iii) it is not defamatory, trade libelous, threatening, harassing or otherwise objectionable; (iv) it does not contain any viruses, worms, time bombs, Trojan horses or other similar malicious software code; and (v) it is not being provided in violation of any applicable law, statute, ordinance or regulation.

e. Content Violations

Should 1WorldSync receive notice or otherwise reasonably believe that any Company Content does not meet the Content Requirements, 1WorldSync reserves the right to immediately cease receiving, storing or making it available to Company or others, without liability. In case of any allegation that Company Content, or 1WorldSync’s distribution or use thereof as authorized under the Contract, violates the Content Requirements; Company agrees to defend 1WorldSync and to indemnify and hold 1WorldSync harmless from and against any damages, fines, penalties, costs and expenses, including reasonable attorney’s fees, payable by 1WorldSync as a consequence thereof. 1WorldSync agrees to (i) provide Company with prompt written notice and all reasonable cooperation, information, and assistance in connection with the matter; and (ii) afford Company sole control and authority with respect to the defense, settlement or compromise of the matter.

f. Third-Party Content

Company understands and agrees that 1WorldSync makes no warranties regarding any third-party Content that Company may obtain through the 1WorldSync System or the GDSN, because the third-party Content is distributed by those third parties. Therefore, it is Company’s sole responsibility to verify the accuracy and completeness of such Content before using or relying on it. Company further agrees that its use of any third-party Content obtained through the 1WorldSync System or the GDSN is subject to the permissions and authorizations granted to Company by those third parties, as well as these Terms.

g. Content Usage Information

Company understands that 1WorldSync may compile, use, sell or otherwise distribute to third parties, aggregated information relating to use of or access to the 1WorldSync System, or Content contained in the 1WorldSync System. However, any such aggregated information shall only contain product-related data and shall not identify or otherwise be connected to Company or Company’s specific products or trading partners unless 1WorldSync first obtains Company’s written consent.

6. Professional Services

a. General

1WorldSync will provide any Professional Services as specified in the applicable SOW. 1WorldSync will use commercially reasonable efforts to meet any schedule for delivery specified in the SOW. Company agrees to provide 1WorldSync with timely feedback, assistance and approvals in order for 1WorldSync to meet this schedule and 1WorldSync’s other obligations under the Contract. Unless a firm fixed price is specified in the SOW, all Professional Services will be provided on a time and materials basis and any fees are quoted only as good faith estimates based on currently available information. Changes to scope of work may result in fee or schedule adjustments and must be approved through a mutually agreed upon change management and control process and confirmed by both Parties in writing.

b. Acceptance

The 1WorldSync Services may include the provision of Deliverables under a SOW. If not agreed in writing otherwise, Company will have 10 days after receipt of each Deliverable to review and either accept the Deliverable or reject it as not conforming to the applicable performance criteria specified in the applicable SOW. If 1WorldSync does not receive a written notice of rejection prior to the end of this period, Company will be deemed to have accepted the Deliverable. 1WorldSync will correct any material non-conformities identified in Company's written notice and provide a revised Deliverable as soon as practicable. Company will then have an additional 10 days to review and either accept the Deliverable or reject it as non-conforming, and again Company will be deemed to have accepted the Deliverable if 1WorldSync does not receive a written notice of rejection prior to the end of this period. The process of revision and either acceptance or rejection of Deliverables will be repeated until the Deliverable is accepted or deemed accepted by Company, or it is agreed that further efforts to correct the Deliverable will be unavailing. In such event, Company's sole remedy and 1WorldSync's sole responsibility will be to accept return of the Deliverable and refund any pre-paid fees associated therewith.

c. Ownership of Work Product

Ownership of any Work Product will transfer to Company upon full payment of the applicable fees except as otherwise specified in the SOW; provided, however, that 1WorldSync or its licensors shall remain the owner of any of 1WorldSync Technology embodied or incorporated in the Work Product. Company shall remain the sole owner or licensee, as the case may be, of any Company Content or Confidential Information provided to 1WorldSync for preparation of any Deliverables, and 1WorldSync shall use such items solely for purposes of providing the Deliverables under the Contract.

d. License for 1WorldSync Technology

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

7. Financials

a. Fees

Company agrees to pay the fees specified in the Order Summary or applicable SOW. Fees to access and use the 1WorldSync System, and to receive associated Subscription Services, are determined according to the applicable 1WorldSync fee schedule for the products or services in question. Upon 1WorldSync's request, Company agrees to confirm to 1WorldSync that any information and documentation provided by Company for purposes of calculating the fees payable under the Contract remains accurate, or to provide updated information and documentation to 1WorldSync.

b. Expenses

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

c. Taxes

All fees are net of sales, use and other applicable taxes and similar charges. These taxes and similar charges shall be paid by Company. If 1WorldSync has a legal obligation to pay or collect taxes for which Company is responsible, Company will indemnify 1WorldSync for any such amounts paid unless Company provides 1WorldSync with a valid tax exemption certificate authorized by the appropriate taxing authority. Any such taxes will be listed separately in the Contract or on 1WorldSync's invoice.

d. Fee Adjustments

Company acknowledges that a corporate transaction, such as a merger, acquisition or similar purchase of business assets, may result in a material change to Company that could result in higher fees being charged to Company according to the applicable 1WorldSync fee schedule. Company agrees to notify 1WorldSync within 30 days following the close of any such transaction. All fees and other amounts payable under the Contract shall be recalculated on the basis of such corporate change, and the new fees and other amounts will become effective and payable from the beginning of the next billing period, or as otherwise specified in the Order Summary. If Company sells or divests any portion of its business, Company acknowledges that the purchaser or divested entity will be required to execute its own, separate contract with 1WorldSync, and that there will be no credit for any amounts paid by Company under the Contract unless otherwise agreed in writing by 1WorldSync.

e. Payments

All fees under the Contract must be paid by the date(s) specified in the Order Summary or applicable SOW, or if no date(s) are specified therein by the due date of 1WorldSync's invoice. Company understands that 1WorldSync will not provide access to the 1WorldSync System, or any 1WorldSync Services, unless and until the respective fees are paid. If Company is in default of payment, 1WorldSync may charge interest at a rate of 1% per month or the maximum rate permitted by law from the due date until the overdue amount (plus applicable interest) is paid in full. The right to claim further damages remains unaffected. Any unpaid fees at the time of expiration or termination of the Contract shall become immediately due and payable.

f. Disputed Amounts

If Company believes that 1WorldSync has billed an incorrect amount, Company must contact 1WorldSync at businesssupport@1worldsync.com, or by telephone at 1-866-280-4013, within 30 days of the invoice date, specifying the error. Company agrees to negotiate in good faith with 1WorldSync to promptly resolve all billing disputes. Company further agrees to pay all undisputed portions of 1WorldSync's invoices as required by the Contract, and to reimburse 1WorldSync's reasonable attorneys' fees and costs for the collection of such amounts to the extent Company is liable under the Contract. Company shall only be entitled to assert a right of set-off or retention to the extent that Company's counterclaim is uncontested, ready for decision or has been finally adjudicated. 1WorldSync reserves the right to use attorneys or external collection agencies to collect amounts past due.

8. Confidentiality and Privacy

a. Confidential Information

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

b. Personal Data

1WorldSync will handle and use all personal data of Company's suppliers, employees, agents and other personnel consistent with its Privacy Policy, which can be found at <http://www.1worldsync.com/web/us/privacy-policy>. Company is responsible for ensuring that persons designated by Company as authorized users of or contact persons with respect to the 1WorldSync System or the 1WorldSync Services, or to whom Company requests 1WorldSync send emails or other communications on Company's behalf, have consented to receive emails and other communications from 1WorldSync regarding such matters. Company is also responsible for ensuring that such persons have consented to Company's sharing of their contact information with 1WorldSync. Company acknowledges that 1WorldSync may process contact information provided to 1WorldSync outside of Company's jurisdiction, and Company is responsible for obtaining the consent of its suppliers, employees, agents and other personnel for such transfer.

9. Liabilities

a. Performance Warranty

1WorldSync warrants that: (i) the 1WorldSync System and the Subscription Services shall substantially conform to these Terms and 1WorldSync's published documentation for such items; and (ii) any Professional Services and Deliverables shall conform to the applicable descriptions of such items in the relevant SOW for a period of six (6) months from the acceptance date. Company shall provide 1WorldSync with prompt written notice of any claims for breach of this warranty to facilitate 1WorldSync's timely confirmation and remediation of the problem. Company's sole remedy and 1WorldSync's sole liability arising out of or in connection with a breach of warranty relating to performance is limited to 1WorldSync remedying the breach in a prompt manner, or, if a remedy is not reasonably available to 1WorldSync, terminating the applicable portion of the Contract and Company's corresponding license to access the 1WorldSync System, accepting return of any affected Deliverables, and refunding to Customer any pre-paid and unapplied fees associated therewith. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, 1WORLDSYNC HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO (I) THE 1WORLDSYNC SERVICES, THE 1WORLDSYNC SYSTEM, ANY DELIVERABLES, ANY COMPONENTS THEREOF, OR ANY INFORMATION OR DATA DERIVED THEREFROM, OR (II) THE GDSN OR THE GS1 GLOBAL REGISTRY.

b. Infringement Indemnification

In case of any allegation that Company's use of the 1WorldSync System, the 1WorldSync Services or any Deliverables, as authorized under the Contract, violates or infringes the patent, copyright, trademark or other intellectual property rights of any third party ("**IP Claims**"); subject to any limitations in these Terms or the applicable Order Summary, 1WorldSync agrees to defend Company and to indemnify and hold Company harmless from and against any damages, fines, penalties, costs and expenses, including necessary attorney's fees, payable by Company as a consequence thereof. Company agrees to (i) provide 1WorldSync with prompt written notice and all reasonable cooperation, information, and assistance in connection with the matter; and (ii) afford 1WorldSync sole control and authority with respect to the defense, settlement or compromise of the matter. 1WorldSync's obligations shall not apply to IP Claims where the allegation is due to 1WorldSync's compliance with designs, specifications or other binding instructions provided by Company. Subject to the foregoing, Company's sole and exclusive remedy and 1WorldSync's sole liability arising out of or in connection with any IP Claims is limited to 1WorldSync, at its option, either: (i) procuring for Company the right to continue using the 1WorldSync System, the 1WorldSync Services or such Deliverables as authorized hereunder; (ii) replacing or modifying the infringing component(s) of such items without substantially compromising their functionality; or (iii) if neither of the foregoing options is available to 1WorldSync on commercially reasonable terms, terminating the applicable portion of the Contract and Company's corresponding license to access the 1WorldSync System, accepting return of any affected Deliverables, and refunding to Company any pre-paid and unapplied fees associated therewith.

c. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR, AND THE MEASURE OF DAMAGES AGAINST EITHER PARTY SHALL NOT INCLUDE, ANY AMOUNTS FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THE CONTRACT SHALL NOT EXCEED THE FEES ACTUALLY PAID FOR THE 1WORLDSYNC SERVICES OR THE DELIVERABLES GIVING RISE TO SUCH LIABILITY FOR MOST RECENT ANNUAL PERIOD UNDER THE CONTRACT, REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. This limit on aggregate liability shall not apply to (i) mandatory statutory liability; (ii) liability for gross negligence or willful misconduct resulting in personal injury or damage to real or tangible property; (iii) liability for breaches of confidentiality, or for infringement or misappropriation of the other Party's intellectual property or other proprietary rights; or (iv) liability relating to any failure to pay amounts due under the Contract.

d. Limitation Period; Claims

The limitation period for claims under the Contract shall be one year unless a longer mandatory statutory period applies. Each Party shall be obliged to take all reasonable steps to avert and reduce the measure of damages in relation to any claim under the Contract. Unless otherwise stated, all remedies provided for in the Contract shall be cumulative and in addition to, and not in lieu, of any other remedies available to either Party at law, in equity or otherwise.

10. Term and Termination

a. Initial Term

The Contract shall commence on the date specified in the Order Summary, and shall continue for the period specified therein unless terminated earlier as authorized hereunder. If no period is specified in the Order Summary, the initial term of the Contract shall be one year.

b. Renewal

The Contract shall automatically renew for subsequent one year periods, unless either Party terminates the Contract on written notice to the other at least 30 days prior to expiration of the then-current period, or the Order Summary specifies otherwise. Except as may be agreed in writing otherwise, the fees payable for any renewal period shall be based on the then-current 1WorldSync fee schedule for the products or services in question. 1WorldSync will notify Company of any changes to the fees approximately 60 days prior to the effective date of renewal.

c. Termination

Either Party may terminate the Contract in the event that the other Party (i) materially breaches the Contract and fails to cure the breach within 30 days following written notice thereof by the terminating Party, (ii) files for bankruptcy, becomes insolvent, or otherwise fails to pay its debts when due, or (iii) is subject to a Change of Control. In addition either Party may terminate the Contract as otherwise expressly authorized under these Terms.

d. Post-Term Obligations

Upon expiration or termination of the Contract, Company shall immediately cease use of the 1WorldSync System and the 1WorldSync Services, and Company acknowledges that 1WorldSync may block Company's access to the same. In addition, upon expiration or termination of the Contract each Party shall (i) immediately cease all use of the other Party's Confidential Information in its possession or control, and (ii) within 30 days of the other Party's written request, either return or destroy all such Confidential Information and acknowledge the same in writing to the requesting Party.

e. Survival

The following sections of these Terms will survive expiration or termination of the Contract: 4.e, 5.b, 5.e, 5.f, 5.g, 6.c, 6.d, 7.e, 7.f, 8.a, 8.b, 9.a, 9.b, 9.c, 9.d, 10.d, 10.e, 11.b, 11.j and 11.m.

11. Miscellaneous

a. Compliance with Laws

Each Party agrees not to use the 1WorldSync System or the GDSN in furtherance of any anti-competitive or collusive activity, including, without limitation, the improper exchange of competitively sensitive information, price-fixing, market allocation, price signaling, market signaling, coordinated pricing or group boycotts, or other violations of applicable laws. 1WorldSync does not provide legal advice and cannot ensure that Company's use of or reliance on the 1WorldSync System or the 1WorldSync Services will place Company in compliance with all applicable legal or regulatory requirements.

b. Trademark Usage

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

c. Export Control

Company acknowledges that certain software and technical data to which Company may be given access under the Contract may be subject to export controls under the laws and regulations of certain countries. Company agrees not to export or re-export any such items, or any direct products thereof, or to undertake any transaction in violation of any such laws or regulations.

d. Force Majeure

With the exception of payment obligations, each Party shall be excused from performance under the Contract to the extent such performance is not possible as a result of a force majeure event and the Party prevented from performing promptly notifies the other and continues to use commercially reasonable efforts to recommence its performance to the extent possible. Force majeure events include fire, floods, earthquakes, acts of God, acts of war, riots, terrorism, revolutions, strikes, legal lockouts, government acts, orders or regulatory measures, utility or service failures or power

outages, breakdowns and faults in the communication networks and gateways of third parties, or other circumstances which are out of control of the Party subject to the event and not reasonably foreseeable or avoidable.

e. Notices

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

f. Assignment

Neither Party may assign or transfer the Contract to a third party, whether voluntarily, by operation of law or otherwise, without the prior written consent of the other; provided, however, that either Party may assign the Contract to the surviving entity of a merger with it, or to an entity that acquires all or substantially all of its assets. Subject to the foregoing, the Contract shall be binding on each Party and its legal successors and permitted assigns.

g. Entire Agreement

No agreements are made in addition to those included in the Contract, and any separate purchase order or other terms and conditions of either Party shall not apply. The Contract supersedes any and all prior agreements, arrangements or understandings that may have existed between the Parties, except that the terms of any written non-disclosure agreement separately entered into by the Parties shall continue to govern and control any items disclosed under that agreement.

h. Conflicts; Severability

In the event of any conflict between these Terms and any other documents that form a part of the Contract, these Terms shall govern unless expressly superseded by such other documents. If any provision of the Contract is held to be invalid, illegal or unenforceable for any reason, the remainder of the Contract will continue in full force and effect.

i. Amendments; Waivers

The provisions of the Contract may only be amended, and its performance may only be waived or discharged, in a writing signed by each Party. Notwithstanding the foregoing, 1WorldSync reserves the right to suggest amendments to the Contract (i) by electronic means (e.g., by showing a pop-up window or providing for a specific click-through process), which amendments shall become binding upon Company's acceptance of the amendment using such electronic means; or (ii) by written notice to Company stating an effective date of the amendment that is at least 30 days after the date of the written notice, which amendments, unless Company objects to 1WorldSync in writing prior to such effective date, shall become binding upon Company's continued usage of the 1WorldSync System or the 1WorldSync Services after such effective date. Any delay or omission to exercise any right or power under the Contract shall not be construed to be a waiver, nor shall any waiver in the performance or breach of the Contract be construed to be a waiver of any further performance or breach.

j. Applicable Law; Jurisdiction

The Contract shall be governed by and construed in accordance with the laws of the State of New Jersey, U.S.A., without reference to any provisions governing conflicts of law and under the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The federal and state courts of New Jersey, U.S.A. shall have exclusive jurisdiction over all disputes pertaining to the Contract, and each Party irrevocably submits to the jurisdiction of, and waives any objection to venue being laid in, such courts.

k. Nature of Relationship

Neither Party is an agent of the other for any purpose or has any authority to represent or bind the other as to any matters, except as expressly authorized under the Contract. 1WorldSync, in performing under the Contract, is acting as an independent contractor, and 1WorldSync has the sole right and obligation to supervise, manage, contract, subcontract, direct, procure, perform or cause to be performed, all of its obligations under the Contract. Except for licensors or providers of the 1WorldSync Technology, and for GS1 Data Excellence, Inc. with respect to the GDSN Terms, there are no third-party beneficiaries to the Contract.

l. Due Authority; Binding Obligation

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

m. Injunctive Relief

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

n. Anti-Corruption

Company acknowledges that neither it nor its employees or representatives have received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any 1WorldSync employees or agents in connection with entry into or renewal of the Contract. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. If Company learns of any violation of this restriction, Company agrees to use reasonable efforts to promptly notify the 1WorldSync Legal Department at legal@1worldsync.com.

o. Counterparts

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

p. Government Users

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