Master Subscription Agreement

This Master Subscription Agreement ("Agreement") governs the Subscriber's purchase and use of the Inriver Service, as defined below. Capitalized terms have the definitions set forth herein. By executing an Order Form that references to this Agreement, the Subscriber is accepting and agreeing to the terms of this Agreement. Subscriber and Inriver may be referred to individually as "Party" and collectively as "Parties". If the individual accepting the Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to these terms and conditions. The Agreement is effective as of the date Subscriber signs an Order Form and will remain in effect until terminated as provided in this Agreement.

1. DEFINITIONS

1.1. **"Account"** means an account created for Subscriber, Authorized Users and/or Business Units for the purpose of providing access to the Service.

1.2. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. As used herein "Control" means the legal or equitable ownership of at least a majority of the voting equity interests in such entity.

1.3. **"Authorized User"** means any employee or contractor of the Subscriber or Business Unit authorized to access and use the Service, as described herein.

1.4. "**Business Unit**" means the Subscriber itself, a brand, division and/or an Affiliate which is identified in an Order Form for which the Service may be used under this Agreement.

1.5. **"Confidential Information"** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information includes, but is not limited to: (a) the Service including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and related pricing; (c) roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans and business processes, (d) any and all confidential and/or proprietary data and information relating to or concerning third parties (including but not limited to licensors and customers), however disclosed and (e) Subscriber Content. Confidential Information shall not include information that was (i) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (ii) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (iii) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (iv) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.

1.6. **"Connector"** means certain Inriver software that enables interoperability, communication, data exchange, or integration between the Service and one or more third-party products, applications, platforms, or systems subscribed to, licensed by, or otherwise used by Subscriber, including through APIs, middleware, integration platforms, messaging services, data exchange mechanism, or other integration technologies.

1.7. **"Documentation"** means the materials describing the features and functions of the Service as may be updated from time to time by Inriver and made available on Inriver Community.

1.8. "**Initial Term**" means thirty-six (36) months from Start Date, unless otherwise agreed in the Order Form.

1.9. **"Inriver"** means the Inriver entity specified in the Order Form as the contracting Party that will provide the Services to Subscriber.

1.10. **"Inriver Community"** means the online portal located at https://community.inriver.com/ (which Inriver may update from time to time) containing articles, resources and information on the Service.

1.11. **"Inspire"** means the feature offered within the Inriver PIM Service that uses generative artificial intelligence technologies to generate outputs as further referred to in Section 2.6.

1.12. **"Intellectual Property Rights"** means all intellectual property rights worldwide whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets and all other proprietary rights.

1.13. **"Malware"** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code or application software macros.

1.14. **"Order Form"** means a mutually agreed ordering document specifying the Services to be provided hereunder that is entered into between the Subscriber and Inriver, including any addendums thereto.

1.15. "**Renewal Term**" as defined in 10.1.

1.16. **"Service"** means the services that are ordered by the Subscriber under an Order Form and made available online by Inriver, including any associated software applications (such as Connectors subject to Section 2.5) as described in the Documentation and identified in an Order Form.

1.17. "**Start Date**" shall mean what is set forth in an Order Form.

1.18. **"Subscriber Content"** means all Subscriber's data transmitted to, stored in or made available by Subscriber and/or its Business Unit(s) and its Authorized Users in connection with use of the Service.

1.19. **"Subscriber"** means the entity specified in an Order Form as being the contracting party to this Agreement.

1.20. **"Subscription Fee"** means the fees charged by Inriver as identified in an Order Form or an invoice issued by Inriver for the Services.

1.21. **"Support Plan"** means the support services for the Service as described in Section 2.8.

1.22. "**Subscription Term**" means the duration of Initial Term and/or Renewal Terms.

2. ACCESS AND USE OF THE SERVICE

2.1. **Access to the Service.** Subject to Subscriber's compliance with the terms of this Agreement, Inriver hereby grants to Subscriber the right to access and use the Service and the Documentation for the internal business purposes for such Business Units as specified in an Order Form on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope identified in an Order Form. Inriver will provide Subscriber with a primary administrator Account for managing and granting access to its Authorized Users and Subscriber is responsible for activating them. Subscriber hereby instructs Inriver to grant the Subscriber's implementing partner access to Subscriber's environment for the Service. If an implementing partner no longer shall have access to the Service, Subscriber shall notify Inriver of this and Inriver will remove such access.

2.2. **Restrictions.** Access by Subscriber to the Service is subject to the following conditions:

2.2.1. Subscriber will not: (i) resell or sublicense the Service; (ii) decompress the Service; (iii) modify, disassemble, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Service; (iv) use the Service in violation of applicable law or the rights of others; (v) perform any vulnerability or penetration testing of the Service; (vi) cause harm in any way to the Service or cause Malware to harm the Service; (vi) work around the Service's technical limitations; (vii) make the Service available to any person other than Authorized Users, except as set out in 2.4, including to any individual or legal entity in addition to what is specified in the Order Form or in excess of the "Usage Limitations" as defined in 2.12; (viii) modify and/or create derivative works based upon the Service; (ix) access the Service and/or use the materials provided hereunder in order to build a similar competing product; (x) send any unsolicited or unauthorized advertising, promotional materials, email, junk mail or spam mails using the Service; (xi) upload Subscriber Content including log files to the extent such may create Service interruptions nor take any action that imposes, or may impose at Inriver's sole discretion, an unreasonable or disproportionately large load on Inriver's infrastructure and undertakes to remove such excess content within 24 hours from receipt of notice from Inriver prompting such action or to pay the extra charge associated therewith as requested by Inriver.

2.2.2. Subscriber will not intentionally or negligently access or use the Service in a way that: (i) may reasonably have been expected to adversely affect the security, stability, performance or functions of the Service; (ii) create a risk of harm or loss to any person or property; (iii) constitutes or contributes to a crime or tort; (iv) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; or (v) infringes any third party rights.

2.2.3. Inriver may suspend the Service or part of it if Inriver determines, that suspension is necessary to protect Subscriber, other subscribers and the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event, Inriver will provide notice of suspension to Subscriber as soon as reasonably practicable.

2.3. **Account Use.** Subscriber is responsible for maintaining and keeping confidential its Account information, including passwords, usernames and email addresses. If Subscriber becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account; or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Subscriber must promptly suspend such access and immediately notify Inriver. If Subscriber becomes aware that any Subscriber Content violates the terms of this Agreement, Subscriber must promptly remove such Subscriber Content.

2.4. **Authorized Use.** Subscriber may permit Authorized Users to use the Service on behalf of and for the internal business purpose of the Subscriber and/or its Business Unit(s), according to the scope set out in an Order Form, and in accordance with the terms and conditions of this Agreement provided that Subscriber is responsible for the use of the Service, including any breaches of this Agreement, by an Authorized User. Subscriber may authorize third parties to assist in the management and editing of product information created by the Service, provided that: (i) such activities are within the scope of the activities Subscriber is authorized to perform under this Agreement and (ii) such third party's acts are for the direct benefit of the Subscriber and/or its Business Unit(s). Subscriber is prohibited from using the Service as an application software provider, or in any timesharing, service bureau, or other commercial arrangement of any kind that makes the Service available to third parties for the third party's own uses.

2.5. **Connectors.** The Service may include access to certain Connectors and will be identified in the applicable Order Form. Inriver grants Subscriber a limited, non-exclusive, revocable and non-transferable license to use the Connectors as set forth in the Order Form and solely in relation to its access to and use of

the Service during the applicable Subscription Term. Notwithstanding anything herein to the contrary, Inriver shall have no liability for: (i) the functionality of the Connectors, or loss of access to any Connectors, if any third-party APIs or services are changed or discontinued; (ii) the Connector in case the Subscriber alters or modifies any source code which Inriver may give or directed Subscriber access to related to the Connectors or other sub-components; nor (iii) any Subscriber Content transferred to a third party. Certain Connectors require a valid subscription or license to the third party service to which the Connector links and Subscriber shall be liable for all costs related thereto. Subscriber, on behalf of itself and its Authorized Users, represents and warrants that it has all requisite rights to access such third party services in connection with its use of the Connector and undertakes to comply with and takes full responsibility for meeting such third party license terms.

2.6. **AI Functions.** If the Subscriber uses and subscribes for any features within the Service expressly based on artificial intelligence (e.g. Inspire) the Parties agree to adhere to the terms set out in the AI Addendum on www.inriver.com/legal_terms/ai-addendum.

2.7. **Business Units.** The Subscriber shall be responsible and liable for its Business Units' compliance with Subscriber's obligations under the terms and conditions of this Agreement as its own. The Subscriber is in relation to Inriver liable for all actions and omissions by any of its Business Units. If a Business Unit authorized under an Order Form ceases to be a Business Unit of the Subscriber, such entity shall no longer have the right to use the Service under this Agreement and Subscriber is responsible to ensure that all relevant software and documentation is returned to the Subscriber or Inriver and that the relevant Business Unit ceases to use the Service. Subscription Fee shall not be impacted during Subscription Term for such situation.

2.8. **Support Plan.** Inriver will provide support for the Service in accordance with the Inriver Support Plan on www.inriver.com/doc/supportplan.

2.9. **Reservation of Rights.** Except for the limited rights expressly granted herein, Inriver, its Affiliates and licensors retain all right, title and interest in all Intellectual Property Rights and technology related to Inriver's proprietary products including without limitation the Service. Subscriber and its Authorized Users shall preserve and keep intact all Inriver copyright, patent and/or trademark notices presented in connection with the Service. Subscriber shall not assert any implied rights in or to any of Inriver's and/or its licensors' Intellectual Property Rights.

2.10. **Feedback**. Subscriber and Authorized Users may provide suggestions, ideas, enhancement requests or other information on their use of the Service ("Feedback"). Subscriber agrees that Inriver and its licensors shall have the right to use such Feedback without any restrictions and without any payment to Subscriber.

2.11. **Modifications to Service and End of Life**. Inriver shall be entitled to make modifications to the Service or particular components of it (including the Documentation) and the Support Plan from time to time provided that such modifications do not materially degrade any functionality or features of the Service or the level of security. Inriver shall inform the Subscriber of such modifications on Inriver Community (for example by posting release notes). In addition to the aforementioned, Subscriber acknowledges that Inriver may from time to time need to phase out and discontinue certain elements of the Service ("End of Life"). In such instances Inriver undertakes to give the Subscriber notice as soon as possible and in no event later that twelve (12) months prior to the End of Life date. Inriver also undertakes to use best reasonable commercial efforts to minimize the effect for the Subscriber, for example by offering replacement functionality. At the End of Life date, the discontinued element will be removed from the Order Form and the replacement functionality will, as applicable, be added. The aforementioned does not apply to AI Functions where such changes may occur within a shorter time period.

2.12. **Usage Limitations.** Subscriber acknowledges that access and use of the Service is granted to the Subscriber for use up to the number of channels, markets, Business Units, environments, languages, the amount of applicable storage, or other metrics purchased by the Subscriber and set forth and described on the applicable

Order Form (the "**Usage Limitations**"). In the event that the Service is used in excess of the Usage Limitations, without prejudice to Inriver's other rights and remedies, Subscriber is obligated to promptly notify and shall (i) pay Inriver for such additional services at Inriver's then current rates for any change to the Service, such change to be set out in a change Order Form and (ii) immediately cease any use of the Service in excess of the Usage Limitations unless a new Order Form is agreed which encompasses the full consumption. Subscriber undertakes to notify Inriver in case any Business Unit or its parent company acquires third party entities either through assets or shares which may increase the use of the Service and the Parties will engage in good faith discussions to document such use in a change Order Form.

2.13. **Audit.** To verify that Subscriber's use of the Service is within the applicable Usage Limitations and in conformity with the Order Form, Inriver will collect aggregated usage metrics on a regular basis. Such metrics shall not contain any product information and is restricted to usage data only. In strict compliance with the Confidentiality clause (in section 6), Subscriber hereby authorizes Inriver to access the Subscriber's environments and Subscriber Content on the aforementioned conditions for the purposes of verifications, tests, continuous improvement or resolution of anomalies or incidents, or control of use of the Service. If the audit reveals a use of the Service exceeding the Usage Limitations, Inriver, without prejudice to its other rights and remedies, shall be entitled to charge, in addition to the sums due pursuant to paragraph (i) of Section 2.12, an additional fee amounting to 10% of the Subscription Fee that should have been paid for the Service used in excess of the Usage Limitations.

3. SUBSCRIBER CONTENT

3.1. **Ownership.** Subscriber represents and warrants that Subscriber or its Affiliate(s) own all Subscriber Content or have permission from the rightful owner to use each of the elements of Subscriber Content and that Subscriber or its Affiliate(s) have all rights necessary to use the Subscriber Content in connection with the Service. Subscriber is and remains solely responsible for all Subscriber Content and its compliance with applicable laws and regulations. Subscriber and/or its Affiliate(s) shall retain ownership of Subscriber Content and any derivative works thereof. Subscriber may, at all times during the Subscription Term, import, export, download and delete all Subscriber Content from the Service. Subscriber acknowledges and agrees that Inriver utilizes third-party service providers to host and provide the Service and store Subscriber Content. Notwithstanding anything to the contrary contained herein, Inriver and/or its licensors reserves the right to compile, collect, copy, modify, publish and use anonymous and aggregate data generated from Subscriber's use of the Service for analytical and other business purposes and shall own all right, title and interest therein. Notwith-standing the preceding sentence Inriver and its third party service-provides undertake to treat the Subscriber Content as Confidential Information and Section 6 below ("Confidentiality") applies without limitation.

3.2. **Protection of Subscriber Content.** Inriver will maintain, as part of the Service, commercially reasonable administrative and technical safeguards designed to secure Subscriber Content against accidental or unlawful destruction, access, loss, alteration or disclosure and shall ensure that industry standard cyber security measures are in place to keep the Service free from Malware. Subscriber Content is backed up regularly as protection against accidental or intentional data destruction (see more about Inriver security in section 4.2 below). Subscriber is responsible to ensure that the Subscriber Content remains in compliance with applicable law and shall ensure that industry standard cyber security measures are in place to keep Subscriber Content free from Malware.

3.3. **Access.** Subscriber hereby authorizes Inriver and its subcontractors to access Accounts and grants Inriver a worldwide, non-exclusive right and license to use, modify, reproduce, display and disclose Subscriber Content solely to the extent necessary to provide the Service and meet Inriver's obligations under this Agreement, including responding to Subscriber's support requests. Any subcontractors Inriver utilizes will only be given access to the Account and Subscriber Content to the extent reasonably necessary to provide the

Service and will be subject to confidentiality obligations. Inriver shall be responsible for its subcontractors' actions and omissions.

4. PRIVACY AND SECURITY

4.1. **Privacy and Data Protection.** Inriver complies with applicable data protection legislation, including the EU General Data Protection Regulation 2016/679 ("GDPR"). Inriver will not process nor collect any personal data from the Subscriber, its Affiliates and Authorized Users other than what is necessary for Inriver to provide the Service, this includes the collection of name, email address, password and log of use of Service for each Authorized User. Subscriber shall not use Service in any way to store any personal data, undertakes never to use personal data as Input into AI Functions and confirms that it has collected all necessary approvals from third parties (including Authorized Users) for such processing activity as required by applicable data privacy legislation. The Service is provided subject to Inriver's Privacy Notice at https://www.inriver.com/privacy-policy/, updated from time to time.

4.2. **Security.** Inriver shall provide the Service with high appropriate administrative, technical and physical safeguards with appropriate level of measures, as further described in Inriver Service Security on www.inriver.com/doc/servicesecurity, updated from time to time. Inriver maintains a certified Information Security Management System ("ISMS") based on ISO/IEC 27001:2022 and ISO/IEC 27701:2019 and complies with SOC 2 Type 2 requirements and security controls. The ISMS is risk-based and designed to (i) protect Inriver's and its customers' information, systems and business processes with appropriate controls and capabilities, and (ii) enable security and privacy by default and by design. Inriver applies its Information Security Policy across its organization, underpinned by the principles of confidentiality, meaning that only authorized persons have access to the information, and integrity, meaning that the information is accurate and complete. Inriver's security program is company-wide and based on applicable law, industry best practices and standards, and comprises policies, procedures, instructions and processes including, but not limited to, data protection and privacy, business continuity, AI security, network security, vulnerability management, security incident response, compliance, legal, risk management, physical and environmental security, identity and access management, acceptable use, communications and operations management, third-party security management, and secure system development.

5. PAYMENT

5.1. **Fees.** Payment shall be made to Inriver within thirty (30) days as from the date of invoice, unless otherwise provided in the Order Form. Subscriber is aware that payment obligations are non-cancelable and Subscription Fees paid are non-refundable. Quantities purchased and specified in an Order Form cannot be decreased during the relevant Subscription Term. For Services that are subject to fees based on consumption/usage and/or that includes consumption/usage limitations, any overage will be invoiced separately based on the then current pricelist following the overage has been made by Subscriber. All other invoicing as well as payments shall be completed in advance of each corresponding payment period (as set forth in the order Form) and before such period starts (first invoice may be an exception depending on Start Date). Inriver shall have the right to assess a late interest on any overdue amount equal to the lesser of: (i) 1.5% of the outstanding balance per month; or (ii) the highest rate allowed by applicable law. In the event that Inriver would seek legal recourse for the collection of any unpaid Subscription Fees from Subscriber, after having sent at least two reminders, Inriver will be entitled to an award of reasonable attorney's fees and other costs incurred by Inriver in such matter. If any Subscription Fee is overdue by more than thirty (30) days, Inriver may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Inriver shall not be held liable for any loss and/or damage suffered by Subscriber, its Affiliates and/or its Authorized Users as a result of such suspension. Any amounts due by Inriver to Subscriber may not be setoff against any current or future Subscription Fees due to Inriver. Subscriber is responsible for providing complete and accurate billing and contact information to Inriver and notifying Inriver of any changes to such information.

5.2. **Renewal and Index.** Inriver will, without prior written notice, increase the Subscription Fee once per year, regardless of Initial Term or Renewal Term, with three (3) percent and additional positive indexation according to the Swedish Labor Cost Index (AKI), salaried employees, group 25-30,33 (engineering), see link here.

5.3. **Purchase Order.** If Subscriber requires specific purchase order information on the invoice from Inriver, Subscriber shall be responsible to provide all such information to Inriver by email at finance@inriver.com at the latest on i) the Start Date regarding the first payment period, and ii) 10 days prior to the agreed payment term for the following invoices. The Subscriber acknowledges and agrees that delays in providing the Purchase Order Information shall not impact the applicable payment due date. For the avoidance of doubt, any terms and conditions set forth on a purchase order shall not apply.

5.4. **Taxes.** The Subscription Fee does not include any levies, duties excise, sales, use, value added or other taxes, tariffs or duties that may apply to the Service ("Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Inriver has the legal obligation to pay or collect Taxes for which Subscriber is responsible, Subscriber will pay that amount unless Subscriber provides Inriver with a valid tax exemption certificate authorized by the applicable taxing authority. For clarity, Inriver is solely responsible for taxes assessable against it based on its income, property and employees.

6. CONFIDENTIALITY

6.1. **Obligations.** Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

6.2. **Required Disclosure.** If the Recipient is requested or required to disclose any of the Discloser's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the Recipient will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Discloser so that the Discloser may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Discloser is not successful in obtaining a protective order or other appropriate remedy and the Recipient is legally compelled to disclose such Confidential Information, or if the Discloser waives compliance with the provisions of this Agreement in writing, the Recipient may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

6.3. **Disposition of Confidential Information on Termination.** Upon termination or expiration of this Agreement or upon the Discloser's written request, the Recipient will, except for any Subscriber Content, return to the Discloser all copies of Confidential Information already in the Recipient's possession or within its control. Alternatively, upon prior written notice, the Recipient may destroy such Confidential Information; provided that the Confidential Information is (i) destroyed in accordance with applicable law, rule or regulation and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case a representative of the Recipient will certify in writing to the Discloser that all such Confidential Information has been so destroyed. The obligations with respect to Confidential Information, as set forth in this section 6, shall continue in force and effect for a period of five (5) years after termination or expiration of this Agreement or, with respect to such portions of such Confidential Information that constitute trade secrets under applicable law, for so long as such trade secret status is maintained.

6.4. **Remedy.** Each Party acknowledges that a breach of this section 6 may result in irreparable and continuing damage to the Discloser for which monetary damages may not be sufficient and agrees that the Discloser will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

7. WARRANTIES

7.1. **Mutual Warranties.** Each Party represents and warrants to the other Party throughout the Subscription Term that: (i) it is a business organization duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of the Agreement, or use of the Service, will not conflict with or violate any provision of any law having applicability to such Party; and (iii) that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2. **Inriver Warranty.** Inriver warrants throughout the Subscription Term that: (i) this Agreement, the Order Form(s) and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Content, (ii) Inriver will not materially decrease the overall security of the Services, and (iii) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Inriver shall, at its option, either modify the Services or provide a workaround solution to comply with the above warranty, within a commercially reasonable time. If neither option is achievable within such time frame Subscriber is, subject to section 9, entitled to damages suffered due to the breach. The above shall be the Subscriber's sole and exclusive remedies.

7.3. **Disclaimer.** EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, INRIVER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. INRIVER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INRIVER DOES NOT WARRANT THAT THE SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE COMPLETELY ACCURATE OR ERROR FREE OR WILL MEET SUBSCRIBER'S REQUIREMENTS. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF INRIVER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND, SUPPORT SERVICES ARE PROVIDED "AS IS." INRIVER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER LOSS OR DAMAGE RESULTING FROM (A) TRANSFER OF DATA OVER COMMUNICATION NETWORKS SUCH AS THE INTERNET AND/OR (B) INABILITY TO ACCESS, INTERFACE WITH OR GET ACCURATE DATA FROM THIRD-PARTY SYSTEMS AND/OR APPLICATIONS THAT THE SERVICE IS DEPENDENT ON.

8. INDEMNIFICATION

8.1. **Inriver Indemnification.** Inriver will, at its expense, defend Subscriber against any claim, demand, suit or proceeding made by a third party alleging that the Service infringes the Intellectual Property Rights of such third party and will pay all costs or damages that are finally awarded to such third party by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by Inriver. Subscriber will: (i) notify Inriver in writing promptly however never later than within thirty (30) calendar days of its receipt of notice of the claim; (ii) give Inriver sole control of the defense and settlement of the claim (except that Inriver will not settle any claim that results in liability or an admission of liability by Subscriber without Subscriber's prior written consent, such consent not to be unreasonably withheld or delayed); and (iii) provide Inriver with all reasonable assistance, information, and authority necessary to perform Inriver's obligations under this paragraph. Notwithstanding the foregoing, Inriver will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (a) use of the Service in combination with materials including software, hardware or content not furnished by Inriver and the Services

or use thereof would not infringe without such combination; (b) Subscriber Content; or (c) Subscriber's breach of this Agreement.

8.2. Remedies. In the event the Service is held or is believed by Inriver to infringe or misappropriate any Intellectual Property Right of a third party, Inriver will have the option, at its expense, to: (i) replace the Service with a non-infringing equivalent; (ii) modify the Service to be non-infringing; (iii) obtain for Subscriber a license to continue using the Service; or if options (i) – (iii) are not possible or commercially reasonable (iv) terminate the Agreement and refund any prepaid fees for Service not yet provided for the remainder of the Subscription Term. The foregoing remedies constitute Subscriber's sole and exclusive remedies and Inriver's sole liability with respect to any third-party infringement claim.

8.3. Subscriber Indemnification. Subscriber will, at its expense, defend Inriver against any claim, demand, suit or proceeding made by a third party alleging that the Subscriber Content infringes the Intellectual Property Rights of such third party or that Subscriber would not have such requisite rights to access such third party services in connection with its use of the Connector or breached the terms of such access as represented and warranted under section 2.5 or that Subscriber Content violates laws or industry-specific regulations such as, but not limited to, product safety, environment, labeling and marketing regulations including any product liability claims and will pay all costs, losses or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in written settlement signed by Subscriber. Inriver will: (i) notify Subscriber in writing promptly however never later than within thirty (30) calendar days of its receipt of notice of the claim; (ii) give Subscriber sole control of the defense and settlement of the claim (except that Subscriber will not settle any claim that results in liability or an admission of liability by Inriver without Inriver's prior written consent, such consent not to be unreasonably withheld or delayed); and (iii) provide Subscriber with all reasonable assistance, information, and authority necessary to perform Subscriber's obligations under this paragraph.

8.4. Loss Mitigation and Participation. The indemnified Party acknowledges and agrees that it shall use commercially reasonable efforts to mitigate the costs and expenses related to such claim. The indemnified Party may reasonably participate in such defense, at its sole expense.

9. LIMITATION OF LIABILITY

9.1. Excluded Damages. EXCEPT WITH RESPECT TO DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR ANY ORDER FORM FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, OR COSTS LINKED TO THE PERFORMANCE BY A THIRD PARTY OF THE OTHER PARTY'S OBLIGATION UNDER THIS AGREEMENT, OR FOR ANY LOSS OF USE, PROFITS, REVENUE OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. Limitation of Liability. EXCLUDING EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 6 (CONFIDENTIALITY) AND SECTION 8 (INDEMNIFICATION), AS WELL AS DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES RESULTING FROM OR IN RELATION TO THIS AGREEMENT OR ANY ORDER FORM, (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE UNDER THE RELEVANT ORDER FORM BY SUBSCRIBER IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. INRIVER SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM SUBSCRIBER'S AND/OR ITS AUTHORIZED USERS FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT OR CLAIMS STEMMING FROM SUBSCRIBER CONTENT INCLUDING PRODUCT LIABILITY, MARKETING AND INDUSTRY SECTOR SPECIFIC REGULATIONS AND REQUIREMENTS.

9.3. Liability to Affiliates and Authorized Users. ANY LOSS OR DAMAGE INCURRED BY A SUBSCRIBER'S AFFILIATE OR AUTHORIZED USER RESULTING FROM AN ACT OR OMISSION OF INRIVER WILL BE TREATED AS A LOSS OF OR DAMAGE TO THE SUBSCRIBER UNDER THIS AGREEMENT AND THE SUBSCRIBER ALONE WILL HAVE THE RIGHT TO MAKE A CLAIM FOR ANY SUCH LOSS OR DAMAGE UNDER THIS AGREEMENT ON BEHALF OF THE RELEVANT AFFILIATE OR AUTHORIZED USER SUBJECT TO THE RELEVANT LIMITATIONS OF LIABILITY.

9.4. Claims. THE PARTIES MUST, IN ORDER TO PRESERVE ITS RIGHT TO COMPENSATION, GIVE THE OTHER PARTY NOTICE OF ANY CLAIM WITHIN THREE (3) MONTHS FROM WHEN THE AFFECTED PARTY BECAME AWARE OR REASONABLY SHOULD HAVE BECOME AWARE OF THE BASIS FOR THE CLAIM.

9.5. Allocation of risks. The limitations of liability and exclusions contained in this Agreement are reflected in the pricing for the Services made available hereunder, they represent an agreed-upon allocation of risk between the Parties and are an essential part of this Agreement. This section 9 is also applicable to the insurers of the Parties and any recourse (either by direct action or subrogation) by the insurers of either Party against the other Party or its insurers. Any liability which cannot be excluded or limited by operation of law, notably in case of gross negligence or willful misconduct shall remain applicable, in which event the limitation shall be the minimum amount required by law, if any.

10. TERM AND TERMINATION

10.1. Term. The term of this Agreement will commence on the date Subscriber signs the first Order Form and if not terminated earlier as provided in this Agreement, will continue in effect until the end of the Initial Term and will automatically renew for subsequent renewal terms of 12 months each ("Renewal Term") unless terminated by either Party by providing the other Party a written notice of termination not later than one hundred and twenty (120) days prior to the then-current expiration of the Initial Term or Renewal Term, as applicable.

10.2. Termination. Either Party may terminate this Agreement and any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Inriver may suspend the Service in the event Subscriber is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Subscriber. In the event of suspension due to Subscriber's material breach of this Agreement, Subscriber will remain liable for all Fees applicable to the Subscription Term that would have been paid had the Service not been suspended.

10.3. Effect of Termination. Upon termination, Subscriber, its Affiliates and Authorized Users will cease using the Service and Subscriber will pay (if any) all outstanding fees, charges and expenses incurred through the effective date of termination. In the event this Agreement is terminated by Subscriber for a material breach by Inriver, Inriver will refund any prepaid fees for the Service not yet provided to Subscriber. If Subscriber requires assistance in extracting Subscriber Content, Subscriber shall provide a written request to Inriver no later than fifteen (15) days prior to the end of the Subscription Term, or in case of a termination with immediate effect, within 15 days from such termination. Assistance will be provided against an administrative fee. Upon termination or expiration of this Agreement, all rights granted hereunder to Subscriber related to the Service will cease and Inriver reserves the right to delete all Subscriber Content.

10.4. Survival. Upon any expiration of the applicable term for the Service or termination of this Agreement, any provision of this Agreement which, by its nature, would survive termination of this Agreement will survive any such termination of this Agreement, including without limitation the following sections: 2.9 (Reservation of Rights), 2.13 (Usage Limitations), 5 (Payment), 6 (Confidentiality), 8 (Indemnification), 9 (Limitation of Liability) and 11 (General Provisions).

11. GENERAL PROVISIONS

11.1. Export Laws. The Services and derivatives thereof may be subject to export laws and regulations of the United States, the European Union and other jurisdictions. Inriver and Subscriber each represent that it is not named on any U.S. government denied-party list. Subscriber will not permit any user to access or use any Service or content in a UN, EU or U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, Russia or Crimea) or in violation of any UN, EU or U.S. export law or regulation.

11.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

11.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

11.4. Force Majeure. Neither Party will be responsible for delays or failures in performance resulting from acts of government, acts of terror, acts of civil military authority, fire, flood, earthquake, labor dispute, epidemics, pandemics, telecommunications or Internet service interruptions, cyberattacks or other acts or causes reasonably beyond the control of that Party. The Party experiencing the force majeure event agrees to give the other Party notice promptly following the force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. Except for obligations of payment of any fees owed, in the event any failure to perform because of a force majeure event remains uncured for a period of 30 days, the other Party may terminate this Agreement, without liability, by providing written notice.

11.5. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld). Notwithstanding the above, the Parties irrevocably consent that the other Party be entitled to assign this Agreement in its entirety (including all Order Forms) to its Affiliate or in connection with a merger, corporate reorganization, or sale or transfer of all or substantially all of its assets, provided that; (i) such assignee can honor the assignor's obligations under the Agreement, (ii) the assignment does not result in any extended use of the Service; and (iii) the assignee is not a direct competitor of the other Party. The assigning party must notify the other Party in writing without undue delay of such transaction and shall provide all necessary information on the assignee. The assigning Party shall not remain jointly liable with the assignor for its obligations under the Agreement (including all Order Forms) and shall be released from all such obligations as from the date of such transaction, which is hereby irrevocably accepted by the non-assigning Party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assignees. Notwithstanding the foregoing, Inriver shall be entitled to assign its rights to receive Subscription Fees (including interest and other related collection costs) to an external factoring company and the Subscriber will be notified thereof separately. Payment shall in such event be made irrevocably by the Subscriber to such company.

11.6. Governing Law. This Agreement will be governed by the laws of the State of Delaware, without regard to conflict of law principles, and ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT (INCLUDING WITHOUT LIMITATION ANY DISPUTE RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION) SHALL BE FINALLY SETTLED IN THE STATE OR FEDERAL COURTS LOCATED IN WILMINGTON, DELAWARE, AND EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS.

In addition to above, the Parties agree that: i) any claims or counterclaims based on this Agreement shall only be raised by the Subscriber against Inriver and not a company to which Inriver may have assigned the right to

collect and receive payment; ii) any action for collection of payment obligations may be brought in any court with competent jurisdiction (notwithstanding the contrary above); iii) any claim under this Agreement must be filed within twelve (12) months from when a Party became aware of the basis for the claim (provided that the condition in section 9.4 has been respected); and iv) the Parties unconditionally waives any right to have a jury trial.

11.7. Publicity. Neither Party may issue or make any press release, announcement or publication containing or otherwise use any of the other Party's trademarks without the other Party's prior written approval; provided that, during the term of this Agreement, Subscriber grants Inriver the right to use Subscriber's name and logo to identify Subscriber as a customer on Inriver's website and in other Inriver marketing materials. Upon specific request from Inriver, Subscriber may agree to participate in events or publications.

11.8. Severability & Waiver. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

11.9. Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing to the addresses identified in the Order Form or to the Service administrator, designated by Subscriber. Notices from Subscriber to Inriver of termination or non-renewal or material breach or violation of the Agreement must be addressed to "ATTENTION: LEGAL DEPARTMENT" or by email to legal@inriver.com with copy to the current designated Inriver account manager. Billing-related notices to Subscriber will be addressed to the relevant billing contact provided by Subscriber and notices to Inriver shall be addressed to finance@inriver.com. All notices will be considered delivered upon (i) personal delivery, (ii) the fifth business day after mailing, or (iii) the day of sending by email.

11.10. Entire Agreement and order of Precedence. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. In case the AI Addendum (Section 2.6) applies, the content of such Addendum takes precedence over this Agreement in the event of conflict. This Agreement may not be amended or modified except by mutual written agreement.