

SA2 WORLDSYNC DATA SYNCHRONIZATION STANDARD BUSINESS CONDITIONS

United States Version

1. Subject

1.1. The regulations in this SA2 Worldsynchronisation Standard Business Conditions apply to each contract ("Contract") that SA2 Worldsynchronisation GmbH, with office address Von-der-Wettern-Str. 27 51149 Köln, Germany ("SA2 Worldsynchronisation") or a company affiliated with SA2 Worldsynchronisation concludes with the contracting party ("Company").

1.2. Any purchasing conditions or general trading conditions of the contracting party do not apply.

1.3. SA2 Worldsynchronisation provides solutions for data synchronisation to all supply chain participants by using dedicated SA2 systems such as – but not limited to - the certified SA2 data pool system in the Global Data Synchronisation Network ("GDSN") and the SA2 data transaction platform.

1.4. In general SA2 solutions enable business to synchronize information including – but not limited to – item master data, price data and media data. These solutions may include value added services and tools / interfaces for extending and supporting the functions of SA2 systems.

2. Scope

2.1. SA2 Worldsynchronisation provides to Company the access to SA2 solutions as set forth in the Contract, this Standard Business Conditions and any applicable Schedule, subject to Company fulfilling its responsibilities (Sec. 3 below) and further subject to Company paying all fees when due.

2.2. SA2 Worldsynchronisation only provides systems, tools / interfaces and value add services and has no control over and is not responsible for the quality, safety or legality of the goods or services offered or sold, the truth or accuracy of any information provided by users (including the information related to a user's perceived or actual identity) or the ability of users to complete the purchase or sale of goods or services.

3. Company's obligations; use of solutions

3.1. Company is prohibited from using the solutions in a manner not contractually agreed.

3.2. Company shall appoint a contact person. The contact person will fully and cooperatively participate in the project and be readily available to review and provide feedback on all project deliverables.

3.3. Company will make any information, texts and documents essential for executing a contract available to SA2 Worldsynchronisation free of charge.

3.4. Once the SA2 Worldsynchronisation solution is implemented in the SA2 Worldsynchronisation production environment, Company (except the Self Enablement Customers) will utilize SA2 Worldsynchronisation Support Desk for level 1 support.

3.5. Company undertakes to only use the Company ID assigned to it by SA2 Worldsynchronisation for the purposes of data exchanges with SA2 Worldsynchronisation.

3.6. SA2 Worldsynchronisation will deliver the application for Company acceptance only when all SA2 Worldsynchronisation internal testing is complete. Acceptance will be coordinated with SA2 Worldsynchronisation and scheduled after internal pre-production testing to allow for the availability of the most robust testing environment. Company will provide timely signoff of acceptance.

3.7. Company agrees to comply with all Laws applicable to Company's use of the GDSN. Company specifically agrees not to use the GDSN and the services 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, which could result in the violation of any laws.

3.8. Company agrees not to breach or facilitate the breach of any security measure implemented by SA2 Worldsynchronisation. Company agrees not to modify, copy or distribute any part of the technology used to provide the

Service or allow access to or use of the GDSN or the Data by or for the benefit of any third party, including without limitation, providing timeshare services, service bureau services, outsourcing or consulting services.

3.9. Company agrees not to engage in any conduct that would restrict or inhibit other users from using and enjoying the full benefits of the services provided by SA2 Worldsinc and agrees to use reasonable efforts to ensure that data and content Company provides to SA2 Worldsinc is true, complete, timely updated and accurate, does not infringe upon the intellectual property rights of any third party and is not defamatory, trade libelous, threatening or harassing.

3.10. Company agrees to comply with the Terms of Participation Agreement of GS1 GDSN, Inc. in their then current version, which can be inspected anytime at GS1 Homepage. Alternatively SA2 Worldsinc will send them by post or email on demand.

4. Term and termination

4.1. The Contract shall commence on the required commencement date, provided that SA2 does not exercise its right to contest this signed contract within ten (10) days, and will continue for an initial term of one (1) year. Likewise, the term of any continuing Service provided by SA2 Worldsinc shall have a term of one year as of the Commencement date. Thereafter, the term of the Contract and any attendant Service provided will automatically renew for additional one year renewal terms, unless one party provides written notice to the other party three (3) months prior to the expiration of the then-current term.

4.2. The right of both Parties to terminate the Contract or any Service provided hereunder for cause shall remain unaffected.

5. Subscription fees and other charges

5.1. Company will pay to SA2 Worldsinc a one-time set-up fee and an annual subscription fee for the initial term and for each subsequent term (if any) of the Contract as set forth in the Contract.

5.2. SA2 Worldsinc fees are based upon the SA2 Worldsinc price list valid at the commencement date.

5.3. The setup fee is charged one time upon signature of a contract.

5.4. The annual fee is based on 3 key criteria:

- a. company size (annual turnover)
- b. number of GTINs (low – medium – high)
- c. preferred enablement program (self – assisted – premium)

5.5. Company undertakes to verify its annual turnover one month before expiration of the current treaty year and inform SA2 immediately if any changes occur.

5.6. The annual subscription fee and the one-time set-up fee are payable by Company upon execution of the Contract. Company will be invoiced for each subsequent renewal term (if any) at the then-applicable annual subscription fee rate with such fees to be paid in advance of the commencement of the applicable renewal term.

5.7. Any additional services performed by SA2 Worldsinc shall generally be settled in accordance with time required.

5.8. All invoices are due within 30 days after their receipt.

5.9. All monies referenced in this document are net, excluding any taxes, if any, and are in the relevant country currency (as laid down in the contract).

6. Intellectual property, ownership, & rights to data

6.1. SA2 Worldsinc, its customers, subcontractors, suppliers and licensors are the exclusive owner(s) of and retain all right, title and interest to the services, the documentation, all intellectual property rights, customizations, improvements, enhancements, materials, computer software, data or information (exclusive of the data which is owned and provided by the Company) or other proprietary materials developed, provided or used by SA2 Worldsinc, its suppliers, or licensors to provide the services.

6.2. Company represents and warrants that all data and any other files, content or information provided to SA2 Worldsinc (or its subcontractors) by Company is owned by or licensed to Company. Subject to Section 7, Company hereby grants to SA2 Worldsinc a limited, non-exclusive, worldwide, royalty-free right to reproduce, transmit, display, and modify any data it may send to SA2 Worldsinc for the purposes set forth in the Contract, this Standard Business Conditions and any applicable Schedule. Subject to Section 7, Company also hereby grants to Worldsinc the limited, non-exclusive, royalty-free right to provide Company's data (if applicable) to a third party for the sole purpose of hosting, cleansing, or formatting the data to facilitate the use of the data in accordance with the Contract, this Standard Business Conditions and any applicable Schedule.

6.3. SA2 Worldsinc will publish data on market places and other clearing centres in order to enable the widest possible access to this data. This provision does not apply to data defined as 'non-public', i.e. data destined for exchange between two parties only (e.g. own brands or private price data).

6.4. Except as expressly provided therein, nothing in the Contract, this Standard Business Conditions and any applicable Schedule is intended to grant either Party any rights held by the other Party under any patent, trademark, trade secret, copyright, or other proprietary right.

7. Confidentiality

7.1. As used herein, "Confidential Information" will mean, any and all information, data (including without limitation all data and information of any trading partner of SA2 Worldsinc which is accessed via the services), know-how, processes, texts, and copies in any form, including but not limited to written, oral, or electronic form shared by either Party pursuant to the Contract, this Standard Business Conditions and any applicable Schedule, excluding any information that (i) either Party can document is generally known in the business-to-business retail exchange industry, (ii) becomes known to either Party other than through a breach of confidence, or (iii) that is provided by a third party under no obligation to keep such information confidential.

7.2. Each Party will hold in strictest confidence and protect the Confidential Information of the other Party from disclosure to any other party for a period of five (5) years from the date of disclosure, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Each Party will use the Confidential Information only for the purposes set forth in the Contract, this Standard Business Conditions and each applicable Schedule.

7.3. Confidential Information received hereunder may be provided to each Party's employees, agents and consultants, and its Affiliates' employees, agents and consultants, each of whom having a need to know and who are and have agreed to be bound to protect the received Confidential Information from unauthorized use and disclosure in accordance with the terms of the Contract, this Standard Business Terms and any applicable Schedule. Both Parties will be responsible for the unauthorized disclosure of Confidential Information by its employees or agents, and will advise the other Party immediately if it learns or has reason to believe that any employee or individual acting under its direction and having access to Confidential Information has violated or intends to violate the terms of the Contract, this Standard Business Terms and any applicable Schedule. Both Parties will cooperate at their own expense in seeking suitable injunctive or other equitable relief against such employee or individual.

7.4. In the event either Party is legally required to disclose all or any part of any Confidential Information, disclosure pursuant to such legal requirement will not be a breach of the Contract, this Standard Business Conditions and any applicable Schedule provided that disclosing Party provides the other Party with prompt notice (if legally permitted) of such request(s) so that owner of the Confidential Information may seek an appropriate protective order or restrict the scope of such required disclosure. If either Party is compelled to disclose Confidential Information, it is permitted to disclose only such portion of Confidential Information required to be disclosed, and will use its commercially reasonable efforts to assist the other Party in obtaining confidential treatment for the disclosed Confidential Information.

7.5. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are provided to a Party, or are made by a Party, are and will remain the property of the disclosing Party and will be promptly returned to the disclosing Party upon the earlier of the disclosing Party's request or the termination or expiration of the Contract, this Standard Business Conditions and any applicable Schedule. The receiving Party will notify the disclosing Party in writing that all un-returned copies, if any, have been destroyed.

8. Warranty

8.1. SA2 Worldsynchron warrants that it will perform the services under the Contract, this Standard Business Conditions and any applicable Schedule in a professional, timely and competent manner.

8.2. ANY EXPRESS WARRANTIES PROVIDED BY THE PARTIES IN THE CONTRACT, THIS STANDARD BUSINESS CONDITIONS AND ANY APPLICABLE SCHEDULE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

9. Limitation of liability

9.1. EXCEPT WITH RESPECT TO (A) CLAIMS RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN SECTION 12, (B) THE UNAUTHORIZED DISCLOSURE OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION: (i) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. When providing the services, SA2 Worldsynchron is dependent on the provision of third party services and on the accuracy and completeness of data provided by third parties. SA2 Worldsynchron does not assume any liability for the availability, integrity, accuracy and completeness of any data and its services to the extent that such data have been made available by third parties or access to the services depends on third party services.

10. Miscellaneous

10.1. Applicable law: This Agreement will be governed by and interpreted in accordance with the laws of the State of New York excluding the conflict of law provisions and the Uniform Computer Information Transactions Act (UCITA). The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.2. **Place of Delivery and Jurisdiction:** All disputes arising out of or in connection with the Subscription Agreement contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Washington, DC. The arbitration shall be conducted in English.

10.3. **Assignment:** The Contract Partner may not assign rights and obligations in accordance with a contract to third parties without the prior written approval of SA2 Worldsynchron.

10.4. **Legal succession:** Obligations arising from contracts concluded on the basis of these General Terms and Conditions of Business are also binding for the legal successors of each Contract Party.

10.5. **Full agreement and amendments:** No agreements are made in addition to those included in a contract. The provisions of a contract may only be amended in writing; a written text in accordance with § 126 b of the German Civil Code is not sufficient. This shall also apply for waivers to this requirement of a written form. Replacing the written form with an electronic form is not permissible in this case.

10.6. **Execution of contract by third parties:** SA2 Worldsynchron shall be entitled to involve third parties for the purpose of fulfilling its obligations relating to contracts concluded hereafter, including companies associated with SA2 Worldsynchron.

10.7. **Force majeure:** With the exception of the obligation to make payment, each party shall be exempted from the fulfillment of contractual obligations based on contracts concluded hereafter for as long as this is not possible as a result of force majeure. Force majeure notably includes strikes, legal lockouts, fire, floods, regulatory measures, default or failure to fulfill on the part of suppliers, earthquakes, breakdowns and faults in the communication networks and gateways of other operators or other circumstances which are not the responsibility of the respective party willing to perform a service.