

Master Services Agreement (“MSA”)

This MSA governs Customer’s use of the Shopping Feed[®] Platform software-as-a-service-solution and Services and is entered into between Customer and Shopping Feed effective as of the Effective Date. Capitalized words have the meanings stated in Section 1.0 (DEFINITIONS). In consideration of the covenants and promises in the Agreement and intending to be legally bound as indicated by Customer’s submission and Shopping Feed’s acceptance of an SOW, the parties agree as follows:

1.0 DEFINITIONS.

“**Additional Services**” means additional Services stated in an ASO.

“**Agreement**” means the terms and conditions in this MSA, together with all SOWs and all Exhibits.

“**ASO**” is the document that may be used to contract for Additional Services. Any reference to an ASO refers to an SOW.

“**Shopping Feed**” or “**SF**” means the Shopping Feed affiliated corporate entity stated in the SOW. “Shopping Feed Network” collectively means the marketplaces, search engines, comparison shopping sites, and the like, which Shopping Feed supports as destinations for Services.

“**Shopping Feed Platform**” means Shopping Feed’s proprietary cloud-based e-commerce software platform that is comprised of a series of Modules that may be used independently or together pursuant to SOWs. This term was previously “SF Complete.”

“**Comparison Shopping Module**” is the term previously used to refer to the Module of the Shopping Feed Platform that allows a Customer to manage multiple data feeds to comparison shopping engines.

“**Confidential Information**” means any information directly or indirectly disclosed by one party to the other party, in writing, orally or by inspection of tangible objects, which is designated as “Confidential,” “Proprietary” or a similar designation. Information communicated orally is considered Confidential Information only if designated as Confidential Information upon disclosure and confirmed by the discloser in writing no later than 20 days thereafter. The Shopping Feed Platform and the related Documentation and visual interfaces, buyer information, pricing, any negotiated terms of the Agreement and market strategies, are Shopping Feed’s Confidential Information without need to mark or designate the information as confidential or proprietary. Confidential Information does not include any information that: (a) is or becomes publicly available through no action or inaction of the receiving party, (b) is already in the receiving party’s possession at the time of disclosure, (c) the receiving party obtains from a third party

without a breach the third party's obligations of confidentiality, or (d) the receiving party independently develops without use of the disclosing party's Confidential Information.

“Customer” means the entity or individual identified in the SOW as the contracting entity, licensee or individual to receive the Services. This term was previously “Company.”

“Digital Marketing Module” means the Module further described at which allows a Customer to manage digital marketing campaigns across multiple channels and providers from a single interface.

“Documentation” means all materials, including drawings, diagrams, specifications, documentation, product descriptions, training manuals and user manuals that Shopping Feed provides (either online or hard copy) to assist and define Customer's use of the Services.

“Effective Date” means the effective date stated in the SOW.

“Fees” means the monies due from Customer to Shopping Feed as consideration for the Services and licenses in the Agreement and all charges or fees imposed by third parties on Shopping Feed in connection with the Services including without limitation application programming interface (API) fees.

“GMV” or **“Gross Merchandise Value”** means the sum equal to the value of Customer's merchandise sold using any Service (for example, sold on a Channel or Customer's e-commerce website). GMV excludes shipping, sales tax, and, where applicable, VAT and GST, if the Channel itemizes these amounts. GMV is calculated at the time of completion of checkout by a buyer except for (a) sales on Channels (for example, deal sites) where the value of the items sold is calculated based on a negotiated price between Customer and the Channel, and (b) sales on eBay, where GMV is determined at the time a prospective buyer commits to buy an item for a fixed price or, in the case of an auction, at the close of the auction. GMV includes the value of other products or services Customer sells (as an upsell) using Shopping Feed Checkout functionality (for example, accessories and other products). For purposes of calculating GMV, GMV is converted to the appropriate currency stated in the applicable SOW on a daily basis (using Greenwich Mean Time (GMT) as the standard time) applying the applicable rates at <http://www.currencysystem.com/currencyserver/feeds/> or a similar service that Shopping Feed reasonably designates from time to time.

“Intellectual Property” means all trade secrets, patents and patent applications, trademarks, service marks, trade names, copyrights and all other intellectual property and proprietary rights whether registered or unregistered.

“**Marketplaces Module**” means the Module which allows a Customer to manage its products on multiple marketplaces (for example eBay.com, or Amazon.com) from a single user interface. The Marketplaces Module was previously referred to as “Premium Marketplaces” and any reference to Premium Marketplaces now means “Marketplaces.”

“**Marks**” means any word, symbol or device, or any combination, used or intended to be used by a party to identify and distinguish the party’s or its third party licensor’s products or services from the products or services of others, including without limitation trade names, trademarks, service marks and logos.

“**Customer Marks**” refer to any Marks of Customer and includes third party marks Customer may provide to Shopping Feed or that are incorporated in Product data.

“Shopping Feed Marks” refers to Marks of Shopping Feed.

“**Module(s)**” means functional applications that comprise the Shopping Feed Platform, including without limitation the following, as well as any prior or subsequent name changes and any combinations: (a) Digital Marketing, (b) Marketplaces, (c) Rich Media, and (d) Webstore Amplifier. A Customer gains access or obtains Services with respect to a certain Module of the Shopping Feed Platform by entering into an SOW.

“**Channel**” means those internet websites owned and operated by a third party (for example, eBay, Amazon, Shopping.com, Google) that Shopping Feed supports as part of the Shopping Feed Network associated with a Module. This term was previously “SF Channel.”

“**Channel Account**” means Customer’s account with a Channel.

“**Product data**” means all Customer product information and files that the Customer provides or uploads to Shopping Feed or otherwise stores in the Shopping Feed Platform, to be used as part of the Services including without limitation image files, text, templates, product descriptions, prices, Customer Marks and any other related information. This term was previously “Materials.”

“**Services**” means the services to be provided by Shopping Feed to Customer as stated in this MSA and an SOW including without limitation any licensed software and code. Services may include without limitation a grant of self- service access to Module(s) of the Shopping Feed Platform (“Self Service”), managed services (“Managed Services”), launch services (“Launch Services”) or other services as described in an SOW.

“**Site Fees**” means fees incurred in listing, advertising, distributing, marketing, posting and selling Customer’s items, search terms or information to Channels. Customer is responsible for paying all Site Fees directly to the applicable Channel unless otherwise agreed in writing with Shopping Feed.

“**Statement of Work**” or “**SOW**” means a Statement of Work signed by Customer and Shopping Feed. The term “SOW” includes MSOs and ASOs, and any reference to an MSO or ASO refers to an SOW.

“**Technology**” means, collectively, the Shopping Feed Platform and Services, Documentation, functionality, URLs and integrations that enable Customer access to the Shopping Feed Platform, analytics, transaction information, all content in, and work product resulting from, the Services, and any software or technology incorporated in or made available through the Shopping Feed Platform or Services delivered by Shopping Feed to Customer, expressly excluding Product data and Customer Marks unless otherwise stated in an SOW.

“**Term**” means the period of the Agreement stated in Section 7.1 and includes the Initial Term and all Renewal Terms as defined in Section 7.1.

2.0 LICENSE/TERMS OF SERVICES/ RESTRICTIONS.

2.1 Services. Shopping Feed agrees to use commercially reasonable efforts to provide the Services as stated in an SOW.

2.2 Additional Terms for Self-Service Use. In addition to the provisions of this MSA, Exhibit A: Self-Service Additional Terms and Conditions apply to Self-Service use of any Module pursuant to and as stated in an applicable SOW.

2.3 Intellectual Property Ownership. Customer owns its Product data and Customer Marks. Shopping Feed (or its licensors) exclusively owns all right, title and interest in and to the Technology. Nothing in the Agreement implies any transfer to Customer of any ownership interest in Technology and Customer hereby assigns to Shopping Feed all Intellectual Property Rights in the Technology that Customer may have acquired by law or otherwise. Customer shall not challenge, directly or indirectly, any of Shopping Feed’s (or its licensors) rights stated in the Agreement. Shopping Feed does not grant Customer any rights except as expressly stated in the Agreement.

2.4 Restrictions. Except as expressly stated in this Agreement or in the applicable SOW, no licenses are granted by Shopping Feed and nothing in the Agreement implies any license to Customer in the Technology. No rights to any source code are granted and Customer shall not itself, or through any third party, reverse engineer, disassemble, decompile or otherwise attempt to derive source code or design information regarding any Technology and is not permitted to make any modifications to Technology. Customer may not remove or obscure any copyright, patent, trademark, trade secret or similar proprietary notice affixed to any Technology. Customer agrees that the underlying structure, sequence, organization and source code of the Technology are valuable trade secrets of Shopping Feed and shall remain strictly confidential.

2.5 Shopping Feed Platform Features and Functionality. Shopping Feed may access, monitor, remove content within, or disable Customer access to the Shopping Feed Platform if (a) a Channel requests that Shopping Feed do so, (b) Shopping Feed, in its sole discretion, believes it may incur liability because of Customer Product data, (c) Shopping Feed is required to do so by law, government order or other legal process or (d) to enforce the terms of this Agreement. In its sole discretion, Shopping Feed may change any design, layout, content, features or functions of the Technology without notice. If the changes reduce functionality and materially adversely impact Customer's use of a Module, then Customer's sole and exclusive remedy is to terminate the SOW for that Module by providing at least thirty (30) days prior written notice. Shopping Feed may temporarily suspend the Shopping Feed Platform, or any Services or both, for maintenance from time to time. Shopping Feed will give advance notice of maintenance, unless, in Shopping Feed's sole discretion, it is impractical to do so.

2.6 Documentation Licenses. Shopping Feed grants Customer the non-exclusive right to use the Documentation solely in conjunction with Customer's use of the Modules and Services, as stated in an SOW. Shopping Feed and any applicable third parties reserve all rights in their respective Documentation.

3.0 FEES. In exchange for the licenses granted in the Agreement and the Services Customer agrees to pay the Fees in accordance with the payment terms in the MSA and the applicable SOWs. Shopping Feed reserves the right to assess additional Fees for Customer's use of features or functionality of the Shopping Feed Platform outside the scope of Services described in an applicable SOW.

4.0 CUSTOMER OBLIGATIONS.

4.1 License from Customer to Distribute Product data. Only for purposes related to, and limited to, Customer's use of the Shopping Feed Platform and Services and in order for Shopping Feed to provide any Services, Customer grants Shopping Feed a non-exclusive, worldwide, royalty-free, irrevocable (during the Term only), sub-licensable right to exercise the copyright and publicity rights Customer has in the Product data. Customer represents and warrants that the Product data (a) is owned (or validly licensed for all uses required under the Agreement) by Customer or is in the public domain, (b) does not constitute defamation, libel, or obscenity, (c) does not result in any consumer fraud, product liability, or breach of contract or cause injury to any third party and (d) does not contain any viruses, Trojan horses, worms, spyware, time bombs or other forms of malware or computer programming routines that are intended to interfere with or disrupt the Shopping Feed Platform. Upon request from Customer, Shopping Feed shall provide Customer's most recent backup of the Product data to Customer, if available.

4.2 Channel Accounts. Customer is responsible for opening all Channel Accounts with the applicable Channels and agreeing to, and complying with, all applicable terms of use for the applicable Channels, even if Shopping Feed has been given a limited agency

power to agree to the terms on Customer's behalf as may be expressly stated in an SOW. Customer must provide Shopping Feed access to Customer's applicable Channel Accounts as reasonably required by Shopping Feed to perform the Services, including without limitation providing all necessary passwords and login credentials. The Channels retain all right, title and interest in and to their content and marks and may terminate Customer access to the content or marks at their convenience or as may be otherwise stated in the applicable terms and conditions of use. Any content or Marks displayed by a Channel through the Shopping Feed Platform may only be used in accordance with Customer's limited access under the applicable SOW, and is non-sublicenseable, nontransferable, and non-assignable and subject to the Channel terms and conditions. Customer has no right to sublicense, transfer, assign, sell or otherwise use the content or Marks of the Channels as accessed through the Shopping Feed Platform. Customer is responsible for all Site Fees and unless expressly agreed to otherwise with Shopping Feed in an SOW, Customer will pay Site Fees directly to the Channel in accordance with the Channel's applicable payment terms.

4.3 Privacy/Cookies. Customer must have and enforce a privacy policy that complies with all applicable laws, rules and regulations including without limitation the treatment of all personal information in accordance with European and non-U.S. governing authorities to the extent that Customer sells into international marketplaces or otherwise is subject to the laws of those authorities. Customer must secure buyer information and not allow buyer information to be disclosed except in accordance with Customer's privacy policy. Customer may not retain personal information for any period longer than necessary to complete the applicable transaction, and Customer must establish security processes to protect personal information in accordance with applicable law and at least as restrictive as industry standards, but no less than reasonable care. Customer acknowledges that Customer's information and Customer's buyers' information (personal or otherwise) may be transmitted to the United States or European jurisdictions as a result of Shopping Feed providing the Services. Customer must ensure that Customer's privacy statement discloses the use of "cookies" or similar technologies that may be used by Customer or a third party (including Shopping Feed) to track browsing and purchasing habits. Customer must comply with all applicable laws concerning "cookie" disclosures to consumers, including any opt in and opt out requirements.

4.4 Security Breaches. In accessing the Shopping Feed Platform as permitted under the Agreement, Customer must report any security breaches promptly to Shopping Feed. Customer is responsible for any breaches of security that occur through Customer's access or login credentials of the Shopping Feed Platform.

4.5 Compliance with Laws. Customer represents, warrants and covenants to Shopping Feed that at all times during the Term it complies with all applicable laws, rules and regulations and codes as updated from time to time related to Customer's performance of its obligations under the Agreement and activities that Customer undertakes in

connection with its use of the Modules and accessing the Shopping Feed Platform including without limitation those governing the online sale of goods and services and those governing anti-bribery and anti-corruption, including without limitation the U.K. Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), respectively.

4.6 Spam/Unsolicited Email/Prohibited Activities. Customer is prohibited from using for, or involving the Shopping Feed Platform or any Module or any Service with, spamming or sending any unsolicited emails or information to any person or entity. For emails that do not violate the Agreement that are sent through the Shopping Feed Platform or any Service, Customer must provide a way for buyers and consumers to request Customer stop sending emails that a buyer or consumer previously opted to receive. Customer represents, warrants and covenants to Shopping Feed that Customer will not engage in the activities prohibited in this Section or any other portion of this Agreement. In addition to all remedies available at law or in equity, Shopping Feed may immediately terminate or suspend the Agreement or the Services or both if Customer's uses a Module for purposes prohibited in this Section or any other portion of this Agreement.

4.7 Language Conversion/Support. Customer is responsible for providing all Product data in local languages and for providing buyer support in those local languages, unless expressly stated in an SOW.

4.8 Taxes. Customer is responsible for identifying any items subject to sales, use, VAT, GST, and/or similar taxes and providing the applicable rates and information to Shopping Feed for a Module and Customer shall apply the rates required by applicable law in using the Shopping Feed Platform and determine and pay all applicable taxes.

4.9 Tracking Pixels/GMV tracking. Certain Modules require tracking pixels for Shopping Feed to calculate GMV and track transactions on Customer's e-commerce site. Customer is required to install correct tracking pixels on its e-commerce site before using a Module that requires tracking pixels and Customer and is responsible for ensuring that accurate order value information is passed to Shopping Feed to track GMV on Customer's e-commerce site. Customer is prohibited from taking any actions to circumvent, or attempt to circumvent, Shopping Feed's ability to track GMV.

4.10 Fulfillment/Shipment/Inventory. Customer is responsible for fulfilling all its buyers' orders. Customer agrees to ship all merchandise purchased through the Shopping Feed Network within a commercially reasonable time after Customer has received payment for the merchandise. As between Shopping Feed and Customer, title and risk of loss remains with Customer at all times. Customer is solely responsible for maintaining inventory levels sufficient to support its sales of products and comply with the Federal Trade Commission (FTC) "Mail or Telephone Order Merchandise Rule" set forth in 16 CFR Part 435 as updated from time to time.

4.11. Customer Assistance. Customer shall use commercially reasonable efforts to perform all acts and to make, execute and deliver all documents and data that Customer needs to perform or provide in order for Shopping Feed to provide the Services.

5.0 PAYMENT. Customer is obligated to pay to Shopping Feed all deposit amounts and Fees stated in the applicable SOW. Upon receipt of an invoice from Shopping Feed, Customer shall promptly remit all payments for Services. If Shopping Feed does not receive full payment for Fees within thirty (30) days after the invoice date, Shopping Feed has the right to demand payment within ten (10) days. If Customer has elected to pay via automatic payment method as stated in an applicable SOW, on or around fifteen (15) days after the invoice date, Shopping Feed shall process payments for Fees owed by Customer to the Customer's credit card, bank draft or other acceptable method as stated in the applicable SOW. If the automatic payment processing fails, then Customer shall remit payment within ten (10) days of notice from Shopping Feed of payment failure. If Shopping Feed does not receive payment within forty (40) days after the invoice date, then Shopping Feed has the right to disable Customer access to all Services under all SOWs without liability to Shopping Feed. Any late payments that Customer does not in good faith dispute shall bear an additional charge of 1 1/2% per month, or the maximum rate permitted by law, whichever is less, from the original due date due until Shopping Feed receives payment in full. Customer shall pay all costs of collection (including reasonable attorney fees) that Shopping Feed incurs to recover Fees. Customer shall notify Shopping Feed of any disputed invoice within fifteen (15) days of the invoice date including the nature of the dispute, and the parties shall work in good faith to promptly resolve the dispute. Any undisputed amounts shall be paid in accordance with this Section. Any invoice not disputed within fifteen (15) days of invoice date is deemed accepted.

6.0 MARK LICENSES. Each party hereby grants to the other a limited, non-exclusive, non-assignable, non-transferable license, without right to sublicense, to use its Marks connection with the Services. Marks must be reproduced as exact copies and all use of the Marks is subject to the licensor's usage guidelines as revised from time to time and available from the licensor. Licensee acknowledges and agrees that all right, title and interest in the licensor Marks is exclusively owned by the licensor, its licensors, or a third party and that all use of licensor Marks inures to the benefit of licensor. Licensee shall not assert any Intellectual Property rights in the licensor Marks or in any element, derivation, adaptation, variation or name thereof. Licensee shall not contest the validity of, or Licensor's ownership of, any of the licensor Marks. Licensee shall not, in any jurisdiction, adopt, use, or register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, or as a domain name, any licensor Marks, or any word, symbol or device, or any combination confusingly similar to any of the licensor Marks. Licensee may not alter licensor Marks in any manner, or use licensor Marks in any manner that may dilute, diminish, or otherwise damage licensor's rights and goodwill in its Marks. Licensee may not use licensor Marks in any manner that

implies sponsorship or endorsement by licensor of licensee services and products other than those expressly authorized by licensor.

7.0 TERM AND TERMINATION. 7.1 Term. This Agreement is effective as of the Effective Date and continues in full force and effect for the period stated in the last expiring SOW or, if not stated, until twelve (12) months after the Effective Date in the last expiring SOW (the “Initial Term”), subject to Customer’s payment of Fees and Customer’s strict compliance with the terms of this Agreement. Unless otherwise expressly stated in the SOW, this Agreement renews automatically for successive one-year periods (each a “Renewal Term(s)”, and, collectively with the Initial Term, the “Term”) unless either party gives written notice to the other at least thirty (30) days prior to the expiration of the then-current Term that it does not wish the Agreement to renew. The Initial Term or any Renewal Term of this MSA are automatically extended to cover the latest Term stated in an SOW.

7.2 Termination. This Agreement may be terminated other than at the end of a Term as follows upon written notice to the other party: (a) by either party if the other party has materially breached the Agreement and the breach has not been cured within thirty (30) days (or, if not capable of cure within thirty (30) days, has undertaken efforts to cure and is diligently pursuing the cure) after written notice of the breach, (b) by Shopping Feed in the event of a payment default that is not cured by Customer within the time provided in Section 5.0, (c) by Shopping Feed if it is party to a merger, acquisition or similar transaction in which the other party to the transaction requires termination of similar agreements, (d) as may be stated in an SOW, (e) by Shopping Feed for Customer’s breach of the license, restrictions and limitations found in Section 2.0 or Exhibit A, or for breach of Sections 4.2 through 4.6, (f) by Shopping Feed, upon at least thirty (30) days prior written notice without cause or liability and (g) to the extent permitted by law, if the other party makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to a petition in bankruptcy not dismissed in sixty (60) days, or has wound up or liquidated; if any of the above events occurs, the party shall immediately notify the other party. Customer’s continued use of the Shopping Feed Platform beyond the termination date shall be pursuant to the terms and conditions of this Agreement.

7.3 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, the licenses granted under the Agreement terminate immediately. The following Sections survive its expiration or termination: 1.0, 2.3, 5.0 (solely to the extent that Fees are owed), 7.3 and 8.0 through 12.0 and any other provision or partial provision which by its nature would reasonably survive the termination of the Agreement.

8.0 DISCLAIMER OF WARRANTIES BY SHOPPING FEED. SHOPPING FEED MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SHOPPING FEED PLATFORM (OR ANY OTHER

SOFTWARE LICENSED), ANY SERVICES (INCLUDING WITHOUT LIMITATION INTEGRATION) OR SHOPPING FEED MARKS. SHOPPING FEED DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SHOPPING FEED PLATFORM (AND ANY OTHER SOFTWARE LICENSED), ANY SERVICES, INTEGRATIONS, OR SHOPPING FEED MARKS INCLUDING WITHOUT LIMITATION ANY WARRANTIES AGAINST INFRINGEMENT AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT THE SHOPPING FEED PLATFORM, ANY OTHER SOFTWARE LICENSED, AND ANY SERVICES WILL OPERATE UNINTERRUPTED, DEFECT-FREE OR ERROR-FREE. SHOPPING FEED MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SHOPPING FEED PLATFORM'S LOCALIZATION TO A PARTICULAR MARKET INCLUDING WITHOUT LIMITATION LOCAL LANGUAGE, LOCAL SUPPORT OF TAXES, PAYMENT OR SHIPPING CARRIERS. SHOPPING FEED MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH ANY MODULE OR FROM ANY NETWORK SITE OR THIRD PARTY INTERFACE.

9.0 INDEMNIFICATION.

9.1 Customer's Indemnification. Subject to Section 9.3 (Requirements of Indemnification), Customer indemnifies, defends and holds harmless Shopping Feed, its directors, officers, employees, permitted assigns and agents from and against all obligations, actions, suits, claims, demands, settlements, judgments, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees), of whatever type or nature incurred by Shopping Feed by reason of a third party claim or assertion brought against Shopping Feed or its affiliates, and their respective directors, officers, employees and assigns, arising out of or related to: (a) Customer's failure to comply with or breach of Sections 2.0, 4.0 and 6.0 of this Agreement, (b) any claim related to: Customer products listed, supplied or sold using the Services including without limitation intellectual property infringement claims and product liability claims, Customer Marks, ad content, and Product data, (c) the gross negligence or willful misconduct of Customer, or its employees or agents and (d) misappropriation or fraud related to buyer information (personal or otherwise) or buyer funds.

9.2 Shopping Feed Indemnification. Subject to Section 9.3 (Requirements of Indemnification) and Section 10.0 (Liability Limitation), Shopping Feed indemnifies, defends and holds harmless Customer, and its directors, officers, employees, permitted assigns and agents from and against all obligations, actions, suits, claims, demands, settlements, judgments, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) of whatever type or nature incurred by Customer by reason of a third party claim or assertion brought against Customer or its affiliates, and their respective directors, officers, employees and assigns, arising out of or related to: (a)

Customer's authorized use of the Shopping Feed Platform infringing on the Intellectual Property Rights of a third party in the territory in which Services are provided, (b) a claim that Shopping Feed Marks (not a third party licensor's marks) infringe upon a U.S. trademark and (c) any gross negligence or willful misconduct of Shopping Feed or its employees or agents.

9.3 Requirements of Indemnification. In order for the indemnification obligations of the indemnifying parties to apply, the indemnified parties must promptly provide the indemnifying party with notice in writing of any claim, promptly tender the control of the defense and settlement of any claim to the indemnifying party (at the indemnifying party's expense and with indemnifying party's choice of counsel), and cooperate fully with the indemnifying party (at the indemnifying party's request and expense) in defending or settling the claim including without limitation providing any information or materials necessary for the defense. The indemnifying party shall only be liable to the indemnified party for the amount of damages as determined in a final, non-appealable order of a court of competent jurisdiction or paid by way of settlement, but the indemnifying party shall have no liability for any settlement made by an indemnified party without the indemnifying party's prior written consent, which may be withheld in the indemnifying party's sole discretion. The indemnifying party will not enter into any settlement or compromise of any claim without the indemnified party's prior consent if the settlement would require admission of fault or payment by the indemnified party.

9.4 Exclusions and Infringement Remedies. Upon Shopping Feed's sole determination that the use of the Shopping Feed Platform infringes upon the rights of any third party, Shopping Feed may, at its sole discretion and own cost and expense, either: (a) procure the right, at Shopping Feed's sole cost and expense, for Customer to continue to license the Shopping Feed Platform, (b) modify the Shopping Feed Platform in such a way that the use thereof does not infringe on the rights of third parties, or (c) terminate this Agreement by notice to Customer and refund any Fees paid in advance for the license to use the Shopping Feed Platform remaining (on a prorata basis) after the termination date. Shopping Feed shall have no liability or obligation with respect to any infringement claim if the infringement is caused by: (i) a modification made by Customer to an item, software, or Service supplied by Shopping Feed or a modification made by Shopping Feed at Customer's request, (ii) use of the Shopping Feed Platform in an application or environment other than as intended under this Agreement, (iii) Customer's unauthorized use of the Shopping Feed Platform, (iv) Shopping Feed acting in accordance with Customer's specifications or guidelines or (v) the combination, operation or use of the Shopping Feed Platform with other third party product(s) not supplied by Shopping Feed. Customer indemnifies, defends and holds harmless Shopping Feed from and against all obligations, actions, suits, claims, demands, settlements, judgments, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorney's fees) arising out of or related to any of the circumstances stated in this Section. The remedies stated in this Section 9.0 are the SOLE AND EXCLUSIVE remedies of Customer for the

infringement of third party intellectual property rights by Shopping Feed.

10.0 LIABILITY LIMITATION. SHOPPING FEED IS NOT LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE FAILURE OF A PERSON TO ENTER INTO A TRANSACTION BY MEANS OF CUSTOMER'S USE OF THE SHOPPING FEED PLATFORM, ANY MODULE (OR OTHER SOFTWARE LICENSED) OR THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL SELECTION OF PARTIES WITH WHOM CUSTOMER DOES BUSINESS, AND FOR TERMS AND CONDITIONS OF CUSTOMER'S AGREEMENTS WITH THOSE PARTIES AND WITH NETWORK SITES. SHOPPING FEED HAS NO RESPONSIBILITY FOR THE QUALITY OR AVAILABILITY OF GOODS OR SERVICES PROVIDED BY CUSTOMER, ANY BUYER'S ABILITY TO PAY, ANY THIRD PARTY'S COMPLIANCE WITH THE TERMS OF A TRANSACTION, OR FOR ANY INJURY, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE GOODS OR SERVICES OBTAINED BY A BUYER OR SOLD BY CUSTOMER THROUGH USE OF THE SERVICES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT OR ANY APPLICABLE SOW, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SHOPPING FEED'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR APPLICABLE SOW WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE SOW GIVING RISE TO THE CLAIM DURING THE TWELVE MONTH PERIOD IMMEDIATELY BEFORE THE DATE THE CLAIM AROSE. IF APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF CERTAIN DAMAGES RELATED TO A PARTICULAR CAUSE OF ACTION, THEN THIS LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11.0 CONFIDENTIALITY. A party receiving Confidential Information shall not disclose it to any third party or use it except to carry out its rights and responsibilities under this Agreement. Each party shall keep the other party's Confidential Information confidential using the same degree of care it uses to protect its own confidential information, but no less than reasonable care. If either party receives a subpoena or other validly issued judicial process requesting, or is required by a government agency to disclose the other party's Confidential Information, the receiving party shall notify the disclosing party, unless doing so would violate the subpoena or process, and shall reasonably cooperate to seek confidential treatment or to obtain an appropriate protective order to preserve the confidentiality of the Confidential Information. All confidentiality obligations survive the Term for three (3) years. The parties agree that breach of confidentiality obligation will cause irreparable damage that cannot be fully remedied

through the payment of monetary damages and that the injured party has the right to obtain injunctive relief for any such breach or threatened breach, in addition to any other remedies available at law or in equity.

12.0 GENERAL PROVISIONS.

12.1 General. The parties acknowledge and agree that this Agreement does not in any way limit either party's right at any time to independently develop, market, license, or otherwise distribute, any product in any manner that it chooses. Customer may use the Shopping Feed logos and pre-approved copy to carry out its rights and responsibilities under this Agreement, including references to Customer's relationship with Shopping Feed by posting the logo and approved copy to Customer's corporate website. Each party will submit to the other party for prior approval, not to be unreasonably withheld or delayed, any press release, case study, or any other public promotion related to the Agreement. Requests to Shopping Feed shall be submitted to: marketing@Shopping-Feed.com and Shopping Feed shall respond to such requests within five (5) business days. Either party may make disclosures as required by law as reasonably advised by its legal counsel without the consent of the other party and in such event, the disclosing party will provide at least five (5) business days prior written notice of such disclosure unless prohibited by law. Neither party may assign this Agreement without the other party's prior written consent, except that: (a) either party may assign this Agreement without the other's consent in the case of a reorganization, merger, consolidation, or sale of all or substantially all of its assets, and (b) Shopping Feed may assign this Agreement without Customer's consent to Shopping Feed's affiliates or subsidiaries. The parties are independent contractors. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or collateral negotiations, proposals, agreements and understandings, whether oral or written, relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or reference in this Agreement shall not be binding. Except as otherwise stated in the Agreement, any amendments to this Agreement must be in writing and executed by the parties. If any provision of this Agreement is held or made invalid or unenforceable for any reason, the invalidity will not affect the remainder of this Agreement and the severed provision shall be interpreted to be consistent with the Agreement. The failure of either party at any time or times to require performance of any provision shall not waive or affect the right at a later time to enforce any provision. Section headings are for reference purposes only and in no way affect the meaning or interpretation of this Agreement. All Exhibits referenced in this Agreement are incorporated into this Agreement by reference. To the extent the terms of an SOW conflict with the terms of this MSA, the terms of the SOW control. Each party represents and warrants to the other party that it is NOT relying on any promises, guarantees and/or assurances of the other party that are NOT otherwise expressly contained in this MSA or an applicable SOW.

12.2 Notice. Any notice required or permitted by this Agreement shall be in writing and deemed delivered if delivered (a) by personal delivery when delivered, (b) by overnight courier upon written verification of receipt, (c) by telecopy or facsimile transmission when confirmed by telecopy or facsimile transmission report, (d) by certified or registered mail, return receipt requested, upon verification of receipt or (e) by email notification as long as “NOTICE” or “LEGAL NOTICE” appears in the subject line of the email and the email is set up to show a delivery confirmation. Notices must be sent to the contacts and address in the SOW, or any new address provided by the permitted notice methods, and in the case of Shopping Feed, with a copy to the attention of General Counsel (and, if by email, contact@Shopping-Feed.com). Customer may not claim, and hereby waives, any defense of lack of sufficient notice for Customer’s failure to provide Shopping Feed its current contact information.

12.3 Governing Law and Dispute Resolution. The parties agree to resolve all disputes with respect to this Agreement promptly by negotiating in good faith. If a dispute is not resolved within fifteen (15) days of complaint, either party may request negotiation between executives with authority to resolve the matter. If the matter is not resolved within thirty (30) days of a party’s request for negotiation, either party may initiate judicial proceedings (these time limitations do not apply if a statute of limitations will expire or if the party is seeking injunctive relief). The laws of the state of New York, without regard to its conflicts of laws provisions, govern this Agreement. Each party irrevocably and unconditionally consents and submits to the jurisdiction of the applicable courts located in New York, New York for purposes of any action, suit or proceeding arising out of or relating to this Agreement and agrees that service of any process, summons, notice or document by registered mail or the equivalent to the address stated in the SOW is effective service of process for any action, suit or proceeding brought against the party under this Agreement.

12.4 Force Majeure. Neither party shall be liable for failure to perform, or the delay in performance of, any of its obligations under this Agreement other than payment if, and to the extent that, the failure or delay is caused by events beyond its reasonable control including without limitation acts of the public enemy or governmental body in its sovereign or contractual capacity, war, fire, floods, strikes, epidemics, quarantine restrictions, Channel availability, Internet availability, civil unrest or riots, acts of terrorism, transportation delays, freight embargoes or unusually severe weather. The affected party shall use commercially reasonable efforts to avoid or remove the causes of non-performance or delay, and shall continue performance whenever the causes are removed. If any non- performance or delay continues for more than thirty (30) days, this Agreement may be terminated by the unaffected party without liability upon written notice to the affected party.

Exhibit A: Self-Service Additional Terms and Conditions

License Grant and Restrictions on Self-Service Use. The terms in this Exhibit A

(“Self-Service Additional Terms and Conditions”) are a part of and incorporated by reference into the Agreement. Capitalized terms have the meanings stated in Section 1.0 (DEFINITIONS) of the Agreement.

1. Grant of License. Upon Customer entering into a Self-Service SOW, subject to the Agreement including without limitation Customer’s ongoing payment of Fees, Shopping Feed grants, and Customer accepts from Shopping Feed, a limited, nonexclusive, nonassignable, nontransferable license, without right to sublicense, to access and use the Modules of the Shopping Feed Platform as stated in an SOW via the Internet or a dedicated communications line solely in accordance with Documentation and used only for its intended purpose. Customer may not use any Module of the Shopping Feed Platform for any purpose other than as expressly stated in the Agreement.

2. Load Restrictions. Customer must not place an unreasonable or disproportionately large load on the Shopping Feed Platform as determined by Shopping Feed in its sole discretion (including without limitation the number of keywords and SKUs processed by the Shopping Feed Platform), and Shopping Feed may limit or restrict Customer’s access if Customer’s activities unreasonably or disproportionately burden any Module. Additional load restrictions or exceptions may be stated in the SOW.

3. Restrictions. Customer is permitted to access and use the Shopping Feed Platform and any Services for Customer’s personal use, and Customer may copy, distribute and transmit content provided that these activities are automatically done through Customer’s browser software incidental to Customer’s use of the Services. Customer may not mirror on Customer’s website any portion of the Shopping Feed Platform, other licensed software, or Services or display through Customer’s website any results pages or other information from any of the Services that Shopping Feed has licensed for Customer use under the Agreement. Shopping Feed reserves all rights not explicitly granted to Customer. If Customer is a business, “personal use” includes any use stated above by the personal representatives of Customer’s business for the benefit of Customer’s business and does not include without limitation permitting access to third parties for the third parties’ business use or benefit or otherwise to circumvent the restrictions of any license grant. Customer shall comply with all applicable laws and regulations to ensure that neither the Technology, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable law. Customer represents and warrants that Customer will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Shopping Feed Platform.

4. DISCLAIMER OF WARRANTIES/ADDITIONAL RESPONSIBILITIES. IN ADDITION TO CUSTOMER’S RESPONSIBILITIES AND OBLIGATIONS STATED IN THE MSA AND ANY APPLICABLE SOW, CUSTOMER IS RESPONSIBLE FOR READING AND UNDERSTANDING THE DOCUMENTATION AS IT RELATES TO CUSTOMER’S USE OF MODULE FUNCTIONALITY. CUSTOMER IS RESPONSIBLE FOR CONTACTING SHOPPING FEED TO REQUEST

CLARIFICATION ON HOW TO USE A MODULE FEATURE OR FUNCTIONALITY OR SERVICES PRIOR TO ACCESSING OR USING THAT MODULE OR SERVICES. SHOPPING FEED IS NOT RESPONSIBLE FOR THE RESULTS OF CUSTOMER'S USE OF THE MODULES OR ASSOCIATED MODULE FUNCTIONALITY AS DESCRIBED IN THE DOCUMENTATION. WITHOUT LIMITING THE GENERAL NATURE OF THE PRECEDING SENTENCES, SHOPPING FEED IS NOT LIABLE FOR ANY COSTS INCURRED BY CUSTOMER AS A RESULT OF CUSTOMER'S FAILURE TO UNDERSTAND BIDDING AND SPENDING LIMIT FUNCTIONALITY.

5. Fee Changes. In its sole discretion, Shopping Feed reserves the right to raise or modify its Fees, or change its Fee terms in any manner in any SOW, to be effective at the start of a Renewal Term so long as notice is provided to Customer at least 60 days in advance of the expiration of the then-current Term. If Customer does not wish to renew the Agreement under the new Fee terms, Customer may terminate at the end of the then-current Term in accordance with Section 7.1 of the MSA. Email communication is sufficient notice for the Fee changes stated in this Section.