

APTEAN EDI TERMS OF SERVICE

These Apteian EDI Terms of Service (the "Agreement") apply to your access to and use of the EDI services provided to you by us pursuant to these Terms (the "EDI Services"). By signing an Order Form licensing EDI Services and agreeing that Order Form shall incorporate the Agreement any Schedules attached hereto, except to the extent (if any) that the Agreement is expressly varied within the Order Form or amendment.

In this Agreement, "Licensor", "we", "us" and "our" refer to Innovative Systems, LLC and our affiliates, subsidiaries, successors, and assigns, and "you" and "your" refers to the user and licensee of our EDI Services that accepts and agrees to these Terms. Licensor and you are individually referred to in this Agreement as a "Party" and collectively as the "Parties."

Licensor reserves the right to update and change this Agreement from time to time, in its sole discretion without notice to you. Such modifications are effective upon posting by us on our website at Licensor.legal.com. You are obligated to check the Agreement online from time to time for any updates or changes, and your continued use of the EDI Services following any such change is your acceptance of and agreement to be bound by this Agreement.

1. Definitions

- A. "Raw Data" means the complete record of Transactions between the parties.
- B. "EDI" means Electronic Data Interchange, the electronic transmission of data structured through Transactions.
- C. "Transaction" means data transmitted electronically between the parties.
- D. "Order Form" means our order form signed by both parties where we agree to supply the EDI Services, software and/or other services pursuant to the terms and conditions of this Agreement.

2. The Services – How it Works

Our EDI Services provide you with the ability to transmit Transactions into and from specific software applications between you and your trading partners.

- A. Setup.
Project setup may include network setup, trading partner setup, forms/surveys completion, general test compliance issues and EDI document mapping for your specific needs. Specifications for your EDI Services setup can be found in the professional services Schedule attached hereto.

3. Trading Partners.

Licensor is not a party to any contract between you and your Trading Partners and you are solely responsible for any terms of your relationship with any Trading Partner. Licensor will not have any liability for nonpayment by a Trading Partner. You are solely responsible for all customer service issues relating to your goods or services, including pricing, order fulfillment, order cancellation by you or your Trading Partner, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, policies or processes. You are solely responsible for managing and deleting any Trading Partner data to comply with applicable data protection laws. In performing customer service, you will always present yourself as a separate entity from Licensor. All Trading Partners must be pre-approved by Licensor in advance.

4. Restrictions

You agree to not duplicate, sell, disable, reverse-engineer, alter, distribute, sublicense, lease, exploit, copy, or reproduce the EDI Services or any software associated with the EDI Services without our written permission. You shall use the EDI Services solely for your internal business purposes in compliance with applicable law, and shall not use the Service to:

Impersonate any person or entity or falsely claiming an affiliation with any person or entity;

Collect, or attempt to collect, personal information about users or third parties without their consent, or using such information except as necessary to use the EDI Services

Transmit, or distribute content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy);

Use the EDI Services to develop or enhance any product that competes, directly or indirectly with the EDI Services; or

Interfere with another user's enjoyment of the EDI Services, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code.

In addition, if we reasonably suspect that you are using the EDI Services for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your access to the EDI Services, and any of your transactions or Transactions with law enforcement.

5. Your Responsibilities

A. Resources

You shall allocate an individual to act as a contact for anything related to the EDI Services.

B. Updating Your Contact Information

It is your responsibility to keep your primary email and street address up to date. You understand and agree that if Licensor sends you a Communication but you do not receive it because your primary email or street address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Licensor will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Licensor to your email address book so that you will be able to receive the Communications we send to you.

If your email address becomes invalid such that electronic Communications sent to you by Licensor are returned, then Licensor may suspend the EDI Services until we receive a valid, functioning primary email address from you.

C. Your Transactions

You are responsible for any content in your Transactions. You are responsible for the compliance of your Transactions to all applicable laws or regulations. You are responsible for managing your Transactions to comply with applicable data protection laws. It is your responsibility to undertake all necessary measures to ensure the security, confidentiality and integrity of your Transactions. If we determine in our sole discretion that any content in your Transactions violates any provision of this Agreement, we may, at our option, suspend, or terminate this Agreement and the EDI Services.

6. Payment Terms

We will invoice you on all EDI Services provided. Unless otherwise specified in the Order Form, fees will be calculated according to the Licensor EDI Pricing found in Schedule 1, and you agree to pay Licensor within thirty (30) days from the date of the invoice. All payments are non-refundable. All prices are exclusive of taxes. You agree to pay any and all applicable taxes on the EDI Services. We reserve the right to increase the fees or update the fee structure found in Schedule 1 at any time.

If your payment is late, you agree to pay a 1.5% charge on all past due amounts. We reserve the right to suspend or terminate this Agreement and your access to the EDI Services if your payment is late. You will continue to be charged for any EDI Services that occur during the period of suspension.

7. Term

This Agreement shall continue unless terminated according to Section 7 or Section 8 below.

8. Your Right to Terminate

You may terminate this Agreement by providing us 90 days written notice. When this Agreement is terminated, any pending Transactions or transactions will be cancelled.

9. Our Right to Terminate

Licensor may terminate this Agreement for any reason or no reason at any time without notice to you. Licensor may also suspend the EDI Services if you (a) have violated the terms of Licensor's policies or this Agreement, (b) provided any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct; or (c) are more than thirty (30) days delinquent in payments.

10. Effect of Termination

If this Agreement is terminated, you agree: (a) all licenses granted in this Agreement shall automatically end; (b) that you will no longer have access to any Raw Data; (c) to immediately stop using the EDI Services, (d) that Licensor has the right to delete all of your information and Transactions in accordance with our record-keeping policies and applicable law, and (e) that Licensor shall not be liable to you or any third party for any of the foregoing actions. Licensor will not be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of EDI Services.

Upon termination of this Agreement, you may request a copy of the Raw Data within thirty (30) days of termination, and Licensor will make available to you an electronic copy of the Raw Data for an additional fee. Subject to applicable law, Licensor will not provide the Raw Data unless all amounts due and owing for the EDI Services have been paid by you. After such 30-day period, Licensor will have no obligation to maintain or provide any Raw Data and may, unless legally prohibited, delete all Raw Data in its systems or otherwise in its possession or under its control. This Section 9 will survive termination of this Agreement.

11. Our Intellectual Property Rights

All right, title and interest in and to the EDI Services are owned by us. We grant you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to access and use the EDI Services solely for your internal business purposes, subject to any restrictions set forth in this Agreement.

12. Your Intellectual Property Rights

You retain sole ownership over your Transactions. You grant us a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to your Transactions solely for us to provide you the EDI Services. You agree to allow us to use and display your name, logo and related marks associated to promote the EDI Services.

13. **Your Representations and Warranties**

You represent and warrant to us that: (a) you have the legal power and authority to enter into this Agreement; (b) you have neither falsely identified yourself nor provided any false information to us; (c) your billing information is correct; (d) you own or have the necessary rights to your Data; (e) your Transactions do not violate the privacy rights, publicity rights, copyrights or other rights of any person or entity; (f) you will comply with all federal, state, and local laws, rules, and regulations applicable to your business; (g) you will not use the EDI Services, directly or indirectly, for any fraudulent undertaking; (i) you shall comply with all applicable privacy and data protection laws in effect from time to time to the extent of applicable to this Agreement and the access and use of the EDI Services.

14. **Disclaimers of Warranties.**

- A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EDI SERVICES ARE PROVIDED TO YOU HEREUNDER STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ANY AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. WHERE LEGAL REQUIREMENTS IMPOSE AN IMPLIED WARRANTY BY US, SUCH WARRANTY ENDS 30 DAYS FROM THE DATE THE EDI SERVICES ARE FIRST AVAILABLE TO YOU.

LICENSOR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY RELATIONSHIP OR TRANSACTIONS BETWEEN YOU AND YOUR TRADING PARTNER. LICENSOR WILL NOT BE A PARTY TO, BE LIABLE TO ANY TRANSACTION BETWEEN YOU AND YOUR TRADING PARTNER.

- B. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY THAT (A) THE EDI SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE EDI SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE EDI SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE EDI SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY.

15. **Timely Filing of Claims**

As used in this Agreement, "Claim" means an actual or potential action, loss, claim, dispute, controversy, damage, demand, liability, garnishment, lien, levy or other order, cost or expense, including Special Damages (as defined in Section 16 above), attorney fees and dispute resolution costs. You must file a Claim in connection with the EDI Services with a tribunal or court of competent jurisdiction within two years of the event that gave rise to the Claim. Failure to do so will mean you have waived that Claim against us.

16. **Indemnification and Holding Harmless**

You shall, at your expense, defend and/or settle any claim, suit or proceeding brought by a third party ("Claims") against Licensor its affiliates, and their respective members, partners, owners, officers, directors, employees, Licensors' agents and representatives and arising out of or related to: (i) your breach of privacy and data protection laws; and (ii) your unauthorized use of the EDI Services. (iii) breach of this Agreement; or (iv) you or anyone else using the EDI Services with your access credentials.

This indemnification does not apply to any Claims to the extent it is directly caused by our negligence, recklessness or willful misconduct. Indemnity obligations in this Agreement remain in force after this Agreement or the EDI Services terminate.

17. **Limitation of Liability.**

18. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, OUR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, OR FOR DAMAGES OR COSTS INCURRED AS A RESULT OF A LOSS OF TIME, SAVINGS, PROPERTY, PROFITS, BUSINESS, CONTRACTS, REVENUE, ANTICIPATED SAVINGS, DATA, OR GOODWILL, OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EDI SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH IS A FUNDAMENTAL BREACH, OR WHETHER ANY WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.
19. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CLAIM WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION WILL BE LIMITED TO THE TOTAL AMOUNT OF FEES (IF ANY) ACTUALLY PAID BY YOU UNDER THESE TERMS FOR THE SIX (6) MONTH PERIOD PRIOR TO WHEN THE CLAIM WAS BROUGHT
20. YOU HEREBY RELEASES LICENSOR (AND OUR EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS) FROM ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE BETWEEN YOU AND YOUR TRADING PARTNER, INCLUDING BUT NOT LIMITED TO DISPUTED PAYMENTS AND CHARGEBACKS.
21. THE PARTIES AGREE THAT THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS IN THIS AGREEMENT ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND REPRESENT A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES. IN PARTICULAR, YOU UNDERSTANDS THAT WE WOULD BE UNABLE TO PROVIDE THE EDI SERVICES TO YOU EXCEPT ON THESE TERMS AND AGREES THAT THESE TERMS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

22. **Privacy**

By accepting and execution of this Agreement, you confirm that you have read, understood and accepted our Privacy Policy: <https://www.Licensor.com/policy/privacy-policy>.

23. **Security**

We have implemented technical and organizational measures designed to secure your personal information and Data from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

If you discover a security-related issue, including any unauthorized use of your access credentials or Account, you will inform us of the issue immediately by contacting the Licensor Security Team at security@Licensor.com and snehalkumar.kamble@Licensor.com. You also agree not to disclose the issue until Licensor has addressed it unless otherwise required by law.

24. **Confidentiality.**

25. "**Confidential Information**" means: (i) a Party's proprietary technology or computer software, in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively the "**Proprietary Technology**"); (ii) manuals, notes, documentation, technical information, drawings, diagrams, specifications, formulas or know-how related to any of the Proprietary Technology; (iii) information regarding current or proposed products, customers, contracts, the Agreement, business methods, financial data or marketing data, financial results and projections, company and market strategy, product and competitive sales analysis and plans, product or marketing plans, pricing plans or structures, Transactions, personnel and recruiting matters, and future releases; and (iv) offers or proposals which are

provided by a Discloser (as defined below), including the fees charged by Discloser and such Confidential Information is in written or other form.

26. A Party receiving Confidential Information ("**Recipient**") of the other Party ("**Discloser**") shall: (i) not disclose the Confidential Information to any third party at any time and Recipient shall limit disclosure of Confidential Information within its own organization to its employees or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the terms of the Agreement; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser so as to allow Discloser a reasonable opportunity to obtain a protective order for protecting the confidentiality of such information (unless such notice would violate applicable law). If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information. For the avoidance of doubt, the Customer may disclose the Agreement without notice to Licensor in order to comply with applicable law.
27. The obligations described in this Section 19(b) impose no obligation upon Recipient with respect to any Confidential Information that (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed by Discloser without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.
28. Upon the written request of Discloser, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information and, upon request, provide a certificate from an authorized officer of completion of the foregoing.
29. **General Terms**
30. **Governing Law and Venue**

The internal laws of Georgia (without reference to its conflict of laws rules) apply to this Agreement, subject to any modifying "Legal Requirements," defined following. "Legal Requirements" means each applicable law, ordinance, decree, requirement, order, judgment, rule, regulation, directive, circular, interpretive letter, guidance or other official release (or a related interpretation) of a government authority or a regulatory (including self-regulatory) organization to which a party and/or its affiliates is subject, including (a) all applicable anti-money laundering laws, rules and regulations, (b) "Know-Your-Customer" and sanctions laws, rules and regulations, (c) Federal Reserve Board regulations, and (d) tax regulations. All rights and remedies relating to this Agreement, Legal Requirements, the ACH Rules and the Card Network Rules are cumulative and do not exclude any other rights or remedies. The maximum amount of pre- and post-judgment interest in connection with any Claim will be the lower of the prime rate and the rate set by the Laws of Georgia.

Disputes relating to the EDI Services will be resolved by a court of competent jurisdiction in the State of Georgia and you agree to submit to this jurisdiction.

This Section 20(a) does not prevent us from starting proceedings in a court of any state with jurisdiction, including concurrently in any number of states.

31. **Assigning this Agreement; Change of Control**

We must agree in writing before you transfer or assign this Agreement (including by operation of law or merger). Without our consent, such transfer or assignment is void and may result in us immediately terminating the Agreement. Where we

do agree, an assignee or transferee is subject to this Agreement and the obligations and liabilities you owed to us before the date it is transferred or assigned.

We must agree in writing before an assignee can continue, assume or assign this Agreement for the benefit of a creditor, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or court officer, or a person taking charge of your assets or business.

We can at any time assign or transfer this Agreement, in whole or in part, or any or all of our respective rights and obligations under this Agreement.

You will give us notice at least 60 calendar days before you sell all or substantially all of your assets, or a person becomes a beneficial owner with more than 50 percent of the combined voting power of your ownership interests, or acquires voting control. You will give us information we request about a major asset sale or ownership change.

32. Third Party Services and Software

You may be offered services or software provided by third parties and not by Licensor. If you decide to use these third party services or software, you will be responsible for reviewing and understanding the terms and conditions associated with them. We do not provide any warranties or make any representations to you with respect to any third party services or software. You agree that Licensor is not responsible for the performance of these services. You agree Licensor is not liable for any damages resulting from any third party services or software. You are responsible for any fees associated with the third party services or software.

33. Information Collection and Use

Notwithstanding anything to the contrary in this Agreement, Licensor may collect and disclose anonymized information about your use of the EDI Services. You hereby grants to Licensor a perpetual, non-cancelable, worldwide, royalty-free, non-exclusive right to utilize any anonymized Raw Data that arises from your use of the EDI Services for any legitimate purpose, subject to all legal restrictions regarding the use and disclosure of such information.

34. Electronic Signature Disclosure and Consent

By accepting this Agreement, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that Licensor provides in connection with your use of the EDI Services.

Licensor will provide these Communications to you by emailing them to you at the primary email address set out in the Order Form or (if permitted by law) by posting them on our website. Licensor may also provide certain Communications (such as federal and state tax statements) by U.S. mail to the street address set out in the Order Form. Communications are considered received by you within 24 hours of the time they are emailed to you, posted to the website, or mailed to you. You further agree that your electronic signature has the same effect as your manual, physical signature. If you withdraw your consent to receive Communications electronically, Licensor may charge you additional fees for paper copies.

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication previously sent to you, you may request a copy within 180 days of the date the Communication was provided to you by contacting Customer Support as described above. You understand and agree that Licensor may charge you an exceptions fee for each paper copy of a Communication.

35. Amendment of Agreement

We have the right to change the terms of this Agreement at any time with notice that we in our sole discretion deem to be

reasonable in the circumstances, including posting the revised Agreement on our Website. Any use of the EDI Services after such notice or posting shall constitute your acceptance of this Agreement as modified.

36. Force Majeure

Licensor is not liable for not carrying out, or delaying performance of, any actions caused by an act of God, a government authority, any Card Network, the ACH, a catastrophe, war or terrorism, civil or labor disturbance, fire, flood, other natural disaster, internet service interruptions or slowdowns, vandalism or "hacker" attacks, or any other cause beyond our reasonable control.

37. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement.

SCHEDULE 1

Licensor EDI Pricing - USD

Monthly Trading Partner Subscription

Trading Partner	\$60 USD per trading partner
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Monthly Transaction Fees (All pricing in USD)

Retailer/Supplier/Freight Carrier EDI Transaction Fees

Number of Transactions	1-100	250	500	1000	2000	3000	5000	>5000
Cost per Document	\$1.00	\$0.75	\$0.50	\$0.30	\$0.15	\$0.075	\$0.05	\$0.04
Cost per Line Item	\$0.10	\$0.075	\$0.05	\$0.03	\$0.015	\$0.01	\$0.01	\$0.01

Monthly transaction fees are based on the transactions you send and receive from your trading partners within a specific month. The Functional Acknowledgement (997) is not considered a document for billing purposes.

Monthly Service Charges are calculated as follows:

1. Document charges are calculated at each tier level. The first 100 documents transacted through our service will be charged \$100 (100*\$1.00), for the next 150 documents the charge will be \$112.50 (150*\$.75) and continue until you reach the total # of documents transacted for the month. For example, if you transacted 500 documents per month the document charge will be \$337.50.
2. Line item charges are calculated based on the average lines per document at each tier level. We take the total line items transacted for the month and divide by the total # of documents per month to get the average lines per document, then calculate line item costs at each tier level. For example, in transacting 500 documents you sent 2500 line items thereby averaging 5 lines/doc. The first 100 documents will be charged \$50 (100*5 lines/doc*\$.10), the next 150 documents will be charged \$56.25 (150*5 lines/doc*\$.075), and continue until we reach the total # of documents. In this example the line item charge will be \$168.75.
 - a. High transaction EDI document line charges are calculated at a lower rate. High transaction documents include the 832, 846, 852, 940, 943, 944, and 945. These documents will have the Cost per Line Item

calculated at a ratio of 10:1. Meaning, every 10 line items will only count as 1 line item for billing purposes for these specific document types. For example, a 940 document with 100 lines would count as 10 lines for billing purposes. When calculating the average lines per document, 10 lines would be used in the average calculation instead off 100 lines.

3. The total monthly service charge is calculated by combining the document charge and the line item charge. In the example, your bill would reflect an EDI charge of \$506.25.

No Additional Fees: No connector fees, no map setup fees, no VAN fees

Licensor EDI Pricing - CAD

Monthly Trading Partner Subscription

Trading Partner	\$80 CAD per trading partner
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Monthly Transaction Fees (All pricing in CAD)

Retailer/Supplier/Freight Carrier EDI Transaction Fees

Number of Transactions	1-100	250	500	1000	2000	3000	5000	>5000
Cost per Document	\$1.30	\$1.00	\$0.65	\$0.40	\$0.20	\$0.10	\$0.07	\$0.05
Cost per Line Item	\$0.13	\$0.10	\$0.07	\$0.04	\$0.02	\$0.01	\$0.01	\$0.01

Monthly transaction fees are based on the transactions you send and receive from your trading partners within a specific month. The Functional Acknowledgement (997) is not considered a document for billing purposes.

Monthly Service Charges are calculated as follows:

1. Document charges are calculated at each tier level. The first 100 documents transacted through our service will be charged \$130 (100*\$1.30), for the next 150 documents the charge will be \$150 (150*\$1.00) and continue until you reach the total # of documents transacted for the month. For example, if you transacted 500 documents per month the document charge will be \$442.50.
2. Line item charges are calculated based on the average lines per document at each tier level. We take the total line items transacted for the month and divide by the total # of documents per month to get the average lines per document, then calculate line item costs at each tier level. For example, in transacting 500 documents you sent 2500 line items thereby averaging 5 lines/doc. The first 100 documents will be charged \$65 (100*5 lines/doc*\$0.13), the next 150 documents will be charged \$75 (150*5 lines/doc*\$0.10), and continue until we reach the total # of documents. In this example the line item charge will be \$227.5.
 - a. High transaction EDI document line charges are calculated at a lower rate. High transaction documents include the 832, 846, 852, 940, 943, 944, and 945. These documents will have the Cost per Line Item calculated at a ratio of 10:1. Meaning, every 10 line items will only count as 1 line item for billing purposes for these specific document types. For example, a 940 document with 100 lines would count as 10 lines for billing purposes. When calculating the average lines per document, 10 lines would be used in the average calculation instead off 100 lines.
3. The total monthly service charge is calculated by combining the document charge and the line item charge. In the example, your bill would reflect an EDI charge of \$670.

No Additional Fees: No connector fees, no map setup fees, no VAN fees

Licensor EDI Pricing - GBP

Monthly Trading Partner Subscription

Trading Partner	£55 per trading partner
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Monthly Transaction Fees (All pricing in GBP)

Retailer/Supplier/Freight Carrier EDI Transaction Fees

Number of Transactions	1-100	250	500	1000	2000	3000	5000	>5000
Cost per Document	£0.75	£0.55	£0.36	£0.22	£0.11	£0.055	£0.04	£0.03
Cost per Line Item	£0.075	£0.055	£0.036	£0.022	£0.011	£0.007	£0.007	£0.007

Monthly transaction fees are based on the transactions you send and receive from your trading partners within a specific month. The Functional Acknowledgement (997) is not considered a document for billing purposes.

Monthly Service Charges are calculated as follows:

1. Document charges are calculated at each tier level. The first 100 documents transacted through our service will be charged £75 (100*£0.75), for the next 150 documents the charge will be £82.50 (150*£0.55) and continue until you reach the total # of documents transacted for the month. For example, if you transacted 500 documents per month the document charge will be £247.50.
2. Line item charges are calculated based on the average lines per document at each tier level. We take the total line items transacted for the month and divide by the total # of documents per month to get the average lines per document, then calculate line item costs at each tier level. For example, in transacting 500 documents you sent 2500 line items thereby averaging 5 lines/doc. The first 100 documents will be charged £37.50 (100*5 lines/doc*£0.075), the next 150 documents will be charged £41.25 (150*5 lines/doc*£0.055), and continue until we reach the total # of documents. In this example the line item charge will be £123.75.
 - a. High transaction EDI document line charges are calculated at a lower rate. High transaction documents include the 832, 846, 852, 940, 943, 944, and 945. These documents will have the Cost per Line Item calculated at a ratio of 10:1. Meaning, every 10 line items will only count as 1 line item for billing purposes for these specific document types. For example, a 940 document with 100 lines would count as 10 lines for billing purposes. When calculating the average lines per document, 10 lines would be used in the average calculation instead of 100 lines.
3. The total monthly service charge is calculated by combining the document charge and the line item charge. In the example, your bill would reflect an EDI charge of £371.25.

No Additional Fees: No connector fees, no map setup fees, no VAN fees

SCHEDULE 2

This Schedule 2 sets forth the additional terms and conditions under which Licensor will provide Professional Services in connection with the solution(s) provided pursuant to the Agreement.

1. Definitions

1. “**Professional Services**” means services provided to Customer by Licensor in accordance with the Agreement and the applicable Statement of Work or Order Form.
2. “**Service Deliverables**” means the items to be delivered to Customer in connection with the Professional Services pursuant to a Statement of Work or Order Form, not including Software.
3. “**Statement of Work**” or “**SOW**” means an agreement between the Parties setting forth the agreed upon scope of the Professional Services, Service Deliverables, estimated hours/work effort, billing rates and other pricing information, project schedule (if applicable) and estimated delivery dates.

2. Performance of Professional Services.

a. Statements of Work. Each Professional Services project Licensor undertakes on behalf of Customer shall be described in a Statement of Work or Order Form setting forth the agreed upon scope of the Professional Services, Service Deliverables, estimated hours/work effort, billing rates and other pricing information, project schedule (if applicable) and estimated delivery dates. Both Parties shall execute each Statement of Work, all of which shall be deemed incorporated into the Agreement. If there is a conflict between the terms set forth in the Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

b. Tasks and Service Deliverables.

- i. Licensor shall perform the Professional Services and provide the Service Deliverables described in the applicable Statement of Work and any Change Order Forms (as defined below) issued pursuant to the applicable SOW. Licensor and the Customer agree to work together in good faith to mitigate any delay in completion or delivery or in the provision of the Professional Services.
- ii. Licensor shall perform the Professional Services with reasonable skill and care.
- iii. Licensor shall use reasonable endeavors to meet dates specified in a SOW for the delivery of Professional Services and Service Deliverables. Licensor shall use commercially reasonable efforts to schedule resources upon request from the Customer’s representative or their designee.
- iv. It is understood and agreed that Licensor’s Professional Services may include the provision of advice and recommendations, but adoption of any recommendations are the responsibility of the Customer. Licensor shall be responsible for project management of Licensor’s resources and commitments however Customer shall be responsible for overall management of the project.
- v. Time and schedule estimates are based on Licensor’s experience with other similar change or services requests in the past, and the information available at the time of preparing the estimate. Licensor shall use reasonable endeavors to adhere to any estimate provided, however actual effort may vary and Licensor shall keep Customer notified of effort incurred and planned and progress throughout.
- vi. Licensor agrees to advise Customer in writing at the earliest possible time when postponing or canceling scheduled activity. In such instances, no liability shall arise, Customer will pay all fees and expenses associated with Professional Services and Service Deliverables provided, and Licensor and Customer shall collaborate with reasonable commercial diligence to resume or reschedule the cancelled activity.

c. Customer Obligation.

- i. The Customer shall deploy appropriately skilled and qualified personnel in the performance of its obligations under all SOWs,

and shall provide information, decisions and approvals in a timely manner to facilitate the agreed delivery schedule.

ii. The Customer shall make available to Licensor access to all environments as required under a SOW, or as otherwise agreed between the parties.

iii. Licensor and the Customer will work together in good faith to mitigate any delay in completion or delivery or in the provision of the Professional Services resulting, in the reasonable opinion of Licensor, from Customers failure to perform its obligations as described in the applicable SOW.

d. Place of Performance, Expenses and Travel Time.

i. If Licensor's personnel, agents or representatives are required to travel to a location other than one of Licensor's facilities, Customer will pay or reimburse Licensor in accordance with the payment terms set forth in the Statement of Work (or Licensor's standard terms if none are specified in the Statement of Work) for all reasonable and actual travel expenses including airfare, ground transportation, lodging and meals for personnel required to travel. Licensor will adhere to its corporate travel policies and provide a copy, if requested by Customer, unless otherwise agreed in writing prior to undertaking a project. Professional Services to be provided on-site at Customer's facilities will be scheduled in advance by written agreement of both parties. Both parties will use reasonable efforts to accommodate any requested change in the scheduled dates for on-site services, subject to the availability of appropriate personnel. At Customer's request, Licensor will provide receipts or other reasonably satisfactory evidence of such expenses.

ii. If Licensor charges Travel Time the rate and conditions shall be agreed by Licensor and Customer in advance and set out in the applicable Statement of Work. Travel time is defined as follows: (i) consultant's roundtrip travel time from consultant's location to the Customer site; and (ii) consultant's travel time between Customer's sites and/or any other Customer designated locations.

3. Payment Terms. Unless otherwise stated in the Statement of Work, Licensor will invoice Customer for the fees on a time and materials basis at the billing rates set forth in the Statements of Work for work performed. Invoices will include a summary of all time expended by Licensor for the work performed. Customer shall pay Licensor the fees within thirty (30) days from the date of invoice.

4. Acceptance. Where Service Deliverables are provided as a result of Customization Services then unless otherwise specified in the SOW, the following shall apply:

a. Following receipt of each Service Deliverable, Customer will have thirty (30) days to perform acceptance testing of that particular Service Deliverable.

b. If the particular Service Deliverable does not embody the mutually agreed characteristics set forth in the applicable SOW, Customer may reject such Service Deliverable by giving Licensor written notice rejecting the particular Service Deliverable, and the reasons therefore, within the thirty (30) day testing period. If Customer does not give Licensor written notice rejecting the particular Service Deliverable within the thirty (30) day testing period, such Service Deliverable shall conclusively be deemed accepted.

c. If Customer gives Licensor written notice rejecting the particular Service Deliverable within the thirty (30) day testing period, then within thirty (30) days after receipt of Customer's notice Licensor will make any reasonable corrections or changes and resubmit the Service Deliverable to Customer for further acceptance testing.

d. Upon Customer's receipt of the revised Service Deliverable, the procedure outlined in subparagraphs 3.a., 3.b. and 3.c., above will be repeated until the Service Deliverable is accepted. The table below defines the severity levels which shall be allocated to any issues raised relating to the Service Deliverable. The severity of the issue will be reviewed and finally determined by Licensor and in some cases the Customer may be asked to provide a brief description of the impact and rationale for 'urgent' and 'critical' severity levels. The severity level may change during the life of an issue. For instance, severity may be reduced with a viable workaround or the inability to recreate the problem. Severity may also be upgraded based on increased frequency of the issue or project deadlines. An acceptance shall occur if there are no open items with a severity level of 'critical' or 'urgent.'

i. Severity Definition

1. Critical: The entire system or functional component is inoperable and cannot be used until the error is resolved.

2. Urgent: A serious error in a business critical function where no viable workaround is available.
3. Standard: An error that does not stop the user progressing or a viable workaround is possible.
4. Low: Errors that cause no loss of functionality, or which may be considered cosmetic or annoying in nature.
5. Enhancement: Feature is operating to the agreed specification/requirement however its method of operation may be altered in order to deliver more business benefits.

e. Customer will cooperate with Licensor to isolate, identify and resolve any problems in the Service Deliverables.

f. Customer understands and agrees that Licensor makes no representations or warranties that the Service Deliverables provided as a result of Customization Services will be compatible with all future releases of the Software. Customer may be required to purchase additional Professional Services hours at an agreed to price to resolve any compatibility issues.

5. Change Procedure. Project costs and durations set forth in a Statement of Work are based on the scope, requirements and assumptions as defined in such Statement of Work. Variance in the scope, requirements or assumptions will have an impact on the project's time and cost. Licensor utilizes a formal change control procedure to respond to and manage the changes that may occur throughout the duration of a project. The purpose of this procedure is not to inhibit or prevent change, but rather to facilitate change in an orderly manner. Licensor's change control procedure is summarized below:

a. Either Customer or Licensor may initiate a change order.

b. Customer will work with Licensor to document all requested changes in Licensor's standard change request form ("**Change Order Form**"). This documentation will include a description of the change, reason for the change, areas affected, estimated hours, costs and completion date. Licensor will then submit each Change Order Form to Customer for review and approval before any work is started on the change. Licensor will, likewise, review and approve the changes before any work is started.

c. In the event that the Parties disagree about the proposed changes, each Party shall, within forty-eight (48) hours from the report of the issue, identify a Senior Management Officer who has decision making authority for each of the respective Parties. The Senior Management Officers will discuss and arrive at a mutually acceptable decision. The results of the meeting will be documented and filed with the project library and any milestone dates and costs will be adjusted accordingly.