

APTEAN EDI TERMS OF SERVICE

These Aptean EDI Terms of Service (the “**EDI Terms of Service**”) apply to Customer’s access to and use of the EDI services provided by Licensor (the “**EDI Services**”).

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.

2. The Services – How it Works

The EDI Services provide the ability to transmit Transactions into and from specific software applications between Customer and its 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 Customer’s specific needs.

b. Trading Partners.

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

3. Restrictions

Customer agrees 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 Licensor’s written permission. Customer shall use the EDI Services solely for its 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.

If Licensor reasonably suspects Customer is using the EDI Services for an unauthorized, illegal, or criminal purpose, Customer grants Licensor express authorization to share information about Customer, its access to the EDI Services, and any of its transactions or Transactions with law enforcement.

4. Customer's Responsibilities

a. Resources.

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

b. Updating Contact Information.

It is Customer's responsibility to keep its primary email and street address up to date. Customer understands and agrees that if Licensor sends Customer a communication that is not received because Customer's primary email or street address on file is incorrect, out of date, blocked by Customer's service provider, or Customer is otherwise unable to receive electronic communications, Licensor will be deemed to have provided the Communication to Customer. If Customer uses a spam filter that blocks or re-routes emails from senders not listed in its email address book, Customer must add Licensor to its email address book so that it will be able to receive the communications.

If any email address becomes invalid such that electronic communications sent to Customer by Licensor are returned, Licensor may suspend the EDI Services until its receive a valid, functioning primary email address.

c. Transactions.

- i. Customer is responsible for:
- ii. any content in its Transactions;
- iii. compliance of its Transactions to all applicable laws or regulations;
- iv. managing its Transactions to comply with applicable data protection laws; and
- v. undertaking all necessary measures to ensure the security, confidentiality and integrity of its Transactions.

If Licensor determines, in its sole discretion, that any content in Customer's Transactions violates any provision of this Agreement, Licensor, at its option, suspend, or terminate this Agreement and the EDI Services.

5. Payment Terms

Customer will be invoiced 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. All prices are exclusive of taxes. Licensor reserves the right to increase the fees or update the fee structure found in Schedule 1 at any time.

6. Termination

Customer may terminate the EDI Services by providing us 90 days' written notice. Upon termination of the EDI Services, any pending Transactions or transactions will be cancelled.

7. Our Right to Terminate

Licensor may terminate the EDI Services for any reason or no reason at any time without notice to you. Licensor may also suspend the EDI Services if Customer (a) has violated the terms of 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.

8. Effect of Termination

Upon termination of the EDI Services, Customer agrees: (a) all licenses granted in Exhibit shall automatically end; (b) it 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 Customer's information and Transactions in accordance with its record-keeping policies and applicable law, and (e) that Licensor shall not be liable to Customer or any third party for any of the foregoing actions. Licensor will not be liable to Customer for compensation, reimbursement, or damages in connection with any termination or suspension of EDI Services.

Upon termination of the EDI Services, Customer may request a copy of the Raw Data within thirty (30) days of termination, and Licensor will make available 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. 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 8 will survive termination of this Agreement.

9. Licensor's Intellectual Property Rights

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

10. Customer's Intellectual Property Rights

Customer retains sole ownership over its Transactions. Customer grants Licensor a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to the Transactions solely for us to provide the EDI Services.

11. Privacy

By accepting and these EDI Terms of Service, Customer confirms it have read, understood and accepted Licensor's Privacy Policy: <https://www.aptean.com/policy/privacy-policy>.

12. Security

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

If Customer discovers a security-related issue, including any unauthorized use of its access credentials or Account, it will inform Licensor immediately by contacting the Licensor Security Team at security@aptean.com and snehalkumar.kamble@aptean.com. Customer agrees not to disclose the issue until Licensor has addressed it unless otherwise required by law.

SCHEDULE 1

Licensor EDI Pricing – USD

Monthly Trading Partner Subscription

Trading Partner	\$100.00 USD per trading partner
Communications Maintenance Fee	\$40.00

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 \times \1.00), for the next 150 documents the charge will be \$225.00 ($150 \times \1.50) 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 \$562.50.
2. Line item charges (if applicable) 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 \times 5 \text{ lines/doc} \times \0.10), the next 150 documents will be charged \$56.25 ($150 \times 5 \text{ lines/doc} \times \0.075), and continue until we reach the total # of documents. In this example the line item charge will be \$168.75.
 - a. For line-item charges (where applicable), 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 (where applicable). In the example, your bill would reflect an EDI charge of \$506.25 (if applicable).

4. In addition to these consumption-based transaction-related fees, a Monthly Communications Maintenance fee of \$40 per month is charged and billed for regular comms protocol updates.

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

Licensor EDI Pricing – CAD

Monthly Trading Partner Subscription

Trading Partner	\$90 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*\$.13), the next 150 documents will be charged \$75 (150*5 lines/doc*\$.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 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 \$670.

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