

Thank you for choosing SPS Commerce! By clicking a box indicating acceptance, by using SPS's Products or Services, or by signing a written document offering SPS's Products and Services to Customer, Customer and its affiliates agree to be bound by these General Terms & Conditions ("Terms"). Please review them carefully.

1. General

1.1 These Terms govern Customer's ("Customer", "You", "Your") access to and use of SPS's products and services ("Products" and/or "Services"). These Terms, together with any documents offering SPS's Products or Services to Customer signed by Customer (such as a Scope & Proposal or Quote), if any, constitute the full agreement between Customer and SPS ("Agreement"). In the event of a conflict between these Terms and any such document(s), the applicable terms in the document(s) shall control. In these Terms, SPS Commerce, Inc., shall be referred to as "SPS."

1.2 SPS may modify the Terms at any time. SPS's modifications will take effect on the date the modifications are posted online at:

<https://www.spscommerce.com/terms-and-conditions>.

2. SPS Products and Services

2.1 The Products and Services are described in the documents offering SPS's Products and Services to Customer. SPS will provide the Services in accordance with SPS's Service Levels and Escalation Process, which are described online at <https://www.spscommerce.com/wp-content/uploads/2015/05/Service-Levels-and-Escalation-Process-05-18-2015.pdf>.

2.2 All Products and Services, including, without limitation, all copyrights, trademarks, artwork, images, and other elements (collectively, the "Content"), are protected by intellectual property rights owned and controlled by SPS or by entities that have licensed or otherwise provided their material to SPS. Customer

shall not delete any proprietary, confidential, or intellectual property rights notices.

2.3 Tasks, timelines, data types, volumes, and/or pricing committed to by SPS are based upon Customer's representations and descriptions. In the event SPS determines that the representations and descriptions are materially different than those found when providing the Products or Services, a Material Change will have occurred. SPS reserves the right to adjust the tasks, timelines, data types, volumes, and pricing if a Material Change occurs. Any changes to timelines or pricing will be subject to Customer's approval, which may not be unreasonably withheld.

3. Use of the Products and Services

3.1 For so long as Customer remains in compliance with these Terms, SPS grants Customer a limited, non-transferable, non-exclusive, revocable right and license to access and use the Products and/or Services, any data or reports SPS provides or makes available to Customer as part of the Products and/or Services, and their associated documentation, solely for Customer's own internal business purposes. Customer authorizes SPS to access, collect, modify, process, transfer, or otherwise use (Process) data transmitted by Customer to SPS (Data) to provide the Services or create anonymized reports on the use of SPS's network.

3.2 Customer agrees to use the Products and/or Services only for their intended purposes. Customer may not (i) use the Products or Services for outsourcing or service bureau purposes; (ii) decompile, reverse engineer, modify, adapt, translate, prepare derivative works, disassemble, or otherwise attempt to discover the source code of the Products or Services, nor allow others to do so; or (iii) "mirror" the Products or Services. Customer must abide by all applicable laws and regulations.

3.3 Customer represents and warrants that (i) Customer has received the consent necessary to collect and provide the Data to SPS, and that Customer has no reason to believe Customer may not do so, (ii) Customer is only transmitting Data to SPS which is necessary for SPS to provide Services to Customer, (iii) the Data does not

contain credit or debit card information and (iv) that the Data, or Customer's transmission of the Data, does not violate (a) Customer's obligations to any third party, (b) any third party's intellectual property rights, or (c) any laws or regulations.

3.4 Customer agrees to provide SPS with (i) all information and Data required by SPS to provide the Services to Customer in a format reasonably specified by SPS, (ii) reasonable assistance in the implementation of the Services, and (iii) permission to provide information regarding Customer's use of the Products or Services to third parties. Customer acknowledges that any of Customer's delays will directly impact SPS's ability to implement the Products and/or Services.

3.5 Customer agrees to use commercially reasonable efforts to prevent: (i) activities conducted through Customer's Account(s) that may negatively affect other users' use of, or SPS's ability to manage, the Products or Services; or (ii) the impersonation of any other person or entity, or misrepresentation of Customer's affiliation with any other person or entity, by Customer's users.

3.6 In some cases, Customer may be integrated with SPS's Universal Network. SPS's successful integration relies on Customer's and its third party providers' full cooperation. SPS will stop integrating Customer or its third party providers if (i) Customer or its third party providers are not responsive to SPS's reasonable requests, (ii) Customer provides written notice to SPS that the integration services do not need to be completed, or (iii) after twelve (12) months if Customer does not indicate to SPS that SPS should continue integrating Customer.

3.7 Access to the Products or Services may be password controlled and accessible to registered users only. Customer is responsible for maintaining the confidentiality of Customer's account information including, without limitation, Customer's user name(s) and password(s). Customer agrees to notify SPS immediately of any actual or suspected unauthorized disclosure or use of Customer's user name(s), password(s), or account(s), or any other breach of security, or if the foregoing are not being used by Customer.

3.8 Customer is solely responsible for all activity occurring within Customer's account(s), regardless of whether it was authorized by Customer or made by third parties that were acting Customer's behalf.

3.9 SPS may revoke any rights or licenses, suspend SPS's provision of Products and/or Services, or terminate this Agreement if SPS determines that Customer's breach of Section 3 is harmful or disruptive to SPS, SPS's customers or vendors, or another user.

4. Confidential Information

4.1 "Confidential Information" means any non-public information that either party acquires from the other, whether or not such information is designated or marked as confidential, excluding any information that is publicly available when provided or thereafter becomes publicly available, other than by reason of that party's breach of this Agreement. Each party agrees that Confidential Information does not include any information or other data, however marked, that: (i) is or becomes publicly available without a breach of these Terms, (ii) is received by a party from another source who can disclose it without an obligation to keep it confidential, or (iii) is independently developed by a party without the use of Confidential Information.

4.2 Each party agrees (i) to hold any Confidential Information of the other in the strictest confidence, (ii) not to make use of any Confidential Information of the other party other than for the performance of this Agreement and any related agreements with such party or with Customer's trading partners, (iii) to release Confidential Information of the other party only to employees requiring such material or information, and (iv) not to release or disclose Confidential Information of the other party to any other party at any time, except as may be specifically agreed upon in this or any other agreement between the parties. The confidentiality obligations under this provision shall survive for a period of five (5) years after the termination of this Agreement; provided, however, that the confidentiality obligations as they relate to trade secrets shall survive for as long as such information remains a trade secret under applicable law. Each party will use

commercially reasonable efforts to prevent its employees from using or disclosing Confidential Information to any unauthorized party. For purposes of this Section, “employees” of each party shall be deemed to include authorized agents and subcontractors of that party. In the event either party is required (by law, court, administrative proceeding, or similar process) to disclose any of the other party’s Confidential Information (“Compelled Party”), it shall notify the other of the request and assist in seeking a protective order or other appropriate remedy, at the Compelled Party’s own expense. In the absence of a protective order, the Compelled Party may disclose only that portion of the Confidential Information that is legally required to be disclosed.

5. Data Security

5.1 SPS shall use commercially reasonable efforts to maintain industry standard administrative, technical, and physical safeguards designed to prevent unauthorized or unlawful access, use, or deletion of the Data. SPS’s safeguards will be no less rigorous than those maintained by SPS for its own data of a similar nature.

5.2 Data transmitted by Customer to Customer’s trading partners using the Service is owned by Customer. SPS, its subcontractors, and its affiliates will not assert any lien or other property right against Customer’s Data.

6. Payments

6.1 If applicable, Customer agrees to pay Upfront fees upon and Monthly Fees beginning on the date Customer signs the written document offering SPS’s Products and Services to Customer. All fees are due upon receipt. Fees may be changed by SPS upon written notice to Customer.

6.2 Customer must provide SPS with valid payment information including, but not limited to, Customer’s complete and accurate billing information. If any of the information changes, Customer agrees to update it within thirty (30) days of the

change. Customer shall be charged a \$15 non-electronic payment fee if non-electronic payments are made.

6.3 Customer will be responsible for all sales, use, or excise taxes assessed by a governmental taxing authority. Customer is not responsible for taxes based solely on SPS's net income.

6.4 Customer must contact SPS within fifteen (15) days of the date of the invoice to be eligible for an adjustment or credit. Balances for open invoices exceeding thirty (30) days are considered past due. All past due invoices will accrue interest at the rate of 1 ½ % per month, or a lesser rate if required by law. Customer shall pay all costs of collection, including reasonable attorney's fees, incurred by SPS when trying to collect Customer's past due amounts.

6.5 SPS may limit the Services Customer receives, suspend Customer's access to the Products and/or Services, or terminate the Agreement if Customer's balance is past due. Customer will continue to be invoiced for the Services during a period of suspension. Services will be resumed upon payment of the total past due balance and a reactivation fee of \$100.00.

7. Warranty

7.1 SPS represents and warrants that SPS will perform all Services in a workmanlike and reasonably diligent manner, consistent with professional standards of performance generally accepted within the industry. This warranty is given in lieu of all other expressed or implied warranties, and SPS does not make any other warranties of any kind, including warranties of merchantability, non-infringement, data accuracy, quiet enjoyment, or fitness for a particular purpose. Customer is responsible for taking appropriate precautions against damages to its operations caused by defects, errors, interruptions, or malfunctions, in the Products or Services.

7.2 If the Data is lost, destroyed, or impaired ("Loss") through the sole negligence of SPS, and SPS is notified by Customer of the Loss within sixty (60) days of the

Loss, then SPS's liability and Customer's sole remedy shall be that SPS will either, to the extent reasonably possible, (i) restore the Data from SPS's archives or (ii) provide Customer a credit for the charges paid in connection with the transmission of the lost Data. The remedies set forth above are the exclusive remedies for any breach of warranty.

8. Indemnification

8.1 If any Product or Service made by SPS and sold to Customer becomes subject to a third party claim of infringement of any United States copyright or patent, and such third party claim directly relates to SPS's Products or Services, SPS shall, at its option and expense, either: (i) modify it to make it non-infringing; (ii) settle such claim by procuring for Customer the right to continue using the Product or Service; or (iii) defend Customer against such claim. For the avoidance of doubt, a Claim will be understood to directly relate to SPS's Products or Services if the essence of the Claim relates to SPS's Products or Services. If SPS elects to defend Customer against such claim, SPS will pay Customer for any damages actually incurred which are awarded by a court of final jurisdiction, provided Customer gives SPS prompt written notice of all facts and circumstances necessary or desirable for a proper defense of the same, SPS is given sole control over the defense of such claim, and Customer cooperates fully with SPS in the defense of such claim. SPS shall not be responsible for any settlement made without SPS's written consent. If, in SPS's opinion, none of the foregoing alternatives are reasonably available to SPS, then SPS may discontinue the sale of the Product or Service.

8.2 SPS shall have no liability for any claim of patent or copyright infringement that is based upon: (i) use of the Product or Service in a manner other than for which it was intended; (ii) modifications or changes made to the Product or Service which were not authorized by SPS; (iii) operation of the Product or Service in combination with other products selected or supplied by Customer; (iv) SPS's compliance with Customer's designated designs, material usage or specifications; (v) Customer's use of the Product or Service after notification by SPS to discontinue use of such product; or (vi) Customer's use of the Product or Service that is not the latest or

current supported version of the Product or Service. In the case of (i) – (vi) above, Customer shall defend, indemnify, and hold SPS harmless against any claim of infringement of any copyright or patent.

8.3 The foregoing states SPS's full liability arising out of or related to infringement of any patent, copyright, trade secret, or other intellectual property right.

9. Limitation of Liability

IN NO EVENT WILL EITHER PARTY OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, CHARGEBACKS, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL), OR OTHER DAMAGES RESULTING FROM OR IN CONNECTION WITH ANY SERVICES PROVIDED TO CUSTOMER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF LIABILITY DOES NOT INCLUDE CLAIMS ARISING OUT OF SPS'S OBLIGATIONS DESCRIBED IN SECTION 8.

10. Term and Termination

10.1 These Terms are effective as of the date Customer indicates acceptance by using SPS's Products or Services, signing a written document offering SPS's Products and Services to Customer, or checking a box indicating Customer's acceptance, whichever is first to occur ("Effective Date"). It shall remain in full force and effect until it is terminated by Customer or SPS. Customer must pay fees due prior to termination.

10.2 Unless a method for termination or non-renewal is expressly stated in the written document offering SPS's Products and Services to Customer, either Customer or SPS may terminate the Agreement, and/or any portion of the Services,

with thirty (30) days' prior written notice. All of Customer's rights and licenses shall expire upon termination of the Agreement.

11. Miscellaneous

11.1 If any portion of the Terms are held invalid, such invalidity shall not affect the remaining portions of the Terms. Any provisions that by their nature should survive termination of the Terms, shall survive. Such provisions include, but are not limited to, those concerning proprietary rights, disclaimers of warranty and liability, governing law, payments, and termination.

11.2 Both parties may delegate their duties to subcontractors, subsidiaries, affiliates, or parent companies, provided it remains liable for its duties. Neither party may assign the Agreement without the other's prior written approval, except in connection with the sale of significantly all of the stocks or assets of the business providing or receiving the Products or Services.

11.3 Other than the obligation to make payments, neither party will be liable for its inability to perform to the extent that such inability or failure was caused by factors beyond its reasonable control, including, but not limited to, internet unavailability, power failures, or acts of God.

11.4 Failure or delay by either Customer or SPS to exercise any right, power, privilege, or remedy will not constitute a waiver of that right, power, privilege, or remedy. The Terms shall be governed and construed according to the laws of the state of Minnesota, without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for any litigation arising out of or related to this Agreement shall be in the federal or state courts located in Hennepin County, Minnesota.

11.5 Customer's domiciled in Canada are subject to "General Terms & Conditions – Canada." Customers domiciled in the Asia or Pacific region are subject to "General Terms & Conditions – Australia." All other customers agree to be subject to these General Terms & Conditions.

Effective as of October 09, 2017.

