

TERMS OF SERVICE

The Edge by Ascential Digital Shelf Subscription Service (the “Digital Shelf Service”) is made available by Edge by Ascential, LLC, if you are a customer located in the United States, or Edge by Ascential Limited (Company Number 03994702), if you are located outside the United States (“Edge”, “us” or “we”). Edge by Ascential Limited’s registered office is at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP. Edge by Ascential, LLC has a place of business at 46 Farnsworth Street, Boston, Massachusetts 02210.

Please read these terms of the Digital Shelf Service (“Terms”) carefully. In the absence of a signed legal agreement between your company and Edge, these terms apply. They constitute a legally binding agreement between your company (whether your employer or client, “you” or “Company”) and Edge to which you are subject and contain terms limiting our liability and exclusions of certain warranties. The User accepting these terms represents and warrants to Edge that they have the authority to bind the Company to these Terms. **BY USING THE DIGITAL SHELF SERVICE, THE USER ALSO AGREES TO BE BOUND BY RESTRICTIONS AND LIIMITATIONS CONTAINED IN THESE TERMS.** If the User is not willing to be bound by these Terms, do not use the Digital Shelf Service. **However, if a separate legal agreement has been signed between Company and Edge, then the terms of the other agreement take precedence over the terms outlined herein.**

1. ACCESS TO DIGITAL SHELF SERVICE

The contract for supply of the Digital Shelf Service is agreed and entered into by the signing of the Commercial Terms Form. “Commercial Terms Form” means any order form for the supply of the Digital Shelf Service signed by you as a commitment to purchase. Once signed, the Commercial Terms Form combined with these Terms and all appendices attached or referred to in the Commercial Terms Form, together constitute the entire agreement between the parties.

Subject to your payment of the subscription fees and other amounts due specified in the Commercial Terms Form and complying with these Terms (including without limitation the restrictions set out in clause 4), we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to use the Digital Shelf Service during the Subscription Term (as defined in clause 7 below) solely for your internal business operations.

Access to the Digital Shelf Service is limited to those of your and your affiliates’ employees, or others we may have approved as provided herein, who have been issued usernames and passwords by us (“Users”). Third party contractors and consultants who have been engaged by you may not access the Digital Shelf Service unless and until approved by Edge in writing and such party(ies) have signed a Third-Party Access Agreement provided by Edge. Each User must have a personal, non-transferable password which they are obliged to keep confidential. User accounts should not be “shared” or used by more than one individual.

2. SERVICE UPDATES

We may update the Digital Shelf Service from time to time and may add new or different features and functionality. Provided you are current with payment of all applicable fees, you will be granted access to the updated versions of features to which you have subscribed. Optional new features and functions may be subject to additional fees. We may also adjust or delete certain features of the Digital Shelf Service from time to time. Should a deletion of a feature or part thereof materially impact the level of service provided by us, we shall discuss with you, acting in good faith, whether a credit of fees representing the value of the adjusted or deleted feature is warranted.

The provision of the Digital Shelf Service is conditioned on us being able to access certain third-party web sites or certain third-party services. Should it not be possible to access any third-party websites or service due to no fault of ours, we reserve the right to amend the agreement with you and to credit pro rata a portion of the Subscription Fees paid which equates to the remainder of the Subscription Term or Renewed Subscription Term for the affected service. This shall be your sole remedy and our only obligation and liability in respect of non-performance and non-availability of the Digital Shelf Service.

3. FEES

The Commercial Terms Form specifies the fees payable by you, which may include, an Annual Subscription Fee, and shall also specify additional commercial terms and charges which may be applicable. Such fees are exclusive of VAT, sales, use and any similar taxes

unless expressly agreed otherwise in writing as part of the Commercial Terms Form. If you do not pay such taxes you will be responsible for their payment to relevant authorities. In certain jurisdictions, we may be required to collect and remit sales tax in connection with your purchase of Services and Deliverables. Any such taxes will be added to the fees and reflected on your invoice.

If any amounts due Edge are not paid when due, Edge may, without affecting its other rights and remedies, suspend your access to the Digital Shelf Service on 7 days' notice (which notice may be served by email) until such amounts are paid in full. Overdue fees are subject to a late payment interest charge from the due date until actual date of payment of 1.5% per month (or, if less, the maximum amount permitted by law). You shall be liable for all costs (including reasonable attorney fees) associated with Edge collecting delinquent or dishonored payments.

4. LICENSE AND USE RESTRICTIONS

You are responsible and liable for its use of the Digital Shelf Service, for the manner of use and results obtained therefrom. You may not: (i) sell, share, resell, rent, lease or sub-license or onward license, or use in a service provider capacity, the Digital Shelf Service or any reports from the Digital Shelf Service; (ii) use or allow use of the Digital Shelf Service to store or transmit unsolicited marketing emails, infringing, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit viruses, disruptive or other harmful code, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Digital Shelf Service; (iv) attempt to circumvent any technical restrictions to the Digital Shelf Service or to gain unauthorized access to the Digital Shelf Service or its related systems or networks; (v) reverse engineer or access the Digital Shelf Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. Customer will not provide access to the Digital Shelf Service to anyone other than Users and shall also not disclose, provide or otherwise make available any reports, API's, plugins provided in connection with or obtained from the Digital Shelf Service to any third party including, without limitation any agency, retailer, data provider, or manufacturer, unless expressly authorized by Edge in a separate written agreement.

You are responsible for all activity occurring under your use and use by any and all Users of the Digital Shelf Service and you shall be liable and hold us harmless for your acts or omissions as well as those of Users and your sub-contractors and agents.

5. OWNERSHIP

Edge alone (and its licensors and vendors, where applicable) shall own all right, title and interest, including intellectual property rights, in and to the Digital Shelf Service (including any created or arising from our performance of this Agreement), and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Digital Shelf Service (collectively, the "Edge Property"). With the exception of the limited license to use the Digital Shelf Service granted in clause 1, Edge does not permit Customer to make any use of the Digital Shelf Service or outputs thereof. Edge and its licensors reserve all rights not expressly granted to Customer under this Agreement. You agree that Edge and its affiliates may freely use any data which we learn, acquire or obtain in connection with the performance of the Digital Shelf Service generally and to improve the quality of our and our affiliates' services and deliverables.

6. IP INDEMNITY

Subject to Clause 10, we will defend you against any claim or action to the extent that such a claim or action is based on a claim that the Digital Shelf Service infringes the intellectual property rights of a third party ("IPR Claim"), and we shall pay any damages and costs finally awarded against you relating to such IPR Claim which are specifically attributable to the IPR Claim. This indemnity is conditional on you (a) notifying us in writing of any IPR Claim; (b) allowing us to conduct all negotiations and proceedings and providing us with all reasonable assistance in respect of the IPR Claim; and (c) not making any admission or attempt to settle the IPR Claim. If an IPR Claim is made, we shall in our sole discretion either (i) procure the right for you to continue to use the Digital Shelf Service; (ii) replace or modify the Digital Shelf Service with a service of equivalent functionality; or (iii) terminate this agreement and your access to the Digital Shelf Service. This indemnity shall not apply if (x) the IPR Claim is as a result of any modification or misuse of the Digital Shelf Service by you, (y) the IPR Claim is as a result of any use in combination with material not supplied by us; or (z) you fail to comply with your obligations under this clause. The foregoing states Edge's entire obligation and Customer's exclusive remedy for claims of patent or copyright infringement, or trade secret misappropriation in connection with the Digital Shelf Service.

7. RENEWAL

Your access to the Digital Shelf Service will continue for the Subscription Term specified in the Commercial Terms Form. Thereafter, access by you to the Digital Shelf Service will continue indefinitely, renewing on an annual basis, ("Renewed Subscription Term") unless

terminated by either party giving to the other sixty (60) days written notice prior to the end of each yearly Renewed Subscription Term. Any termination by you must be verified by your Customer Administrator (as identified in the Commercial Terms).

A renewal invoice will be issued annually prior to the expiry of each Renewed Subscription Term and all fees must be paid prior to the commencement of the Renewed Subscription Term in order to maintain access to the Digital Shelf Service. Failure to do so may result in us terminating you and your Users access to the Digital Shelf Service without any liability to you and without prejudice to any of our rights in law or equity. We reserve the right at our sole discretion to charge a separate reconnection fee should you subsequently request access to the Digital Shelf Service.

8. TERMINATION

This agreement and your right to use the Digital Shelf Service shall terminate with immediate effect by notice in writing if you commit a remediable material breach (which shall include non-payment) or willful and repeated non-material breaches and you fail to remedy the same within thirty (30) days of receipt from us of a notice identifying the breach(es) and requiring it to be rectified or on thirty (30) days written notice if you commit an irremediable material breach of this agreement. All outstanding fees are payable on termination.

Upon termination, you and your Users shall immediately cease use of the Digital Shelf Service (and you acknowledge that we may terminate your account immediately). In this case, no refund of pre-paid fees will be provided by Edge. We are not obliged to maintain your data after you have stopped using the Digital Shelf Service.

9. WARRANTIES

Edge warrants that the Digital Shelf Service will provide the features and functionality detailed on the Ascential Edge website related to the Digital Shelf Service in all material respects under normal use and circumstances.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, THAT THE DIGITAL SHELF SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE DIGITAL SHELF SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DIGITAL SHELF SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE DIGITAL SHELF SERVICE. NO PERSON, OTHER THAN AN OFFICER OF OURS IS AUTHORISED TO INCUR WARRANTY OBLIGATIONS ON OUR BEHALF OR TO EXPAND OR MODIFY THE LIMITATIONS SET FORTH HEREIN.

Internet Delays. THE DIGITAL SHELF SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. LIMITATION OF LIABILITY

In no event shall we be liable for any direct, indirect, special, incidental or consequential damages whatsoever arising out of the use of or inability to use the Digital Shelf Service, whether based on contract, tort or other legal theory, even if we have been advised of the possibility of such damages. If we are held liable for any reason under this Agreement or in relation to the Digital Shelf Service (including as a result of clause 6), in no event will our liability exceed the fees paid by you in respect of the Digital Shelf Service for the previous twelve (12) months.

11. ENTIRE AGREEMENT; SEVERABILITY

These Terms and the Commercial Terms (if any) constitute the complete and entire agreement of the parties and supersede all previous communications, oral or written, and all other communications between us relating to the use of the Digital Shelf Service. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. If any provision of this Agreement is judged to be unenforceable, that provision shall be amended to the extent necessary to make it enforceable.

12. COMPLIANCE WITH LAWS

Supplier and Edge shall comply with applicable laws, treaties and regulations in connection with the provision and use of the Digital Shelf Service, including but not limited to those related to data privacy and personal data, intellectual property, competition and anti-trust law and export controls. Edge's privacy policy is located at <https://www.ascentiaedge.com/edge-ascential-privacy-notice>.

13. CONFIDENTIALITY

"Confidential Information" means the Digital Shelf Service, and any deliverables provided in connection therewith and all information, whether in written or any other form, which has been or may be disclosed or otherwise provided in the course of the discussions leading up to the entering into or performance of the Agreement, or which is identified as confidential. The parties acknowledge and agree that Edge Property is Confidential Information of Edge. Each party hereby undertakes to the other to use the Confidential Information disclosed to it by or on behalf of the other party solely in connection with the performance of the Agreement, the delivery and receipt of the Digital Shelf Service, and to not divulge to any third person such Confidential Information without the prior written consent of the other party except as expressly permitted herein. The parties agree to take reasonable precautions to protect such Confidential Information. The parties agree that the foregoing will not apply with respect to: (i) Confidential Information after five (5) years following the termination of the Agreement, with the express exclusion of the Edge Property; (ii) any Confidential Information that the receiving party can document: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the disclosing party; or (c) was rightfully disclosed to it by a third party; (iii) any information which was independently developed by the receiving party; or (iv) any Confidential Information which is required to be disclosed by applicable law, provided that the receiving party provides prompt notice to the other of such required disclosure, to the extent legally permissible. The obligations contained in this clause 13 are in addition and without prejudice to any obligation set out in these Terms. The parties agree that any breach by either party or any of its officers, directors, managers, employees, contractors or agents, of any provisions of this clause 13 may cause immediate and irreparable injury to the other party and that, in the event of such breach, the injured party will be entitled to seek injunctive relief as well as any and all other remedies available at law or in equity.

14. APPLICABLE LAW

United States. If you are based in the United States, New York state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles.

Outside the United States. If you acquired the software in any other country, the laws of England and Wales apply and the parties hereto submit to the exclusive jurisdiction of the English courts.

The U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of this Agreement.