AUCTANE TECHNICAL INTEGRATION PROGRAM

This Auctane Technical Integration Program (this "**Program Exhibit**") is entered into between the applicable Auctane Contracting Entity ("**Auctane**") and Company, each individually referred to as a "**Party**" and collectively as the "**Parties**". "**Company**" means in the case of an individual accepting this Program Exhibit on his or her own behalf, such individual, or in the case of an individual accepting this Program Exhibit on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Program Exhibit. This Program Exhibit is governed by the terms of the Main Services Agreement found at www.auctane.com/legal ("**Auctane Site**"), as may be amended, modified, or supplemented by any supplemental terms or addenda thereto agreed to in a writing signed by Auctane and Company (the "**Main Services Agreement**"). In the event of any conflicting terms between the Main Services Agreement and this Program Exhibit, the terms and conditions of this Program Exhibit shall prevail. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Main Services Agreement.

BY ACCEPTING THIS PROGRAM EXHIBIT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING A PROGRAM EXHIBIT OR OTHER WRITTEN DOCUMENT THAT REFERENCES THIS PROGRAM EXHIBIT, COMPANY AGREES TO THE TERMS OF THIS PROGRAM EXHIBIT.

Auctane may modify this Program Exhibit at any time by posting a revised version on the Auctane Site. The modified terms will become effective seven (7) days upon posting. It is your responsibility to check the Auctane Site regularly for modifications to this Program Exhibit.

This Program Exhibit was last updated on October 11, 2022. This Program Exhibit is effective between Auctane and Company as of the date Company accepts this Program Exhibit (the "**Program Effective Date**").

1.   DEFINITIONS

"Auctane APIs" means Auctane's application programming interfaces and supporting documentation made available to Company through ShipEngine Connect in connection with this Program Exhibit.

"Auctane Documentation" means the technical documentation regarding the Auctane APIs generally made available to customers, system integrators, developers, and other third parties through ShipEngine Connect to facilitate development work related to the Auctane Products.

"Auctane Products" means the products and/or services made available online by Auctane and its Affiliates. "Auctane Products" excludes Third-Party Content and Non-Auctane Applications.

"Auctane Sandbox" means the environment made available by Auctane to Company through ShipEngine Connect for the purposes of developing the Integration and extending functionality of the Auctane Products.

"Authentication Credentials" means Auctane credentials and/or API keys that are used by Auctane to authenticate the identity or authority of an individual or system.

"Company APIs" means the Company's application programming interfaces and supporting documentation made available to Auctane and its Affiliates in connection with this Program Exhibit.

"Company Documentation" means the technical documentation regarding the Company APIs generally made available to customers, system integrators, developers, and other third parties to facilitate development work related to the Company Services.

"Company Sandbox" means the environment made available to Auctane and its Affiliates for the purposes of developing the Integration and extending functionality of the Company Services.

"Company Services" means the products and/or services to be provided by Company to Auctane under this Program Exhibit through the Integration.

"Customer Data" means electronic data and information submitted by or for Customers to the Auctane Products, excluding Third-Party Content and Non-Auctane Applications.

"Customers" means Auctane's and its Affiliates' customers and partners that use the Auctane Products and their respective end-users.

"Initial Approval Date" means the date an Integration is first approved by Auctane hereunder for implementation in a production environment.

"Integration" means integration of the Company Services with the Auctane Products using ShipEngine Connect.

"Non-Auctane Application" means a web-based, mobile, offline, or other software application functionality that is provided by Company or a third party and interoperates with an Auctane Product.

"ShipEngine Connect" means a collection of documentation, tools, guidelines and instructions available at https://connect.shipengine.com that enables developers to build software applications that are integrated with the Auctane Products.

"Third-Party Content" means information obtained by Auctane or its Affiliates from publicly available sources or its third-party content providers and made available to Company through the Auctane Products.

2. API ACCESS; LICENSE

2.1   Company Access of Auctane APIs.

(a)   Subject to the terms and conditions of this Program Exhibit, to the extent necessary to fulfill Company's obligations or for Company to exercise its rights under this Program Exhibit, Auctane grants Company a non-exclusive, non-transferable, non-sublicensable, revocable license to (i) access and use the Auctane APIs, the Auctane Documentation and the Auctane Sandbox, solely to develop the Integration and enable Customers to use and access the Company Services through the Auctane Products; (ii) store, load, install, combine, integrate and display the Auctane API, in object code form, only with the Company Services for use solely by Customers directly through their respective accounts; (iii) reproduce and distribute the Auctane API to Customers solely as part of the Integration in a manner attributable to such Customers' respective accounts; and (iv) reproduce any software that is part of the Auctane API, in object code form only, solely as necessary to exercise the rights granted in (ii) and (iii) above. Company shall not, and shall not direct, encourage, or assist any other party to, access or use the Auctane APIs to design or develop a competitive or substantially similar product or service. Company is limited to 100 API calls per hour. Company may request an API limit increase from Auctane by submitting a written request.

(b)   If Auctane provides Auctane Authentication Credentials to Company, Company agrees to ensure that such Auctane Authentication Credentials are securely maintained and used only by the authorized user or system to whom or which they were issued. Auctane Authentication Credentials must be maintained in confidence and must not be transferred between or among individuals or systems, and Company must implement all necessary and appropriate measures to prevent such transfers. If Company implements Authentication Credentials in a system such that the system is an authorized user (an "**Authorized System**"), Company must configure the Authorized System such that individuals accessing ShipEngine Connect via the Authorized System can be accurately identified to Auctane upon its request, and the date, time and nature of their access can likewise be accurately identified to Auctane.

2.2   Auctane Access of Company APIs. Subject to the terms and conditions of this Program Exhibit, to the extent necessary to fulfill Auctane's obligations or for Auctane to exercise its rights under this Program Exhibit, Company grants Auctane and its Affiliates a non-exclusive, non-transferable, non-sublicensable, revocable license to (i) access and use the Company APIs, the Company Documentation and the Company Sandbox, solely to develop the Integration and enable Customers to use and access the Company Services through the Auctane Products; (ii) store, load, install, combine, integrate and display the Company API, in object code form, for use solely by Customers directly through their respective accounts; (iii) reproduce and distribute the Company API to Customers solely as part of the Integration in a manner attributable to such Customers' respective accounts; and (iv) reproduce any software that is part of the Company API, in object code form only, solely as necessary to exercise the rights granted in (ii) and (iii) above. To the extent Auctane and its Affiliates access the Company APIs under this Program Exhibit, Company represents and warrants that it will not materially decrease the overall features and functionalities of any of the Company APIs, as compared to the versions in effect on the Effective Date, without providing reasonable written notice (acknowledged email sufficient) to Auctane.

3.   DEVELOPMENT AND MAINTENANCE

3.1   Company Responsibility for Development and Maintenance of the Integration.

(a)   Company shall devote such resources and undertake such development work as may be necessary to integrate the Company Services with the Auctane Products using ShipEngine Connect within sixty (60) days of the Program Effective Date, including the development of written documentation regarding the functionality and other relevant aspects of the Integration. Company shall continue to support the Integration to ensure the continued efficacy of the Integration.

(b)   Upon completion of an Integration, Company shall submit the Integration to Auctane to verify and validate for quality assurance purposes. Auctane will review each Integration with reasonable cooperation and assistance from Company. Auctane will determine, in its sole discretion, whether to approve or reject any Integration. After the Initial Approval Date, Company shall submit any modifications to the Integration to Auctane for review and approval. Company represents and warrants that (a) the Integration will perform materially in accordance with the standards set forth in the Auctane Documentation and in accordance with the version of the Integration in effect on the Initial Approval Date; and (b) it will not materially decrease the overall features and functionalities of any Integration, as compared to the version of the Integration in effect on the Initial Approval Date. Company agrees to integrate to the most current release of the Auctane APIs within sixty (60) days of general availability of such release.

(c)   Auctane may conduct periodic security evaluations of the Integration, which may include a qualitative assessment involving review of a questionnaire completed by Company, an interview with appropriate Company personnel, and/or security testing. Auctane conducts such security reviews for its own benefit and Company may not rely on, publicly disclose, or promote an Integration's successful passage of such security review. Auctane may conduct such testing itself or through a third party. Auctane will provide reasonable notice to Company before starting such testing. Auctane will cooperate reasonably with Company to mitigate the effects of such testing on Company's business and operations. Company agrees to cooperate reasonably with such testing. Despite the foregoing, such testing may in rare cases cause downtime or other adverse effects on the Integration or Company's systems. Company agrees that Auctane and its agents or contractors conducting the testing will bear no responsibility or liability arising from such testing. Any Company Confidential Information to which Auctane obtains access in the course of a security review will be subject to the confidentiality provisions of the Main Services Agreement.

(d)   Company shall maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Customer Data accessed or processed by the Integration. Company shall not (a) modify Customer Data, except to provide the Integration or as expressly permitted in writing by Customer, (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by Customer, or (c) access or use Customer Data except to provide the Integration, as expressly permitted in writing by Customer, to prevent or address service or technical problems, or at Customer's request in connection with customer support matters. Company agrees to maintain the confidentiality of Customer Data indefinitely following the expiration or termination of this Program Exhibit.

3.2   Troubleshooting. Company agrees to fully cooperate with Auctane to promptly resolve any maintenance- and/or service-related issues. Company shall ensure that appropriate Company personnel is available 24 hours a day, 7 days a week to address any such maintenance- and/or service-related issues ("**Company Contact**"). Company shall provide the contact information for its Company Contact to Auctane on or prior to the Program Effective Date. Company shall ensure that contact information for the Company Contact is current and up-to-date and shall provide written notice (email sufficient) of any changes to the contact information for the Company Contact.

3.3   Service Availability. Company shall maintain a Monthly Uptime Percentage for the Company Services of at least 99.9% during any calendar month. "**Monthly Uptime Percentage**" will be measured using the total hours in an applicable calendar month (minus total time for planned or emergency maintenance) as the denominator, divided by the numerator, which is defined as the denominator value minus the time of any outages in services in the monthly period.

3.4   Availability of Company Services. The Company Services will be made available to Customers in Auctane's sole discretion. Notwithstanding anything to the contrary in this Program Exhibit, Auctane reserves the right, at any time, for any reason (or no reason at all), to decline to make the Company Services available to Customers.

3.5   Company Terms of Service. Auctane agrees to reasonably cooperate in any Company investigation into a Customer for such Customer's breach or alleged breach of Company's terms and conditions of service or carriage. In no event shall Auctane or any of its Affiliates be responsible for any claim or losses (whether in contract, tort or

otherwise) related to or arising from a violation of Company's terms and conditions of service or carriage by a Customer or any other act or omission of a Customer (collectively, "**Company Claims**"). Company shall indemnify, defend and hold harmless Auctane and its Affiliates and their respective Representatives from all Company Claims.

4. INTELLECTUAL PROPERTY OBLIGATIONS

4.1   IP Ownership. Except as specifically set forth herein, each Party shall retain all intellectual property rights in its intellectual property and for any works or materials which it creates in connection with this Program Exhibit, and this Program Exhibit does not transfer any intellectual property rights between the Parties. For clarification purposes, (i) Company retains all right, title, and interest in the Company Services and the Company APIs, Company Documentation, and Company Sandbox and all improvements and modifications thereto and all derivative works thereof, and (ii) Auctane retains all right, title, and interest in and to the Auctane Products and ShipEngine Connect, including without limitation, the Auctane APIs, Auctane Documentation, and Auctane Sandbox, and all improvements and modifications thereto and all derivative works thereof. Other than as expressly set forth in this Program Exhibit, no license or other rights in or to a Party's products, services, or intellectual property is granted, and all such licenses and rights are hereby expressly reserved.

4.2   License. Subject to the terms of this Program Exhibit, Company grants Auctane a perpetual, worldwide, transferable, non-exclusive license, together with the right to sublicense, to use, distribute (directly and indirectly), modify, extend, and make derivative works from the Integration, including in connection with enabling Customers to use the Company Services through any of the Auctane Products, for a fee or no fee.

5. TERM AND TERMINATION

This Program Exhibit shall continue in full force and effect for an initial term of one (1) year and shall automatically renew for successive one (1) year terms annually thereafter unless written notice of nonrenewal is given by a Party at least thirty (30) days prior to the end of the then-current term. Either Party may terminate this Program Exhibit upon the occurrence of certain termination events, as described in the Main Services Agreement. In addition, Auctane shall have the right to terminate this Program Exhibit upon written notice to Company. Provisions which by their nature should survive termination or expiration in order to be given full effect, including but not limited to Sections 1, 3.1(d), 3.5 and 4 of this Program Exhibit, shall survive any termination or expiration of this Program Exhibit or the Main Services Agreement. Each Party acknowledges that the other Party may suffer irreparable damage for which money damages alone may be an insufficient remedy in the event of any breach of the provisions of Section 2 of this Program Exhibit. Accordingly, a Party will be entitled to temporary, preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity, against the Party who has breached or threatened to breach any of the foregoing provisions of this Program Exhibit.