

Salsify Master Subscription Services Agreement

This Salsify Master Subscription Services Agreement, together with the Order, any SOW, and exhibits incorporated herein (collectively, this “**Agreement**”), govern the use and provision of any Solutions. Capitalized terms used but not defined herein have the meaning given to them in an Order or SOW.

1. DEFINITIONS

- 1.1 “**Affiliates**” means any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person.
- 1.2 “**Aggregated Data**” means technical data and other data created, received, or processed by or from the Solutions; provided that such data is derived or aggregated in deidentified form.
- 1.3 “**Authorized User**” means each of Customer’s or its Affiliates’ employees, agents, and independent contractors who are provided access to the Solutions in accordance with, and subject to, this Agreement.
- 1.4 “**Confidential Information**” means all written or oral information, disclosed by one party (the “**disclosing party**”) to the other (the “**receiving party**”), related to the business, products, solutions, services, or operations of the disclosing party, or a third party, that has been identified as confidential or that by the nature of the information ought reasonably to be treated as confidential, including the terms of this Agreement.
- 1.5 “**Customer**” means the party identified as the “Customer” in the Order or SOW.
- 1.6 “**Customer Content**” means all Customer data or information made available by Customer to Salsify in connection with Customer’s use of the Solutions, but excluding, for clarify, any Aggregated Data or Usage Data and any information, data, data models, content or materials developed or controlled by Salsify and made available through or in connection with the Solutions.
- 1.7 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, made available by Salsify that describes the features and operation of the Solutions.
- 1.8 “**Effective Date**” means the first date of the Term specified in Customer’s Order or, if such Order was submitted online, the date Customer submits the online Order.
- 1.9 “**Feedback**” means suggestions and/or other feedback provided by Customer regarding any Solution. For the avoidance of doubt, “Feedback” excludes Customer’s Confidential Information.
- 1.10 “**Generated Output**” means the data or content generated or received by Customer via Salsify AI-Powered Capabilities as prompted by Customer Content.
- 1.11 “**IPR**” means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.12 “**Licensed Entitlements**” means the limits, volume, business or geographic scope, or other measurement or conditions of permitted access and use of the Solutions set forth in the applicable Order.
- 1.13 “**No-Cost Offering**” means a no-cost subscription to all or a portion of the Solutions or no-cost Services.
- 1.14 “**Order**” means the order document signed by an authorized representative of each party, or submitted online by Customer when such option is available, identifying the Solutions to be made available, the fees to be paid, and referencing this Agreement.

- 1.15 **“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 1.16 **“Personal Information”** means any information about a natural person who is identifiable by referencing an identifier such as name, identification number, or location data, which information is processed by or on behalf of Salsify as a processor in connection with the Solutions.
- 1.17 **“Privacy Laws”** means any applicable laws, statutes, and regulations governing the collection, use, disclosure, or storage of Personal Information.
- 1.18 **“Salsify”** means Salsify, Inc. or the Affiliate of Salsify, Inc. identified on the Order or SOW.
- 1.19 **“Salsify AI-Powered Capabilities”** means the add-ons, features or functionality of the Solutions that use generative AI.
- 1.20 **“Salsify IP”** means the Solutions, the underlying software provided in conjunction with the Solutions, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Solutions or any Services, the Documentation, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all IPR in and to any of the foregoing.
- 1.21 **“Services”** means professional services provided by Salsify, or on Salsify’s behalf, to Customer as identified in an Order or SOW.
- 1.22 **“Solutions”** means Salsify’s proprietary, cloud hosted solutions and related support services identified in an Order, together with the Services.
- 1.23 **“SOW”** means a statement of work signed by an authorized representative of each party referencing this Agreement (or attached to an Order) and identifying the Services to be made available and fees to be paid.
- 1.24 **“Usage Data”** means information stored in log files, including internet protocol addresses, type of browser, Internet Service Provider, date/time stamp, referring/exit pages, and clicked pages.

2 SOLUTIONS

2.1 Access and Use. Subject to the restrictions contained in this Agreement (including the Licensed Entitlements), Salsify hereby grants, and Customer hereby accepts, a non-exclusive, non-transferable (subject to Section 10.2) and non-sublicensable right during the Term for its Authorized Users to access and use the Solutions solely for Customer’s and its Affiliates’ own internal business purposes. Customer will ensure that such Affiliates’ use of the Solutions complies with this Agreement. Customer will be responsible for all acts and omissions (including any breach of this Agreement) by any Affiliate or Authorized User.

2.2 Restrictions. Customer shall not: (a) access or use the Solutions (or permit any Authorized User or third party to do so), except as expressly permitted herein; (b) reverse engineer or create derivative works based on the Solutions; (c) copy, frame, mirror, sell, resell, rent, lease, or otherwise commercially exploit any part or content of the Solutions; (d) use the Solutions or Documentation for benchmarking or competitive analysis with respect to competitive products or services, or to build a competitive product or service; (e) upload, post, store, distribute, transmit, sell, promote, or provide any Customer Content, information, data, or other material in an illegal manner or in a manner that violates or infringes the IPR or other rights of any third party; (f) access or search the Solutions (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Solution features provided by Salsify for use expressly for such purposes; (g) interfere with, or disrupt the integrity or performance of, the Solutions, or any data or content contained therein or transmitted thereby; or (h) upload, transmit,

or distribute any computer viruses, worms, or any software intended to damage or alter the Solutions or any other user of the Solutions.

2.3 Reservation of Rights; Acknowledgement of Ownership. Except for the limited rights granted to Customer herein, Salsify reserves and, as between the parties, will solely own, the Salsify IP and all right, title, and interest in and to the Salsify IP.

2.4 Third-Party Services. Customer may choose to use or procure third-party products or services in connection with the Solutions, including any third-party apps made available through the Salsify App Center or third party implementation, customization or training services (collectively, “**Third-Party Services**”). Customer’s receipt or use of any Third-Party Services (and the third-party’s use of Customer Content) is subject to a separate agreement between Customer and the provider of the Third-Party Services. If Customer enables or uses Third-Party Services with the Solutions, Salsify will allow the provider of the Third-Party Services to access or use Customer Content as required for the interoperation of the Third-Party Services with the Solutions. This may include transmitting, transferring, modifying or deleting Customer Content, or storing Customer Content on systems belonging to the provider of the Third-Party Services or their vendors. **Salsify is not responsible for any access to or use of Customer Content by providers of Third-Party Services, or for the security or privacy practices of any provider of Third-Party Services. Salsify disclaims all liability and responsibility for any Third-Party Services (whether support, availability, security or otherwise) or for the acts or omissions of any provider of Third-Party Services or their vendors.**

2.5 No-Cost Offering. To the extent that Salsify makes available to Customer one or more of its No-Cost Offerings, then Customer hereby acknowledges and agrees that: (a) the No-Cost Offering may not contain all of the features and functions made generally available by Salsify in connection with a purchased subscription for the Solutions; (b) the No-Cost Offering is made available to Customer by Salsify on an “AS IS” basis without any representations or warranties whatsoever; and (c) Salsify may modify or terminate Customer’s right to use No-Cost Offerings at any time and for any reason in its sole discretion, without liability to Customer. Sections 7.1, 7.3, 7.4, and 8 of this Agreement do not apply to No-Cost Offerings.

2.6 Continuous Development. Salsify continually develops new features and functionality of the Solutions. If Salsify adds additional functionality to a particular Solution, Salsify may: (a) provide or make available to Customer such features at no additional charge; or (b) condition the implementation of such modifications on Customer’s payment of additional fees; provided that, during the Term, Customer may continue to use the version of the Solution that Salsify makes generally available (without such features) without paying additional fees.

2.7 AI-Powered Capabilities. Salsify and its subcontractors will not use Customer Content to train any artificial intelligence model supporting Salsify AI-Powered Capabilities without Customer’s prior permission, except to the extent such trained model is isolated for only Customer’s use. Salsify will only provide access to Salsify AI-Powered Capabilities to Customer if: (i) purchased by Customer pursuant to an Order or SOW; (ii) Customer does not opt out of such access after reasonable prior notice to Customer’s Authorized Users with administrative level access; or (iii) Customer’s Authorized Users with administrative level access opt in to such access. The Salsify AI-Powered Capabilities may produce recommendations, suggestions, translations, or other responses as Generated Output. **Notwithstanding anything in this Agreement to the contrary, Customer is solely responsible for its use of Generated Output, including determining whether Generated Output is accurate, complete, and appropriate for Customer’s intended use. Generated Output should not be relied on to meet Customer’s regulatory, legal, or other obligations without human review. As between the parties, Customer owns the Generated Output; however, Customer acknowledges that Generated Output may not be unique and Salsify’s AI-Powered Solutions may produce the same or similar output for multiple Salsify customers. Salsify is not responsible and disclaims all liability for Generated Output and Customer’s use thereof.**

2.8 Feedback. Customer hereby grants to Salsify a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into the Solutions or Salsify’s other products and services. Salsify acknowledges that any Feedback is provided “as is” without any representations or warranties.

2.9 Customer Responsibilities. Notwithstanding any data quality checks, validations, verifications, or suggestions provided by the Solutions, Customer will review Customer Content for accuracy, completeness, and compliance before exporting or publishing Customer Content through the Solutions and, as between the parties, Customer will be solely responsible for deciding whether to export or publish Customer Content through the Solutions and any consequences of such decisions.

2.10 GDSN Solutions. If an Order includes GDSN Solutions, Customer agrees to comply with the applicable GDSN Terms of Participation Agreement required by GS1 GDSN, Inc., the governing body of the GS1 Global Data Synchronization Network. A copy of the GDSN Terms of Participation Agreement for United States based trading partners is available at <https://www.salsify.com/legal/product-specific-terms/gdsn-terms-us> and for non-United States based trading partners available at <https://www.salsify.com/legal/product-specific-terms/gdsn-terms-non-us>.

2.11 Support. Salsify will provide Customer with reasonable technical support for the Solutions in accordance with the support terms for the Solutions set forth at <https://www.salsify.com/legal/support-policies>.

2.12 Service Levels. Subject to the terms and conditions of this Agreement, Salsify will use commercially efforts to make the Solutions available in accordance with the service levels set forth at <https://www.salsify.com/service-level-agreement> (the “SLA Policy”). Customer acknowledges and agrees that the service levels are performance targets only and failure of Salsify to meet any service level will not result in any breach of this Agreement or any payment or liability of Salsify to Customer except as set forth in the SLA Policy.

3 CUSTOMER CONTENT

3.1 Ownership and Reservation of Rights. Except for the limited license granted to Salsify in Section 3.2, Customer reserves all right, title, and interest in and to the Customer Content.

3.2 License in Customer Content. Customer grants to Salsify a non-exclusive, royalty-free, sub-licensable, worldwide license during the Term, to use, host, reproduce, display, distribute, perform, modify the Customer Content solely for the purpose of hosting, operating, and providing the Solutions and Salsify’s other related products, services and technologies.

3.3 Aggregated Data and Usage. Customer acknowledges and agrees that: (a) Salsify may generate and obtain Aggregated Data and Usage Data in connection with the use of the Solutions; and (b) Salsify may use the Aggregated Data and Usage Data to develop, analyze, improve, support, and operate the Solutions and Salsify’s other related products, services and technologies.

4 SECURITY AND PRIVACY

4.1 Security and Privacy. Salsify maintains commercially reasonable technical and organizational measures designed: (a) to secure its systems from unauthorized disclosure, access or alteration, and (b) to protect against unlawful destruction or accidental loss, as further described at <https://www.salsify.com/security-and-reliability>.

4.2 Data Processing Addendum. If, in providing the Solutions, Salsify processes Personal Information of Customer or its Authorized Users that is subject to Privacy Laws, Salsify will process such Personal Information in accordance with this Agreement and the data processing addendum available at <https://www.salsify.com/legal/data-processing-addenda>.

5 FEES; PAYMENT

5.1 Fees. Customer will pay Salsify the fees set forth in each Order or SOW in accordance with this Agreement. If Customer’s use and access of the Solutions exceeds its Licensed Entitlements, in addition to Salsify’s other remedies, Salsify reserves the right to charge Customer for overages at Salsify’s then current rates.

5.2 Payment Terms. Except as otherwise expressly provided in an Order or an SOW: (a) all fees will be billed annually in advance and are nonrefundable; and (b) all invoices issued by Salsify will be due and payable thirty (30)

days after invoice date. If Customer fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law, provided that late charges will not accrue so long as Customer is actively disputing any invoices in good faith. Customer will reimburse Salsify for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or late charges.

5.3 Taxes. The fees charged by Salsify do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use or withholding taxes accessible by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). Customer agrees to pay applicable direct or indirect Taxes associated with its purchases hereunder, which, to the extent Salsify is legally required to collect, will be itemized on the invoice. If Customer has an obligation to withhold any amounts under any applicable law or tax regime (other than U.S. income tax law), Customer will gross up the payments so that Salsify receives the amount actually specified in the applicable Order or SOW and invoiced. If Salsify has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced and paid by Customer, unless, prior to the invoice date, Customer provides Salsify with a valid tax exemption certificate authorized by the appropriate taxing authority.

6 CONFIDENTIAL INFORMATION

6.1 Use and Disclosure. Each receiving party agrees that it will not disclose the Confidential Information of the disclosing party to anyone except its employees, contractors, and third-party service providers and advisors who have a need to know and are bound by confidentiality obligations no less restrictive than this Agreement, unless authorized by the disclosing party (e.g., through the Solution interface). Confidential Information shall not include information that is: (a) generally known to the public without breach of this Agreement; (b) obtained by the receiving party from another source not known to have an obligation of confidentiality to the disclosing party; (c) at the time of disclosure to the receiving party, already in the possession of the receiving party free of any confidentiality obligation; (d) independently developed by the receiving party without reference to any Confidential Information of the disclosing party; or (e) required by applicable law or regulation to be disclosed, provided that the receiving party shall give the disclosing party prompt notice of any such requested disclosure and shall comply with any valid protective order that is obtained by such other party.

7 WARRANTIES; DISCLAIMERS; LIMITATIONS ON LIABILITY

7.1 Salsify Representations. Salsify represents and warrants to Customer that during the Term: (a) Salsify will comply with all applicable laws and regulations, including Privacy Laws, in the performance of its obligations under this Agreement; and (b) the Solutions will be provided or made available in material accordance with the Documentation. In addition, Salsify will employ industry-standard safeguards designed to prevent the introduction into the Solutions of viruses, worms, Trojan horses, and other malicious code.

7.2 Customer Representations. Customer represents and warrants that Customer either owns fully and outright or otherwise possesses and has obtained and provided all rights, approvals, licenses, consents, and permissions as are necessary to perform its obligations hereunder, to exercise its rights hereunder, and to grant the licenses granted by it under this Agreement.

7.3 General Representations. Each party represents and warrants that: (a) that the execution and performance of this Agreement, including use of the Solutions, will not conflict with or violate any provision of any law having applicability to such party; and (b) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

7.4 Professional Services Warranty. Salsify warrants that any Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ten (10) business days from the completion of any Services. As Customer's sole and exclusive remedy and Salsify's entire liability for any breach of the foregoing warranty, Salsify will promptly re-perform any Services that fail to meet this limited warranty.

7.5 General Warranty Disclaimer. **Except as expressly provided in Sections 7.1, 7.3, and 7.4, the Solutions are provided "as is" without any warranty of any kind, and Salsify and its Affiliates and licensors disclaim any**

and all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose. Except as expressly set forth herein, Customer acknowledges that Salsify does not warrant that the Solutions will be provided or made available in an uninterrupted or error free fashion at all times, or that the Solutions will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, or that the Solutions will be accurate, complete, sufficient, or adequate to meet Customer's and its Authorized Users' requirements or needs.

7.6 **Disclaimer of Indirect Damages.** Except with respect to each party's express indemnification obligations and payment obligations in this Agreement, in no event will either party be liable for any indirect, incidental, consequential, special, punitive, or exemplary damage, or any loss of income, data, profits, revenue or business interruption, or the cost of cover or substitute services, arising out of or in connection with Agreement, whether or not such party has been advised of the possibility thereof.

7.7 **Limitation on Liability.** Except with respect to either Party's indemnification obligations hereunder, each party's maximum aggregate liability hereunder will not exceed the total amount of fees paid or payable to Salsify under the Order or SOW under which the liability arose during the twelve (12) month period prior to the first date on which such liability arose (the "Cap"); provided, however, that with respect to any breach by Salsify of its data security or privacy obligations in Section 4.2 that results in unauthorized access to Customer Content or Customer's Confidential Information, Salsify's maximum aggregate liability hereunder will not exceed five (5) times the Cap.

7.8 **Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 7 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8 INDEMNIFICATION

8.1 **Salsify Indemnity.** Subject to Section 8.2, Salsify will defend Customer against any claim, suit or proceeding brought by a third party ("Claims") alleging Customer's use of the Solutions infringes or misappropriates such third party's IPR, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Salsify (including reasonable attorneys' fees) result from such Claim. The rights and remedies set forth in this Section 8 will constitute Customer's sole and exclusive remedy for any infringement or misappropriation of any third-party IPR in connection with the Solutions.

8.2 **Exclusions.** Salsify's obligations under Section 8.1 will not apply if the underlying third-party Claim arises, in whole or in part, from: (a) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (b) any Customer Content; (c) Customer's failure to use any enhancements, modifications, or updates to the Solutions that have been provided by Salsify; (d) modifications to the Solutions by anyone other than Salsify; or (e) combinations of the Solutions with software, data or materials not provided by Salsify.

8.3 **Customer Indemnity.** Customer will defend Salsify, its directors, officers, affiliates, employees, contractors, and licensees (collectively the "Salsify Indemnitees") against any Claims arising from: (a) Customer Content, including without limitation, (i) any Claim that the Customer Content infringes, misappropriates or otherwise violates any third party's IPR or (ii) any Claim that the use, provision, transmission, display or storage of Customer Content violates any applicable law, rule or regulation; (b) any of Customer's products or services; and (c) use of the Solutions by Customer or its Authorized Users in a matter not in accordance with this Agreement or the Documentation, including, without limitation, any breach of the license restrictions in Section 2.2; and in each case Customer will indemnify and hold harmless each Salsify Indemnitee against any damages and costs awarded or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim; provided that Customer's indemnity obligations will not apply to any such Claim to the extent that such Claim results from Salsify negligently modifying Customer Content after it has been published by Customer. Each Salsify Indemnitee may enforce the terms of this indemnity.

8.4 Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, except where such failure to notify does not materially prejudice the indemnifying party; (b) reasonably cooperating in the defense; and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying party; provided that that the indemnifying party may not settle any claim in a manner that admits liability or otherwise prejudices the indemnified party, without the indemnified party's prior written consent.

8.5 Infringement. If the Solutions are, or in Salsify's opinion are likely to become, the subject of any infringement-related claim, then Salsify may, at its sole option and expense: (a) procure for Customer the right to continue using the Solutions; or (b) replace or modify the infringing technology or material so that the Solutions become non-infringing and remain materially functionally equivalent. If Salsify determines that neither alternative is commercially practicable, Salsify may terminate this Agreement or the relevant Order and provide Customer a refund for any pre-paid, but unused fees.

9 TERM AND TERMINATION

9.1 Term. The initial term of this Agreement begins on the Effective Date and expires at the end of the initial term specified in the relevant Order (the "**Initial Term**"). Following the Initial Term, this Agreement and any Order under this Agreement will automatically renew for additional periods of one (1) year (each a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either party has provided notice to the other party of non-renewal at least sixty (60) days in advance of the end of the then-current Term. Salsify reserves the right to change the fees or applicable charges and to institute new fees and charges upon renewal of the Term, provided that in the case of an automatic renewal of the Term, Salsify will provide at least (90) days' prior notice to Customer of such new fees and charges (which may be sent by email or through the Solutions interface).

9.2 Termination. Either party may terminate this Agreement upon written notice to the other party in the event the other party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice.

9.3 Suspension of the Solutions. At any time during the Term, Salsify may, immediately upon notice to Customer, suspend access to the Solutions for: (a) a threat to the technical security or integrity of the Solutions; (b) any amount due under this Agreement is not received by Salsify within thirty (30) days after it was due; or (c) Customer's or any Authorized User's breach of Section 2.2 (Restrictions) of this Agreement.

9.4 Termination upon Bankruptcy or Insolvency. Either party may terminate this Agreement immediately upon written notice to the other party, in the event the other party: (a) becomes insolvent or unable to pay its debts when due; (b) files a petition in bankruptcy, reorganization, or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) discontinues its business; or (d) has a receiver appointed or if there is an assignment for the benefit of its creditors.

9.5 Return/Deletion of Customer Content. Upon termination or expiration of this Agreement, Salsify will maintain Customer Content for a period of thirty (30) days and during such period, Customer may access and download Customer Content via standard export mechanisms, including through the Solutions interface; upon request, Salsify will deliver such Customer Content to Customer. After such period, Salsify will delete such Customer Content.

9.6 Effect of Termination. Upon termination or expiration of this Agreement for any reason, (a) any amounts owed to Salsify before such effective date of termination or expiration will be immediately due and payable, and (b) all licenses and access rights granted will immediately cease to exist. In addition, upon termination of this Agreement due to a material breach by Salsify in accordance with Section 9.2, Salsify will provide Customer a refund for any pre-paid, but unused fees. Sections 1, 2.2, 2.3, 2.8, 3.1 and 4 through 10 will survive the termination or expiration of this Agreement for any reason.

10 GENERAL

10.1 Export Compliance. Customer represents, warrants, and covenants that it is not named on, or owned by or acting on behalf of any person named on, any U.S. government export restriction list, including the U.S. Treasury Department's list of Specially Designated Nationals or Other Blocked Persons, the U.S. Commerce Department's Denied Parties List, the U.S. Commerce Department's Entity List, and the U.S. Commerce Department's Unverified List, and it agrees to comply fully with all relevant export control and sanctions laws and regulations, including those of the United States ("**Export Laws**"), to ensure that neither the Solutions, any Customer Content, nor any technical data related thereto is: (a) used, exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer will complete any undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

10.2 Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, and any such assignment absent such consent shall be deemed null and void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

10.3 Publicity. Salsify shall have the right to identify Customer as a customer of Salsify, and to use and to display Customer's name and logo, in Salsify's general marketing and reporting materials (such use to be in accordance with Customer's brand guidelines, if Customer provides such guidelines to Salsify in writing). Customer shall have the right to identify Salsify as the provider of the Solutions, and to use Salsify's name and logo in connection with Customer's use of the Solutions, in accordance with Salsify's brand guidelines available at: <https://www.salsify.com/salsify-brand-identity-guide>.

10.4 Notices. All notices, consents, and approvals under this Agreement must be delivered via email or in writing by courier, by fax, or by certified or registered mail to Customer, at the address set forth in the Order, and to Salsify, by email to legal@salsify.com, and will be effective upon receipt. Either party may change its address by giving notice of the new address to the other party.

10.5 Governing Law; Venue. This Agreement will be governed by the laws of the State of Delaware, without reference to its conflicts of law principles. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. Any dispute, controversy, or claim arising out of or relating to this Agreement, will be made exclusively in a federal or state court located in Wilmington, Delaware and both parties submit to the jurisdiction and venue of such courts.

10.6 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

10.7 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

10.8 No Third-Party Beneficiaries. Other than as set forth herein, the parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Other than as set forth herein, this Agreement will not confer upon any person or entity other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.9 Construction. The parties intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

10.10 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, war, act of terror, denial of service or other malicious attacks, telecommunications failure or degradation, material changes in law, or any other event beyond the control of such party. The affected party will use reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

10.11 Open Experience Alliance. During the Term, Customer shall be included, at no additional fee, in Salsify's program "Open Experience Alliance," a supplier consortium that collectively advocates for an open ecosystem that enables brands to submit content to retailers using the technology of their choice. As a member of the program, Salsify may include Customer's name and logo in private "Open Experience Alliance" retailer communication that advocates on Customer's behalf for content submission processes that directly benefit Customer. Any such usage of Customer's logo in connection with any "Open Experience Alliance" communication shall be preceded by at least forty-eight (48) hours' notice to Customer prior to submission, with an email demonstrating how Customer's logo will be used. Customer may elect to cease its participation in the Open Experience Alliance at any time upon written notice to Salsify. More information about the Open Experience Alliance can be found at <https://www.salsify.com/oxa>.

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. Any instruments, including purchase orders, work orders, acknowledgments, and vendor registration forms not signed by both parties ("Instruments") shall not add to, supersede, or modify, the terms of this Agreement and if any term of any Instrument purports to add to, supersede, or modify any term of this Agreement, such term of the Instrument shall be void and without effect. This Agreement may be amended only by a written document signed by both parties. In the event of any inconsistency between the following documents, the order of precedence shall be: (a) the applicable Order or SOW; and (b) this Agreement.