

EDI CONNECT TERMS AND CONDITIONS

By Your execution of a SOW with Blue Yonder Inc. (a Delaware corporation), or any its affiliates ("Blue Yonder") in relation to Your access to the Site, or by Your continued access to this Site and/or use of the applications or materials available on this Site, You agree to be bound by the terms of this Agreement, which shall govern Blue Yonder's provision of Services to You. Unless otherwise defined in these Blue Yonder EDI Connect Terms and Conditions, all capitalized terms used here shall be as defined in the SOW.

1. Definitions

- a. "Agreement" shall, in relation to those of You who have:
 - i. signed a SOW with Blue Yonder, mean the SOW ("Customer"), mean these Blue Yonder EDI Connect Terms and Conditions, as updated from time to time, together with the Blue Yonder's Services Terms and Conditions (accessible at <https://blueyonder.com/legal/services-terms-and-conditions>).
 - ii. not signed the SOW but are accessing this Site and/or using the applications or materials available on this Site ("Visitor"), mean these Blue Yonder EDI Connect Terms and Conditions, as updated from time to time, together with the Blue Yonder's Services Terms and Conditions (accessible at <https://blueyonder.com/legal/services-terms-and-conditions>).
- b. "Personally Identifiable Information" or "PII" means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security number, credit card number, bank account number, residential address, residential or personal telephone number, medical records, or financial records, alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- c. "Site" means the Blue Yonder EDI Connect website accessible at <https://blueyonder.com/services/edi-services>, <https://rpconnect.redprairie.net> or some other address as may be announced by Blue Yonder, which is owned and operated by Blue Yonder.
- d. "SOW" means any statement of work signed between Customer and Blue Yonder, if any, for Blue Yonder's provision of Services to Customer.
- e. "You" mean either the Customer or Visitor, as applicable.

2. General

2.1 Blue Yonder does not warrant that the contents of this Site are error-free. Information on this Site may contain technical inaccuracies and/or typographical or other types of errors and may be changed or updated at any time without notice. Blue Yonder may also make improvements and/or changes to the Site (including the url to the Site), products and/or programs described on this Site at any time without notice to You. Blue Yonder will use reasonable efforts to place accurate and up-to-date information on this Site but makes no warranty of its accuracy, completeness and/or timeliness. You acknowledge that use of this Site, and any information available through this Site is at Your own risk. Blue Yonder shall also not be obliged to provide any support in relation to its provision of the services to You.

3. Use

3.1 In using the Services, You shall have completed the registration process on this Site and established a username and password to access this Site. You agree that You will only use this Site (including features thereof) for their intended purpose. You further agree not to: (i) use this Site, or any content or other materials on this Site for any unlawful purpose; (ii) restrict or inhibit any other user from using and enjoying this Site, including by means of hacking or defacing any portion of this Site, introducing any virus, worm, Trojan Horse, time bomb, spyware, or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges; (iii) impersonate any other person or entity, or misrepresent Your affiliation with any other person or entity; or (iv) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of this Site or any content or other materials on this Site. Any software or documentation included on this Site is supplied only under license.

3.2 You are responsible for and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your access to and use of this Site, including those related to data privacy, international communications and the transmission of technical or personal data. You will not decompile, reverse engineer, modify, adapt, translate, prepare derivative works, disassemble, or otherwise attempt to discover the source code of this Site, nor will You allow others to do the aforementioned.

3.3 If, in connection with Your receipt of Services under this Agreement, You, directly or indirectly, provides PII to Blue Yonder or otherwise provides Blue Yonder access to PII, then You shall: (i) encrypt such PII in transit at TLS 1.1 with SHA2 256-bit key (or higher encryption); and (ii) encrypt such PII at rest at AES 128-bit key (or higher encryption). Blue Yonder disclaims, and You agree to assume, all responsibility and liability for any damages or other harm, whether to You or to third parties, known or unknown, resulting from Your failure to comply with Your obligations under this Clause.

3.4 Blue Yonder has the right to terminate Your use of this Site, or any portion of this Site (including, but not limited to, revoking any rights or licenses) with or without notice, in its sole discretion, for any reason or no reason at all, including, but not limited to, if Blue Yonder determines (in its sole discretion) that Your use of or conduct on or related to this Site (i) violates this Agreement, (ii) is harmful or disruptive to Blue Yonder, its customers or vendors, another user or any other party, or (iii) violates applicable law.

4. Downloading

4.1 You may only download those materials from this Site that are expressly designated to be downloaded by users. Where a fee is required to download any materials, You may not download such materials without paying such fee. You agree not to use technical or other means to circumvent this Agreement or any content protection technology used on this Site. Any unauthorized use, transmission, distribution, reproduction, reverse engineering, modification of any downloaded materials, or use thereof for an illegal purpose, is expressly prohibited.

4.2 There are inherent dangers in the use of any software available for downloading on the Internet, and Blue Yonder cautions You to make sure that You completely understand the potential risks before downloading any of the software (including the potential infection of Your system by computer viruses). You are solely responsible for adequate protection and backup of the data and equipment used in connection with any of the software and assume all risks associated with any downloaded software.

5. Submission of Information or Materials

5.1 You may be required to provide Blue Yonder with information about You in order to enjoy certain features of this Site, such as setting up Your company profile and product catalog. If You choose to provide Blue Yonder with such information, You agree: (i) to provide true, accurate, current and complete information about You (and Your company if You are opening an account or making a purchase on behalf of Your company) as prompted by this Site, and (ii) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by You is untrue, inaccurate, not current or incomplete, we have the right to terminate Your account and refuse any and all current or future use of this Site. In addition, You hereby grant Blue Yonder a worldwide, royalty-free, paid-up, transferable, non-exclusive license to use, reproduce, distribute, transmit, display, publicly perform, and publish Your and Your company's information including but not limited to logos, trademarks, product names and product pictures for the purposes of providing, administering, enhancing, supporting, marketing and other business purposes of our products and services to You or any other customer.

5.2 If You are submitting data through this Site, You are solely responsible for the protection and the integrity of such transmissions and the data contained therein, and shall provide all documents and data in a format as specified by Blue Yonder.

5.3 Blue Yonder does not accept unsolicited ideas for new products, packaging, marketing, advertising, research, business operations and the like. Should You ignore this policy and submit an idea to Blue Yonder, You agree that the idea becomes and remains the sole and exclusive property of Blue Yonder without further liability or compensation to You. You agree that any information or materials that You submit to Blue Yonder via this Site or any email links provided on this Site will not be considered confidential or proprietary. All such materials shall be deemed the property of Blue Yonder, and Your submission of information shall constitute an assignment to Blue Yonder of all worldwide rights, titles, and interests in such information. Blue Yonder will not be liable for any use or disclosure of such information. Blue Yonder will not have any obligation to keep such information confidential and will be free to reproduce, use, disclose, distribute, publicly perform and transmit such information to others without limitation or compensation. Blue Yonder will be free to use any ideas, concept, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products which incorporate or otherwise rely upon such information.

6. Password and User Name.

6.1 Access to this Site is password controlled and is accessible to registered users only. You certify that all information provided in the registration process is accurate and correct. If You are registering or making a purchase or conducting other transactions on behalf of Your company, You represent and certify that You are an authorized representative of Your company with the right to bind Your company to this Agreement. You are solely responsible for maintaining the confidentiality of Your account information, including, without limitation, Your user name and password. You are solely responsible for any and all activities that occur under Your user name and password. You agree to notify Blue Yonder immediately of any unauthorized use of Your user name, password or account or any other breach of security. Blue Yonder will not be liable for any loss that You may incur as a result of someone else using Your user name, password or account, either with or without Your knowledge. You will be held liable for losses incurred by Blue Yonder as a result of the misuse of Your user name, password or account.

7. Links to Third Party Sites

7.1 There might be links on this Site that will permit You to travel to other, third-party sites over which Blue Yonder has no control. These links are provided for Your convenience only and Your use of them is at Your own risk. Blue Yonder makes no representations whatsoever about the content of any of these other web sites, or about any of the links contained in the web sites that You may access through this Site. Blue Yonder does not endorse or accept any responsibility for the content, or use, of any such linked web sites.

8. Third-Party Disclaimer

8.1 Blue Yonder may offer third-party names and information as an informational service only; it is not an endorsement or recommendation – implied or otherwise – of any of the listed companies or information. Each company listed is independent from Blue Yonder and is not under the control of Blue Yonder. Blue Yonder accepts no responsibility for and disclaims any liability from the actions of the listed companies or reliance on any information from or about such companies. You should make Your own independent evaluation before conducting business with any such company or relying on any such information.

9. Copyright and Trademark

9.1 All materials on this Site, including, without limitation, all copyrights, trademarks, artwork, images and other elements (collectively, the "Content"), are protected by copyrights and other intellectual property rights owned and controlled by Blue Yonder or by other parties that have licensed or otherwise provided their material to Blue Yonder. Except as stated in this Agreement, none of the Content on this Site may be copied, reproduced, used for the creation of derivative works, distributed, republished, downloaded, displayed, posted, framed or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Blue Yonder or the copyright owner. You also may not, without Blue Yonder's permission, "mirror" any Content contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You will not delete any proprietary, confidential, or intellectual property rights notices from anything provided on or through this Site.

10. Confidential Information

10.1 You may be given access to Blue Yonder confidential information through this Site, or links from this Site. You may not disclose Blue Yonder confidential information to any third party without the written consent of Blue Yonder. You must protect Blue Yonder confidential information with at least the same degree of care that is accorded to Your confidential information, but in no event less than reasonable care. Blue Yonder confidential means all confidential and proprietary information belonging to Blue Yonder and disclosed, made available to or learned by the You during the term of this Agreement as set forth in the SOW, including without limitation, technical, business, financial, marketing or other information of every kind or nature (including, without limitation, trade secrets, know-how and information relating to technology, software design, specifications and prototypes, customers, business plans, promotional and marketing activities, finances and other business affairs of Blue Yonder), third party confidential information and the technology and tools used in the Site and terms & conditions of this Agreement (including pricing).

11. International Trade Compliance

11.1 The products, services, and goods licensed or sold through this Site, which may include technology and software, are subject to the customs and export control laws and regulations of the U.S. and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured or received. Further, under U.S. law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. You acknowledge that it is Your responsibility to comply with and abide by those laws and regulations, and that any customer or vendor that You allow to access this Site, the products or services, or that You request Blue Yonder to route product to directly has also been made aware of and will comply with the associated export controls.

12. Indemnity

12.1 You agree to indemnify Blue Yonder, and its subsidiaries, partners, affiliates, agents, consultants, sponsors, advertisers and licensors, and their respective officers, directors, employees, shareholders, agents and representatives (collectively, the "Released Parties"), and hold the Released Parties harmless from any and all claims and expenses, including attorneys' fees, arising from Your use of this Site or the Content, or other materials on this Site, Your breach of any term or condition contained in this Agreement, or Your submission of information or materials to Blue Yonder by any means or from any person's use of any account or password You maintain with Blue Yonder or this Site, regardless of whether such use is authorized by You. You agree to release the Released Parties from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that You may have against them arising out of or in any way related to such disputes or to any disputes regarding use of ideas and/or related materials submitted to Blue Yonder.

13. Warranty Disclaimer

13.1 THIS SITE AND ALL CONTENT AND MATERIALS ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BLUE YONDER, ITS AFFILIATES NOR ITS LICENSORS MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR AGREEMENT WITH RESPECT TO THE SITE, CONTENTS AND MATERIALS, OR SERVICES, AND ALL SERVICES, CONTENTS AND MATERIALS ARE PROVIDED 'AS-IS'. BLUE YONDER AND ITS LICENSORS EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED AND STATUTORY WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE). WITHOUT LIMITING THE FOREGOING, BLUE YONDER MAKES NO WARRANTY OF ANY KIND REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THIS SITE OR THE CONTENT OR MATERIALS ON THIS SITE OR ANY WEB SITES LINKED TO THIS SITE OR ANY PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION THE SERVICES, CONTENTS OR MATERIALS, OR ANY OTHER BLUE YONDER OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY ERRORS ON THIS SITE WILL BE CORRECTED, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY MATERIALS. Some jurisdictions do not allow a disclaimer of some or any implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties, to the extent prohibited.

14. Limitation of Liability

14.1 IN NO EVENT WILL BLUE YONDER, OR ITS SUBSIDIARIES, PARTNERS, AGENTS, AFFILIATES, LICENSORS, SPONSORS OR ADVERTISERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF BLUE YONDER IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY USE OF THIS SITE, THE PRODUCTS OR SERVICES, OR INFORMATION CONTAINED ON THIS SITE, OR ON ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE.

15. Applicability

15.1 In the event of any conflict or inconsistency amongst the documents that comprise the definition of "Agreement", the parties agree that the documents shall be construed or interpreted in the descending order of priority as set out in

- a. SOW (if any signed between the parties, to the exclusion of any statement of work signed between the parties for any other service);
- b. These Blue Yonder EDI Connect Terms and Conditions;

c. Services Terms.

15.2 For avoidance of doubt, Sections 2.1 (Professional Services), 2.2 (Warranty), 3.1 (Indemnity by Blue Yonder) 6.1 (Liability Cap), 7 (Confidentiality) and 8.18 (Non-Solicitation) of the Blue Yonder Services Terms and Conditions shall not apply in any way to Blue Yonder's provision of Services to You.