



MASTER THIRD-PARTY CONNECTIVITY DEVELOPER AGREEMENT

This Master Third-Party Connectivity Development Agreement (the “**Master Agreement**”) is entered into between Blue Yonder, Inc. (“**Blue Yonder**”) and the **Developer** identified in the attached Schedule 1-A and is effective as of the Schedule 1-A Effective Date. This Master Agreement will govern all Schedules signed between the Parties that reference this Master Agreement. The terms of this Master Agreement and the applicable Schedule(s) shall be collectively referred to as the “**Agreement**”. In

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning indicated in Schedule 1-A or the applicable Schedule unless the context calls for otherwise. Words importing the singular only shall include the plural and vice-versa when applicable.

“API(s)” means application programming interfaces.

“Approved API(s)” means those API(s) and other connectivity means and methods for the Blue Yonder Product(s) licensed to Developer listed or described in a Schedule issued under the terms of this Master Agreement. Approved API(s) may include Customer Specific API(s).

“Blue Yonder Documentation” means any and all manuals, instructions, specifications, other documents and materials in any form or medium that Blue Yonder generally makes available to Customers of Blue Yonder Product(s) and that describe the operation, use, support, maintenance or other features of Blue Yonder Product(s).

“Blue Yonder Product(s)” or “Blue Yonder Product” means all or any part of any of Blue Yonder’s software Product(s) to which the API(s) licensed under this Agreement pertain.

“Content” all content, services, technology, data and other digital materials included in or made available through any Developer Extension and/or Developer Product, including, but not limited to, all metadata, graphics, artwork, images, trademarks, trade names, logos and other descriptive or identifying information and materials associated with Developer, a Developer Extension, or a Developer Product.

“Confidential Information” means information in any form or medium (whether oral, written, electronic or other) that a Party or its Affiliates (each as the “Disclosing Party”) may disclose or make available to the other Party or such other Party’s affiliates (each as the “Receiving Party”) which the Disclosing Party considers confidential or proprietary, including, without limitation, information consisting of or relating to the Disclosing Party’s Content, technology (including, without limitation, computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in Disclosing Party’s software), trade secrets, know-how, business operations, plans, strategies, discoveries, inventions, concepts, designs, flow charts,

documentation, prototypes, product(s), API(s), Developer Extensions, techniques, processes, Customer(s), personal data or information, business partners, affiliates, properties, employees, finances, operations, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as “confidential”. Without limiting the foregoing, all materials, information and specifications relating to the Blue Yonder Product(s) and Approved API(s), Blue Yonder Documentation, and the terms of the Schedule are Confidential Information of Blue Yonder.

“Customer” means an end user that licenses one or more Blue Yonder Product(s) for its own use and not for transfer or resale.

“Customer Development Agreement” shall bear the meaning set out in Section 2(d) below.

“Customer Specific API(s)” means Blue Yonder application program interfaces specifically built by Blue Yonder for use for a specific Customer named in and under the terms of a statement of work or other agreement between Customer and Blue Yonder for the sole use by such Customer.

“Developer Product(s)” or “Developer Product” means the software product(s) of the Developer, including Developer Extension(s).

“Developer Extension(s)” means all or any part of any of software product(s) or services developed by Developer using or connecting to the Approved API(s), that, among other things: (a) extend the functionality of Blue Yonder Product(s); and/or (b) integrate the Developer Product(s) with the Blue Yonder Product(s).

“Network” shall bear the meaning set out in Section 8(d) below.

“Open Source Program(s)” means any open source software program that is subject to any open source license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition prescribed by the Open Source Initiative or that otherwise may require disclosure or licensing to any third-party of any source code with which such software program is used, distributed, or compiled.

“Products” or “Product” means Blue Yonder Product(s) and Developer Product(s) in any form or medium.

“Program Documents” shall bear the meaning set out in Section 17(a) below.

“Schedule” means any schedule issued under or incorporates the terms of this Agreement, and which specifies the Approved API(s) to be licensed by Blue Yonder to the Developer named in and which executes such schedule.

“Vendor Data Processing Addendum” means Blue Yonder’s Vendor Data Processing Addendum accessible at <https://blueyonder.com/legal/general-data-protection-regulation#resources>.

“Vendor Security Measures” means Blue Yonder’s Vendor Security Measures accessible at <https://blueyonder.com/legal/general-data-protection-regulation#resources>.

2. Blue Yonder License Grants

(a) *Approved API License.* Subject to the terms and conditions of this Agreement, Blue Yonder hereby grants to Developer a limited, revocable, non-exclusive, non-transferable, non-assignable license to access and use the Approved API(s) within the Territory during the Term for the sole purposes of developing, testing, using, and maintaining Developer’s Extension(s).

(b) *Blue Yonder Product(s) Extension Development License.* Subject to the terms and conditions of this Agreement, Blue Yonder hereby grants to Developer a limited, revocable, non-exclusive, non-transferable, non-assignable license of the Blue Yonder Product(s) within the Territory during the Term for the sole purposes of developing, testing, and maintaining Developer Extension(s). Without prejudice to the generality of the foregoing, Developer shall not use the copies of the Blue Yonder Product(s) licensed under this Agreement: (a) to provide any type of services to any customer(s) or third party, including, but not limited to, implementation, post-implementation support and/or maintenance for the Blue Yonder Product(s) or Developer Product(s); (b) to demonstrate or display Blue Yonder Product(s) to Customer(s) or prospective Customer(s); and/or (c) for any other purpose, except as specifically laid out in this Section 2(b).

(c) *No Third-Party Software Licenses.* Use of the Approved API(s) and/or the Blue Yonder Product(s) licensed in Sections 2(a) and (b) may require third-party software to operate. Blue Yonder does not grant any licenses to any third-party software herein. Developer is solely responsible for acquiring any necessary licenses for any third-party software required by the Blue Yonder Product(s) licensed under Sections 2(a) and (b).

(d) *Customer Specific API(s).* In the event any Customer Specific API(s) is needed, Blue Yonder shall create the Customer Specific API(s), as applicable, only through the standard delivery process as per a statement of work or such other agreement to be executed between Customer and Blue Yonder (or its affiliate), under which the specific Customer Specific API(s) are developed (“**Customer Development Agreement**”). Blue Yonder may only disclose and provide the Customer Specific API(s) to Developer if the Customer named in the relevant Customer Development Agreement has provided its specific consent for such disclosure and provision. Developer acknowledges and agrees that Customer Specific API(s) are approved strictly and solely for use by Developer with the specific Customer who is party to the Customer Development Agreement. Further, Customer Specific API(s) are Confidential Information of Blue Yonder and cannot be disclosed to any third-parties without the written consent of Blue Yonder’s legal department.

3. Intellectual Property

(a) *Blue Yonder Intellectual Property.* Subject to the rights granted to Developer in Section 2, Blue Yonder, its affiliates and their respective licensors, as applicable, reserve and retain, sole and exclusive ownership of all right, title and interest in, to, and under (i) the Approved API(s), Blue Yonder Product(s) and all Blue Yonder Documentation; and (ii) all modifications, corrections, repairs, translations, enhancements, other derivative works, improvements of the Approved API(s) and Blue Yonder Product(s) including all intellectual property rights arising therefrom or relating thereto. Without limiting the foregoing, if Developer provides feedback or suggestions about the approved API(s) and/or Blue Yonder Product(s) Blue Yonder may use such information without any obligation to Developer.

(b) *Developer Intellectual Property.* Subject to the rights granted to Blue Yonder herein, Developer, reserves and retains, sole and exclusive ownership of all right, title and interest in, to, and under (i) Developer Extension(s), Developer Product(s) and all Developer documentation; and (ii) all modifications, corrections, repairs, translations, enhancements and other derivative works and improvements of the Developer Extension(s) and Developer Product(s), including all intellectual property rights arising therefrom or relating thereto. Without limiting the foregoing, if Blue Yonder provides feedback or suggestions about the Developer Product(s), Developer may use such information without any obligation to Blue Yonder

(c) Nothing in this Agreement grants or conveys, or permits one Party to grant or convey, any ownership right in any of the other Party’s intellectual property rights.

(d) *Trademarks and Logos.* Unless Developer has received Blue Yonder’s prior written approval, Developer shall not (a) use any trademark, service mark, commercial symbol, or other proprietary mark of Blue Yonder; or (b) make any statement regarding Company’s use of Approved API(s) or promotion of its Developer Extension(s) or Developer Product(s) which suggests partnership with, sponsorship by, certification by, or endorsement by Blue Yonder.

4. Product Integration.

(a) *Integration of Blue Yonder Product(s).* Subject to the terms and conditions of this Agreement, Blue Yonder shall provide to Developer documentation, functional and technical design documents, and other relevant documents useful in developing the Developer Extension(s) using the Approved API(s). Developer agrees that if it requires any technical assistance from Blue Yonder, such assistance shall be provided only to Developer on a time and materials basis and in accordance with such terms and conditions in a statement of work as shall be separately executed between the Parties.

(b) *Initial Product Testing.* Prior to the first commercial distribution of any Developer Extension and for the purpose of certifying the Developer Extension, Developer shall conduct all testing that may be necessary to determine if the Developer Extension(s) and Developer Product(s) operate in accordance with all security requirements generally applicable in the industry, including without limitation the security requirements in the Vendor Security Measures. Such testing shall be conducted in accordance with the testing procedures and form the criteria for Blue Yonder’s approval of Developer Extension(s). Blue Yonder may elect to waive one or more

testing requirements in its sole discretion. The Parties shall bear their own costs and expenses in connection with these testing obligations.

(c) *Subsequent Product Testing.* At least once a year, Developer shall conduct recertificating tests in accordance with the testing procedures and criteria for Blue Yonder's approval of Developer Product(s) set forth in. Blue Yonder may elect to waive one or more testing requirements in its sole discretion. The Parties shall bear their own costs and expenses in connection with these testing obligations.

5. General Prohibitions.

(a) Developer shall only use the Approved API(s) in the manner expressly defined in this Agreement and the Approved API List, and shall not use any API or any other method that is not included on the Approved API List to communicate with any Blue Yonder Product(s).

(b) Developer shall not provide any third-party (including any Customer or its other customers) with direct access to the Approved API(s) through any Developer Extension and/or Developer Product.

(c) Developer shall not (i) reverse engineer, disassemble or decompile the Approved API(s) or any component thereof, Blue Yonder Product(s) or any other Blue Yonder software solution or product offering, and/or (ii) remove, modify, or obscure any copyright, patent, trademark or other proprietary or attribution notices on or in any of the Approved API(s), Blue Yonder Product(s), or any other Blue Yonder software solution or product offering.

(d) Blue Yonder shall not (i) reverse engineer, disassemble or decompile the Developer Extension(s) and/or Developer Product(s) and/or (ii) remove, modify, or obscure any copyright, patent, trademark or other proprietary or attribution notices on or in any of the Developer Extension(s) and/or Developer Product(s).

(e) Each Party shall not use the Approved API(s), the Developer Extension(s), the other Party's Product(s), or any Content for any unlawful or illegal activity, nor will each Party develop any Product which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act.

(f) Developer shall not create any Developer Extension or Developer Product, or other program that disables, hacks or otherwise interferes with any product(s), services, security mechanisms, or systems of any Blue Yonder Product(s) or any embedded third-party product(s) nor will either Developer enable, induce, or assist any third-party to do the same.

(g) Developer shall not access or use the Blue Yonder Product(s) for purposes of: (i) benchmarking or competitive analysis of Blue Yonder Product(s); (ii) developing, producing, marketing, distributing, licensing or selling any product or service that may compete with any of the Blue Yonder Product(s); or (iii) enabling or facilitating the avoidance or circumvention of any license limitation in the Customer's license of Blue Yonder Product(s) or third-party software.

(h) Developer shall not use analytics software in any Developer Extension and/or Developer Product to collect and send data received from Blue Yonder Product(s) and/or data received or related to Customers to a third-party (other than the Customer).

6. Content and Developer Obligations.

(a) Developer is solely responsible for selecting all Content made available through and contained in its Developer Product(s) and is solely responsible for ensuring that such Content complies with the terms of this Agreement and the other legal requirements. This includes, without limitation, obtaining appropriate consent from a Customer to access and use Customer-specific Content (including, without limitation, a Customer's confidential information or personal data of which it is a controller) and Developer warrants that it will obtain and maintain such consents prior to and throughout its use of such Customer-specific Content.

(b) The Approved API(s) and/or Blue Yonder Product(s) may contain content owned by a third-party, including, but not limited to, text, images, videos, audio, or software. This content is the sole responsibility of the third-party that makes it available. Additionally, content accessible through the Approved API(s) and Blue Yonder Product(s) may be subject to the intellectual property rights of third-parties.

(c) Developer Extension(s) and/or Developer Product(s) must not contain any malware, malicious or harmful code, program, or other internal component (e.g. computer viruses, Trojan horses, and backdoors) which could damage, destroy, or adversely affect Blue Yonder's or a third-party's software, firmware, hardware, data, systems, services, or networks.

(d) Developer may include Open Source Program(s) in its Developer Product(s), so long as (i) Developer complies with all license terms applicable to such Open Source Program(s), including any source code availability requirements and attribution, and (ii) the inclusion of such Open Source Program(s) does not result in any of the Approved API(s), Blue Yonder Product(s) or any other Blue Yonder software solutions or source code becoming subject to any such Open Source Program license terms or a viral license.

(e) Blue Yonder's review, testing, or approval, of a Developer Product does not constitute any representation or acknowledgement by Blue Yonder that such Developer Product and/or any Content therein complies with any laws, rules, regulations, nor does it constitute any acceptance by Blue Yonder of any responsibility or liability in connection with any laws, rules, regulations, Developer Product, or any Content therein.

(f) *Maintenance, Support and Training.* Developer shall provide all maintenance, support, and training required by any Customer for the Developer Extension(s) and Developer Product(s). Blue Yonder shall not have any obligations to provide any maintenance, support, or training to any Customer for the Developer Extension(s) and/or Developer Product(s).

7. Confidentiality.

(a) Confidential Information must not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential

Information of a Disclosing Party remains the property of the Disclosing Party and must contain any and all confidential or proprietary notices or legends which appear on the original.

(b) The Receiving Party must (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (ii) except as may be permitted by and subject to its compliance with this Agreement, not disclose or permit access to Confidential Information other than to its Representatives who (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement, (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations hereunder, and (C) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth herein; (iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (iv) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 7.

(c) The above restrictions on the use and disclosure of the Confidential Information do not apply to any Confidential Information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement or any other written agreement between the Parties then in effect; (iii) was or is received by the Receiving Party on a non-confidential basis from a third-party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

(d) If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 7(b); and (ii) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 7(d), the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, upon the Disclosing Party's request,

shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

(e) *Independent Development.* Blue Yonder works with many application and software developers and some of their product(s) may be similar to or compete with Developer Extension(s) and/or Developer Product. Blue Yonder may also be developing its own similar or competing applications and product(s) or may decide to do so in the future. To avoid potential misunderstandings, Blue Yonder cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that Developer may provide to the extent such obligations or restrictions may or will impair Blue Yonder's right to develop, acquire, license, market, promote, or distribute product(s) or technologies that perform the same or similar functions as, or otherwise compete with any Developer or any other product(s) or technologies that such Developer may develop, produce, market, or distribute. However, for clarity, Blue Yonder agrees that pricing information of Developer Product(s) and/or Developer Extension(s) shall always be considered confidential unless otherwise agreed in writing.

8. Data Protection and Security. In connection with the exercise and performance of its rights and obligations under this Agreement, Developer may have access to Confidential Information of Blue Yonder and Customers, including, but not limited to, personal data. As such:

(a) Developer will maintain and implement administrative, technical and physical safeguards designed to (i) protect the security and integrity of its Network (defined below) Developer Extension(s) and Developer Product(s), and (ii) protect against accidental or unauthorized, or unlawful access, use, alteration or disclosure of, loss, destruction or damage to, any personal data as set forth in Blue Yonder's Vendor Security Measures.

(b) Each Party shall comply with its obligations under all applicable laws relating to the protection of personal data of individuals, including, but not limited to, the Gramm-Leach-Bliley Act, the Health and Insurance Portability and Accountability Act of 1996, the General Data Protection Regulation, and the Children's Online Privacy Protection Act of 1998, in each case only to the extent applicable.

(c) If Developer becomes aware of any Data Breach (as defined in the Vendor Data Processing Addendum), the Developer shall notify Blue Yonder within 24 hours and (i) provide Blue Yonder and any relevant Blue Yonder Affiliate with a detailed description of the Data Breach, the type of data that was the subject of the Data Breach, and the identity of each affected person, as soon as such information can be collected or otherwise becomes available; (ii) take action immediately, at the Developer's expense, to investigate the Data Breach, to identify, prevent and mitigate the effects of the Data Breach and to carry out any recovery or other action necessary to remediate the Data Breach; and (iii) reasonably cooperate with Blue Yonder and any relevant Blue Yonder affiliate in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Blue Yonder.

(d) *Vendor Data Processing Addendum*. Developer agrees to and will comply with Blue Yonder's Vendor Data Processing Addendum, which is incorporated herein by reference. In the event of a conflict between the Vendor Data Processing Addendum and the Agreement, the former shall control.

(e) *Vendor Security Measures*. Developer agrees to and will comply with Blue Yonder's Vendor Security Measures, which is incorporated herein by reference. In the event of a conflict between the Vendor Measures and the Agreement, the former shall control.

(g) For purposes of this Section 8, "*Network*" means Developer's data center facilities, servers, and all other information technology equipment and software that are under Developer's reasonable control and are used to exercise and perform its rights and obligations under this Agreement.

9. Blue Yonder Product Updates.

(a) *API Modification*. From time to time Blue Yonder may change (including by adding or removing features and source types), update, or enhance any or all of the Approved API(s) or other relevant portions of Blue Yonder Product(s) (collectively, "*API Modifications*" and each an "*API Modification*").

(b) *Extension Updates*. If necessary, within thirty (30) days of Blue Yonder's release of an API Modification, Developer shall, at its sole cost and expense make all necessary updates so as to incorporate such API Modifications into the Developer Extension, as applicable. Such obligation shall include, but not be limited to, issuing updates to all Customers with valid licenses to the applicable Developer Extension(s). Developer acknowledges that any failure to update its Developer Product(s) pursuant to this Section 9 may negatively impact the functionality of its Developer Extension(s) and/or Developer Product(s) and possibly render them entirely inoperable. If any API Modification is unacceptable to Developer, Developer's only recourse is to stop using the Approved API(s). Blue Yonder shall not be liable for any costs, lost profits or damages of any kind, incurred by Developer or its Customers that result from Developer's failure to comply with this section.

10. Payment.

(a) *Fees Generally*. Developer will make Blue Yonder of all such fees indicated in a Schedule executed between the Parties. Invoiced amounts will be due and payable 30 days from the invoice date. All fees are payable in the currency set out in the Schedule. Except where otherwise expressed agreed in this Agreement, fees are nonrefundable and Developer's payment obligation is not cancelable. Developer will provide Blue Yonder with Developer's complete and accurate billing and contact information and notify Blue Yonder of any changes to Developer's billing and contact information.

(b) *Overdue Payments*. Any payment not received from Developer by the due date may, at Blue Yonder's discretion and without limiting its rights or remedies, accrue late charges at the rate of 1.5% of the outstanding balance per

month, or the maximum rate permitted by the applicable governing law, whichever is lower, from the date the payment was due until the date paid.

(c) *Taxes*. All amounts payable pursuant to a Schedule or SOW are exclusive of any sales or use taxes, value added tax (VAT), goods and services tax (GST), or any and all similar taxes or legally imposed fees, duties or contributions based on the amounts payable, all of which shall be the sole responsibility of Developer whether due now or subsequently imposed by any jurisdiction. Blue Yonder may charge value added tax, goods and services tax, sales tax or other consumption or similar taxes ("*Indirect Taxes*") in addition to Subscription Fees under the applicable Schedule, on condition that Blue Yonder's invoice meets the requirements for a valid tax invoice for such Indirect Taxes after consideration of any applicable tax exemption certificate.

(d) *Withholding Tax*. If Developer is required to withhold income tax on any payments due under this Agreement, it shall promptly provide Blue Yonder with the official receipt of payment of these taxes to the appropriate taxing authority. Developer shall withhold only to the extent legally required under existing tax laws of Developer's legal country of domicile and after full consideration of applicable income tax treaty provisions, if any, by and between Developer's and Blue Yonder's respective legal countries of domicile. If tax is withheld and Developer does not submit a tax certificate to Blue Yonder within thirty (30) days after the payment due date, Developer shall immediately remit full payment for the outstanding amount to Blue Yonder.

11. Termination.

(a) *Term*. The term for the Agreement will be one (1) year, beginning on the Effective Date of this Agreement ("*Initial Term*"). After the Initial Term, the Agreement will automatically renew for successive one-year year periods (each a "*Renewal Term*") for a maximum of two Renewal Terms unless cancelled by either Party upon 180 days' written notice to the other Party. For the purposes of this Agreement, "Term" shall refer to the Initial Term and/or any and all Renewal Term(s).

(b) *Termination for Cause*. Each Party may terminate this Agreement for cause if the other Party materially breaches this Agreement and does not cure such breach within thirty (30) days after its receipt of written notice specifying such breach from the non-breaching Party. Consent to extend the cure period will not be unreasonably withheld.

(c) *Surviving Terms*. The provisions set forth in the following Sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 1, 3, 5-7, 10-12, 14, and 17-19.

12. Relationship of Parties.

(a) The Parties' obligations under any part of this Agreement are non-exclusive. Unless otherwise agreed upon separately in writing, neither Party is precluded from marketing, licensing, positioning, providing and distributing its own

Product(s) through other alliances, programs or partners. Nothing in this Agreement prohibits or restricts either Party's right to develop, make, use, market, license, position, provide and distribute software, cloud services, maintenance services, subscription services or other services, documents, materials or other product(s) similar to or competitive with those of the other Party as long as it does not thereby breach its confidentiality obligations or any other part of this Agreement.

(b) The Parties are independent contractors. Neither this Agreement nor any exhibit, schedule or order form signed by either or both Parties shall make either Party the agent, legal representative, joint venture, franchisee or partner of the other Party. Neither Party is, nor will either Party represent itself as being, an employee, agent, or representative of the other Party for any purpose. Neither Party has the right or authority to assume or create any obligation on behalf of or in the name of the other Party, or to otherwise act on behalf of the other Party. Without limiting the generality of the foregoing, Developer acts in its own name, at its own risk and for its own account for the performance of any activities arising under any part of this Agreement.

13. Compliance with Laws.

(a) Each Party shall conduct operations in compliance with applicable laws, rules and regulations in exercising rights and obligations under any part of this Agreement. Such laws may include (without limitation) the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and local anticorruption legislation that may apply. Developer represents and warrants that neither it is listed by any government agency as debarred, suspended, proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.

(b) Developer will not divert Approved API(s) and/or Blue Yonder Product(s) to prohibited locations, end users or end uses. By accepting the terms of this Agreement, Developer acknowledges that the Approved API(s) and Blue Yonder Product(s) are subject to U.S. sanctions and export controls, and undertakes all necessary action to prevent Developer, its employees, or contractors using and/or from diverting the Approved API(s) and/or Blue Yonder Product(s) contrary to U.S. and/or European Union law. Developer specifically represents and warrants that it will not export, re-export, supply, or transfer the Approved API(s) and/or Blue Yonder Product(s) to any Country or person to which the United States and/or the European Union has embargoed or restricted the provision of items, including, but not limited to, Cuba, Crimea, Iran, North Korea, or Syria, or to nationals of those countries and locations, or to any other embargoed or restricted destination or person, including those entities that are fifty percent (50%) or more owned or controlled by embargoed or restricted persons. Developer also warrants that it: (a) will not send any of the Approved API(s) and/or Blue Yonder Product(s) to an individual or entity for a prohibited purpose including, without limitation, defense, nuclear, chemical, or biological weapons proliferation or development of missile technology; and (b) upon learning that any of the Approved API(s) and/or Blue Yonder Product(s) were diverted contrary to the obligations in this section, Developer will immediately notify Blue Yonder.

14. Warranties; Disclaimers. Exclusion of Damages; Limitation of Liability.

(a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EACH PARTY'S PRODUCTS AND ANY APPROVED API(S) ARE PROVIDED "AS IS," AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. DEVELOPER'S USE OF ANY APPROVED API(S) IS AT DEVELOPER'S SOLE RISK.

(b) IN NO EVENT WILL A PARTY OR ANY OF ITS SERVICE PROVIDERS, SUPPLIERS OR REPRESENTATIVES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR (ii) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF BLUE YONDER UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE GREATER OF AMOUNT PAID BY DEVELOPER UNDER THIS AGREEMENT OR FIFTY THOUSAND U.S. DOLLARS (USD50,000). THE FOREGOING IN THIS SECTION 14(C) DOES NOT APPLY TO: (I) INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (II) BREACH OF SECTION 7 OR 8 (THE LATTER OF WHICH IS COVERED UNDER SECTION 14(D) BELOW); OR (III) OBLIGATIONS UNDER SECTION 15(A). THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 14(C) WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER ANY REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE, AND WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY.

(d) IN NO EVENT WILL BLUE YONDER'S CUMULATIVE AGGREGATE LIABILITY IN RESPECT OF DATA PROTECTION LOSSES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF 200% OF THE AMOUNT PAID BY DEVELOPER UNDER THIS AGREEMENT OR ONE HUNDRED THOUSAD US DOLLARS (USD100,000). TO THE EXTENT THAT ANY BREACH OF SECTION 7 (CONFIDENTIALITY) OF THIS AGREEMENT RELATES TO THE PROCESSING OF ANY

PERSONAL DATA, THEN THE CAP IN THIS SECTION 14(D) APPLIES.

15. Indemnification.

(a) Subject to the procedures provided in Section 15(b), each Party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other Party, its Affiliates, and their respective officers, directors, employees, agents, contractors, permitted successors and assigns (collectively the "Indemnified Parties" and each a "Indemnified Party"), from and against any and all losses, damages, liabilities, deficiencies, claims, suits, subpoenas, proceedings, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Losses") as incurred by any or all of the Indemnified Parties arising out of or relating to any claim, suit, subpoena, action or proceeding by a third-party (collectively, "Third-Party Claims" or "Third-Party Claim") relating to or resulting from: (a) any actual or alleged claim that any Product of the Indemnifying Party or any Content therein of the Indemnifying Party or the distribution, sale, offer for sale, use or importation of any Product of the Indemnifying Party or any Content therein of the Indemnifying Party, actually does or threatens to infringe, misappropriate or otherwise violate a third-party's intellectual property rights or any similar or equivalent right or form of protection, in any part of the world; (b) material breach or non-fulfillment of any representation, warranty or covenant this Agreement by Indemnifying Party; (c) any grossly negligent or more culpable act or omission of Indemnifying Party (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; and/or (d) any failure by Indemnifying Party to materially comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement.

(b) Each Party's obligations under Section 15(a) with respect to any Third-Party Claim are conditioned on (i) such Party receiving prompt written notice of such Third-Party Claim, except to the extent that such Party is not prejudiced by any delay in notice, and (ii) the Indemnified Parties giving such Party sole control of the defense of such Third-Party Claim (including selection of legal counsel) and any related settlement negotiations. The Indemnified Parties shall cooperate with such Party in such defense to the extent the Third-Party Claim concerns them (subject to such Party reimbursing the Indemnified Parties for expenses related to such cooperation requested by such Party). Notwithstanding the foregoing, (A) the Indemnified Parties shall have the right to participate in the defense and settlement of any Third-Party Claim against them at their expense; (B) the Indemnified Parties shall have the right to have counsel of their own provided at other Party's expense in the event counsel selected by such Party has a conflict of interest in representing both Party and the Indemnified Parties; and (C) such Party shall not settle a Third-Party Claim without the prior written consent of any affected Indemnified Party, as applicable, which shall not be withheld unreasonably. If such Party fails to assume the defense of any Third-Party Claim against a Indemnified Party within the earlier of (i) any deadline established by a third-party in a written demand or by a court or (ii) 10 business days after notice of the Third-Party Claim, such Indemnified Party may follow such course of action as it reasonably deems necessary to protect its interest and shall be indemnified for all expenses reasonably incurred in such course

of action; provided that such Indemnified Party shall not settle a Third-Party Claim without the consent of the other Party, which shall not be withheld or delayed unreasonably.

16. Insurance.

(a) At a minimum, Developer shall maintain at its sole cost and expense, the following insurance coverages with financially sound and reputable insurance companies:

(i) Commercial General Liability insurance in the amount of at least \$2,000,000.00 per occurrence, that protects Developer and its employees and agents, from all claims, demands, actions, and causes of action that may be taken or made against Developer for any loss of or damage to property, personal injury or bodily injury including death, that may arise with respect to the operations of the Developer. This policy must also include contractual liability, employers' liability, non-owned automobile liability, product(s) and completed operations coverage as well as severability of interests and cross liability clauses. This policy must be endorsed to add the Blue Yonder as an additional insured with respect to liability arising from the operations of the Developer.

(ii) Information Technology Errors and Omissions Liability insurance in a form and with limits in an amount that a prudent supplier in the business of providing the Developer Product(s) would maintain but with limits of not less than \$5,000,000.00 per claim and in the aggregate. The policies must be maintained in full force and effect for a period of not less than one year following the latter of the termination or expiration of the Agreement or the termination or expiration of any Customer agreements under which the Developer Product(s) are licensed to Customers by Blue Yonder.

(iii) Cyber Liability coverage with limits of not less than \$5,000,000.00 per claim and in the aggregate including third-party limits of liability for network security breaches, Content injury, privacy breach injury and regulatory proceedings and first party coverage for breach response services and extended to include the failure to adequately protect Confidential Information including but not limited to personal and corporate information.

(b) Upon request, Developer must provide Blue Yonder with a properly executed certificate of insurance evidencing existence of required coverages as requested by Blue Yonder (but no more than once per calendar year) and will notify Blue Yonder no less than 30 days in advance, of any reduction or cancellation. Blue Yonder's failure to monitor compliance or to object to noncompliance or unsatisfactory compliance with any terms of the aforementioned requirements does not modify or waive Developer's obligations in any way.

(c) None of the requirements contained herein as to types or limits are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by the other Party under any part of this Agreement.

17. Changes to Terms And Conditions.

(a) Subject to Section 17(b), Blue Yonder reserves the right to change any or all parts of this Master Agreement (in particular by replacing parts of it with an updated version), including, without limitation, the Vendor Security Measures, and any other guides or guidelines referenced hereunder or thereunder (collectively, the “**Program Documents**”). The terms of the Master Agreement shall automatically be changed, modified or amended to incorporate such changes to the Program Documents.

(b) If Developer reasonably believes that any such changes to the Program Documents are averse to Developer’s interests, Developer shall be entitled to terminate the Master Agreement (hence all Schedules issued under the Master Agreement) by notifying Blue Yonder of its intent to do so in writing within 60 days of the effective date of any such change. If Developer does not exercise its right to terminate this Agreement within such 60-day period, the changes described in Section 17(a) will be deemed to be accepted by and binding upon Developer.

(c) Without limiting Section 17(a), Developer acknowledges that Blue Yonder will, without limitation, update the Program Documents as necessary to ensure compliance with applicable laws (such as, but not limited to, including undertakings to govern both Party’s compliance with the General Data Protection Regulation) and industry standard security practices. Developer agrees that any such changes shall not be considered adverse to Developer’s interests.

18. Cloud or Hosting Services Agreement. Parties shall execute a separate cloud or hosting services agreement if Blue Yonder is required to host any Developer Product, Developer Extension and/or any module or portion of any Developer Product or Developer Extension on any Blue Yonder servers or other computers. For clarity, if the Parties do not execute the Cloud or Hosting Agreement, Blue Yonder shall not provide hosting or cloud services for any Developer Product and/or Developer Extension.

19. Miscellaneous.

(a) *Amendment and Modification; Waiver.* No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. All agreements and/or consents contemplated and/or required under this Agreement shall be in writing.

(b) *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render

unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) *Entire Agreement.* This Agreement, together with the exhibits and schedules attached hereto and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between any Schedule and the Master Agreement, the former shall control to the extent necessary to resolve the conflict or inconsistency, unless otherwise specified.

(d) *Further Assurances.* Upon a Party’s reasonable request, the other Party shall, at the requesting Party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

(e) *Assignment.* Developer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Blue Yonder’s prior written consent; provided, however, that (i) Developer may assign this Agreement in connection with a sale of substantially all of its assets or other similar transaction involving a change of control with respect to that Party. No delegation or other transfer, including assignment will relieve Developer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 17(e) is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(f) *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(g) *Governing Law; Dispute Resolution.* This Agreement will be governed by the laws as laid out in Appendix A: Country or Region Unique Terms. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from this Agreement.

(i) *Force Majeure.* If the performance of either party is delayed or prevented at any time due to extraordinary circumstances beyond its reasonable control, performance will be excused until such condition no longer exists.

(j) *Headings.* The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(k) *Notices.* All notices will be in writing and sent by certified mail or responsible courier to the address indicated in the relevant Schedule or such other address as either party may indicate by at least ten (10) days' prior written notice to the other party. Notices to Blue Yonder will be addressed to General Counsel at Blue Yonder Software, Inc., 15059 N. Scottsdale Road, Scottsdale, Arizona, USA. 85260.

(l) *U.S. Government Restricted Rights.* The Approved API(s) and/or Blue Yonder Product(s) provided under this Agreement are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as these terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Owner and licensor is Blue Yonder Software, Inc., 15059 N. Scottsdale Road, Suite 400, Scottsdale, Arizona 85254.

(m) *Compliance and Audit Rights.* Once annually, upon ten (10) business days' prior written notice, Blue Yonder may verify Developer's compliance with the Agreement by reviewing Developer's use and deployment of the Blue Yonder Product(s) and its payments to Blue Yonder. Either Blue Yonder or an independent public accounting firm reasonably acceptable to both parties will perform the audit during Developer's regular business hours with minimal disruption to Developer's ongoing business operations. Developer shall pay Blue Yonder for any over deployments of the Blue Yonder Product(s) or any underpayment of Sales Fees disclosed by the audit. Blue Yonder will bear the costs of the audit, unless the audit discovers that the amount owed for non-compliance exceeds five (5%) percent of the total amount paid under this Agreement by Developer, in which case, Developer shall pay the reasonable costs of the audit.

APPENDIX A: COUNTRY OR REGION UNIQUE TERMS

FOR COMPANIES INCORPORATED IN UNITED STATES:

Governing Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with the internal laws of the State of Delaware, without reference to its choice of law rules. All disputes arising under this Agreement must be brought exclusively in the state and federal courts located in Maricopa County, Arizona, and Customer hereby submits to the personal jurisdiction of such state and federal courts. In the event that any dispute is commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' and experts' fees and court costs from the non-prevailing Party.

For companies incorporated in Europe, Middle East, and Africa:

Governing Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with the internal laws of England. All disputes arising out of or relating to this Agreement will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall be London, England. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to this Agreement. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

For companies incorporated in India and Asia Pacific, except China

Governing Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with laws of Singapore, without reference to its choice of law rules. All disputes arising out of or relating to this Agreement will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat of the arbitration will be Singapore. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to this Agreement. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

For companies incorporated in China:

Governing Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with laws of Hong Kong,

without reference to its choice of law rules. All disputes arising out of or relating to this Agreement will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Hong Kong International Arbitration Centre (HKIAC) Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to this Agreement. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

For companies incorporated in Canada:

Governing Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with laws of the Province of Ontario and the laws of Canada applicable therein, without reference to its choice of law rules. All disputes arising out of or relating to this Agreement will be settled by arbitration in that country before a panel of three arbitrators under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat of the arbitration shall be Toronto, Canada. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to this Agreement. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

For companies incorporated in Latin America and South America:

Governing Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with the State of Delaware of United States. All disputes arising out of or relating to this Agreement will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall Phoenix, Arizona. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to this Agreement. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.