

RED

FULFILLMENT STANDARD TERMS

These RED Fulfillment Standard Terms (these “**Standard Terms**”) together with the RED Fulfillment Services Agreement (the “**Agreement**”) shall govern Radial’s provision of the Services to Company. These Standard Terms are made available at www.Radial.com/Legal (and can be provided to upon request).

1. DEFINITIONS

“**Affiliate**” means, as to any Person, any other Person that, directly or indirectly, is controlled by, is under common control with or controls such Person, but only as long as such control exists. For this purpose, control means ownership or voting rights over at least 50% of the outstanding voting or equity securities of the Person in question or the power to direct or cause the direction of management or policies of such Person, whether through voting securities, by contract or otherwise.

“**Aggregate Information**” means data and information that is aggregated and deidentified so that Company and individual Customers are no longer identifiable.

“**Company**” shall mean the company that executes the Agreement and any entity that is controlled by Company. For these purposes, “control” shall mean beneficial ownership by the subject entity, whether directly or indirectly, of securities of an entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, of the election of the corresponding management authority) of (i) more than fifty percent (50%) or (ii) such lesser percentage as is the maximum ownership permitted in the country where the entity exists.

“**Company E-Commerce Providers**” means each third party provider (other than Radial) engaged by Company to provide of front-end webstore, order management technologies, system integrators, hosting providers, fulfillment warehouses, customer care centers, payment processors, and other services in connection with the operation of the Company Online Store.

“**Confidential Information**” has the definition set forth in Section 5.1.

“**Landed Cost**” means 50% of retail cost of each unit of merchandise as displayed on the Company Online Store.

“**Customer**” means a Person who places an Order through the Company Online Store.

“**Customer Information**” means the name, mailing address, telephone number, e-mail address, and any other personally identifying information of a

Customer provided to Radial by Company as part of the Order Information.

“**Services**” means the services contemplated by the Agreement to be performed by Radial for the Company.

“**IP Rights**” means: (a) any and all now known or hereafter known tangible and intangible (i) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (ii) trademark, trade dress and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, and (v) other intellectual and industrial property rights of every kind and nature throughout the universe, however designated, whether arising by operation of law, contract, license, or otherwise; and (b) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force regarding any of the foregoing.

“**Law**” means the then effective laws, rules, regulations, orders, and binding legal interpretations governing the Services provided hereunder.

“**Person**” means, whether or not capitalized, any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental body.

“**Radial Data**” means the data provided by Radial to the Company through the Services, excluding Customer Information and including Aggregate Information.

“**Taxes**” means federal, state, provincial, local, value added, goods and services, sales and use and foreign taxes, duties, tariffs, levies and other similar charges.

2. RADIAL TECHNOLOGY

2.1 Radial APIs and Reporting Portal. Unless otherwise agreed upon by the Parties in writing, all applicable information transmitted by and between the Parties shall be communicated electronically using Radial’s standard Application

Programming Interface (“**API**”) guides and encryption requirements and the Radial web-based reporting and analytics tool portal (“**Reporting Portal**”). All costs incurred in the testing and transmission of such communications will be borne by Company.

2.2 Radial Technology License.

Provided that Company pays the applicable Service Fees and complies with the terms and conditions of the Agreement and these Standard Terms, Radial grants Company during the Term of this Agreement a non-exclusive, non-transferable, non-assignable, non-sublicensable (except as set forth herein), personal, revocable and limited worldwide license solely to (a) implement and use the Radial technology services provided hereunder, including the Radial APIs into Company’s application in order to deliver Order Information to Radial and receive Radial Data and Services from Radial; and/or (b) use the Reporting Portal to access the Radial Services and receive reports, analysis and query data, (ii) display the Radial Data to its employees and agents, and (iii) use the Radial Data for internal use only, as permitted hereunder.

2.3 License Restrictions. Except as expressly authorized herein, Company shall not: (i) use the Service other than in connection with the Company Online Store(s); or (ii) use the Service to facilitate the sale and distribution of illegal goods and services or otherwise in violation of applicable laws.

2.4 Company License. Company grants Radial during the Term a non-exclusive, non-transferable, non-assignable, non-sublicensable (except as set forth herein), personal, revocable and limited worldwide license to use the Customer Information as reasonably necessary for Radial to perform the Services.

3. SERVICES

3.1 Services. Radial will perform the Services as described on the Agreement (the “**Services**”) in the facility or facilities determined by Radial. Radial will use commercially reasonable efforts to provide the Services in accordance with the Key Performance Indicators set forth on Exhibit B attached hereto. In the event the Key Performance Indicators are not met, the Parties shall meet to discuss the reasons for such failure and to propose measures designed to improve the performance of the services.

3.2 Treatment Of Orders. The Company will be the seller of record of all merchandise and related services included in Orders. As between the Parties, the Company will be

responsible for all Taxes imposed on sales pursuant to Orders. As between the Parties and without limiting any other obligations of the Company hereunder, the Company is responsible for (i) ensuring that the offer, advertising, sale, shipment and delivery and/or use of all merchandise and services complies with all applicable Laws in every applicable jurisdiction, and (ii) ensuring that the collection, storage and use of Customer Information by Radial as contemplated hereunder, complies with all applicable Laws and the privacy policy for the Company Online Store.

3.3 Inventory Maintenance.

(a) Radial will conduct no less than two (2) statistical cycle counts per year of merchandise located at Radial owned or controlled facilities. These counts will be conducted by sampling a statistically significant number of Company owned SKUs. Radial will provide a report to the Company of the results of such cycle counts. Additionally, upon the reasonable request of the Company (but in no event between October 1 and January 15 of any year) and for a mutually agreed upon service fee, Radial will, facilitate an inventory inspection of merchandise located at Radial owned or controlled facilities; provided that (i) any such inspection is conducted in a manner designed not to unreasonably interfere with Radial’s ordinary business operations; and (ii) such inspections may not occur more frequently than one time every twelve (12) months. Radial will reasonably cooperate with the Company in the performance of such inspections.

(b) Within sixty (60) days after the end of each year, Radial shall determine the amount of merchandise, if any, for which Radial is responsible but unable to account, including due to theft, vandalism, mishandling or other negligent, reckless or intentional acts by Radial employees or third parties (but not due to fire or casualty) (“**Shrinkage**”). If the Shrinkage for any such year exceeds 0.5% (calculated by dividing (i) the total Landed Cost of merchandise which is lost or damaged while in Radial’s actual possession (as identified by cycle counts, etc.), by (ii) the total Landed Cost of merchandise received by Radial during the period in question plus the total cost of merchandise on hand at the beginning of the period in question) (the “**Shrink Allowance**”), Radial will reimburse the Company for any Shrinkage in excess of the Shrink Allowance in an amount equal to the Company’s per unit Landed Cost for the applicable merchandise subject to such shortage. Notwithstanding the foregoing, Radial’s Shrink Allowance is contingent on vendor shipment accuracy. Radial will perform quarterly audits on a statistically

valid sampling of incoming product in order to determine an accuracy factor on incoming inventory, (e.g., if the audit shows 99.8% accuracy on incoming goods, Radial's Shrink Allowance will be adjusted in proportion to the inaccuracy percentage (in this case raised 0.2%).

(c) Company shall maintain insurance covering the loss or damage to Company merchandise stored in Radial's facilities. Company acknowledges that the its merchandise in Radial's possession is not insured against loss or damage by Radial, and that Company shall be solely responsible for obtaining such insurance coverage.

3.4 Shipping.

(a) Carrier Selection and Shipping Optimization. Radial will tender Orders to either a postal, small parcel, LTL or TL (truckload) carrier as set forth herein. Unless otherwise advised in writing by the Company, Radial shall ship all Orders via the carrier of Radial's selection ("Shipments"). Radial will use commercially reasonable efforts to select the carrier for each Shipment in a manner designed to optimize the cost of such Shipment based on its SKU attributes (e.g. dimensions and weight), shipment geography (e.g. origin / destination pair), and carrier service levels.

(b) Additional Shipping Charges, Surcharges, Exclusions. The Company shall pay Radial the Shipping Fees set forth in Agreement for all Shipments. Variances may occur between the Shipping Base Rates provided in the table and the actual Shipping Fees payable to Radial for reasons, including, but not limited to (i) Company carrier selection versus Radial's cost optimized carrier selection, (ii) incremental services required such as delivery area surcharge, lift gate, inside delivery, or (iii) where the delivery point does not appear in the sample; provided however, the actual shipping fees payable to Radial will be representative of the shipping services provided for Shipments. In addition to the foregoing, the Company shall pay Radial for any other additional shipping charges relating to Shipments that are charged by carriers, including, but not limited to, residential surcharges, fuel surcharges, peak and seasonal surcharges, or accessorial charges.

(c) Package Loss. The maximum claim amount for any carrier is \$100 per package absent additional insurance. The cost of additional shipping insurance is not included in the Shipping Fees. If insurance coverage is desired by the Company, the Company will pay Radial for insurance coverage in an

amount equal to published carrier tariffs in force at the time of the Shipment. Any Shipments tendered to the United States Postal Service (for example, via Smart Post, Surepost or Mail Express) cannot be insured. Shipments cannot be insured above the amounts permitted by the applicable carriers. For the sake of clarity, the inclusion of insurance coverage in any amount does not guarantee any recovery from the applicable carrier. Radial's liability for the loss, damage or failed delivery of any package is limited to the amount Radial recovers from the applicable carrier.

(d) Carrier Rate Increases. With respect to all Shipping Fees, carrier rate increases in an amount equal to the percentage increase in Radial's rates from the applicable carrier shall apply. All carrier rate increases will be reflected in updated rate tables as applicable.

(e) Carrier Delivery and Refusals. The Parties will review carrier service issues during periodic business review. Radial makes no representations or warranties that any Shipment will be delivered on-time or in accordance with a carrier's shipping terms. Radial cannot guarantee that the carriers will make available the necessary capacity to meet Company's shipping needs, particularly during the peak holiday season. Radial shall not be liable for any penalties, fines, or other fees for a carrier's failure to deliver any shipment on-time or in accordance with its shipping terms. Radial will accept Shipments returned to it by the carrier due to customer refusals or the carrier's inability to deliver the Shipment ("Refusal"). The Company will retain title to and bear all risk of loss for Refusals and pay Radial for all carrier charges and Radial labor related to Refusals. If Refusals exceed one percent (1%) of the number of Shipments made in a calendar quarter, Radial may charge additional processing fees for such Refusals.

3.5 Statements of Work. The Company may also engage Radial to provide professional or warehouse services set forth in statements of work entered into by the Parties under this Agreement ("SOW"). Any SOW or other writing signed by the Parties in connection with the Agreement shall be governed by the Agreement and these Standard Terms.

3.6 Cooperation. The Company will provide Radial with the requested cooperation and assistance in connection with Radial's provision of the Services. The Company shall provide Radial with all information, materials and data reasonably required by Radial. Additionally, to the extent that Radial is required to coordinate, integrate, communicate or otherwise interact with a Company E-Commerce

Provider or other third party designated by the Company, the Company will cause such third party to reasonably cooperate and assist Radial consistent with the foregoing. Radial shall not be responsible for a default or delay in performance of its obligations to the extent such default or delay is attributable to the failure of the Company, or any such third party. Throughout the Term, the Company will continue to operate, maintain and merchandise an e-commerce business in a manner designed to provide a positive customer experience and maximize Orders.

4. FEES AND PAYMENT.

4.1 Invoices and Payment. Radial shall invoice the Company for the Service Fees on a weekly or monthly basis in Radial's discretion and depending on transaction volume. All payments to Radial pursuant to the Agreement shall be made via wire transfer or ACH of immediately available funds to an account designated in writing by Radial. Unless otherwise set forth in the Agreement, Company shall pay all invoiced amounts within thirty (30) days from the invoice date. In the alternative, if requested by Radial at any time, Company shall provide a credit card account to Radial and authorize Radial to charge such credit card concurrently with the delivery of a statement of amounts due.

4.2 Costs and Taxes. Except as otherwise provided in this Agreement, each Party will be responsible for all costs and expenses incurred by such Party in its performance of this Agreement. All payments for services performed hereunder are exclusive of Taxes. Any such Taxes shall be the Company's sole responsibility and the Company shall pay or reimburse Radial for any Taxes based on the Services provided; provided that this provision shall not apply to Taxes based on Radial's income, which shall be Radial's sole responsibility.

4.3 Travel and Expenses. To the extent that any employee, consultant or agent of Radial or its Affiliates travels for purposes of providing training, attending business management meetings or for any other reason that the Company requests, the Company shall reimburse Radial for all reasonable out-of-pocket travel, meals and lodging expenses.

4.4 Currency. All fees and other charges will be calculated in U.S. dollars, and all payments to Radial will be made in U.S. dollars. To the extent that Radial incurs any currency conversion costs to convert a currency into another currency at the request of the Company, the Company agrees to reimburse Radial for any such conversion costs.

4.5 Late Payment. All invoices not paid by a Party when due shall bear interest from the due date to the date of actual payment at the rate equal to the lesser of 1½% percent per month or the maximum rate permitted by Law. In the event that a Party incurs any fees or costs (including without limitation, any reasonable attorneys' fees) in collecting outstanding balances and enforcing the payment provisions of this Agreement, the other Party shall be liable for all such fees and costs.

4.6 Suspension for Nonpayment. If Company fails to pay all amounts when due (or if Company fails to maintain a deposit account or other security, if any), then Radial shall have the right to suspend the performance of the Services five days following written notice and until such time as full payment is made by Company.

4.7 Annual Fee Adjustment. Fees will be subject to a change based on the applicable Employment Cost Index (ECI) for total compensation (non-seasonally adjusted) for private industry workers, by occupation and industry, office & administrative support. Fee changes will be applied in January of each year based on the change in the 12 months ended for September of the prior year. For the sake of clarity, the rate change in January of a given year will be calculated by the percent change between the labor index in the September sixteen months prior and September four months prior. The publication of the Employment Cost Index can be found at <https://www.bls.gov/web/eci/ecicois.pdf>.

4.8 Other Fee Adjustments. In the event of a change in Radial's costs to provide the services caused by circumstances outside of the reasonable control of Radial, such as the costs of fuel or electricity, changes in minimum wages, a shortage or change in the costs of cardboard and other packing materials, or increases in parcel carrier rates or carrier surcharges, that alone or in the aggregate cause a material increase Radial's costs, the Parties shall negotiate in good faith an amendment to this Agreement amending the Fulfillment Fees and/or the Shipping Fees as necessary to address the increase costs, provided that if the Parties are not able to agree on such amendment, Radial shall be, at Radial's option, excused from its obligation to provide the affected Services.

4.9 Warehouse Lien. Radial shall have a lien on Company merchandise located at a Radial facility and upon the proceeds from the sale thereof to secure Company's payment of all fees, charges and expenses incurred hereunder in connection with the

storage, transportation, preservation, and handling of the merchandise, as well as for like charges and expenses in relation to any other merchandise whenever deposited with Radial by Company. Radial may enforce this lien at any time, including by prohibiting the removal of some or all of such merchandise until all fees owing Radial are paid in full, and in the event any amounts are past due by more than sixty (60) days, selling some or all of the merchandise in accordance with applicable law.

5. OWNERSHIP

5.1 By Radial. As between Radial and Company, Radial owns (a) all IP Rights in the Services related technology and documentation, and the Radial Data, and (b) all IP Rights in any related derivative works of the foregoing made by either Party), whether such rights are registered or unregistered and wherever in the world those rights may exist.

5.2 By Company. As between Radial and Company, Company owns all IP Rights in the Customer Information, whether such rights are registered or unregistered and wherever in the world those rights may exist.

6. CONFIDENTIALITY AND DATA SECURITY

6.1 “**Confidential Information**” means all nonpublic information provided by or on behalf of a Party or its Affiliates that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Without limiting the generality of the foregoing, the terms of the Agreement, these Standard Terms and the documentation, specifications and manuals related to the Services shall be the Confidential Information of Radial, and the Customer Information shall be the Confidential Information of Company. Each Party will use reasonable means to protect the Confidential Information of the other Party from misappropriation and unauthorized use or disclosure, and at a minimum, will take precautions at least as great as those taken to protect its own confidential information of a similar nature. Without limiting the foregoing, and except as set forth herein, the receiving Party will: (i) use such Confidential Information solely for the purposes for which it has been disclosed; and (ii) disclose such Confidential Information only to those of its employees, agents, consultants, and others who have a need to know the same for the purpose of performing the Agreement and who are informed of and agree to a duty of nondisclosure. The receiving Party may also disclose Confidential Information of the disclosing Party to the extent necessary to comply with

applicable law or legal process. Upon request of the other Party, or in any event upon any termination or expiration of the Term, each Party will return to the other all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other Party, subject to the receiving Party’s data retention policies. Either Party will be entitled to seek preliminary and/or permanent injunctive relief from any violation or threatened violation of this Section 6.1 without the necessity of proving actual damages or posting any bond or other security.

6.2 Data Security. The Company, through the Company E-Commerce Providers, and Radial will each maintain and implement commercially reasonable information and data security guidelines for maintaining security controls as it relates to Customer Information. At a minimum, such information security guidelines shall include (A) a requirement that such Party comply, in all material respects, with applicable Laws, (B) a plan to assess and manage system failures, (C) a regular assessment of data security risks, with adjustments made to the data security program to reduce such risks, and (D) notice and incident response procedures. In addition, each Party shall comply with the security requirements described in Exhibit A attached hereto. The Company will cause the Company E-Commerce Providers to comply with each of the above obligations as it relates to the security and operation of the Company Online Store.

7. INDEMNIFICATION

7.1 By Radial. Radial shall indemnify and defend Company against any claims made by a third party that Company’s use of the Services as permitted hereunder directly infringes such third party’s United States patent or copyright, provided that Company complies with the requirements of this Section. Company shall (i) provide Radial prompt written notice of any claim that the Radial Software infringes any such intellectual property rights, (ii) provide Radial with all information and assistance requested of it with respect to any such claim, and (iii) grant Radial sole and complete authority to defend and/or settle any and all such claims. In the event that a court holds that the Service, or if Radial believes a court may hold that the Service infringes the intellectual property rights of any third party, Radial may in its sole discretion, do any of the following: obtain for Company the right to continue using the Service, replace or modify the Service so that it becomes non-infringing while providing substantially equivalent performance or, accept return of the Service, terminate this applicable Order Form or this

Agreement, and refund Company a pro-rata portion of any pre-paid fees. THIS SECTION 7.1 STATES RADIAL'S ENTIRE LIABILITY AND COMPANY'S EXCLUSIVE REMEDY FOR ANY INFRINGEMENT RELATED TO THE SERVICES AND COMPANY HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF RADIAL WITH RESPECT THERETO.

7.2 By Company. Company shall defend, indemnify and hold Radial, its Affiliates, licensors and suppliers and their respective officers, directors, employees, contractors and agents harmless from any third party claims, suits, actions, demands, and proceedings brought against Radial, and all liabilities, losses, costs, expenses, settlement amounts, and damages (inclusive of Radial's attorneys' fees), arising out of or relating to Company's use of the Service, except for claims of infringement covers by the Radial indemnity above. In connection with any such claim, (i) Radial will give Company prompt notice of such claim; provided, however, that failure to provide such notice shall not relieve Company from its liabilities or obligations hereunder; (ii) Company will have sole control over the defense and settlement of the claim; and (iii) Radial may cooperate with Company at Company's sole cost and expense, in connection with the defense and settlement of the claim.

7.3 Exclusions. Radial shall have no liability or obligation for the Service to the extent the alleged infringement is based on (a) a modification or derivative work of the Service not provided by Radial; (b) a combination of the Service with or any software, product or service not provided by Radial; (c) use of the Service with on any websites not listed in an Order Form; (d) use of the Service other than in accordance with the Agreement or the documentation; or (e) continued use of a version of the Service after instructions from Radial to cease such use.

8. TERM, DEFAULT AND TERMINATION

8.1 Term. The term of the Agreement ("Term") shall begin on the effective date or other start date specified in the Agreement and shall continue indefinitely for successive one (1) year terms until terminated by a Party. Either Party may terminate the Agreement at any time by providing written notice of termination to the other Party not less than six (6) months' prior to the termination effective date.

8.2 Termination for Breach. Either Party may terminate an Agreement if the other Party is in material breach of the Order Form or this Agreement and such breach remains uncured for more than thirty (30) days after receipt of written notice

thereof; provided that if Company and Radial are Party to multiple Agreements, then only the Agreement(s) affected by such breach may be terminated.

8.3 Survival. Notwithstanding any legal presumption to the contrary, the covenants, conditions, representations, indemnities, and warranties of this Agreement that by their terms are intended to survive termination, shall survive termination or expiration of the Agreement.

9. Changes In Law. The Company acknowledges and agrees that Radial has agreed to enter into this Agreement under the applicable Laws as of the Effective Date, and that Radial has not accepted the risk of changes in Law. In the event of a change or changes in the Law that alone or in the aggregate increase Radial's costs, or make it commercially impractical for Radial to provide the applicable Services to the Company in accordance with this Agreement, the Parties shall negotiate in good faith an amendment to this Agreement amending the rights and obligations of the Parties as necessary to meet the expectations of the Parties as of the Effective Date (including revising the fees set forth herein to compensate Radial for additional costs), provided that if the Parties are not able to agree on such amendment, Radial shall be, at Radial's option, excused from its obligation to provide the affected Services.

10. LIMITATION OF LIABILITY AND WARRANTY

10.1 EXCLUSION OF INDIRECT DAMAGES. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF SALES OR REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF CONTRACTS; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; COSTS OF COVER, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR COSTS (INCLUDING ATTORNEY'S FEES) RESULTING FROM ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE.

10.2 LIABILITY CAP. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL RADIAL OR ITS AFFILIATES BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES, EXPENSES, COSTS, LIABILITIES, SUITS, CLAIMS, RESTITUTION OR LOSSES, THAT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES

(EXCLUDING SHIPPING FEES) PAID BY COMPANY IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE ACTION.

10.3 APPLICABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION 10 (LIMITATION OF LIABILITY AND WARRANTY) (I) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (II) ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND, (III) SHALL APPLY REGARDLESS OF THE NATURE OF THE CLAIM OR ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR OTHER THEORY OF LIABILITY. NOTWITHSTANDING THE FOREGOING, COMPANY'S OBLIGATION TO PAY RADIAL AMOUNTS DUE HEREUNDER SHALL NOT BE LIMITED BY THE LIMITATIONS SET FORTH IN THIS SECTION 10.

10.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED HEREIN, ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND RADIAL MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OR ARISING BY CUSTOM OR TRADE USAGE, AND, SPECIFICALLY, MAKES NO WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SERVICES WILL MEET YOUR EXPECTATIONS OR SPECIFICATIONS, BE SECURE, TIMELY, UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS. RADIAL'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF, RADIAL RENDERING TECHNICAL SUPPORT OR ADVICE IN CONNECTION WITH THE SERVICES.

11. NOTICES. All notices shall be in writing and sent by first class mail or overnight mail (or courier), transmitted by facsimile (if confirmed by such mailing), or email, to the addresses indicated in the Agreement, or such other address as either Party may indicate by at least ten (10) days prior written notice to the other Party. Notices to Radial shall be sent to the attention of the Legal Department.

12. ASSIGNMENT. Company may not assign this Agreement without the prior written consent of Radial; provided that such consent shall not be required for assignment to a successor by merger or to the purchaser of all or substantially all of the assets of Company; provided that such assignee undertakes in writing to be bound by all the terms and conditions of this Agreement, including all obligations of Company

prior to such assignment. Any prohibited assignment shall be null and void.

13. ENTIRE AGREEMENT. These Standard Terms and the Agreement are the complete and exclusive agreement between the parties, which supersedes all proposals or prior agreements, oral or written agreement, and all other communications between the parties relating to the subject matter hereof. No purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the Agreement or these Standard Terms shall be of any effect. Except as contained in a writing signed by both parties, all such proposed variations or additions are objected to and shall have no force or effect.

14. CONFLICT. In the event of any conflict between the provisions of these Standard Terms and the provisions of the Agreement or an SOW, the provisions of these Standard Terms shall prevail unless there is an explicit reference in such Agreement or SOW showing the parties' mutual intention to override a specific term or condition of these Standard Terms.

15. AMENDMENT. Radial may periodically update these Standard Terms posted at www.radial.com/legal. Company agrees to review these Standard Terms prior to the annual renewal of the Agreement and if Company does not agree to such updates, Company shall provide Radial written notice of its objection to any updates and its desire to not renew the Agreement at least 30 days prior to the renewal date. If such notice is not received by Radial, the then current Standard Terms shall take effect upon the annual renewal of this Agreement, provided that such updates were posted to the Radial website at least 60 days prior to the annual renewal date.

16. GENERAL. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to any principles that provide for the application of the law of another jurisdiction. All proceedings shall be conducted in English. Venue for all proceedings shall be Montgomery County, Pennsylvania, provided that Radial may seek injunctive relief in any court of competent jurisdiction. The United Nations Convention for the International Sale of Goods is excluded in its entirety. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. Except for Company's obligation to pay Radial, neither Party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed

without such provision. The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future. The parties agree to receive electronic documents and accept electronic signatures (including documents 'click-agreed' or otherwise adopted with an intent to sign) including in counterparts which shall be valid substitutes for paper-based documents and signatures, and the legal validity of a transaction will not be denied on the ground that it is not in writing.

-END-

EXHIBIT A
DATA SECURITY

Security Requirements

The Company, the Company E-Commerce Providers, and Radial shall protect all Customer Information obtained under the terms of this Agreement from unauthorized access, destruction, use, modification, or disclosure by means of reasonable and appropriate administrative, physical and logical safeguards. Security practices shall include:

- **Data Transfer.** Each Party shall use applications and systems to collect, store, process or otherwise handle Customer Information that are designed in accordance with applicable industry accepted security standards.
- **Encryption.** Each Party shall use open encryption methodologies to protect Customer Information any time infrastructure components need to transfer Customer Information over public networks (including internet-based replication of data from one environment to another).
- **Storage.** Each Party shall retain all Customer Information in a physically and logically secure environment that is designed to protect it from unauthorized access, modification, theft, misuse and destruction.
- **Antivirus.** Each Party shall utilize antivirus programs that are capable of detecting, removing, and protecting against all known types of malicious or unauthorized software with frequent antivirus signature updates.
- **Vulnerability Management.** With regards to the handling of Customer Information, each Party shall establish and maintain mechanisms for vulnerability and patch management that are designed to evaluate application, system, and network device vulnerabilities and apply supplier-supplied security patches in a timely manner taking a risk-based approach for prioritizing critical patches.
- **Penetration Tests and Vulnerability Scans.** Each Party shall conduct regular application penetration tests and network vulnerability scans of its hosted environment and remediate in accordance with company information security policy and/or industry best practices.
- **Security Monitoring.** Each Party shall maintain mechanisms to monitor and quantify the types, volumes, and costs of information security incidents with potential to affect the privacy and security of Customer Information.
- **Physical Security.** Where either Party is storing, processing or transferring Customer Information, such Customer Information shall be housed in secure areas, physically protected from unauthorized access, with appropriate environmental and perimeter controls. The facilities shall be physically protected from un-authorized access, damage, theft and interference. The protection provided should be commensurate with the identified risks.
- **Compliance.** Each Party shall make available, upon the other Party's reasonable request, appropriate personnel for the other Party to discuss and review its compliance with the terms and conditions of this Agreement that relate to data security and privacy. Each Party shall work with the other Party in good faith to address and resolve any reasonable concerns regarding its compliance with such obligations.
- **Compliance with Law:** Each Party agrees to use all Customer Information in accordance with applicable Law.

Data Privacy

- The Company and Radial shall each comply with the requirements of applicable Law regarding the processing and use of Customer Information, including the California Consumer Privacy Act of 2018.
- Radial will assist Company in responding to individuals' exercise of their data subject rights to the extent that it relates to Customer Information that Radial processes, including requests to correct, delete or obtain a copy of Customer Information records or to restrict processing or sharing of Customer Information, such assistance will be provided at Company's expense.

- Radial does not require any Sensitive Data to perform its obligations under the Agreement, and Company shall not provide Radial with any Sensitive Data, unless agreed to in advance by Radial in a signed amendment to the Agreement and Radial shall have no liability related to any Sensitive Data provided to Radial without Radial's prior consent. "**Sensitive Data**" means personal data that includes payment and financial account information, government identification numbers (e.g. social security number, tax ID, driver's license number), usernames and passwords, decryption keys, credit scores, financial and criminal history and background check data, compensation records, employment records, health, disability and medical records and accommodations, sexual orientation, race and nationality, political and religious affiliations, citizenship and immigration status, biometric data (face recognition data, fingerprint, DNA record), video, audio and surveillance records, and other data generally considered similarly sensitive.
- Radial will not retain, use, or disclose Customer Information for any purpose other than to perform the services set forth in the Agreement. Radial will disclose Customer Information to third party only as necessary to perform the services, and Radial will not sell Customer Information.

EXHIBIT B
KEY PERFORMANCE INDICATORS

Radial will use commercially reasonable efforts to achieve the following Key Performance Indicators (“KPIs”):

Receiving Cycle Time. Merchandise received at Radial’s designated fulfillment center will be processed as follows:

- Non-Peak Months: 99.5% of the units of merchandise will be processed (received to warehouse locations including perpetual inventory, damaged/return to vendor, etc.) by the end of the second Business Day following the Business Day that such merchandise is initially scanned into Radial’s warehouse management system.
- Peak Months: 99.5% of the units of merchandise will be processed (received to warehouse locations including perpetual inventory, damaged/return to vendor, etc.) by the end of the third Business Day following the Business Day that such merchandise is initially scanned into Radial’s warehouse management system.

Note: For purposes of these KPIs, merchandise that is scanned at Radial’s designated fulfillment center after 2.00pm (local time) on a Business Day or any time on a non-Business Day will be treated as if they were scanned the following Business Day. This receiving KPIs shall only apply to deliveries where (i) the Company has complied with the receiving guidelines set forth in the Agreement, (ii) the merchandise included in a shipment is consistent with the applicable packing slip (e.g., amount and type of units) and is otherwise receivable; and (iii) the receipt follows Radial standard receiving processing.

Outbound Standard Shipping Cycle Time. In stock order shipment of all Fulfillable Units (as defined below) for shipment to the United States will ship as follows:

- Non-Peak Months: 85% by close of the same Business Day that the Order for such Fulfillable Units is received by the warehouse management system at Radial’s fulfillment center; 99% by close of the first Business Day following the Business Day that the Order for such Fulfillable Units is received by the warehouse management system at Radial’s fulfillment center, excluding in both cases those that require customization or any other Value Added Service.
- Peak Months: 85% by close of the first Business Day following the Business Day that the Order for such Fulfillable Units is received by the warehouse management system at Radial’s fulfillment center; 99% by close of the second Business Day following the Business Day that the Order for such Fulfillable Units is received by the warehouse management system at Radial’s fulfillment center, excluding in both cases those that require customization or any other Value Added Service.

Note: For purposes of these KPIs, an Order for Fulfillable Units that is received by Radial’s warehouse management system after 2.00pm local time on a Business Day or any time on a non-Business Day will be treated as if they were received the following Business Day. Orders for which the Customer has been advised that applicable merchandise is on backorder or otherwise subject to a delay, will be fulfilled within commercially reasonable periods of time.

Outbound Express Shipping Cycle Time. In stock order shipment of all Fulfillable Units with express shipping (i.e., any shipping other than consolidated ground or standard ground) to the United States will ship as follows:

- 99% by close of same Business Day that the Order for such Fulfillable Units is received by the warehouse management system at Radial’s fulfillment center, excluding those that require customization or any other Value Added Service.

Note: For purposes of these KPIs, an express Order for Fulfillable Units that is received by Radial’s warehouse management system after 2.00pm local time or any time on a non-Business Day will be treated as if they were received the following Business Day. Orders for which the Customer has been advised that applicable merchandise is on backorder or otherwise subject to a delay, will be fulfilled within commercially reasonable periods of time.

Order Accuracy. 99.5% of all outbound shipments will contain the correct SKU and correct quantity of merchandise for that Order. These KPIs will be measured by Radial randomly auditing a statistically relevant sampling of all Company outbound shipments each applicable period.

Returns Cycle Time. Merchandise returned to Radial’s designated fulfillment center will be processed as follows:

- Non-Peak Months: 99.9% of the units of returned merchandise will be processed (completion of all required inventory transactions, etc.) by the end of the second Business Day following the Business Day that such returned merchandise is initially scanned into Radial’s warehouse management system.

- **Peak Months:** 99.9% of the units of returned merchandise will be processed (completion of all required inventory transactions, etc.) by the end of the third Business Day following the Business Day that such returned merchandise is initially scanned into Radial's warehouse management system.

Note: For purposes of these KPIs, merchandise that is scanned at Radial's designated fulfillment center after 2.00pm (local time) on a Business Day or any time on a non-Business Day will be treated as if they were scanned the following Business Day.

GENERAL PROVISIONS WITH REGARD TO THIS EXHIBIT A:

For purposes of this Exhibit A:

- “**Business Day**” means any day which is not a Saturday, Sunday, an official federal or local holiday where Services are provided by Radial hereunder.
- “**Fulfillable Units**” means units in Orders (i) to be fulfilled by Radial; (ii) for which the applicable merchandise is available for shipment (which is subject to the Company providing the applicable merchandise and components to Radial in accordance with the applicable Merchandise Assortment Plans); and (iii) which have cleared credit and fraud review and which are not cancelled by the Customer for any reason or by Radial.

Provided that Radial is using commercially reasonable efforts to achieve the KPIs set forth in this Exhibit A, Radial shall have no liability to the Company based on Radial's failure to meet the KPIs.