

## **RADIAL STANDARD TERMS**

**(Rev. 04/2025)**

These Radial Standard Terms (these “**Standard Terms**”) together with the Service Terms shall govern Radial’s provision of the Services to Company. These Standard Terms are available at [www.Radial.com/Legal](http://www.Radial.com/Legal) (and can also be provided to upon request), and together with the Service Terms form the Agreement between the Parties.

### **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.

“**Agreement**” means the applicable Service Terms and these Standard Terms.

“**Company**” shall mean the company that executes the Agreement and to which Radial provides Services.

“**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.

“**Company Online Store(s)**” means the website(s) listed in the Service Terms and any associated application(s) where Company sells goods and services to its Customers, and any successor or replacement websites or applications.

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

“**Customer**” means a Person who places (or attempts to place) 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 by or obtained in connection with the performance of the Services; provided, however,

Customer Information does not include any information that either Radial owns or to which Radial has obtained other than through transactions contemplated under this Agreement.

“**Fiscal Year**” means Radial’s fiscal year, which ends on the Saturday closest to December 31 in any given year. For example, if December 28<sup>th</sup> is the Saturday closest to December 31<sup>st</sup>, the following Fiscal Year would begin on December 29<sup>th</sup>. “**Fiscal Month**” and “**Fiscal Week**” mean each fiscal month or week (as applicable) in the applicable Fiscal Year.

“**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.

“**Order**” means an order for merchandise or services made through a Company Online Store, telephone (i.e. the customer care toll-free telephone number for a Company Online Store) and any other means associated with the Company Online Store.

“**Order Information**” means the items included in the Order, shipping information, purchaser information, recipient information, IP address, browser and device information, payment and billing information, order confirmations, and other Order data requested by Radial.

“**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 through the Services by Radial to the Company, excluding Customer Information and including Aggregate Information.

“**Services**” has the definition set forth in Section 3.1.

“**Service Fees**” the fees due Radial for the performance of the Services as set forth in the Service Terms.

“**Service Terms**” means the Fulfillment Services Agreement, Service Terms or Order Form, as applicable, executed by the Parties which incorporates by reference these Standard Terms.

“**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. LICENSE

2.1 Radial License. Provided that Company pays the applicable fees and complies with the terms and conditions of this Agreement, 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 the API into Company’s application in order to deliver Customer Information to Radial and receive Radial Data and Services from Radial; and/or (b) use the Web Portal (if applicable) to access the Radial Services and query data.

2.2 Company License. Company grants Radial during the Term set forth in the applicable Order Form 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.

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

## 3. SERVICES

3.1 Services. Radial will perform the Services as described in the applicable Service Terms (the “**Services**”).

3.2 Statements of Work. The Company may also engage Radial to provide 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 pursuant to this Agreement are incorporated herein and made a part of this Agreement.

3.3 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 Providers 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.

3.4 APIs. 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. To the extent the Parties mutually agree to use middleware in connection with any such communications, the Parties will utilize middleware acceptable to both Parties, provided, however, that such middleware must conform to Radial’s standard API guides. All costs incurred in the testing and transmission of such communications will be borne by the transmitting Party.

## 4. PAYMENT.

4.1 Invoices. Radial shall invoice the Company on a weekly basis for Transportation Fees (if applicable) and such invoices will be payable within fifteen (15) days from the invoice date. Radial shall invoice the Company on a monthly basis for all other amounts and such invoices will be payable within thirty (30) days from the invoice date. Radial reserves the right to modify the foregoing payment terms and/or request additional security for the Company’s payment obligations in the Service Terms based on the Company’s credit history. 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.

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 Currency. All payments to Radial will be made in the currency in which the fees and charges are established. 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.

4.4 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.

4.5 ECI Adjustment. Fees will be subject to a change (the "ECI Adjustment") based on an amount equal to the percentage increase in the "The Employment Cost Index (ECI) for total compensation (non seasonally adjusted) for private industry workers, service-providing industries" published by the "U.S. Department of Labor Bureau of Labor Statistics" with reference to the line item for (a) "Trade, transportation, and utilities, Transportation and warehousing" with respect to Fulfillment Fees, and (b) "Occupational group, Sales and office, Office and administrative support" with respect to all other fee types, in either case between the most recent September to September twelve (12) month period for which statistics are available compared to the index quoted for the immediately prior September to September twelve (12) month period. For the sake of clarity, the rate change in January of 2026 will be calculated by the % change between the labor index in September of 2024 and

September of 2025. The most recent publication of the Employment Cost Index can be found at <https://www.bls.gov/news.release/eci.t05.htm>.

## 5. OWNERSHIP

5.1 By Radial. As between Radial and Company, Radial owns (a) all IP Rights in the Services and related 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.

5.3 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 in all applicable countries complies with all applicable Laws, and (ii) ensuring that the collection, storage and use of Customer Information, as provided in the privacy policy for the Company Online Store, complies with all applicable Laws.

## 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 this Agreement 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. In addition, for purposes hereof, information regarding third party clients of Radial will be treated as Confidential Information of Radial. Each party will 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 this 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 or to enforce its rights hereunder. 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 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 SERVICE 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 covered 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 a Fulfillment Services Agreement will be set forth therein. Unless another initial term is set forth in an Order Form, the initial Term of an Order Form shall begin on the effective date or other start date specified in the Order Form and shall continue for one year. The Term of an Order Form shall automatically renew for successive one year terms unless either party provides the other with written notice of their election to not renew the Term at least sixty (60) days prior to the end of the then current term.

### 8.2 Termination for Monetary Default.

8.2.1 If the Company is in breach of the terms governing the payment of any fees or other amounts due hereunder to Radial (each, a “**Monetary Default**”), Radial may (i) upon five (5) Business Days prior written notice, cease performing any or all Services hereunder until Company cures the Monetary Default, and/or (ii) upon fifteen (15) days prior written notice, terminate this Agreement in the event the Monetary Default remains unpaid as of such termination effective date. Any such termination shall not be deemed to limit any other remedies available to Radial.

8.2.2 A Monetary Default shall be deemed to be cured upon payment of any fees or other amounts due hereunder, except that where there have been three (3) or more instances of Monetary Default, in addition to paying all fees or other amounts due hereunder, in order to cure such Monetary Default, Company must also (i) issue to Radial an Irrevocable Letter of Credit with a bank reasonably acceptable to Radial in an amount sufficient to cover six (6) months of estimated billings that provides for Radial to draw proceeds sufficient to cover current billings without any separate approval, or (ii) provide a cash deposit to Radial (to be held in an imprest fund) sufficient to cover six (6) months of estimated billings and which may be drawn on by Radial in its reasonable discretion to satisfy current billings as they come due. In no event will be Company receive the benefit of any performance related remedies based on Radial’s performance during any period of Monetary Default.

8.2.3 During any period that Radial is in physical possession of the Company’s inventory or other assets, Company acknowledges that Radial’s warehouseman’s lien covers storage, transportation, insurance, labor or other charges, present or future, in relation to the products, and for expenses necessary for the preservations of the

merchandise or reasonably incurred in their sale. In addition to other rights and remedies available to Radial, following termination for Monetary Default, Radial has the right, after reasonable notice to Company, to sell, or otherwise dispose of Company’s merchandise or other assets in any manner Radial may think fit to satisfy its lien.

### 8.3 Termination for Other Breach.

Either Party may terminate an Attachment or SOW if the other Party commits a material breach of its obligations thereunder and fails to remedy such breach within sixty (60) days of receipt of written notice from the nonbreaching Party describing in reasonable detail the breach and stating its intention to terminate the Agreement unless such breach is cured within the sixty (60) day cure period.

8.4 Effect of Termination. Upon the expiration or termination of the Agreement for any reason, (a) Radial’s obligations to provide the Services shall automatically terminate, (b) each Party shall be responsible for payment (including any fees and expenses) of any monies due to the other Party for any period prior to the effective date of any such expiration or termination (which, with respect to fulfillment Services may entail prepayment of estimated fees for the final month and transition effort) and Radial shall be entitled to hold all merchandise in its possession until all outstanding invoices, charges, expenses and fees due to Radial are paid in full, (c) except as set forth in the foregoing subsection (b) of this Section 8.4, each Party in receipt, possession or control of the other Party’s intellectual or proprietary property, information and materials (including any Confidential Information and IP Rights, as applicable) must return to the other Party, at the other Party’s expense, (or at the other Party’s written request, destroy) such property, information and materials, and such disposing Party will have no further rights thereto, and (d) with respect to fulfillment Services, the bills of lading (and attached packing list) shall be deemed to be the source of truth for merchandise sent by Radial to Company or its new provider and Company agrees to release Radial from all claims related to shrink arising due to allegations of receipt by Company or its new provider of merchandise not in line with the bills of lading (and attached packing list).

8.5 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 this Agreement.

## 9. LIMITATION OF LIABILITY AND WARRANTY

9.1 EXCLUSION OF INDIRECT DAMAGES. UNDER NO CIRCUMSTANCES WILL RADIAL 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.

9.2 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, FIFTY PERCENT (50%) OF THE TOTAL FEES PAID OR ACCRUED BY THE COMPANY TO RADIAL (EXCLUDING TRANSPORTATION FEES (IF APPLICABLE)) IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE ACTION; PROVIDED, HOWEVER, PAYMENT OBLIGATIONS FOR FEES OWED UNDER THIS AGREEMENT ARE NOT SUBJECT TO THE LIMITATION OF DAMAGES CONTAINED IN THIS SECTION 9.2.

9.3 APPLICABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION 9 (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.

9.4 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. 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.

10. 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 (if confirmed by such mailing), to the addresses indicated on the Service Terms. Notices to Radial shall be sent to the attention of the Legal Department.

11. 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.

12. ENTIRE AGREEMENT. These Standard Terms and the Service Terms 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 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.

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

14. AMENDMENT. No terms of this Agreement (these Standard Terms, and applicable Service Terms) may be amended without the written consent of both parties; provided that Radial may amend these Standard Terms from time to time by providing written notice to Company or by posting the amended terms on the Radial website. Prior to any renewal of the Agreement, Company agrees to request the current version of these Standard Terms or review the same as posted on the Radial website, and Company shall be deemed to have consented to such revised terms and such revised terms shall be effective upon the start of the next renewal Term.

15. 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. 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 unauthorized 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.



## Radial Data Processing Addendum

A. This Data Processing Addendum (the “**Addendum**”) shall be part of the Standard Terms between Radial and the Company.

B. The Parties are entering into this Addendum in order to comply with their respective obligations under Article 28 of the EU General Data Protection Regulation (EU)2016/679 (the “**GDPR**”) and the California Consumer Privacy Act of 2018 (“**CCPA**”) and any other applicable data protection, data privacy and data security laws governing the processing of Personal Data that may be effective on or after the date of this Addendum (together with the GDPR and CCPA, the “**Data Protection Laws**”).

1. This Addendum shall govern all processing of Personal Data by Radial to the extent Radial is acting as a “Processor” (under the GDPR) and/or “Service Provider” (under the CCPA) with respect to the “Personal Data” or “Personal Information” (as defined under the GDPR, the CCPA, and any other Data Protection Laws) provided to it by the Company in the course of it providing the services under this Agreement (“**Personal Data**”). The Company is a “Business” under the CCPA and “Controller” under the GDPR. This Addendum sets out the data processing obligations of Radial to the Company.
2. Radial shall be entitled to process Personal Data of “Data Subjects” (as defined in the GDPR) or “Consumers” (as defined in the CCPA) (together, “**Data Subjects**”) in connection with shipping, fulfilment and other services as provided in this Agreement. Such Personal Data may include name, email address, physical address, and phone number for the recipients and/or purchasers of goods.
3. Radial shall be entitled, with the Company’s general authorization, to use the sub-processors appointed as of the date of this Addendum and shall be permitted to replace any of them or engage new sub-processors to process any Personal Data. For any new sub-processors, Radial shall notify the Company of such new appointments, thereby giving the Company the right to object. If no objection is received within five business days of the notification, the Company is deemed to have consented specifically to the appointment. Radial shall at all times remain liable for the acts and omissions of the sub-processors with respect to the processing of the Personal Data.
4. Radial shall (and shall ensure that its sub-processors shall) with respect to any Personal Data processed in connection with this Agreement comply with Data Protection Laws as applicable to data processors, and Radial shall further:
  - a. process the Personal Data only on instructions of the Company and in accordance with the terms of this Addendum and this Agreement;
  - b. keep the Personal Data confidential;
  - c. taking into account the state of the art, costs of implementation and the nature, scope, context and purposes of processing, Radial shall implement appropriate technical and organizational measures necessary to ensure a level of security appropriate to the risks of processing;
  - d. not use, retain or disclose the Personal Data obtained as a result of this Agreement other than for the purposes of providing the Services in this Agreement (except where permitted by the Data Protection Laws);
  - e. not sell Personal Data to any other business or third party for monetary or other valuable consideration;

- f. notify the Company without undue delay on becoming aware of a personal data breach as defined under applicable Data Protection Laws;
  - g. taking into account the nature of the processing, implement appropriate technical and organizational measures, so far as possible and at the Company's cost, to provide reasonable assistance with requests of the Company to fulfil its obligations to respond to rights requests from Data Subjects and with requests of the Company to comply with its obligations to keep the Personal Data secure, the notification and/or communication of a Personal Data breach and implementing data protection impact assessments;
  - h. promptly notify Company of any rights request received by a Data Subject or if Service Provider becomes aware of any Personal Data breach involving Company; and
  - i. allow the Company, and at the Company's costs, the right to audit its processing operations, systems and/or facilities where reasonably required by the Company to assess Radial's compliance with this Addendum and upon the agreed appointment of an auditor (at the Company's costs) or, at the Company's option, co-operate with reasonable requests of the Company for information to demonstrate Radial's compliance with this Addendum.
5. Following the termination of this Agreement, Radial shall return all copies of the Personal Data to the Company or, at the Company's specific and written request, delete or deidentify all copies of the Personal Data subject to applicable legal obligations of Radial to retain any such documents containing Personal Data and Radial data retention policies.
  6. Company acknowledges that Radial will process Personal Data in the United States. Radial may further transfer Personal Data outside the European Economic Area or United Kingdom without the prior written consent of the Company where a permitted derogation or safeguard under the GDPR applies, such as execution of a Standard Contractual Clause agreement (defined below) with such Transferee.
  7. To the extent required by GDPR, the parties hereby incorporate into this Addendum and agree to be bound by the applicable "Standard Contractual Clauses" adopted by the European Commission for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, and also a substantially similar version of the Standard Contractual Clauses implemented by the United Kingdom following its exit from the European Economic Area. In the event the Standard Contractual Clauses are amended, such amended version shall automatically be incorporated into the Addendum, following any allowed implementation grace period.
  8. The obligations of Radial obligations under this Addendum shall survive the termination of this Agreement and the completion of all services subject thereto so long as and to the extent Radial is processing such Personal Data.
  9. To the extent a Data Protection Laws uses different terms to describe Personal Data, Data Subjects, Process or other terms, such terms herein shall be amended or modified as necessary to give effect to such Data Protection Laws, assuming the substitution of defined terms and all necessary changes being made and differences taken into consideration.