BY CLICKING "ACCEPT" OR SIGNING THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THESE TERMS OF SERVICE ("TERMS") ON BEHALF OF YOUR COMPANY (YOUR "STORE"), AND THAT YOU HAVE THE AUTHORITY TO BIND YOUR STORE.

1.	**G9 Services**. G9 shall make available to You a range of services (each, a "Service") which you may elect to enroll with or subscribe to. Subscription or enrollment to some Services will be pursuant to a separate G9 service agreement. The Services, including but not limited to, software, interfaces, G9 integration specifications and G9 data feed formats belong to G9.

2.	**These Terms of Service**. The Terms of Service in this document govern G9's and Your rights and obligations regarding access to the Services. You must agree to these terms to be provided access and use of the Services and your use of G9's Services shall constitute your acceptance of these terms. G9 may change the terms at any time, with the most current terms to be posted on our web site. Your continued use of the G9 services thereafter constitutes your acceptance of the updated terms.

3.	**Retail Data**. Integral to the Services is G9's ability to automatically, electronically, and at least daily, collect Your Retail Data through posUplink, G9's technology platform. "Retail Data" means item sale transaction date and time, Store identification, brand, model, manufacturer's stock keeping unit or item number ("SKU"), Store item number, POS assigned, item number, item sale price, uniform product code ("UPC"), product department (including all levels if more than one, item description, total transaction price (amount paid by the customers less tax), total cost (the amount the store paid for the item), number of units sold, and inventory on hand and non-cardholder shopper information.

4.	**Retail Data Transfer via Self Service Data Upload**. You permit G9 to download G9's software application ("posUplink_SS") on the computers where your Store's point-of-sale software system ("POS") resides. posUplink_SS's sole functionality is to gain read-only access to the POS, query the POS database or the Retail Data, and securely transmit the Retail Data to G9's servers.

5.	**Retail Data Transfer via Data Retrieval from a Cloud POS.** If your Store uses a POS that either (i) is hosted by a third-party ("Hosted POS Provider"), or (ii) uses a back-up service provided by a third-party that stores an image of the Data on a hosted storage device not within the premise of your Store ("Hosted POS Backup Provider"), you hereby grant G9 to retrieve Your Retail Data from either the Hosted POS Provider or the Hosted POS Backup Provider, as the case may be.

6.	**Retail Data Transfer through a Supported Integration**. If you do not have a supported POS or choose to develop the Retail Data files, then you shall be using posUplink_FS. You shall be provided a reporting format specification document from G9, and you are required to place the Retail Data in the required format at the prescribed times provided by G9. You will need to download posUplink_FS onto your preferred computer environment. posUplink_FS does not query your POS or system data base; it collects the Retail Data you generated from a designated folder.

7.	**Retail Data Transfer using a Data Push.** If you do not have a supported POS or choose to develop the Retail Data files and do not want to use posUplink_FS, then you shall be required to develop the Retail Data files according to the reporting format specification document from G9 and post the Retail Data files securely via file transfer protocol to a designated location on G9's hosted servers.

8.	**Consent for posUplink Auto Update.** posUplink contains an update feature that will periodically checks for newer versions of posUplink and obtains the appropriate update and automatically installs them. The auto update facility will send to G9 Your computer environment details, including type and version of operating system, browser type and version, and version of posUplink.

9.	**Permission to Send Retail Data to Third-Party Services**. You hereby permit G9 to share certain of your Retail Data with third-party services whereby either (a) you have a service agreement with which authorizes G9 to share your Retail Data with such service provider or (b) you have accepted terms of use with a third-party in which you give G9 permission to share your Retail Data with this third-party service provider. The portion of Your Retail Data that G9 will transmit to the third-party service provide shall be specified in the service agreement or terms of use of that third-party provider.

10.	**Data Security and Confidentiality**. G9 will use commercially reasonable efforts and will use industry standard procedures to protect the security and confidentiality of your Retail Data. If G9 is compelled pursuant to a legal proceeding or otherwise required by law to disclose your Retail Data, then before any such disclosure G9 will promptly notify you so you may seek a protective order or other appropriate remedy and/or waive compliance with these terms. In that case, only that portion of your Retail Data that is legally required to be disclosed will be disclosed. You acknowledge that, notwithstanding any security precautions that G9 implements, the use of or connection to the Internet by your computer or POS provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to your POS. Accordingly, G9 cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

11.   **License**. Subject to the restrictions and confidentiality provisions set forth in these Terms of Service, you grant G9 a non-exclusive, unlimited, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, sub-licensable, and transferable right and license to transmit, upload, cache, host, route, store, excerpt, analyze, and create algorithms from use, reproduce, process, modify, make derivative works of, commercialize and distribute the Retail Data in any manner, and combine the Retail Data with other data and information. You also permit G9 to announce your Store's participation in G9's network and grant G9 the right and license to use your Store name, branding, trademarks and logos in G9's marketing materials.

12.   **Online Advertising of Store Items - Display of Inventory Availability.** You hereby grant to G9 the right to publish and publicly display your Store's inventory data and make it available on G9's web sites ("Web Sites"), any other web sites, mobile apps or other media known now or in the future. You shall be solely responsible for ensuring that the inventory data is current, complete and accurate, including item UPC and/or the item's manufacturer's part number. G9 specifically disclaims any warranty regarding the quantity, rank, location and prominence of the inventory data anywhere on the Web Sites. G9 reserves the right to determine whether and where the product data will be displayed in response to any given search. G9 may elect to not display inventory data (or any portion thereof), or any of Your products, in its sole discretion. Additionally, G9 reserves the right to remove any inventory data from, with or without notice to You, if, in its sole opinion, such inventory data (i) conflicts with or is in breach of this Agreement or (ii) the nature or quality of the inventory data or underlying product is inconsistent with G9's mission or standards.

13.   **Vendor-Link Service**. You hereby grant G9 permission to share Identifiable Data with a Permitted Supplier, provided that G9 may only share Identifiable Data that is Permitted Supplier Products to a Permitted Supplier. G9 shall not share Identifiable Data with any other supplier, retailer or any other third party. For clarification purposes, a Permitted Supplier will have access to your Store's Identifiable Information that is only associated with that Permitted Supplier's products sold in your Store; a Permitted Supplier will not have access to your Store's Identifiable Information associated with products of any other suppliers. G9 may use and disclose Unidentifiable Data to any party for any purpose, including without limitation, market share and trend analysis, Store performance metrics, and other purposes, whether standalone or combined with other data and information. Definitions. "Identifiable Data" is Retail Data that is identifiable to your Store. "Unidentifiable Data" is Data that is unidentifiable to your Store because the elements that make the Data identifiable (for example: Store name, number or address) have been removed, encrypted, concealed or combined with other data elements to make the Data unidentifiable. A "Permitted Supplier" is a manufacturer, supplier or distributor whose products your Store purchases and sells ("Permitted Supplier Products").

14.   **Representations and Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, G9'S SOFTWARE IS PROVIDED "AS IS" AND G9 AND EACH OF ITS LICENSORS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR G9's COLLECTION OF DATA, THE PERFORMANCE OF ANY SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS OR SUFFICIENCY FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE.

15.   **Your Representation about the Retail Data**. You represent and warrant that you have the necessary right and authority to provide the Retail Data to G9. You agree not to falsify, tamper or manipulate the Retail Data or make it inaccurate, misrepresent the underlying facts, or misleading in any way. You acknowledge that G9, your suppliers and G9's customers will rely on the accuracy and completeness of your Retail Data, and you agree to indemnify G9 against any claims or losses incurred by G9 resulting from falsified Retail Data.

16.   **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, G9 SHALL NOT BE LIABLE TO YOU OR YOUR STORE, ANY SUPPLIER, OR ANY OTHER INDIVIDUAL OR ENTITY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, IN ANY WAY ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. This limitation of liability includes, without limitation, any malfunction of your Store's POS or other equipment, corruption of the POS database, breach of G9's data security measures and misuse of your Data by suppliers and G9's vendors.

17.   **General Provisions**. These Terms shall inure to the benefit of and be binding on the parties and their respective successors and assigns. Each party is independent of the other, and nothing contained in these Terms shall be deemed or construed to create any partnership, joint venture, agency, fiduciary or other similar relationship. These Terms are made solely and specifically between and for the benefit of Store and G9, and no other person or entity shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of these Terms as a third party beneficiary or otherwise (including without limitation, suppliers). Nothing in these Terms shall affect any agreements or terms between Store and its suppliers, and G9 accepts no responsibility for maintaining or enforcing any such agreements or terms. If a dispute arises between you and G9, both parties agree to use their good faith efforts to resolve the dispute as quickly as possible through negotiation, including if necessary, meetings between the executives of each party. If the dispute is not resolved within thirty (30) days after the initial meeting to resolve the dispute, then before resorting to litigation, arbitration or some other dispute resolution procedure, the parties agree first to try in good

faith to resolve the dispute through mediation administered by the America Arbitration Association under its Commercial Mediation Procedures, in Santa Clara County, California, and to share the cost of mediation equally. If the parties cannot resolve the dispute through mediation, each party consents to litigation and trial without a jury in the United States District Court for the Northern District of California and/or the appropriate California state court in Santa Clara County. These Terms shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles. If any provision(s) or portion(s) of these Terms is determined to be invalid or unenforceable, the other provisions will remain in full force and effect and the parties agree to promptly substitute, for the invalid or unenforceable provision(s), new provision(s) which are enforceable and which most closely approximate the intent and economic effect of the invalid provision(s). G9 may modify these Terms at any time; provided, however, if G9 modifies these Terms, G9 will provide Store with an opportunity to accept the modified Terms. These Terms contain the complete understanding between the parties regarding its subject matter, superseding and merging all prior or contemporaneous oral or written inducements, course of dealing, communications, conditions, representations, warranties or agreements relating thereto.