AUCTANE TECHNICAL INTEGRATION PROGRAM

This Auctane Technical Integration Program (this "**Program Exhibit**") is entered into between the applicable Auctane Contracting Entity ("**Auctane**") and Company, each individually referred to as a "**Party**" and collectively as the "**Parties**". "**Company**" means in the case of an individual accepting this Program Exhibit on his or her own behalf, such individual, or in the case of an individual accepting this Program Exhibit on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Program Exhibit. This Program Exhibit is governed by the terms of the Main Services Agreement ,n7,n7,n7,n7,n7

"Customers" means Auctane's and its Affiliates' customers and partners that use the Auctane Products and their respective end-users.

"Initial Approval Date" means the date an Integration is first approved by Auctane hereunder for implementation in a production environment.

"Integration" means integration of the Company Services with the Auctane Products using ShipEngine Connect.

"Non-Auctane Application" means a web-based, mobile, offline, or other software application functionality that is provided by Company or a third party and interoperates with an Auctane Product.

"ShipEngine Connect" means a collection of documentation, tools, guidelines and instructions available at https://connect.shipengine.com that enables developers to build software applications that are integrated with the Auctane Products.

"Third-Party Content" means information obtained by Auctane or its Affiliates from publicly available sources or its third-party content providers and made available to Company through the Auctane Products.

2.   API ACCESS; LICENSE

2.1   Company Access of Auctane APIs.

3. **DEVELOPMENT AND MAINTENANCE**

3.1   Company Responsibility for Development and Maintenance of the Integration.

(a)   Company shall devote such resources and undertake such development work as may be necessary to integrate the Company Services with the Auctane Products using ShipEngine Connect within sixty (60) days of the Program Effective Date, including the development of written documentation regarding the functionality and other relevant aspects of the Integration. Company shall continue to support the Integration to ensure the continued efficacy of the Integration.

(b)   Upon completion of an Integration, Company shall submit the Integration to Auctane to verify and validate for quality assurance purposes. Auctane will review each Integration with reasonable cooperation and assistance from Company. Auctane will determine, in its sole discretion, whether to approve or reject any Integration. After the Initial Approval Date, Company shall submit any modifications to the Integration to Auctane for review and approval. Company represents and warrants that (a) the Integration will perform materially in accordance with the standards set forth in the Auctane Documentation and in accordance with the version of the Integration in effect on the Initial Approval Date; and (b) it will not materially decrease the overall features and functionalities of any Integration, as compared to the version of the Integration in effect on the Initial Approval Date. Company agrees to integrate to the most current release of the Auctane APIs within sixty (60) days of general availability of such release.

(c)   Auctane may conduct periodic security evaluations of the Integration, which may include a qualitative assessment involving review of a questionnaire completed by Company, an interview with appropriate Company personnel, and/or security testing. Auctane conducts such security reviews for its own benefit and Company may not rely on, publicly disclose, or promote an Integration's successful passage of such security review. Auctane may conduct such testing itself or through a third party. Auctane will provide reasonable notice to Company before starting such testing. Auctane will cooperate reasonably with Company to mitigate the effects of such testing on Company's business

otherwise) related to or arising from a violation of Company's terms and conditions of service or carriage by a Customer or any other act or omission of a Customer (collectively, "**Company Claims**