

# PHOTO-FINISHING SERVICES AGREEMENT

## RECITALS

**WHEREAS**, Walgreen provides various photo-finishing services to the public at certain retail stores it operates in various geographic locations throughout the United States (“Stores”), which include producing photographic prints from digital images more specifically described on Schedule 1, as may be modified by Walgreen from time to time (“Photo-Finishing Services”); and

**WHEREAS**, Developer is the developer and owner of a certain software application (“Application”) which Developer makes available to end users (“End Users”); and

**WHEREAS**, Developer and Walgreen desire to incorporate into the Application the ability of an End User to order Photo Finishing Services through the Application for fulfillment by Walgreen.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the above recitals and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

## TERMS AND CONDITIONS

### **1. Photo-finishing Services.**

**1.1 Processing.** Walgreen agrees to make available to End Users via the Applications created by Third Party Developers the Photo-Finishing Services specified in Schedule 1 attached hereto, as may be updated from time to time, in accordance with the terms and conditions of this Agreement (“Services”).

**1.2 Price.** Walgreen shall set retail pricing of the Photo Finishing Services in its sole discretion, which Walgreen may update from time to time. Walgreen shall provide timely notice to Developer of pricing (“SRP”) for each of the Photo Finishing Services specified in Schedule 1, and any updates in the SRP or as otherwise related to the Photo Finishing Services.

**1.3 Billing.** Walgreen will collect payment from End Users for all Photo Finishing Services. Walgreen agrees to remit fees to Developer on a monthly basis in accordance with Schedule 1. Developer shall not and shall have no responsibility for billing or collecting any fees for the Photo Finishing Services from any End User.

**1.4 Returns.** Upon receipt of notification and request from an End User, Walgreen agrees to reprint prints returned by said End User to Walgreen as unsatisfactory, which reprints will be done at no additional cost in accordance the service level obligations in Schedule 2, or, if Walgreen determines appropriate, Walgreen will refund the price paid for the print to said End User in lieu of issuing reprints.

**1.5 Support.** Walgreen shall manage all order or customer-related requests and complaints at Stores. Walgreen shall have no responsibility for customer service support as related to the Application. Developer shall manage all customer service and support issues relating to the Application. Developer shall perform its obligations and provide support pursuant to and in accordance with Section 4.6 and the service level obligations in Schedule 2 and requirements in the Walgreen Developer Program and Portal & API License Agreement.

**1.6 Reporting.** Walgreen’s partner portal (www.walgreens-partners.com) will provide reports to Developer regarding orders received by the Stores from End Users.

**1.7 Policy.** Use of the Services by Developer and End Users must be in compliance with the Customer Policy Compliance provisions in Schedule 2 and Developer's policies, which shall be consistent with Walgreen's policies, procedures, terms, and conditions, as set forth by Walgreen for its own customers within the Walgreens Developer Program and Portal & API License Agreement, which is published on Walgreen's website at <https://developer.walgreens.com> and may be updated from time to time. Notwithstanding anything to the contrary in this Agreement, Developer shall not provide any third party an API key from Walgreen without Walgreen's consent, which consent may be granted or denied in Walgreen's sole discretion.

**1.8 Fraud Prevention and Compliance.** Developer will take all reasonable measures not to use and to require (through terms of service or otherwise) End Users not to: (a) place or allow the placement of fraudulent orders with Walgreen; (b) supply or allow the supplying of illegal, immoral, obscene, harmful, or unlawful images to Walgreen; (c) violate or infringe or allow the violation or infringement of any other party's proprietary rights, including without limitation copyright; or (d) intentionally disrupting the resources, computer systems, or computer networks of Walgreen.

**1.9 Abandonment of Orders.** If the percentage of fraudulent or abandoned orders (those orders not retrieved by End User within thirty (30) days of placement) placed by End Users exceeds one and one half percent (1.5%) of all orders sent from the Application during the current reporting period, Walgreen may suspend and continue to have the right to suspend performance of the Services solely as they relate to such Application until the Developer has implemented a satisfactory resolution of the problem or until such time as the parties are able to satisfactorily agree how to address the problem.

## **2. Term, Termination, and Effect of Termination.**

**2.1 Term.** This Agreement shall be for a term of one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew on an annual basis unless either party provides the other with written notification of termination at least thirty (30) days before expiration of the then current Term.

**2.2 Termination.** This Agreement may be terminated at any time without cause by Walgreen, but not by Developer, with thirty (30) days prior written notice. This Agreement may also be immediately terminated by either party in the event of the following:

(a) **Breaches.** The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten business (10) days after receipt of written notice.

(b) **Assigns.** The other party attempts to assign or otherwise transfer its rights, obligations, or duties otherwise as permitted under this Agreement.

(c) **Insolvency.** The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

**2.3 Effect of Termination.** Upon termination, there is nothing due from Walgreen to Developer beyond any outstanding fees due to Developer, and both parties are relieved of any further obligations contained in this Agreement except for those that by their nature survive or may require performance after termination (e.g., indemnity).

**3. RESERVED**

**4. Obligations and Undertakings of the Parties.**

**4.1 Marketing.**

(a) Walgreen shall be responsible for setting prices and developing promotions of photos printed through Walgreen. Developer will provide information to End Users describing the Photo-Finishing Services available at Walgreen's Stores. Each party shall pay for their respective promotions and shall mutually agree on the placement of co-branding initiatives and introductory promotions announcing the business relationship of the parties.

(b) Subject to the provisions of Paragraph 6.2 below, Walgreen shall have a non-exclusive, royalty-free right and license to use the Developer's logo, trademark and trade name ("Developer Marks") for the sole purpose of marketing the Services.

(c) Subject to the provisions of Paragraph 6.2 below, Developer shall have a limited non-exclusive, royalty-free right and license to use the Walgreen logo, trademark and trade name, as provided by Walgreen, for the sole purpose of marketing the Services on the Application, provided that such use shall be in accordance with the specific requirements for use and placement of the Walgreen logo on the Application as set forth in the Walgreens Developer Program and Portal & API License Agreement.

**4.2 Integration Fees.** Each party shall be responsible for its costs of developing and testing integration efforts, such integration shall include by way of illustration and not limitation, the checkout process development. Walgreen will provide Features to allow Developer to integrate with Walgreen Stores for purposes of providing the Services. All such Features shall be afforded Confidential Information protection and shall at all times remain the property of Walgreen. Each party must test all development and integration efforts with the other party in advance of implementation. Walgreen shall have the right to review and reject any proposed change in the checkout process by the Developer (including email notification) which adversely affects Walgreen's business operations.

**4.3 RESERVED**

**4.4 RESERVED**

**4.5 RESERVED**

**4.6 Customer Support.** Walgreen will be solely responsible for all End User inquiries and issues at Store and mail-order levels. Developer will provide technical support to Walgreen and its representatives in resolving any technical or other issues relating to Walgreen's fulfillment of customer orders within 24 hours maximum by Developer's customer service personnel. Developer will provide resolution of customer e-mail queries and status updates in a timely manner. If at any time during the term, Walgreen experiences an unusual number of customer complaints relating to the Application, Walgreen shall give notice to Developer regarding the situation; if the problem is related to the Application or any other activity for which Developer is responsible under this agreement and if Developer cannot remedy the problem within a commercially reasonable time after notice from Walgreen, Walgreen may suspend or delay the Services pending resolution of the underlying source of such complaints.

**4.7 Technical Support.** Developer shall provide Walgreen with technical support and monitoring of its obligations as set forth in the Service Level Obligations as set forth in Schedule 2 attached hereto.

## **5. Trademark Licenses.**

Walgreen hereby grants to Developer a limited, nontransferable, non-exclusive license to use the trademarks, service marks, trade names, logos, insignia, or other appropriate marks and slogans of Walgreen as may be approved by Walgreen (collectively the “Walgreen Marks”) in connection with the advertising and promotion of the Services during the term of this Agreement, provided, however, that any such use shall be subject to Walgreen’s prior written approval in each instance. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the Walgreen Marks owned or used by Walgreen or its subsidiaries or agents is or is intended to be given or transferred to or acquired by Developer by the execution, performance or non-performance of this Agreement or any part thereof. Developer agrees that at no time during the term of this Agreement or thereafter shall it contest or deny the validity of, or the right or title of Walgreen or its subsidiaries or agents in or to the Walgreen Marks. Developer will be solely responsible for all payments due and owed to all trademark and copyright holders (or its agents) and any other parties responsible for collecting fees related to underlying rights in the Developer Application.

## **6. Confidentiality and Use of Intellectual Property Rights.**

**6.1** Each party acknowledges and agrees that all Confidential Information provided to or obtained by one party from the other party in the course of or in connection with the performance of this Agreement shall be maintained and protected in the same manner that such party protects its own Confidential Information and shall not be utilized by the other party other than in connection with the performance of the party’s respective obligations hereunder. The foregoing shall not apply to any information that is known by the receiving party at the time of its disclosure, becomes publicly known through no wrongful act of the receiving party, or is received or developed independently of the disclosure by the other party. The Confidential Information shall include, among other things, the terms of this Agreement, the number of prints processed by Walgreen in connection with or related to the Application, any information designated by either party as Confidential Information and any personally identifiable information of an End User (including, without limitation, an End User’s name, address, credit card number and any photos, regardless of file format, uploaded by an End User). For the purposes of this Agreement, “Confidential Information” shall be defined any information or data provided by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) during the course of performance of this Agreement, including but not limited to: (1) the fact that Confidential Information has been disclosed to a Receiving Party; (2) the existence of or terms and conditions of this Agreement; and (3) the Disclosing Party’s non-public business plans and objectives, financial projections, marketing plans, strategies, forecasts, unpublished financial information, budgets, projections, customer and supplier identities, characteristics and agreements, marketing materials, logos, and designs, and technical data, patents, trademarks, service marks, trade names, trade dress, copyrights (and pending applications for any such patents, trademarks, service marks and copyrights), technology, inventions, processes, computer programs, software, source codes, architectures and structures, development tools and instructions, templates, and other trade secrets, intangible assets, and industrial or proprietary property rights that may or may not be related to the Disclosing Party’s business, as well as all documentation, media, and other tangible embodiment of or relating to any of the foregoing and all proprietary rights therein of the Disclosing Party.

**6.2** Other than as expressly provided herein, nothing in this Agreement shall grant either party any interest in or to the trademarks, trade names, copyrights, trade secrets, patents or other intellectual property of the other party. All rights in each party’s respective trademarks, trade names,

copyrights, trade secrets, patents or other intellectual property right shall at all times during the term of this Agreement and thereafter be and remain the sole property of the party owning an interest in such intellectual property. Neither party shall utilize the other's intellectual property rights, except as specifically authorized in writing or hereunder.

**6.3** Developer and Walgreen acknowledge that each party will continue to own all intellectual property and other rights related to its business processes, practices, novel and proprietary inventions and trade secrets, which it may develop independently of the other party. Walgreen further acknowledges that the customer information obtained from Developer as part of the Services is the sole and exclusive proprietary information of Developer and shall be deemed confidential proprietary information for the purposes of this Agreement.

## **7. Disclaimers**

**7.1 Representations and Warranties.** Developer represents and warrants that:

(a) It is the true and lawful owner (or otherwise has a legal right to license to Walgreen on the terms set out herein) of the Application and Developer's services licensed hereunder and that it has clear title to the Application, or has obtained and currently holds valid and sufficient rights to license the Application and Developer services to Walgreen herein and to convey all other rights and licenses granted to Walgreen under this Agreement, including any third party intellectual property rights;

(b) To the best of its knowledge, there are no unresolved claims, demands or pending litigation, relating to Intellectual Property Rights in any part of the Application and Developer services;

(c) That it has used commercially-reasonable, industry standards to ensure that the Application and services do not contain any illicit, obscene, or inappropriate subject matter; viruses, worms, Trojan horses, time bombs, or other routines that may negatively impact the operation of any wireless or other devices or damage, interfere with, intercept, or expropriate any system data or personal information. If illicit code is discovered, Developer will as soon as practicable provide at its sole cost Application, and services without illicit code.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THE AMOUNT OF SALES OR PRODUCT FEES THAT MAY BE GENERATED HEREUNDER; AND ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

**7.3 Limitation of Liability.** EXCEPT FOR BREACHES IN RESPECT OF CONFIDENTIALITY OBLIGATIONS, AND INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, NEITHER PARTY, NOR SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR DEVELOPERS, SHALL BE LIABLE TO THE OTHER PARTY HERETO OR THEIR RESPECTIVE CUSTOMERS FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS OR EXPENSES, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING FROM A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, OR THE USE, MARKETING, SALE OR DISTRIBUTION OF ANY PRODUCTS OR SERVICES HEREUNDER, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF EITHER

PARTY HERETO FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER FORM OF ACTION, EXCEED THE AMOUNT OF FEES PAID HEREUNDER BY WALGREEN DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

## **8. Indemnity**

**8.1** Developer shall indemnify, defend, and hold harmless Walgreen and its respective directors, officers, employees, agents, third-party vendors and subcontractors (collectively, "Indemnitees") from and against any and all third party claims, losses, damages, suits, fees, judgments, penalties, costs and expenses (collectively referred to as "Claims"), including reasonable attorneys' fees and expenses incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with the negligence, willful misconduct, or breach of any representation, warranty, or other obligation under this Agreement. Developer shall also indemnify, defend, and hold harmless Walgreen from and against any and all Claims that Walgreen may suffer or incur arising out of or in connection with copyright infringement claims solely related to any intellectual property owned or licensed by Developer ("Developer IP") and solely to the extent that such Claims do not arise out of or relate to Walgreen's modification of the Developer IP.

**8.2** Walgreen shall indemnify, defend, and hold harmless Developer and its Indemnitees from and against any and all Claims, including reasonable attorneys' fees and expenses incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with Walgreen's negligence, willful misconduct, or breach of any obligation under this Agreement.

**8.3** Each party (the "Indemnified Party") agrees to timely advise the other party (the "Indemnifying Party") of any suit, claim, or proceeding, and to reasonably cooperate in the defense or settlement of such suit, claim, or proceeding, which the Indemnifying Party may have sole control thereof, provided that the Indemnifying Party shall not enter into any settlement agreement or otherwise agree to the entry of any order or judgment that requires the Indemnifying Party to take any specific action, admit liability or pay any sum of money out of its own resources, or otherwise adversely impacts the Indemnified Party, without the Indemnified Party's prior written approval, and provided further, that the Indemnified Party has the right, but not the obligation, to participate in the defense of any such claim through counsel of its own choosing.

## **9. RESERVED**

## **10. Miscellaneous**

**10.1 Compliance.** The parties shall at all times comply with all applicable laws, rules, ordinances and regulations and all policies (including but not limited to trademark usage policies) applicable to this Agreement or to the performance thereof. In addition, Developer shall comply with all applicable laws, rules, ordinances and regulations in connection with the Application. Without limiting the foregoing, Developer will be obligated to abide by and accept any and all terms of use or policies required by Walgreen as may be posted on <https://developer.walgreens.com> in connection with the Services and any other Photofinishing Services provided by Walgreen. Developer and Walgreen shall have the right to immediately terminate this Agreement in the event Developer violates or fails to comply with (a) governmental laws and regulations affecting this Agreement or a party's obligations hereunder; or (b) any terms of use or policies of Walgreen. In the event of any termination resulting from a failure to comply with applicable law, Developer shall reimburse any and all fees and penalties assessed by the applicable governmental agency against Walgreen as a result of such violation or failure to comply. Each of the parties hereto agrees to execute such further instruments and assurances or provide such other documents as may be reasonably necessary to effectuate the purposes of this Agreement.

**10.2 Force Majeure.** Neither party will be liable for any failure or delay in performing its obligations under this Agreement to the extent that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials.

**10.3 Cost and Expenses.** The parties hereto shall each bear their own costs and expenses (including consultants, attorneys and accountants) incurred in connection with the transactions and agreements as provided in this Agreement.

**10.4 Contact Addresses and Notices.** Each party shall provide the other with appropriate contact information, with timely updates of any changes. Prior to payment by Walgreen, Developer must provide Commission Junction with a complete W9. Commission Junction will send a completed W9 and such other information required by Walgreen for payment via email to: [taxemption@walgreens.com](mailto:taxemption@walgreens.com) or to the following address:

To Walgreen: Walgreen Co.  
Danville Accounting Office,  
1901 E. Voorhees, MS# 685  
Danville, IL 61834

Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and transmitted by personal delivery, by nationally recognized overnight carrier or by registered or certified mail, return receipt requested and first-class postage prepaid as follows. Notices to Developer shall be sent to the email address provided by the Developer via their user account profile on the Walgreens Developer Portal or by posting an updated product listing on the Walgreen Developer Portal. Notices to Walgreen shall be sent to the following:

To Walgreen: Walgreen Co.  
e-Commerce Department  
104 Wilmot Road, MS#1458  
Deerfield, Illinois 60015  
Attention: Director and GMM, Online Photo

With copy to: Walgreen Co.  
104 Wilmot Road, MS #1425  
Deerfield, Illinois 60015  
Attention: Commercial Transactions Law

**10.5 Dispute Resolution.** Unless otherwise agreed by the parties, any claim, controversy or other dispute between the parties relating to this Agreement will, before the filing of any legal action, be submitted to two senior executives representing Walgreen and Developer, respectively. These executives will promptly meet to explore all possible ways of resolving the dispute amicably. Any resolution upon which these executives may agree in writing will be final and binding on the parties. If the executives do not resolve the dispute within sixty (60) days after the initial request for an executive meeting, the parties shall have the right to seek legal or equitable remedies. Notwithstanding anything contained herein, Walgreen shall have no obligation to pay a disputed amount until resolution of the dispute. The existence of a good faith dispute shall not constitute valid ground for non-performance hereunder, except only as to the payment of the amount in dispute.

**10.6 Independent Contractor.** Developer is an independent contractor in the performance of this Agreement, and nothing contained in this Agreement may be construed to create or constitute a joint

venture, partnership, agency, franchise, lease, or any other arrangement other than as expressly granted in this Agreement. Each party shall exercise control over its own employees, agents, representatives, subcontractors, and suppliers and is solely responsible for the verification of identity and employment eligibility, for the payment of any wages, salaries, or other remuneration of its employees, agents, representatives, subcontractors, and suppliers, and for the payment of any payroll taxes, contributions for unemployment or workers compensation, social security, pensions, or annuities that are imposed as a result of the employment of its employees, agents, representatives, subcontractors and suppliers. Developer may not pledge credit, incur any obligation or liability, hire any employee, nor purchase any merchandise or services in the name of Walgreen or any subsidiary or Developer thereof.

**10.7 Assignment.** Neither party may assign, delegate, sub-contract or otherwise transfer this Agreement or any of its rights or obligations without the other party's prior approval, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Developer may assign or otherwise transfer this Agreement with Walgreen's consent (not to be unreasonably withheld) in connection with any merger, acquisition, reorganization or sale of all or substantially all of its assets to which this Agreement relates.

**10.8 Benefit and Burden.** All terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

**10.9 Non-Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

**10.10 Severability; Invalidity.** The severability, invalidity or unenforceability of any provision herein shall not impair the validity or enforceability of the obligations of any party hereunder.

**10.11 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law rules.

**10.12 Publicity.** Neither party will issue a press release, advertisement or public statement concerning the existence of this Agreement, its contents or the transactions contemplated by it without the express written consent of the other for each such event.

**10.13 Execution, Counterparts.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the party he/she represents. This Agreement may be executed in multiple counterparts. Each counterpart shall be an original, but altogether shall constitute one and the same instrument.

**10.14 Entire Agreement.** This Agreement, together with all schedules and exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statement or inducement with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.



## **SCHEDULE 1**

### **PHOTO FINISHING SERVICES**

Walgreen will offer the following Photo-Finishing Services at Stores, as new products come available Walgreen will notify by emailing Developer at the address provided with Developer Portal account profile or by posting an updated product listing on the Walgreen Developer Portal (<https://developer.walgreens.com>):

- Single Image Prints in the following sizes: 4x4, 4x6, 4X5.3, 5x7, 8x10, and wallet size.
- Collage/Multi Image Prints in the following sizes: 4x4, 4x6, 4X5.3, 5x7, 8x8, and 8x10.
- Cards in the following sizes: 4x8 flat photo cards, 5x7 flat photo cards, and 5x7 folded cards
- Books in the following size: 8.5 x 11 (Option of linen and leather cover in black)
- Calendar in the following sizes: 8.5 x 11
- Posters, Board Prints, Banners in the following sizes: 11x14, 16x20, 20x30, 24x36, 24x72, 24x96
- Canvas and Canvas with Frames in the following sizes: 11x14, 12x12, 16x20

Borders and templates if pre-rendered and formatted in all sizes.

Processing:

- Orders will be processed in accordance with Service Level Obligations and Technical Support and Functionality Features as detailed in the Agreement or attachments thereto, subject to Developer's obligations under the Agreement and End User compliance with applicable policies and procedures.
- Walgreen reserves the right to review the content of any order after receipt from the Developer to examine for compliance with applicable Walgreen policies. Walgreen may in its sole discretion refuse to produce any order based on content. Walgreen will follow its standard reporting procedures and processes for Developer notification.
- Walgreen will be responsible for sending transactional emails to customers (status updates, etc.) at a minimum as follows: (a) order confirmation email once the order is submitted, and (b) order ready email once the order is printed at the store selected. Transactional emails will contain the Vendor Name (of the Application) within the body of the email message.
- Walgreen will manage transactions and communications with End Users at the Stores.

## **FEES**

Fees due to Developer will be based on orders submitted from Developer's Application after pick up and paid for by End Users at Stores within thirty (30) days of placement ("Processed Orders"). No fees shall be due to Developer for any customer orders fulfilled by Walgreen in any manner other than as a Processed Order as specifically set forth herein.

Walgreens will provide Developer with a revenue share percentage of the price paid by End Users for Processed Orders. Developer can view the revenue share percentage rate at any time on the Walgreens Partner Portal (<http://www.walgreens-partners.com>) by navigating to the Program Terms located within the Administrative Sections of the Account profile.

Payments will be aggregated on a calendar month basis and sent within forty-five (45) days of the end of each such month.

(a) For purposes of providing payment of fees due by Walgreen to the Developer:

(i) Commission Junction will pay Developer commissions based on orders sold and paid for from Developer's Application on behalf of Walgreen ("Partner Tracking Services");

(ii) Commission Junction will process payouts to the Developer on Commission Junction-branded checks or by direct deposit, and provide an IRS-form 1099 or the like, if applicable (provided Developer has submitted a complete and accurate W-9 to Commission Junction);

(iii) Developer may receive administrative and system-related communications from Commission Junction and

(iv) the Publisher Identification ("PID") will be placed on Developer's Application, as applicable, as may be required to measure activity, track or measure end user response to promotions using Partner Tracking Services, provide estimated live reports to Developers, and to perform Commission Junction's obligations hereunder;

(b) Each Developer shall:

(i) not misrepresent the relationship of Commission Junction with Walgreen and such Developer

(ii) protect Commission Junction's Confidential Information (defined below);

(iii) not use or display Commission Junction's trademarks or otherwise infringe Commission Junction's or a third party's intellectual property rights

(iv) represent and warrant that all promotional methods used by Developer will not promote illegal goods, services, or activities; and

(v) comply with all applicable laws, rules, and regulations;

## SCHEDULE 2

### SERVICE LEVEL OBLIGATIONS

#### Walgreen's Service Levels

Walgreen will use commercially reasonable efforts to provide the Services contemplated by this agreement to End Users within the time frames advertised by Walgreen to its own customers subject to Developer meeting its obligations as provided below. Walgreen makes no warranties or representations regarding the availability of services at specific times or at a particular Walgreen retail store location.

Upon receipt of notification from Developer Customer, Walgreen shall follow its company procedures for unsatisfactory service for its own customers (current procedure is to refund the price paid for the print or to reprint at no cost prints returned by customers to Walgreen as unsatisfactory, as such procedure may be amended from time to time at Walgreen's discretion, provided that any such changes are consistent with Walgreen's reputation for customer satisfaction).

#### Walgreen Contact Information

	Contact Name	Email	Phone
Emergency Contact	Operations Command Center	oc@walgreens.com	888-380-6281
Backup Emergency Contact	Nick Leskiw	Nick.leskiw@walgreens.com	224-723-2052
Technical Contact (Non-emergency)	Geri Goeransson	Geri.Goeransson@walgreens.com	847-315-4238
Business Support Contact	Ralph Cantal	Ralph.cantal@walgreens.com	847-315-3539

#### Developer's Service Levels

#### Developer Contact Information

Developer will provide current and accurate contact information to Walgreen via their user account profile on the Walgreens Developer Portal, including updated information in the event of any changes, for each of its availability (24/7/365) and support obligations.

## Customer Policy Compliance

Users of the Photo-Finishing Services, whether or not End Users, may not use the Photo-Finishing Services to process prohibited content, which includes content or other material that Walgreen believes:

- Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive or otherwise inappropriate;
- Comprises copyrighted material used without the express permission of the owner;
- Violates or encroaches on the rights of others;
- Contains viruses, worms, corrupt files, Trojan horses and other forms of corruptive code, or any other content which may compromise the Service;
- Advocates illegal activity;
- Harms anyone, including minors; or
- Provides a link to anything that would violate any of the above.

Walgreen has the sole discretion to determine whether content is prohibited, and any content submitted to for Photo-Finishing Services may be subject to examination from time to time. Although Walgreen does not and will not examine and review all content submitted or transmitted to Walgreen for Photo-Finishing Services, Walgreen may delete, move, and edit any materials for any reason, at any time, without notice, in its sole discretion to comply with its policies and applicable law.

Any content discovered and deemed in the sole discretion of Walgreen to be in violation of Title 18 of the United States Code, Sections 2251 et seq., or such other applicable law in effect or that may be adopted, may be reported and disclosed to appropriate law enforcement agencies by Walgreen.

**All Content (whether private or public) that is processed on the site is the sole responsibility of the person who submitted it.** Thus, users are responsible for their Content.

As a condition to use of the Services, Developer will require its Developer Customers to (a) represent and warrant that Developer Customer either owns the content it submits or has written permission from the copyright owner to make such content available to the service, and (b) grant Walgreen a perpetual, universal, non-exclusive, royalty-free right to copy, display, modify, transmit, make derivative works of and distribute any submitted content, solely for the purpose of providing the Service.

Developer and Developer Customers may not submit any content for processing without the written consent of the owner of such content. **Users of the services are solely responsible for any copyright violations that may incur as a result of the user's activities on the service.**

End Users shall also comply with Walgreen's policies, procedures, terms, and conditions, as set forth by Walgreen for its own customers that are published on Walgreen's website at Walgreens.com, which Developer shall provide its End Users with a URL listing Walgreen's website prior to the End User placing an order.