

VERIFIED SERVICE PROVIDER PROGRAM TERMS AND CONDITIONS

These Verified Service Provider Program Terms and Conditions (“T&Cs”), including any addendums, attachments, or agreements incorporated by reference, governs your participation in the Verified Service Provider Program (“VSP Program”). By participating in the VSP Program and/or signature of the applicable Verified Service Provider Attestation, Participant acknowledges and accepts these T&Cs. If Participant rejects these T&Cs, Participant is prohibited from participating in the VSP Program. Walmart shall have the right to update these T&Cs and its policies at any time, in its sole discretion, by posting such modifications here, which shall have immediate effect.

SECTION 1. VSP PROGRAM DESCRIPTION.

1.1 The VSP Program is a verification process that enables third party service providers to complete the requisite Walmart Data Ventures (WDV) security assessment, contracts, training, and testing prior to their use or interaction with WDV platforms. It is the Participant’s responsibility to review and adhere to these T&Cs and the applicable policies related to participation in the VSP Program. Walmart reserves the right, in its sole discretion and without prior notice, to discontinue making the VSP Program available, or to refuse to provide any user or entity with access to the VSP Program.

SECTION 2. AUTHORIZATION TO USE MARKS.

2.1 So long as Participant meets and continues to comply with the requirements of the VSP Program and these T&Cs, Walmart authorizes Participant to use the applicable verification language and logo or badge (collectively, the “**Walmart Verification Marks**”) for which Participant has been verified for the sole purpose of indicating that Participant meets the criteria for the applicable verification. Participant’s use of any Walmart Verification Mark must comply with the Walmart Trademark License Addendum in Schedule 1. In the event that Walmart changes a Walmart Verification Mark, Participant agrees to update its use of any Walmart Verification Mark within thirty (30) days of Walmart’s notification to Participant. Participant may not change, use or reproduce the Walmart Verification Mark in any manner other than as explicitly authorized in these T&Cs. Participant shall not use the Walmart Verification Marks in a manner that may interfere with or diminish the rights of Walmart in the Walmart Verification Marks or any other trademarks owned by Walmart, whether during the term of these T&Cs or after its termination or expiration. Nothing in these T&Cs shall authorize Participant to use any Walmart trademarks, service marks, or logos, except as expressly specified in these T&Cs.

2.2 Upon meeting the verification requirements for the VSP Program, Participant authorizes Walmart to use the applicable Participant trademarks for the purpose of indicating that Participant meets the criteria for the applicable verification and for the purpose of including Participant in one or more verified Participant directories. Walmart’s use of any such Participant trademarks must comply with the Participant Trademark License Addendum in Schedule 2.

2.3 Participant will act and perform all activities under the VSP Program, including any and all services that Participant may provide and business Participant may conduct with any third party, in a manner that maintains the good name, goodwill and reputation of Walmart, its employees, directors, affiliates and its products, the VSP Program and the Walmart brand. Without limitation, Participant: (i) will not engage in any illegal, false or deceptive acts or practices; (ii) will not make any representations, warranties, or guarantees to customers on behalf of Walmart; (iii) will comply with all applicable laws and regulations (including, but not limited to laws regulating Participant’s professional status and licensing requirements and export regulations) and all other applicable governmental laws, statutes and regulations; (iv) will comply with all intellectual property and proprietary rights protections for Walmart software, development tools, and other products; and (v) will not disassemble, decompile, reverse engineer, or otherwise reduce or seek to derive the object code for Walmart software and/or tools to a human readable (source code) form. Participant may not suggest or represent that the fact that Participant has completed any VSP Program is in any way a warranty or guarantee of Participant’s abilities.

2.4 Participation in the VSP Program does not grant Participant any rights to access or use the Scintilla offering nor does it authorize Participant to access any Walmart data, either on behalf of Participant' itself, any entity that Participant represents, or any third party. Access and use of Scintilla and any Walmart data will be governed by an applicable Scintilla agreement and/or an applicable third-party access agreement. Participant agrees that these T&Cs and Participant's continued verification is subject to Participant's compliance with any such Scintilla agreement and/or any applicable third-party access agreement.

SECTION 3. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

3.1 EXCEPT AS EXPRESSLY SET FORTH IN THESE T&CS, THE VSP PROGRAM IS PROVIDED BY WALMART TO PARTICIPANT "AS IS", WITH NO WARRANTIES WHATSOEVER, EXPRESS, OR IMPLIED, AND TO THE FULL EXTENT PERMITTED BY LAW, WALMART DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.

3.2 TO THE EXTENT PERMITTED BY LAW, WALMART'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE T&CS OR THE VSP PROGRAM SHALL NOT EXCEED ONE THOUSAND U.S. DOLLARS (USD \$1,000). IN NO EVENT SHALL WALMART OR ANY AFFILIATE OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES HAVE ANY LIABILITY TO PARTICIPANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES UNDER THESE T&CS UNDER ANY LEGAL THEORY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, CORRUPTION OF, OR COMPROMISE OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE CAUSED, ARISING FROM OR RELATED TO PARTICIPANT'S VERIFICATION, FAILURE TO ACHIEVE VERIFICATION, OR USE OF OR INABILITY TO USE THE WALMART VERIFICATION MARKS, OR ARISING FROM OR RELATED TO THE TERMINATION OR REVOCATION OF PARTICIPANT'S CERTIFICATION, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 4. INDEMNIFICATION.

4.1 Participant agrees that Walmart shall have no liability to Participant or any of Participant's employees, agents, affiliates or customers, and that Participant shall defend, indemnify, and hold Walmart, its affiliates, subsidiary corporations and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all actions, demands, claims, and/or liabilities (including, but not limited to, personal injury or product liability claims) arising out of, relating to, or caused directly by: (i) Participant's negligent act or omissions in regards to Participant's use of the Walmart Verification Marks or Participant's use of the Walmart Verification Marks in a manner which is in any way inconsistent with these T&Cs; (ii) Walmart's use of the Participant's trademarks in accordance with these T&Cs; (iii) Participant's breach of its obligations under these T&Cs; (iv) the performance, promotion, sale, or distribution of Participant's services to any third party; or (v) the termination of these T&Cs by Walmart or termination of Participant's verification status, pursuant to the terms herein.

SECTION 5. CONFIDENTIALITY

5.1 "**Confidential Information**" means information Participant receives under these T&Cs or through the VSP Program that is not generally known in the industry in which Walmart is or may become engaged, or which would logically be considered confidential and/or proprietary. Confidential Information includes, but is not limited to, the following: any Walmart data; the VSP Program materials; information relating to or derived from the VSP Program or Scintilla, including information concerning or relating to Walmart's business, customers or suppliers, vendors, employees, financials, projections, technology, technical data, product ideas, intellectual property, marketing or business plans;

Walmart product cost and price and research, development, plans and processes related to information originating from the VSP Program or Scintilla. Confidential Information does not include information that is already available to the public, becomes available to the public through no fault of Participant, or information, other than cost and sales information, already known to the Participant as shown by written records in Participant's possession at the time the Confidential Information was disclosed to Participant.

- 5.2 Participant will not at any time: (i) disclose, sell, license, transfer or otherwise make available to, or place or store on the site of, any other person or entity any Confidential Information Participant receives, unless expressly permitted in these T&Cs or otherwise approved in advance in writing by an authorized representative of Walmart (such approval determination to be made in Walmart's sole discretion and without discussion or negotiation thereof with Participant); or (ii) use any Confidential Information other than for the purpose of furthering its business relationship with Walmart or for such other purpose as an authorized representative of Walmart may approve in advance in writing. All Confidential Information shall at all times remain the property of Walmart and its licensors.
- 5.3 Participant acknowledges that any unauthorized use or disclosure of Confidential Information will cause irreparable damage to Walmart. If an unauthorized use or disclosure of Confidential Information occurs, Participant shall promptly notify Walmart and shall, at its own expense, take commercially reasonable efforts to recover such Confidential Information and prevent subsequent unauthorized use or disclosure thereof. If Confidential Information is required to be disclosed under any law, statute, rule, regulation or policy of any country, or any instrumentality or political subdivision thereof, Participant shall notify Walmart prior to disclosure and shall reasonably cooperate with Walmart, at Walmart's expense, to obtain an appropriate protective order or other assurance that confidential treatment will continue to be accorded such Confidential Information.
- 5.4 Upon termination of these T&Cs or upon Walmart's written request, Participant will ensure the destruction of Confidential Information in Participant's possession and the possession of Participant's employees, representatives, and agents. Any disposal of Confidential Information must ensure that Confidential Information is rendered permanently unreadable and unrecoverable. Notwithstanding the foregoing, Participant will be permitted to retain Confidential Information for a longer period if such retention is strictly necessary to meet Participant's legal compliance obligations, is done pursuant to Participant's fully implemented and documented records management program and is limited to the minimum amount of Confidential Information and minimum retention period needed to meet these obligations.

SECTION 6. DATA SHARING AND PROTECTION.

- 6.1 Participant agrees and understands that it is necessary for Walmart to collect, use and otherwise process Participant's data to process and administer the VSP Program, issue and maintain Walmart Verification Marks, otherwise support the services provided under these T&Cs and confirm ongoing compliance with Walmart's policies and applicable laws. Walmart will retain Participant's data only so long as is necessary to fulfill these purposes.
- 6.2 At all times, Participant's data will be handled in accordance with the applicable Walmart privacy policy.

SECTION 7. TERMINATION.

- 7.1 Walmart may, in its sole discretion, terminate these T&Cs immediately at any time and revoke any verifications and all rights to use the Walmart Verification Marks for any reason, including if Walmart determines that Participant: (i) fraudulently completed, or used assistance from others in completing, the VSP Program; (ii) circumvented, or attempted to circumvent Walmart procedures or security mechanisms related to VSP Program; (iii) fail to fully perform or comply with any obligation under these T&Cs, the VSP Program Policies, or any other agreement Participant has with Walmart; (iv) uses a Walmart Verification Mark, or disclosed Walmart Confidential Information for

a purpose other than the stated purpose of these T&Cs; or (v) infringed an intellectual property right of Walmart, or (vi) engaged in an activity prohibited by law.

- 7.2 Upon termination, any rights granted to Participant under these T&Cs, including Participant's rights to use the Walmart Verification Marks, shall cease immediately.
- 7.3 Termination of these T&Cs shall not prejudice or in any way compromise Walmart's rights under these T&Cs, under any other agreement between Participant and Walmart, or under law, equity or otherwise.

SECTION 8. RELATIONSHIP OF PARTIES.

- 8.1 Participant acknowledge and agree that nothing in these T&Cs or any other fact or circumstance shall create an employment relationship between Participant and Walmart, nor shall it create any partnership, joint venture, principal-agent or franchisor-franchisee relationship. Participant shall confirm the status of Participant's relationship with Walmart and Participant's lack of authority to act on Walmart's behalf whenever necessary to avoid third party confusion.
- 8.2 Participant shall not advertise, promote, or suggest in any manner that Participant's services are provided by, sponsored by, or associated in any way with Walmart, or that Participant are employed by, affiliated with, or sponsored by Walmart, except to display Participant's Walmart Verification Mark(s).

SECTION 9. GENERAL TERMS.

- 9.1 Interpretation. For purposes of interpreting these T&Cs, unless the express language or context otherwise requires, the words "include" and "including" will mean "including without limitation". Headings are for convenience only and will not affect the meaning or interpretation of these T&Cs.
- 9.2 Assignment. Participant may not assign, transfer, delegate or otherwise dispose of these T&Cs or any of its rights or obligations under these T&Cs without Walmart's prior written consent. Walmart may assign, transfer, delegate or otherwise dispose of these T&Cs to an affiliate without Participant's consent. Any purported unauthorized or prohibited assignment, transfer, delegation or other disposition by a Party will be null and void. Subject to the foregoing, these T&Cs will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.
- 9.3 Force Majeure. No Party will be liable to the other Party for any failure or delay in performing its obligations under these T&Cs if such failure or delay is due to circumstances beyond such Party's reasonable control that were not reasonably foreseeable, including war, insurrection, sabotage, embargo, fire, flood, national or regional emergency, including a pandemic, passage of law or any action taken by a governmental or public authority, or unavailability of, interruption of or delay in public utility or similar third party services needed for performance of such obligations (each of the foregoing, a "**Force Majeure Event**"). Participant may not invoke a Force Majeure Event to obviate or excuse Participant's obligation to make payments.
- 9.4 Governing Law; Submission to Jurisdiction. These T&Cs is governed by and construed exclusively in accordance with the laws of the State of Arkansas, expressly precluding any conflicts of law analysis that would require or permit the application of the laws of any other jurisdiction. Any legal proceeding arising out of a dispute must be instituted exclusively in the federal courts of the United States or the courts of the State of Arkansas, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts. Service of process, summons, notice, or other document by mail to each Party's address set forth in these T&Cs will be effective service of process for any suit, action, or other proceeding brought in any such court. These T&Cs relates solely to the performance of services (and not the sale of goods). Nothing in this Section will preclude a Party from seeking interim or provisional relief concerning a dispute,

including a temporary restraining order, a preliminary injunction or an order of attachment, either prior to or during negotiation or litigation, if necessary to protect the interests of such Party.

- 9.5 Notices. All notices to Participant from Walmart under these T&Cs (including notices of changes to these T&Cs) may be delivered via the e-mail Participant provide during registration. Any notice required or permitted to be delivered to Walmart pursuant to these T&Cs will be in writing and will be deemed given upon delivery. Notices to Walmart will be addressed to: Walmart Legal Department, Mail Stop #0215, 1 Customer Drive, Bentonville, AR 72716-0215.
- 9.6 Waiver. No Party will be deemed to have waived any of its rights under unless such waiver is in writing and signed by such Party. The failure by a Party to enforce any provision of these T&Cs will not constitute a waiver by such Party of any other right under these T&Cs or of any subsequent enforcement of that or any other provision.
- 9.7 Severability. If a court of competent jurisdiction holds any provision of these T&Cs invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 9.8 No Publicity. Except as otherwise set forth in these T&Cs, Participant will not use the name, logo, trademarks or trade names of Walmart in publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, without obtaining Walmart's prior written consent, which consent will be given at Walmart's sole discretion.
- 9.9 Export Laws. The Parties will comply with all applicable export laws and governmental regulations in the U.S. and the Territory ("**Export Laws**"). Participant certify that Participant or no member of Participant's organization is on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Participant will not, and will ensure that each member of Participant's organization will not: (i) export, re-export, ship, transfer or otherwise use the Offering (or any portion thereof) in any country subject to an embargo or other sanction by the United States, including Iran, Syria, Cuba, Sudan and North Korea; or (ii) use the materials provided under the VSP Program (or any portion thereof) for any purpose prohibited by the Export Laws.
- 9.10 Third Party Beneficiaries. These T&Cs is made and entered into for the sole protection and benefit of the Parties and is not intended to (nor will it be interpreted to) convey any rights or benefits to any third party. Notwithstanding the foregoing, Walmart may use its affiliates, subcontractors, delegates and resellers to perform its obligations and exercise its rights under these T&Cs, and such affiliates, subcontractors, delegates and resellers will benefit from and be third party beneficiaries of Walmart's rights, licenses, and benefits of these T&Cs, including the limitations of liability, indemnities, and other protections of these T&Cs.
- 9.11 These T&Cs and any applicable third party access agreement represents the complete agreement and understanding between Participant and Walmart and supersedes all prior agreements and representations between the Parties with respect to the VSP Program.

Schedule 1
Walmart Trademark License Addendum

This Walmart Trademark License Addendum (“Walmart Trademark License Addendum”) sets forth the Parties’ mutual understanding relating to Participant’s use of the Walmart Verification Marks and each Party’s rights and obligations.

1. All terms used in this Walmart Trademark License Addendum shall have the meaning specified in the Agreement unless otherwise defined herein.
2. Subject to Participant’s compliance with the terms of the Agreement and this Walmart Trademark License Addendum, Walmart grants Participant a limited, non-exclusive, non-transferable, non-sublicensable, revocable right, license, and privilege to reproduce, distribute, display, perform, and use the Walmart Verification Marks solely to indicate that Participant meets the criteria for the applicable verification during the term of the Agreement.
3. The Services with which the Walmart Verification Marks are used shall in any case meet all applicable industry standards, shall be of a quality and performance satisfactory to Walmart, in its sole discretion, and shall at least be of high quality and performance. Walmart shall have the right to require the following at its sole discretion and for the purpose of protecting the quality image and goodwill associated with the Walmart Verification Marks or confirming Participant’s compliance with this Walmart Trademark License Addendum: (a) inspection of any premises where services rendered under the VSP Program (the “Services”) are rendered in connection with the Walmart Verification Marks; (b) inspection of any electronic platforms through which Services are rendered in connection with the Walmart Verification Marks; and (c) samples of any materials displaying the Walmart Verification Marks in connection with the Services (“Advertising Materials”). Under no circumstances shall any approval of the Services or Advertising Materials sampled or inspected by Walmart be construed as a determination that they conform to—or comply with—any industry standards or federal, state, local, or other applicable laws, rules, or regulations.
4. Participant shall comply with all instructions its receives from Walmart concerning its use of the Walmart Verification Marks and that use shall: (a) comply with the branding and usage guidelines included below within this Section 4; (b) comply with Walmart’s Creative Marketing Brand Guide available at <https://brandcenter.walmart.com>; and (c) comply with any and all additional standards and trademark usage guidelines that Walmart may provide from time to time, in its sole discretion (collectively, the “Trademark Usage Guidelines”). The Trademark Usage Guidelines and the URLs at which they are published may be updated from time to time. It is Participant’s responsibility to periodically check for updates to the Trademark Usage Guidelines from time to time. If the Trademark Usage Guidelines cease to be available at the URLs indicated in this Section or as subsequently indicated by Walmart, it is Participant’s responsibility to request the then-current URL at which the Trademark Usage Guidelines are available.
 - a. Do not modify the Walmart Verification Marks, or use versions of the Walmart Verification Marks that: translate or transliterate words; combine them with others’ trademarks or names; add elements, such as words, symbols, numbers, spaces, punctuation, designs, or images, to our trademarks; abbreviate words or delete elements; insert them into another tagline or slogan; misspell words; distort, reorient, tilt, skew, rotate, or animate any or all of their elements; change the size of an element independently of—or disproportionately to—the others; use alternative, unapproved colors; overlap them with unapproved shapes or other trademarks; or incorporate them into any texture, repeating pattern, or motif.
 - b. Only use the applicable verification language or name from the Walmart Verification Marks in text or audio and audiovisual content as adjectives accompanied by—in the first instance—the phrase “service provider verification program”—and in any subsequent instance—the appropriate generic noun “program.”
 - c. Do not use a logo or badge from the Walmart Verification Marks within other text, such as titles and copy, and do not otherwise use it without appropriate clearspace.

- d. Always use a notice of trademark (the “TM” symbol) with the first or most prominent instance of each of the Walmart Verification Marks. The appropriate notices may also be used with subsequent instances of the Walmart Verification Marks in the same content, but are not required.
 - e. Do not use a notice of registration (the encircled “R” symbol) with the Walmart Verification Marks unless otherwise instructed by Walmart.
 - f. Always include a footnote stating that the relevant Walmart Verification Marks along with any other Walmart marks, listed in alphabetical order, are “trademarks or certification marks of Walmart and its affiliates.” When using a Walmart Verification Mark comprising a badge or logo, also include in the relevant footnote that it is “© 2025 Walmart” or include that information in another notice appropriate for the relevant media. For example, when using the Walmart Verification Mark badges, the notices shall read “Walmart and the Walmart [Program Name] Badge are trademarks or certification marks of Walmart and its affiliates © 2025 Walmart.”
 - g. Do not use the Walmart Verification Marks in a way that falsely suggests a relationship between Walmart and Provider, including such a relationship with their respective goods, services, business activities, views, statements, or opinions.
 - h. Do not use the Walmart Verification Marks in a way that implies an affiliation, partnership, connection, association, sponsorship, approval, certification, or endorsement, where there is no such relationship.
 - i. Do not use the Walmart Verification Marks in Provider’s communications, channels, or media except in a manner that is less prominent than Provider’s trade names or trademarks.
 - j. Do not, without separate authorization from Walmart, use any Walmart trademark, including the Walmart Verification Marks, within: a domain name, subdomain, top-level domain name, or URL (including without limitation vanity URLs on third party services); a favicon; an email address; a telephone number (e.g. using the numerical string 925-6278 to represent WALMART with reference to standard United States telephone letter mapping); an app name or tile or a software title or icon; a trade name, business name, fictitious or assumed name, company name, wordmark, or logo; an account name, handle, profile name, or profile picture on any service; the name of any product, service, or other business activity; the name of any fan group, user group, technology community, or any other organization; or the title or logo of any book, film, magazine, website, interactive media, or other expressive content.
 - k. Do not display the Walmart Verification Marks except in a positive manner.
 - l. Do not use the Walmart Verification Marks to depict or refer to Walmart or any third party, their products, their services, or their activities in a negative way; and
 - m. Do not associate the Walmart Verification Marks with—or use them in proximity to—any content or activities that are vulgar, obscene, profane, indecent, sexually explicit, immoral, scandalous, defamatory, disparaging, unlawful or that tend to shock, insult, or offend the broader community or any identifiable class or group of people.
5. Participant will promptly discontinue any use of the Walmart Verification Marks upon written notice from Walmart that such use is, in Walmart’s sole discretion: (a) likely to damage or impair the quality image and goodwill associated with the Walmart Verification Marks; (b) in violation of the Walmart Trademark Usage Guidelines or any trademark use guidelines established by Walmart; or (c) in violation of any term or condition of the Agreement and/or this Walmart Trademark License Addendum. Walmart shall have no liability to Participant or any third party for any damages, claims, or liabilities

arising out of the discontinuation of any use the Walmart Verification Marks as set forth in this Section or any related goods, services, business activities, or Advertising Materials.

6. The permission granted under this Walmart Trademark License Addendum is to Participant and is not transferable or sublicensable. No other parties may use the Walmart Verification Marks pursuant to the Agreement and/or this Walmart Trademark License Addendum.
7. Participant's permission to use the Walmart Verification Marks under the Agreement and this Walmart Trademark License Addendum ends after the earlier of (a) the expiration of the term of the Agreement or (b) termination of the Agreement and/or this Walmart Trademark License Addendum pursuant to the termination provisions in the Agreement and this Walmart Trademark License Addendum, at which point Participant shall promptly discontinue use of the Walmart Verification Marks and shall no longer use or have the right to use the Walmart Verification Marks pursuant to the Agreement or this Walmart Trademark License Addendum. Participant may not make further use of the Walmart Verification Marks without receiving Walmart's written permission under a separate written agreement. Upon the earlier of expiration or termination of the Agreement and/or this Walmart Trademark License Addendum or the end of Participant's permission to use the Walmart Verification Marks, all rights granted to Participant under this Walmart Trademark License Addendum shall terminate and automatically revert to Walmart.
8. In addition to any rights in the Agreement, (a) Walmart may terminate this Walmart Trademark License Addendum upon written notice to Participant and (b) either Party may terminate this Walmart Trademark License Addendum upon written notice to the other Party if the other Party materially breaches this Walmart Trademark License Addendum and does not cure such breach within thirty (30) days of written notice.
9. This Walmart Trademark License Addendum does not convey Participant ownership of the Walmart Verification Marks. Participant acknowledges Walmart's right, title, and interest in and to the Walmart Verification Marks and Walmart's exclusive right to license the use of the Walmart Verification Marks. Participant agrees not to claim or represent that it has any title to the Walmart Verification Marks or any right to use the Walmart Verification Marks except as permitted by Walmart. Participant acknowledges and agrees that all goodwill from the use of the Marks under the Agreement and this Walmart Trademark License Addendum will inure to the sole benefit of—and be on behalf of—Walmart.
10. Participant shall give Walmart reasonable assistance, including prompt execution and delivery of all documents Walmart may request from time to time during the term of the Agreement and after its expiration or termination (a) to ensure that all right, title, and interest in and to the Walmart Verification Marks reside with Walmart; and (b) to bring or defend any action or proceeding with respect to any infringement, dilution, or other conflict relating to the Walmart Verification Marks.
11. Participant represents and warrants that its use of the Walmart Verification Marks and any Services or business activities in connection with which the Walmart Verification Marks are used shall comply with all federal, state, local, and other applicable laws, rules and regulations. Participant further represents and warrants that it will obtain all appropriate governmental approvals pertaining to use of the Walmart Verification Marks under the Agreement and this Walmart Trademark License Addendum.
12. At the direction of Walmart, Participant shall promptly discontinue its use of the Walmart Verification Marks alleged to infringe any third party's rights. If such a claim is made or is likely to be made, Walmart may also terminate this Walmart Trademark License Addendum upon notice to Participant.

Schedule 2

Participant Trademark License Addendum

This Participant Trademark License Addendum (“Addendum”) sets forth the Parties’ mutual understanding relating to Participant’s use of the Marks and each Party’s rights and obligations.

1. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For purposes of this Addendum, the terms are defined as follows:
 - a. “Participant Marks” means Participant’s trade names, service names, and trademarks (including without limitation Licensor’s service marks, logos and design marks) in connection with which it renders services in connection with the VSP Program.
 - b. “Purpose” means indicating that Participant meets the criteria for the applicable verification and for the purpose of including Participant in one or more verified Participant directories.
2. Participant hereby grants to Walmart, from the Effective Date and until termination of the Agreement subject to its terms, a limited, non-exclusive, sublicensable (through multiple tiers), freely transferable (in whole or in part), royalty-free, fully-paid-up, enterprise-wide, worldwide, right, license and privilege to reproduce, distribute, display, perform, prepare works derivative of and use Participant Marks throughout the world and in all media now known or later developed, in connection with the Purpose.
3. Walmart shall use the Participant Marks as Participant has provided them, as they have appeared in Participant’s materials (including without limitation Participant’s website and mobile applications), or otherwise as Participant has approved. Walmart will make commercially reasonable efforts to update its use of the Participant Marks to comply with reasonable guidelines that include all necessary content (including without limitation updated images of the Participant Marks in a size and format satisfactory to Walmart in its reasonable discretion) that Participant provides in writing from time to time. To the extent that Walmart’s use of the Participant Marks is consistent with the Purpose, Participant waives any right to inspect or approve Walmart’s use of the Participant Marks. Participant agrees that no use of the Participant Marks authorized by the Agreement needs to be submitted to Participant for approval.
4. The Agreement does not convey ownership of the Participant Marks to Walmart. Walmart acknowledges Participant’s right, title, and interest in and to the Participant Marks and Participant’s exclusive right to use and license the use of the Participant Marks. Walmart acknowledges that all goodwill from the use of the Participant Marks under the Agreement will inure to the sole benefit of—and be on behalf of—Participant.
5. Walmart shall at no time adopt or use, without Participant’s prior written consent, any variation of the Participant Marks, including translations of the Participant Marks. In the event that Participant consents to any variation of the Participant Marks, Walmart agrees that Participant shall own such new mark and may, at Participant’s own cost or expense, file and obtain, in your own name, trademark registration in that new mark. Walmart agrees that it will, at Participant’s sole cost or expense, give commercially reasonable assistance in applying to register such new marks, including the execution and delivery of all documents Participant reasonably requests. These T&Cs does not convey ownership or grant any license to Participant in matter created or used by Walmart in connection with the Purpose, other than in variations of the Participant Marks as set forth in this paragraph.
6. In addition to any other grant of rights in the Agreement, Participant grants Walmart the right to reproduce and use the Participant Marks for the purpose of—and to the extent necessary for—maintaining archives and records of matter prepared in connection with the Purpose, which grant shall survive termination or expiration of the Agreement.

7. The permission granted to Walmart under the Agreement is sublicensable to other parties and includes the right for: (i) Walmart's present and future subsidiaries, nominees, affiliates, successors and assigns and those acting under the permission any of the foregoing (collectively, "Affiliates") to use the Participant Marks; and (ii) Walmart's contractors, agents and suppliers who are providing products or services to Walmart, or who are providing products or services for Walmart's benefit (collectively, "Contractors") to use the Participant Marks on Walmart's behalf or for Walmart's benefit. The Affiliates and Contractors are included as part of the definition of "Walmart" in that they have the same rights and protections under the Agreement. Walmart is responsible for assuring Affiliates and Contractors comply with the Agreement.

8. Participant represents and warrants that: (i) Participant owns or controls the rights in the Participant Marks necessary to make the grant of rights to Walmart in the Agreement; (ii) the Participant Marks do not infringe the rights of any entity or person (including but not limited to copyrights, moral rights, and rights in service marks, service names, trade names, or trademarks, as well as other proprietary rights arising or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty); (iii) Participant's grant of rights or performance under these T&Cs does not violate any applicable law, rule, or regulation; and (iv) there is no action, suit, arbitration, proceeding, or claim pending or, to Participant's knowledge, threatened that may adversely affect Participant's rights in and to the Participant Marks or the rights, licenses, and privileges granted under the Agreement. Participant shall monitor and maintain the validity of any registration rights in and to the Participant Marks at Participant's own expense.