UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

PROOF OF CLAIM

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID s2613
Amount/Classification
$8,450.00 Unsecured

In re:
G.I. Joe's, Inc.

Case Number:
09-10714-KG

NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Name of Creditor and Address: the person or other entity to who the debtor owes money or property

19032347000903
SPS COMMERCE INC.
PO BOX 9202
MINNEAPOLIS, MN 55480

Creditor Telephone Number ( )

THIS SPACE IS FOR COURT USE ONLY

Name and address where **payment** should be sent (if different from above):
SPS Commerce Inc
333 S. 7th St, Ste 1000
Minneapolis, MN 55402

Payment Telephone Number (612-435.9400

☐ Check this box to indicate that this claim amends a previously filed claim.

Claim Number (see reverse): _____

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ 8995.16

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: services performed

(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
3a. Debtor may have scheduled account as: 18080

4. SECURED CLAIM (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

Secured Claim Amount: $ _____

Unsecured Claim Amount: $ _____

DO NOT include the priority portion of your claim here.

Nature of property or right of setoff:

☐ Real Estate ☐ Motor Vehicle ☐ Other _____

Value of Property: $ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges at time case filed included in secured claim, if any: $ _____ Basis for Perfection: _____

5. PRIORITY CLAIM

☐ Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Unsecured Priority Claim Amount: $ _____

Include ONLY the priority portion of your unsecured claim here.

You MUST specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to $10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (____).

** Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: *Attach redacted copies of supporting doc* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain.

DATE-STAMPED COPY: 5/5/2009 DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received no later than 4:00 pm, PREVAILING EASTERN TIME, on the following dates: a) May 31, 2009 - General Bar Date; OR b) August 31, 2009 - Governmental Bar Date.

THIS SPACE FOR COURT USE ONLY

FILED
MAY 07 2009
BMC GROUP

BY MAIL TO:
G.I. Joe's Holding Corporation., et al.
Attn: BMC Group, Claims Processing
PO Box 2011
Chanhassen, MN 55317-2011

BY HAND OR OVERNIGHT DELIVERY TO:
G.I. Joe's Holding Corporation., et al.
Attn: BMC Group, Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

G.I. Joe's Holding Corp
00283

DATE 5/5/09

SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other p claim and state address and telephone number if different from the notice address above. Attach cop

Natalie Hurst NATALIE HURST Collections Specialist

Penalty for presenting fraudulent claim is a fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number:
Fill in the name of the federal judicial district where the bankruptcy case was filed, the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

Debtor Name	Case No
G.I. Joe's Holding Corporation	09-10713
G.I. Joe's, Inc.	09-10714

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Use this space to report a change in the creditor's name, a transfered claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Classification of Claim

Unsecured Nonpriority Claim:
If your claim is an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim" (See DEFINITIONS, below), check the appropriate box in this section. If your claim is partly secured and partly unsecured, state here only the amount that is unsecured. If part of your claim is entitled to priority, state here the amount **not** entitled to priority.

Secured Claim:
Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Supporting Documents:
Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d).
Do not send original documents, as attachments may be destroyed after scanning.

Date-Stamped Copy and Signature:
The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.

Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

DEFINITIONS

DEBTOR
A debtor is the person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

CREDITOR
A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM
A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim Examples of liens on property include a mortgage on real estate or a security interest in a car.
A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM
If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com

SPS Commerce, Inc.
VB Box 3
PO Box 9202
Minneapolis, MN 55480-9202
Tel 888.739.3232
Fax 866.805.5113

Invoice

Company	Invoice No	Date	Page
0100	802276	31/Jan/2009	1 of 1

Bill To: Joe's
Non-Merch Vendor #73295
9805 Boeckman Road
WILSONVILLE OR 97070
United States

Attn: Ron Menconi 503-682-2242

Ship To: Joe's
Non-Merch Vendor #73295
9805 Boeckman Road
WILSONVILLE OR 97070
United States

Attn: Ron Menconi 503-682-2242

Customer Grp/No.		Customer Name	Customer PO Number	Currency Code	Terms	Due Date
SPE	18080	Joe's		USD	NET30	02/Mar/2009

No.	SKU Code/Description/Comments	Taxable	No. of Users	Units	Rate	Disc %	Extended
1	306-700 FILE INTEGRATION MONTHLY MINIMUM January Monthly Fee January transaction count: 4,640 YTD transaction count: 4,640	Yes	1	1.00	4,225.00	0	4,225.00
2	Tax (Type - EL)	No	1	1.00	0.00	0	0.00

Page Total	4,225.00

Comments: "Did you know that you can use your existing SPS Commerce service for 1Sync and more than 1,200 other retailers?"

Subtotal	4,225.00
Sales Tax	0.00
Invoice Total	4,225.00
Payment Received	0.00
Balance if paid by 02/Mar/2009	4,225.00

SPS Commerce, Inc.
VB Box 3
PO Box 9202
Minneapolis, MN 55480-9202
Tel 888.739.3232
Fax 866.805.5113

Invoice

Company	Invoice No	Date	Page
0100	817310	28/Feb/2009	1 of 1

Bill To: Joe's
Non-Merch Vendor #73295
9805 Boeckman Road
WILSONVILLE OR 97070
United States

Attn: Ron Menconi 503-682-2242

Ship To: Joe's
Non-Merch Vendor #73295
9805 Boeckman Road
WILSONVILLE OR 97070
United States

Attn: Ron Menconi 503-682-2242

Customer Grp/No.	Customer Name	Customer PO Number	Currency Code	Terms	Due Date
SPE 18080	Joe's		USD	NET30	30/Mar/2009

No.	SKU Code/Description/Comments	Taxable	No. of Users	Units	Rate	Disc %	Extended
1	306-700 FILE INTEGRATION MONTHLY MINIMUM February Monthly Fee February transaction count: 1,566 YTD transaction count: 6,206	Yes	1	1.00	4,225.00	0	4,225.00
2	Tax (Type - EL)	No	1	1.00	0.00	0	0.00

Page Total	4,225.00

Comments: "Did you know that you can use your existing SPS Commerce service for 1Sync and more than 1,200 other retailers?"

Subtotal	4,225.00
Sales Tax	0.00
Invoice Total	4,225.00
Payment Received	0.00
Balance if paid by 30/Mar/2009	4,225.00

INVOICE

SPS Commerce, Inc.
VB Box 3
PO Box 9202
Minneapolis, MN
55480-9202
Tel 888-739-3232
Fax 612-435-9406

Invoice Number: 829367
Invoice Date: 3/31/2009

Bill to:

Joe's
Non-Merch Vendor #73295
9805 Boeckman Road
Wilsonville, OR 97070

SALESPERSON	P.O. Number	Customer Code	TERMS
T. O'Keefe	N/A	18080	Due Upon Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	306-700 FILE INTEGRATION MONTHLY MINIMUM	$ 545.16	$ 545.16
	March 1-4		
PLEASE PAY IN U.S. DOLLARS			
		SUBTOTAL	$ 545.16
		Tax	
		TOTAL	**$ 545.16**

THANK YOU FOR YOUR BUSINESS!

Level Three Outsourcing
and
Catalog Enablement Agreement

Prepared for

G.I. Joe's

Mr. Ron Menconi

G. I. Joe's
9805 Boeckman Road
Wilsonville, Oregon 97070

Presented by

Mary A. Pepin
Strategic Account Executive
333 South Seventh Street
Suite 1000, Accenture Tower
Minneapolis, MN 55402
Phone: 612-435-9522
E-Mail: mapepin@spscommerce.com

952-484-9800

December 16, 2005

Master Agreement

Customer Name and Address:

G.I. Joe's
9805 Boeckman Road
Wilsonville, Oregon 97070
503-570-1319

SPS Commerce, Inc. (referred to as "SPS", "we", or "us") is pleased to offer this agreement to you. The parties intend that this Agreement, upon acceptance by us, shall constitute a master agreement for the sale of our Products and/or Services.

1. DEFINITIONS
   "CO" means a change order signed by you and us.
   "Schedule A" means the statement of work, which will be used as the ordering document for Products or Services.
   "Schedule B" means the pricing document for Project Services.
   "T&M" means labor provided by us on a time and materials basis.

2. TERM and TERMINATION
   This Agreement shall become effective on the date it is executed by an authorized representative of SPS and shall remain in full force and effect for a period of Twelve (12) months. Either party may terminate this Agreement by giving 30 days written notice prior to the intended termination date.

   This Agreement will automatically renew for successive one (1) year periods thereafter, unless and until this Agreement is terminated.

3. PRICE
   The Price for the Products and Services, except T&M, shall be specified on Schedule B and on any CO's. Any additions, deletions or changes to the Products or Services after acceptance of a Schedule A, may only be made by a CO as mutually agreed by the parties.

4. PAYMENT TERMS
   You agree to pay the Price in such amounts and at such times as described in the applicable Schedule or CO. For amounts remaining unpaid after thirty (30) days from invoice date, an interest charge may be assessed equal to 1.5% per month or the highest amount allowed by law, whichever is lower.

5. CONFIDENTIALITY
   As used herein, "Confidential Information" means any information that either party acquires from the other regarding the other party's present or future business practices, customers or other matters, whether or not such information is designated or marked as confidential, excluding any information that is publicly available when provided or thereafter becomes publicly available, other than by reason of that party's breach of this Agreement. Each party agrees (i) to hold any Confidential Information of the other party in the strictest confidence, (ii) not to make use of any Confidential Information of the other party other than for the performance of this Agreement and any related agreements with such party or with G.I. Joe's suppliers, (iii) to release Confidential Information of the other party only to employees requiring such material or information, and (iv) not to release or disclose Confidential Information of the other party to any other party at any time, except as may be specifically agreed upon in this or any other agreement between the parties. Each party will use its best efforts to prevent its employees from using or disclosing Confidential Information to any unauthorized party. For purposes of this Section, "employees" of each party shall be deemed to include authorized agents and subcontractors of that party.

6. SECURITY INTEREST; TITLE
All aspects of the Products or Services shall remain the sole and exclusive property of SPS, and nothing contained herein shall give or convey to you any right, title, or interest in said Products or Services

7. LIMITS OF LIABILITY
If we are not substantially complying with the terms of this Agreement, you must provide written notice of such failure to perform. Within ten (10) days after receiving such notice, we will either correct our performance or commence a continuous good faith effort to correct our performance within a reasonable period of time.

IN NO EVENT SHALL SPS, OR AFFILIATED COMPANIES OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT, THE ATTACHMENTS, THE TRADING PARTNER ENABLEMENT PROGRAM, AND/OR THE INTENDED USE THEREOF, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR NEGLIGENCE, EVEN IF SPS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS HAVE BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8. INDEMNIFICATION
We agree to indemnify, defend and save you harmless from and against any and all losses or damages to tangible property or from any loss or damage arising from bodily injury, including death, when, and to the extent, such losses or damages are caused by our negligence or that of our agents or subcontractors provided that you give us prompt written notice of any such claim and allow us, with your full cooperation, to control the defense and all related settlement negotiations.

We further agree to indemnify and save you harmless from and against any mechanic's lien resulting from work performed by us or our agents or subcontractors and which has been paid by you. No costs or expenses shall be incurred for our account without our prior written consent.

9. PUBLICITY
SPS may identify you as a customer of SPS at any time and from time to time in advertisements, marketing brochures and otherwise. In addition, you will designate one or more individuals whom SPS may publicly identify as a reference in press releases and other communications and shall make such individuals available to SPS, SPS's prospective customers, news media and others during regular business hours for the purpose of answering questions regarding SPS' services.

10. INFRINGEMENT INDEMNIFICATION
This Section sets forth our entire obligation to you regarding claims of patent, copyright or trademark infringement.

If a third party claims that a Product or service provided hereunder infringes a patent, copyright or trademark, we will indemnify and defend you against such claim and pay all costs, damages and reasonable attorneys' fees, provided that you a) promptly notify us in writing of the claim, and b) allow us and/or the manufacturer to control, and cooperate with us in, the defense and any related settlement negotiations.

11. WARRANTIES AND REMEDIES
SPS warrants that any services provided under this agreement will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices. If SPS is in breach of the warranty set forth in this paragraph, and if you notify SPS of such breach not more than 60 days following the performance of the services giving rise to such breach, SPS shall re-perform the services to correct such non-conformance.

SPS commerce

Services, including but not limited to, technologies and/or associated offerings.
EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SPS MAKES NO REPRESENTATION OR WARRANTY OF ANY KINDWHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDIES SET FORTH ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. Without limiting the generality of Section 7, in no event shall SPS be liable on account of damages by the transmission of duplicate messages or the effect of inaccuracy in any data transmission to or from SPS.

12. GENERAL

Both parties may delegate any or all of their duties to subcontractors, subsidiaries or parent or affiliated companies, provided that both parties will remain liable for their respective duties. You may not assign this Agreement or any of your rights under this Agreement without our prior written consent. Any attempt to do so is void.

This Agreement may not be modified except in writing, signed by you and us. The terms and conditions contained on any other form, purchase order or other communication of either of us are deemed void.

Neither of us will be liable for our inability to perform to the extent caused by conditions beyond our reasonable control, including but not limited to environmental conditions at your Premises, your third-party provider or other contractors, labor disputes, perils or other hazards.

If any portion of this Agreement is held invalid, such invalidity shall not affect the remaining portions of this Agreement, and you and we agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provision.

Failure or delay by either of us to exercise any right, power, privilege or remedy will not constitute a waiver thereof. Any provision contained herein that by its nature could reasonably be construed to survive expiration of this Agreement shall so survive. This Agreement shall be governed by and construed according to the laws of the state of Minnesota.

In Witness Whereof, the parties hereto have entered into this Agreement as of the day signed by both parties.

SPS Commerce, Inc.

Name THOMAS C. VELIN

Title CFO

Date 1/20/06

G.I. Joe's

Name

Title V.P. Merchandise

Date 1/4/06

SPS Commerce Proprietary and Confidential

Schedule A

Statement of Work

Overview

SPS Commerce views Supply Chain Integration as a multi-step process, instead of any single event. During the course of any supply chain initiative, goals, timelines, and resource availability will greatly vary. To better address these various stages and needs, SPS has created different service levels designed to be flexible enough to meet a company's unique needs, but general enough to ensure rapid deployment while minimizing disruption to your organization.

SPS's online service, SPSCommerce.net, is designed to help large companies grow the value of electronic supply chain connections to their supply chain partners. Its delivery as a service with predictable, low monthly subscription plans makes adoption of an electronic solution painless for even the smallest supply chain partner.

SPS Commerce will:

- **Create a unique Supplier Portal** site on SPSCommerce.net which will provide G.I. Joe's partners with general information on:
  - G.I. Joe's EDI Guidelines
  - Service Offering descriptions
  - Service Training
- **Build an automated EDI Testing Platform** that verifies suppliers, who already have an in-house EDI solution, are able to send and receive correct EDI data and return a functional acknowledgement (997) based on your EDI guidelines (see Service Details).
- **Develop an outsourced EDI solution for G.I. Joe's**
- **Provide Suppliers a suite of EDI Services**
  - *File Integration*: With this solution, small partners can use pre-built adapters to directly integrate EDI transactions with their back-end ERP system (e.g. Great Plains, Maccola, Sage, etc.)
  - *WebForms*: This no-software, low-priced option is perfect for partners that either don't have an EDI department or simply don't want add an additional trading partner to their internal systems.
  - *Fax/ Manual Conversion*: If a supplier chooses to continue using non-electronic order processes.
- **Provide access to online Supplier Status Tool,** which allows G.I. Joe's to see up-to-the-minute information on the status of any partners on SPS services.
- **Create and Implement a Supplier Enablement Program**
- **Provide ongoing Testing and Certification and EDI Transaction Services beyond the initial Supplier Enablement Program for all new suppliers that trade with G.I. Joe's in the future.**
- **Create, and implement a standard reporting solution to G.I. Joe's requirements.**
- **Provide UPC Hosted Catalog Service** specifically designed to help G.I. Joe's collect error-free, up-to-the-minute product content from each and every one of their supply chain partners.

- **Provide Suppliers a suite of certified UPC Catalog Solutions** specifically designed to help them satisfy G.I. Joe's electronic compliance requirements for the electronic delivery of UPC item information, pricing data, and more:
    - *Online Editing Utility*: Allows the supplier to manually set up and/or maintain their catalog information at SPS via the Internet.
    - *Automated Excel Spreadsheet Upload:* Allows the supplier to enter their data into a pre-formatted spreadsheet which they can send to SPS upload directly into SPSCommerce.net via a browser.
    - *EDI 832 Transaction*: SPS will provide a pre-defined 832 Catalog transaction format, which the supplier must use. Suppliers sending an 832 transaction may send the data to SPS via the VAN or an FTP session over the Internet.

G.I. Joe's will:

- **Provide** your organization's standard **EDI Guidelines** and making an EDI resource available for possible questions or further detail.
- **Verify** the EDI Testing platform.
- **Work with SPS Client Services** to create and implement a supplier enablement plan specific to G.I. Joe's messaging, timeframes, and goals.

Service Details

Supplier Enablement

- **Supplier Portal/Messaging**
  A unique website on SPSCommerce.net, created by SPS on behalf of G.I. Joe's to convey all pertinent program information. Related support material (EDI Guidelines, service descriptions, etc.) will be accessible for easy download or online viewing.
    - Print Media Program Announcement
    - E-mail Program Announcement
    - SPS Portal Messaging featuring a picture and information from the appropriate Executive Sponsor
    - Electronic Commerce Requirement (ECR) letter

  Suppliers without Internet access will be provided with all related materials via fax or mail.

- **Supplier Rollout**
  SPS Commerce will work with G.I. Joe's to define the rollout rate for each supplier. SPS' contact process involves a minimum of four contacts (1 per week) with each supplier to identify the most appropriate electronic commerce transaction model.

- **Supplier Services**
  SPS will establish a User ID and Password for access to SPSCommerce.net. Suppliers have immediate visibility into SPS service options and training documentation.

- **Supplier Management System (SMS)**
  A service delivered as part of SPSCommerce.net for G.I. Joe's. SMS provides you with up-to-date access to detailed reports regarding each supplier. This is useful to both G.I. Joe's during enablement and for ongoing supplier support.

EDI Testing Service

SPS Commerce EDI Testing and Certification service verifies that G.I. Joe's suppliers, **who already have an in-house EDI solution**, are able to send and receive syntactically correct EDI data and return a functional acknowledgement (997). Data from the vendor is checked against the appropriate ANSI X12 version of your EDI guidelines. Suppliers are provided instant access to up-to-date technical guidelines; support and a 24x7-testing platform to certify their solution will work correctly with your back-end system. This service allows your technical staff to concentrate on other mission-critical challenges.

In addition to syntax checking according to ANSI X12 specifications, the Testing and Certification service ensures that your vendors are:

- Sending only valid EDI qualifiers as defined in your EDI guidelines.
- Sending valid character types and field lengths as defined in your EDI Guidelines.

If you require your suppliers to return specific data from a source (i.e. PO) document in the subsequent documents (i.e. ASN or invoice), the service can provide the following:

- Data Content Checking for up to 10 data fields. Examples are: *Vendor ID, Vendors Item Number, Dollar Day SKU, UPC Code, Ship To, SDQ Location, Release Number, PO Number.*
- SPS will test that the Purchase Order data content fields are contained in the appropriate ASN & Invoice fields.

Transaction Services

EDI Outsourcing: Outsource your entire EDI operations by leveraging SPSCommerce.net for your data transformation and vendor management needs. This option allows you to outsource the software and operations of an EDI department for a small, predictable monthly fee - with minimal risk by using a service provider with years of experience in EDI and hosting. Meanwhile, your vendor community sends and receives data with you without disruption by using either their existing EDI software / VAN or utilizing a hosted service from SPSCommerce.net.

UPC Hosted Catalog Service

SPS Commerce's UPC Hosted Catalog Service is specifically designed to help retailers collect error-free, up-to-the-minute product content from each and every one of their supply chain partners. While traditional electronic catalogs have helped streamline the supply chain operations between large companies, old-fashioned traditional methods such as phone calls and fax machine communications remain the status quo for communicating product information between retailers and their supply chain partners. The SPS Commerce Catalog Service is different. By blending a unique combination of targeted technology, proven processes and dedicated resources, we solve the unique challenges associated with electronically connecting and synchronizing your suppliers' product content into your e-commerce infrastructure.

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Suite of Trading Options for your Suppliers

SPS Commerce's Transaction Services are specifically designed to help G.I. Joe's integrate its EDI systems with error-free, up-to-the-minute transaction data from its supply chain partners. SPSCommerce.net is a centrally hosted and secure environment that delivers an Internet service that eliminates the need for you and your suppliers to add software, hardware or staffing resource. Suppliers pay a low, flat monthly service fee, with flexible contract terms and conditions, making adoption affordable and stress-free for even the smallest of your suppliers. Services include:

- **File Integration**:
  With this solution, small partners can integrate directly with their back-end ERP system (e.g. Great Plains, Maccola, Sage, etc.) to G.I. Joe's EDI systems, thereby eliminating any additional manual processes or errors. SPS Commerce has pre-built adapters for most of the popular ERP applications.

- **WebForms:**
  This no-software, low-priced option is perfect for partners that either don't have an EDI department or simply don't want add an additional trading partner to their internal systems. The only thing required is an Internet connection and an SPS provided username and password to begin trading electronically. These on-line forms are individually created based on G.I. Joe's EDI specifications.

- **Fax and Manual Services:**
  If a supplier chooses to continue using non-electronic order processes, SPS Commerce can provide both Fax and traditional mail conversion services. SPS will convert fax or paper documents into EDI and send it to G.I. Joe's on behalf of the supplier. SPS will then take the EDI information from G.I. Joe's and convert it back into a fax or paper document and send it to the supplier. These services include a one-time partner setup fee along with monthly minimum service fees.

- **UPC Catalog Solutions:** specifically designed to help them satisfy G.I. Joe's electronic compliance requirements for the electronic delivery of UPC item information, pricing data, and more:
  - *Online Editing Utility:* Allows the supplier to manually set up and/or maintain their catalog information at SPS via the Internet.
  - *Automated Excel Spreadsheet Upload:* Allows the supplier to enter their data into a pre-formatted spreadsheet which they can send to SPS (or) upload directly into SPSCommerce.net via a browser.
  - *EDI 832 Transaction:* SPS will provide a pre-defined 832 Catalog transaction format, which the supplier must use. Suppliers sending an 832 transaction may send the data to SPS via the VAN or an FTP session over the Internet.

NOTE: All of the Transaction Services mentioned above include a one-time partner setup fee along with monthly service fees (both fees paid by supplier).

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Schedule B

Pricing Summary

Setup Fees for G.I. Joe's

SPS Services	One Time Set-Up Fee
Community Enablement and Management Program Setup	
• Continue maintaining the Supplier Portal	No charge
• Continue to maintain an EDI testing platform	No charge
• Provide access to on-line supplier status tools	No charge
• Provide ongoing testing and certification and EDI transaction services for all new suppliers that trade with G.I. Joe's as part of G.I. Joe's new vendor process	No charge
Total due upon contract signature	**No Charge**

Monthly Fees for G.I. Joe's

SPS Service	Monthly Fee
Base Monthly Fee	
• EDI Infrastructure, EDI Operations, EDI Staff & EDI Vendor Management	$ 4,225.00
o Includes 120,000 transactions annually (12 month period)*	
o 120,001+ transactions @ $ 0.05 per transaction*	
o Includes 400 trading partners	
o 401+ trading partners @ $ 10.00 per trading partner	
Total Monthly Fee (Months 1-11)	**$ 4,225.00**
Month Twelve Fee	**Variable***

***Note:** Each twelve (12) month period commences on month one of each contract period.

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Schedule C

Pricing Summary

One-Time Setup Fees for G.I. Joe's UPC Hosted Catalog Service

SPS Services	One Time Set-Up Fee
Community Enablement and Management Program Setup • Create Supplier Portal • Build an EDI testing platform • Provide access to on-line supplier status tools • Provide ongoing testing and certification and EDI transaction services for all new suppliers that trade with G.I. Joe's as part of G.I. Joe's new vendor process • Hosted UPC Catalog Service	$ 5,000*
Total due upon contract signature	$ 0.00

*** The $5,000.00 fee will be waived if G.I. Joe's performs on the following criteria.**

1. G.I. Joe's will provide to SPS Commerce a clean vendor list of at least 100 suppliers who will be mandated by G.I. Joe's to comply and use the SPS Universal Catalog Services.

2. G.I. Joe's will provide an executive letter with an endorsement of SPS requesting the suppliers comply to this catalog/item initiative with SPS in the timeframe mutually required by G.I. Joe's and SPS Commerce.

3. In the event SPS decides to conduct a vendor webcast, G.I. Joe's will commit a G.I. Joe's executive to present on the webcast.

4. SPS will allow G.I. Joe's six (6) calendar months from date of this contract signing to enable the targeted 100 suppliers. If SPS together with G.I. Joe's is not able to execute contract signings from 100 suppliers, SPS will bill G.I. Joe's $50.00 per unit shortfall of the 100 supplier target. Example: SPS successfully executes contracts and collects the one time setup fee from 85 suppliers at the end of month six (6). The shortfall is 15 suppliers at $50.0 each. Therefore, SPS will bill G.I. Joe's $750.00 to cover SPS costs.

5. If this initial campaign successfully enables the target of 100 suppliers, there will be no costs incurred by G.I. Joe's exclusive to this campaign.