RICHRELEVANCE - TERMS AND CONDITIONS V.20190101

Together with the Sales Order, these Terms and Conditions (including the Support Addendum, the "TCs") are an integral part of the Agreement. By entering into the Sales Order that incorporates these TCs by reference, Partner accepts the terms stipulated herein.

1.   *Definitions*. For purposes of the Agreement, capitalized terms not otherwise defined in these TCs or in the Sales Order or any schedules, exhibits, addenda or statements of work included in the Agreement shall have the following meanings:

1.1. "*Agreement*" means the Agreement (as defined in the Sales Order) entered between RichRelevance and Partner that incorporates by reference these TCs.

1.2. "*Customer*" means a customer of Partner that subscribes to, purchases or uses Partner's services or products or that visits a Property, from time to time during the Term.

1.3. "*Documentation*" means the implementation guides, operating instructions, user manuals, product specifications and "read-me" files for the Software provided by RichRelevance.

1.4. "*Intellectual Property*" means patents and patent applications, inventions (whether or not patentable), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, mask-work rights, moral rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all derivatives, renewals and extensions thereof, regardless of whether any of such rights arise under the laws of any state, country or jurisdiction.

1.5. *"Partner Creative"* means creative elements provided by or on behalf of Partner for inclusion in Placements, including without limitation hyperlinks, Partner logos, trademarks, Partner or third party product images or other graphic design elements.

1.6. *"Partner Data"* means all information Partner provides to RichRelevance or RichRelevance collects from instrumentation on a Property, including but not limited to site demographics, Customer data (which Customer data shall not include any personally identifiable information unless expressly agreed by RichRelevance in the Sales Order), and product, website and sales information and statistical data.

1.7. *"Personalization Placement"* means exact places or locations (pages, types of pages, place on pages, size and format of space) on a Property where Partner accepts and has agreed with RichRelevance to dynamically display Partner Creative based on behavioral or other data related to Customers and the Property.

1.8. "*Property*" means any web page, mobile page or other digital page or screen display of the Partner website(s) as well as any outbound messages (such as emails or mobile messages) sent with the Partner brand as declared transmitter, or any web page, mobile page or other digital page or screen display of otherwise specified application, including without limitation mobile applications, call center applications, in-store kiosks or other customer service applications, each as set forth in the Sales Order.

1.9. "*SaaS Services*" means the software-as-a-service ("SaaS") services subscribed to by Partner in a Sales Order.

1.10. "*SaaS Subscription Fee*" shall mean the fee set forth in the Sales Order that is payable by Partner to RichRelevance for the ability to use the SaaS Services on the Properties set forth in such Sales Order.

1.11. "*Sales Order*" means the executed sales order that sets forth certain additional terms and conditions specific to the subscription to one or more SaaS Services on one or more Properties.

1.12. "*Software*" means a set of code in JavaScript and HTML and any application programing interface (**API**) to the RichRelevance platform, which enables the implementation of the SaaS Services into a web page on a Property, related Documentation and any Updates or other modifications that may be provided by RichRelevance from time to time.

1.13. "*Support Addendum*" means the Support Services and Service Level Addendum attached hereto which addendum is incorporated herein by reference.

1.14. "*Support Services*" means installation support, training, defect tracking, and software and service problem analysis and resolution, and the provision of Updates and fixes, all as more fully set forth in the Support Addendum.

1.15. "*Updates*" means maintenance releases, improvements, and enhancements to the Software that may be generally provided by RichRelevance to its customers in its sole discretion.

2. *Subscription and License*. Subject to the payment of all fees due under the Agreement and performance of all other obligations hereunder, for the duration of the respective subscription terms set forth in the applicable Sales Orders, RichRelevance will provide the SaaS Services to Partner to enable Partner to generate and/or display search and category results (in instances in which the SaaS Services includes RichRelevance's Find product) and/or product recommendations , in each case during the term of the respective Sales Order on a Property. RichRelevance hereby grants a worldwide, non-exclusive, non-transferable license to Partner to use the Software in connection with the SaaS Services. Partner shall not use the SaaS Services or Software on any website, application, email communication or other digital property that is not a Property set forth in a Sales Order without the express written consent of RichRelevance. Partner shall not translate, disassemble, reverse engineer, create derivative works of, decompile or otherwise attempt to reconstruct or discover any source code or underlying ideas or algorithms of, or embodied in the Software or SaaS Services. Partner shall not breach, disable, tamper with, or develop or use (or attempt) any workaround for, or otherwise damage any Service or any security measure thereof, attempt to access any data on the RichRelevance network (including through the Dashboard) that is not Partner Data or interfere or attempt to interfere (whether through a device, software, mechanism, routine or otherwise) with the proper working of any SaaS Service or any activity conducted on a RichRelevance server. Except as expressly provided hereunder, Partner shall not cause or permit copying, reproduction, disclosure or distribution of any portion of the Software and shall not share RichRelevance Dashboard passwords. Partner shall not remove, alter or fail to reproduce any copyright, trademark, patent or other proprietary notices contained in Software or SaaS Services.

3. *RichRelevance Obligations*.

3.1. *Software Delivery*. Software shall be delivered by RichRelevance to Partner electronically.

3.2. *Support Services*. RichRelevance shall provide Support Services to Partner during the Term as set forth in the Support Addendum. In addition to the Support Services, Partner may request additional services and products, including without limitation, implementation of the SaaS Services with additional Propert(ies), reimplementation of the SaaS Services with a Property following material changes to such Property and development of additional SaaS Services. Upon mutual agreement of the scope, timeline and fees of such additional services, RichRelevance and Partner shall execute a statement of work, which shall be incorporated by reference herein.

3.3. *Service Levels*. During the Term of the Agreement, the SaaS Services will substantially perform in accordance with and subject to the terms set forth in the Support Addendum.

4. *Partner Obligations*.

4.1. *Placement.* Partner shall integrate the SaaS Services into Properties in accordance with the Support Addendum and applicable Sales Order.

4.2. *Privacy Policy*. During the term of the Agreement, Partner agrees that it will provide Customers clear and conspicuous access to a privacy policy that complies with all applicable laws and regulations. Partner shall be responsible for providing all necessary notices and obtaining all necessary Customer consents for the collection, storage (including local storage) and use of any Customer data by RichRelevance. If recommendations are included in email communications, Partner will comply with industry best practices related to the transmission of commercial emails such as those set forth by the Email Sender and Provider Coalition in the United States and all rules, regulations, and laws promulgated by any governmental authority related thereto. The parties acknowledge and agree that Partner will be the controller of the Partner Data for purposes of all applicable laws and regulations relating to data privacy, trans-border data flows and data protection, with rights to determine the purposes for which the Partner Data is processed and, so long as not inconsistent with, or an expansion of, RichRelevance's service obligations hereunder, the means of processing. As such controller of the Partner Data, Partner directs RichRelevance to collect and process the Partner Data exclusively in accordance with the terms of this Agreement and subsequent instructions from Partner, so long as such instructions are not inconsistent

with or an expansion of RichRelevance's service obligations hereunder. RichRelevance may aggregate Partner Data with other third party data so that it is non-personally identifiable with respect to both Partner and Customers ("***Aggregated Anonymous Data***").

5. *Ownership*.

5.1. ***Intellectual Property***. Partner retains all right, title and interest in and to the Property, Partner Marks, Partner Creative, Partner Confidential Information and Partner Data and any Intellectual Property that has been or may be developed by Partner in connection therewith. RichRelevance retains all right, title and interest in and to SaaS Services, Software, Support Services, Professional Services or other services performed pursuant to a Statement of Work, RichRelevance Confidential Information, RichRelevance Marks, Aggregated Anonymous Data and any Intellectual Property which has been or may be developed by RichRelevance or its licensors in connection therewith.

5.2. ***Trademarks***. Each party's logos, trademarks, trade names, and service marks ("***Marks***") and associated goodwill shall at all times remain the exclusive property of that party. Each party acknowledges that the provisions of the Agreement do not convey any right, title or ownership interest in the trademarks or associated copyrights and logos of the other party. Subject to compliance with the terms and conditions hereof, each party hereby grants to the other during the Term a worldwide, non-exclusive, non-transferable, fully paid license to display the other's Marks for the sole purposes of identifying the other as a customer or vendor and promoting and marketing the other's goods and services subject to the trademark guidelines of the licensing party.

6. ***Terms of Payment***. Payments shall be made to RichRelevance in accordance with the Sales Order. All payments made to RichRelevance shall be in US Dollars or as otherwise set forth in the Sales Order. Partner agrees to pay interest at the rate of 1.5% per month (or the maximum rate allowed by law, whichever is lower) on amounts more than thirty (30) days past due, and to pay all reasonable costs, including attorneys' fees and costs, associated with RichRelevance's collection of past due amounts. In addition, RichRelevance reserves the right to suspend any or all services hereunder, including any or all SaaS Services, if payments under any Sales Order are more than thirty (30) days past due.

7. *Term and Termination*.

7.1. ***Term***. The Agreement and the licenses and rights granted under it shall remain in effect from the Effective Date of the respective Sales Order until the termination of the last effective SaaS Service subscription thereunder, unless otherwise terminated in accordance with the terms hereunder.

7.2. ***Termination for Cause***. Either party may terminate the Agreement by giving written notice to the other party if such other party fails to perform or comply with any material obligation of such party under the Agreement or any material provision hereof, where such failure, if capable of being cured, is not cured within thirty (30) days of delivery of such notice.

7.3. ***Effects of Termination***. Upon expiration or termination of the Agreement for any reason, all Sales Orders hereto shall immediately terminate and Partner shall cease issuing, and return or certify the destruction of, any Software, Documentation, sales literature and other written information and materials supplied by RichRelevance pursuant to the Agreement. In addition, upon termination of the Agreement, all fees due RichRelevance under the terms of the Agreement shall be immediately due and payable. The following obligations will survive termination of the Agreement for any reason: (a) all obligations relating to non-use and nondisclosure of Confidential Information; (b) all obligations relating to indemnification and ownership of proprietary rights; (c) all obligations to make payments of amounts that are or become due under the Agreement prior to or following termination; and (d) all provisions regarding the limitations of warranty, remedy and liability.

8. *Confidential Information*.

8.1. Under the Agreement, the term "***Confidential Information***", will be defined to include information relating to the disclosing party's code, inventions, algorithms, know-how and ideas and all other business, technical and financial information that: (i) derives independent economic value, actual or potential, for not being generally known to the public or to other persons, (ii) is the subject of efforts to maintain its secrecy, or (iii) would otherwise be understood by a reasonable business person to be of a confidential nature. In the event that either party gains access to non-public and/or proprietary information of the other party under the Agreement, the party gaining such access will treat such information as Confidential Information of the other party.

8.2. Each party will: (a) not disclose to any third party or cause to be disclosed any of the other party's Confidential Information unless otherwise specified; (b) refrain from using the other party's Confidential Information except as authorized under the Agreement; and (c) preserve and protect the confidentiality of the other party's Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event less than reasonable care. Any subcontractors used by RichRelevance in the performance of the services hereunder shall be required to maintain the confidentiality of Partner's Confidential Information to the same extent as RichRelevance.

8.3. Confidential Information does not include information that is: (a) already publicly available; (b) otherwise known to the receiving party through no wrongful conduct of the receiving party; or (c) required to be disclosed by law or court order; provided, however, that the receiving party shall first give the disclosing party prompt notice of such order so that the disclosing party may take appropriate actions to protect its rights, including without limitation seeking a protective order or other appropriate remedy.

9. Indemnification.

9.1. *Indemnification by RichRelevance*. RichRelevance will indemnify, defend and hold Partner and its officers, directors, employees and agents (each a "***Partner Indemnified Party***") harmless for any damages, liabilities, costs or expenses including reasonable attorneys' fees ("***Damages***") payable to a third party and resulting from any third party claim, suit, action or proceeding (each a "***Claim***") brought against a Partner Indemnified Party to the extent that it is based on allegations that the use of the SaaS Services or Software infringe any patent issued as of the Effective Date, or any copyright or trade secret of a third party in any jurisdiction in which Partner is authorized by RichRelevance to use the SaaS Services, provided that: (i) RichRelevance is promptly notified in writing of the Claim; (ii) RichRelevance has the right to take control of the defense and any settlement, provided that any settlement which does not include a full release of Partner shall require Partner's prior written consent; and (iii) Partner provides RichRelevance, at RichRelevance's expense, with all reasonable assistance, information, and authority necessary to perform the above. Such indemnity obligations shall not apply with respect to a Claim which arises (i) from and to the extent of the use of a superseded or modified release of the SaaS Services, if the Claim would have been avoided by the use of the current or unmodified release; (ii) from or is related to any pending or threatened Claim against a Partner Indemnified Party as of the Effective Date or (iii) from the use, operation, or combination of the SaaS Services with computer programs, data, equipment, materials or business processes not provided by RichRelevance or otherwise necessary for the SaaS Services to operate, if the Claim would have been avoided by the use of the SaaS Service without such programs, data, equipment, or materials. Should any SaaS Services become, or in RichRelevance's opinion be likely to become, the subject of any such Claim of infringement, then Partner shall permit RichRelevance, at RichRelevance's option and expense: (i) to procure for Partner the right to continue using such SaaS Service; (ii) replace or modify such SaaS Service so that the use thereof becomes non-infringing; or (iii) to suspend or terminate the use of the SaaS Service upon ten (10) days prior written notice and refund any prepaid but unearned SaaS Subscription Fees for such SaaS Service.

9.2. *Indemnification by Partner*. Partner will indemnify, defend and hold RichRelevance, its affiliates and their respective officers, directors, employees and agents (each a "***RichRelevance Indemnified Party***") harmless for any and all Damages payable to a third party resulting from any Claim brought against a RichRelevance Indemnified Party based on: (a) allegations that the Partner's products or services or Partner Creative infringe any patent issued as of the Effective Date, or any copyright, trademark or trade secret of a third party; (b) Partner's failure to provide notice or obtain necessary Customer consents in violation of any applicable privacy law, rule or regulation in any jurisdiction in which Partner uses the SaaS Services or Software, or (c) Claims that are excluded from indemnification pursuant to Section 9.1 above, provided that: (i) Partner is promptly notified in writing of the Claim; (ii) Partner has the right to take control of the defense and any settlement, provided that any settlement which does not include a full release of RichRelevance shall require RichRelevance's prior written consent; and (iii) RichRelevance provides Partner, at Partner's expense, with all reasonable assistance, information and authority necessary to perform the above.

10. *Limited Warranty and Disclaimer.* EXCEPT FOR ANY EXPRESS WARRANTIES MADE HEREIN, NEITHER PARTY MAKES ANY WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ITS RESPECTIVE WEBSITE, SOFTWARE, SAAS SERVICES, PROFESSIONAL SERVICES, SUPPORT SERVICES OR OTHER PRODUCTS OR SERVICES COVERED BY THE AGREEMENT OR ANY ADDENDUM OR STATEMENT OF WORK THERETO, INCLUDING BUT NOT

LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH PURPOSE. NEITHER PARTY WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS THAT ITS RESPECTIVE WEBSITE, PROPERTY, CREATIVE, SOFTWARE, SAAS SERVICES, SUPPORT SERVICES OR OTHER PRODUCTS OR SERVICES ARE ERROR-FREE OR REGARDING THEIR USE, OR THE RESULTS OF THEIR USE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

11. *Limitation of Liability*. EXCEPT FOR BREACH OF SECTION 2 OR 8, NEITHER PARTY WILL BE LIABLE, UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, COST OF COVER, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RICHRELEVANCE SHALL HAVE NO LIABILITY FOR ANY PARTNER CREATIVE OR FOR THE FULFILLMENT OF ANY PROMOTIONS IN CONNECTION WITH ANY PARTNER CREATIVE. EXCEPT FOR BREACH OF SECTION 2 OR 8, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID PLUS AMOUNTS PAYABLE TO RICHRELEVANCE BY PARTNER UNDER THE APPLICABLE STATEMENT(S) OF WORK OR SALES ORDER FOR THE PRECEDING TWELVE MONTH PERIOD.

12. *Taxes*. If RichRelevance is required to pay any customs or import duties or sales, use, value-added or other taxes based on transactions under the Agreement (other than taxes based on RichRelevance's income), such taxes shall be billed to and paid for by Partner.

13. *Force Majeure*. Neither party shall be responsible for any delay in its performance due to causes beyond its reasonable control, except payments by Partner to RichRelevance due pursuant to the terms of the Agreement.

14. *Notices*. Any notice and other communication required or permitted under this Agreement shall be given in writing and shall be conclusively deemed effectively given upon personal delivery or delivery by courier, or on the first business day after transmission if sent by confirmed facsimile transmission or electronic mail transmission, or five business days after deposit in the United States first class mail, by registered or certified mail, postage prepaid, addressed to the party's address set forth on the Sales Order or at such other address as each party may designate by ten (10) business days' advance written notice to the other party in accordance with this Section.

15. *Subcontractors*. RichRelevance may utilize a subcontractor or other third party to perform its duties under this Agreement so long as RichRelevance remains responsible for all of its obligations under this Agreement, including any confidentiality and privacy obligations set forth herein.

16. *Miscellaneous*. Neither party may assign, delegate or otherwise transfer the Agreement or any of its rights or obligations hereunder to a third party without written consent of the other party and any such attempted transfer shall be null and void. Notwithstanding the foregoing, either party may assign the Agreement upon written notice but without consent, to its surviving corporation in any merger, acquisition, or sale of all or substantially all of the assets of such party and provided that such successor entity agrees in writing to assume such party's obligations under this Agreement. Any waiver, amendment or modification of any provision of the Agreement must be in writing and executed by both parties. The failure of either party to exercise any right provided for by the Agreement shall not be deemed a waiver of that right. The validity and performance of this Agreement shall be governed by the laws of California, unless the Partner is a company incorporated in Germany, France, or the United Kingdom, in which event the laws of the country of the Partner's incorporation shall govern, excluding in all cases choice of law provisions and the United Nations Convention on the International Sale of Goods. If any term or provision of the Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision shall be stricken from the Agreement and shall not affect the legality, enforceability or validity of the remainder of the Agreement. The parties acknowledge and agree that they are dealing with each other as independent contractors. Nothing in the Agreement and its performance shall be construed as creating a joint venture, partnership or agency between RichRelevance and Partner. The Agreement, including Sales Orders, the Support Addendum, exhibits, and any statements of work incorporated

by reference herein constitutes the entire agreement between the parties regarding this subject matter, and supersedes all prior oral or written agreements or communications with regard to the subject matter described.

SUPPORT SERVICES AND SERVICE LEVELS ADDENDUM

During normal business hours (6:00 a.m. to 5:00 p.m. U.S. Pacific Time for North America and South America partners and Greenwich Mean Time for EU partners, Monday through Friday, U.S. and U.K. holidays excepted), RichRelevance shall provide Partner the following Support Services as further detailed in this Addendum:

(i)	technical assistance with the initial implementation of the SaaS Services on each Property and the Dashboard configuration and Partner data feed related thereto;
(ii)	training of Partner employees or contractors;
(iii)	Basic Support; and
(iv)	identification, reporting and resolution of issues.

Support Services shall be scheduled as mutually agreed by the parties based on the nature of the Support Services, the needs of Partner and the available resources of RichRelevance. Support Services do not include customization or enhancements to the SaaS Services except as expressly set forth. Any customized product development or Support Services not described herein shall require a separate statement of work to the Agreement.

I.   INITIAL PROPERTY SET-UP

1.   General Implementation Services

a. Following execution of the applicable Sales Order, RichRelevance will provide Partner with access to the Documentation and Software necessary to use the SaaS Services and will provide technical support and training ("***Implementation Support Services***") as set forth below.

b. The SaaS Services are API products and, as such, implementation is owned and performed by Partner; provided that, for each Property authorized to deploy one or more SaaS Services, initial implementation consultation by RichRelevance in accordance with Section I.2 below is required.

c. Within twenty (20) days following the Effective Date of the applicable Sales Order, the parties shall conduct an initial telephonic kickoff meeting to determine the scope and schedule of the initial implementation on all Properties to be enabled. Thereafter, the parties will participate in weekly status meetings until the first SaaS Service is deployed on each such Property ("***Initial Set-up***"). Prior to the initial kickoff meeting, Partner will obtain commitment from all appropriate IT and business stakeholders to enable the rapid design and deployment of the Software using RichRelevance leading practices. The Partner team that will manage the implementation throughout the implementation process must be established prior to commencement of implementation.

d. Notwithstanding the provisions of Section I.1(c) above, if a Property has already conducted an Initial Set-up for one or more SaaS Services and a Sales Order is executed for one or more additional SaaS Services, RichRelevance will provide the Documentation, Software and technical support described in Section I.1(a) above but no additional Implementation Support Services will be required.

e. Within thirty (30) days following each Initial Set-up, RichRelevance will transition Partner to Basic Support.

2. Implementation Obligations In connection with each Initial Set-up, each party shall perform its respective obligations as set forth in the table below.

Technical Implementation Process	RichRelevance Obligations	Partner Obligations
Feed	RichRelevance will provide Documentation regarding the standard RichRelevance product, product attribute, and category feed requirements.	Partner shall ensure that the data feed conforms to the RichRelevance feed requirements prior to sending catalog feed to RichRelevance. Partner will be responsible to clean up any category taxonomy issues prior to production launch.
Instrumentation	RichRelevance will provide to Partner and/or Partner's Email Service Provider API keys and any relevant sample Software to include: o API software keys o P13N Software base and sample Software for implementation to JSON & HTML environments. RichRelevance will provide Partner access to Documentation relevant to the following: o Implementation, deployment, API guides o Best practices, white papers, and case studies for all SaaS Services RichRelevance will provide Partner role-defined user access to the RichRelevance Dashboard to configure, monitor, and analyze all subscribed SaaS Service functionality, including the layout editor.	Partner shall properly integrate Software in accordance with the best practices set forth in the RichRelevance Implementation Guide on the following web pages on authorized Properties (if such pages exist) to allow RichRelevance to track Customer browse and purchase activity: o Homepage o Item Page o Category & Subcategory Pages o Search Page o Add to Cart Page o Cart Page o Confirmation Page If Partner uses 3rd party analytics or testing solutions as a measurement system, Partner will tag RichRelevance Software with other platform systems used by Partner Partner shall provide RichRelevance access to Partner's QA environment prior to the kick off meeting in order to allow RichRelevance to perform initial testing.
Order Validation	RichRelevance and Partner will each provide order reporting from their respective measurement technologies to the other party until orders from both systems match to at least 90%.	RichRelevance and Partner will each provide order reporting from their respective measurement technologies to the other party until orders from both systems match to at least 90%.
Testing	RichRelevance will support launch activity in the form of guidance and troubleshooting.	Partner will conduct all testing and preparation activity required to launch the solution in production.

3. Consulting In the event that Partner desires that RichRelevance provide consulting for any of the Partner obligations set forth above, RichRelevance may provide such services pursuant to a separate statement of work, which will define timing, scope and incremental fees.

II. TRAINING

1. RichRelevance will provide Partner tokens to delegate access to the video training library. Throughout the Term, RichRelevance shall provide access to updated Documentation, including RichRelevance's video training library for updates to new content and functionality, and to support training for new Partner resources.

2. Partner users will review all relevant portions of the video training library during the Initial Set-up and prior to any additional training provided by RichRelevance.

3. During the Initial Set-up, RichRelevance shall provide one Dashboard & Reporting training Webcast to Partner employees for each SaaS Service, including any add-on service (e.g. Advanced Merchandising, BYOS) not to exceed 8 hours of total trainer time.

4. Further training hours, or provision for on-site training, is available to Partner through purchase of Professional Services.

III. ACCESS

1. **RichRelevance Ongoing Obligations**

    For all applicable SaaS Services following the respective Initial Set-up, RichRelevance shall:

    a. enable Partner to access the email and 24/7 emergency telephonic support described in the Support Addendum once the Initial Set-up is completed;

    b. make available to Partner each minor functional release, or patch or maintenance release of the Software, that RichRelevance makes generally available to its customers in its sole discretion without additional charge for such Software and which is intended to replace a prior Software release. Such Updates shall be automatically installed or implemented by RichRelevance in its discretion;

    c. process up to 2 full catalog feeds per day and up to 1 delta catalog feed per every 3 hours; and

    d. support providing recommendations for up to 5 million email opens per day and support one Personalization Placement (containing up to 12 products) to be displayed in a single email.

2. **Partner Ongoing Obligations**

    a. During the Term, Partner shall designate at least one (1) technical architect to maintain the integrity of the data feed delivered and the integrity of the instrumentation through the Property lifecycle (e.g. no inadvertent removal or deinstrumentation).

    b. During the Term, Partner shall designate at least one (1) business partner responsible for (i) integrating and maintaining the SaaS Services with Partner's business operating procedures, (ii) testing and monitoring use of the SaaS Services by merchandisers and technical and marketing personnel, (iii) analysis of reports provided by the SaaS Services and (iv) training of personnel described in clause (ii) above.

    c. For all applicable SaaS Services following the respective Initial Set-up, Partner shall:

        1. provide a daily data feed of up to 1,000,000 products in the standard RichRelevance data feed structure. Feed will be provided in a flat file format via FTPS upload, be compressed with gzip and will be below 250 MB in size uncompressed;

        2. use the RichRelevance Dashboard to manage the SaaS Services;

        3. ensure that the API Software issued to Partner for each Property that uses a SaaS Service shall not be used for any other Property, ensure that all requests include the required input

arguments for each API end point, and uniquely name all Personalization Placements supported by the API to enable proper tracking;

4. be responsible for the creative content within emails and promotions and provide creative direction for the recommendation component; and

5. provide the ESP with required metadata to seed the request for recommendations, direct the ESP to integrate Software into the body of each email template, and perform QA of end-to-end solution and include RichRelevance on seed emails.

3. **Advanced Merchandising Special Conditions**

   a. The product catalog size for use in Advanced Merchandising shall not exceed 200,000 products or 10 million attributes.

   b. Partner shall provide product attribute data for Partner's product catalog (e.g. product identifier, category, price, and inventory count) and, if Partner is a licensee of CNET's DataSource syndicated data product, the DataSource product ID ("ProdID" in the DataSource schema) and category ID for all products that have one.

   c. Customization, creation, and maintenance of assortments and targeting rules beyond what is provided in Section II above is the responsibility of Partner.

   d. If Partner wishes to do assortment targeting, Partner will provide a merchandising point of contact.

4. **Engage Special Conditions**

   a. RichRelevance will support a catalog of up to 100,000 content items per Property encoded in the RichRelevance flat file feed format;

   b. Partner is responsible for:

   - campaign development, data entry, Partner Creative and campaign management; and
   - hosting the media assets (images, videos, etc) that define the visual experience of a promotion or content item.

5. **Discover Special Conditions**

   a. Partner is responsible for determining the weightings to be used in the Discover service and for testing and adjusting such weightings.

6. **Find Special Conditions**

   a. RichRelevance will support a catalog of no more than 2,500,000 products with not more than fifty (50) attributes per product.

7. **Consulting**   In the event that Partner desires that RichRelevance provide consulting for any of the Partner obligations set forth in Sections III.2-5 above, RichRelevance may provide such services pursuant to a separate statement of work, which will define timing, scope and incremental fees.

IV.   SUPPORT

1. *Basic Support*.   The following Support Services ("*Basic Support*") are to be performed by the RichRelevance support desk as part of the base SaaS Subscription Fee:

   - RichRelevance Dashboard administration;
   - Merchandising rules assistance (but not creation);
   - Questions regarding feed or product pricing;
   - General questions on application of rules such as rule and recommendation explanations;

- General reporting questions; and
- Strategy messaging, enablement/disablement and prioritization.

Basic Support services do not include the following, which will be billable:

- Identification and resolution of issues determined by the RichRelevance root cause analysis to be caused by Partner or its third party contractors;
- Custom reporting;
- Services that can be performed by Partner such as boosting and rule restrictions; or
- Customization or enhancements to current implementation such as additional Personalization Placements (requires a separate Statement of Work)

2. *Service Fee.* Any additional hours of Support Services performed by RichRelevance shall be charged at RichRelevance standard professional services rates as set forth in the Sales Order and shall be invoiced monthly in arrears and be payable in accordance with Section 6 of the Terms and Conditions.

3. *Issue Resolution*. The SaaS Services shall be supported by RichRelevance as follows:

a. RichRelevance shall not provide direct assistance to Partner's Customers.

b. If the problem is identified as a critical implementation issue, RichRelevance provides phone support through client services specifically for supporting the implementation between Partner applications and SaaS Services.

c. If the problem appears to be a critical or major production application problem (i.e. Priority 1 or 2 below), RichRelevance provides 24/7 telephonic support in English that will be provided to Partner for use by up to three designated Partner personnel.

d. If the problem appears to be a minor or low impact application problem (i.e. Priority 3 or 4 below), RichRelevance provides email support during regular business hours.

e. Upon receipt of an incident report from Partner, RichRelevance shall confirm that the outage or error is being caused by a problem with the Services or Software and assign the issue a priority level in accordance with the table below, and shall use reasonable commercial efforts to respond to each incident report so raised within the target response times specified below. Escalation to higher levels of management will occur if response times or resolution expectations are not met.

Incident Priority Level	Description	Target Response Time
Level 1- Critical	A critical production incident has occurred that impacts the operation of the SaaS Service, resulting in one of the following: (a) The SaaS Service is unavailable; or (b) The experience of all Customers of Partner who interact with a Property on which the SaaS Service has been implemented has be significantly adversely affected. No workaround is immediately available for Level 1 incidents.	1 hour
Level 2- Major	A major production incident has occurred that impacts the operation or functionality of the SaaS Service, resulting in one of the following: (a) the experience of a some, but not all, of the Customers of Partner who interact with a Property on which the SaaS Service has been implemented to be severely adversely affected, or (b) major functionality of the SaaS Service is not available for use by all Partner personnel who have been designated to operate and manage the SaaS Service. No workaround is immediately available for Level 2 incidents.	2 business hours

Level 3- Minor	A system performance issue or bug has been detected that impacts the operation or functionality of the SaaS Service, resulting in one of the following: (a) temporary or intermittent unavailability of some, but not all, of the functionality of the SaaS Service (b) functionalities of the SaaS Service is not available for some, but not all, of Partner personnel designated by Partner to operate and manage the SaaS Service. An incident will be considered Level 3 only if it does not materially impact the productivity of Partner's personnel. An incident will only be considered Level 3 if it does not result in materially adverse experience of Partner's Customers interacting with a Property on which the SaaS Service is implemented. Workarounds may be available for Level 3 incidents.	1 business day
Level 4- Low Impact	An incident has been reported regarding a routine/non-critical technical issue in the SaaS Service that: (a) causes degradation of minor functionality of the SaaS Service or (b) impacts a small number of Customers accessing Properties on which the SaaS Service is implemented. Requests for enhancements submitted by Partner shall be classified as Level 4 incidents. Support inquiries reporting non-critical issues concerning Partner's integration/implementation of the SaaS Service on the Property are considered Level 4 incidents. A reasonable workaround may be available for Level 4 priority incidents.	2 business days

* Will be prioritized in accordance with RichRelevance resources and product development roadmap.

4. *Fixes*. RichRelevance shall exercise commercially reasonable efforts to correct any reproducible malfunction of the SaaS Services or Software reported to RichRelevance by Partner that prevents the SaaS Services or Software from performing in accordance with the operating specifications described in the Documentation.

5. *Exclusions*. RichRelevance shall have no obligation to support: (i) Software modified without RichRelevance's written consent, (ii) use of the SaaS Services or Software other than in accordance with the Agreement or the Documentation, (iii) Partner applications, or (iv) Software installed on any computer hardware, or used with any software, not specified in the Documentation.

V.   SERVICE LEVELS

1. *Definitions*. The following definitions shall apply to the application of the service level provisions of this Addendum.

   a. "*Downtime*" means a period of time during which the SaaS Services are not available. A response from the SaaS Services will be considered not available if it fails to return a standard HTTP 200 (OK) response code due to a failure of RichRelevance's computer equipment. RichRelevance will endeavor to avoid any Downtime while conducting scheduled maintenance (use of the RichRelevance Dashboard may be interrupted) and to align planned outages with regularly scheduled maintenance time, generally 6:00 PM – 9:00 PM Pacific Time twice per month. Notwithstanding such efforts however, Downtime shall not include:

   i. unavailability during RichRelevance's scheduled maintenance;

ii. any Partner specific incidents where recommendations are not served because algorithms do not find sufficiently relevant offers in Partner's data;

iii. when Partner turns off recommendations for any reason other than RichRelevance's failure to perform in accordance with this Support Addendum; or

iv. any incidents set forth in Section V.3 below.

b. **"Service Credit"** means, if Partner experiences Downtime in a given month, an amount equal to the percentage of the SaaS Subscription Fee for the non-performing SaaS Service(s) for the month in which the Downtime occurred calculated in accordance with the following table:

Percentage of Monthly Minutes Not in Downtime	Service Credit (Percentage of Monthly SaaS Subscription Fee)
99.49% to 98.50%	10%
98.49% to 97.00%	20%
96.99% to 95.00%	50%
94.99% to 50.00%	75%
49.99% to 0%	100%

2. **Service Credit**. If Partner experiences Downtime in any calendar month, Partner shall be eligible to receive from RichRelevance Service Credits in accordance with Section V.1(b) above. In order to receive any of the Service Credits described above, Partner must notify RichRelevance in writing within thirty (30) days from the time Partner becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Partner's right to receive a Service Credit. Service Credits shall be given in RichRelevance's invoice for the month following the Downtime, unless the Service Credit is due in Partner's final month of access to the SaaS Services. In such case, a refund for the value of the Service Credit will be mailed to Partner.

3. **Service Level Exclusions**. THE SERVICE LEVEL PROVISIONS SET FORTH HEREIN DO NOT APPLY TO ANY PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF RICHRELEVANCE'S REASONABLE CONTROL; (B) THAT RESULTED FROM ANY ACTIONS OR INACTIONS OF PARTNER OR ANY THIRD PARTIES; OR (C) THAT RESULTED FROM PARTNER'S EQUIPMENT AND/OR THIRD PARTY EQUIPMENT. THE SERVICE CREDITS PROVIDED HEREIN STATE PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY RICHRELEVANCE TO MEET THE STANDARDS SET FORTH IN THIS SUPPORT ADDENDUM.