

Special Terms for the Reseller-Clients ("Reseller-Specifications")

These Reseller-Specifications shall specify certain specific terms under which the Productsup Platform as a Service (the "**Productsup Platform**") is sublicensed by Third Party Reselling-Partners of Productsup (the "**Reseller(s)**") to the End User Clients (the "**Client(s)**").

1. No Contractual Parties

These Reseller-Specifications serve as a specification of certain End-User License Agreements (the "**EULA**") between Reseller and Client insofar as the Productsup Platform is sold by such Reseller in combination with other software products subject to such EULA.

No contractual relationship is established or implied between Productsup and the Client.

2. Applicable Special Terms

- 2.1. The Productsup Platform is documented in the Solutions Schedule, Productsup Platform Description, Professional Services Schedule, and Productsup Professional Services Description Schedules provided under <https://www.productsup.com/legal/>
- 2.2. The Productsup Platform is provided according to the Service Levels set forth in the System Availability Service Level Agreement attached to these Reseller-Specifications.
- 2.3. Notwithstanding any provision of the EULA, Product and Account Support will be provided for the Productsup Platform as set forth in the Product and Account Support Service Level Agreement attached to these Reseller-Specifications.
- 2.4. Productsup's Data backup standards are attached to this Reseller-Specification and available as part of the Productsup Platform Description provided under <https://www.productsup.com/legal/>.
- 2.5. The Productsup Platform may only be used in accordance with Productsup's Acceptable Use Policy attached herein.

List of Applicable Schedules

The applicable Schedules listed below, in each case in their then current form, are incorporated in this Agreement and form an integral part of the Agreement.

| Schedule | Location |
|---|--|
| Solutions Schedule | Available at https://www.productsup.com/legal/ |
| Acceptable Use Policy | Available at https://www.productsup.com/legal/ |
| Productsup Platform Description | Available at https://www.productsup.com/legal/ |
| System Availability Service Level Agreement | Available at https://www.productsup.com/legal/ |
| Product and Account Support Service Level Agreement | Available at https://www.productsup.com/legal/ |
| Professional Services Schedule | Available at https://www.productsup.com/legal/ |
| Productsup Professional Services Description | Available at https://www.productsup.com/legal/ |

Solutions Schedule

When incorporated by reference, the terms set forth in this Solutions Schedule shall specify and govern the provision of the Solutions from the Provider entity to the Customer entity, each as set out in an applicable Order Form (“**Provider**” and “**Customer**”, each also referred to as a “**Party**” and collectively as the “**Parties**”) as of the Effective Date and form an integral part of the terms agreed between Provider and Customer (the “**Agreement**”)

Now therefore, the Parties agree as follows:

I. Definitions

Any capitalized terms not otherwise defined in the Agreement have the meanings set out below. Any reference to the singular includes a reference to the plural and vice versa, unless expressly otherwise provided in this Agreement, and any reference to the masculine includes a reference to the feminine and vice versa, and (unless the context clearly indicates the contrary) the words “including” and “in particular” shall be deemed to be followed by the words “without limitation”. Unless defined otherwise by the Parties in any part of the Agreement that takes precedence over this Schedule, any defined term shall have the given meaning for the purposes of the Agreement.

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| Account | Means the Customer's instance within the Productsup Platform, that Customer and its Authorized Users may use to access, manage and administer their use of the Productsup Platform. |
| Applicable Data Protection Laws | Means all applicable state and federal statutory and regulatory requirements regarding privacy and the protection of “personal data” or “personally identifiable information” (as defined by such laws) as amended from time to time or any other applicable similar laws relating to the protection of personal data in other jurisdictions, including, as applicable, the General Data Protection Regulation (EU) 2016/679 (and as implemented under applicable national law) and any other applicable data protection laws and regulations |
| Authorized Users | Those employees, agents and independent contractors of Customer who are authorized by Customer to access and use the Services under Customer’s Account |
| Customer Data | The (i) data and information provided by Customer to Provider and/or imported, inputted, uploaded and/or shared by Customer, Authorized Users or Provider on Customer’s behalf, for the purpose of using the Solutions or facilitating Customer’s use of the Solutions; or (ii) data collected and processed by or for Customer through Customer’s use of the Solutions, but excluding Provider Data. For the avoidance of doubt, any data processed and exported using the Solutions shall be considered Customer Data. |
| Documentation | Has the meaning given in section 2.7 of this Solutions Schedule. |

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| Intellectual Property Rights | Intellectual property rights including without limitation rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights |
| Productsup Platform | Has the meaning given in section 2.3 of this Solutions Schedule. |
| Product and Account Support | Has the meaning given in section 2.4 of this Solutions Schedule. |
| Provider Data | Any information or data provided by Provider to Customer as part of the Services, for the avoidance of doubt excluding any Customer Data processed by Provider and/or exported from the Productsup Platform |
| Solutions | Has the meaning given in section 2.2 of this Solutions Schedule. |
| WoC Software | Has the meaning given in section 2.5 of this Solutions Schedule. |

2. Solutions

- 2.1 The Solutions set out under this Agreement are the software services provided by or on behalf of the Productsup Group ("**Productsup**") to its customers and/or authorized partners, in each case as further defined in this Agreement. They may be provided to Customer by any Affiliate of Productsup or by an authorized partner. The relevant Provider entity will be set out in an applicable Order Form.
- 2.2 **Solutions:** collectively means the (i) Productsup Platform and relevant Documentation, (ii) Productsup Product and Account Support ((i) and (ii) collectively the "**Productsup Platform Solutions**"), (iii) WoC Software and relevant Documentation, (iv) WoC Software Support ((iii) and (iv) collectively the "**WoC Solutions**"), each as further set out in the Agreement.
- 2.3 **Productsup Platform:** means the Productsup web-environment upon which the Productsup cloud software solutions are made available to Customer via the Customer's Account and may be accessed, controlled and managed by the Customer or its Authorized Users to process Customer Data in the contractually agreed Scope. The scope and functionalities of the Productsup Platform and its relevant licensing modules are further described in the Productsup Platform Description, available via <https://www.productsup.com/legal/>.
- 2.4 **Product and Account Support:** means the support services provided by Productsup to Customer for the Productsup Platform (i) in the event of malfunctions of the Productsup Platform and (ii) regarding Customer's functional issues or questions about the Productsup Platform; and means the support services provided to Customer for the WoC Software (i) in the event of malfunctions of the WoC Software and (ii) regarding Customer's functional issues or questions. Unless expressly agreed by the parties in writing, Product and Account Support is provided exclusively subject to the further specifications and the service levels set out for the provision of Product and Account Support in the Product and Account Support Schedule, available via <https://www.productsup.com/legal/>.
- 2.5 **WoC Software:** Means the cloud software solutions provided under the "World of Content" brand, which are separate from the Productsup Platform. The WoC Software is made available to Customer via the Customer's Account and may be accessed, controlled and managed by the Customer or its

Authorized Users to process Customer Data in the contractually agreed Scope. The scope and functionalities of the World of Content Software and its relevant licensing modules are further described in the World of Content Software Description, available via <https://www.productsup.com/legal/>.

- 2.6 **Documentation:** the then current document(s) and other relevant information, made available to Customer by Provider or on Provider's behalf, which set out a description of the relevant Solutions and the user instructions for the relevant Solutions, as updated from time to time.

3. Service Levels

3.1 Productsup Platform and WoC Software

The Productsup Platform and the WoC Software shall be available to Customer in accordance with the System Availability Service Level Agreement.

3.2 Product and Account Support

The Productsup Platform and the WoC Product and Account Support shall be provided in accordance with the Product and Account Support Service Level Agreement, available via <https://www.productsup.com/legal/>.

4. Information Security and Data Hosting

- 4.1 The Solutions are hosted on third party server infrastructure located in Germany and other member states of the EEA. A list of such third-party hosting providers in respect of the relevant Solution shall be provided upon Customer's request.

4.2 Productsup Platform Solutions

- 4.2.1 To safeguard the integrity of and the Customer Data processed via the Productsup Platform Solutions, Productsup maintains commercially reasonable technical and organizational measures in compliance with the internationally accepted ISO 27001:2013 information security standard framework, designed: (a) to secure its systems from unauthorized disclosure, access or alteration, and (b) to protect against unlawful destruction or accidental loss, as further described in the Information Security Policy available under <https://www.productsup.com/legal/> in its then current form, as amended from time to time.

- 4.2.2 Except for the login credentials of Customer's Authorized Users, the Productsup Platform Solutions can be operated without processing any personal data. Should certain Productsup Platform Solutions, by exception, process any personal data and such personal data pertain to citizens of the European Union, Customer and Provider shall enter into a separate data processing agreement subject to Art. 28 of the General Data Protection Regulation (GDPR).

4.3 WoC Software Solutions

- 4.3.1 To safeguard the integrity of and the Data processed via the WoC Software Solutions, WoC maintains commercially reasonable technical and organizational Information Security Measures

as described in the Information Security Policy available under <https://www.productsup.com/legal/>.

- 4.3.2 The WoC Software Solutions process certain personal data on Customer's behalf. If Customer purchases any WoC Software Solutions from Provider and where such personal data processed on Customer's behalf pertain to citizens of the European Union, Customer and Provider shall enter into a separate data processing agreement ("DPA") subject to Art. 28 of the General Data Protection Regulation (GDPR). Provider's standard DPA is available under <https://www.productsup.com/legal/>.

5. Use of the Solutions

The use of Solutions is subject to Provider's Acceptable Use Policy which is incorporated into this Agreement.

6. Overage Use Fees

6.1 For the Productsup Platform

In any month during the applicable Subscription Term that the Services used by Customer exceed the agreed quantities as set out in the applicable Order Form, Customer shall pay additional Fees for the excess use as indicated in the applicable Order Form and the Productsup Platform Description incorporated into this Agreement. These Fees will be charged as incidental charges on a monthly base.

6.2 For the WoC Software

For any use outside the Scope, as well as any exceeding of the agreed limit of use of the Services, the Customer is deemed to have entered into a new, separate Agreement with Provider, for which the associated costs will be charged separately on the basis of subsequent calculation, subject to notification to Client. Provider has the right to charge the aforementioned costs directly to the Customer; earlier than and separately from any recurring invoice.

7. Intellectual Property Rights and License Grant, Use Rights

- 7.1 Customer acknowledges that Provider and its licensors and suppliers shall own all Intellectual Property Rights in the Solutions, all related source code, Provider Data, Documentation and any enhancements or feedback thereto. Except as expressly stated herein, the Agreement does not grant Customer any applicable Intellectual Property Rights or any other rights or licenses.
- 7.2 Subject to Provider's payment of the agreed fees and compliance with the and conditions of the Agreement, Provider grants Customer, throughout the term of any applicable Order Form, a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable license, solely for Customer's internal business operations, to access and use the Solutions via its Account in accordance with the Scope throughout the agreed subscription term.
- 7.3 Provider reserves its right to change the Solutions through Updates in order to adapt them to the state of the art for similar services, or to optimize them. For the avoidance of doubt, Provider is not obliged

to provide any Updates except as part of Provider's obligation to provide Product and Account Support.

- 7.4 Customer shall own all right, title and interest in and to all of the Customer Data. For the avoidance of doubt, insofar as the Solutions are used by Customer to process, transform and/or create derivative works of Customer Data, Customer shall own all right, title and interest in and to all such Customer Data. Nothing in this Agreement shall be construed to grant Provider any rights in any Customer Data, except for the limited rights set out set out in this section.
- 7.5 Customer grants Provider a limited, non-exclusive, royalty-free, worldwide, license to use Customer Data (i) in connection with the provision of the Solutions as required to perform its obligations under the Agreement and in the agreed Scope; and (ii) for the purposes of improving and/or developing the Services.
- 7.6 Customer further acknowledges and agrees that Provider may obtain, generate and use anonymized and aggregated data in connection with Customer's use of the Solutions and that Provider may use such data at any time to develop, analyze, improve, support, operate and provide the Solutions or other services.
- 7.7 Provider shall follow industry standard archiving and back-up procedures for Customer Data, as set out in Provider's Data Backup Policy, which is incorporated into this Agreement and forms an integral part thereof.

8. Use of External Services

Customer, at its sole discretion, may choose to authorize Provider to use certain data from YouTube, Google, Facebook, Instagram, Twitter, and other platforms, strictly for the purpose of powering certain Provider features for the benefit of Customer and exclusively subject to Customers authorization. Customer can request its authorized data be deleted from Provider by contacting Provider's support team. Customer can learn more about each respective Social Platform's terms of service and privacy policies via the links below:

1. Social Platforms Terms of Service:

Google: <https://www.google.com/intl/en/policies/terms/>

YouTube: <https://www.youtube.com/t/terms>

YouTube API Customer:

<https://developers.google.com/youtube/terms/api-services-terms-of-service>

Facebook: <https://www.facebook.com/legal/terms>

Instagram: <https://help.instagram.com/478745558852511>

Twitter: <https://twitter.com/en/tos>

2. Social Platforms Privacy Policies:

Google & YouTube: <http://www.google.com/policies/privacy>

Facebook: <https://www.facebook.com/privacy/explanation>

Instagram: <https://help.instagram.com/155833707900388>

Twitter: <https://twitter.com/en/privacy>

3. Customer can revoke Provider's access to its data from YouTube, Google,

Facebook, Instagram, and Twitter at any time via each relevant platform's app and security

settings via the links below. Revoking such authorizations may limit or eliminate certain functionalities in the Productsup Platform.

4. Revoke Access:

YouTube & Google: <https://security.google.com/settings/security/permissions>

Facebook: <https://www.facebook.com/settings?tab=applications>

Instagram: https://www.instagram.com/accounts/manage_access/

Twitter: <https://twitter.com/settings/applications>

9. Marketing

9.1 Customer Logo Usage by Provider

Unless explicitly excluded from the scope of the Agreement in an applicable Order Form, Customer agrees that Provider and its Affiliates may publish Customer's name and logo in its Customer lists, and promotional, marketing and investment materials, in any media and grants Provider a non-exclusive, revocable, unlimited license for the described purpose. Any use of Customer's name and logo shall be in accordance with the applicable brand guidelines as notified by Customer from time to time.

9.2 Further Marketing Cooperation

If explicitly agreed and further specified in an applicable Order Form, Customer will co-operate with Provider in producing any press releases, case studies or other marketing materials regarding the supply of the Services to Customer.

Acceptable Use Policy

When incorporated by reference, the terms set forth in this Acceptable Use Policy shall specify and govern the provision of the Solutions from the Provider entity to the Customer entity, each as set out in an applicable Order Form (“**Provider**” and “**Customer**”, each also referred to as a “**Party**” and collectively as the “**Parties**”) as of the Effective Date and form an integral part of the terms agreed between Provider and Customer (the “**Agreement**”).

Now therefore, the Parties agree as follows:

I. Customer’s Use of the Solutions

- I.1 Customer shall ensure that each Authorized User uses a secure and confidential password to access the Solutions.
- I.2 Customer shall:
 - I.2.1 procure that its Authorized Users shall: (i) use the Solutions in accordance with the terms and conditions of the Agreement; (ii) each use a secure and confidential password to access the Account (iii) comply with all applicable laws and regulations with respect to its activities under the Agreement; (iv) only use the Solutions for lawful purposes. Customer shall be liable for any breach of the Agreement by its Authorized Users;
 - I.2.2 use commercially reasonable efforts to prevent any unauthorized access to, or use of, the Solutions, and, in the event of any unauthorized access or use, promptly notify Provider;
 - I.2.3 except where expressly agreed otherwise by the Parties in writing and subject to a separate agreement pertaining to such services, be solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating of all Customer Data in the use of the Solutions. Provider shall not be liable for any errors or inaccuracies in (i) any information provided by Customer; (ii) any Customer Data, or (iii) any changes or modifications to any Customer Data by Provider upon Customer’s written instructions, beyond its responsibility to accurately reproduce such Customer Data upon Customer’s instruction;
 - I.2.4 be solely responsible for using a supported browser that is needed to access the Productsup Platform; a list of supported browsers for the use of the Productsup Platform can be found under <https://help.productsup.com/en/29407-29410-supported-browsers.html>; and
 - I.2.5 be responsible for obtaining all necessary licenses and consents required to use Customer Data in the agreed Scope, if any, including without limitation those from the owners or licensees of any third-party information, and Customer warrants and represents that such licenses and consents have been obtained.
- I.3 Customer acknowledges and agrees that the Productsup Platform serves the purpose of distributing and syndicating Customer Data, but does not serve as a storage solution for Customer Data and shall not be used in this way.
- I.4 Customer shall not and shall procure that its Authorized Users shall not during the course of its use of the Solutions, upload, input, access, store, distribute or transmit any Viruses, nor any material,

including without limitation Customer Data, which is (i) unlawful (including breach of Intellectual Property Rights of any other party or any other person's rights), harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory on the grounds of race, gender, colour, religious belief, sexual orientation, disability or any other illegal activity; or (vi) causes damage or injury to any person or property. Provider reserves the right, without liability or prejudice to its other rights to Customer, to (i) disable Customer's access to any material that breaches the provisions of this section; and to (ii) disable the Solutions in respect of any such content where, in Provider's sole and reasonable discretion, Provider suspects such content to be in violation of this section.

- 1.5 Customer shall not, and shall cause Authorized Users not to, access or use the Solutions, if Customer or any Authorized User is located in a jurisdiction that is that is subject to U.S. or EU economic sanctions, and neither Customer nor any Authorized User shall provide access to the Solutions to any government, entity, or individual located in any such jurisdiction or to any individual identified on any U.S. or EU sanctions lists.
- 1.6 Provider reserves the right, without liability or prejudice to its other rights to Customer, to (i) disable Customer's access to any material that breaches the provisions of this section; to (ii) disable the Solutions with regard to any such content which is in violation of this section.

2. Indemnification

Customer agrees to defend, indemnify and hold harmless Provider and its Affiliates from and against any and all claims, losses, damages, expenses and costs, including without limitation reasonable court costs and legal fees, arising out of or in connection with Customer Data (each a "**Claim**"). Provider shall, in this case (i) notify Customer in due time of any Claim; (ii) grant Customer, at Customer's cost, full authority and control of the settlement and defense of the Claim (to the extent possible under applicable law and possible without impairing the effective defense of the Claim; to the extent no full authority and control can be granted, Provider agrees to involve Customer by fully informing Customer of any communication from opposing party, their counsel, and any court, arbitrator, mediator or other similar entity, and by submitting to Customer for prior approval any statement, brief, submission or filing, written or otherwise, to any of the aforementioned); and (iii) reasonably cooperate with Customer in the defense of such Claim, including providing adequate assistance and information.

3. Provider Intellectual Property Rights and License

- 3.1 Except as may be permitted by applicable law, Customer shall not and shall ensure that its Authorized Users shall not:
 - 3.1.1 make alterations to, or modifications of, the whole or any part of the Solutions or permit the Solutions or any part of it to be combined with, or become incorporated in, any other programs;
 - 3.1.2 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Solutions or attempt to do any such thing;
 - 3.1.3 copy, frame, or mirror any part of the Solutions;

- 3.1.4 access all or any part of the Solutions or the Documentation in order to build a product or service which competes with the Solutions or the Documentation;
- 3.1.5 provide, commercially exploit or otherwise make available the Solutions, in any form to any person;
- 3.1.6 use the Solutions or the Documentation to provide the Solutions or certain functionalities thereof to third parties, except where expressly agreed otherwise in writing by the duly authorized representatives of Provider.

Productsup Platform Description

This Productsup Platform Description specifies the Services ordered by Client under an applicable Order Form.

A. License Features and Functions

Productsup Platform Solutions

I. Subscriptions

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| 1.1 | Software Subscriptions License |
| 1.1.1 | Productsup Platform License |
| | Standard 1.0 Productsup Platform License |

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| | <p>General Functionalities</p> <ul style="list-style-type: none"> • Number of products manageable depends on chosen Edition • Exports/uploads per day depends on chosen Edition • Number of user accounts with user right management depends on chosen Edition • Standard export channels subject to the specifications and limitations in the then-current, applicable Export Channel Template List available under https://www.productsup.com/services-documentation/ • Creation of FTP accounts depends on chosen Edition <p>Data Import Functionalities</p> <ul style="list-style-type: none"> • Access to various standard data import capabilities (e.g. Productsup API, Feed URL, Google Sheets) subject to the specifications and limitations in the then-current, applicable Import Channel List available under https://www.productsup.com/services-documentation/ • Support of multiple data source formats (e.g. XML, CSV, TXT) • Import services to enrich data sources (e.g. ID generation, data transformation) • Connection of multiple standard data sources to one feed • Import of third-party tracking information • Product data API with delta updates possibility • Import data from another site <p>Data Management and Data Processing Functionalities</p> <ul style="list-style-type: none"> • Detailed feed scheduling • Dataflow to map data from import to export • Data-View to preview and analyze the product catalog • Access to rule boxes for optimization and manipulation • Shared processing capabilities • List feature (e.g. category mapping, blacklist, whitelist, normalization lists) • Image manipulation (e.g. dataflow manipulation with rule boxes) |
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| | <ul style="list-style-type: none"> • KPI based ROI strategy feature <p>Data Export</p> <ul style="list-style-type: none"> • Support of multiple feed output formats (e.g. XML, CSV, TXT, etc.) • Various data export capabilities (e.g. HTTP, FTP, SFTP, APIs, etc.) • Access to various pre-configured standard export templates) subject to the specifications and limitations in the then-current, applicable Data Services List available under https://www.productsup.com/services-documentation/ • Up to five custom export templates (including delta functionality and XML manipulation) can be enabled in the Productsup Platform • Analyze option with best practice recommendations for export templates • A/B testing of marketing channels <p>Administration</p> <ul style="list-style-type: none"> • Project- and Site breakdown on account level • Error monitoring feature based on feed quality KPIs: <ul style="list-style-type: none"> o Email notifications o Automated export interruption o Dashboard feature with import and export activity, products count and site status o Error log with details about last runs |
| 1.2 | Add-On-Software Subscriptions |
| 1.2.1 | Feed Management & Marketing Module |
| | <ul style="list-style-type: none"> • Included marketing exports • Search Engines, Comparison Shopping, Affiliate & Retargeting, Social Media, Marketing Tech • Google Keyword Planner (not with Starter edition) |

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| | <ul style="list-style-type: none"> • Facebook Ad-Insights (only with Grow, Scale and Enterprise editions) • Analytics Connectors (DoubleClick, Webtrekk...) (only with Grow, Scale and Enterprise editions) • Google Ad-Previews (only with Grow, Scale and Enterprise editions) • Tracking • Content Experiments (Content A/B Testing) |
| 1.2.2 | Marketplace Module (BETA) |
| | <ul style="list-style-type: none"> • Included Marketplace Exports (Amazon, Ebay, etc.) • Order Dashboard • Order Reporting • Number of order syncs (supported marketplaces can be seen in our software specifications) depends on chosen Edition • PII Security |
| 1.2.3 | Product Content Syndication Module |
| | <ul style="list-style-type: none"> • Syndication to retailers via Item Setup Sheets, Prebuilt Data Pool connections or direct API (only with Grow, Scale and Enterprise editions) • Amazon Vendor and other marketplace/retail hybrids (IP model) (only with Grow, Scale and Enterprise editions) |
| 1.2.4 | Industrial Syndication Add-on |
| | <ul style="list-style-type: none"> • Classification standards (ETIM, UNSPSC, ECLASS) • Special formats (BMEcat, FAB-DIS...) • Industrial data pools (2ba, ARGE...) |

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| 1.2.5 | Seller/Vendor Onboarding Module |
| | <ul style="list-style-type: none"> • Cloud Services Connectors (e.g. Amazon S3, ...) (only with Grow, Scale and Enterprise editions) • Custom API Enabled (only with Grow, Scale and Enterprise editions) • Number of catalogs (1st party, 3rd party Seller/Vendors) (only with Scale and Enterprise editions) depends on chosen Edition |
| 1.2.6 | Content Portal Add-on |
| | <ul style="list-style-type: none"> • Self-service portal for internal and external stakeholders to view & download products and assets • Content Portal Add-on comes by default with one Account included, where Account is defined as the Client's dedicated virtual space in the Productsup Content Portal to manage its use of the Productsup Software through its Authorized Users; • Additional Content Portal accounts can be purchased by a Client • Number of user accounts with user right management depends on chosen Edition • Only with Grow, Scale and Enterprise editions |
| 1.2.7 | Travel Add-on |
| | <ul style="list-style-type: none"> • Included marketing Travel exports (only with Grow, Scale and Enterprise editions) • Travel Channels (Google Hotel Ads, Facebook Hotel Ads, Facebook Flight Ads...) (only with Grow, Scale and Enterprise editions) • Geodata APIs (e.g. Address to Latitude / Longitude) (only with Grow, Scale and Enterprise editions) • Travelportal Ratings Integration (only with Grow, Scale and Enterprise editions) • Weather API (only with Scale and Enterprise editions) |

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| 1.2.8 | Image Designer Module |
| | <ul style="list-style-type: none"> • Shareable templates (not with Starter Edition) • Clipart Library (not with Starter Edition) • Number of layers depends on Edition (not with Starter Edition) |
| 1.2.9 | Dynamic Videos Module |
| | <ul style="list-style-type: none"> • Standard Pre-build templates (not with Starter Edition) • Custom Templates (not with Starter Edition) |
| 1.2.10 | Crawler Module |
| | <ul style="list-style-type: none"> • Data Crawler • Image Properties Crawler |
| 1.3 | Support Services Subscriptions |
| 1.3.1 | Product and Account Support ¹ |

¹ Subject to the specifications in the applicable Master Services Agreement and the Product and Account Support Service Level Agreement Schedule (Support SLA).

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| | <p>Product and Account Support is provided by Productsup subject to the specifications in the applicable MSA and relevant Schedule.</p> <p>Product and Account Support experts reactively answer Client submitted tickets about either a malfunction of the Productsup Software or questions on functionality, scope or configurations of the Productsup Software or Productsup Platform. In both cases, the Client is requested to give as many details as possible, such as links, concrete examples, or screenshots.</p> <p>When communicating malfunctions of the Productsup Software to Productsup, the Client shall reasonably self-diagnose the impact and recommend, in good faith, to Productsup an appropriate Severity Level designation. Productsup shall validate given Severity Level designation or notify Client of a change in the Severity Level designation to a higher or lower level, giving a reason for such change.</p> <p>When communicating non-system issues to Productsup, these can be questions about the functionality of the Productsup Platform, scope or best practices in regard to specific setups. The Client will be provided with help articles, step by step explanations or roadmap outlooks in case certain functionalities are planned, but not available yet. If a desired functionality is not available or in the pipeline, the Client can issue a feature request.</p> <p>Productsup responds to Support Incidents based on Severity Levels (as defined below) during Local Office Hours as specified in the Product and Account Support Service Level Agreement Schedule to the Master Services Agreement.</p> |
| 1.3.2 | Access to Help Center and Academy |
| | <p>Access to the Productsup Help Center with detailed explanations on all available features, as well as examples and use cases. Help articles are constantly updated and kept up-to-date in accordance with new releases of the Productsup Platform.</p> <p>Access to the Productsup Academy online, where self-paced e-learning courses can be retrieved. The offer will continuously be extended and updated. Costs apply according to prices on the Productsup Academy website. The use of the Productsup Academy is subject to separate terms of service.</p> |

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| 1.4 | Add-On Purchases |
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| 1.5 | Add-On Software Products |
| 1.1.1 | Video Rendering Template |
| | <ul style="list-style-type: none"> • Creating and uploading a custom video design template |
| 1.1.2 | On Premise Import Extension |
| | <ul style="list-style-type: none"> • SAP Hybris - Productsup Data Export |

B. Data Backup's provided by the Productsup Platform

The Productsup Platform performs the following backup actions for Client Data:

- Hourly incremental backups;
- Daily full backups;
- Backups are stored off-site (AWS S3);
- Daily automatic backup-restore tests to assess the reliability of the backup actions.

C. Data Retention

Client Data are removed from the Productsup Platform as set out below

1. Removal of Files on Transport

Files on Transport, older than 12 months will be removed. To prolong the lifetime, the user can export the same file again (update) to set the 12 months' Time To Live ("TTL").

2. Files with Dynamic Filenames

Files with dynamic filenames using a dynamic template fragment ({{ ... }}) have a TTL of 30 days and will be removed if the files have not been updated.

3. Overview of Scope of Productsup Platform Editions and Modules

| Edition | | | | | |
|---|----------|--------------|-----------|-----------|------------|
| Platform Features per Edition | Starter | Professional | Grow | Scale | Enterprise |
| Push Platform API (import) | - | - | ✓ | ✓ | ✓ |
| Pull Platform API (export) | - | - | - | - | ✓ |
| PIM Connectors | ✓ | ✓ | ✓ | ✓ | ✓ |
| Onlineshop Connectors (e.g Magento, Shopify) | ✓ | ✓ | ✓ | ✓ | ✓ |
| OAuth | ✓ | ✓ | ✓ | ✓ | ✓ |
| Apps (Data Services) | - | - | ✓ | ✓ | ✓ |
| Users | 3 | 5 | 10 | 25 | 50 |

| | | | | | |
|--|-------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Max SKU/Offer (Max Imported or Exported Lines) (Max lines/sku per import or export) | 1.000 | 5.000 | 50.000 | 250.000 | 500.000 |
| Included Exports per account | 3 | 5 | 15 | 50 | 100 |
| Syndication Frequency (per Channel) | Once a day | Twice a day | Four times a day | Once an hour *) | > Once an hour *) |
| *) Client to deliver deltas. Syndication frequencies cannot exceed processing time per 'run' | | | | | |
| | | | | | |
| Setup Fee per Edition & Account | - | Specified in Order Form | Specified in Order Form | Specified in Order Form | Specified in Order Form |

| Modules | | | | | |
|---|----------------|---------------------|-------------|--------------|-------------------|
| Module Features per Module and Edition | Starter | Professional | Grow | Scale | Enterprise |

| Channel Modules | | | | | |
|--|---|---|---|---|---|
| Feed Management & MKT Module | | | | | |
| Included marketing exports | ✓ | ✓ | ✓ | ✓ | ✓ |
| Search Engines, Comparison Shopping, Affiliate & Retargeting, Social Media, Marketing Tech | ✓ | ✓ | ✓ | ✓ | ✓ |
| Google Keyword Planner | - | ✓ | ✓ | ✓ | ✓ |
| Facebook Ad-Insights | - | - | ✓ | ✓ | ✓ |
| Analytics Connectors (DoubleClick, Webtrekk...) | - | - | ✓ | ✓ | ✓ |
| Google Ad-Previews | - | - | ✓ | ✓ | ✓ |
| Tracking | ✓ | ✓ | ✓ | ✓ | ✓ |
| Content Experiments (Content A/B Testing) | ✓ | ✓ | ✓ | ✓ | ✓ |

| Local Module (LIA / PoS) Add-on (for Feed Management) | | | | | |
|---|---|----|----|----|-----|
| Locations | - | 10 | 25 | 50 | 100 |
| Travel Add-on (for Feed Management) | | | | | |
| Included marketing Travel exports | - | - | ✓ | ✓ | ✓ |
| Travel Channels (Google Hotel Ads, Facebook Hotel Ads, Facebook Flight Ads...) | - | - | ✓ | ✓ | ✓ |
| Geodata APIs (e.g. Address to Latitude / Longitude) | - | - | ✓ | ✓ | ✓ |
| Travelportal Ratings Integration | - | - | ✓ | ✓ | ✓ |
| Weather API | - | - | - | ✓ | ✓ |
| Marketplace Module | | | | | |
| Included Marketplace Exports | ✓ | ✓ | ✓ | ✓ | ✓ |

| | | | | | |
|---|----------|-----------|-----------|-------------|-------------|
| Amazon, Ebay, etc. | ✓ | ✓ | ✓ | ✓ | ✓ |
| Order Dashboard | ✓ | ✓ | ✓ | ✓ | ✓ |
| Order Reporting | ✓ | ✓ | ✓ | ✓ | ✓ |
| Order sync (supported marketplaces can be seen in our software specifications) | 3 | 5 | ✓ | ✓ | ✓ |
| PII Security | ✓ | ✓ | ✓ | ✓ | ✓ |
| Included revenue per month (exkl. vat) | 50.000,- | 150.000,- | 450.000,- | 1.500.000,- | 3.000.000,- |
| Product Content Syndication Module | | | | | |
| Included PCS Exports | - | - | ✓ | ✓ | ✓ |
| Item-Setup Sheets, Pre-Build APIs, Pre-Build Datapools, Retail Channels | - | - | ✓ | ✓ | ✓ |
| Exports with Classification (e.g. BMECat) | - | - | - | ✓ | ✓ |

| Content Portal Add-on | | | | | |
|--|---|---|----|----|-----|
| Content Portal | - | - | - | ✓ | ✓ |
| Users | - | - | - | 50 | 100 |
| Seller/Vendor Onboarding Module | | | | | |
| Cloud Services Connectors (e.g.Amazon S3, ...) | | | ✓ | ✓ | ✓ |
| Custom API Enabled | | | ✓ | ✓ | ✓ |
| Catalogs (1st party, 3rd party Seller/Vendors) | | | 15 | 50 | 100 |
| | | | | | |
| Rich Media Modules | | | | | |
| Image Designer Module | | | | | |

| | | | | | |
|--|---|-------------------------|-------------------------|-------------------------|-------------------------|
| Shareable templates | - | ✓ | ✓ | ✓ | ✓ |
| Clipart Library | - | ✓ | ✓ | ✓ | ✓ |
| Unlimited layers | - | 20 | 50 | ✓ | ✓ |
| Dynamic Videos Module | | | | | |
| Standard Pre-build templates | - | ✓ | ✓ | ✓ | ✓ |
| Custom Templates | - | ✓ | ✓ | ✓ | ✓ |
| | | | | | |
| Setup fee per After Effects template (one off) | - | Specified in Order Form | Specified in Order Form | Specified in Order Form | Specified in Order Form |
| | | | | | |
| Crawler Module | | | | | |

| | | | | | |
|---------------------------------|---|---|---|---|---|
| Data Crawler | ✓ | ✓ | ✓ | ✓ | ✓ |
| Image Properties Crawler | ✓ | ✓ | ✓ | ✓ | ✓ |
| Website Crawler | ✓ | ✓ | ✓ | ✓ | ✓ |

4. Applicable Overage Fees

| I. Overage Fees for excess use of the Productsup Platform | | | | | | | | |
|---|-------------------------------------|---|---|--|-------------|--------|--------|------|
| I.1 Productsup Platform License Edition Overage Fees | | | | | | | | |
| | Overage Variable | Overage Event | Metrics | Overage Fee | | | | |
| | | | | EUR | GBP | USD | AUD | |
| I.1.1 | Syndication Frequency (per Channel) | Client exceeds the agreed Syndication Frequency (per Channel) for the purchased Productsup Platform License Edition | Measured per Channel and Day for every Account/Edition | 250,- | 220,- | 300,- | 389,- | |
| I.1.2 | Max SKU/Offer | Client exceeds the agreed amount of SKUs/Offer for the purchased Productsup Platform License Edition | Measured per month and single SKU/Offer line for every Account/Edition | 0,10,- | 0,09,- | 0,12,- | 0,15,- | |
| I.1.3 | Export Channel | Client exceeds the agreed amount of Export Channels for the purchased Productsup Platform License Edition | Measured per month and Export Channel for every Account/Edition | 198,- | 175,- | 240,- | 305,- | |
| I.1.4 | Edition User | Client exceeds the agreed number of Users for the purchased Productsup Platform License Edition | Measured per month and User for every Account/Edition | 198,- | 175,- | 240,- | 305,- | |
| I.2 Module Overage Fees | | | | | | | | |
| | Module | Overage Variable | Overage Event | Frequency | Overage Fee | | | |
| | | | | | EUR | GBP | USD | AUD |
| I.2.2 | Content Portal Syndication Module | Content Portal Users | Client exceeds the agreed number of Users for the purchased Content Portal Syndication Module | Measured per month and User for every Module | 49,- | 45,- | 59,- | 75,- |

| | | | | | | | | |
|--------------|---------------------------------|--------------------|--|---|--------|-------|--------|-------|
| 1.2.3 | Local Module LIA/POS | Locations | Client exceeds the agreed number of Locations for the purchased Local Module LIA/POS | Measured per month and Location for every Module | 99,- | 85,- | 119,- | 155,- |
| 1.2.4 | Marketplace Module (BETA) | Revenue | Client exceeds the agreed Revenue for the purchased Marketplace Module (BETA) | Measured per month and unit of revenue (depending on currency) for every Module | 0,04,- | 0,04 | 0,05,- | 0,06 |
| 1.2.5 | Seller/Vendor Onboarding Module | Onboarding Catalog | Client exceeds the agreed number of Catalogs for the purchased Seller/Vendor Onboarding Module | Measured per month and Catalog for every Module | 198,- | 175,- | 240,- | 305,- |
| 1.2.6 | Dynamic Videos Module | Dynamic Videos | Client exceeds the agreed number of Dynamic Videos for the purchased Dynamic Video Module | Measured per month and Dynamic Video for every Module | 25,- | 20,- | 30,- | 39,- |

Service Level Agreement

This Service Level Agreement governs the provision and accessibility of the Productsup Platform or World and Content Software.

1. Definitions

- 1.1 **“Downtime”** means the total minutes in the calendar month during which Client’s designated Login to the Productsup Platform or World of Content Software does not respond to Client’s login-request, excluding Excluded Downtime.
- 1.2 **“Excluded Downtime”** means the total minutes in the calendar month attributable to (i) periods of non-availability due to Internet interruptions Provider is not responsible for or due to other circumstances beyond the responsibility of Provider, in particular those caused by force majeure; (ii) periods of non-availability due to planned maintenance of the Solutions or the content which are carried out on a regular basis (**“Scheduled Maintenance”**); (iii) periods of non-availability due to unscheduled essential maintenance work which is necessary to eliminate malfunctions; (iv) periods of non-availability due to the fact that, temporarily, the necessary technical requirements for the access to the Solutions, which must be created by the Client, are not met, for example in case of disturbances of the Client’s hardware.
- 1.3 **“System Availability SLA”** shall be defined as the minimum System Availability of the Solutions during each calendar month for production versions and calculated in accordance to formula defined under System Availability.
- 1.4 **“System Availability”** shall be calculated by following formula:

System Availability as percentage =

$$\left[\left(\frac{\text{total minutes in the calendar month} - \text{Downtime} - \text{Excluded Downtime}}{\text{total minutes in the calendar month} - \text{Excluded Downtime}} \right) * 100 \right]$$

Example:

An example month has 30 days (= 30*24*60 = 43.200 minutes)

Excluded downtime for this example month was 180 minutes

Downtime for the example month = 30 minutes

$$\text{System Availability as percentage} = \left[\left(\frac{43.200 - 30 - 180}{43.200 - 180} \right) * 100 \right]$$

System Availability = 99,93%

2. Provider Obligations

2.1 System Availability SLA

The System Availability SLA of the Productsup Platform and World of Content Software shall be at least 99,5%.

2.2 Downtime

In case of Downtime of the Productsup Platform or World of Content Software, Provider will provide Client with regular updates on system status, mitigation efforts and expected timing for Productsup Platform or World of Content Software to become available again.

2.3 Notices

All notices with regard to Downtime and System Availability of the Productsup Platform are provided exclusively through Productsup's statuspage status.productsup.io.

All notices with regard to Downtime and System Availability of the World of Content Software are provided exclusively through the World of Content statuspage <https://status.worldofcontent.com/>.

Product and Account Support Service Level Agreement Processing times for Client Incidents

This Support SLA governs the provision of Product and Account Support in case of malfunctions of the Productsup Solutions or World of Content Software or for Client's functionality requests.

1. Definitions

- 1.1 **"Complete System Outage"** shall mean the absolute unavailability of all of the Solutions's components.
- 1.2 **"Corrective Action"** means either a final resolution to the error or a temporary workaround or an action plan stating the steps that will be taken in order to solve the error within an estimated timeframe.
- 1.3 **"Incident"** shall mean a support event starting with a failure, a defect or the functional impairment of the Productsup Solutions or World of Content Software as reported to Provider by Client. As soon as the support team is informed about the support event by Client to the dedicated support email address, the support event becomes an Incident.
- 1.4 **"Initial Response Time"** means the time it takes to acknowledge the reporting of an Incident.
- 1.5 **"Local Office Hours"** on any Business Day shall mean times from between 9:00 am and 6:00 pm in the following time zone depending on the contracting Provider's Entity. Where any applicable Order Form indicates Productsup to be the Provider, the following time zones shall apply:

| Contracting Productsup Entity | Products Up GmbH | Productsup Corp. | Productsup Pty. Ltd. |
|-------------------------------|------------------|------------------|----------------------|
| Applicable time zone | CEST | EST | AEST |

Where support is provided by World of Content, the applicable time zone is CEST.

- 1.6 **"Severity Level"** shall have the meaning set out in section 3 of this Schedule.
- 1.7 **"Ongoing Response Time"** shall be the time interval in which updates on the recovery process are shared.

2. Provision of Product and Account Support

- 2.1 Productsup reactively answers Client submitted tickets about a malfunction of the Productsup Platform or any related question on functionality, scope as well as configuration. World of Content support experts reactively answer Client submitted

tickets about a malfunction of the World of Content Software or any related question on functionality, scope as well as configuration. In all cases, the Client is requested to give as many details as possible, such as links, concrete examples, or screenshots.

- 2.2 Malfunctions of the Productsup Platform should be communicated to the Productsup Support Team via support@productsup.com, while malfunctions of the World of Content Software should be communicated to the World of Content Support Team, via the support@worldofcontent.com address. Productsup is responsible for the Account Support of the Productsup Platform while World of Content is responsible for the Account Support of the World of Content Software.
- 2.3 When communicating malfunctions of the Productsup Solutions or World of Content Software to Productsup or World of Content, the Client shall reasonably self-diagnose the impact and recommend, in good faith, an appropriate Severity Level designation. Productsup or World of Content support teams shall validate given Severity Level designation or notify Client of a change in the Severity Level designation to a higher or lower level, giving a reason for such change.
- 2.4 When communicating non-system issues (ascribed as Severity Level 4) to the Productsup or World of Content support teams, these can be questions about platform functionality, scope or best practices in regard to specific setups. The Client will be provided with help articles, step by step explanations or roadmap outlooks in case functionalities are planned, but not available yet. If a desired functionality is not available or in the pipeline, the Client can issue a feature request.
- 2.5 Productsup and World of Content support teams respond to support issues based on Severity Levels (as defined below) during Local Office Hours.

3. Processing times for Client Incidents

| Severity Level of Client Incident | Description | SLA for Initial Response Time (IRT) | SLA for Corrective Action | SLA for Ongoing Response Time (ORT) |
|-----------------------------------|--|-------------------------------------|---------------------------|---|
| 1 | An Incident is properly ascribed "Severity Level 1" if the Incident has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. The Incident requires immediate processing because the malfunction can cause serious losses. This is generally caused by a Complete System Outage. | 6 hours (Local Office Hours) | 1 Business Day | Once every 3 hours (Local Office Hours) |
| 2 | An Incident is properly ascribed "Severity Level 2" if normal business transactions are seriously affected and essential tasks cannot be performed. This is caused by malfunctions of central functions of the Productsup Software or other incorrect or inoperable functions in the Productsup Software that are required to perform | 8 hours (Local Office Hours) | 2 Business Days | Once every 6 hours (Local Office Hours) |

| | | | | |
|---|---|---------------------------------------|-----|----------------------------|
| | essential transactions and/or tasks. The Incident requires immediate processing because the malfunction can seriously disrupt the entire productive business flow. | | | |
| 3 | An Incident is properly ascribed “Severity Level 3” if the Incident has few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the Productsup Platform or World of Content Software that are not required daily or are rarely used. | One Business Day (Local Office Hours) | n/a | Once every 5 Business Days |
| 4 | An Issue is properly ascribed “Severity Level 4” if it is not affecting the functionality of the system. These can be product functionality questions, account configuration questions, or other account requests. | One Business Day (Local Office Hours) | n/a | n/a |

Professional Services Schedule

When incorporated by reference, the terms set forth in this Professional Services Schedule shall specify and govern the provision of the Professional Services from the Provider entity to the Customer entity, each as set out in an applicable Order Form (“**Provider**” and “**Customer**”, each also referred to as a “**Party**” and collectively as the “**Parties**”) as of the Effective Date and form an integral part of the terms agreed between Provider and Customer (the “**Agreement**”)

Now therefore, the Parties agree as follows:

I. Definitions

Any capitalized terms not otherwise defined in the Agreement have the meanings set out below. Any reference to the singular includes a reference to the plural and vice versa, unless expressly otherwise provided in this Agreement, and any reference to the masculine includes a reference to the feminine and vice versa, and (unless the context clearly indicates the contrary) the words “including” and “in particular” shall be deemed to be followed by the words “without limitation”. Unless defined otherwise by the Parties in any part of the Agreement that takes precedence over this Schedule, any defined term shall have the given meaning for the purposes of the Agreement.

2. Professional Services

- 2.1 The Professional Services set out under this Agreement are the supplementary services provided by or on behalf of the Productsup Group (“**Productsup**”) to its customers and/or authorized partners, to assist the Authorized Users of the Productsup Platform and/or the WoC Software in their use and administration of these software solutions, in each case as further defined in this Agreement. They may be provided to Customer by any Affiliate of Productsup or by an authorized partner. The relevant Provider entity will be set out in an applicable Order Form.
- 2.2 Professional Services collectively refers to the (i) Productsup Professional Services, as further described in the Productsup Professional Services Description and the (ii) WoC Professional Services Description, both available via <https://www.productsup.com/legal/>.
- 2.3 **Productsup Platform**: has the meaning given in the relevant agreement or schedule that refers to the provision of Productsup software solutions.
- 2.4 **WoC Software**: has the meaning given in the relevant agreement or schedule that refers to the provision of Productsup software solutions.

3. Marketing

3.1 Customer Logo Usage by Provider

Unless explicitly excluded from the scope of the Agreement in an applicable Order Form, Customer agrees that Provider and its Affiliates may publish Customer’s name and logo in its Customer lists, and promotional, marketing and investment materials, in any media and grants Provider a non-exclusive,

revocable, unlimited license for the described purpose. Any use of Customer's name and logo shall be in accordance with the applicable brand guidelines as notified by Customer from time to time.

3.2 Further Marketing Cooperation

If explicitly agreed and further specified in an applicable Order Form, Customer will cooperate with Provider in producing any press releases, case studies or other marketing materials regarding the supply of the Services to Customer.

Productsup Professional Services Description

This Services Documentation specifies the Professional Services ordered by Client under an applicable Order Form.

A. Scope of Professional Services Packages

Productsup Professional Services

I. Subscriptions

| | |
|-------|---|
| I.I | Professional Services Subscriptions ¹ |
| I.I.I | Ongoing Managed Services Productsup Platform Package (5 hours/month) |
| | Managed Services Productsup Platform Package covers initial setup of the Client's user account according to best practices, creation of sites, setup of data sources, and mapping of export channels according to the Client's wishes through a dedicated Productsup solutions expert. Data will be cleansed, optimized and |

¹ Customer to notice: Professional Services requested by Customer in excess of the Scope of a relevant Professional Services Package may be billed as Overage Fees on a time and materials basis at the hourly rates specified in section B of this Productsup Professional Services Description.

| | |
|-------|---|
| | <p>structured according to Client's wishes. Requests may either be sent by email or communicated in bi-weekly calls, as preferred by the Client. Upon request, Productsup will provide documentation for the Client's user account setup and/or insights into it in scheduled calls, as part of the Professional Services hours included in the Managed Services Productsup Platform Package.</p> <p>The Managed Services Productsup Platform Package exclusively covers Services within the Productsup Platform and does not involve Productsup to access or operate any third-party tools or systems. The Managed Services Productsup Platform Package includes the migration of data sources/imports and/or exports.</p> <p>The Managed Services Productsup Platform Package does not include Productsup being in direct contact with any third-party providers. Such communication needs to be handled exclusively via the Client. The Managed Services Productsup Platform Package does not cover the proactive consulting on best practices outside of the Productsup Platform.</p> <p>Productsup conducts the Managed Services Productsup Platform Package under the assumption that the Client will provide key personnel for the period of its duration. This includes at least one person, but ideally a team, who has knowledge about the injected data and its structure, access to an updating data source and its update schedule, access to export channel specifications and (optionally) upload credentials, and who oversees the completion of the Managed Services Productsup Platform Package as well as the need for and usage of Professional Services hours included in the package. Invalidation of this assumption may alter the scope of services required and may result in additional cost.</p> <p>If the submitted Scoping Document cannot be feasibly achieved with the included Professional Services hours, Productsup will provide an estimate on the total amount of Professional Services hours required per month. All overage hours above the Professional Services hours included in the Managed Services Productsup Platform Package are charged at the overage hourly rates specified in the applicable Master Services Agreement and Order Form.</p> <p>The Managed Services Productsup Platform Package needs to be ordered at least four weeks before the desired start date.</p> <p>Managed Services Clients submitting a request to Productsup will be provided with an estimate on delivery time within one Business Day.</p> |
| I.1.2 | Ongoing Managed Retail Channel Package |

The Ongoing Managed Retail Channel Package is a service conducted via email collaboration, and, if needed, remote video calls, by a Productsup solutions expert. The objective of the Ongoing Managed Retail Channel Package is to take over the initial mapping and data preparation of Client's Retail Channels, and refresh data within those channels upon request on a regular basis.

The number of refresh requests per channel within the purchased volume package is not limited. The channels this service can be applied to, have to be communicated in written form upon service start and can be adjusted dynamically, as long as they stay in the entitlement of the purchased volume package. Changes in channel allocation have to be communicated via email with a notice of 10 business days before the first upload.

Interactions can be for a range of tasks connected to the agreed scope and volume package, including:

- Mapping and preparing initial data set for selected Retail Channels;
- Actioning a site processing to refresh the Retail Channel with updates source data;
- Updating channel specific settings according to the Client's wishes;
- QA of requested channel changes in alignment with Client's wishes;
- Upload of an updated file to the Retail Channel's upload interface;
- Proactive status updates.

Prerequisite for the Ongoing Managed Retail Channel Package is, that Client shares documentation on how to upload data to the Retail Channel's upload interface, enabling the Productsup solutions expert to independently perform the upload task. Moreover, Client agrees to share update cycles in advance and inform assigned Productsup solutions expert about required channel updates at least 5 business days in advance. Client will ensure that they provide key personnel to answer Productsup's questions about data structure and content in order to create a complete mapping.

Productsup conducts this service under the assumption that the Client will provide key personnel for the period of the Ongoing Managed Retail Channel Package. This includes at least one person, but ideally a team, who has foundational knowledge about the Productsup Platform, has knowledge about the injected data and its structure, access to an updating data source and its update schedule, access to the Retail Channel's upload interface and knowledge about its functionalities. Invalidation of this assumption may alter the scope of Services required and may result in additional costs.

| | |
|----|-------------------------|
| 2. | Add-On Purchases |
|----|-------------------------|

| | |
|-------|--|
| 2.1 | Add-On Professional Services ² |
| 2.1.1 | Guided Platform Training Package (10 hours) |
| | <p>The Guided Platform Training Package is conducted via remote video calls by a Productsup Product Trainer. Each participant will get a total of 10 hours of training, of which 6 hours are dedicated to the foundational knowledge needed to utilize the Productsup platform and 4 hours can be used for advanced training on a list of specific topics, which can be chosen freely by the Client.</p> <p>The 6 hours of foundational knowledge are conducted in 4 webinar-style sessions á 90 minutes with a maximum of 16 participants per call. Participants can sign up to those sessions according to their preference via an online portal. Topics covered in the foundational knowledge sessions can be found at https://academy.productsup.com/.</p> <p>Once the foundational knowledge training is completed, the 4 remaining hours of the package can be used on our selection of advanced training topics which can be found at https://academy.productsup.com/. After choosing topics jointly with all training participants in the Client's organization, dedicated timeslots with a Product Trainer can be selected via an online portal.</p> <p>Productsup's objective is to make the Client's team independent and confident users of the Productsup Platform, who are capable of its setup, rollout, and ongoing administration. Productsup conducts the Guided Platform Training Package under the assumption that the Client will provide key personnel throughout its duration. This includes at least one person, but ideally a team, who will be trained as an administrator of the platform, and oversees the completion of the</p> |

² Client to notice: Overage Fees for Add-On Professional Services delivered in excess of the ordered Services may occur subject to the relevant provisions in the applicable Master Services Agreement and Order Form.

| | |
|-------|---|
| | <p>Guided Platform Training Package as well as the need for and usage of Professional Services hours included in this package. Invalidation of this assumption may alter the scope of Services required and may result in additional cost.</p> <p>The Guided Platform Training Package is provided to Client within 90 days upon execution of the relevant initial Order Form, or, if agreed by the Parties, within 90 days at a later point during the runtime of the applicable Order Form. Upon expiry of this period or the included Professional Services hours, the Services provided as part of the Guided Platform Training Package are provided to Client exclusively at the hourly rates for the provision of Professional Services specified in the applicable Master Services Agreement and Order Form.</p> |
| 2.1.2 | Guided Advanced Platform Training Package (4 hours) |
| | <p>The Guided Advanced Platform Training Package is conducted via remote video calls by a Productsup Product Trainer. Each participant will receive 4 hours of training outside of the foundational training topics. The hours of the package can be used on our selection of advanced training topics which can be found under https://academy.productsup.com/. After choosing topics jointly with all training participants in the Client's organization, dedicated timeslots with a Product Trainer can be selected via an online portal.</p> <p>Productsup's objective is to make the Client's team independent and confident users of the Productsup Platform, who are capable of its setup, rollout, and ongoing administration. Productsup conducts the Guided Advanced Platform Training Package under the assumption that the Client will provide key personnel throughout its duration. This includes at least one person, but ideally a team, who will be trained as an administrator of the platform, and oversees the completion of the Guided Advanced Platform Training Package as well as the need for and usage of Professional Services hours included in this package. Invalidation of this assumption may alter the scope of Services required and may result in additional cost.</p> <p>The Guided Advanced Platform Training Package is provided to Client within 90 days upon training start. The Guided Advanced Platform Training Package needs to be ordered 2 weeks in advance. The selection of training topics need to be provided by the Client upon ordering to allow for adequate preparation</p> |
| 2.1.3 | Guided Implementation Consulting (minimum 5 hours) |

| | |
|--|---|
| | <p>Guided Implementation Consulting is conducted via remote video/phone calls and/or email by a Productsup solutions expert. The Productsup solutions expert will own the project management of the Client's technical Productsup platform implementation.</p> <p>The objective of the implementation is to guide the Client through the setup of their individual Productsup platform instance, with a focus on connecting to either all or a proportion of the inbound and outbound channels listed in the Scoping Document. The scope of the guided implementation is agreed upon in the Scoping Document and may only cover a portion of the full scope. Consulting is limited to features within the Productsup platform and does not include involvement in third-party tools. The assigned Productsup solutions expert will provide guidance in how to reach desired data optimization results, but not proactively provide channel specific input for performance improvement outside the analyzer test results.</p> <p>After successful completion of the Guided Implementation Consulting, the Client will have expert knowledge about the individual account setup and be able to maintain it independently.</p> <p>Interactions can be for a range of tasks connected to the agreed scope, including (but not limited to):</p> <ul style="list-style-type: none"> • Project planning and tracking; • Status updates in form of regular meetings and proactive updates; • Hands-on support in the setup of imports and/or export configurations; • Guidance on setting up API connections within the Productsup platform; • Proactive best practices/consultation regarding account setup and functionality to ensure highest possible processing speed and meet user management requirements; • Internal coordination of 'Channel Creation as a Service' requests. <p>Productsup conducts this service under the assumption that the Client will provide key personnel for the period of the Guided Implementation Consulting. This includes at least one person, but ideally a team, who participated in Academy platform training and/or has foundational knowledge about the Productsup Platform, has knowledge about the injected data and its structure, access to an updating data source and its update schedule, access to export channel specifications and (optionally) upload credentials, and oversees the completion of the Guided Implementation Consulting as well as the need for and usage of Professional Services hours included in the package. Invalidation of this assumption may alter the scope of Services required and may result in additional costs. The period of the Guided Implementation Consulting will not be extended free of charge to account for delays caused by the Client.</p> |
|--|---|

| | |
|-------|--|
| | <p>If the submitted Scoping Document cannot be feasibly achieved with the ordered Professional Services hours, Productsup will provide an estimate on the total amount of Professional Services hours required. All overage hours required to achieve the agreed Scope in excess of the Professional Services hours included in the Guided Implementation Consulting are charged at the overage hourly rates specified in the applicable Master Services Agreement and Order Form</p> |
| 2.1.4 | <p>Managed Migration Package (minimum 5 hours)</p> |
| | <p>Managed import and/or export migration will be conducted by a Productsup solutions expert.</p> <p>Managed import migration includes the migration to a new data source, including adjustment of configuration to data source setup, and remapping of attributes in the Productsup Platform, as well as a test run before the launch day of the provided new data source. Within this test run the Productsup solutions expert will point out what exactly changed from the former data source to the new one and create an overview on which attributes need to be remapped/adjusted. According to the time schedule provided by the Client, Productsup will ensure deactivation of export updates during data source switch and activate exports after successful migration.</p> <p>Managed export migration includes the migration to a new export channel destination, such as switching from a feed delivery to an API delivery or vice versa. The Productsup solutions expert conducting the migration will ensure that all attributes are mapped to the channel's requirements, that the provided credentials are leading to a successful upload of data, and the export is completed without errors on Productsup's side.</p> <p>Productsup conducts the Managed Migration Package under the assumption that the Client will provide key personnel for the duration of the period of the Managed Migration Package. This includes at least one person, but ideally a team, who has knowledge about the injected data and its structure, access to credentials for import/export, and oversees the need for and usage of the provided Professional Service hours. Invalidation of this assumption may alter the scope of Services required and may result in additional costs.</p> <p>If the submitted Scoping Document cannot be feasibly achieved with the Professional Service hours included in the Managed Migration Package, Productsup will provide an estimate of Professional Service hours. All overage hours required to achieve the agreed Scope in excess of the Professional Services hours included in the Managed Migration Package are charged at the overage rates specified in the applicable Master Services Agreement and Order Form.</p> <p>The Managed Migration Package needs to be ordered at least two weeks before the desired migration date.</p> |

| | |
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| 2.1.5 | Guided Account Health Check Package |
| | <p>The Productsup Guided Account Health Check is delivered through a Productsup solutions expert. It includes a written analysis of the account structure, setup and performance, as well as a detailed analysis of up to two specific sites, which are selected by the Client. An in-depth explanation of findings, best practice recommendations, and Q&A will take place in a remote video call of 90 minutes.</p> <p>Productsup conducts this service under the assumption that the Client will provide key personnel for the Guided Account Health Check call. This includes at least one person, but ideally a team, who has foundational knowledge of the Productsup Platform, has knowledge about the injected data and its structure, access to an updating data source and its update schedule, and who oversees the Guided Account Health Check Package completion. Invalidation of this assumption may alter the scope of Services required and may result in additional costs.</p> <p>The Guided Account Health Check Package needs to be ordered at least four weeks in advance of the call. Sites for in-depth analysis need to be provided by the Client at least two weeks in advance of the call to allow for adequate preparation. The Guided Account Health Check Package needs to be conducted within 90 days after Order Date.</p> |
| 2.1.6 | On-Site Guided Platform Training Package (6 hours) |
| | <p>The On-Site Guided Platform Training Package is conducted at the preferred location of the Client (as agreed with Productsup) by a Productsup Product Trainer. The hours of the package can be used on our selection of training topics which can be found under https://academy.productsup.com/ or for foundational training with the course structure determined by the Academy. After choosing topics jointly with all training participants in the Client's organization ahead of the meeting, the On-Site visit is scheduled with a Productsup Product Trainer. The maximum number of participants within one On-Site Training Day is 12. The package is expected to be delivered in 1 working day. If additional days are needed to provide the 6 hours of training the additional costs apply.</p> <p>Productsup's objective is to make the Client's team independent and confident users of the Productsup Platform, who are capable of its setup, rollout, and ongoing administration.</p> |

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| | <p>Travel and accommodation expenses are excluded in the Fee and will be added separately.</p> <p>Productsup conducts this service under the assumption that the Client will provide key personnel for the training delivery. This includes at least one person, but ideally a team, who will be trained as an administrator of the Productsup Platform. Invalidation of this assumption may alter the scope of Services required and may result in additional costs.</p> <p>The On-Site Platform Training Package needs to be ordered at least four weeks in advance of delivery. Training topics need to be provided by the Client at least two weeks in advance to allow for adequate preparation. The On-Site Platform Training Package needs to be conducted within 90 days after Order Date.</p> |
| 2.1.7 | Channel Creation as a Service |
| | <p>Creation of channel templates in standard file formats (e.g. CSV, standard XML/JSON format, item setup sheet) and, if needed, connectors for import or export in/from the Productsup Platform (e.g. API connections), as well as individual adjustments to Productsup's standard file formats of existing channels.</p> <p>A Channel refers to the company/website that the data will be ultimately received by e.g. Amazon. A Template refers to the specific attributes and format required by such a Channel. e.g. Amazon (DE) Watches or Amazon (US) Bags. Each Channel may require different attributes for different categories, regions and/or languages and therefore, depending on the channel, multiple templates may be required.</p> <p>For accurate scoping, Channel specifications and credentials for creation are mandatory to be provided by the Client alongside a data sample set. If the Client is unable to deliver Channel specifications and credentials, Productsup's solutions experts can be introduced to appropriate contacts on the Channel's side to retrieve the required information from them. The timely effort on this cannot be scoped but will be charged according to the hourly rates specified in the relevant rate card contained in the Productsup Professional Services Description Schedule to the applicable Master Services Agreement. A sandbox environment for development is optional. In case sandbox tests are desired, the sandbox access needs to be provided by the Client.</p> <p>For certain complexity levels, Productsup will host a call with relevant technical stakeholders from all involved parties, ensuring all solutions requirements are covered. Productsup will provide a summary on requirements in a consolidated overview in written form. The requirements as well as delivery time and costs have to be approved by Client within two weeks.</p> |

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| | <p>For all complexity levels, an estimate on delivery time and cost effort will be given before the start of the channel creation. Once timeline and cost are accepted by both Parties, an Order Form will be created and signed by both Parties. This includes the full scope of the project. Changes on the scope will result in a change to the Order Form through a Change Order subject to the applicable Master Services Agreement.</p> <p>Upon delivery of the Channel, Client has a 2 week time window for User Acceptance Testing/Quality Assurance, in which the solution is verified and tested. Afterwards the project will be closed, and future requirements will be addressed in a new Channel Creation as a Service project.</p> <p>The agreed Fee will be billed as set out in the applicable Master Services Agreement and Order Form. Productsup provides this Service under the assumption that the Client will provide key personnel for the duration of the creation. This includes at least one person, but ideally a team, who has knowledge about the desired structure and/or delivery of data and can answer Productsup's questions during the creation of the Channel. Invalidation of this assumption may alter the scope of Services required and may result in additional costs.</p> |
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| 3. | Proof of Concept |
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| | <p>A Productsup solutions expert will be assigned and made available for the entirety of the booked hours, during Local Office Hours and subject to the specifications in an applicable Proof of Concept Order Form. This expert will be a dedicated, technical, point of contact who owns and executes based on pre-defined success criteria to achieve desired result(s). As a non-binding and non-exhaustive example, activities that may be agreed to be carried out are as follows;</p> <ul style="list-style-type: none"> • Setup of the client's platform account; • Creation of site(s) and project(s); • Configuration of imports and/or exports (flat files); |
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| | <ul style="list-style-type: none"> • Mapping of export channels, data optimized and structured according to desired outcomes; • Project planning and tracking; • Regular meetings and updates. <p>Productsup conducts this service under the assumption that the client will provide key personnel for the period of the Proof of Concept. This includes at least one person who has knowledge of the injected data and its structure. More specifically, access to an updating data source, its update schedule, access to export channel specifications (if required) and (optionally) upload credentials. This person would be our key technical contact and oversee the Proof of Concept.</p> <p>Invalidation of this assumption may alter the scope of Services required and may result in additional costs. The period of the Proof of Concept will not be extended free of charge to account for delays caused by the client. If the originally submitted success criteria cannot be feasibly achieved with the ordered POC hours, Productsup will provide an estimate of additional hours required. All overage hours required to achieve the agreed Scope in excess of the Professional Services hours included in the POC hours are charged at the overage hourly rates specified in the applicable Master Services Agreement and Order Form.</p> <p>Unused booked hours are not reimbursed, but will be credited as 'Guided Implementation' hours for any further Subscription ordered by the Client within the Assessment Phase specified in an applicable Proof of Concept Order Form.</p> |
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B. Rate Card for Professional Services and Channel Creation as a Service

| Service | Hourly Rate | | | |
|-------------------------------|---------------------------|---------------------------|---------------------------|-------------------------------|
| | Productsup Corp. (USD) | Products Up GmbH (EUR) | Products Up GmbH (GBP) | Productsup Pty. Ltd. (AUD) |
| Professional Services | 180,- | 150,- | 130,- | 250,- |
| Channel Creation as a Service | 240,- | 200,- | 175,- | 330,- |