

STANDARD TERMS AND CONDITIONS FOR IN-PERSON RETURNS AND IN STORE RETURNS SERVICES

These Standard Terms and Conditions for In-Person Returns Services and In Store Returns Services (these "T&C's") together with the Commerce Services Standard Terms and Conditions ("Standard Terms") govern the Client's acquisition and use of the Services described herein. By signing the Statement of Work for In-Person Returns Services and In Store Returns Services ("SOW"), you accept the terms of these T&C's and agree to be bound by them for so long as you use the Services.

1. Definitions

- 1.1. "Client Customer" means an end consumer of Client who requires returns services with respect to a Product.
- 1.2. "Implementation Date" means the date upon which the first Returned Product is delivered to Service Provider (or, where applicable, Vendor), in connection with the Services.
- 1.3. "In-Store Loss Claim Value" means Client's actual Returned Product cost for all Returned Products contained in the In-Store Package that is the subject of the applicable Loss Claim (not to exceed \$100.00 per In-Store Package).
- 1.4. "In-Store Package" means any domestic (United States) package that is provided to Service Provider (or, where applicable, Vendor) for return in connection with In Store Returns services provided pursuant to the SOW.
- 1.5. "Loss Claim" means a claim related to an In-Store Package or Return Bar Return received by Service Provider (or, where applicable, Vendor) in connection with the Services that is lost or damaged while in the control of Service Provider, Vendor or either's agent.
- 1.6. "Loss Claim Notice" means a written notice from Client containing (i) facts sufficient to identify the Loss Claim, which at a minimum should include any relevant ID number, invoice number, and claim reason, and (ii) the Loss Claim Value.
- 1.7. "Loss Claim Value" means (i) In-Store Loss Claim Value with respect to a damaged or lost In-Store Package, and (ii) Return Bar Loss Claim Value with respect to a damaged or lost Return Bar Return.
- 1.8. "Product" means an item of Client's merchandise purchased by a Client Customer.
- 1.9. "Return Bar Loss Claim Value" means Client's actual Returned Product cost for the Returned Product(s) comprising a Return Bar Return that is the subject of the

applicable Loss Claim (not to exceed \$100.00 per Return bar Return).

- 1.10. "Return Bar Return" means a (i) Returned Product that is not contained in a package at the time of delivery to Service Provider (or, where applicable, Vendor), or (ii) package containing a Returned Product, in each case, delivered to Service Provider (or, where applicable, Vendor) by a Client Customer at a Return Bar in connection with the In-Person Returns service provided pursuant to the SOW.
 - 1.11. "Returned Product" means a Product that is delivered to Service Provider (or, where applicable, Vendor), in connection with the Services, regardless of whether such merchandise is in a package at the time of delivery or not.
 - 1.12. "Vendor" means the third-party vendor(s) Service Provider will utilize to perform some or all of its obligations hereunder as further described in Section 7.
 - 1.13. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the SOW, and if not set forth therein, as ascribed in the Framework Agreement, and if not set forth therein, as ascribed in the Standard Terms.
2. **Services.** The additional terms in this Section shall apply to each applicable service Client has purchased in the SOW.
- 2.1. **Online Returns & Exchange Service.** Service Provider shall provide the service of an online return and exchange service ("ORES") of accepting Client Customer returns of Products through a hosted web service. ORES may include in-person returns and/or exchanges taking place at a USPS location as facilitated by Service Provider (or, where applicable, Vendor).
 - 2.2. **In-Person Returns.** Service Provider (itself or through its vendor) shall provide the service of accepting in-person returns and/or exchanges from Client Customers ("In-Person Returns") via a network of return locations ("Return Bars"), which shall be selected and managed by Service Provider (or, where applicable, Vendor). Returned Products received in Return Bars will be packed by Return Bar store personnel, and Service Provider (or, where applicable, Vendor) shall coordinate such Returned Products being shipped to a processing facility ("Hub"). Service Provider (or, where applicable, Vendor) will accept Returned Products at Hubs where such items will be processed to the level required in the SOW, aggregated, and shipped to the destination selected as set forth in the SOW.

- 2.3. **In Store Returns.** Service Provider shall provide the service of accepting in-person returns and/or exchanges from Client Customers in the Client's own retail locations ("In Store Returns", and together with In-Person Returns and ORES, the "Services") using Service Provider (or, where applicable, Vendor) provided technology systems. All Returned Products received in Client's retail locations will be shipped to Hubs for processing, disposition and shipment. To avail itself of In Store Returns, Client must utilize certain computer tablet or other hardware required by Service Provider (or, where applicable, Vendor) ("Returns Tablets"). If required, Service Provider shall sell such Returns Tablets to Client, and title to each Returns Tablets shall transfer to Client upon Service Provider's receipt of full payment for such Returns Tablet. WITHOUT IN ANY WAY LIMITING SECTION 8 OF THE STANDARD TERMS, RETURNS TABLETS ARE SOLD TO CLIENT "AS-IS" AND SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO RETURNS TABLETS, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

2.4. Technology Roadmap.

- 2.4.1. In connection with the Services, Service Provider (or, where applicable, Vendor) shall: (i) search Client's Information Systems by Client Consumers' email addresses for Products eligible for return and/or exchange, (ii) present a list of merchandise eligible for return and/or exchange, with pictures and descriptions sent by Client's Information Systems, (iii) enable Client Customers to return and/or exchange Products that appear eligible to return and/or exchange on the merchandise list, (iv) record the return and/or exchange reason, and (v) present a preview of the return and/or exchange including Products, refund amount, and payment method.
- 2.4.2. Following submission of a return and/or exchange, Service Provider (or, where applicable, Vendor) shall: (i) mark the order as returned and/or exchanged in Client's Information System, and (ii) send the applicable Client Customer a receipt email.
- 2.4.3. Following shipment of a Returned Product to the applicable destination, Service Provider (or, where applicable, Vendor) shall provide a manifest of the shipment contents via email.

- 2.4.4. The above Sections 2.4.1 and 2.4.2 comprise the "**Standard Product Roadmap**" for the Services. Any technical requests for work outside the scope of the Standard Product Roadmap may be performed at Service Provider's (or, where applicable, Vendor's) then-current standard rate for similar services, which in no event will be less than \$200.00 per hour.
- 2.4.5. If Client desires for a contractor, vendor or any other third-party to access Service Provider's Systems in connection with Client's receipt of Services (including in connection with any systems integration), such third-party must agree in writing to be bound by Service Provider's terms and conditions with respect to such access. Nothing herein will be deemed to grant, by implication, estoppel or otherwise, Client any rights to sublicense, share, or otherwise make available Service Provider's Systems to any third-party, including vendors of Client.
- 2.5. **Reporting.** In connection with the Services, Service Provider (or, where applicable, Vendor) shall provide Client with a self-service, web-based dashboard that includes key metrics and information related to the performance of the Services, such as: (i) quantity, value, and types of Returned Products processed through applicable return channels, and (ii) status of Returned Products.
- 2.6. **Support and Training.** In connection with the Services, at no additional cost, Services Provider (or, where applicable, Vendor) shall provide Client standard support services, training materials, and education as necessary for the performance of the applicable Services.
3. **Client Obligations.**
- 3.1. **Cooperation.** Client acknowledges and agrees performance of the Services requires, and is conditioned on, Client providing Service Provider (or, where applicable, Vendor) certain direction, information, approvals, authorizations, access, materials or decisions. As such, upon request by Service Provider (or, where applicable, Vendor), Client shall promptly provide Service Provider (or, where applicable, Vendor) with all direction, information, approvals, authorizations, access (including to Client's Information Systems and other tangible, intangible and real property), materials and decisions as is necessary or useful for the performance of the Services. Such cooperation may include providing, without limitation, (i) with respect to processing services, standard operating procedure guidelines defining (in reasonable detail) all applicable aspects of such services (e.g., inspection and cleaning, folding, bagging, and labeling/tagging), (ii) with respect to dispositioning services, (a) confirmation of types of disposition items, (b) standard operating procedure guidelines defining (in reasonable detail) dispositioning of items, (c) specific disposition destinations and addresses for items, and (e) frequency for shipping, and (iii) access to an API or a web-based customer service portal, or installing a platform-based application, such that Service Provider's Systems (or, where applicable, Vendor's systems and software) can (A) identify orders (via Client Customer's email address and/or order IDs) placed on Client's website, (B) retrieve Client merchandise information relevant to positively identify the item and confirm its returnability status (including, without limitation, item name, one or more item images, SKU/UPC, size, and color), (C) formulate previews of potential returns and/or exchanges, (D) submit returns and/or exchanges, and (E) trigger refunds to desired payment methods.
- 3.2. **Compliance.** Client represents and warrants that no Returned Products are counterfeit goods or goods that otherwise violate trademarks or other intellectual property rights held by third party owners of such trademarks or rights. Client shall immediately notify Service Provider with the pertinent facts if Client knows or should have known that it has furnished counterfeit goods to Service Provider (or, where applicable, Vendor). Client further represents and warrants that no Returned Products do or will contain (i) hazardous materials such that hazardous shipping papers are required under CFR 49, ORM-D, DOT or other applicable laws, rules or regulations and will not contain, (ii) dangerous goods such that IATA Dangerous Goods Regulations would apply, or (iii) prescription drugs or other controlled substances or regulated goods.
4. **Termination.**
- 4.1. Service Provider may terminate the SOW immediately in the event: (i) no Implementation Date has occurred within 60 calendar days of the Effective Date, (ii) Client fails to pay Fees when due, or (iii) the agreement between Service Provider and Vendor pursuant to which Vendor performs services on behalf of Service Provider hereunder is terminated or expires; provided, Service Provider shall use good faith and commercially reasonable efforts to provide Client with reasonable notice prior to terminating the SOW pursuant to this clause (iii).
- 4.2. **Effects of Termination.** Upon expiration or termination of the SOW for any reason: (i) Service Provider will promptly return to Client, upon prepayment of any applicable fees specified in the SOW, all Returned Products in its possession and control and (ii) Client immediately will cease (and will instruct Client Customers to cease) submitting Returned Products to Service Provider. Client hereby authorizes Service Provider (and, where applicable, Vendor) to destroy any Returned Products received by Service Provider (or, where applicable, Vendor) after the termination date and Service Provider shall not be liable for any loss or damage to Returned Products arriving at a Service Provider (or, where applicable, Vendor) facility after termination of the SOW.
5. **Indemnification.** Client shall indemnify, defend and hold harmless Service Provider and its affiliated and controlling entities, and the directors, employees, officers, agents, subcontractors, licensors and suppliers of each of them from and against all third party (including Client Customers or Vendor) liabilities, claims, suits, demands, actions, fines, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) the design, manufacture, packaging, marketing, use, storage, importation, customs clearance, transportation or sale of any Returned Product or Client's instructions regarding such Returned Product; (ii) claims of infringement or misappropriation of a third-party's intellectual property or proprietary rights relating to any Product; (iii) arising out of or in connection with actual or alleged violations of laws, rules or regulations applicable to Client or a Returned Product (and any and investigation relating thereto); (iv) breach of any representation or warranty in Section 3.3.2; and (v) Service Provider incurrence of any tax liability, duty or levy as a result of the provision of the Services, or receipt of an assessment from a taxing authority in connection with the provision of the Services. Service Provider shall have no liability or indemnification obligation under the SOW arising out of or in connection with any Returned Product.
6. **Loss Claims.**
- 6.1. **In-Store Package Liability.** With respect to In-Store Packages: Service Provider accepts liability once received (i.e., picked up) by Service Provider (or, where applicable, Vendor) or its agent or contractor at the applicable Client retail location until such time as such In-Store Package is released to Client or Client's agent.

- 6.2. **Return Bar Return Liability.** Service Provider accepts liability for Return Bar Returns once received by Service Provider (or, where applicable, Vendor) at a Return Bar until such Return Bar Return is released to Client or Client's agent.
- 6.3. **Loss Claims Process.** Receipt of In-Store Packages and Return Bar Products at Client's retail location or a Return Bar or a Hub, respectively, is entered and recorded in Service Provider's Systems (or, where applicable, Vendor's systems and software) pursuant to its policies and procedures. To pursue a Loss Claim, Client must file a complete written Loss Claim Notice with Service Provider within one (1) calendar month of the date of receipt of the applicable In-Store Package or Return Bar Return was recorded in Service Provider's (or, where applicable, Vendor's) systems. Upon receipt of a Loss Claim Notice, Service Provider will acknowledge and respond to Client within three (3) business days. Service Provider will promptly investigate each Loss Claim. For each completed and properly filed Loss Claim Notice, Service Provider will within ten (10) business days after receipt thereof pay, decline, settle or request additional information necessary to resolve each such Loss Claim Notice. Settled claims will be credited against Client's balance under the SOW. Service Provider is not liable for concealed loss or any loss or damage incurred as a result of Client's or a Client Customer's acts or omissions.
- 6.4. **Sole Remedy.** This Section 6 sets forth Service Provider's sole liability and Client's sole remedy for In-Store Packages or Return Bar Returns lost, damaged, or destroyed in connection with the Services.
7. **Certain Vendor Terms.**
- 7.1. **Independent Vendor.** In performing services on behalf of Service Provider, Vendor may operate under its own

brand and utilize its employees and contractors—who in no event will be deemed employees of Service Provider. Client hereby acknowledges and agrees to the foregoing and hereby consents to Service Provider's use of Vendor in connection with the Services, including Service Provider's disclosure of Confidential Information to Vendor and Vendor's use thereof as necessary or useful to perform the Services. Furthermore, Client hereby acknowledges and agrees that Client may be required to agree to certain of Vendor's terms and conditions to receive Services, and such terms and conditions may limit Vendor's liability, disclaim certain warranties, impose defense and indemnification obligations on Client, and limit Client's rights in bringing suit against Vendor.

- 7.2. To the extent Client is provided copies of, access to or other use of any of Vendor's Intellectual Property ("Vendor IP"), for purposes of the SOW, as between Client and Service Provider, such Intellectual Property shall be considered Company Owned Intellectual Property or otherwise as Service Provider's Intellectual Property, and Client hereby acknowledges and agrees that all such Vendor IP is subject to any and all restrictions and protections that are provided for Company Owned Intellectual Property and any other of Service Provider's Intellectual Property hereunder (including in the Standard Terms). Vendor is the owner of, and shall retain ownership of and all rights in, Vendor IP.
- 7.3. Except as set forth in Section 7.1, performance of the Services shall in no event be deemed to create a contractual relationship between Client and Vendor. Without limiting the foregoing, and for the avoidance of doubt, (i) in no event will Vendor be liable to Client for any amounts or types of costs, damages or other

liabilities in excess of what Service Provider may be liable to Client under the SOW, and (ii) Vendor makes no warranties, express or implied, to Client with respect to the Services.

8. **Liability Cap.** Notwithstanding Section 8.3 Clause 2 of the Standard Terms, EACH PARTY'S LIABILITY TO THE OTHER FOR ALL DAMAGES AND INDEMNITY OF ANY KIND ARISING UNDER OR RELATING TO THE SOW IS CAPPED SUCH THAT THE CUMULATIVE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS SHALL NOT EXCEED THE LESSER OF (i) \$1,000,000, OR (ii) THE AMOUNTS PAID BY CLIENT TO COMPANY UNDER THE SOW FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM. THE FOREGOING LIMITATIONS WILL NOT APPLY TO (a) ANY CLAIMS FOR PERSONAL INJURY OR DEATH; (b) ANY CLAIMS BASED UPON A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (c) ANY CLAIMS BASED ON A WILLFUL VIOLATION OF EITHER PARTY'S PROPRIETARY RIGHTS; (d) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (e) ANY CLAIMS FOR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; OR (f) CLIENT'S INDEMNIFICATION OBLIGATIONS AND ANY LIABILITY ARISING THEREUNDER. FOR PURPOSES OF CLARIFICATION, IN NO EVENT WILL AMOUNTS DUE AND PAYABLE TO COMPANY UNDER THE SOW BE DEEMED SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

----End of Standard Terms and Conditions for In-Person Returns Services and In Store Returns Services ----