

Trove Standard Terms of Service

Last updated: April 10, 2025

These terms, including any attachments (collectively, “**Terms**”) are entered into as of the effective date listed on the Order Form (the “**Effective Date**”) between Trove Recommerce, Inc. (“**Company**”) and the merchant identified on the Order Form (“**Client**”), collectively the “**Parties**.” These Terms and any applicable Order Form(s) form the “**Agreement**”. Trove may, from time to time and at its reasonable discretion, modify these Terms with or without notice to Client, provided that no modification by Trove of these Terms will result in any of the following: (1) Subscription Services that differ from those set forth herein and as agreed to in Client’s applicable Order Form, (2) materially diminished obligations for Trove, (3) materially diminished rights of Client, or (4) Fees higher than those agreed to in Client’s Order Form during the then-current term, unless the Parties have agreed in writing thereto. Any modification of these Terms will be effective immediately upon the posting of such revised Terms on this page. It is Client’s responsibility to review these Terms for any modifications, and Client’s continued use of the Subscription Services following any such modification constitutes its acceptance of any modified Terms. If Client does not agree to any change, it must notify Trove by e-mail at legal@trove.com. If Client so notifies Trove, then Client will remain governed by the most recent Terms applicable to Client until the end of the then-current Term and the updated Terms shall apply to Client upon the commencement of the subsequent Term.

In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DEFINITIONS.**

“Authorized Users” means (1) Client, including its employees or contractors that Use the Subscription Services on its behalf, or (2) End Users.

“Buyer” means a consumer that purchases Product(s) via Subscription Services on the Sites.

“Client Content” means all information, data, Sites, content and other materials, in any form or medium, including the Product Catalog and Product Copy that is transmitted or otherwise provided by or on behalf of Client or any End Users through the Subscription Services or to Company in connection with Client’s Use of the Subscription Services, but excluding, for clarity, Aggregate Data and any other Company IP.

“Client Marks” means the Client’s name, trademarks and logos, whether registered or unregistered.

“Company” means Trove Recommerce, Inc.

“Company IP” means the Subscription Services, the underlying software, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Subscription Services, Documentation, and Aggregate Data, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all intellectual property rights in and to any of the foregoing.

“Documentation” means the operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list and other similar materials in hard copy or electronic form if and as provided by Company to Client (including any revised versions thereof) relating to the Subscription Services, which may be updated from time to time upon notice to Client.

“End Users” means end users of the Sites, including Client’s customers and potential customers.

“Fees” means the fees provided in the Order Form for Company to perform the necessary Operations (listed in 2(e) below) on the Pre-Owned Articles, including the Revenue Share Fee, Monthly Platform Fee and any additional fees.

“Order Form” means a (i) mutually executed order form or other mutually agreed upon ordering document; (ii) purchase order issued by Client and accepted by Company in writing ; or (iii) quote issued by Company and accepted by Client, in each case which references this Agreement and sets forth the applicable Subscription Services to be provided by Company.

“Pre-Owned Articles” means the product(s) shipped or otherwise provided by Client to Company which Company agrees sell on behalf of Client.

“Product Catalog” means Client’s digital catalog of its products offered for sale on the Site.

“Product Copy” means copy from the Product Catalog, including the name and other descriptors of Pre-Owned Articles.

“Seller” means the Client, a customer, or another Authorized User that is offering for sale Pre-Owned Articles via Subscription Services on the Sites.

“Sites” means Client’s websites, including any subsites, sub-domains and online marketplace(s) that use the Subscription Services.

“Subscription Services” means the Trove Resale Page (excluding Client Content), Trove Data Analytics Platform, Company’s proprietary technology platform, and all associated services provided by Company, as more particularly described or identified in the applicable Order Form.

“Trove Resale Page” means the page developed by Company for Client for the resale of its Pre-Owned Articles.

“Use” means to use and access the Subscription Services in accordance with this Agreement and the Documentation, including by making the Subscription Services available to End Users via the Sites.

2. **SUBSCRIPTION SERVICES.**

(a) Services. Company will provide the Subscription Services to Client in accordance with the terms and conditions set forth in the applicable Order Form and this Agreement.

(b) Site Setup. Company will set up the Site in accordance with written specifications agreed to between the Parties, implementation materials, or as otherwise agreed in writing (**“Site Specifications”**). Client shall provide the required brand assets (e.g., logo, color scheme, fonts, hero image, etc.) according to agreed up deadlines, and shall have five business days to provide feedback on the Company’s completed Site setup. After Client initially approves the initial design and/or development, any request to perform additional design and/or development updates may be subject to a change order, to be billed at the rate set forth in the Order Form.

(c) Ownership of and Right to Use the Subscription Services. This Agreement does not contemplate the development of any work product or deliverable to be owned by Client. As between Client and Company, Company owns and retains all right, title and interest in and to the Subscription Services, all underlying software and technology, and Documentation, including all intellectual property rights therein and Client further assigns to Company any feedback provided by or on behalf of Client. Subject to Client’s compliance with the Agreement, Company hereby grants to Client a limited, revocable, non-exclusive, non-transferable (except pursuant to Section 12(a)) right and license to Use the Subscription Services in accordance with, and subject to, the terms of the applicable Order Form during the Term set forth therein.

Subject to the limited rights expressly granted hereunder, Company reserves and, as between the Parties will solely own, the Company IP and all rights, title and interest in and to the Company IP. All intellectual property rights created in any Company IP will vest solely in Company upon creation, and to the extent that sole ownership does not originally vest in Company, such intellectual property rights are hereby automatically and irrevocably assigned by Client to Company. Client will take all actions and execute all documents reasonably requested by Company to give effect to the preceding sentence. No rights are granted to Client hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

(d) Use Restrictions. Client will not, and will not permit any person or entity (including, without limitation, Authorized Users to, directly or indirectly: (i) copy, modify or create any derivative work of any portion of the Subscription Services or the Documentation; (ii) reverse engineer, decompile, decode, or disassemble or otherwise attempt to derive or gain improper access to any software component of the Subscription Services, in whole or in part; (iii) frame, mirror, sell, resell, market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan any portion of the Subscription Services to any other person or entity, or otherwise allow any person or entity to Use the Subscription Services for any purpose other than for the benefit of Client in accordance with this Agreement; (iv) Use the Subscription Services or Documentation to infringe, misappropriate, or otherwise violate any intellectual property rights or other rights of a third party, or to violate any applicable law; (v) access or search the Subscription Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Subscription Services features provided by Company for use expressly for such purposes; or (vi) Use the Subscription Services, Documentation or any other Company Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Subscription Services.

(e) Authorized Users. Client may authorize only Authorized Users via the Sites, provided that Client ensures that Authorized Users comply with the Terms. Company may suspend or terminate any Authorized User's access to the Subscription Services upon notice to Client if Company reasonably determines that such Authorized User violated the Terms. Client is responsible for all acts or omissions by Authorized Users in connection with their Use of the Subscription Services or Sites.

(f) Customer Support. If provided as part of the services in the Order Form, Company will make commercially reasonable efforts to respond to customer support requests for typical issues related to the resale program and dispute management. If noted in the Order Form or other writing mutually agreed upon by the parties, Company will also review, and approve or deny seller's listings.

(g) Company Data Analytics Platform. Company's BI Visualization tool, or such other platform used by Company from time to time, will be a hosted system for Client's self-service access to certain business data and operational reporting related to the Site, return inventory processing and sales of Client's Pre-Owned Articles ("**Trove Data Analytics Platform**"). All such data made available to Client via the Trove Data Analytics Platform is Confidential Information.

(h) Data Files. In addition to data made available to Client via the Trove Data Analytics Platform, Company may also deliver inventory data processed through the Trove ReWarehouse Management System through a secure method to be determined by Company. All such data is Confidential Information.

(i) Exclusivity. During the Term of any Order Form, Client designates Company as its exclusive resale technology and marketplace services provider and shall not directly or indirectly engage any third party to provide services similar to the Company's Subscription Services.

3. **FEES AND PAYMENTS.**

(a) Fees. In consideration for Company providing the Subscription Services, the fees due to the Company ("**Fees**") shall be paid in accordance with the terms set forth in the applicable Order Form.

(b) Gift Cards. Upon conclusion of a Seller's sale of a Pre-Owned Article on the Sites using the Subscription Services, Company may be required by Client to facilitate the provision to that End User of a Client-branded gift card ("**Gift Card**") issued by Client and solely capable of use by the End User (or another recipient designated by the End User as permitted by the terms applicable to such gift card) to make purchases of products and/or services from Client on the Sites in accordance with Client terms and conditions applicable from time to time. Any service or action by Company related to the provision, issuance or transfer of a Gift Card to End Users shall be made as an authorized intermediary acting in the name of and on behalf of Client. Company is not a reseller or issuer of any Gift Card to End Users. Title to any Gift Card will pass from Client directly to the relevant End User and shall not vest in Company.

Client shall be the issuer and supplier of Gift Cards (including on redemption) to End Users for all applicable tax purposes, and for any purposes of any consumer protection or gift card-specific laws, and in each case, Client shall make disclosures to End Users as may be necessary in this respect under applicable laws. Client shall be solely responsible to any End User in respect of the issue, provision, delivery, activation, acceptance and redemption of any Gift Card and any other action or transaction or other matter (including, without limitation, in respect of any receipt, return, credit or deactivation related to or attributable to such Gift Card or associated expiration, breakage or related considerations) and Company shall have no obligation to Client or any End User with respect to such matters.

(c) Sales Tax; Chargebacks. Client will be solely responsible for the calculation, collection and remittance of any sales tax or other tax amounts and the making of any required tax reportings applicable to the purchase of Products by End Users via the Site and the Subscription Services, the issuance and/or redemption of Gift Cards and any other products and services provided by Client. Client will indemnify, defend and hold harmless Company from and against any and all losses, obligations, fines, penalties and other

liabilities related to sales tax or other taxes applicable to purchases of Products via the Sites and the Subscription Services. Client is solely responsible for all chargebacks and disputed charges, and any fees associated therewith.

4. **CLIENT CONTENT AND DATA.**

(a) Ownership. Company acknowledges that, as between Client and Company and except as set forth in Section 5(b), Client owns and retains all right, title and interest in and to all Client Content and Client Marks.

(b) License. Client grants to Company a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license, during the Term, to reproduce, display, modify and otherwise use Client Content and Client Marks solely on the Trove Resale Page in connection with the sale of Pre-Owned Articles or as otherwise necessary in connection with the performance of the Subscription Services under this Agreement by Trove, in compliance with any guidelines or requirements (e.g., use limitations imposed by third-party photographers) provided by Client in writing or as part of the digital file for the applicable Client Content.

(c) Derivative Data. Client understands and agrees that Company may use and disclose, in an aggregated or other de-identified format, any and all data that is derived or collected from Client and/or End Users' use of the Subscription Services ("**Derivative Data**") for any purpose, if the Derivative Data would not reasonably be identifiable as originating with or associated with Client. Derivative Data shall constitute Company IP and Company is and shall be the sole owner of all Derivative Data, but Trove will use reasonable efforts not to disclose to a third-party Derivative Data in a way that could reasonably be expected to link the Derivative Data to Client.

The Parties agree that the terms of the Data Processing Addendum attached hereto as Exhibit B (the "**DPA**") shall govern Company's processing of Personal Data (as defined in the DPA).

5. **REPRESENTATIONS AND WARRANTIES.**

(a) Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into this Agreement; and (ii) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary actions and do not violate its organizational documents. Company represent that it will provide the Subscription Services in a professional and workmanlike manner, and in accordance with the material specifications in the applicable Order Form. Client's sole remedy for any breach of the foregoing representations and warranties shall be limited to Company's commercial efforts to repair or replace the Subscription Services. With respect to any development of Sites, such warranties will be for a period of sixty (60) days from delivery.

(b) Client represents and warrants that: (i) Company's use of the Client Content in accordance with this Agreement will not violate any applicable laws, regulations, intellectual property rights of any third party, or cause a breach of any agreement or obligations between Client and any third party, (ii) the Sites (including any use of the Subscription Services) and all interactions with End Users via the Sites will not violate any applicable laws or regulations, and will not contain a virus or other program or technology designed to disrupt, damage, interfere with or provide unauthorized access to any Company software, hardware or system, (iii) the Gift Cards will not violate any applicable laws or regulations, and (iv) it will obtain from each End User that lists Product(s) for sale via the Subscription Services the right for Company to use, for any lawful purpose, all information provided by such End User in connection with its product listing.

(c) EXCEPT AS EXPRESSLY WARRANTED IN SECTION 5(A), COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF CLIENTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, AND THE SUBSCRIPTION SERVICES PROVIDED BY COMPANY PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE FOREGOING, COMPANY HEREBY

DISCLAIMS ANY WARRANTY THAT USE OF THE SUBSCRIPTION SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED. THE SUBSCRIPTION SERVICES ARE INTENDED ONLY TO FACILITATE THE RESALE OF USED PRODUCTS THROUGH THE SITES BY END USERS, AND COMPANY IS NOT RESPONSIBLE FOR THE PROCESSING OR FULFILLMENT OF ANY SALES OF SUCH PRODUCTS OR ANY APPLICABLE SALES TAX OR OTHER TAX LIABILITIES. FURTHER, IN NO EVENT WILL COMPANY HAVE ANY LIABILITY FOR ANY PRODUCT WARRANTY OR CUSTOMER SERVICES CLAIMS ASSERTED BY ANY THIRD PARTY, WHICH CLAIMS WILL BE THE SOLE RESPONSIBILITY OF CLIENT. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRE-OWNED ARTICLES, INCLUDING WITH RESPECT TO ANY REFURBISHMENT, LAUNDERING, REPAIR AND/OR AUTHENTICATION OF PRE-OWNED ARTICLES.

6. TERM.

The initial term of this Agreement ("**Term**") begins on the Effective Date and will remain in effect for the period specified in the Order Form. The Term will automatically renew for successive terms equal to the initial Term, unless either Party provides the other with at least sixty (60) days' written notice of its intent not to renew this Agreement prior to the end of the then-current Term.

7. TERMINATION.

Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following receipt of written notice specifying the breach in reasonable detail. Any failure by Client to timely pay to Company any Fees due pursuant to an Order Form will constitute a material breach of this Agreement, and Company may, without limitation of any of its other rights and remedies available, suspend performance of any Subscription Services in the event Client has not paid overdue payment obligations within ten (10) days of Client receiving written notice from Company of the overdue amount. Company may further terminate this Agreement immediately upon written notice to Client in the event that Client breaches Sections 2(b), 2(c), 2(d), or 5(b), or infringes or otherwise violates Company's intellectual property rights in and to the Subscription Services.

8. **EFFECT OF TERMINATION.**

(a) Upon expiration or termination of an Order Form (other than termination pursuant to Section 7), each other Order Form that is then-in effect, if applicable, will remain in effect for the duration of the then-current Term of such Order Form.

(b) Upon expiration or termination of this Agreement, the Parties will work together in good faith in an effort to effect a smooth wind down, at Client's expense, in accordance with a mutually agreed upon wind down plan ("**Wind Down Plan**"). Subject to the Wind Down Plan, (i) each Party will make no further use of any Confidential Information belonging to the other Party, and will promptly return to the other Party (or destroy) all Confidential Information of the other Party in its possession or control, except for any archived electronic communications which may be stored confidentially, (ii) Client's and its Authorized Users' right to Use the Subscription Services pursuant to such Order Form will immediately terminate and Client shall immediately remove the Subscription Services from the Sites, including any access by End Users; (iii) unless otherwise agreed in an Order Form or the Wind Down Plan, Trove will package all of Client's Pre-Owned Articles in accordance with industry standards and return to Client at Client's expense all of Client's Pre-Owned Articles in Company's possession or control (if any), and (iv) all Fees owed by Client to Company pursuant to such Order Form will be immediately due; provided that if Client terminates the Order Form for cause in accordance with Section 7, Company will refund to Client a pro rata amount of any Fees paid up-front based on the remainder of the applicable Term. For clarity, Company may offset its costs and expenses associated with wind down against amounts due from Company to Client upon expiration or termination of this Agreement.

(c) The rights and obligations of Company and Client contained in Sections 3, 4, 8, 9, 10, 11 and 12 will survive any expiration or termination of this Agreement and Order Forms.

9. **CONFIDENTIALITY.**

(a) As used herein, “**Confidential Information**” means any information that one Party (the “**Disclosing Party**”) provides to the other Party (the “**Receiving Party**”) in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure, including the terms of this Agreement. For clarity, the Subscription Services and the Documentation will be deemed Confidential Information of Company.

(b) The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; *provided* that Company may use and modify Confidential Information of Client in deidentified form for purposes of developing and deriving Aggregate Data. The Receiving Party may disclose Confidential Information of the Disclosing Party only: (i) to those of its employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure at its sole expense.

(c) The obligations in Section 9(b) will not apply to the extent any Confidential Information: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without access to or use of any Confidential Information of the Disclosing Party that can be evidenced in writing; or (iv) is rightfully obtained by the Receiving Party from a third-party without restriction on use or disclosure.

10. **LIMITATION OF LIABILITY.**

(a) Disclaimer of Consequential Damages. EXCEPT FOR (i) FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY EITHER PARTY, (ii) BREACH OF CLIENT'S PAYMENT OBLIGATIONS AND (iii) INFRINGEMENT OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) Total Liability. UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO COMPANY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM..

(c) Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND CLIENT AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

11. **INDEMNIFICATION.**

(a) Indemnification by Company. Company will defend Client against any third party claim, suit or proceeding ("**Claims**") alleging that Client's Use of the Subscription Services infringes or misappropriates such third party's intellectual property rights, and will indemnify and hold harmless Client against any damages and costs finally awarded against Client or agreed in

settlement by Company (including reasonable attorneys' fees) resulting from such Claim. Company will have no obligation under this Section 11(a) for (i) any Claim, infringement, or misappropriation to the extent arising out of or based upon technology licensed by Company from a third party, or (ii) if the Claim arises from or as a result of (A) Client's breach of this Agreement, negligence, willful misconduct or fraud; (B) any Client Content or the Sites; (C) Client's failure to use any enhancements, modifications, or updates to the Subscription Services that have been provided by Company, including use of a prior version of the Subscription Services that has been superseded by a non-infringing version provided by Company; (D) modifications to the Subscription Services by anyone other than Company; or (E) combinations of the Subscription Services with software, data or materials not provided by Company. This Section 11(a) states Trove's sole and exclusive liability, and Client's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Subscription Services or any technology used by Company to provide the Subscription Services.

(b) Indemnification by Client. Client will: (i) defend Company and its employees, directors, affiliates, and suppliers ("**Company Indemnified Parties**") from any Action against a Trove Indemnified Party alleging that: (A) the Client Content or its use by Company in accordance with this Agreement infringes, misappropriates, or otherwise violates a third party's intellectual property rights or rights of publicity or privacy, (B) a Pre-Owned Article does not conform to the description of that product in the Product Catalog provided by Client to Company or the content tag inside the product, if any; (C) a Pre-Owned Article is not owned by Client; (D) a Pre-Owned Article fails to comply with any warranty made by Client, express or implied by applicable law (including product liability claims); (E) Client violated, or arising from Client violating, its online terms of use, online privacy policy, other policy of Client applicable to its customers, or any applicable law, rule or regulation (including, without limitation, any applicable marketing or consumer protection laws, rules or regulations); and (b) indemnify the Company Indemnified Parties from and against any and all: (A) damages, awards, and

judgments finally awarded against Company Indemnified Parties to the extent arising out of an Action described this Section 11(b); (B) all out-of-pocket costs (including reasonable attorneys' fees) incurred by Trove Indemnified Parties to the extent arising in connection with the defense of such an Action (other than attorneys' fees and costs incurred without Client's consent after Client has accepted defense of that Action); and (C) if such an Action is settled by Client, all amounts payable to any third party that are agreed to by Client in settlement of that Action.

The Party seeking indemnity will provide the other Party with prompt written notice of such Claim (but in any event notice in sufficient time for the indemnifying Party to respond without prejudice) and the indemnifying party will have the exclusive right to defend or settle such Claim. The indemnified Party will reasonably cooperate at the indemnifying Party's expense with the indemnifying Party in the defense and settlement of such Claim. The indemnified Party may participate in the defense of any Claim at its own expense.

12. MISCELLANEOUS.

(a) Publicity. Subject to the provisions of Section 9, each Party shall have the right to publicly announce the existence of the business relationship between the Parties. In addition, during the Term, Company may use Client's name, trademarks, and logos (collectively, "**Client's Marks**") on Company's website and in its marketing materials to identify Client as Company's customer, provided that Company shall use commercially reasonable efforts to adhere to the usage guidelines furnished by Client with respect to Client's Marks.

(b) Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent, except to an acquirer or successor in interest in connection with a merger or acquisition involving such Party or sale of all or substantially all or such Party's assets. Any attempt to assign or transfer this Agreement without such consent will be void. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties' and their respective successors and permitted assigns.

(c) Entire Agreement; Amendments. This Agreement, including its exhibits and any Order Forms, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both oral and written, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties. This Agreement will prevail if it conflicts with any Order Form unless the Order Form expressly identifies the provision in this Agreement it is modifying or replacing.

(d) Export Regulation. Client will fully comply with all applicable federal laws, regulations and rules that prohibit or restrict the export or re-export of the Subscription Services or software, or any Client Materials, outside the United States ("**Export Rules**"), and will complete all undertakings required by Export Rules, including obtaining any necessary export license or other governmental approval.

(e) Force Majeure. Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

(f) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of Delaware without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising out of or related to this Agreement, to the extent not subject to ADR (defined below), will be brought exclusively in the federal or state courts located in San Francisco County (when suit is filed in state court) and the Northern District of California (when

suit is brought in federal court), and the Parties irrevocably consent to the personal jurisdiction and venue therein.

(g) Alternative Dispute Resolution. Any dispute related to these Terms or the Subscription Services will be submitted to mediation and/or binding arbitration ("**ADR**") as set forth below. The place of the ADR will be in San Francisco, California.

- i. Mediation. Any disputes, claims or controversies relating to these Terms or the Subscription Services shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration as set forth below.
- ii. Request for Mediation. A party may commence mediation by providing to JAMS and the other parties a written request for mediation, setting forth the subject of the dispute and the relief requested.
- iii. Selecting Mediator; Costs. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs.
- iv. Confidentiality. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- v. Arbitration. A party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any

time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("**Earliest Initiation Date**"). The mediation may continue after the commencement of arbitration if the parties so desire.

- vi. No other proceedings. No party may initiate an arbitration or litigation related to these Terms or the Subscription Agreement prior to the Earliest Initiation Date, except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to participate in selecting a mediator, as set forth above.
- vii. Class Action Waiver. The parties hereby waive the right to a jury trial or a trial in front of a judge in a public court (except small claims court). No party may join or consolidate disputes by or against others as a representative or member of a class, to obtain relief in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to this arbitration agreement is found to be illegal or unenforceable, then such provision shall be severed from the arbitration agreement, but the rest of the agreement shall remain enforceable and in full effect.
- viii. Tolling. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

(h) Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding arising out of or in connection with this Agreement is commenced by one Party against the other Party, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, other professionals' fees, and court costs from the other Party.

(i) Notices. All notices required or permitted under this Agreement will be in writing (email being sufficient), will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after

deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii) when sent by email, on the date the email was sent without a bounce back message if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party; or (iv) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices (a) to Company will be sent to Trove Recommerce, Inc. 2648 International Blvd., Suite 115, PMB 45, Oakland, CA 94601 with a copy (which shall not constitute notice) to: Fixer Advisory Group 250 West 57th St, Suite 1814, New York NY 10107, Attn: General Counsel, e-mail: legal@fixeradvisory.com; and (b) to Client will be sent to the addresses set forth in the applicable Order Form; or to such other address as may be specified by either Party to the other Party in accordance with this Section.

(j) Relationship Between the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent.

(k) No Third-party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the Parties and their respective successors and assigns.

(l) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

(m) Non-Exclusive Remedies. Except as set forth in this Agreement, the exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(n) Waiver. Either Party's failure to enforce any provision of this Agreement will

not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

EXHIBIT A: Service Level Description

In connection with the Subscription Services, Company will endeavor to provide Client with necessary support and access to technical support personnel as described below.

* A "business day" is Monday through Friday, excluding bank holidays in the United States.

Service Levels for Customer Service

Category	Detail
Business hours	Monday – Friday, 9:00am – 5:00pm PST
Client Customer contact channels	Email only
Client Customer response time	2 business days (excluding bank holidays)
CSAT Target	90% or higher
Reporting	Monthly reporting regarding customer service delivered to Client including CSAT score, and representative sample of Client Customer comments

Company will escalate customer service issues to Client’s customer service department if Company is unable to resolve Client Customer’s issue within two (2) business days of receipt of initial inquiry (subject to a 5pm PST cut-off time). This escalation is Client’s sole and exclusive remedy, and Company’s sole and exclusive liability, for failure to resolve a customer service issue within that 2-day period.

Service Levels for Site Content Updates

1. Client Content Upload. Company will display product images from the Product Catalog as a representative image for those Pre-Owned Articles, leverage the Product Catalog to populate product details on the site (title, description, etc.) and will follow templates and guidelines provided by Client. Company will not alter the Product Copy or other content except for copy normalizations reasonably necessary to facilitate a consistent customer experience and in order to describe, in Company's discretion, the condition of the Pre-Owned Articles. Incorrect copy, images, product detail shortfalls, or other issues (e.g., poorly written descriptions, missing care instructions, etc.) will be resolved by the Client through an update to the Product Catalog promptly after Company identifies the issue to Client. Company may elect to suspend availability of a Pre-Owned Article from the Site until Client provides complete and accurate information regarding the Pre-Owned Article.

2. Corrections. Company is responsible for correctly associating Pre-Owned Articles with the applicable Product Copy. For Pre-Owned Articles that are mis-associated (e.g., the image does not match the product title) or are otherwise associated incorrectly with Product Copy, Company will make reasonable efforts to correct or remove from the Site those listings within two (2) business days of detection by Company or from receipt by Company of notification from the Client.

Site Performance Service Level

1. Availability: 99.5%.

As used in this SOW, "Availability" means the percentage of time, calculated in the manner described below, that the Site is available to Client Customers:

Total Monthly Minutes. First, the total number of minutes in a month is calculated. Example for October: 24 hours per day x 60 minutes in an hour x 31 days in October (average) = 44,640 minutes in October.

Calculated Minutes of Unavailability. Next, the total number of minutes in the same month during which the Site is unavailable to Client Customers (excluding unavailability due to Scheduled Maintenance

(defined below) or a Force Majeure Event) is calculated. Company will provide Client with reasonable prior notice of any Scheduled Maintenance, and will not conduct Scheduled Maintenance during peak seasonal periods to be determined by the parties. As used herein **“Scheduled Maintenance”** means one or more periods when the Site is not available to Client Customers because Company-initiated maintenance is being performed by Company or its third-party service provider.

Calculation of Availability. To calculate the monthly Availability (expressed as a percentage), the following formula is used each month:

$$\text{Availability} = [(\text{Total Monthly Minutes} - \text{Calculated Minutes of Unavailability}) / \text{Total Monthly Minutes}] * 100\%$$

2. Performance Issue Response and Resolution. Company will use commercially reasonable efforts to respond to and resolve performance issues with the Site as described in the table below (**“Performance Issue”**) according to the following:

Performance Issue Type/Severity	Response/Resolution Time (measured from time of Client’s report)
S1: Users cannot perform critical functions in the application within the production environment. The production system is unavailable or a significant portion of the user base is impacted. The event halts business operations and no procedural workaround exists.	Initial response within 30 minutes, update every 30 minutes 4 hours for resolution
S2: The production service is available but one or more features are unavailable. User experience is	2-hour response, update every hour 2 business days for resolution

severely degraded in the production environment. The event is high frequency and impacts business operations. No procedural workarounds exist.	
S3: The issue causes minimum impact on the user experience and has a low frequency of recurrence. The event impacts business operations but there is a procedural workaround.	Initial response within 1 business day 20 business days for resolution
S4: Low severity issues are minor; their primary impact is cosmetic inconsistency. They have a minimal impact on the user experience.	Initial response within 2 business day 40 business days for resolution

3. Performance Issue Corrections. Company and Client will comply with the following resolution procedures for all Performance Issues reported by Client:

(a) Notice of Performance Issue. If Client encounters a Performance Issue, Client must sufficiently define the Performance Issue in a written notice to Company. After receipt of written notice of a Performance Issue from Client, Company will notify Client if Company cannot identify the cause of the Performance Issue. If Company cannot identify the cause of the Performance Issue, Client will provide additional information regarding the Performance Issue as Company may request in order to assist Company with identifying the cause of the Performance Issue. Client will provide a separate written notice for each Performance Issue encountered by Client.

(b) Trained Contacts. Client will appoint up to two individuals (including the Program Leader) within Client's organization to serve as primary contacts between Client and Company with regard to the Site. Client must initiate all requests regarding Performance Issues through these contacts.

(c) Reasonable Assistance. Client will provide Company with reasonable access to all necessary personnel to answer questions regarding Performance Issues reported by Client.

(d) Exclusions. Unless otherwise expressly agreed to by Company in a separate written agreement, Company's support Services do not include any work with or relating to any equipment or software used by Client.

EXHIBIT B: Data Processing Addendum

This Data Processing Addendum (“Addendum”) forms part of the Trove Terms & Conditions (including any Order Form incorporated therein) (the “Agreement”) between the Client set forth on the applicable Order Form (“Client”) and Trove Recommerce, Inc. (“Service Provider”).

1. Subject Matter and Duration.

a) **Subject Matter.** This Addendum reflects the parties’ commitment to abide by Data Protection Laws concerning the Processing of Client Personal Data in connection with Service Provider’s execution of the Agreement. All capitalized terms that are not expressly defined in this Addendum will have the meanings given to them in the Agreement. If and to the extent language in this Addendum or any of its Exhibit conflicts with the Agreement, this Addendum shall control.

b) **Duration and Survival.** This Addendum will become legally binding upon the effective date of the Agreement or upon the date that the parties sign this Addendum if it is completed after the effective date of the Agreement. Service Provider will Process Client Personal Data until the relationship terminates as specified in the Agreement.

2. Definitions.

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

a) “Client Personal Data” means Personal Data Processed by Service Provider on behalf of Client.

b) “Data Protection Laws” means the applicable data privacy, data protection, and cybersecurity laws, rules and regulations to which the Client Personal Data are subject. “Data Protection Laws” may include, but are not limited to, the California Consumer Privacy Act of 2018 (“**CCPA**”); the EU General Data Protection Regulation 2016/679 (“**GDPR**”) and its respective

national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation; and the United Kingdom Data Protection Act 2018 (in each case, as amended, adopted, or superseded from time to time).

c) "Personal Data" has the meaning assigned to the term "personal data" or "personal information" under applicable Data Protection Laws.

d) "Process" or "Processing" means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

e) "Security Incident(s)" means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Personal Data attributable to Service Provider.

f) "Services" means the services that Service Provider performs under the Agreement.

g) "Subprocessor(s)" means Service Provider's authorized vendors and third-party service providers that Process Client Personal Data.

3. Processing Terms for Client Personal Data.

a) Documented Instructions. Service Provider shall Process Client Personal Data to provide the Services in accordance with the Agreement, this Addendum, any applicable Statement of Work, and any instructions agreed upon by the parties. Service Provider will, unless legally prohibited from doing so, inform Client in writing if it reasonably believes that there is a conflict between Client's instructions and applicable law or otherwise seeks to Process Client Personal Data in a manner that is inconsistent with Client's instructions.

- b) Authorization to Use Subprocessors. To the extent necessary to fulfill Service Provider's contractual obligations under the Agreement, Client hereby authorizes Service Provider to engage Subprocessors.
- c) Service Provider and Subprocessor Compliance. Service Provider shall (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of Client Personal Data that imposes on such Subprocessors data protection requirements for Client Personal Data that are consistent with this Addendum; and (ii) remain responsible to Client for Service Provider's Subprocessors' failure to perform their obligations with respect to the Processing of Client Personal Data.
- d) Right to Object to Subprocessors. Where required by Data Protection Laws, Service Provider will notify Client via email prior to engaging any new Subprocessors that Process Client Personal Data and allow Client ten (10) days to object. If Client has legitimate objections to the appointment of any new Subprocessor, the parties will work together in good faith to resolve the grounds for the objection.
- e) Confidentiality. Any person authorized to Process Client Personal Data must contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality.
- f) Personal Data Inquiries and Requests. Where required by Data Protection Laws, Service Provider agrees to provide reasonable assistance and comply with reasonable instructions from Client related to any requests from individuals exercising their rights in Client Personal Data granted to them under Data Protection Laws.
- g) Sale of Client Personal Data Prohibited. Service Provider shall not sell Client Personal Data as the term "sell" is defined by the CCPA.
- h) Data Protection Impact Assessment and Prior Consultation. Where required by Data Protection Laws, Service Provider agrees to provide reasonable assistance at Client's expense to Client where, in Client's judgement, the type of Processing performed by Service Provider requires a

data protection impact assessment and/or prior consultation with the relevant data protection authorities.

i) **Demonstrable Compliance.** Service Provider agrees to provide information reasonably necessary to demonstrate compliance with this Addendum upon Client's reasonable request.

j) **Aggregation and De-Identification.** Service Provider may: (i) compile aggregated and/or de-identified information in connection with providing the Services provided that such information cannot reasonably be used to identify Client or any data subject to whom Client Personal Data relates ("**Aggregated and/or De-Identified Data**"); and (ii) use Aggregated and/or De-Identified Data for its lawful business purposes.

4. **Information Security Program.**

a) **Security Measures.** Service Provider shall use commercially reasonable efforts to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Client Personal Data.

5. **Security Incidents.**

a) **Notice.** Upon becoming aware of a Security Incident, Service Provider agrees to provide written notice without undue delay and within the time frame required under Data Protection Laws to Client's Designated POC. Where possible, such notice will include all available details required under Data Protection Laws for Client to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.

6. **Cross-Border Transfers of Client Personal Data.** If Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by Client to Service Provider in a country that has not been found to provide an adequate level of protection under applicable data protection laws, the parties agree that the transfer shall be governed by Module Two's obligations in the Annex to the Commission Implementing Decision(EU) 2021/914 of 4 June 2021 on standard contractual clauses for the

transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**Standard Contractual Clauses**") as supplemented by Appendix A attached hereto, the terms of which are incorporated herein by reference. Each party's signature to this Addendum shall be considered a signature to the Standard Contractual Clauses to the extent that the Standard Contractual Clauses apply hereunder.

7. **Audits.**

a) Client Audit. Where Data Protection Laws afford Client an audit right, Client (or its appointed representative) may carry out an audit of Service Provider's policies, procedures, and records relevant to the Processing of Client Personal Data. Any audit must be: (i) conducted during Service Provider's regular business hours; (ii) with reasonable advance notice to Service Provider; (iii) carried out in a manner that prevents unnecessary disruption to Service Provider's operations; and (iv) subject to reasonable confidentiality procedures. In addition, any audit shall be limited to once per year, unless an audit is carried out at the direction of a government authority having proper jurisdiction.

8. **Client Personal Data Deletion.**

a) Data Deletion. At the expiry or termination of the Agreement, Service Provider will delete all Client Personal Data (excluding any back-up or archival copies which shall be deleted in accordance with Service Provider's data retention schedule), except where Service Provider is required to retain copies under applicable laws, in which case Service Provider will isolate and protect that Client Personal Data from any further Processing except to the extent required by applicable laws.

9. **Client's Obligations.**

Client represents and warrants that: (i) it has complied and will comply with Data Protection Laws; (ii) it has provided data subjects whose Client Personal Data will be Processed in connection with the Agreement with a privacy notice or similar document that clearly and accurately describes Client's

practices with respect to the Processing of Client Personal Data; (iii) it has obtained and will obtain and continue to have, during the term, all necessary rights, lawful bases, authorizations, consents, and licenses for the Processing of Client Personal Data as contemplated by the Agreement; and (iv) Service Provider's Processing of Client Personal Data in accordance with the Agreement will not violate Data Protection Laws or cause a breach of any agreement or obligations between Client and any third party.

10. **Processing Details.**

- a) Subject Matter. The subject matter of the Processing is the Services pursuant to the Agreement.
- b) Duration. The Processing will continue until the expiration or termination of the Agreement.
- c) Categories of Data Subjects. Data subjects whose Client Personal Data will be Processed pursuant to the Agreement.
- d) Nature and Purpose of the Processing. The purpose of the Processing of Client Personal Data by Service Provider is the performance of the Services.
- e) Types of Client Personal Data. Client Personal Data that is Processed pursuant to the Agreement.

11. **Contact Information.**

- a) Client and Service Provider agree to designate a point of contact for urgent privacy and security issues (a "**Designated POC**"). The Designated POC for both parties are listed in the Brand Order Form.

APPENDIX A TO DATA PROCESSING ADDENDUM - ADDITIONAL TERMS FOR THE STANDARD CONTRACTUAL CLAUSES

This Appendix A forms part of the Addendum and supplements the Standard

Contractual Clauses. Capitalized terms not defined in this Appendix A have the meaning set forth in the Addendum. The parties agree that the following terms shall supplement the Standard Contractual Clauses:

1. Supplemental Terms. The parties agree that the following terms shall supplement the Standard Contractual Clauses: (i) a new Clause 1(e) is added to the Standard Contractual Clauses which shall read: "To the extent applicable hereunder, these Clauses also apply mutatis mutandis to the Parties' processing of personal data that is subject to the applicable data protection laws of Switzerland and/or the United Kingdom. Where applicable, references to EU Member State law or EU supervisory authorities shall be modified to include the appropriate reference under Swiss and/or United Kingdom law as it relates to transfers of personal data that are subject to such laws."; (ii) the optional text in Clause 7 is deleted; (iii) Option 1 in Clause 9 is struck and Option 2 is kept, and data importer must submit the request for specific authorization in accordance with Section 3(c) of the Addendum; (iv) the optional text in Clause 11 is deleted; and (v) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. Annex I. Annex I to the Standard Contractual Clauses shall read as follows:

A. List of Parties

Data Exporter: Client

Address: As set forth in the Notices section of the Agreement.

Contact person's name, position, and contact details: As set forth in the Contact Information section of the Addendum.

Activities relevant to the data transferred under these Clauses: The Services.

Role: Controller.

Data Importer: Service Provider.

Address: As set forth in the Notices section of the Addendum.

Contact person's name, position, and contact details: As set forth in the

Contact Information section of the Addendum.

Activities relevant to the data transferred under these Clauses: The Services.
Role: Processor.

B. Description of the Transfer: *Categories of data subjects whose personal data is transferred*: Visitors and Authorized Users.

Categories of personal data transferred: Personal data that is transferred under the Addendum.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: To the parties' knowledge, no sensitive data is transferred.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Personal data is transferred in accordance with the standard functionality of the Services, or as otherwise agreed upon by the parties.

Nature of the processing: The Services.

Purpose(s) of the data transfer and further processing: The Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Data importer will retain personal data in accordance with the Addendum.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The subprocessors can be viewed by requesting a list from Trove.

C. Competent Supervisory Authority: The supervisory authority mandated by

Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.

D. Additional Data Transfer Impact Assessment Questions: Data importer agrees that the responses to the data transfer impact assessment questions below are true, complete, and accurate.

Is data importer subject to any laws in a country outside of the European Economic Area, Switzerland, and/or the United Kingdom where personal data is stored or accessed from that would interfere with data importer fulfilling its obligations under the Standard Contractual Clauses? For example, FISA Section 702. If yes, please list these laws: As of the effective date of the Addendum, no court has found data importer to be eligible to receive process issued under the laws contemplated by this question, including FISA Section 702, and no such court action is pending.

Has data importer ever received a request from public authorities for information pursuant to the laws contemplated by the question above? If yes, please explain: No.

Has data importer ever received a request from public authorities for personal data of individuals located in European Economic Area, Switzerland, and/or the United Kingdom? If yes, please explain: No.

3. Annex II. Annex II of the Standard Contractual Clauses shall read as follows: Data importer shall implement and maintain appropriate technical and organizational measures designed to protect personal data in accordance with the Addendum.

4. Clarifying Terms. The parties agree that: (i) the certification of deletion required by Clause 8.5 and Clause 16(d) of the Standard Contractual Clauses will be provided upon Client's written request; (ii) the measures Service Provider is required to take under Clause 8.6(c) of the Standard Contractual Clauses will only cover Service Provider's impacted systems; (iii) the audit

described in Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 7 of the Addendum; (iv) where permitted by applicable data protection laws, Service Provider may engage existing subprocessors using European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors and such use of subprocessors shall be deemed to comply with Clause 9 of the Standard Contractual Clauses; (v) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Standard Contractual Clauses will be limited to the termination of the Standard Contractual Clauses, in which case, the corresponding Processing of personal data affected by such termination shall be discontinued unless otherwise agreed by the parties; (vi) unless otherwise stated by Service Provider, Client will be responsible for communicating with data subjects pursuant to Clause 15.1(a) of the Standard Contractual Clauses; (vii) the information required under Clause 15.1(c) will be provided upon Client's written request; and (viii) notwithstanding anything to the contrary, Client will reimburse Service Provider for all costs and expenses incurred by Service Provider in connection with the performance of Service Provider's obligations under Clause 15.1(b) and Clause 15.2 of the Standard Contractual Clauses without regard for any limitation of liability set forth in the Agreement.

EXHIBIT C Services

1. PRE-OWNED ARTICLES.

a. Approval. Prior to delivery of any Pre-Owned Articles from Client to Company, Client will (1) obtain Company's prior approval and (2) provide Company with a spreadsheet containing a detailed inventory of the Pre-Owned Articles ("**Product Catalog**"). Company will leverage the Product Catalog for copy ("**Product Copy**") to be displayed on the site with the item, which will include the product name and other descriptors. No prior approval is necessary for delivery of individual parcels directly from End Users, for returned products that are routed directly to Company. Pre-Owned Articles will be subject to this Agreement.

b. Pricing. In cooperation with Company, Client will determine the pricing parameters for all Pre-Owned Articles sold on the Site, including promotion or discount parameters. Company and Client will also cooperate to adjust pricing parameters as needed over time. Company may price items of Pre-Owned Articles in its discretion within the then-current pricing parameters agreed by Client.

c. Delivery. For deliveries from Client, Client will deliver the Pre-Owned Articles to Company's operational partner for arrival within Company's specified delivery window. Company may cancel any planned or actual shipment of Pre-Owned Articles if Client fails to ship the Pre-Owned Articles within Company's stated delivery window. Client will comply with any shipping instructions provided by Company to before any shipment is made. Client will be responsible for any losses, liabilities, costs, damages, charges or expenses incurred by Company as a direct result of late or non-delivery by Client. Client will provide shipping carrier information and tracking number so Company can track the shipment of all Pre-Owned Articles and confirm delivery date. For all deliveries, including those from Client and directly from End Users, Client is responsible for all shipping, handling, and/or packaging costs. Any additional shipping terms will be as mutually agreed upon by the parties, provided that if no terms are so agreed upon, shipping shall be Delivered At Place (as defined in Incoterms). Notwithstanding the foregoing, Company will

not pay any charges for shipping, handling, and/or packaging, unless otherwise agreed upon in advance in writing.

d. Title; Risk of Loss. As between Company and Client, ownership and title to the Pre-Owned Articles remains with Client at all times until delivery to a Client Customer upon sale. Trove bears no risk of, and shall have no responsibility for, loss of any of the Pre-Owned Articles at any time.

e. Operations. Upon successful receipt of Pre-Owned Articles by Company from Client, Company will use commercially reasonable efforts to list and sell the Pre-Owned Articles in accordance with its then-current, standard business processes ("**Operations**"), which may include but not be limited to the following:

i. Inventory management, which includes: (1) sorting inventory (including assessment and style level sorting); (2) condition grading (assigning a condition to inventory based on aligned; (3) systems entry (including tagging and digital product matching with master product sku);

ii. Photographing, including a maximum of four (4) images per Pre-Owned Article (including front, back, or blemish photography, as determined based on aligned SOP);

iii. Warehousing, including inventory storage until sale;

iv. Listing for sale on Site;

v. Pick, pack, and ship options including leveraging Company's integrated shipping with available tracking for buyer

vi. Packing and shipping to next best use provider if a Pre-Owned Article is deemed non resellable;

vii. Preparation according to any reasonable specifications provided in advance in writing by Client. Any additional operations requested by Client may incur an additional fee.

f. Fee. For each Pre-Owned Article assessed, Company will be entitled to the applicable Fees.

g. Required Price Decrease and Restock Fee. Company has the right to reduce the price for Pre-Owned Articles that remain unsold for over one (1) month. For any inventory that cannot be resold after three (3) months, Client will be subject to a four dollar (\$4 USD) processing fee.

h. Returns. Company may at any time return any Pre-Owned Articles, or a portion thereof, to Client, thereby ending all Consignment of such returned Pre-Owned Articles whereby Company will have no further obligation or liability to Client for such Pre-Owned Articles. In the event of any return, Client is responsible for covering all affiliated costs including but not limited to the cost of any Pre-Owned Article Client wishes to return and all delivery, shipping, and handling fees.

i. Refunds. For purposes of clarification: (i) in no event will Company be required to make any payment to Client with respect to a sale by Company of a Pre-Owned Article for which Company has not received payment from the End User-purchaser; (ii) in the event that Company is required to refund any payment to an End User with respect to a sale of Pre-Owned Articles for any reason whatsoever, Company shall not have any obligation to pay Client with respect to such sale to such End User; and (iii) all of the payment obligations of Company set forth in this Section 2 of this Exhibit C are subject to the obligations of the parties with respect to returns of Pre-Owned Articles by End Users to Company, including for defective products or otherwise. In the event that Company refunds for any reason any payment to an End User with respect to a sale of Pre-Owned Articles for which Company has previously paid Client pursuant to this Section 1 of this Exhibit C, Company will be entitled to a credit against the next payment due to Client from Company pursuant to this Section 1 of this Exhibit C in amount equal to the full amount paid to Client with respect to the sale of such Pre-Owned Articles. In the event that the aggregate amount of such credits exceeds the amount owing by Company to Client for all orders by End Users for Pre-Owned Articles in any particular month, Client will pay the difference owing to Company within ten (10)

business days of being notified by Company of the amount owing.

3. REPRESENTATIONS AND WARRANTIES.

a. Pre-Owned Articles. In addition to the representations and warranties set forth elsewhere in the Agreement, with regard to Pre-Owned Articles, Client represents and warrants that they: (i) are free from any defects in workmanship, materials, and design, (ii) are and shall be packaged, labeled, handled, shipped, and stored by Client or its agent consistent with the highest industry standards and in compliance with all applicable laws, rules, regulations, and codes, (iii) are fit, safe, and effective for their intended uses and purposes and operate as intended, and (iv) are free and clear of all liens, security interests, or other encumbrances.

4. INDEMNIFICATION.

a. Indemnification for Pre-Owned Articles. In addition to the indemnification obligations set forth elsewhere in the Agreement, Client will defend (or settle), indemnify and hold harmless Company from and against any damages and liabilities (including court costs and reasonable attorneys' fees) awarded in a final judgment against Company, and amounts agreed to in settlement with respect to each of the foregoing, to the extent arising from a Claim against Company in connection with: (i) with regard to Pre-Owned Articles, (a) any defect or workmanship or quality issues thereof; (b) personal injury, death, or damage caused by Pre-Owned Articles; (c) any infringement of intellectual property rights relating to the Pre-Owned Articles; (d) any return or rejection of any Pre-Owned Articles; or (e) any failure by Client to obtain any legally required approval, consent, or license required in relation to such Pre-Owned Articles.