

## PUBLISHING SERVICES ADDENDUM

This Publishing Services Addendum ("Addendum") is by and between the Customer and Provider pursuant to the Main Services Agreement by and between the Parties ("Agreement") as specified in an Order Form. Capitalized terms used but not defined herein shall have the meanings accorded to them in the Agreement. This Agreement shall be effective on the earliest of (a) the date Customer clicks a button indicating its agreement with the terms of this Agreement, (b) the date Customer enters into an Order Form or other ordering document incorporating the terms of this Agreement, or (c) Customer's use of the Services (the "Effective Date").

The terms and conditions set out in this Agreement are incorporated into each Order Form submitted by Customer and accepted by Provider.

### I. DEFINITIONS.

"**Catalog**" means the proprietary digital catalog service administered and provided by the Provider on a subscription basis which publishes the Catalog Data to Authorized Users.

"**Catalog Data**" means data published by Provider electronically which may be accessed by Customer, which may include, but is not limited to, Manufacturer Data and Reconfigured Data (as defined below).

"**Content Onboarding**" refers to the process of collecting, organizing, optimizing customer content to create and publish a new product catalog listing for the customer.

"**Manufacturer Data**" means all data, information, material and documentation provided by Customer to Provider to publish in the Catalog.

### IF YOU ARE SUBSCRIBING TO AQ AND/OR KCL THE FOLLOWING WILL APPLY:

**II. DESCRIPTION OF SERVICES.** Customer is responsible for submitting product information for publishing in Provider's Catalog. Such information shall be submitted electronically via Provider's prescribed process. Provider shall use Customer product information to create a product listing in the Catalog to be published to Provider's Authorized Users. This Catalog Data includes but is not limited to product descriptions, configuration rules, pricing, CAD/Revit assets, spec sheets, product images, and other information deemed relevant for Authorized Users of the Catalog.

**III. CONTENT MAINTENANCE.** Customer may submit changes to items published in the Catalog from time to time. Provider shall stipulate the process for such submissions and make best efforts to make timely changes, subject to quantity and complexity of changes. Provider reserves the right to charge additional fees for expedited requests above and beyond the Provider's standards of reasonable time to publication. Further, Provider reserves the right to charge additional fees for new products added to the Catalog or changes submitted beyond standard scheduled price and model changes or data corrections. In each such instance, Provider shall provide Customer with a quote for the associated fees and shall obtain the Customer's prior written approval in advance of fulfilling any requests.

**IV. SERVICE LEVEL AGREEMENT.** Provider shall make commercially reasonable efforts to update Catalog Data on a timely basis as reasonably requested by the Customer. Provider shall make commercially reasonable efforts to publish changes within 15 business days of complete submissions of product information in Provider's prescribed format. Changes submitted in other formats may require additional time. Customer acknowledges that the quantity, quality of submitted data, and complexity of changes may impact the timing of publishing.

**V. CONTENT ONBOARDING.** Customer acknowledges that the subscription commences upon execution of the Order. Provider will provide detailed instructions and prescribe formats to submit content in order that it can be modified, reconfigured, and implemented in the Catalog. Customer must submit content in the specified format and include any supplementary materials that will facilitate the implementation process. Customer acknowledges that the quantity and complexity of

the content may impact the time to publish. Customer-specific delays which prevent the Provider from fulfilling Content Onboarding will impact the delivery timeline.

## **VI. ADDITIONAL TERMS AND CONDITIONS.**

(a) Provider may provide content management tools or other software to assist with the publishing process. Each Authorized User shall be required to accept any End User License Agreement as required by Provider from time to time for access to such tools.

(b) Customer shall ensure that each Authorized User is aware of the terms and conditions set forth in the Agreement and this Addendum.

(c) Customer and Reconfigured Data.

i. Customer Obligations. Customer agrees to provide Customer Data to Provider, including, but not limited to, product descriptions, configuration rules, pricing, CAD/Revit assets, spec sheets, and product images in the manner and format required by Provider and to keep the Customer Data current in accordance with Provider's regular policies during the term of this Agreement.

ii. Provider's Obligations. Provider agrees to modify and reconfigure the Customer Data as necessary and appropriate and to publish the data so modified and reconfigured ("**Reconfigured Data**") in the Catalog during the term of this Agreement and to use the Reconfigured Data and the Non-Identifiable Aggregate Data as set forth in this Addendum.

iii. Provider's Rights to Customer Data. Subject to the terms and conditions of this Agreement and except as otherwise specifically provided, Customer hereby grants to Provider and its subscribers the non-exclusive, unlimited and permanent right to reconfigure, manipulate, extract, enhance, publish and otherwise use the Customer Data for all legitimate business purposes of Provider, including the publication of the Customer Data in the Catalog, during the term of this Agreement and after termination of said term.

iv. Customer's Rights to Reconfigured Data. Customer shall have no rights, interest or ownership in the Reconfigured Data or Non-Identifiable Aggregate Data. Customer acknowledges that the Reconfigured Data represents an original compilation protected by United States copyright laws and that Provider will have dedicated substantial resources to reconfiguring the Customer Data in order to create the Reconfigured Data; and therefore the Reconfigured Data shall be the sole and exclusive property of Provider.

v. Provider's Rights to Reconfigured Data. Provider shall have the sole and exclusive ownership and right to use of the Reconfigured Data or Non-Identifiable Aggregated Data, including but not limited to any intellectual property rights relating thereto, in whatever manner it deems appropriate. The Customer represents and warrants that they shall not share Reconfigured Data with any third parties without the Provider's express written consent. The Customer's sharing of Reconfigured Data without the Provider's express written consent shall be deemed a material breach of the Agreement.

(d) Customer is solely responsible for the accuracy of any Customer Data submitted to Provider. Provider shall be under no obligation to verify the accuracy of the Customer Data and may rely on the Customer Data as being accurate in all respects.

(e) The Customer represents and warrants that they have all rights required to publish product information in the AQ Catalog. If the Customer is a product distributor ("Distributor") of a manufacturer's ("Manufacturer") products and its listing conflicts with the Manufacturer's listing, any and all disputes between the Manufacturer and Distributor shall be resolved directly between them. The Manufacturer reserves the right to regulate the publication of duplicate products published between multiple catalog listings and has the ultimate authority to deny a Distributor's listing of its products. In the event that a

Manufacturer denies a Distributor the right to list its products, the Distributor shall not be entitled to a refund of any fees paid to Provider nor shall the Distributor be entitled to cancel any portion of its order with Provider.(f) All digital assets submitted by Customer to Provider for use in the Catalog are the property of Customer, and Customer represents and warrants it has full and absolute authority to use and submit such digital assets. Customer shall indemnify and hold harmless Provider from any and all claims of copyright or other intellectual property right claim made against Provider by any third party relating to any such digital assets.

(g) If Customer uses Provider's Design Studio (CAD-Revit content creation services), then Provider shall own such content subject to Customer's nonexclusive, non-sublicensable, nontransferable right to use Design Studio content for Customer's own internal business purposes. Customer shall not sell or rent Design Studio content to a third party. Customer shall not share content housed in Design Studio with third parties without Provider's prior written approval (not to be unreasonably withheld).

## **IF YOU ARE SUBSCRIBING TO ATTANIA THE FOLLOWING WILL APPLY:**

### **II. DESCRIPTION OF SERVICES.**

Customer is responsible for submitting product information for publishing in Provider's Catalog. Such information shall be submitted electronically via Provider's prescribed process. Provider shall use Customer's Manufacturer Data to create a product listing in the Catalog to be published to Provider's end users. This Catalog Data includes but is not limited to product descriptions, pricing, CAD/Revit assets, spec sheets, product images, and other information deemed relevant for end users of the Catalog.

### **III. CONTENT MAINTENANCE.**

Customer may submit changes to items published in the Catalog from time to time. Provider shall stipulate the process for such submissions and make best efforts to make timely changes, subject to quantity and complexity of changes. Provider reserves the right to charge additional fees for new products added to the Catalog or changes submitted beyond standard scheduled price and model changes or data corrections. Catalog information must be current for all applicable products before new products can be added to the catalog. Customer shall make commercially reasonable efforts to respond within 3 business days to provide high-priority catalog information as requested by end users on an ongoing basis.

### **IV. SERVICE LEVEL AGREEMENT.**

Provider shall make commercially reasonable efforts to update Catalog Data on a timely basis as reasonably requested by the Customer. Provider shall make commercially reasonable efforts to publish changes within 15 business days of complete submissions of product information in Provider's prescribed format. Changes submitted in other formats may require additional time. Customer acknowledges that the quantity, quality of submitted data, and complexity of changes may impact the timing of publishing. Customer shall notify Provider of any changes to Customer contacts responsible for catalog information.

### **V. CONTENT ONBOARDING.**

Customer acknowledges that the subscription commences upon execution of the Order. Provider will provide detailed instructions and prescribe formats to submit content in order that it can be modified, reconfigured, and implemented in the Catalog. Customer must submit content in the specified format and include any supplementary materials that will facilitate the implementation process. Customer acknowledges that the quantity and complexity of the content may impact the time to publish. Customer-specific delays which prevent the Provider from fulfilling Content Onboarding will impact the delivery timeline.

### **VI. FEES/TERM.**

Customer shall pay fees based on an order form signed by both parties. All fees are due in accordance with Section 6 of the Agreement.

## **VII. ADDITIONAL TERMS AND CONDITIONS.**

(a) Provider may provide content management tools or other software to assist with the publishing process. Each Authorized User shall be required to accept any End User License Agreement as required by Provider from time to time for access to such tools.

(b) Customer shall ensure that each Authorized User is aware of the terms and conditions set forth in the Agreement and this Addendum.

(c) Customer and Reconfigured Data.

i. Customer Obligations. Customer agrees to provide Manufacturer Data to Provider, including, but not limited to, product descriptions, pricing, CAD/Revit assets, spec sheets, and product images in the manner and format required by Provider and to keep the Manufacturer Data current in accordance with Provider's regular policies during the term of this Agreement.

ii. Provider's Obligations. Provider agrees to modify and reconfigure the Manufacturer Data as necessary and appropriate and to publish the data so modified and reconfigured ("Reconfigured Data") in the Catalog during the term of this Agreement and to use the Reconfigured Data and the Non-Identifiable Aggregate Data as set forth in this Addendum.

iii. Provider's Rights to Customer Data. Subject to the terms and conditions of this Agreement and except as otherwise specifically provided, Customer hereby grants to Provider the non-exclusive, unlimited, and permanent right to reconfigure, manipulate, extract, enhance, publish, and otherwise use the Manufacturer Data for all legitimate business purposes of Provider, including the publication of the Manufacturer Data in the Catalog, during the term of this Agreement and after termination of said term.

iv. Customer's Rights to Reconfigured Data. Customer shall have no rights, interest or ownership in the Reconfigured Data or Non-Identifiable Aggregate Data. Customer acknowledges that the Reconfigured Data represents an original compilation protected by United States copyright laws and that Provider will have dedicated substantial resources to reconfiguring the Manufacturer Data to create the Reconfigured Data; and therefore, the Reconfigured Data shall be the sole and exclusive property of Provider.

v. Provider's Rights to Reconfigured Data. Provider shall have the sole and exclusive ownership and right to use of the Reconfigured Data or Non-Identifiable Aggregate Data, including but not limited to any intellectual property rights relating thereto, in whatever manner it deems appropriate.

(d) Customer is solely responsible for the accuracy of any Manufacturer Data submitted to Provider. Provider shall be under no obligation to verify the accuracy of the Manufacturer Data and may rely on the Manufacturer Data as being accurate in all respects.

(e) All digital assets submitted by Customer to Provider for use in the Catalog are the property of Customer, and Customer represents and warrants it has full and absolute authority to use and submit such digital assets. Customer shall indemnify and hold harmless Provider from any and all claims of copyright or other intellectual property right claim made against Provider by any third party relating to any such digital assets.

(f) If Customer uses Provider's Design Studio (CAD-Revit content creation services), then Provider shall own such content subject to Customer's nonexclusive, non-sublicensable, nontransferable right to use Design Studio content for Customer's own internal business purposes. Customer shall not sell or rent Design Studio content to a third party. Customer shall not share content housed in Design Studio with third parties without Provider's prior written approval (not to be unreasonably withheld).

## **IF YOU ARE A RETAILER/MANUFACTURER UTILIZING MICROD SERVICES THE FOLLOWING WILL APPLY:**

### **II. DESCRIPTION OF SERVICES.**

Customer is responsible for submitting all Manufacturer Data for publishing to Provider's Catalog. Provider shall use Customer's product information and photographs to create a product listing to be published on Provider's presentation platform. Product listings include but are not limited to data, product descriptions, configuration rules, pricing, product images, product renders, product specifications, and other information deemed relevant for end-users. Customer is responsible for populating and maintaining their respective asset tracking document when requesting the creation of new frames, fabrics, and trims. A schematic of all frames is required where draping is utilized.

### **III. CONTENT TERMS.**

Customer may request changes to content published in Provider's Catalog at any time. Provider will make best efforts to make timely changes, subject to completeness of data, quantity of changes and complexity of changes. Provider reserves the right to charge fees for any work, including edits, related to frames, fabrics, finishes, trims, and static photographs. This work includes, but is not limited to, introduction of new SKU's, dropped SKU's, corrections to existing data or models, catalog deploys, fabric images, frame models, additional research, and validation of data feeds. It is the Customer's responsibility to proactively provide updated item photographs, fabric swatches or fabric images, to maintain catalog integrity.

Provider shall make reasonable efforts to update Catalog Data on a timely basis. Customer acknowledges that the timing, quantity, and complexity of changes may impact the publishing of the data. The need for updates is determined by the Customer, and the go-live date is established by Provider, on a case-by-case basis. The go-live date will be provided once all assets per the order request are delivered to Provider.

### **IV. FEES/TERM.**

Customer shall pay fees on all catalog work completed by the Provider; no signed agreement is necessary. Upon request, a quote will be provided, and written approval will be required before work is started. All fees are due in accordance with Section 6 of the Agreement.

### **V. ADDITIONAL TERMS AND CONDITIONS.**

(a) Provider may provide Customer with content management tools or other software to assist with the publishing process. Each Authorized User may be required to accept any end user agreement as required by Provider for access to such tools.

(b) Customer shall ensure that each Authorized User is aware of the terms and conditions set forth in the Agreement and this Addendum.

(c) Customer and Reconfigured Data.

i. Customer's Obligations. Customer agrees to provide Manufacturer Data to Provider, including but not limited to, current product offerings, product prices, product descriptions, images, and spec sheets in the manner and format required by Provider. Customer agrees to keep Manufacturer Data current in accordance with Provider's policies during the term of this Agreement. Customer may elect to directly deliver or ship swatches and finishes through their preferred shipper; all risk of loss remains with Customer.

ii. Provider's Obligations. Provider agrees to modify and reconfigure the Manufacturer Data as necessary and appropriate, and to publish the data so modified and reconfigured ("Reconfigured Data") during the term of this Agreement, and to use the Reconfigured Data and the Non-identifiable Aggregate Data as set forth in this Addendum.

iii. Provider's Rights to Customer Data. Subject to the terms and conditions of this Agreement and except as otherwise specifically provided, Customer hereby grants Provider the non-exclusive, unlimited and non-revocable right to reconfigure, manipulate, extract, enhance,

publish and otherwise use the Manufacturer Data for all legitimate business purposes of Provider, including the publication of the Customer Data, during the term of this Agreement and after termination of said term.

iv. Customer's Rights to Reconfigured Data. Customer shall have no rights, interest or ownership in the Reconfigured Data or Non-Identifiable Aggregated Data. Customer acknowledges that the Reconfigured Data represents an original compilation protected by United States copyright laws and that Provider will have dedicated substantial resources to reconfiguring the Manufacturer Data to create the Reconfigured Data; and therefore, the Reconfigured Data shall be the sole and exclusive property of Provider.

v. Provider's Rights to Reconfigured Data. Provider shall have the sole and exclusive ownership and right to use the Reconfigured Data or Non-Identifiable Aggregate Data, including but not limited to any intellectual property rights, in whatever manner it deems appropriate.

(d) Customer is solely responsible for the accuracy of any Manufacturer Data submitted to Provider. Provider shall be under no obligation to verify the accuracy of the Manufacturer Data and relies on the Manufacturer Data as being accurate in all respects.

(e) All images submitted by Customer to Provider for use in the Catalog are the property of Customer, and Customer represents and warrants it has full and absolute authority to use and submit such images. Customer shall indemnify and hold harmless Provider from any and all claims of copyright or other intellectual property right claim made against Provider by any third party relating to any such image.

(f) If Customer uses Provider's content management tools or other proprietary products, Provider will own such content subject to Customer's nonexclusive, non-sublicensable, nontransferable right to use content for Customer's own internal business purposes. Customer shall not sell or rent Provider's content to a third party. Customer shall not share content with third parties without Provider's prior written approval (not to be unreasonably withheld).

(g) Customer is responsible for granting access to Catalog Data for customers and managing product lineups using content management tools, when deemed necessary. Third parties are not allowed to embed links or make service calls to the Provider platform without written consent.

## **IF YOU ARE A RETAILER/MANUFACTURER SUBSCRIBING TO MICROD THE FOLLOWING WILL APPLY:**

### **II. DESCRIPTION OF SERVICES.**

Provider is responsible for publishing Catalog Data to be utilized on Customer's website platform. Such information provided by the Customer shall be updated via Provider's prescribed process. Provider shall use product information to create a product listing in the Catalog to be published to Customer's website platform. This Catalog Data includes but is not limited to product descriptions, dimensions, product specifications, product images, and other information deemed relevant for Authorized Users of the Catalog.

### **III. CONTENT MAINTENANCE.**

Provider will publish Catalog Data updates to refresh content to include but not limited to discontinued products, product additions, dimensions, images, and other information. Frequency of updates are defined by the Customer. Some customers elect to refresh content every 30 to 60 days, others update every 90 to 180 days. Provider is responsible for working with the Customer to obtain product information to refresh content based on defined frequency of updates for the Catalog.

### **IV. Fees/Terms.**

Customer shall pay no fees specific to Catalog Data as Customer has unlimited access to static Catalog Data per OmniVue package. Customer is responsible for fees related to OmniVue contract.

## **V. SERVICE LEVEL AGREEMENT.**

Provider shall make commercially reasonable efforts to update Catalog Data on a timely basis as content is received from the Customer. Normal turnaround time is 15 business days if content is received in standard format. If content is not received in standard data format, changes submitted in other formats may require additional time to process. Customer acknowledges that the quantity and complexity of changes may impact the timing of publishing Catalog Data.

Customer may request changes to Catalog Data which are subject to availability from the manufacturer of the product. Provider shall stipulate the process for such submissions and make their best efforts to obtain any data from the Customer to support requested changes and update changes in a timely manner, subject to quantity and complexity of the changes.

Customer can contact Content Support at ([content@revalizesoftware.com](mailto:content@revalizesoftware.com)) to address any Catalog Data concerns.

## **VI. ADDITIONAL TERMS AND CONDITIONS.**

Customer agrees and understands that Provider can only work with the Catalog Data that is provided by the Customer and that the Customer is responsible for the accuracy of any Manufacturer Data submitted to Provider. Provider shall be under no obligation to verify the accuracy of the Manufacturer Data and may rely on the Manufacturer Data as being accurate in all respects.

Provider does not guarantee pricing will be included in product data. Customer understands that they are responsible to provide any pricing information if they choose to do so and that pricing can be added to products as needed in utilizing the OmniVue website solution.