



General Service Terms – Exhibit A

Pursuant to an executed Master Services Agreement, the following General Service Terms shall apply to Services, specified in each detailed Statement of Work (or SOW) authorized by Customer.

1. **Warranties.** ThirdChannel represents and warrants that all Services performed pursuant to a Master Services Agreement shall: (i) be performed in a timely and professional manner by appropriately trained, skilled and qualified personnel, and (ii) meet or exceed applicable industry standards.
2. **Fees and Expenses.** Customer agrees to pay ThirdChannel in the amounts, and on the terms set forth in the relevant SOWs.
 - 2.1. Platform Fees. The Platform is required for the delivery of all ThirdChannel Services, and fees are comprised of one-time setup fees in addition to monthly Platform access fees as detailed in an SOW. Fees are based on the number of retail locations that Services are provided for; Customer can request Platform access for an unlimited number of users. Setup fees will be incurred on the Effective Date of the SOW, and Platform access fees will be incurred starting 30 days from the Effective Date of the SOW. Customer agrees to pay Platform fees annually in advance or for the full duration of the contract, whichever is shorter.
 - 2.2. Field Service Fees. Customer will be invoiced quarterly in advance for fees associated with Field Services. Field Service hours will be spread evenly throughout the contract, unless specified by the SOW and all unused hours will expire on the Termination Date of the SOW. Depending on the scope of Field Services, the launch may occur in a rolling fashion; in this case ThirdChannel will estimate the reduction in Service fees to match the rollout.
 - 2.3. Custom Analytics Fees. Custom Analytics fees will be invoiced quarterly in advance of delivery of Services.
 - 2.4. Retailer Access Fees. Customer understands that retailers may charge an access fee for Field Services teams to conduct store activities. ThirdChannel will provide the Customer any estimated store access fees in the applicable SOW, but these rates are only an estimate of charges based upon past experiences. Prior to any Service delivery, ThirdChannel will inform the Customer about any retailer charges in advance and Customer agrees to pay such fees only if included in the applicable SOW, or mutually agreed upon Change Order.
 - 2.5. Third Party Data Support. Customer will be invoiced quarterly in advance for any third-party data fees that are incurred by ThirdChannel at the written request of Customer and itemized in the SOW to obtain or license data in the delivery of Services.
 - 2.6. Field Agent Background Checks. ThirdChannel shall conduct industry standard background checks, including local and federal criminal records, on all Field Agents who perform Services under this Agreement. Fees arising from background checks will be passed through at a standard rate and are typically included as part of standard Service fees. If Customer opts to have ThirdChannel conduct more detailed background checks, the fees for these will be itemized in the SOW. Additional background checks can include: Motor Vehicle Driving Record

Check, National and International Employment Verification, National and International Education Verification, Personal and Professional Reference Check, Drug Screening or Credit Check.

- 2.7. Field Agent Travel Zone Rate Fees. Zone rates, which are travel fees based upon a Field Agent's proximity to each location where Field Services are provided, are estimated and included in the fees on the applicable SOW or Change Order. Any differences between estimated and actual Zone Rate fees will be reconciled quarterly and Customer will be billed or credited the difference.
- 2.8. Expenses. ThirdChannel shall invoice Customer for reasonable and documented travel expenses (i.e., hotel, meals, travel, shipping and postage) incurred by ThirdChannel employees or Field Agents who perform Services under this Agreement, provided that all such expenses in excess of \$100 are approved in writing, in advance, by Customer.
- 2.9. Expedited Launch Fees. The standard launch process for Field Services requires six (6) weeks from the SOW Effective Date. If Customer requires launch in less than six (6) weeks (an "Expedited Launch"), ThirdChannel will advise Customer in advance if a 20% program expedite fee is applicable.
- 2.10. Sales Taxes. Customer understands that ThirdChannel shall invoice Customer for any state or local sales taxes imposed on ThirdChannel, while performing Services under this Agreement, but not including any taxes on income earned by ThirdChannel. Sales tax, in incurred, will be itemized in each invoice.
- 2.11. Freight Costs & Expedite Fees. Freight, shipping and handling fees provided in an SOW are an estimate provided by ThirdChannel based on information provided by Customer and may change if freight parameters change or rush fees are incurred that require expedited freight and handling costs. When feasible, Customer will be notified in advance if such fees shall apply before incurring them.
- 2.12. Significant Change Order Fees. In the event that Customer requests a Significant Change, defined as a change to 20% or more store locations, Field Service schedules, and/or number of Field Agents, Customer understands that ThirdChannel may incur significant expense to make the requested changes, especially in the areas of re-onboarding, rescheduling, re-training, or re-configuring the Platform. ThirdChannel will advise Customer in advance of additional fees associated with a Significant Change. SOWs may only be changed in writing and with an approved Change Order to alter any Service delivery.
- 2.13. Service Cancellation Fees. If at any time after the Effective Date, Customer cancels all or any portion of an SOW, Customer agrees to pay ThirdChannel as follows:
 - a. 50% of the total estimated monthly fees plus any additional collateral preparation costs, setup expenses, or other ancillary event costs incurred if ThirdChannel is notified in writing more than 30 days but less than 60 days prior to the start date of Field Services;

- b. 75% of the total estimated fees plus any additional collateral or preparation costs, setup expenses, or other ancillary event costs, incurred if ThirdChannel is notified in writing between 15 and 30 days prior to the start date of Field Services; and
- c. 100% of the total estimated fees plus any additional collateral preparation costs, setup expenses, or other ancillary event costs incurred if ThirdChannel is notified in writing less than 15 days prior to the start date of the Field Services. To the extent not covered by the initial deposit, the applicable amount shall be due and payable within 30 days after the date of the invoice.

3. Confidential Information.

- 3.1. Definition. During the course of this Agreement, either Party may receive or have access to information, whether oral, written or electronic, that the other Party considers confidential or proprietary. Treatment of Confidential Information shall be treated in accordance with the Confidentiality terms of the General Services Agreement, including, without limitation, all reports, information and data in whatever form, designs, products, processes, equipment, technologies, materials, suppliers, costs, operations, trade secrets, strategies, technical or patent information, marketing data, customer information including personally identifiable information and financial information (“Confidential Information”).
- 3.2. Obligations. The receiving Party will not, without first obtaining the disclosing Party's written consent, disclose Confidential Information of the disclosing Party to any third Party or use such information for any purpose other than for the limited purposes of this Agreement. The receiving Party will take all appropriate steps to safeguard Confidential Information and to protect such information against disclosure, misuse, loss or theft. Notwithstanding the foregoing, the receiving Party may disclose the disclosing Party's Confidential Information to those individuals who need to know such information to perform hereunder, including to attorneys, accountants, agents and contractors who have a bona fide need to know and are subject to an obligation of confidentiality no less stringent than set forth in this Agreement provided that such individuals abide by the provisions of this Agreement.
- 3.3. Exceptions. Confidential Information shall not include: (i) information generally available to, or known to, or which becomes known by, the public through no wrongful act of the receiving Party; (ii) information lawfully known by the receiving Party prior to disclosure hereunder; (iii) information disclosed by a third party, which is not bound under a confidentiality obligation to the disclosing Party, to the receiving Party; (iv) information independently developed by the receiving Party without the use of information disclosed by the disclosing Party; and (v) information lawfully required to be disclosed to any governmental agency or which is otherwise required to be disclosed by law, provided that before making such disclosure the receiving Party will provide the disclosing Party with written notice of the proposed disclosure and an adequate opportunity to object to such disclosure or take action to assure confidential handling of such information.

- 3.4. Return of Confidential Information. Upon request or the termination of this Agreement, the receiving Party shall return or destroy all copies of documents and other things in its possession that constitute Confidential Information.
- 4. Insurance.** ThirdChannel, at its own expense, shall procure and maintain with responsible third-party insurance carriers: (i) Commercial General Liability Insurance, written on an occurrence basis including premises, products/completed operations liability coverage with respect to the products and Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage with limits of not less than US \$1,000,000 per occurrence and US \$2,000,000 in the aggregate, (ii) Automobile Liability Insurance with at least \$1,000,000 combined single limit for bodily injury and property damage per accident, (iii) Umbrella Liability Insurance, with limits of at least \$1,000,000 per occurrence and \$10,000,000 in the aggregate, (iv) Workers Compensation Insurance in the amount required by law, (v) Employers Liability/Stop Gap Liability Insurance with limits of at least \$500,000 for each occurrence, and (vi) Professional Liability (errors and omissions) Insurance, if applicable Services are provided, with limits of at least \$1,000,000 per occurrence.
- 5. Publicity.** Except as required by law or the terms of the applicable Statement of Work, neither Party shall acquire hereunder any right to use the name or logo of the other Party (or that of any of its subsidiaries and affiliates) or any part thereof. Any such use shall require the express written consent of the owner party. Customer grants ThirdChannel permission to use Customer's name and logo on its website or in other collaterals that are required to provide Services under this Agreement. Aside from this, ThirdChannel will not refer to Customer, in any advertising materials, press releases, web sites, or other public communications without Customer's prior written consent in each instance.
- 6. Changes to General Service Terms.** ThirdChannel reserves the right to revise or amend the General Service Terms from time to time, with reasonable advance notice to the Customer. All changes to the General Service Terms shall apply prospectively and shall be incorporated into any applicable Master Services Agreement only to the extent such amendments do not conflict with the terms of the Master Services Agreement. Any conflict between the terms of the Master Services Agreement and the General Service Terms shall be resolved in favor of the Master Services Agreement.
- 7. General Service Terms Applicability.** This General Services Terms were last updated in January 2019 and are applicable to all Master Services Agreements and SOWs executed thereafter.