Schedule 1

RICHRELEVANCE - PRODUCT AND INTEGRATION SCHEDULE

This Product and Integration Schedule (the "*Addendum*"), together with the Sales Order executed by RichRelevance and Partner, the Support Services and Service Levels Addendum located at www.richrelevance.com/gtcretail and the Terms and Conditions located at www.richrelevance.com/gtcretail are an integral part of the Agreement (as defined in the Sales Order) between RichRelevance and Partner. By entering into the Sales Order that incorporates this Addendum by reference, Partner accepts the terms stipulated herein. RichRelevance reserves the right to amend the terms and conditions set forth in this Schedule in its sole discretion, in which event the amended terms will take effect 4 weeks after such changes are first made available at www.richrelevance.com/products. In the event that the amended terms are not acceptable to Partner, Partner may, notwithstanding any provision to the contrary in the Agreement, terminate the Agreement by giving written notice thereof to RichRelevance prior to the amendment taking effect. For purposes of the Agreement, capitalized terms not otherwise defined in this Schedule or in the Sales Order or the Terms and Conditions included in the Agreement shall have the meanings set forth herein.

General Integration Services

Following the Effective Date of the applicable Sales Order, the parties shall meet to define and schedule the integration timeline. To effectively manage the integration project, the project leads from RichRelevance and Partner will hold weekly status meetings. To facilitate communication, remove roadblocks and obtain input, the project leads will meet with the business owner at least every two weeks. As appropriate, the project leads will meet with the executive sponsor to align expectations, provide findings and obtain confirmation of approach and next steps. The integration of the SaaS Services shall be subject to the performance by the applicable party of its following respective obligations and the satisfaction of the specific scoping assumptions set forth below:

- RichRelevance to provide deployment documentation.
- Partner will obtain commitment from all appropriate IT and business stakeholders to enable the rapid design and deployment of the SaaS Software using RichRelevance leading practices. The Partner team that will manage the integration throughout the integration process must be established prior to commencement of integration.
- If integration requires RichRelevance to work on Partner premises, Partner will provide workspace for the RichResults team on-site for work sessions and review meetings to improve effectiveness of communication and deployment activities and any travel expenses will be invoiced to Partner by RichRelevance at cost.
- Partner will create visual creative mock up of placements and develop CSS (Cascading Style Sheet) styling code for placements.
- RichRelevance will provide guidance on appropriate instrumentation for placements and Partner will lead integration of the Software provided.
- Partner will validate the JavaScript instrumentation and the feed format prior to sending feed to RichRelevance.
- The Partner shall conduct regression testing of RichRelevance instrumentation after initial deployment.
- RichRelevance will have access to Partner's QA environment prior to the kick off meeting in order to allow RichRelevance to perform initial testing.
- RichRelevance will provide one Dashboard & Reporting training Webcast to Partner employees.
- Partner will be responsible for using the RichRelevance Control Panel to manage the SaaS Services following integration.
- Once the integration is completed and SaaS Service recommendations are displayed to Customers on or with the Partner Website, RichRelevance will enable Partner to access the email and 24/7 emergency telephonic support described in the Support Addendum.

RichRelevance Products

RichRelevance Dashboard

The RichRelevance Dashboards are the Partner-facing control panels used by Partner employees to monitor and manage one or more SaaS Services._

RichRecs + Onsite/RichRecs + Mobile
RichRelevance will work with Partner to jointly design and deliver RichRecs + Onsite or RichRecs + Mobile services to Partner based on the following scoping assumptions:

- The SaaS Services shall have RichRelevance's standard product capabilities and shall not require customization services.
- Partner will utilize RichRelevance's standard, client-side javascript integration.
- Deployment to only the Partner Websites set forth in the Sales Order in a single, mutually agreed language
- A catalog of up to 1,000,000 products per Partner Website encoded in the RichRelevance flat file feed format.
- RichRelevance will receive a daily data feed from Partner in the standard RichRelevance data feed structure. Feed will be provided via secure FTP upload, be compressed with gzip and will be below 250 MB in size uncompressed.
- RichRelevance will not modify the behavior of a strategy for a Partner outside of the controls available via the RichRelevance Dashboard.
- RichRelevance will not process more than 2 full catalog feeds per day and will not process more than 1 delta catalog feed per every 3 hours.
- Partner and RichRelevance will integrate Software on at least the following web pages on Partner Website (if such pages exist) to allow Partner to track Customer browse and purchase activity:
    o Homepage
    o Item Page
    o Category Page
    o Search Page
    o Add to Cart Page
    o Cart Page
    o Confirmation Page

RichRecs + Email
RichRelevance will work with Partner to jointly design and deliver RichRecs+email SaaS Services to Partner based on the following scoping assumptions:

- Partner and RichRelevance will integrate Software to allow Partner to send personalized product recommendation emails based on customer's onsite activity and profile;
- RichRelevance will assist Partner to integrate with a single ESP identified by the Partner;
- Partner will direct Partner's ESP to work with RichRelevance to meet the design and implementation timelines and deliverables;
- Partner will be responsible for the creative content within emails and provide creative direction for the recommendation component;
- Partner will provide the ESP with required metadata to seed the request for recommendations;
- RichRelevance will provide the ESP with code for the request for recommendations, and Partner will direct the ESP to integrate the code into the body of each email template;
- Partner will perform QA of end-to-end solution and include RichRelevance on seed emails;
- RichRecs+Email will not support providing recommendations for more than 5 million email opens per day; and
- RichRecs+Email will support one placement (containing up to 12 products) to be displayed in a single email.

RichRecs + API/MyRecs

RichRecs + API and MyRecs are API products and as such, implementation is owned and lead by Partner. RichRelevance will provide documentation to enable Partner to deploy the product. Integration services to be provided by RichRelevance client services personnel are not included in the licensing of the API to Partner and will be provided and paid for pursuant to a separate statement of work, which will define timing, scope and incremental fees.

RichRecs + API

Partner shall ensure that:

- The API key issued to Partner for each application that uses RichRecs + API shall not be used for any other application;
- All requests include the required input arguments for each API end point;
- The Partner mobile client will call the RichRelevance SaaS Platform for product recommendations;
- The Partner servers will not call the RichRelevance SaaS Platform for recommendations for users on mobile devices;
- Recommendation placements supported by the API shall be uniquely named to enable proper tracking; and
- The product catalog used for RichRecs + API will be sourced from the existing RichRecs product feed.

MyRecs

Partner shall ensure that:

- Partner will create a blank page template including standard site header / footer. RichRelevance will provide the code to integrate the MyRecs product within this template to Partner.
- Partner will provide guidelines and approval on look and feel to align with Partner's brand and web presence design standards; and
- The product catalog used for MyRecs will be sourced from the existing RichRecs product feed.

Partner and RichRelevance will mutually determine how to display the entry point into MyRecs.

RichRecs + ICS

RichRelevance will work with Partner to integrate ICS with the following scoping assumptions in addition to those listed under RichRecs:

- Partner shall be responsible for providing all Partner Data to RichRelevance and shall provide such Partner Data in a format consistent with the technical compatibility requirements set forth in the "Providing Data to ICS" section of the ICS Documentation, as amended from time to time;
- Partner shall provide product attribute data for Partner's product catalog, such as each product's identifier, category, price, and inventory count;
- The product catalog size shall not exceed 200,000 products or 10 million attributes;
- If Partner is a licensee of CNET's DataSource syndicated data product, Partner will include with its RichRecs data feed a DataSource product ID ("ProdID" in the DataSource schema) and category ID for all products that have one;
- Partner will be responsible for using the RichRelevance Dashboard to manage the RichRecs + ICS service following the completion of the integration;
- RichRelevance will provide one RichRecs + ICS training Webcast to Partner employees. One to five Partner employees will be designated as a RichRecs + ICS owner. The owners will be responsible for being the point of contact within the Partner organization for questions on the RichRecs + ICS service. Only a Partner RichRecs + ICS owner will be authorized to contact RichRelevance Customer Support;
- If Partner wishes to do assortment targeting, Partner will provide a merchandising point of contact to customize the default assortments and targeting rules; and

- Except for the customizations of assortments and rules that can be accomplished via ICS's standard graphical user interface, no further customization services will be required.

In the initial three months of the ICS subscription term, remote training for use of the ICS services (via combination of telephone and Webcasting) will be available as reasonably requested for Partner employees, not to exceed 8 hours of total trainer time. Further training hours, or provision for on-site training, is available to Partner through purchase of Professional Services. As part of the included training hours for ICS, RichRelevance will support the merchandising point of contact's customization of up to five seed categories (for example, notebook computers), each of which may have up to ten accessory categories (for example, carrying case, mouse, battery, and so on). Further customization, creation, and maintenance of assortments and targeting rules is the responsibility of Partner or can be outsourced to RichRelevance for an additional fee.

RichRecs + PCS
RichRelevance will work with Partner to jointly design and deliver RichRecs + PCS services to Partner based on the following scoping assumptions:

- Partner is responsible for integrating its E-commerce platform with RichRecs + PCS using an API provided by RichRelevance;
- RichRelevance will not modify the behavior of a strategy or algorithm for a Partner outside of the controls available via the RichRelevance Dashboard;
- Partner is responsible for providing the product catalog feed pursuant to the same limitations specified in the "RichRecs + Onsite" section above; and
- Partner will be responsible for using the RichRelevance Dashboard to manage the RichRecs + PCS service following the completion of the integration.

RichPromo + Onsite
RichRelevance will work with Partner to jointly design and deliver RichPromo services to Partner based on the following scoping assumptions:

- Campaign display units are standard RichRelevance units and do not require customization:
- Partner and RichRelevance will jointly determine where the campaign units will be located on the in-scope pages:
- Partner will utilize RichRelevance's standard, client-side javascript integration:
- Partner will make best efforts to minimize loading latency of RichRelevance calls, preferably placing RichRelevance code on each deployed page high in the queue to enable adequate performance:
- If partner is using RichPromo to target users with behavior related to their interaction with their products, Partner is responsible for providing the product catalog feed pursuant to the same limitations specified in the "RichRecs + Onsite" section above:
- Partner is responsible for any category taxonomy clean up needed as part of the deployment:
- Partner is responsible for campaign development, data entry, Partner Creative and campaign management:
- RichRelevance will not modify the behavior of a strategy or algorithm for a Partner outside of the controls available via the RichRelevance Dashboard:
- Partner is responsible for hosting the media assets (images, videos, etc) that define the visual experience of a promotion. RichRelevance is only responsible for delivering the ad unit framework:
- RichRelevance will provide one RichPromo training Webcast to Partner employees. One to five Partner employees will be designated as a RichPromo owner. The owners will be responsible for being the point of contact within the Partner organization for questions on the RichPromo Software. Only a Partner RichPromo owner will be authorized to contact RichRelevance Customer Support: and
- Partner will be responsible for using the RichRelevance Dashboard to manage the RichPromo service following the completion of the integration.

RichPromo + Email

Not available at this time.

RichPromo + API
RichPromo API product implementation is owned and lead by Partner. RichRelevance will provide documentation to enable Partner to deploy the product. Integration services to be provided by RichRelevance client services personnel are not included in the licensing of the API to Partner and will be provided and paid for pursuant to a separate statement of work, which will define timing, scope and incremental fees.

Partner shall ensure that

- The API key issued to Partner for each application that uses RichPromo + API shall not be used for any other application;
- All requests include the required input arguments for each API end point;
- The Partner mobile client will call the RichRelevance SaaS Platform for promotions; and
- The Partner servers will not call the RichRelevance SaaS Platform for promotions for users on mobile devices.

RichConnect
RichRelevance will work with Partner to jointly design and deliver RichConnect services to Partner based on the following scoping assumptions:

- Partner will utilize RichRelevance's standard, client-side javascript integration:
- Partner will be responsible for using the RichRelevance Dashboard to manage the RichConnect service following the completion of the integration:
- RichConnect will use Customer behavior up to the previous six (6) months to determine how to segment a Customer:
- Partner is responsible for providing the product catalog feed pursuant to the same limitations specified in the "RichRecs + Onsite" section above.
- RichConnect will not send the email directly to the shopper.
- Partner will direct Partner's ESP to work with RichRelevance to meet the design and implementation timelines and deliverables.
- Partner's ESP is able to receive a flat file (comma separated) at least once a day that contains a list of Customer IDs and metadata associated with each customer that it can then send emails to within 4 hours.
- Partner's ESP is responsible for mapping the Customer ID RichRelevance receives via the standard javascript instrumentation to an email address.
- RichConnect will not send individual emails to an ESP via an API provided by the ESP.
- RichConnect will not generate more than 10 million email sends per day.
- RichRelevance will not modify the behavior of a strategy for a Partner outside of the controls available via the RichRelevance Dashboard.

RichContent
RichRelevance will work with Partner to jointly design and deliver RichContent services to Partner based on the following scoping assumptions:

- Partner will utilize RichRelevance's standard, client-side javascript integration.
- Partner is responsible for hosting the media assets (images, videos, etc) that define the visual experience of a piece of content. RichRelevance is only responsible for delivering the description of the content.
- RichRelevance will support a catalog of up to 100,000 content items per Partner Website encoded in the RichRelevance flat file feed format.

- RichRelevance will receive a daily data feed from Partner in the standard RichRelevance data feed structure. Feed will be provided via secure FTP upload, be compressed with gzip and will be below 250 MB in size uncompressed.
- RichRelevance will not process more than 2 full content feeds a day and will not process more than 1 delta content feed per every 3 hours.
- RichRelevance will not modify the behavior of a strategy for a Partner outside of the controls available via the RichRelevance Dashboard.

All RichRelevance Dashboards

- Partner can create up to 100 users for each RichRelevance Dashboard that they use
- RichRelevance dashboards will perform only on the following browsers: IE8+, Chrome, Safari 5+, and FireFox 9+