

Professional Services Description

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All capitalized terms not defined herein shall have the meaning set forth in the applicable OF and the Terms.

1. General

For the specific Professional Services package included in the OF, Provider will provide the Services described in more detail below (each a “**Professional Services**”) for the applicable Services Term. Additional work requested by Client beyond the scope for a given Professional Service package is subject to additional terms and fees. Each capitalized term not defined below has the meaning given to it in the Terms or in the relevant OF, as applicable. For purposes of the Professional Services, any reference to Provider Materials will refer to the Rithum for Brands Platform only.

2. What’s Required from Client

2.1 Prerequisites. In order for Provider to provide the Professional Services, in addition to the requirements set forth in the applicable OF, Client must:

- 2.1.1** Have an active Posting Account (defined in Section 2.2 below) on Provider Materials.
- 2.1.2** Be familiar with software tools to manage Client’s catalog data and uploads to Provider (e.g., Excel or similar spreadsheet applications, PIM, ERP, OMS, etc.).
- 2.1.3** Be an established Channel seller in at least one locale.
- 2.1.4** Provide a URL for hosted images in proper format (<https://example.jpeg>) or via other collaborative sharing tools acceptable to Provider and the applicable Channel (i.e., FTP transfer, shared drives, etc.) and provide Channel with images that comply with the requirements for their category and product, including but not limited to, size and quality (e.g., some Channel categories require images with white backgrounds, some categories prohibit the use of mannequins in images).
- 2.1.5** Provide SKU parent/child variation relationships as required by Provider for SKU attributes and other items that apply.
- 2.1.6** Provide data ready to import and in a standard data format acceptable to Provider (e.g., CSV, headers, and full data feeds).
- 2.1.7** Provide at least one point of contact who can make decisions on behalf of Client and who is able to communicate to Provider in English.

2.2 Posting Accounts. Unless otherwise stated in the OF, the applicable Professional Services are limited to one account used within the Provider Materials (“**Posting Account**” or “**PID**”) to post information on Channels.

2.3 Service Hours. Client will be assigned a designated a primary Provider Services contact to facilitate the Professional Services. For any Professional Services that include Services hours, 1 Services hour is equal to 60 real-time minutes and applies to 1 Provider personnel. If 2 Provider personnel attend the same 1 hour-long call, it would equate to 2 Services hours under the OF. Unused Services hours are not subject to any credit or refunds.

3. Professional Services Packages

Custom Professional Services	
Services Description	Provider will provide the Custom Professional Services described in the OF. Where applicable, Client shall provide Provider with the agenda and/or questions in advance of any scheduled call/web conferences.

PID Migration	
Services Description	Provider will provide PID Migration Services directed towards migrating, separating, or consolidating Client PIDs on the Provider Materials. Services will include: • 1 kick-off call not to exceed 60 minutes, where the parties will work together to review applicable PIDs and create a project plan. • 1 review call not to exceed 60 minutes, where the parties will review updated PIDs once all project work is completed.
Units Included	1 PID, with up to 2 Channels per PID

Liquid Script Edits	
Services Description	Provider will provide Services directed towards reviewing and modifying existing liquid scripts within the Provider Materials in accordance with Client's guidance. Services will include: • 1 kick-off call not to exceed 60 minutes, where the parties will work together to scope and create a project plan. • 1 review call not to exceed 60 minutes, where the parties will review completed project activities.
Units Included	1 liquid script template

Error Analysis and Guidance	
Services Description	Provider will provide a guided diagnostic and recommend prioritizations designed to help Client understand resolve its listing errors on the applicable Channel. Services will include: • 1 error report for the applicable Channel • 1 guidance call not to exceed 60 minutes, where the parties will discuss the contents of the error report. • 1 follow-up call not to exceed 60 minutes, where the parties will review Client's progress and review any Client questions.
Units Included	1 Channel

Consultancy – Solutions Architect	
Services Description	Provider will provide Client with access to a Solutions Architect for technical and/or strategic guidance on Client's usage of the Provider Materials. Services will include: • 1 Services Hour, in which Client may choose from the following activities to be performed by the Solutions Architect: consultation, preparatory activities, or follow-up work agreed upon by the parties.
Units Included	1 Services hour with Solutions Architect, which may be used for calls or applicable hands-on work (i.e., the activities listed above) by Provider

Consultancy – Client Success Engineer	
Services Description	Provider will provide Client with access to a Client Success Engineer for technical and/or strategic guidance on Client's usage of the Provider Materials. Services will include: • 1 Services Hour, in which Client may choose from the following activities to be performed by the Solutions Architect: consultation, preparatory activities, or follow-up work agreed upon by the parties.
Units Included	1 Services hour with Client Success Engineer, which may be used for calls or applicable hands-on work (i.e., the activities listed above) by Provider

Innovation Tool	
Services Description	Provider will provide Client with access to an advanced Provider Material tool designed to address a specific business problem identified by Client, with measured outcomes. Client may choose to use the tool during 1 guided session (not to exceed 60 minutes) led by Provider or to access the tool directly within Client's Provider Material account on a self-service basis. The parties will collaborate to create a project plan that will define the scope and outputs (e.g., analysis, insights, optimized data) for the tool, as well as any follow-up sessions. Provider will provide Client with standard operating procedures and tool-specific documentation designed for consistent application and alignment on how each capability is intended to be used.
Units Included	1 Tool selected by Client

Innovation Pilot	
Services Description	Provider will provide Client with early pilot access to Provider Material tool designed to address a business problem identified by Client. The parties will collaborate to create a project plan that will define the time period for the pilot (which will not exceed 30 days) and the scope of the outputs. During the pilot period, Provider will run the tool on Client's behalf using a structured approach. Provider will deliver the specific outputs the tool is designed to produce (e.g., analyses, insights, or data optimization), as well as feedback and shared learnings focused on improving the tool capabilities. Any such feedback and learnings are Provider Confidential Information as defined in the Terms.
Restrictions and Assumptions	The tool provided to Client as part this Service is provided as a pilot. Certain features and functionality with respect to such tools may be unavailable or limited during the pilot phase. Provider will not issue any credits or other compensation related to the tools. The Innovation Pilot is not custom consulting and does not commit either party to future product updates.
Units Included	1 Tool selected by Client

Error Resolution	
Services Description	Provider will provide Error Resolution Services directed towards identifying and correcting inaccurate product listing data with the goal of streamlining Client's Channel listings. The Services include the following activities: • 1 kick-off call not to exceed 30 minutes, where the parties will review an initial publication report and organize errors into the following categories: • Category 1: Errors Provider can resolve with existing data; • Category 2: Errors that will require additional data from the Client to resolve; and • Category 3: Errors that will require support from the applicable Channel to resolve. • For Category 1 errors, Provider will perform product listing error resolution and data corrections. Category 2 and 3 errors will be resolved based on available Client data and support from Channels. • After the above error resolution Services are completed, Provider will schedule a debrief call not to exceed 30 minutes and provide an updated publication report and suggestions for the Client to maintain data in a structure designed to avoid Channels listing errors.
Restrictions and Assumptions	Unless otherwise agreed upon by the parties (email is sufficient), Provider will not address any new listing errors that occur after the applicable OF Effective Date. Provider is not responsible for recurring listing errors caused by deficiencies in the Client's data file or that must be resolved by the applicable Channel.
Units Included	Core Package: 1 Channel, for up to 5,000 SKUs displaying errors
	Plus Package: 1 Channel, for up to 25,000 SKUs displaying errors
	Premium Package: 1 Channel, for up to 50,000 SKUs displaying errors

Training	
Services Description	Provider will provide training Services directed toward assisting Clients navigate Provider Materials and manage Client's daily activities efficiently and independently. Training topics may include: • Overview of the Provider Materials that Client is utilizing • In-depth training on specific features or functionality of the Provider Materials (e.g., bulk edits, alias SKUs, label logic automation, repricer tool, etc.) • Data transformation (e.g., mapping, business rules) • Listing practices for specific Channels (e.g., troubleshooting and error resolution) Services will include 1 kick-off call not to exceed 30 minutes, where the parties will work together to create a training plan that will detail the schedule and agenda for each training session.
Units Included	Up to 5 Service hours, spread over 1-hour sessions

Image Reformatting	
Services Description	Provider will provide Image Reformatting Services directed toward formatting Client's images to comply with applicable Channel image requirements, including removing backgrounds or replacing backgrounds with new colors and adjusting certain image aspect ratios. Services will include: • 1 kick-off call not to exceed 60 minutes, where the parties will work together to review images and create a project plan. • 1 review call not to exceed 60 minutes, where the parties will review images before uploading to the Provider Materials. Once all reviews are complete, Provider will provide Client with a copy of the image files and confirm via email when the images have been successfully uploaded to the Provider Materials.
Restrictions and Assumptions	The images are "Client Data" as such term is defined in the Terms. All images must be provided to Provider by Client before the initial kick-off call and as files in common web formats (e.g., JPG/PNG). Provider will not use, copy, or crawl Images from other sources. The Services are limited to formatting only and do not include image editing or design.
Units Included	Up to 10,000 Client images

Platform Integration Changes	
Services Description	Provider will provide Platform Integration Modification Services directed toward assisting Client with adjustments to its existing Channel integrations supported by the Provider Materials, and may include the following activities: • Data import changes • Inbound template optimization • Creation of inbound templates (e.g., price feeds) • Setting up automation tasks (e.g., bulk edits, label logic automation) • Setting up order exports • Setting up custom feeds Services will include: • 1 kick-off call not to exceed 60 minutes, where the parties will work together to create a project plan. • 1 review call not to exceed 60 minutes, where the parties will review completed project activities.
Restrictions and Assumptions	Additional or custom work or activities will require Client to purchase Launch Services (as described further at www.rithum.com/spec/launchservices).
Units Included	Up to 5 Services hours total, which may be used for calls or applicable hands-on work by Provider

Single Sign-On (SSO) Integration Services	
Services Description	Provider will provide a configuration interface that allows Client to configure and validate a Single-Sign-On (SSO) integration between Client's security domain and the security domain of Provider Materials. Once configured, such integration will allow an already authenticated user in Client's security domain to be automatically authenticated in Provider Materials security domain, provided that the user is also already a valid and authorized user in the Provider Materials.
Restrictions and Assumptions	The following specific requirements shall apply to the SSO integration between Client and Provider: • Provider will provide an SSO integration that includes: a configuration and troubleshooting utility in the Provider Materials user interface, and technical guidance and troubleshooting by Provider's engineering team. • Provider will provide an SSO integration solution to Client's Security Platform designated in the OF, provided that: • Client must ensure a standard (non-proprietary and non-overloaded) implementation for such Security Platform; • Client shall be responsible for all costs, maintenance, and performance associated with the implementation for such Security Platform; • Client shall follow all relevant standards for SSO integration and security including ongoing maintenance and patches; and, • Client assumes responsibility for maintaining its SSO configuration in Provider's Platform using the utilities provided by Provider.
Units Included	One SSO integration per the Client Security Platform identified in the OF

Outbound Changes	
Services Description	Provider will provide Outbound Template Modification Services directed toward assisting Client with adjustments to its existing Channel template mappings within the Provider Materials, and may include the following activities: • Optimize Channel-specific business rules • Add new mapping fields to align with Channel recommended practices and available Client Data Services will include: • 1 kick-off call not to exceed 60 minutes, where the parties will work together to create a project plan. • 1 review call not to exceed 60 minutes, where the parties will review completed project activities.
Restrictions and Assumptions	The Services only apply to existing Channel integrations. New integrations will require Launch Services (as described further at www.rithum.com/spec/launchservices).
Units Included	Up to 5 Services hours total, which may be used for calls or applicable hands-on work by Provider

Account Audit	
Services Description	Provider will provide Account Audit Services in which Provider will perform an in-depth review of Client's PID to assess overall Channel health and identify opportunities to optimize and automate Client's activities on the Provider Materials. The Services include the following activities: • 1 kick-off call not to exceed 30 minutes, where the parties will determine the timing and scope of the account review presentation. • An account review presentation not to exceed 60 minutes that will cover the following topics (as applicable): • Account Health: Review of and recommendations on how to avoid persistent order issues, important errors, and integration warnings • Inbound/Outbound Data: Review and recommendations on how to optimize and automate certain data workflows • Channel Health: Review and recommendations on Client product listings, including a publication report and Channel suggested good practices (e.g., setting up inventory quantity buffers, shipping policies, order lead times, etc.) • Catalogue Cleanup: Identifying deprecated SKUs and recommendations on catalogue cleanup using catalog export tools • Variation and Alias SKUs: Review of and recommended practices for SKU taxonomy • Amazon: competition analysis and recommendations for Provider repricer tool, with Buy Box report
Restrictions and Assumptions	The Services are for audit purposes only. Any additional work, including optimization adjustments, will be subject to additional terms and fees.
Units Included	Up to 2 Channels per PID

eBay Data Import & Listing Sync Services (eBay eDIT)	
Services Description	eBay Data Import Services. Provider will import SKU-level Client Data (i.e., attributes, images, variations) from the eBay Channel listed in the OF into Client's Posting Account (the "Data Import"); and/or, Listing Sync Services. Provider will synchronize Client's live eBay listings to the SKUs that appear in the Posting Account, based on matching the Provider SKU to the eBay custom label (the "Listing Sync"). Data will be imported and/or synced from 1 Client eBay seller account to the corresponding Posting Account to which the eBay data (including listings) will be imported or synced (the "Destination PID").
Restrictions and Assumptions	For Data Import only: • Provider will perform the eBay Data Import 1 time for up to 250,000 fixed price or auction product listings per eBay seller account and per Destination PID. The Destination PID and eBay seller accounts will be agreed upon by the parties before the actual data migration; exceptions subject to Provider's approval. • Description data from eBay is imported as 1 large block of html data, which includes any design theme template html code for each SKU. Client is responsible for any required cleanup of the description data. • Title, Price, Item Specifics, Fitment, Variation, and Identifier (e.g., UPC) product data will be pulled in as part of a Data Import where eBay exposes that information to Provider in eBay's database. • Provider will use a tool to pull in all images from eBay for each SKU, but Provider cannot guarantee 100% of all images will be imported on the first run due to system time-outs at eBay.com. • Client is responsible for updating any SKUs in the Provider Materials, if necessary, for launching on other Channels in the future. Updating the SKUs will be necessary if Client has no custom labels at eBay.com, in which case the eBay Data Import Tool will generate those custom labels during the Data Import. For Listing Sync only: • Provider will perform the Listing Sync 1 time for up to 250,000 fixed price eBay product listings per eBay seller account and Destination PID, which shall be agreed upon by the parties before the actual migration. The Destination PID and eBay seller accounts will be agreed upon by the parties before the actual data migration; exceptions subject to Provider's approval. • Listing Sync will not be performed on listings that violate the duplicate listing policy at eBay.com. Auction listings will not be included in a Listing Sync, but may be included in a Data Import. • Client is responsible for providing an Order Import Start Date before a Listing Sync is performed. The Order Import Start Date is defined as the date and time Provider begins importing orders into the Destination PID. • To mitigate potential errors, Listing Sync will not be scheduled for a Provider release week or on a Friday.

	General: • Client is responsible for completing designated inventory and order integration steps in the Destination PID. • Client is responsible for revoking eBay authorization for any third-party software communicating with SKUs or eBay product listings in the scope of these Services. Provider is not liable for any issues that arise from Client's use of other third-party software on eBay. • Client agrees to change quantity management to "unallocated" in the Destination PID if this setting is not already in use. • Client is responsible for listing error resolution in the PID after the Listing Sync and/or the Data Import. • An updated File Exchange export of active eBay listings will be required immediately before running the tool to perform the Listing Sync or Data Import. Client agrees not to add any additional listings to eBay after the final File Exchange export is received by Provider before running the tool. • Provider is not responsible for any technical issues that result from eBay systems. Provider will use commercially reasonable efforts to sync to the desired eBay listings, but Client accepts the risk that some listings may be withdrawn and need to be re-listed to eBay.
Units Included	One eBay eDIT Services per eBay Channel account