Managed Marketplaces – Essential
Services Description

Last Updated: September 15, 2026

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

1. General

Provider will provide the following Managed Marketplaces - Essential (the "**Services**") to help Client manage the Channels identified in the OF on Client's behalf.

Managed Marketplaces - Essential is designed to provide Client with operational coverage, standard reporting, and periodic strategic guidance. The Services will be performed utilizing the Provider Platform (as defined herein) and during Provider's standard business hours, Monday through Friday, excluding holiday hours. Unless otherwise specified in the applicable OF, the Services supports listing quantities of up to 250,000 products per Channel.

Channel and third-party requirements and approvals, reporting availability, data quality, processing times, and review cycles are outside of Provider's control. Provider is not responsible for limitations or delays caused by Channels or other third parties. New or custom integrations, special projects, custom code, and bespoke reporting are out of scope of the Services, unless expressly agreed in a signed OF.

For purposes of this Schedule, "**Provider Platform**" means Provider's proprietary cloud-based e-commerce software platform and is part of the "**Provider Materials**" defined and referenced in the Terms.

For each of the below Sections, this Services Description sets out all of the available Tasks for the Managed Marketplaces – Growth tier. Not all Tasks will be applicable to, or required by, Client. Provider and Client will work together to determine the specific Tasks to be provided to Client as part of the Services.

Where "What's Included" indicates:

- "**Standard**" means out-of-the-box functionality that already exists within the Provider Platform and does not require interaction with or support from third-party tools (i.e., ERP systems) nor require custom and/or manual adjustments to the Provider Platform (i.e., report export merges).
- "**Configurable**" means functionality that already exists within the Provider Platform that can be manually adjusted within set parameters.
- "**Custom**" means functionality within the Provider Platform that Provider would either need to build, customize, or manually adjust, and may require interaction with or support from third-party tools.

2. Implementation

For the initial implementation of the Provider Platform, and then for any subsequent implementation of a Channel, Client will work with Provider to create a project plan, which will detail milestones, critical path decisions, and dependency tracking. Any scope changes to the project plan (e.g., new Channels) may cause delays and require reprioritization among other Channels undergoing implementation. Any extensions to the Implementation Period stated below will require Client to purchase Professional Services Hours. Additional Professional Services Hours and add-on implementation packages are available upon request for additional fees.

Rithum

Client acknowledges that any agreed upon timelines in the implementation plan are contingent on: (i) timely and comprehensive responses from, and the availability of, Client personnel and the Channels, (ii) on Client providing the requisite data extracts and Channel credentials, and (iii) successful end-to-end testing and Client acceptance testing for critical workflows (i.e., publish, order, ship, and settlement).

Task	Description	What's Included
Service Period	The implementation period for each project, beginning from kickoff.	Up to 30 days
Onboarding Management	Guided onboarding program beginning with kickoff through go-live of the Provider Platform (or Channel, where applicable), that includes coordinating workstreams, dependencies, risks, and stakeholder communications.	Standard plan determined before kickoff. Up to 1 weekly general call, not to exceed 30 minutes Up to 1 weekly technical call, not to exceed 45 minutes Weekly status update emails
Discovery and Solution Design	Provider to work with Client to define operating model and configuration approach by reviewing requirements, and design solutions, for Client's catalog, order/payment/shipping flows, and Channel integrations.	Channel implementation order Standard templated solution
Account Setup	Provider to work with Client to set up and validate connectivity between the Client's Channel account and the Provider Platform.	Included
Channel Mapping	Provider will work with Client to map specific attributes required for the Channel(s).	Included
Pricing Configuration	Provider will work with Client to configure pricing rules and data required to publish and maintain pricing on the Channels(s) (e.g., base price, sales, overrides, as applicable). Client must provide all pricing, in all applicable conversions.	Included
Fulfillment Configuration	Provider will work with Client to configure the following, where applicable to the Channel(s): • Order lifecycle: ingestion, validation, routing, acknowledgements, and exception handling. • Payment event handling and settlement reporting • Carriers, shipping services, label generation, and shipment confirmations based on Channel delivery promises and performance metrics	Standard

Task	Description	What's Included
Consultation on Channel Integration Setup	Provider to consult with Client on: • Integrations for inventory sources • Channel availability rules for stock status, eligibility, and oversell protections • Integrations to Client systems required for data exchange and operations (e.g., orders, inventory, catalog, shipping events)	Standard templates for Feeds FTP and manual uploads
Testing and Certification (QA/UAT)	Provider to work with Client to perform testing to validate configuration, integrations, including certification steps where required. Each test order may only have 1 business flow (i.e., no multi-flow testing).	Up to 10 test orders per Channel
Launch and Cutover	Provider to work with Client to transition from pre-production/pilot to production operations, including sequencing and communications.	Up to 5 business days
Custom Professional Services Hours	A block of Professional Services Hours that Client may use for addressing implementation-related Services. 1 Professional Services Hour is equal to 60 real-time minutes (anything less than 60 minutes will round up to 1 Professional Services Hour) and applies to 1 Provider personnel. If 2 Provider personnel attend the same 1 hour-long call, it would equate to 2 Professional Services Hours. Unused Professional Services Hours are not subject to any credit or refunds. Where applicable, Client shall provide Provider with the agenda and/or questions in advance of any scheduled call/web conferences.	Up to 2 Professional Services Hours

3. Operations

Following implementation, Provider will provide Services to support day-to-day execution across Channel-related activities and business process management. Services may include the following Tasks upon Client request and where applicable to a Channel:

Task	Description	What's Included
Listing Management	Provider will assist Client with investigating and remediating recurring or complex operational errors affecting product listings and catalog publication. This may include assisting with corrective and preventive action plans.	Included
Provider Platform Management	Provider will provide a main point-of-contact for Client who will help coordinate communications with Provider engineering and support teams and who will provide applicable status updates on Client	Included

Task	Description	What's Included
	inquiries/requests in accordance with the agreed-upon operational framework referenced in Section 6 below.	
New Feature Rollout	Provider will assist Client with controlled adoption of relevant new Provider Platform features that Provider may release from time to time. This may include readiness assessment, rollout planning with change calendar alignment, providing documentation and user guides, and assisting with post-launch review.	Included
Content Changes	Provider will update product listing content (e.g., titles, descriptions, bullets, images, attributes) for SKUs and Channels, with pre-published compliance checks and exception guidance for rejections.	Included
Taxonomy Changes	Provider will update product categorization and structural mapping, to account for category mapping changes, reprocessing and publish-readiness checks, and marketplace attribute requirements.	Included
Pricing Updates	Provider will update pricing data used for listing and transactional pricing across Channels based on Client's guidance and will validate updates against configured guardrails.	Included
New Product and Category Rollout	Provider will help Client manage the onboarding and activation of new product categories across Channels, including category readiness validation, publish wave execution, and monitoring for rejections and anomalies.	Included
Data Export	Provider will deliver out-of-the-box dataset extracts from the Provider Platform, including completeness/formatting validation and a data dictionary for non-obvious fields. Custom field combinations and reporting pipelines are outside the scope of the Services.	Standard
Report Creation	Using Provider Platform-supported data fields, Provider will generate out-of-box reports to address specific business questions not covered by standard dashboards. Custom field combinations and reporting pipelines are outside the scope of the Services.	Standard
New Promotions	Provider will create and activate promotional offers based on promotion rules defined by Client, Channel eligibility criteria, and schedules.	Within Provider Platform only. Channel tool submission is not included.
Peak Season Readiness	Provider will provide guidance to help Client prepare for peak season volumes, including operational health checks, scenario testing, monitoring criteria, and a prioritized risk-mitigation backlog.	Up to 2 times per annual period of the OF Term

Rithum

4. Insights

Provider will provide the following reporting and insights (as well as other agreed reporting), depending on data availability:

Task	Description	What's Included
Channel Health Check	Provider will conduct a structured assessment of Channel connectivity, listing status, order flow, pricing and offer signals, and fulfillment metrics, which may include a health scorecard, suppression review, and prioritized remediation actions.	Up to 1 time per month; standard data available within Provider Platform
KPI Tracking	Provider will provide out-of-the-box KPI tracking and reporting for agreed upon operational and Channel performance metrics. KPI definitions may include calculation logic and trend summaries with recommended actions.	Standard

5. Strategy

Provider will provide the following strategic advisory services upon Client request and where applicable to a Channel:

Task	Description	What's Included
Marketplace Strategy and Channel Selection	Provider will support Channel activities and expansion planning through a Channel evaluation and prioritization framework, a readiness and complexity assessment with gaps and owners, and a phased launch roadmap with sequencing, prerequisites, and agreed upon KPI targets.	Up to 2 times per annual period of the OF Term

6. Ways of Working

Provider will establish and maintain the following operational framework:

Task	Description	What's Included
Operational Framework Setup	Provider will establish an operating model for Client's account during implementation to help Client identify the following: deliverables, roles and responsibilities, decision-owners, escalation paths, communication templates, KPI and other scorecard definitions, tooling and workflow alignment, and an initial backlog and improvement plan.	Included; meeting cadence is indicated under Operational Review, Business Review, and Optional Meetings
Backlog and Enhancements	Provider will maintain a structured process for intake, prioritization, and reporting of defects, enhancements, and account-impacting requests, including validation and scoring of items, prioritization facilitation, and a single source of truth for backlog status.	Included

Task	Description	What's Included
Changes and Releases	Provider will maintain planning and communication for Provider Platform changes that may impact Client's listings, orders, payments, or shipping, including change calendar review with impact assessment, planned change communications, and post-release validation support.	Included
Risk, Issue, Dependency Management	Provider will assist with mitigation planning, with regular status reporting, and coordinating dependencies across Client teams and third parties, including escalating high-risk items where required.	Included
Escalation Management	Provider will manage the escalation path for high-impact issues related to the Provider Platform, including where applicable: severity criteria and escalation paths, war-room coordination and stakeholder communications, action and decision tracking, and a formal closure summary with follow-up items.	Included
Continual Service Improvement ("CSI")	Provider will conduct a formal CSI review to identify and prioritize improvements that are designed to increase stability and automation, including a CSI backlog with impact scoring, identification of automation candidates, and progress tracking through the operational framework.	Up to 1 time per annual period of the OF Term
Operational Review	Provider will conduct a review session addressing operational health, exceptions, and near-term risks, including a scorecard review, exception deep-dive with agreed actions and owners, forward-looking review of upcoming events, and action log tracking.	Up to 1 time per month
Business Review	Provider will conduct an executive-level review linking Provider Platform operations to business outcomes, covering operational performance against business KPIs, quarterly priorities and roadmap alignment, key risks with mitigation plans, and a documented decision and action plan.	Up to 1 time per annual period of the OF Term
Optional Meetings	Either Provider or Client may request a meeting, not to exceed 30 minutes, via call or webinar, up to once per week as needed. Provider will facilitate such meeting or join a Client-led meeting. For global Clients who receive the Services in multiple regions under the OF (i.e., the US and EMEA are two separate regions), meetings are limited to 1 call per region, per week.	Up to 1 call per week, per region

7. What's Required from Client

Client must satisfy the following requirements to enable Provider to deliver the Services:

- **Channel Access:** Client must maintain active accounts in good standing with each of the included Channels and have in place the permissions and credentials that each Channel requires for Provider to perform the Services (e.g., API access, any brand registry or program approvals, etc.). Client must promptly complete any Channel-side steps (e.g., MFA/SSO setup and portal approvals, etc.).

- **Data and Assets:** Client must provide accurate Client Data, including for example, catalog data, pricing inputs, inventory feeds, approved content and images, and operational rules (e.g., MAP/parity constraints, hazardous material or other restricted product classifications, fulfillment SLAs, etc.) in formats agreed with Provider and in accordance with agreed upon timelines. Client must update each inventory feed at a frequency agreed with Provider, but no less than weekly.

- **SKUs:** Client must maintain a one-to-one SKU-per-item relationship. Client must provide a unique SKU value for each SKU not exceeding 40 characters per item, or Provider will generate one on Client's behalf.

- **Contacts and Systems:** Client must provide appropriate subject matter experts and technical contacts to facilitate the Services where specialty expertise or access to systems is needed to provide the Services. Client must maintain its internal systems (e.g., OMS, ERP, WMS, 3PL, carrier accounts, etc.) as required for configuration and testing of Services elements and to support ongoing operations. Client is responsible for completing network connection prerequisites (e.g., VPN setup, IP address approval lists, security certificates) prior to testing. Client must set up and maintain applicable payment processing accounts and fulfillment accounts. Client is responsible for handling all Channel end-consumer customer service inquiries and must provide Provider a designated contact email for the escalation of product questions requiring further research.

- **Owners and Approvals:** Client must assign and make available sponsors, primary contacts, and workstream owners with decision rights who can timely provide input, decision-making, and approvals required to perform the Services. Client must provide consolidated feedback and signoffs within agreed upon review windows. Client is responsible for all commercial decisions (e.g., pricing, discounts, inventory allotment etc.) and investments (e.g. channel prioritization and strategies, Client resource allocation, etc.).

- **Compliance:** Client is solely responsible and liable for all legal, regulatory, and brand product compliance obligations for its product listings, including verifying product claims, content rights, advertising standards, trademark rights, pricing compliance, product defects, and applicable export or category-specific requirements.

- **Configurations.** Provider will not install any pixels or develop code on Client's behalf. Provider will work with Client to validate that pixels installed by Client and that Channel account configurations are successfully exchanging Client Data with the Services. If Client would like to utilize Provider's APIs, then Client is responsible for integrating with Provider's API. Provider's API documentation can be found at https://api.channeladvisor.com/apidocs.