

Commerce Solutions for Brands Description

Last Updated: January 22, 2025

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

1. General

Commerce Solutions for Brands allows Client to manage products, marketplace advertising, and/or orders on multiple Channels, and manage multiple data feeds, from a single user interface. Functionality includes inventory, invoice and listing management for supported Channels, order and fulfillment management, reporting, and Retailer Content.

Where the applicable OF indicates "Feeds Only", Client's access to Commerce Solution for Brands is limited solely to the data feeds management functionality.

2. What's Required from Client

In order for Provider to provide Commerce Solutions for Brands, Client is responsible for sending all Client Data to Provider using a Provider-approved data feed, Provider's API, API built in accordance with specifications in Provider Materials, or the Provider user interface. Unless otherwise agreed by the parties in an OF, in order to use Commerce Solutions for Brands with certain retailer Channels, Client will need to purchase Launch Services.

Client is responsible for identifying and applying (or advising Provider to apply) the appropriate sales, use, VAT, GST, and/or similar taxes for its products managed through Commerce Solutions for Brands. Client will determine and pay all taxes applicable to these products.

3. Limitations

Unless otherwise provided in the OF, Commerce Solutions for Brands includes an unlimited number of Channel connections and up to 1,000,000 SKUs per PID. A "SKU" refers to a code used for each unique product offered for sale by Client. A "PID" or "Posting Account" means an account used within the Provider platform to post information on Channels.

Commerce Solutions for Brands supports up to the following quantities of product listings:

- 350,000 listings each on Amazon and eBay Channels.
- 600,000 product listings for each supported third-party Channel and each online webstore.
- 600,000 inventory items on each retailer Channel.

Client acknowledges that Channels designated as "emerging" or "Early Adopter" in an OF are still in a developmental stage and may be limited in their capacity to support certain features. Such limitations may include limits on product listing volumes and/or orders, unavailable features or functionality, or other limitations consistent with early-stage releases. Connections to emerging Channels are provided on an "as is" basis and no credits or other compensation are available for lack of performance or functionality for emerging Channels.

4. Retailer Content

Client may use Provider's Retailer Content Services to help Client convert its original content into retail product content in the required format of the retailer Channel. Client will provide product and/or inventory quantity to Provider using a data feed in a mutually agreed format, Provider's API, or Provider's user interface to receive

Retailer Content. Unless otherwise agreed by the parties in the OF to which this Schedule is attached, Client will purchase a Launch Service for each retailer Channel that it uses with Retailer Content.

5. Fulfillment Solutions

The Fulfillment Solutions functionality allows Clients to collect and route orders to vendor or warehouse Channels identified in the OF. Subject to the Limitations detailed in this Section 5, orders are routed using rules and definitions provided by Client. Once the Channel has filled the order and provided electronic confirmation to Provider, the Services will display a shipment confirmation to Client, including the applicable carrier and tracking number. Fulfillment Solutions supports quantities of up to 350,000 Client SKUs.

6. Add-On Services

Where indicated on the applicable OF, Client will also receive access to the following Services:

Service Name	Service Description
Connector for NetSuite®	Provider's Connector for NetSuite® ("Connector") provides transmission of product and order data between the NetSuite platform and the Client's PID. Client must provide its NetSuite Account ID to Provider. Client is responsible for configuring and installing the Connector within Client's NetSuite instance. Limitations. Client Data will only sync in one direction, from NetSuite to Provider. The Connector does not process refunds or cancellations. Only shipment carrier information from the "Item Fulfillment Ship Via" field can be mapped to Provider. The date shipped may only be set to the "Item Fulfillment Transaction Date" in NetSuite and cannot be customized. The tracking number will only be sent from the "Item Fulfillment Tracking Numbers" field in NetSuite and cannot be customized. The Connector may stop working upon NetSuite's discontinuance of its distribution mechanism or other NetSuite functionality that operates in conjunction with the Connector. Provider is not responsible for (a) failures based on functionality not provided by Provider or (b) for compatibility issues or operation problems with the Connector that result from changes made by NetSuite or other third parties.
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