Rithum

Managed Retail Media Services 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

Provider will provide the following Services to help manage marketing and advertising activities on Client's third-party ("**3P**") and/or first-party ("**1P**") advertising services Portal(s) identified in the OF on Client's behalf.

Unless otherwise specified in the applicable OF, Managed Retail Media Services (a) will be performed on 1 individual Portal for each Channel and (b) supports listing quantities of up to 250,000 products identifiers (which may include ASINs, but for purposes of this OF will be collectively referred to as "SKUs") on a supported Portal. "Portal" means a third-party advertising platform site used to submit and retrieve Client product data that is supported by the Services; any terms applicable to Channel under the Terms or the OF will equally apply to Portals.

2. Implementation

For the initial implementation Services, Client will work with Provider to complete a "Get Started" questionnaire. The parties will work together to create an implementation plan, which will detail implementation milestones and a checklist of tasks for each party.

Once a Portal is implemented, any requests to restructure such Portal (i.e., revising campaigns, labels, ad content automations) will be subject to additional Fees as agreed upon by the parties in a mutually signed writing.

3. Services Description

3.1 Provider will maintain the campaigns associated with Client's Portal(s) by providing some or all of the following, where applicable:

3.1.1 Ad Targeting.
   a. Provider will create and implement targeting strategies direct towards online consumers on the applicable Channel.
   b. Provider will work with Client to target and display ads for a designated set of SKUs. Rithum will assist Client with the set-up and configuration of the advertising campaigns for such SKUs; provided, that Client will be responsible for creating and/or configuring actual SKU data.

3.1.2 Bid Management. Rithum will adjust bids (i.e., the cost-per-click or "CPC" bid, cost-per-impression or "CPM") in the applicable Client Portal(s) based on Client's business objectives.

3.1.3 Budget Setting and Management. Rithum will work with Client to define an amount of advertising spend (a budget) that Client is willing to spend over a certain time period and implement the respective stated budgets in the applicable Client Portal(s).

3.1.4 Campaign Development. Rithum will architect a campaign structure to align with Client dynamics, including, but not limited to, budget, profit margin, pricing, and/or inventory data.

3.1.5 Keyword Management. Rithum will utilize a variety of different methods to create effective keywords that target qualified consumers.

3.1.6 Promotional Updates. Provider will work with Client to align promotional strategies to accurately display applicable promotions on managed Channels.

4. What's Required from Client

4.1 If Client would like to utilize Provider's APIs, then Client is responsible for integrating with Provider's API. All documentation is provided via Provider's Knowledge Center (https://knowledge.channeladvisor.com/kc).

4.2 Client shall set up the applicable payment processing (e.g., PayPal account) and fulfillment accounts and provide processing account guidance to Provider as needed.

4.3 Client is responsible for the design and identification of SKUs for its promotional and marketing materials.

4.4 Client must properly install the applicable Channel tracking pixel (including updated versions of the pixel), which is necessary for automating delivery of inventory and pricing updates and for tracking certain performance metrics, such as Ad Spend.

4.5 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 Portal account configurations are successfully exchanging Client Data with the Provider Materials.

4.6 Channel Specific Requirements:

    4.6.1 All Channels. The Rithum API must be used for the Services. Any advertising campaigns managed through the Rithum API may only be modified within the API and the data associated with such campaigns cannot be transferred from the API to external destinations. If Client terminates Services for a given Channel at any time, for any reason, Rithum shall immediately disable any live campaigns managed within the Rithum API for the terminated Channel, and such campaigns may not be further modified without directly accessing the API. Client is responsible for maintaining backups of its data associated with Walmart campaigns.

    4.6.2 Allegro. The Services may only be provided for an Allegro Portal if Client is also currently utilizing the Rithum Platform Marketplaces Module and the Rithum API for Allegro to manage its marketplace activities on such Portal.

    4.6.3 Criteo and Roundel-supported Channels. Client must have at least 1 active Portal with Criteo or Roundel that Rithum is able to directly access for purposes of providing the Services. For Channels designated as 1P in the OF, Rithum will provide the Services only where the Channel is actively carrying Client's products.

    4.6.4 Amazon 1P. Client must already be pre-approved as a vendor by the applicable Amazon Channel.