# Rithum

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**Project 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 Project Services package included in the OF, Provider will provide the services described in more detail below (collectively the "Project Services") for applicable Service Term. Additional work request by Client beyond the scope for a given Project Service package is subject to additional Fees. Each capitalized term not defined below has the meaning given to it in the Terms or in the relevant OF, as applicable.

## 2. What's Required from Client

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

2.1.1 Have an active Posting Account on Provider's 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 drivers, 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 Account ("PID").** Unless otherwise stated in the OF, the applicable Project Services are limited to one account used within the Provider Materials to post information on Channels.

## 3. Project Services Packages

| Custom Project Services Hours | |
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| Services Description | For the number of hours detailed in the OF, Provider will provide Services for the purpose described in the OF. Where applicable, Client shall provide Provider with the agenda and/or questions in advance of any scheduled call/web conference. 1 hour 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. |

| Listing Error Resolution Services | |
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| Services Description | Provider will provide Listing Error Resolution Services directed toward identifying and correcting inaccurate product listing data with the goal of making Client's listings on Channels more efficient and streamlined. Client will be assigned a designated Provider services contact as the primary contact at Provider to facilitate the Listing Error Resolution Services. For the number of hours detailed in the OF, the Provider services contact will perform the following actions:<br><br>• Initial product listing error root cause assessment.<br>• Product listing error resolution and data corrections.<br>• Provide data improvement plan after the above services have been completed. This plan outlines suggestions for the Client to maintain data in a structure designed to avoid Channels listing errors.<br>• Make the documented modifications to the Client's product listing data according to the plan, including any mutually agreed-upon modifications to the plan. Any listing errors requiring the Client's attention will be documented for the Client to resolve. |
| Restrictions and Assumptions | Unless directed otherwise by Client, 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. |


| Image Resizing Services | |
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| Services Description | For the number of hours detailed in the OF, Provider will provide services for the directed toward resizing up to 100,000 images from a specified location (the "Images") to comply with applicable Channel image requirements. Provider will upload these resized Images into either Provider's Materials or the Client's own image server. Client will provide Provider with valid image URLs and valid file extensions.<br><br>As part of the Services, Provider will perform the following functions as necessary:<br>• Download Images from an existing hosting site.<br>• Scan and confirm which Images do not meet the size requirement.<br>• Resize Images to applicable Channel requirements as needed, depending upon the resolution of original Images. Provider will resize canvas when the Image quality will degrade significantly by resizing the Image itself.<br>• Change Image type to a supported file type, if needed.<br>• Upload resized Images into the Provider's Materials or Client's own image server.<br>• Associate resized Images with corresponding SKUs in Provider's Materials, unless otherwise requested.<br>• Assist in forcing an image cache reset for Channel listings. |
| Restrictions and Assumptions | The Images shall constitute "Client Data" as such term may be defined in the Terms. Client must provide Provider with the Images on Client's own image server or within Client's Provider Posting Account. Provider will not use, copy, or crawl Images from other sources.<br><br>Provider may terminate or suspend the Services if Provider, in its sole discretion, believes it may incur liability because of the Images. |

| eBay Data Import & Listing Sync Services (eBay eDIT) | |
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| Services Description | eBay Data Import Services. Provider will import Client's SKU-level data (i.e., attributes, images, variations) from the eBay Channel into a Posting Account (the "Data Import"); and/or,<br><br>Listing Sync Services. Provider will synchronize Client's live eBay listings to the SKUs that appear in a Posting Account, based on matching the Provider SKU to the eBay custom label (the "Listing Sync").<br><br>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:**<br><br>Provider will perform the Data Import one time for no more than 250,000 fixed price or auction 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.<br><br>Description data from eBay is imported as one large block of html data, which includes any design theme template html code for each SKU. Client is responsible for any cleanup of the description data that is required.<br><br>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.<br><br>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.<br><br>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.<br><br>**For Listing Sync only:**<br><br>Provider will perform the Listing one time for no more than 250,000 fixed price eBay 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.<br>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 can 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.<br><br>To mitigate potential errors, Listing Sync will not be scheduled for a Provider release week or a Friday.<br><br>**General:**<br><br>Client is responsible for completing designated inventory and order integration steps in the Destination PID.<br><br>Client is responsible for revoking eBay authorization for any third-party software communicating with SKUs or eBay listings in the scope of this contract. Provider is not liable for any issues that arise from Client's use of other third-party software on eBay.<br><br>Client agrees to change quantity management to "unallocated" in the Destination PID if this setting is not already in use.<br><br>Client is responsible for listing error resolution in the PID after the Listing Sync and/or the Data Import.<br><br>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.<br><br>Provider is not responsible for any technical issues that result from eBay systems. Provider will use commercially reasonable efforts, including project management, 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. |
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| **Single Sign-On (SSO) Integration Services** | |
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| 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's Materials. Once configured, this integration will allow an already authenticated user in Client's security domain to be automatically authenticated in Provider's Materials security domain provided that the user is already a valid and authorized user in the Rithum Platform. |
| Restrictions and Assumptions | The following specific requirements shall apply to this integration between Client and Provider:<br>• Provider will provide an SSO integration that:<br>   • includes a configuration and troubleshooting utility in Provider's Platform user interface;<br>   • includes technical guidance and troubleshooting by Provider's engineering team; and<br>   • includes relevant software bug fixes needed to achieve the integration. |

| | • Provider will provide an SSO integration solution to Client's Security Platform designated in the OF, provided that: <br>    • Client must ensure a standard (non-proprietary and non-overloaded) implementation for such Security Platform; <br>    • Client shall be responsible for all costs, maintenance, and performance associated with the implementation for such Security Platform; <br>    • Client shall follow all relevant standards for SSO integration and security including ongoing maintenance and patches; and, <br>    • Client assumes responsibility for maintaining its SSO configuration in Provider's Platform using the utilities provided by Provider. |
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