

SERVICE LEVELS AND SUPPORT SCHEDULE FOR MIRAKL CLOUD SERVICES



This Service Levels and Support Schedule for Mirakl Cloud is part of an agreement by and between Mirakl and the Customer (the "Agreement") for the subscription to certain Mirakl Cloud Services. All capitalized terms contained but not defined herein shall have the meaning ascribed to them in the Agreement.

1. Service Level Availability

1.1. Cloud Services Availability. Mirakl agrees to maintain a 99.9% Cloud Services Availability during each Month for the Production environment of the Cloud Services (the "Cloud Services Availability Service Level").

1.2 Credit. In the event of a failure by Mirakl to meet the Cloud Services Availability Service Level for a particular Month, Customer may claim a Credit which will then be applied by Mirakl to the next invoice related to the affected Cloud Services. Claim for a Credit must be made by submitting a support ticket through Mirakl support portal no later than thirty (30) days after the end of the Month during which Mirakl fails to meet the Cloud Services Availability Service Level.

1.3 Reporting. Upon request through the Mirakl support portal, Mirakl will provide Customer with a monthly report on the Cloud Service Availability either by email, through the Cloud Service, or through an online portal made available to Customer if and when such online portal becomes available

1.4. Exceptions. The Cloud Services Availability Service Level shall not apply to the following circumstances:

- The Cloud Service are not used in accordance with the Agreement and/or the Documentation;
- Customer uses the Cloud Services in excess of Customer's subscribed usage limits;
- Downtime is due to a force majeure event, or other circumstances not directly attributable to Mirakl;
- Unavailability is due to defects caused by Customer, one of its vendors, third party connections, utilities, or equipment;
- Unavailability is caused by other forces beyond the reasonable control of Mirakl (such as denial of service attacks, Mirakl interventions to block hackers or malicious attacks, internet or third-party service outages or outages with respect to Customer's network or internet access);

2. Support Service

2.1 Scope of the Support Service. The Support Service made available by Mirakl to Customer includes access to:

- The Mirakl support portal as described in section 2.2 below;
- All generally available maintenance, updates and bug fixes to the Cloud Services;
- Mirakl Support Team (in order to resolve the Incidents)

This Support Services will begin on the Cloud Services Start Date and will be accessible for Customer until the end of the Term of the Agreement. The Support Service is available in English and may be available in other languages subject to time zones and Support Service Team availability.

2.2 Mirakl Support Portal. Mirakl's support portal is available 24 hours a day, 7 days a week to provide Customer access to "Mirakl Help Center" (<https://help.mirakl.net>) for any best practices, integration instructions, product questions, Resources and Documentation made available by Mirakl. The support portal will also help Customer to log support case and Mirakl to track them and provide Customer with technical information, technical advice, technical consultation regarding Customer's use of the Cloud Services and Incidents ongoing communication.

2.3. Customer Responsibilities

2.3.1 Customer Contact(s). Customer must designate at least two (2) and up to four (4) qualified English-speaking contact persons (each a "Customer Contact") who are authorized to interact with the Support Team. Customer shall ensure that each Customer Contact becomes a Mirakl Power User within the first six (6) months of their designation.

2.3.2 Customer Contact details. Customer will provide contact details (email address and cellular number) to be used by the Mirakl Support Team to contact each Customer Contact. Customer agrees to update its Customer Contacts through the support portal to ensure Mirakl always has up-to-date contact information and details.

2.3.3 Customer Contact Roles and Responsibilities. Customer Contacts are responsible for managing all business-related tasks of the Cloud Service related to Customer's business, including but not limited to: (i) support end users and manage their issues, and (ii) manage and monitor connections to Customer's third-party systems (if available). Customer agrees to cooperate with Mirakl Support Team to resolve the Incidents. Customer is required to ensure Customer Contacts have adequate technical expertise and knowledge of the Mirakl Cloud Services and their configuration in order to provide relevant information to enable Mirakl to reproduce, troubleshoot and resolve the experienced Incident.

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2.4. Target Response and Resolution Times

Mirakl will use best efforts to respond to submitted Incidents within the timeframes described in the table below:

Priority	Description	Targeted Timeframe
P1 (Critical)	An Incident should be categorized with the priority "Critical" if a production environment is down and it's affecting all users, no workaround exists.	Initial Response: Within one (1) hour of Incident submission. Resolution: Mirakl to provide for Incidents either (i) a resolution, or (ii) a workaround, or (iii) an action plan within four (4) hours.
P2 (Major)	An Incident should be categorized with the priority "Major" if a persistent issue is affecting multiple users on a significant business feature. This Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow. No workaround exists.	Initial Response: Within four (4) Support Hours of Incident submission. Resolution: Mirakl to provide for Incidents either (i) a resolution, or (ii) a workaround, or (iii) an action plan within two (2) Business Days.
P3 (Medium)	An Incident should be categorized with the priority "Medium" if a persistent issue is affecting multiple users on normal business processes. A workaround exists but is not optimal. This is generally caused when the Cloud Service partially prevents the standard functioning of the Cloud Service but does not impact the recording of new marketplace orders.	Initial Response: Within eight (8) Support Hours of Incident submission. Resolution: Mirakl to provide for Incidents either (i) a resolution, or (ii) a workaround, or (iii) an action plan within five (5) Business Days.
P4 (Low)	An Incident should be categorized with the priority "Low" if the Incident has little or no effect on normal business processes. The Incident is caused by incorrect or inoperable functions in the Cloud Service that are not required daily or are rarely used.	Initial Response: Within three (3) Business Days of Incident submission. Ongoing Communication: Unless otherwise communicated by Mirakl Support Service team, upon customer requests for updates.

The following types of Incidents are excluded from Mirakl's response and resolution times as described above: (i) issues or bugs regarding a release, version and/or functionalities of Mirakl Cloud Services which has not been made generally available by Mirakl for all customers; (ii) the root cause behind the issue is not a malfunction, but missing functionality ("development request") or the issue is ascribed to a consulting request ("how-to"), (iii) Incidents for which the Cloud Services are not the sole or exclusive cause (and whose resolution is thus not in Mirakl's sole and exclusive control, not requiring the support and/or involvement of Customer and/or any third party after their initial submission to their complete resolution.

Mirakl shall not be responsible for any Incidents caused by (a) equipment, services, software, systems, or data not provided by Mirakl, or (b) acts or omissions of Customer that violate this Agreement, or which are not in conformity with the Documentation.

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3. Definitions

The terms defined in this section apply to capitalized words in the exhibit and the Agreement.

<u>Business Day</u>	Means Monday through Friday (excluding standard French holidays).
<u>Cloud Service Availability</u>	is calculated and defined as follows: $\frac{((\text{Total Number of Minutes in the Month} - \text{Maintenance Operations Window} - \text{Downtime}) / (\text{Total Number of Minutes in the Month} - \text{Maintenance Operations Window})) \times 100.$
<u>Credit</u>	means 2% of Monthly Subscription Fees for each 1% below the Cloud Service Availability Service Level, not to exceed 100% of Monthly Subscription Fees.
<u>Downtime</u>	means the total number of minutes during the Month in which the Production Environment of the applicable Cloud Services is unavailable, excluding Maintenance Operation Windows.
<u>Incident</u>	means an error, malfunction or anomaly directly attributable to the Cloud Service encountered by Customer and/or its Authorized Users on the Cloud Services that is the subject of a support request to Mirakl and that is defined by Mirakl based on its priority for resolution.
<u>Maintenance Operation</u>	means a planned maintenance operation that is necessary for the servers and/or the Cloud Services to function properly and/or to correct any malfunctions for which Customer has been notified at least forty-eight (48) Support Hours in advance or any other emergency security operation.
<u>Maintenance Operation Window</u>	means the total number of minutes during the Month in which the Production Environment of the impacted Cloud Service is unavailable due to Maintenance Operations.
<u>Mirakl Power Certification</u>	means a certification provided by Mirakl via its Mirakl University e-learning tool and which is free of charge.
<u>Mirakl Power User</u>	means a Customer Contact that has completed the Mirakl Power Certification.
<u>Month</u>	means a calendar month for the purpose of calculating the Cloud Services Availability.
<u>Monthly Subscription Fees</u>	means the monthly Subscription Fee (or 1/12 of the annual Subscription Fee) paid for the applicable Cloud Service which did not meet the Cloud Service Availability Service Level for the affected Month.
<u>Support Hours</u>	means 9:00 a.m. to 11:00 p.m. Central European Time Monday through Friday (excluding standard French holidays).
<u>Support Service</u>	means the support provided by Mirakl through its web portal in order to correct any reproducible Incidents affecting the Cloud Services
<u>Total Number of Minutes in the Month</u>	means the number of minutes in a given Month, which are measured 24 hours at 7 days a week.