SERVICE LEVELS AND SUPPORT SCHEDULE FOR MIRAKL CLOUD SERVICES

This schedule is incorporated into the agreement between Mirakl and the Customer (the "Agreement") governing Customer's access to and use of the Mirakl Cloud Services. All capitalized terms not defined herein shall have the meaning ascribed to them in the General Terms of Use or, if applicable, in an Order Form.

1. SERVICE LEVEL AVAILABILITY

1.1) <u>Cloud Services Availability</u>. 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) <u>Credit</u>. 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 Service(s). A claim for a Credit must be made by submitting a support ticket through the Mirakl support portal no later than thirty (30) days after the end of the Month during which Mirakl failed to meet the Cloud Services Availability Service Level.

1.3) <u>Reporting</u>. 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 Services, or through an online portal made available to Customer, if and when such online portal becomes available.

1.4) <u>Exceptions</u>. The Cloud Services Availability Service Level shall not apply to the extent that:

- the Cloud Services 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;
- the unavailability is due to due to defects caused by Customer, including its Authorized Users, third party connections, utilities, or equipment; or
- the unavailability is caused by other forces beyond the reasonable control of Mirakl (such as denial of service attacks, hacking or malicious attacks, internet or third-party service outages, or outages of Customer's network or internet access).

2. SUPPORT SERVICE

2.1) <u>Scope of the Support Service</u>. 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 for the Cloud Services; and
- Mirakl's Support Service team (to resolve the Incidents).

The Support Services will begin on the Cloud Services Start Date set forth in the applicable Order Form and will be accessible for Customer until the date of termination or expiration of such Order Form. The Support Service is available in English and may be available in other languages subject to time zones and to the Support Service team's availability.

2.2) <u>Mirakl Support Portal</u>. Mirakl's support portal is available 24 hours a day, 7 days a week to provide Customer with access to the "Mirakl Help Center" (https://help.mirakl.net). The support portal allows Customer to log Incidents and provides Customer with best practices information, integration instructions, common product question responses, technical information, technical advice, and technical consultation regarding Customer's use of the Cloud Services, and allows ongoing communication between Mirakl and Customer regarding the Incidents. The Documentation is accessible through the support portal.

2.3) <u>Customer Responsibilities.</u>

2.3.1) <u>Customer Contacts</u>. 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 Mirakl Support Service team. Customer shall ensure that each Customer Contact becomes a Mirakl Power User within the first six (6) months of its designation.

2.3.2) <u>Customer Contact Details</u>. Customer will provide the contact details (e-mail address and phone number) to be used by the Mirakl Support Service team to contact each Customer Contact. Customer agrees to regularly review its Customer Contacts' details through the support portal to ensure Mirakl always has access to up-to-date contact information.

2.3.3) <u>Customer Contact Roles and Responsibilities</u>. Customer Contacts are responsible for managing all tasks of the Cloud Services related to Customer's business, including but not limited to (i) supporting Authorized Users and managing their issues; and (ii) managing and monitoring connections to Customer's third-party systems (if any). Customer agrees to cooperate with the Mirakl Support Service team to resolve Incidents. Customer is required to ensure Customer Contacts have adequate technical expertise and knowledge of the Cloud Services and of their configuration to ensure an effective interaction with Mirakl to allow Mirakl to troubleshoot and resolve the Incidents.

2.4) <u>Target Response and Resolution Times.</u>

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 (i) a resolution; (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 (i) a resolution; (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. For the Mirakl Core Platform, this is generally caused when the Incident partially prevents the standard functioning of the Cloud Services 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 (i) a resolution; (ii) a workaround; or (iii) an action plan within five (5) Business Days.

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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 Services 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 the Mirakl Support Service team, upon Customer's 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 functionality of the Cloud Services which has not been made generally available by Mirakl to all customers, or that is made available free of charge (including beta programs and free trial products); (ii) the root cause behind the issue is not a malfunction or the issue is ascribed to a consulting request ("how-to"); and/or (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, requiring the support and/or involvement of Customer and/or any Customer third party).

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

3.   DEFINITIONS

Business Day	means Monday through Friday (excluding standard French holidays).
Cloud Service Availability	is calculated and defined as follows: ((Total Number of Minutes in the Month - Maintenance Operations Window - Downtime) / (Total Number of Minutes in the Month - Maintenance Operations Window)) x 100.
Credit	means 2% of the Monthly Subscription Fees for each 1% below the Cloud Service Availability Service Level, not to exceed 100% of Monthly Subscription Fees.
Downtime	means the total number of minutes during the Month in which the Production Environment of the applicable Cloud Service is unavailable, excluding Maintenance Operation Windows.
Incident	means an error, malfunction, or anomaly directly attributable to the Cloud Services 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.
Maintenance Operation	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 emergency security operation.
Maintenance Operation Window	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.
Mirakl Power Certification	means a certification provided by Mirakl via its Mirakl University e-learning tool and which is free of charge.
Mirakl Power User	means a Customer Contact that has completed the Mirakl Power Certification.
Month	means a calendar month for the purpose of calculating the Cloud Service Availability.
Monthly Subscription Fee	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.
Support Hours	means 9:00 a.m. to 11:00 p.m. Central European Time Monday through Friday during a Business Day.
Support Service	means the support provided by Mirakl through its web portal to correct any reproducible Incidents affecting the Cloud Services.
Total Number of Minutes in the Month	means the number of minutes in a given Month, which are measured 24 hours at 7 days a week.