

Service Level Agreement (Product Discovery)

1. Definitions

"Average Response Time" is calculated by removing the top 5% of response times and taking an average of the remainder;

"Credits" means Time Credits or Cash Credits, according to the Customer's chosen Service Level, calculated according to this Schedule 1; "Customer" means the customer legal entity specified in the Order Form;

"Customer Data" means data connected with Customer and its business and received by CROWNPEAK from Customer and/or its e-commerce and other systems' providers in consequence of Customer's use of the Platform;

"Documentation" means the written specifications, instruction manuals or other materials concerning use of the Platform, including electronic or online help files, provided pursuant to clause 4;

"Downtime" means a period of time during which the Platform-AS-API is not available to Customer;

"Downtime Period" means a period of three (3) or more consecutive minutes of Downtime which is not Permitted Downtime. Intermittent periods of Downtime in durations of less than three (3) minutes will not count towards Downtime Period;

"Effective Date" means the effective date stated in the Order Form;

"Incident" means;

- a) an unplanned interruption to the CROWNPEAK Service ; or
- b) a reduction in the functionality of the CROWNPEAK Service; or
- c) some other issue affecting the performance, integrity or security of the CROWNPEAK Service;

"Incident review meeting" means a meeting held by Crownpeak Customer Support with the Customer where all incidents and service requests logged over a set period are reviewed.

"Initial High-Level Explanation" means the information provided to the customer in the Support ticket upon resolution/mitigation of any S1 Incident. It will contain:

- a) basic Timeline;
- b) time Product or Service operations was restored;
- c) high level explanation of cause, if known;
- d) what mitigation/resolution steps that have already been taken. (to be determined on a case by case basis)

"Monthly Uptime Percentage" means the total number of minutes in a calendar month (" n ") minus the number of minutes of Downtime which constitute Downtime Periods in the month (" DPn "), divided by the total number of minutes in the month (" n "), times by 100 [$= (n - DPn) \div n \times 100$];

"Order Form" means Customer's written order for a Platform including any renewal, addenda, amendment or supplement thereto signed by CROWNPEAK and Customer;

"Permitted Downtime" means Scheduled Downtime and other Downtime when the Platform-AS-API is not available to Customer due to:

- a) unscheduled emergency maintenance;
- b) Customer's or its users' telecommunications, e-commerce or internet services;
- c) software or services not provided by CROWNPEAK;
- d) Force Majeure events;
- e) acts or omissions of Customer, its agents, employees or contractors;
- f) Customer's failure to implement changes or upgrades in equipment or software reasonably recommended in writing by CROWNPEAK as being necessary to maintain adequate Platform performance;
- g) inoperability caused by an increase in demand for system resources driven by actions of Customer without sufficient time being allowed for the accommodation of such actions by CROWNPEAK;
- h) any other factors outside of CROWNPEAK's reasonable control;

"Platform" means CROWNPEAK's "Fredhopper", "Freestyle Merchandising" and/or "Experience Orchestrator" platform(s);

"Platform-AS-API" means EB-AS-API (Experience Orchestrator), FHR-AS-API (Fredhopper) and FSM-AS-API (Freestyle Merchandising), the access servers ("AS") through which API query calls between Customer and the applicable Platform are routed;

"Platform Availability" means the ongoing and "live" availability of the Platform to Customer, as measured by availability of the Platform-AS-API;

"Platform Response Time" means the duration of time taken by the Platform to respond to Query calls, measured in milliseconds from the time the Platform-AS-API receives the full Query call until the time it begins the sending the first byte of its response to the call;

"Query", "Queries" and "Server Responses" means Customer API query call(s) to the Platform-AS-API;

"Root Cause Analysis Report" (RCA Report) means a document provided to the Customer by CROWNPEAK Customer Support which will include the following information:

- a) complete Timeline of the Incident;
- b) detailed root cause clarification;
- c) mitigation steps already taken.;
- d) improvement Options and Action Items (CROWNPEAK or Customer actions);

"Scheduled Service review meetings" means a regular touchpoint with the CSM (in person or on the phone) to go through operational performance and agreed KPIs,

"Service Request" means a Customer request addressed to CROWNPEAK Customer Support for:

- a) information or advice;
- e) a change to existing implementation functionality;
- f) feature or non-standard functionality request;
- g) access to, or removal from, the customers CROWNPEAK account;

"Scheduled Downtime" means periods of time when the Platform-AS-API and/or Platform are intentionally unavailable following agreement between CROWNPEAK and Customer;

"Term" means the period specified in the Order Form.

2. Service Levels and Credits (applicable to Fredhopper and Freestyle Merchandising Platforms)

Performance measures	Service Level		
	Standard	Advanced	Premium
Platform Availability Monthly Uptime Percentage of Platform-AS-API	99.90%	99.95%	99.95%
Platform Response Times Average Response Time of Platform-AS-API	+/- 500 milliseconds*	<500 milliseconds	<300 milliseconds
Performance reporting	by Customer	Quarterly, by CROWNPEAK	Monthly, by CROWNPEAK

* CROWNPEAK shall exercise reasonable efforts to manage average platform response time of under 500ms but shall be under no obligation to meet a minimum standard.

3. Service Levels and Credits (applicable to Experience Orchestrator Platform)

Indicator	Description	Commitment		
		Standard	Advanced	Premium
Platform Availability	API availability for data collection and feedback of recommendations	99.0%	99.9%	99.9%
Platform Response Times	Server-side API call response times for data collection (api.early-birds.fr/tracker/*) and recommendation display (api.early-birds.fr / widget / *)	N/A	<200 milliseconds on average	<150 milliseconds on average <300ms to 99%
Rate of provision of data flows	Daily delivery of raw data feeds at D + 2 maximum on the J- 1 visit flow	N/A	90.0%	96.0%

4. Platform Availability – Credits

Where Platform Availability in a calendar month falls below the Monthly Uptime Percentage threshold corresponding to Customer's chosen Service Level, Customer shall be eligible to receive Cash or Time Credits as follows:

4.1 Time Credits Eligibility:

Time Credits Eligibility: Monthly Uptime Percentage	Time Credit	Standard Service Level	Advanced Service Level
≥99.91% to ≤99.95%	1 day	-	X
≥99.51% to ≤99.90%	3 days	X	X
≥99.01% to ≤99.50%	7 days	X	X
≤99.00%	15 days	X	X

4.2 Cash Credit Eligibility

Monthly Uptime Percentage	Cash Credit Eligibility (Premium only)
≥99.91% to ≤99.95%	3% of the then current monthly service fee
≥99.51% to ≤99.90%	10% of the then current monthly service fee
≥99.01% to ≤99.50%	23% of the then current monthly service fee
≤99.00%	50% of the then current monthly service fee

5. Platform Response Times – Credits

Where Platform Response Times in a calendar month fall below the thresholds stated for a Customer selecting the Premium and Advanced Service Levels, Customer shall be eligible to receive Cash or Time Credits as follows:

Service Level	Cash Credits	Time Credits
Standard	Nil	Nil
Advanced	Nil	1 day
Premium	10% of the then current monthly service fee	Nil

All Platform Response Times shall be:

- a) tested and measured by CROWNPEAK:
 - (i) Over the course of each calendar month and an Average Response Time is calculated by removing the top 5% of response times and taking an average of the remainder;
 - (ii) From the time CROWNPEAK receives a request from the Customer to the first byte of response transmission;
- b) subject to adherence with CROWNPEAK's best practice guidance as may be advised by CROWNPEAK from time to time; and
- c) exclusive of
 - (i) Internet latency;
 - (ii) Customer bandwidth limitations.

Customer agrees that it shall inform CROWNPEAK with five (5) business days' notice of foreseeable traffic surges such as sale events. If Customer detects that the Platform Response Time is not being met, it shall raise a S1 support ticket.

6. Performance Reporting³

For Customers selecting the Premium and Advanced Service Levels CROWNPEAK will monitor Platform Performance and report on any Credits due within 15 days after the end of the reporting period applicable to the Service Level selected.

Customers selecting the Standard Service Level must claim any Credits owed to them by contacting CROWNPEAK within thirty (30) days of the end of the month giving rise to Customer's eligibility. No credits shall be awarded for claims made out of time.

7. General

The aggregate maximum Time Credit per calendar month shall not exceed fifteen (15) days. Time Credits are cumulative and shall be added to the end of the Term. Time Credits have no monetary value and may not be exchanged or converted.

The performance thresholds for Premium service level shown in this Schedule shall only apply to the extent they are agreed and confirmed in writing directly between CROWNPEAK and Customer in the Order Form or subsequently.

8. Maintenance & Support

8.1 Contact Persons

Customer shall appoint up to three (3) contact persons (“Contact Persons”) through whom all communication with CROWNPEAK Customer Support must be channeled. As soon as reasonably practicable Customer will inform CROWNPEAK the names, job titles, geographic locations, and telephone and email contact details of its Contact Persons, including any changes and updates thereto. CROWNPEAK’s obligation is limited to providing support to the duly assigned Contact Persons.

8.2 Incidents & Service Requests

All maintenance and support services are delivered through CROWNPEAK Customer Support by assisting customers with either Incidents or Service Requests.

8.3 Registering Incidents or Service Requests

CROWNPEAK Customer Support must be contacted by Customer contact persons to report any Incidents or Service Requests though any of the channels set out in Annex 1 to this Schedule 2. For telephone assistance, CROWNPEAK will require Customer to provide written descriptions of the incident or service request as well as any other information reasonably necessary for proper identification and resolution of the incident or service request.

8.4 Incident & Service Request Classification (applicable to Fredhopper and Freestyle Merchandising Platforms)

Upon receipt of a valid support ticket reported by Customer, CROWNPEAK will give it a classification corresponding the appropriate criteria as set out below:

Severity 1 (S1)	<p>Business Impact Complete production standstill – Unable to trade on one or more sites</p> <p>Description Fatal operational failures causing a complete Platform-AS-API outage resulting in total absence of Platform Availability to Customer</p>
Severity 2 (S2)	<p>Business Impact Partial production standstill - Trade affected on all sites</p> <p>Description Incidents in which Platform availability is restricted (eg. end users experience issues on the store front end or the Platform operates with difficulty or delay) for all customer sites. Incidents in which data fails to import into the Live Service, returning products that are out of date on a Live production environment for all customer sites. Incidents in which the Live control panel or Business Manager is inaccessible outside of normal maintenance hours for all customer sites.</p> <p>Business Impact Partial production standstill - Trade affected on some sites</p> <p>Description Incidents in which Platform availability is restricted (eg. end users experience issues on the store front end or the Platform operates with difficulty or delay) for some customer sites. Incidents in which data fails to import into the Live Service, returning products that are out of date on a Live production environment for some customer sites. Incidents in which the Live control panel or Business Manager is inaccessible outside of normal maintenance hours for some customer sites.</p>
Severity 3 (S3)	<p>Business Impact Business Efficiency Impacted</p> <p>Description All Service Requests Incidents not being S1 or S2 – typically minor incidents, or incidents where a workaround is available.</p>

8.4.1 Service Levels (applicable to Fredhopper and Freestyle Merchandising Platforms)

CROWNPEAK shall make commercially reasonable efforts to provide maintenance and support by ticket, telephone, email, and remote access, in the English language, according to the Service Level selected by Customer in the Order Form, and as follows:

Maintenance & Support	Coverage	Service Level		
		Standard	Advanced	Premium
S1 Incident	24 hours per day, 7 days per week, 365 days per year			
Response time		2 hours	1 hour	30 minutes
Update time		60-minute intervals	60-minute intervals	30-minute intervals
Resolution time		16 hours	8 hours	4 hours (rollbacks)
S2 Incident	During CROWNPEAK Customer Support service hours			
Response time		8 hours	4 hours	2 hours
Resolution time		48 hours	48 hours	24 hours
Out-of-hours S2 Support	24 hours per day, 7 days per week, 365 days per year	NO	NO	YES
S3 Incident or Service Request	During CROWNPEAK Customer Support service hours			
Response Time		48 hours	24 hours	24 hours
Resolution Time		not specified	not specified	not specified
Written S1 Root Cause Analysis Report upon Incident resolution				
Initial high-Level explanation to be provided after Product or Service operations have been restored.		Average of 3 CROWNPEAK business days	Average of 2 CROWNPEAK business days	Average of 1 CROWNPEAK business day
Full detailed RCA Report to be provided after Product or Service operations have been restored. *except in cases with 3rd party involvement.		Average of 7 CROWNPEAK business days	Average of 7 CROWNPEAK business days	Average of 5 CROWNPEAK business days

8.4.2 Incident & Service Request Classification and Service Levels (applicable to Experience Orchestrator Platform)

Maintenance & Support	Standard	Advanced	Premium
Technical Assistance & Maintenance	Technical Assistance & Maintenance (available during service hours) is detailed in Annex 1 to Schedule 2. It is limited to 2 hours per month and is an advice helpline only relating to the Experience Orchestrator product and maintenance of it.		
Email support	Yes	Yes	Yes
Telephone support	No	Yes	Yes
Incident Resolution Time:	Incidents will be managed 24/7 for customers with Advanced or Premium Levels and during CROWNPEAK Customer Support service hours for customers with Standard Level		
Response times for Incident confirmation	1 Business Day	4 hours	4 hours (24/7)
S1 Incident (Blocking Anomaly)	2 Business Days	8 hours (24/7)	4 hours (24/7)
S2 Incident (Major Anomaly)	3 Business Days	1 Business Day	8 hours (24/7)
S3 Incident (Minor Anomaly)	Resolution as soon as possible by a workflow solution or a new version of the Service.		

8.4.3 Support Process

CROWNPEAK shall handle Incidents or Service Requests according to the following support process:

Support Stages	Deliverables
1. Logging	Acknowledgement within Response SLA as defined in section 2.5.
2. Investigation & Diagnosis	Incident: Reproducible test case Service Request: Any necessary additional information gathered.
3. Resolution	Incident: Issue correction or workaround test demonstrating correct behavior Service Request: Necessary action taken
4. Support case closure	Resolution verified by Customer

8.5 General

Product support is provided subject to the following:

- d) Customer must train its personnel in the proper use and application of the Platform and comply with all user guides, Documentation and reasonable instructions provided by CROWNPEAK;
- e) Customer must attempt to identify the cause of a problem and that it is related to the Platform prior to contacting the CROWNPEAK Customer Support;
- f) Customer must provide sufficient information and competent cooperation such as will facilitate the prompt diagnosis and resolution of the problem by CROWNPEAK;
- g) If deemed necessary by CROWNPEAK, Customer will provide CROWNPEAK with remote access into Customer's systems;
- h) Customer must maintain and secure its systems and software and comply with the reasonable instructions of CROWNPEAK in regards to the updating of outdated systems and software;
- i) Support is provided for the resolution of specific technical problems. CROWNPEAK Customer Support does not provide general training. Customers interested in increasing their general knowledge and fluency of use of the Platform should enroll with CROWNPEAK for training. Other additional service outside the scope of this schedule are available from CROWNPEAK Consulting Services, at additional cost.

8.6 Upgrades

CROWNPEAK's Platforms are powered by proprietary software operating on servers "in the cloud" and integrated for inter-operation with Customer's e-commerce and other systems.

CROWNPEAK shall keep Customer informed of its development and release planning and shall make new releases available to Customer at no additional cost.

8.6.1 Fredhopper Platform

Software releases for CROWNPEAK's Fredhopper Platforms generally fall into three categories: Series releases ("x"), Upgrade releases ("x.y") and Update releases ("x.y.z").

CROWNPEAK will support Customer's Fredhopper Platform according to the following schedule:

- (i) Series releases ("x") – for a period of eighteen (18) months after commercial release of the next Series, provided that Customer implements the last upgrade and update;
- (ii) Upgrade releases ("x.y") – for a period of twelve (12) months after commercial release of the next Upgrade, provided Customer implements the last Update;
- (iii) Update releases ("x.y.z") – for a period of six (6) months after commercial release of the next Update.

Although new releases will be made available to Customer without additional charge, Customer is responsible for the cost of any additional integration work associated with implementing a new software release / upgrade with its e-commerce and other systems.

8.6.2 Experience Orchestrator and Freestyle Merchandising Platforms

Software releases for CROWNPEAK's Experience Orchestrator 's and Freestyle Merchandising Platform generally fall into two categories:

- (iv) Product releases – consisting of new core product features or updates;
- (v) Maintenance releases – consisting of changes and/or bug fixes.

Experience Orchestrator and Freestyle Merchandising releases are applied automatically. New features may require additional implementation work by the client to enable.

8.7 Contacting CROWNPEAK

Platform:	Fredhopper and Freestyle Merchandising Platforms	Experience Orchestrator Platform
Service Desk Portal	https://support.crownpeak.com/	N/A
Email	contact@crowpeak.com	support@crowpeak.com
Telephone	United States: +1 (619) 304-4879 United Kingdom: +44 141 280 4014 France: +33 1 75 85 96 56 Netherlands: +31 85 8883 759 Germany: +49 711 268 98130 Australia: +61 7 3186 5698	+33 (0)14 567 1997 (FR) (Advanced and Premium plans only)
Service hours	Monday-Friday 09:00-18:00 CET, excluding Netherlands and UK public holidays	Monday-Friday 10:00 – 19:00 Excluding French Public Holidays.