

SLA and Support Terms

A. Service Level Agreement (for NewStore Platform availability)

1. **Commitment.** These SLA and Support Terms are governed by the Master Software as a Service Agreement (the “**Agreement**”) between NewStore and Retailer and are subject to its terms. Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement. NewStore will use reasonable efforts to ensure that the NewStore Platform (excluding Third Party Software) is continuously available in any given calendar month, (the “**Performance Promise**”).

2. **Credit Calculation and Remediation.** Subject to the applicable procedures and exclusions set forth below, in the event Uptime falls below the Performance Promise in a given calendar month, then Retailer will be entitled to a credit against that calendar month’s Subscription Fee in an amount calculated based on the chart below. In addition, NewStore will investigate any failure to meet the Performance Promise to determine the underlying cause. As requested by Retailer, NewStore will report on its investigation and planned remediation to address any identified underlying cause. The credits and remediation obligations described herein are Retailer’s sole and exclusive remedy and constitute NewStore’s entire liability in the event of any failure to meet the Performance Promise.

Uptime Percentage (for the applicable calendar month)	Credit against Monthly Subscription Fee
99.4% - 97%	10%
96.9% - 94%	20%
Below 94%	40%

3. **Credit Requests.** In order to receive a credit under this SLA, Retailer must request the credit in writing as instructed by NewStore, no later than ten days following the event giving rise to the credit. A credit request must include a description of the Performance Promise failure, including the dates and time intervals of the failure. NewStore may request additional information in its evaluation of the credit request and may deny the request where there is insufficient evidence of a performance failure. Subject to NewStore’s verification, NewStore will apply the appropriate credit to the Fees payable in a future invoice issued to Retailer and in any event no later than ninety days after Retailer’s initial notice.

4. **Exceptions.** The Performance Promise will not apply in the following circumstances: (a) downtime caused by Retailer or Retailer’s agents (e.g. consultants, vendors or Approved Partners), including downtime caused by Retailer’s configurations, software, hardware, web services or other technologies used by Retailer; (b) use of the NewStore Platform that is not in accordance with its documentation or the terms of this Agreement; (c) downtime resulting from denial of service attacks, virus attacks, hacking attempts; or (d) any other circumstances that are not within NewStore’s control, including the availability and functioning of the internet or the acts or omissions of any third party. Non-availability of certain features or functions of the NewStore Platform is also excluded if such features or functions do not materially impair the operation of the Retailer Stores.

B. Support Terms (for the NewStore Platform and Installed Software)

1. Definitions. For purposes of these Support Terms, the following definitions will apply:

1.2 “**Business Hours**” means twenty four hours a day, seven days a week, 365 days a year.

1.3 “**Error**” means a Service Error or Software Error as the case may be.

A “**Service Error**” means a reproducible and documented error in the NewStore Platform, where such error causes the NewStore Platform to fail to operate in accordance with the applicable Services Description.

A “**Software Error**” means a reproducible and documented error in the Installed Software operating in a production environment (i.e., not a testing or development environment), where such error causes the Installed Software to fail to operate in accordance with the applicable Services Description.

1.4 “**Update**” means any new version, release or fix for any Installed Software.

1.5 “**Uptime**” means the NewStore Platform is up and available for access through the Internet and excludes scheduled down time not to exceed four hours per calendar month. NewStore will provide at least 48 hours notice to Retailer prior to any scheduled downtime.

1.6 “**Uptime Percentage**” means, in percentage terms, the total number of minutes of Uptime divided by the total number of minutes in the applicable calendar month less scheduled down time.

2. Support Services.

2.1 Response and Correction. NewStore will use reasonable efforts to respond to any Error reported by Retailer within the target response times described in the table below. NewStore will work to correct each Severity Level 1 and Severity Level 2 Error as soon as reasonably possible. An Error correction may be provided in the form of a modification or a workaround.

Severity Level	Response Time
Severity Level 1: The situation halts Retailer’s business operations and no procedural workarounds exist. (Ex: Service is down or unavailable or a critical documented feature or function is not available)	1 Hour
Severity Level 2: Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of Retailer’s business operations and no reasonable workaround exists. Example, service is operational but offers highly degraded performance to the point of major impact on usage Or important documented features are unavailable with no acceptable workaround, however, operations can continue in a restricted fashion.	4 Hours
Severity Level 3: There is a partial, non-critical loss of use of the service with a medium-to-low impact on Retailer’s business, but Retailer’s business continues to function. Short-term workaround is available, but not scalable.	6 Hours
Severity Level 4: An Error causing slight inconvenience. All feature requests fall into this severity level.	1 Day

2.2 Updates. NewStore will make Updates available to Retailer when those Updates are made generally available to NewStore’s customer base. NewStore will notify Retailer of the availability of a new Update through release notification emails. Retailer will implement Updates as soon as reasonably possible once notified by NewStore.

3. Support Logistics.

3.1 Requests for Support. Requests for support from Retailer must be made as directed by NewStore or they will not be covered by these Support Terms. Each support request must also include all information reasonably requested by NewStore on the applicable submission page. Retailer may classify the Severity Level in any support request, provided that NewStore may modify the Severity Level with notice to Retailer, based on NewStore’s reasonable assessment of the impact of the applicable Error. All support will be provided in the English language only.

3.2 Cooperation. Retailer will cooperate with NewStore as reasonably requested in the testing and resolution of any Error, including providing access to Retailer systems and personnel as needed and engaging any Approved Partner or Integrated Service where relevant to the investigation and resolution of the Error. Retailer will follow NewStore's reasonable instructions in connection with any correction provided by NewStore and will otherwise cooperate fully with the implementation of any correction. Specifically, with respect to corrections for Installed Software, Retailer will implement the applicable correction as soon as reasonably possible once made available by NewStore.

4. Exceptions. NewStore's support obligations in this Exhibit B only apply to NewStore's Product Support and does not apply to any Solution Support (each as defined in the applicable Order). NewStore's support obligations will also not apply in the following circumstances: (a) Errors caused by Retailer or Retailer's agents (e.g. consultants, vendors or Approved Partners), including Errors caused by Retailer's configurations, customizations, software, hardware, web services or other technologies used by Retailer; (b) any modification of the Installed Software not made by NewStore; (c) any failure to install Updates as requested by NewStore; or (d) use of the Services or Installed Software in a manner that is not in accordance with its documentation or the terms of this Agreement. Non-availability of certain features or functions of the NewStore Platform is also excluded if such features or functions do not materially impair the operation of the Retailer Stores. NewStore reserves the right to withdraw the availability of support services for any Installed Software with twelve months prior notice to Retailer.

5. Additional Fees. NewStore may charge Retailer, and Retailer agrees to pay, a reasonable hourly rate for the time expended by NewStore in the investigation of and attention to any Error caused by one of the circumstances described in Section B4 (Exceptions) above.