

SLA and Support Terms

Effective for Agreements executed on or after October 1, 2025.

Scope: The following SLA applies to the NewStore Platform. The NewStore Platform is limited to the applicable:

- (1) Software-as-a-service platform module(s) as set forth in applicable Order forms, (all NewStore Platform modules are below the public facing APIs); and
- (2) NOM, the Associate Application, and the Shopping Application: Studio.

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.

A. Service Level Agreement (for NewStore Platform availability)

1. Commitment. NewStore will use reasonable efforts to ensure that the NewStore Platform is available at least 99.5% of the time 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 (i.e. 1/12 of any annual 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
99.5% - 97%	10%
96.99% -94%	20%
Below 94%	40%

- (a) For the purposes of this Section the following definitions apply:
- (i) **“Uptime”** means the NewStore Platform is up and available for access through the Internet and excludes (i) scheduled down time not to exceed four hours per calendar month and (ii) the items described below in Section (A). NewStore will provide at least 48 hours notice to Retailer prior to any scheduled downtime.
 - (ii) **“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 minus scheduled downtime and downtime resulting from the items described below in Section A.4.
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 and shall not be in default under the Agreement (beyond any applicable notice and cure period). 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 (and Uptime will not be reduced by the items in this Section): :
- 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;
 - d. Retailer equipment, hardware, or network infrastructure outside of the NewStore Platform;
 - e. A Force Majeure Event;
 - f. Non-production environment; or
 - g. 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

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

- a. **"Hours"** means twenty four hours a day, seven days a week, 365 days a year.
- b. **"Business Days"** means Monday through Friday, excluding NewStore observed holidays
- c. **"Error"** means a Service Error or Software Error as the case may be.
- d. **"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.
- e. 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.
- f. **"Update"** means any new version, release or fix for any Installed Software.
- g. **"Targeted Follow Up Response Time"** means the maximum time interval between status updates to the Retailer when NewStore has an ongoing action item provided by NewStore while an Error remains unresolved. During this time, NewStore will provide regular updates at the specified cadence.

2. Support Services.

2.1 Support Response. NewStore will use reasonable efforts to respond to any Error reported by Retailer, or any party contracted by the Retailer, within the target response times described in the table below. When Retailer submits a support request for NewStore, they will select a Business Impact Level. NewStore will review the details of the request and assign a Severity level to the case in accordance with the description in the table below. Retailers can at any time request an adjustment of the Severity with additional details about changes in impact.

Severity Level	Description	Targeted Initial Response Time	Targeted Follow Up Response Time
S1	The situation results in a material adverse GMV (Gross Merchandise Value) impact to the Retailer's business operations and no procedural workarounds exist.	0.5 Hours	4 Hours; For NewStore incidents that are reported on a status and monitoring site, follow up responses can be provided via this site.
S2	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	12 Hours
S3	Reported by Retailer to NewStore Support: To include 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.	12 Hours	2 Business Days
S4	An error causing a slight inconvenience or a question about an undocumented behavior.	24 Hours	5 Business Days

2.2 Error Correction. 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. NewStore will make Updates available to Retailer when those Updates are made generally available at no additional charge to NewStore's customer base. NewStore will notify Retailer of the availability of a new Update through release notification emails. Specifically, with respect to corrections for Installed Software, 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 Business Impact Level in any support request. All support will be provided in the English language only.

3.2 Cooperation. Retailer will cooperate with NewStore as reasonably requested in the investigation, 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 only apply to technical support of the NewStore's Platform and does not apply to any additional professional services work. NewStore's 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, malformed or bad data including corrupt import files, incomplete API calls, data 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; (d) use of the NewStore Platform or Installed Software in a manner that is not in accordance with its documentation or the terms of the Agreement; or (e) 3rd party applications that customers may procure and integrate with NewStore, including (configuring, troubleshooting, or monitoring). 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. Suspension/Termination. NewStore reserves the right to deprioritize support tickets, revoke access to NOM, Studio, the Associate Application and suspend Retailer access to the use of the NewStore Platform for any delinquent payments past 30 days. Retailer will have 14 days to contact NewStore and work out an arrangement after receiving initial notice of delinquency.

Summary of Changes: SLA and Support Terms v23.3 to v25.10

Effective Date

This updated SLA and Support Terms document (v25.10) applies to all agreements executed on or after October 1, 2025, replacing the previous version (v23.3) from March 15, 2023.

Key Enhancements

Support Structure Improvements

- Enhanced Severity Classification: Expanded from three to four severity levels for more precise issue categorization
- Two-Tiered Response Framework: Added separate initial and follow-up response time commitments for all severity levels
- Clearer Severity Definitions: More detailed descriptions of each severity level to ensure appropriate classification

Response Time Commitments

- S1 (Critical Issues): Maintained 30-minute initial response time with new 4-hour follow-up commitment
- S2 (Major Issues): Improved from 24 hours to 4-hour initial response with 12-hour follow-up
- S3 (Medium Issues): Improved from 48 hours to 12-hour initial response with 2 business day follow-up
- S4 (Minor Issues): New category with 24-hour initial response and 5 business day follow-up

Support Process Refinements

- Business Impact Selection: Retailers can now select a Business Impact Level when submitting support requests
- Severity Adjustment: Added ability for retailers to request severity level adjustments with additional impact details
- Status Updates: Added provision for follow-up responses via status and monitoring sites for NewStore incidents

Improved Performance Promise

- Performance Promise: Maintained 99.5% uptime guarantee

Maintained Commitments

- Credit Structure: Preserved the same credit structure for service level failures
- 24/7/365 Support: Continued commitment to round-the-clock support availability

This updated SLA reflects our ongoing commitment to providing responsive, reliable support while offering clearer expectations and improved response times for issues affecting your business operations.