

RETAIL SOFTWARE SERVICES SCHEDULE**1. Interpretation**

1.1. The following definitions apply in this schedule:

Identifiers: means both the User's own identifier (login) and the connection password (password), communicated to the Merchant for access to the administration functions of the Software.

Identified User: any person concerned by the processing of personal data enabling his/her identification (employee, Merchant's employee, end user of the Merchant's websites, end consumer, etc.).

Professional Services: means any of the assistance services provided to the Merchant, including but not limited to, configuration and deployment (including the Set-Up Services), updates, and/or enhancements to the Software.

SaaS: cloud-based software and applications which are run by us and are hosted on our servers or on servers of a subcontractor and which can be accessed by the Merchant via the internet.

Set Up Services: means any of the assistance services listed in paragraph 9 and provided to Merchant or its Third Party Integrator in respect of the Software.

Subcontractors: any of the subcontractors used by Planet in connection with the Services provided hereunder as listed in paragraph 9, as may be amended from time to time by Planet.

Third Party Integrator: a third party that integrates the Software into Merchant's IT environment.

User: the person placed under the Merchant's responsibility (employee, employee, technical integrator, etc.) and benefiting from access to the Software on his device.

Vendor(s) User(s): means the vendor(s) (natural persons in the Merchant's store) benefiting from access to the Software on his or her device.

2. Description of the Software

2.1. The Software in its SaaS mode is installed on a technical infrastructure shared between several customers of Planet.

2.2. You acknowledge that we are free to

- a) modify, adapt, revise or replace at any time the characteristics of our technical infrastructure as well as the Software to ensure or improve the quality of service described in this Agreement, and/or
- b) comply with our internal product and R&D roadmap and/or,
- c) comply with safety or regulatory constraints, or professional standards or state of the art developments,

without you being entitled to object to such actions, or claim for any breach of, the service levels we have agreed to provide you with, or our other commitments under the Agreement.

2.3. All the features of the Software are described in the Merchant Operating Instructions including but not limited to those set out in the Reference Document included in the Schedule of Requirements and Fees for Retail Software in the Order Form.

3. Planet responsibilities

3.1. As Planet's role is limited to a technical service as a processing operator, the Merchant acknowledges that Planet assumes no responsibility for and exercises no control over the content and nature or characteristics of the data hosted and/or that may be in transit through its hardware, as well as in the event of use of the Software that does not comply with this Agreement.

3.2. Considering that the Software is provided in SaaS mode and is therefore dependent on the availability of the Internet network, the Merchant acknowledges that Planet shall not be held liable for the reliability of data transmission, access times, and any restrictions on access to specific networks and/or hardware connected to the Internet network which is expressly excluded.

- 3.3. Planet's liability is expressly excluded for products and services sold or distributed through the Software under the Agreement. Merchant remains solely responsible for the products sold to its consumers and users as well as the relevant authorities. Merchant remains solely responsible for the legality and compliance with applicable standards of the products sold or distributed through the Software. Merchant fully indemnifies and holds Planet harmless against all corresponding claims and damages, whether direct or indirect and howsoever arising.
- 3.4. Planet's liability (as well as any service levels commitments) is further expressly excluded for:
- a) any problems, damages, losses or other issues arising from an error or problem with the integration of the Software;
 - b) any of the following acts or omissions by the Merchant or any person under its direct or indirect control or by one of its subcontractors:
 - i. intervention, destruction or alteration resulting in partial or total deterioration of the Software;
 - ii. use of the Software in a manner that is not in accordance with this Agreement or the Merchant Operating Instructions;
 - iii. non-compliant use or illegal exploitation of the Software;
 - iv. any other failure of the Merchant;
 - c) impossibility of temporary access to the Software due to technical maintenance operations or interruptions related to the nature of the Internet network independent of Planet;
 - d) cyber-attacks of any kind outside of the control of Planet;
 - e) cyber-attacks of any kind for any unknown or as yet unpublished flaw; and
 - f) inadequacy of the Software with the hardware and software used by the Merchant, the compatibility of which being the sole responsibility of the Merchant.
- 3.5. Merchant acknowledges that the use of the Software does not guarantee generation of an increase in Merchant's turnover and Planet has no obligation in respect of any such turnover increase.
- 3.6. If agreed in the Order Form Planet will provide you with maintenance support services for the Software and such maintenance support services shall be under the conditions stipulated in a service levels in this Agreement.
- 3.7. In the event of a cyber incident:
- a) Planet is not obliged to continue to provide the Services and may in its sole discretion suspend the Services in order to protect its infrastructure or for any other reason, acting reasonably;
 - b) if the Merchant wishes Planet to continue providing the Services and Planet agrees to so continue the Services, all costs incurred by Planet, including but not limited to, any additional costs incurred to defend the cyber-attack, shall be paid by the Merchant;
 - c) if requested by Planet, Merchant shall pre-pay Planet such costs as Planet advises are necessary in order to continue to defend the cyber-attack; and
 - d) Merchant hereby indemnifies Planet in full and holds Planet harmless against all costs, claims and damages, whether direct or indirect and howsoever arising in respect of such cyber-attack and the continuation of the Services upon instruction from the Merchant.

4. Merchant responsibilities

- 4.1. Merchant must choose passwords that are strong enough to protect its Identifiers. Planet shall not be liable in any way if the password is obtained by a third party by any means, including but not limited to brute force attack. Identifiers are strictly confidential and personal to the Merchant. Merchant is prohibited from communicating them to any third party or other than Identified Users within its organization.
- 4.2. Merchant is solely responsible for any direct, tangible or intangible prejudice caused by itself or one of its employees to Planet or to third parties as a result of its use of the Software.
- 4.3. Merchant is solely responsible for the content of the data hosted, transmitted, distributed or collected, for its use and corresponding updating, as well as all files, in particular personal files for which the Merchant undertakes to comply with Applicable Law.

5. Software security

- 5.1. Merchant must define in advance the procedures for using the access accounts provided by Planet and to ensure their application.
- 5.2. Planet uses all reasonable technical means to ensure the logical security of the content of the Software, preventing any intrusion, regardless of the nature of the technique used, by unauthorized users, without this commitment corresponding to an obligation of result and within any pre-agreed limits.
- 5.3. Merchant must provide, at its own expense, any SSL certificate(s) necessary for the activation of the HTTPS protocol or any new elements and/or certificate(s) incumbent upon it and necessary for a change or the addition of any new protocols, a prerequisite for reinforcing the security of the Merchant's website(s) for any type of environment (including non-production environments).

6. Transmission and ownership of the data

- 6.1. You undertake to provide us with all data necessary for the operation of the Software and to update the data as often as necessary (e.g., products, stores, stocks, prices). The data must be provided before the Service is put online.
- 6.2. You undertake not to provide us any sensitive Personal Data such as personal health data or any other sensitive data that is not required for performance of the Services.
- 6.3. You are solely responsible for the quality of the data provided, and Planet, as a technical service provider, will not exercise any control over its adequacy.
- 6.4. All data provided by you in the context of the use of the Software are protected by copyright, trademark, patent and any other intellectual or industrial property rights granted to them under Applicable Laws. They are and will remain the exclusive property of the Merchant.
- 6.5. You declare and guarantees that you have the legitimate right to use and communicate the data and corresponding updates. You hereby grant us a right to use such data under the terms of this Agreement and authorize Planet to use such data within the limits set forth in this Agreement.

7. Integrators

- 7.1. You can decide to perform yourself the integration of the Software in your IT environment or to use a Third Party Integrator. Planet may recommend a list of integrators or give its opinion on the Third Party Integrator chosen by Merchant. The choice of the Third Party Integrator is the sole responsibility of the Merchant and Merchant acknowledges that Planet shall have no responsibility for any issues relating to Merchant's use of a Third Party Integrator.
- 7.2. Any contract concluded between the Merchant and any Third Party Integrator and this Agreement are not interdependent. The termination or suspension of the contract with the Third-Party Integrator, whatever the cause, shall have no impact on this Agreement which shall remain valid and continuing under its terms.

8. Set Up and Professional Services

- 8.1. To the extent the Merchant purchases Set Up Services and/or Professional Services, and upon written request from Merchant, Planet shall assist either the Merchant or its Third Party Integrator during the configuration and deployment ("Set Up") or update or enhancement of the Software in your IT environment. We shall not be liable for any failures, delays or damage caused by the Merchant or the Third Party Integrator during such Set-Up or further Professional Services phases.
- 8.2. The Professional Services shall consist of the following as required:
 - a) Functional support:
 - i. Support in gathering requirements and putting the Software solution into perspective
 - ii. Advice on Software configuration
 - iii. Support for the use of Software
 - iv. Recommendation on the use of Software
 - b) Technical support:

- i. Explanation and technical framing
- ii. Qualification and support for specific software developments
- c) Training in Software:
 - i. Functional training (users, administrators)
 - ii. Technical training

8.3. The scope of the Professional Services shall be mutually agreed in writing. The number of days of Professional Services purchased by Merchant are specified in the Order Form or otherwise in writing between the parties.

8.4. If days of Professional Services as purchased by Merchant have not been used by Merchant on the termination or expiration of the Agreement, we shall be under no obligation to perform them, nor to reimburse the Professional Services fees.

9. **Subcontractors**

9.1. Planet may use Subcontractors to conduct specific processing activities in accordance with the Data Protection Addendum.

9.2. Merchant expressly consents to Planet using the following additional Subcontractors for the Retail Software Services:

- i. Processing and storage:
 - Google Cloud Platform
- ii. Text message and e-mail notifications:
 - Mailgun
 - SMTP.com
 - Sendgrid
 - Infobip
 - Moby
 - Twilio
- iii. Salesperson reminders by telephone:
 - Eodom

10. **Support**

10.1. Planet shall:

- a) support the last two functional versions of the Software made available to the Merchant. If the Merchant has not upgraded the functional version of the Software, Planet will not be required to provide support to the Merchant;
- b) provide the Merchant with technical support accessible via an online ticketing tool. For any incident report, the technical support shall respond within the deadlines defined under the agreed service level;
- c) not take into account any request made by the Merchant outside the online ticketing tool.

10.2. The procedure for Merchant reporting incidents to Planet is as follows:

- a) describe the Incident in the space provided in the ticket;
- b) carry out a pre-diagnosis in order to guide the treatment of the incident (scope of responsibility of Planet, scope of responsibility of the Software integrator, network or other ...), Planet being solely entitled to final determination of the qualification of the Incident;
- c) provide the requested information;
- d) receive the Incident ticket number.

11. **Service Levels**

11.1. The following definitions apply in this paragraph:

- a) **Monthly Availability Rate:** the total number of minutes of availability less the number of minutes of Downtime divided by the total number of minutes in the month.

b) Downtime: period of downtime measured by Planet according to the conditions defined below.

11.2. Planet does not guarantee that the Software is free of defects and will function without error, defect, interruption or bug.

11.3. Service levels are guaranteed only to the extent that the Merchant upgrades to the latest available versions of the Software with each new version made available by Planet.

11.4. Planet will notify the Merchant by email of the release of any new functional version of the Software.

11.5. Availability

a) Availability means accessibility to the infrastructure in SaaS mode as well as to the totality of the Software provided to the Merchant.

b) Availability is not guaranteed in the event of interruption of the Internet connection or improper handling by the Merchant having an impact on the Software.

c) Planet shall:

- i. implement effective controls to provide reasonable assurance that the Merchant will be able to access and use the Software at the times specified in the Agreement;
- ii. use its reasonable efforts to have the Software accessible 7/7 days and 24/24 hours;
- iii. use its reasonable endeavours to ensure that availability of the Software is measured in minutes in periods of 30 (thirty) calendar days and is expressed as a Monthly Availability Rate.

d) The Monthly Availability Rate is calculated excluding failure and maintenance of the processing and storage subcontractor, excluding periods of scheduled maintenance or updates of which the Merchant will have been notified in advance by e-mail and/or any other written means, in particular by electronic ticket, within the deadlines stipulated in this Agreement.

e) Performance is measured on the basis of a global monitoring solution. Measurements are taken every minute, 24 hours a day, 7 days a week, 365 days a year.

f) The Monthly Availability Rate commitment and any related financial penalties are defined in the Order Form.

g) Failure to comply with the Monthly Availability Rate of the Software shall not be considered a material breach of the Agreement and therefore shall not entitle the Merchant to terminate the Agreement (except as otherwise permitted in this Agreement) but shall nevertheless result, at the express request of the Merchant, in the application of penalties if these are provided for in the Order Form, which shall be Merchant's sole and exclusive remedy for breaches of the service level commitments.

h) If Merchant is claiming penalties, a written request must be made no later than 30 (thirty) days following the end of the month during which the service level was not met. The said penalties duly claimed will be credited, as the case may be, on the Merchant's next invoice and will be final and conclusive. In the absence of a claim within this period, the penalties may not be claimed by the Merchant and are considered to be time-barred.

12. Service Level Packages

12.1. The following definitions apply in this paragraph:

- a) Guaranteed Time to Intervene (GTI): means the maximum time guaranteed to 's concerned teams to take note of the declared Incident and intervene remotely.
- b) Guaranteed Time to Recover or find a Workaround solution (GTR/W): the maximum guaranteed time to resolve the Incident in question either permanently or temporarily (by a bypass or workaround solution, e.g. patch).
- c) Incident: any problem encountered by the Software or the Software resulting in a disorder, defect or interruption of the Software. Incidents expressly exclude any problem directly or indirectly related to the integration of the Software and the Software on Merchant's equipment, systems and environment.

- d) Availability rate: time during which the Software have been available without interruption over 1 month.
- e) Corrective version(s): this version includes only patches or optimizations of existing features.
- f) Functional version(s): this version includes functional additions and possibly patches and optimizations of existing functionalities.

12.2. General Principle

- a) Planet shall carry out any repair/correction operations on the Software that prove necessary, either at the Merchant's written request or as part of ongoing maintenance operations carried out at 's initiative and described in paragraph 12.4 below.
- b) However, Planet's assistance is only offered if Merchant has installed the latest Functional Version of the Software or at least the previous version made available by Planet, if Merchant has not done so, Planet shall not be required to perform any repair/correction work.
- c) Any maintenance operation scheduled at Planet's initiative that may require an interruption of service will be scheduled and submitted to the Merchant 7 (seven) days prior to its execution and shall not exceed a reasonable period of time in view of the maintenance service concerned, nor take place between 8:00 am and 00:00 am (Paris time) on weekdays. Such scheduled maintenance shall not be counted as Downtime in the Availability rate. These scheduled maintenance operations will suspend all services and service levels, and the Merchant waives any recourse against Planet for any failure to comply with Planet's obligations as a result.

12.3. Corrective Maintenance

- a) According to the Subscribed Offer and this Agreement, Planet provides the Merchant with an online technical support service, accessible by ticket, in French and English. Only this ticket management tool is authentic in terms of the support, resolution or bypass time. Requests made outside of this ticket tool will not be processed.
- b) Planet shall use its reasonable endeavours to resolve Incidents. This maintenance is only applicable for Incidents observed by Planet and exclusively attributable to Planet. At its sole discretion, Planet may either resolve the Incident or find a workaround solution.
- c) Incidents will not be dealt with by Planet in the following cases:
 - In case of fraudulent or illegal use or transmission of the Identifiers to third parties without the prior written consent of Planet,
 - In the event of intervention by the Merchant or a third party not authorized by Planet to carry out the maintenance of the Software and application services concerned,
 - In the event of an event of force majeure or a disaster occurring on the Merchant's premises or infrastructure and causing the deterioration or loss of the equipment concerned,
 - Problems related to specific developments not carried out by Planet,
 - The resolution of incompatibility issues with third-party developments, software, data flows, and services outside the Planet ecosystem,
 - The resolution of problems related to Merchant's failure to comply with the technical procedures described in the Merchant Operating Instructions including but not limited to the Reference Documents,
 - Support for non-reproducible problems,
 - Problems and their resolution related to the use of the Software not updated with the latest Functional Version made available by Planet, or at least the previous one,
 - Any intervention outside the framework defined at the time of taking the intervention ticket.
- d) Any problem observed by the Merchant and not corresponding to the above-mentioned situations of exclusion from maintenance will be taken into account and/or restored by Planet for correction within the deadlines defined in this Agreement.
- e) Corrective maintenance operations resulting from improper use of the Software, failure to comply with Planet's written or oral recommendations, or failure by the Merchant to comply with the Merchant Operating Instructions including but not limited to the Reference Documents, may be carried out by estimate.

There are 3 categories of Incidents:

Incident severity	Description
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Critical Incident	Total unavailability of the Software or the Software resulting in the impossibility of using any of the functionalities of the Software and the Software and having a global direct impact on the Merchant's business activity.
Major Incident	Significant and partial reduction in the performance of the Software and the Software or unavailability of a specific critical function and having a direct or indirect impact on a significant portion of the Merchant's business activity.
Minor Incident	Failure of one or more functions of the Software and the Software making it difficult or abnormally complicated to use the Software without impacting the Merchant's business.

Planet is the only party entitled to qualify the final categorisation of the Incidents encountered.

12.4. Evolutive maintenance

a) Planet will use its reasonable efforts to deliver updates to the Software under the following conditions:

	Minimum release frequency
Corrective release	Once per month
Functional release	Once per quarter

- b) However, Planet remains solely responsible for the timing of the availability of updates to the Software and may modify it if necessary.
- c) Patch Versions are to be applied to production and pre-production environments depending on the urgency of the patch to be deployed.
- d) The Functional Versions are to be applied to the environments according to a schedule provided each year.
- e) Each version will give rise to an explanatory notice indicating the new functionalities available, as well as the deprecated methods.
- f) Planet shall carry out the corrective maintenance stipulated in 12.3 above only for the current Functional Version or the previous Functional Version.
- g) It is understood that all changes related to data exchange formats (imports, exports, APIs) shall not prevent the Merchant from operating with data exchange formats from previous Functional Versions, within the limit of a period of 6 months allowing the Merchant to have this period to comply with the new formats.

12.5. Service Level Package – Gold, Silver or Bronze

Software can be subscribed to according to 3 different service levels, described below and applicable as per the agreement in the Order Form or otherwise in writing between the parties:

• **GOLD**

GOLD	Monthly Availability Rate		Response time	Qualification	Written Merchant Validation	Resolution Workaround solution
Critical	99,99%	24*7 Week + WE + Holidays. Calendar Hours	4h	2h	2h	8h
Major		Working Hours/Days	4h	4h	2h	1 Day
Minor		Working Hours/Days	4h	2 Days	4h	90 Days **

** It is understood between the Parties that for reasons of sound management of its tools, Planet reserves the right to postpone the processing of the Incidents concerned or to delete the corresponding tickets opened by the Merchant in case of absence of manifestation of the Merchant about them beyond 90 Working Days.

• **SILVER**

SILVER	Monthly Availability Rate		Response time	Qualification	Written Merchant Validation	Resolution Workaround solution
Critical	99,99%	24*7 Week + WE + Holidays. Calendar Hours	4h	4h	2h	1 Day
Major		Working Hours/Days	1 Day	1 Day	2h	2 Days
Minor		Working Hours/Days	Reasonable Effort			

• **BRONZE**

BRONZE	Monthly Availability Rate		Response time	Qualification	Written Merchant Validation	Resolution Workaround solution
Critical	99,99%	24*7 Week + WE + Holidays. Calendar Hours	1 Day	2 Days	2h	2 Days
Major		Working Hours	Reasonable Effort			
Minor		Working Hours	Reasonable Effort			

12.6. Penalties

- a) In case of non-compliance with Availability rate of the Software

If, on the first anniversary date of the Agreement, the availability of the Software is less than 99.95%, for reasons exclusively attributable to Planet and excluding the cases provided as excluded in this Agreement, Planet shall pay to the Merchant, as a penalty, a pro rata reimbursement of the amount of the applicable annual flat-rate subscription (excluding all other fees such as support fees, Professional Services, consulting, options and variable income) paid to Planet according to the following formula:

*(fixed licence fee annual subscription) * (99.99% - observed availability rate of Application Services)*

b) In case of non-compliance with applicable SLA support levels

Penalties only apply to the "Gold" service level/SLA, excluding the "Silver" and "Bronze" service level/SLAs as described above.

The performance of Planet's support in meeting the applicable service level/SLAs is verified each year of the Agreement. If more than 10% of the tickets opened by the Merchant related to Critical or Major Incidents do not comply with the "Gold" service level/SLA (if service level/SLA chosen by the Merchant), Planet will reimburse the Merchant the amount equivalent to the difference between the price of the "Gold" service level/SLA and the "Silver" service level/SLA.

c) Common rules

These penalties shall be automatically deducted from next Merchant's invoice.

The penalties described above are fixed and shall be Merchant's sole remedy against Planet for non-compliance with the applicable service levels. The Merchant and its insurers hereby waive any recourse against Planet and its insurers in excess of these penalty amounts.

It is agreed between the Parties that the Availability rate and service levels/SLAs of the Software as well as the associated penalties will not be applicable in case of default, negligence or abuse by the Merchant or its suppliers or integrators, any failure due to the Merchant's equipment and its suppliers or integrators, failure of Planet's suppliers or integrators, impossibility of access to the Merchant's premises, equipment or infrastructure concerned, network interruption or failure, electricity interruption or failure, strikes of any kind at the Merchant's premises, any event beyond the control of Planet and any case of force majeure, including but not limited to natural disasters, earthquakes, floods, tsunamis etc. The payment of penalties shall be the Merchant's sole remedy to obtain compensation for damages suffered as a result of Planet's failure to comply with the service levels. The calculation of penalties shall be agreed between Planet and the Merchant prior to their application. Planet shall be the sole judge of the severity category of the Incidents (critical / major / minor). In the event of a conflict between Incidents, the Incident with the highest severity will be given priority. Other Incidents of lesser severity will in this case be dealt with as soon as possible by Planet.

12.7. Integrity

Planet shall, under a general obligation of reasonable efforts, implement effective and reasonable controls so that :

- The Software made available to the Merchants process the Data entrusted to them without risk of omission, alteration, distortion or any other form of problem likely to affect the integrity of the results resulting from these applications;
- The processing is in compliance with the legal regulations applicable to them;
- The Data and processing are accessible for external controls and audits that may be carried out.

Processing integrity extends to all system components and to all phases of processing (Data input, transmission, processing, storage and output). These controls consist of processing consistency checks, the detection and management of problems and the information of Identified Users with respect to any associated risk of non-compliance.

Planet shall ensure that it has back-up equipment, plans and procedures for putting Data back online in the event of a disaster, as well as systems to protect the accessibility of application services. It undertakes to ensure the security of its hosting infrastructure, in accordance with industry standards.

All Data collected and processed by the Software are stored and backed up regularly (up to several times a day) on different storage units (physical or virtual) provided by Planet's hosting supplier.

12.8. Security and Confidentiality

Planet shall use reasonable measures to secure reasonable access to and use of the Software, in accordance with customary practice.

Planet has implemented controls to protect against unauthorized electronic access to the Software's operating systems and applications and to the Merchant's Confidential Information in order to provide reasonable assurance that access to the Merchant's systems and Data is limited to authorized persons and that the Merchant's Confidential Information is protected against any use not in accordance with its intended use.

Planet uses technology that complies with best practices and technological standards for firewalls and other security technologies to prevent access by unauthorized third parties and to ensure the confidentiality and integrity of the Data.

It is the Merchant's responsibility to define in advance the procedures for using the access accounts provided by Planet and to ensure their application.

Planet shall implement reasonable technical measures to ensure the logical security of the content of the Software, preventing any intrusion, regardless of the nature of the technique used, by unauthorized users, without this commitment corresponding to an obligation of result.

The Merchant shall provide, at its own expense, any SSL certificate(s) necessary for the activation of the HTTPS protocol or any new elements and/or certificate(s) incumbent upon it and necessary for a change or the addition of any new protocols, a prerequisite for reinforcing the security of the Merchant's website(s) for any type of environment (including non-production environments).