

## Support Plan

This Support Plan (“Plan”) describes the Support Services offered by inRiver in connection with the inRiver Service as defined within the Master Subscription Agreement (“Agreement”). This Plan is incorporated into the Agreement. All capitalized terms not defined in the Plan shall have the meanings set forth in the Agreement.

### 1. DEFINITIONS

- 1.1. **“Business Hours”** means the regional hours of operation for inRiver excluding national holidays as identified in the inRiver Community. For purposes of Subscribers domiciled in North-, Central- and South America as well as Asia-Pacific, Business Hours mean between 8:00 a.m. and 5 p.m. Central Standard Time in America (CST). For Subscribers domiciled in any other parts of the world (e.g., EME) Business Hours are between 8:00 a.m. and 5 p.m. Central European Time (CET).
- 1.2. **“Incident”** means an Emergency, Critical, Major or Minor Incident as defined in section 3 below.
- 1.3. **“inRiver Community”** means the online portal located at <https://community.inriver.com/> (which inRiver may update from time to time) containing articles resources and information on the Service.
- 1.4. **“Response Time”** means the time from submission of a Support Ticket by a Subscriber until inRiver responds to the Support Ticket by a personal directed (non-automatic) message.
- 1.5. **“Severity Level”** means the inRiver classification of a Support Ticket as defined below.
- 1.6. **“Support Ticket”** means a request for support services submitted by Subscriber through the inRiver Community.
- 1.7. **“Support Services”** means the services provided by inRiver to Subscriber pursuant to this Plan.

### 2. GENERAL

inRiver will provide Support Services in accordance with this Plan which may be modified from time to time provided: (i) that Subscriber will receive prior notice to the Subscriber’s Account administrator(s) of such modification; and (ii) said modifications do not materially decrease the Support Services offered. The most current Support Plan will be posted on the inRiver Community and the Subscriber will be notified of any changes by e-mail or similar. inRiver will use commercially reasonable efforts to promptly respond to and resolve each Support Ticket. This Support Plan does not cover professional services, including but not limited to training, and consulting services. Such additional services shall be provided pursuant to a separately signed professional services agreement.

### 3. SUPPORT AND ENABLEMENT

inRiver offer includes the following support features for training and enablement:

- i. **inRiver Community.** inRiver will provide Subscriber with access to inRiver’s online Community forum, where other inRiver subscribers can post, collaborate and share knowledge around their PIM experience and usage.
- ii. **inRiver Account Manager.** inRiver shall provide the Subscriber with a personal Account Manager that shall be the contact point for the commercial communication in relation to Subscriber. The Account Manager will invite Subscriber to a yearly review of their subscription and use of inRiver Service. Tier

3 Subscribers, as defined in an Order Form, shall also have access to a personal Customer Success Manager for provision of best practices and suggestions for continuous adoption and development of usage of the Service.

- iii. **inRiver Academy E-learning.** inRiver will provide Subscriber access to inRiver Academy e-learning, an online platform with e-learning content for improving usage and adoption of the Service. Subscriber can also provide access to the e-learning platform to its Authorized Users.

#### 4. SUPPORT TICKET HANDLING

Support services shall be provided through the inRiver Community. The inRiver Community will serve as Subscriber’s single point of contact regarding the availability of the Service as well as the status of a Support Ticket.

Responses to Support Tickets will be provided during Business Hours in accordance with the Response Times specified below. In order for inRiver to initiate diagnostic work in response to the Support Ticket, the Subscriber must provide sufficient information to reproduce the underlying concern identified in the Support Ticket. Because of the widely varying nature of issues, it is not possible for inRiver to provide specific resolution commitments.

Severity Level	Description	Response Time
<b>Emergency</b>	An Emergency Incident in the Service occurs when the Subscriber is not able to access the Service or any major portion of it, and it affects all users. inRiver will work continually until the Service has been restored, or until the Incident is restored.	1 hour
<b>Critical</b>	A Critical Incident in the Service occurs when Subscriber is unable to use a major portion of the Service and the Incident has significant and substantial adverse operational impact preventing any useful work from being done and no workaround is available.	2 hours
<b>Major</b>	A Major Incident in the Service occurs when certain functions in the Service, or part thereof, is affected, disabled or otherwise not in compliance with the reasonably expected Service and the Subscriber’s use of the Service is severely impaired or degraded.	4 hours
<b>Minor</b>	A Minor Incident in the Service occurs when the Incident can be circumvented so that the core functions in the Service can be used and the function is not materially affected or where the Incident has no significant effect on the functionality or usability of the Service.	8 hours

inRiver undertakes to perform the following actions in relation to each Support Ticket:

- 🌀 Confirm receipt;
- 🌀 perform diagnostic activities;
- 🌀 inform Subscriber if inRiver’s diagnostic activities indicates that there is no Incident concerning the Service; and
- 🌀 communicate the progress.

A Support Ticket will be deemed resolved and closed within the inRiver Community upon the earliest of the following: (a) inRiver issues a release of the Service which brings the Service into material conformity with the Documentation; (b) inRiver modifies the Service in a way that resolves the Incident; (c) inRiver confirms that the issue is due to a multi-vendor issue or a product not provided by inRiver followed by Subscribers verification (or lack of answer as described in (d)); (d) inRiver has not received a response from the Subscriber after sent two reminders followed by three consecutive business days; or (e) Subscriber informs inRiver that the Incident Ticket has been resolved. If the Support Ticket concerns an inquiry into functionality of the Service, the Support Ticket shall be resolved and closed upon inRiver’s response to the inquiry.

Subscriber shall confirm such closure of the Support Ticket, once inRiver has fulfilled its undertakings hereunder, such confirmation not to be unreasonably withheld or delayed.

inRiver will not provide Support for issues arising from use of the Service with: (a) use cases not within the scope of Documentation; (b) changes or modifications to the Service not authorized by inRiver; (c) negligence or intentional misconduct by Subscriber or Subscriber’s agents; or (d) performance degradation caused by the Subscriber’s internet service provider.

If inRiver is at risk to not meet the Response Time to any Incident reported inRiver management are notified in the order as follows:

Escalation level	Level 1	Level 2	Level 3	Level 4
Escalation Role	Escalation Manager	Support Manager	VP Service	CEO
Actions	Corrective Measures Resource Allocation Monitoring of Progress	Corrective Measures Resource Allocation Monitoring of Progress	Corrective Measures Resource Allocation	Corrective Measures Resource Allocation

If Subscriber (i) believes that inRiver has failed to meet the Response Time with respect to any Incident reported, or (ii) if the quality of the support provided to Subscriber has not been in compliance with reasonably expected industry standards, Subscriber may escalate the problem according inRiver’s escalation process presented on inRiver Community.

## 5. AVAILABILITY

Except for planned maintenance conduction as set forth herein and force majeure circumstances, inRiver will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week. If there is an interruption inRiver will use commercially reasonable efforts to resolve the problem and make the Service available as soon as practicable. Depending on where Subscriber is domiciled, inRiver may conduct maintenance on the Service between 12:00 a.m. and 06:00 a.m. US Central Time (CST) or Central European Time (CET) (“Scheduled Maintenance”) according to information given in on inRiver Community. inRiver shall notify Subscriber through the inRiver Community in advance of Scheduled Maintenance. Except for Scheduled Maintenance, inRiver shall use reasonable efforts to maintain uptime of the Service at 99.9% each calendar month.