



EXHIBIT B TO TRUE FIT™ RETAILER ORDER FORM

SERVICE LEVEL AGREEMENT (SLA)

This Exhibit B: SLA is incorporated by reference into the Retailer Order Form (the “Agreement”) between True Fit, LLC (“True Fit”) with a principal business address at 60 State Street, Boston, MA 02109 and Retailer named on the Retailer Order Form executed by the Parties. The effective date of this Exhibit B is the Launch Date.

Terms with initial capitalized letters not defined in this Exhibit B will have the meanings ascribed in the Retailer Order Form or the Exhibit where such terms are defined.

I. Availability

- a. Scheduled Maintenance - True Fit maintains scheduled maintenance windows during which time the software may be unavailable. True Fit will notify designated Retailer personnel 36 hours in advance of any known service outages that will occur as a result of scheduled activities. Reasonable efforts are expended to ensure scheduled maintenance activities requiring downtime will not total more than four hours a quarter. Additionally, no scheduled maintenance shall occur during the holiday time period of November 1 to January 2.

Scheduled maintenance is planned for periods of minimum usage.

- b. Emergency Maintenance – In the event of critical time sensitive maintenance that may affect True Fit availability, True Fit will notify Retailer with as much advance notice as is possible with information about the expected time and duration of the interrupted service, as well as the expected impact on Retailer operations and customers.
- c. Uptime – True Fit will ensure that its service is available 99.9% in any given month, excluding maintenance. The uptime percentage is calculated as follows: (total minutes in any calendar month – total minutes of unavailability) divided by (the total minutes in same calendar month) x 100. Downtime during the maintenance windows does not count as a period of unavailability.

II. Service Response Time

True Fit will monitor the response time of its services and make reasonable efforts to ensure that the response time is within limits that do not negatively impact the experience of Retailer customers.

True Fit will maintain a response time of 150 milliseconds or less for no less than 98% of all Product Detail Page API calls. Response time is measured within the True Fit Service servers, exclusive of network traffic latency outside the True Fit server network.

Excluding maintenance periods, the percentage is calculated by dividing the total number of requests in a month below 150ms by the the total number of requests in the month x 100.

III. Service Commitments and Service Credits

Service credits are calculated as the percentage of the total monthly subscription fees paid by Retailer in which the unavailability occurred in accordance with the schedule below:

- For monthly Uptime percentage less than 99.9% but equal to or greater than 99.0%, Retailer may be eligible for a 10% service credit.
- For monthly Uptime percentage less than 99.0%, Retailer may be eligible for a 25% service credit.
- For monthly Service Response Time SLA less than 98%, but equal to or greater than 95.0%, Retailer may be eligible for a 10% service credit
- For monthly Service Response Time SLA less than 95.0%, Retailer may be eligible for a 25% service credit.

Our service credit shall not apply to any unavailability of the service caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the True Fit network.

Sole Remedy

Unless otherwise noted in Section 7.2 of the Master Service Agreement, this is Retailer's sole and exclusive remedy for any unavailability, non-performance, or other failure by True Fit.

SERVICE SUPPORT TERMS

IV. Severity Definitions

Severity Level	Definition
Severity 1	Critical Availability, performance, or functionality is severely degraded for 50% or more of Retailer's customers or True Fit is negatively impacting existing site functionality.
Severity 2	Major Availability, performance, or functionality of the True Fit service is severely degraded for more than 20% of Retailer's customers.
Severity 3	Minor Individual customers are experiencing problems with the

	True Fit service or functional issue in a non-critical aspect of the service.
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V. Support Availability

Day to day vendor support for all issues and questions will be available on an unlimited basis during normal business hours (M-F, 8 AM – 5 PM EST/EDT, excluding company holidays) via the True Fit Client Success manager assigned to Retailer, at 617.848.3740 ext. 5 and support@truefit.com.

Support for Severity 1 and 2 incidents will be available 24/7/365 during each calendar year via prioritysupport@truefit.com and 617.848.3740 ext.4.

VI. Incident Response Time

Severity Level	Initial Response acknowledgement time
Severity 1	30 Minutes
Severity 2	90 Minutes
Severity 3	1 Business Day

VII. Incident Resolution and Escalation

True Fit will make reasonable efforts to resolve all incidents within a timely manner. For Severity 1 incident, True Fit will provide updates every two (2) hours on status of the incident and steps being taken to resolve it.