

ToolsGroup®
SaaS Support Plan

1. Applicability

This Plan sets forth the support services to be provided to Customer pursuant to a valid ToolsGroup Software as a Service (SaaS) Agreement (the “Agreement”).

2. Support Access

Customer’s Qualified Individuals will have 24/7 access to a dedicated Self-Service Support Portal for the purposes of reporting tickets related to Software and SaaS services, and receive responses and solutions from Supplier.

All interactions concerning technical support will be in English language.

3. Ticket Submission

By means of the Self-Service Support Portal, Customer’s Qualified Individual(s) will have the possibility to notify errors or service unavailability by submitting requests of support (Tickets), related to

- the SaaS services
- the Software

and assign to each Ticket the related Priority.

The following table provides definitions of Priorities and examples for information purposes only, for both SaaS services and Software Tickets:

	SaaS services	Software
Priority A	<p>Total unavailability of SaaS</p> <p>Examples: (1) Service cannot be accessed due to lack of connectivity in Supplier’s infrastructure (excluding Internet and Customer’s hardware, software, or other equipment); (2) Application service not in a running state, preventing user access to the Software; (3) Unavailability of the data transfer system to receive or send data.</p>	<p>The reported issue renders the Software inoperative or causes the Software to fail catastrophically.</p> <p>Examples: (1) crashes of the calculation of the statistical forecast, potentially compromising the entire forecast validation cycle; (2) crashes of the forecast editing page, preventing Users from the applying exceptional filtering or commercial overrides; and (3) crashes of the procedure for the automatic creation of proposals, potentially compromising the entire replenishment process.</p>
Priority B	<p>Degraded performance of SaaS</p> <p>Example: (1) Temporary performance slowdown caused by failures in the hardware and software supporting the service or by unplanned increase of data volumes.</p>	<p>The reported issue substantially degrades the performance of the Software or materially restricts Customer’s Use of the Software</p> <p>Examples: (1) optimization algorithms of the replenishment proposals are not functioning (e.g., fair allocation, direct deliveries, etc.); (2) alert reports are not functioning (e.g., under-stock/overstock, inter-depot transfers, etc.); and (3) errors in the import procedures that inhibit the refresh of data tables in SO99+™</p>

Priority C		<p>The reported issue causes only a minor impact and does not substantially restrict Customer's Use of the Software.</p> <p>Examples: (1) <i>malfunctioning of the filtering functionality</i>; (2) <i>erroneous data visualization or report export, not affecting consistency of results (e.g., wrong descriptions in reports, export in xls format does not work, etc.)</i>; and (3) <i>error in unit of measure conversion, not affecting the consistency of results</i></p>
Other	Requests for enhancements or additional services.	This level of priority is set whenever the reported Ticket is not recognized to be an Error, but a request for SW enhancements

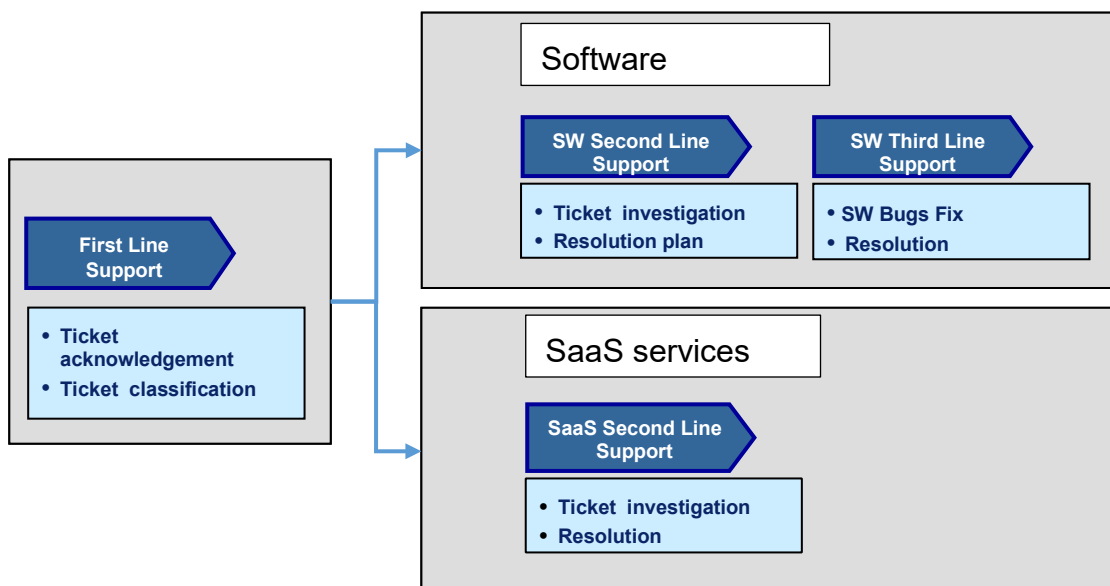
Most SaaS non-availability issues will be automatically detected by Supplier's monitoring systems, and Supplier will take initiatives to resolve them, independently from the submission of the ticket by Customer's Qualified Individual(s).

The priority of a ticket is initially entered by the Qualified Individual, but may be changed by the Supplier if: (a) the reported priority does not correspond to the applicable definition above; (b) the Qualified Individual fails to provide promptly any clarification or information required by Supplier to complete its investigation; (c) a workaround is made available to overcome or mitigate the effect of the issue; or (d) Supplier preliminarily determines that the reported issue is not an Error (SW) or it is not a SaaS failure. Supplier will notify the Qualified Individual of any such change.

If Supplier determines that the reported issue is not in its domain (not a SW error and not a SaaS failure), the Customer may nevertheless ask for support by the Supplier in the resolution of such issue. In this case, Customer shall compensate Supplier, at Supplier's then current standard consulting rates, for all work connected to such support.

4. Ticket Resolution

Supplier's organization for technical support services is described in Figure below.



- *First Line Support*

First Line Support is the front-end support function that acknowledges all incoming tickets and executes the first screening. Depending on the level of complexity, First Line Support will either: (i) resolve the ticket directly, providing appropriate instructions to the Qualified Individual; or (ii) escalate the ticket to the appropriate Second Line Support, updating the ticket accordingly.

Depending on its classification the ticket will be managed in the following way:

- *Second Line Support - SaaS services Tickets*

SaaS Second Line Support is involved in all tickets that cannot be addressed directly by First Line Support, taking the following steps:

- (i) Investigation: Supplier will investigate on the root cause of the issue, interacting - if necessary - with the Qualified Individual and with the other parties involved in the Service (Cloud/Hosting Supplier), in order to determine the action plan for resolution
- (ii) Resolution: Supplier will execute the action plan, provide the solution, notify the Qualified Individual and close the ticket.

- *Second Line Support – Software Tickets*

Software Second Line Support is involved in all tickets that cannot be addressed directly by First Line Support, taking the following steps:

- (i) Investigation: Supplier will investigate on the root cause of the issue and interact -if necessary- with the Qualified Individual to gather all the information useful to reproduce the error.
- (ii) Classification: based on the result of the investigation, Supplier will determine whether the issue arises from (A) an Error, to be fixed by ToolsGroup, or (B) misuse of the Software or misinterpretation of the Software’s functionalities, to be corrected by providing appropriate advice to the Qualified Individual.
- (iii) Resolution Plan: for any issue confirmed to be an Error, Supplier will inform the Qualified Individual of an action plan, including a committed date for its resolution (a “Resolution Plan”).

The Supplier is committed to provide such “Resolution Plan”, within a predefined number of days from ticket submission, depending on the priority level of the request (see table below)

Priority Level	Business Days
Priority A	1

Priority B	5
Priority C	10

Second Line Support and the Qualified Individual may agree on a change of priority (downgrading of the ticket) if a workaround is available that mitigates the issue for the period needed to resolve the Error, in which ticket the Resolution Plan will be amended accordingly.

- (iv) Resolution: Supplier will deliver the solution and notify the Qualified Individual, as follows: (A) for a Priority A issue, a patch that fixes the Error; (B) for a Priority B issue, commercially reasonable efforts to include the Error correction in the next regular Update; or (C) for a Priority C issue, the inclusion, at Supplier discretion, of the Error correction in the next Release.

- *Third Line Support*

Third Line Support is the “software factory”. In principle, the software factory does not interact directly with Qualified Individuals, except in cases where investigation of the issue requires the involvement of the software factory’s engineers.

4. Reporting

Upon request, Supplier will provide periodic reports on Customer’s use of support services, including the number of Tickets, prioritization and status of each Ticket and response and resolution times.

5. Exclusions

This Support Plan is subject to the limitations and exclusions set forth in the Terms. Additionally, technical support hereunder does not include: (a) consulting or training on how to make the best use of the Software; (b) resolution of errors, defects or failures in hardware, networks or Third Party Software; (c) software customization and integration; (d) consulting in general; (e) resolution of issues resulting from Customer negligence, misuse of the Software or alterations to the Software performed by 3rd Parties.