

## ToolsGroup®

### Technical Support Plan (for EULA)

#### 1. Applicability.

This Technical Support Plan sets forth the maintenance and technical support services to be provided to Licensee pursuant to a valid ToolsGroup® Software License and Maintenance Agreement (the “Agreement”), during the Maintenance Term only. Capitalized terms used and not otherwise defined herein have the meanings given in the Agreement. References to Licensor herein include any third parties providing support services hereunder (including ToolsGroup, if different from Licensor, ToolsGroup’s Affiliates and third-party contractors).

#### 2. Access.

Qualified Individuals will have 24/7 access to a dedicated Self-Service Support Portal for the purposes of technical support, reporting presumed Errors and receiving responses and solutions from Licensor. All interactions concerning technical support will be in English language.

In order to facilitate technical support services hereunder, Licensee shall at all times: (A) at its own expense, maintain an unrestricted remote access via Internet through its firewall to all Installations and related databases, dedicated to Licensor; and (B) permit Licensor, at Licensor’s expense, to install software monitoring tools, accessible via remote access, for the sole purpose of monitoring performance and detecting potential failures of the Software.

#### 3. Case Prioritization.

Upon receipt of a report from a Qualified Individual of an issue preventing the Use of the Software, Licensor shall use reasonable efforts to: (a) identify the Error, if any; and (b) in the case of an Error, resolve or provide a short-term work-around to enable Licensee’s continued Use of the Software (see “Case Resolution” below).

Cases are prioritized as follows:

*Priority A* The reported issue renders the Software inoperative or causes the Software to fail catastrophically.

*The following, for informational purposes only, are examples of Priority A issues: (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.*

**Priority B** The reported issue substantially degrades the performance of the Software or materially restricts Licensee's Use of the Software.

*The following, for informational purposes only, are examples of Priority B issues: (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+™.*

**Priority C** The reported issue causes only a minor impact and does not substantially restrict Licensee's Use of the Software.

*The following, for informational purposes only, are examples of Priority C issues: (1) malfunctioning of the filtering functionality; (2) 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.); and (3) error in unit of measure conversion, not affecting the consistency of results.*

**Other** This level of priority is set whenever the reported issue is not recognized to be an Error.

The priority of a case is initially entered by the Qualified Individual, but may be changed by Licensor 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 Licensor to complete its investigation; (c) a workaround is made available to overcome or mitigate the effect of the issue; or (d) Licensor preliminarily determines that the reported issue is not an Error, but a standard behaviour of the Software. Licensor will notify the Qualified Individual of any such change.

If Licensor preliminarily determines that the reported issue is not an Error, the Qualified Individual may: (i) instruct Licensor to proceed with diagnosis, potentially at Licensee's expense as set forth below; or (ii) instruct Licensor not to proceed further. If Licensee instructs Licensor to proceed with diagnosis and Licensor confirms its determination that the problem was not caused by an Error, Licensee shall compensate Licensor, at Licensor's then current standard consulting rates, for all work connected to such determination, and reimburse to Licensor its reasonable expenses incurred in connection therewith; *provided* that Licensee shall not be liable for (i) diagnosis or repair to the extent the problem is ultimately determined by be caused by an Error; (ii) work performed under this paragraph in excess of Licensee's

instructions or (iii) work performed after Licensor has actually received notice from Licensee that it no longer wishes to proceed. If Licensee instructs Licensor not to proceed, or if diagnosis requires work beyond Licensee's instructions, Licensor may cease investigation without liability to Licensee.

#### 4. Case Resolution.

Licensor's organization for technical support services is described in Figure 1 below.

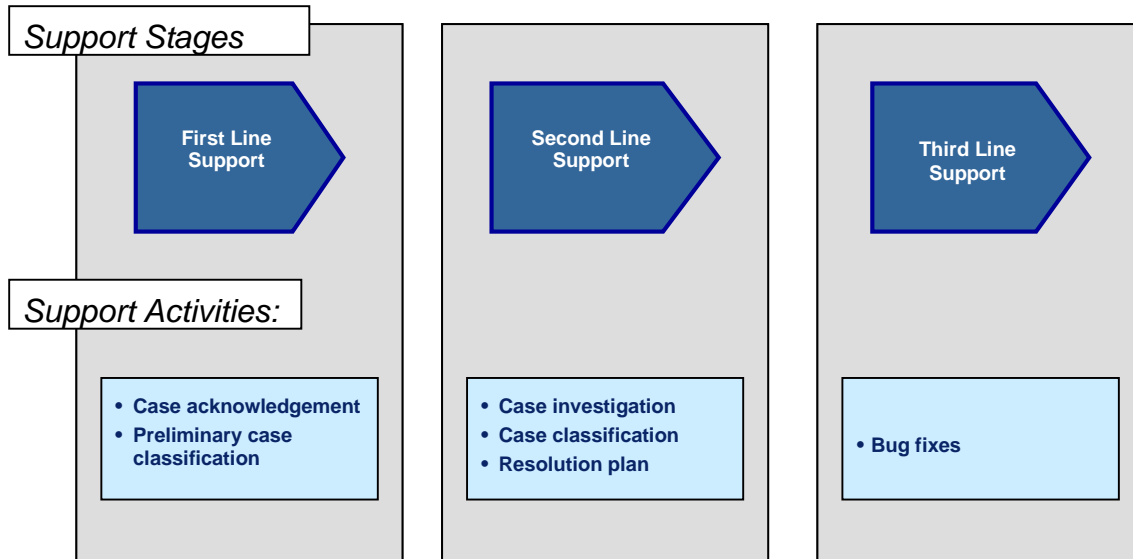


Figure 1 Technical Support Services diagram

- *First Line Support*

First Line Support is the front-end support function that acknowledges all incoming cases and executes the first screening. Depending on the level of complexity, First Line Support will either: (i) resolve the case directly, providing appropriate instructions to the Qualified Individual (usually IT-related issues or simple functional issues); or (ii) escalate the case to Second Line Support, updating the case file accordingly (usually issues that require indepth investigation conducted by an expert on the specific product domain).

Licensor delivers First Line Support during working hours (9:00 am – 6:00 pm CET) on Business Days in the location of the relevant Installation.

- *Second Line Support*

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

- (i) Investigation: interaction with the Qualified Individual in order to gather all the information needed to reproduce the case and understand the root cause of the issue.
- (ii) Classification: based on the result of the investigation, determination 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, informing the Qualified Individual of a plan of action, including a committed date for its resolution (a "Resolution Plan"). Second Line Support and the Qualified Individual may subsequently agree on a change of priority (downgrading of the case) if a workaround is available that mitigates the issue for the period needed to resolve the Error, in which case the Resolution Plan will be amended accordingly. *The time period within which Licensor agrees to provide the Resolution Plan depends upon the case priority (see Section 3 above) and is set forth in the Agreement (in the Schedule to the Signature Page).*
- (iv) Resolution: providing a solution to the case and notifying the Qualified Individual of such solution, 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 ToolsGroup's discretion, of the Error correction in the next Release.
- (v) Closure: Cases are set to Close Pending by Licensor when a solution or workaround has been made available to the Qualified Individual. Final closing takes place upon confirmation from the Qualified Individual that the case is effectively resolved or, in the absence of feedback from the Qualified Person, after ten (10) Business Days.

- *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.

## 5. Reporting.

Upon request, Licensor will provide semi-annual reports on Licensee's use of support services, including the number of cases, prioritization and status of each case and response and resolution times.

## 6. 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 ThirdParty Software; or (c) software customization and integration.