Version 1.0 (February 15, 2022)

SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES

PART 1 – SUBSCRIPTION SERVICES EAZYSTOCK

1. SUBSCRIPTION SERVICES - GENERAL

1.1. Definitions:

The following capitalized terms in this Exhibit have the meanings attributed to them below:

"**Bank Holidays**" means CET, GMT and EST Christmas Eve, Christmas Day, Boxing Day - St. Stephen's Day, New Year's Eve, New Year's Day, Epiphany, Good Friday, Easter, Easter Monday, Labor Day – May Day, Ascension Day, Pentecost Day.

"**BAT**" means the begin action time and is expressed as the maximum time between an Issue (as that term is defined below) has been registered and when SYNCRON (or when applicable – Partner) starts to resolve it.

"**Helpdesk**" means a single point of contact for Issue registration.

"**Issue**" means a SaaS Solution malfunction that is registered in Issue Reporting Interface; inquiries and feature requests are considered an Issue.

"**Issue Reporting Interface**" means the interface (issue handling tool – Syncron Support Center or, where applicable, Partner's Support Center) used by CUSTOMER and SYNCRON (or, where applicable, by Partner) to register Issues, handling Issues, interact and follow up on Issues.

"**Item**" means an object purchased, traded or produced by CUSTOMER or its Affiliates.

"**Production Environment**" means the technical environment in which CUSTOMER and its Users use SaaS Solution for day-to-day business operations.

"**Response Time**" means the time between Helpdesk has received an Issue and when Helpdesk responds back to CUSTOMER.

1.2. Subscription Services Editions

Customer chooses one of the below editions of Subscription Services Editions – as indicated in applicable Order Form, and will be entitled to order any higher edition during the Subscription Term. Any such order will be valid via signing additional Order Form by both parties.

EDITION :	EAZYSTOCK PROFESIONAL	EAZYSTOCK PREMIUM	EAZYSTOCK GLOBAL PLANER
INCLUDED MODULES	Demand Forecasting	Demand Forecasting	Demand Forecasting
	Inventory Optimization	Inventory Optimization	Inventory Optimization
	Seasonality	Seasonality	Seasonality
	Basic reporting and KPI's	Advanced reporting and KPI's	Advanced reporting and KPI's
		Replenishment Execution	Replenishment Execution
			Network optimization

1.3. CUSTOMER is responsible for accuracy and completeness of the of data transferred to SYNCRON. In cases when the CUSTOMER does not order a Connector (as specified in the Order Form) CUSTOMER is further responsible for ensuring that the data format matches SaaS Solution's specifications, that the data interface files are transferred via SFTP to the agreed locations, and that the data is supplied according to the agreed schedule.

1.4. SYNCRON will make the SaaS Solution available continuously, as measured over the course of any calendar month period an average of 99,5%, excluding unavailability as a result of causes described under Exceptions below (the "**Availability Percentage**"). "**Available**" shall mean a successful login via the web user interface and it shall be counted only for Production Environment.

For purposes of calculating the Availability Percentage, the following are "**Exceptions**" to the service level requirement, and the SaaS Solution shall not be considered unavailable, even if not actually accessible to an individual User, if any such inaccessibility is due to: (i) CUSTOMER's acts or omissions; (ii) CUSTOMER's Internet connectivity; (iii) Internet traffic outages, delays or problems not under SYNCRON's reasonable control; (iv) CUSTOMER's hardware, software, or other equipment; (v) any hardware, software, service, or other equipment used by an individual user to access the SaaS Solution; or (vii) scheduled maintenance windows; (viii) performance of installation works within the Upgrades (as outlined in Section 1.5 below); (ix) any downtime agreed between SYNCRON and CUSTOMER.

1.5. Upgrades are included in the Annual SaaS Fee set out in Order Form. SYNCRON will at all times be entitled to upgrade SaaS Solution. With respect to planned downtime, SYNCRON will give at least 8 hours' notice thereof via SaaS Solution and SYNCRON will schedule such downtime to the extent practicable outside of Open Hours.

2. STANDARD SUPPORT

Standard Support consists of the Helpdesk and standard supervision. Standard Support will be delivered by SYNCRON and/or, to the extent agreed to and as defined in Order Form, by Partner to CUSTOMER subsequent to any test period and from the time CUSTOMER starts using Subscription Services for ordinary business purposes ("go live").

3.1 Service Levels of Support

Support Service levels	Standard (included)	Extended*
Open Hours	08:00 – 17:00 CET or 08:30 – 18:30 EST** Monday – Friday (Bank Holidays and weekends excluded)	08:00 – 17:00 CET or 08:30 – 18:30 EST** (Bank Holidays and weekends excluded)
Response Time	2 hours	1 hour
Begin Action Time (BAT)	8/16/24/32 hours for Critical/High/Medium/Low issues	4/8/12/16 hours for Critical/High/Medium/Low issues
Number of Issues	Unlimited	Unlimited
Number of Support Users	2	6
Helpdesk	Yes	Yes
Standard Supervision	08:00 – 17:00 CET or 08:30 – 18:30 EST** (non bank holidays and weekends)	08:00 – 17:00 CET or 08:30 – 18:30 EST** including weekends (non bank holidays)
Extended supervision		08:00 – 17:00 CET or 08:30 – 18:30 EST** including weekends (non Bank Holidays)

***Extended Support** is optional for Customer and can be ordered as an add-on support service at the following rate: 15% of Annual SaaS Fee. In case Customer is willing to order Extended Support – a separate Order Form will be signed for such extension.

**applicable for Americas-based customers.

2.2 Helpdesk

Helpdesk will manage and solve the reported Issues according to the registered severity level (as set out below), via Issue Reporting Interface.

WWW.SYNCRON.COM

- http://support.syncron.com/ssc
- E-mail: support@eazystock.com *(if Support is provided by Partner contact data is stipulated in applicable Order Form)*
- Telephone: +46 40 206565 (for US-based Customer: +1 844 416 5000) *(if Support is provided by Partner contact data is stipulated in applicable Order Form)*

2.3 Standard Supervision

SYNCRON will, during Open Hours, monitor the back-end processing set up in SaaS Solution.

2.4 Supervision

SYNCRON will, during Open Hours, monitor the file flow so that input data is available and system processes the input data and produce output data according to configuration.

2.5 Limitations of Support

SYNCRON will provide to CUSTOMER Standard Support in English. Resolution and handling of Issues caused by CUSTOMER is not included in Standard Support. Standard Support includes neither training nor Issues to which answers and solutions are found in Documentation. SYNCRON will only be liable for performing Standard Support or remedial work on Issues that (i) have been registered by Support User in Issue Reporting Interface; and (ii) in relation to which CUSTOMER has complied with the support procedures set out in Documentation.

Issues will be registered by CUSTOMER in Issue Reporting Interface no later than thirty (30) days after CUSTOMER became aware, or reasonably should have become aware, of Issue. SYNCRON will not be responsible for any Issues which are registered beyond such time period. Standard Support does not include changes and extensions of SaaS Solution. All Issues outside Standard Support will be charged for at SYNCRON's Professional Services rate as specified in the most current Order Form.

2.6 Severity Levels assessment

Severity level definition is a diagnosis of the severity of each Issue reported in Issue Reporting Interface and the severity is assessed by CUSTOMER. If an initial issue severity level is provided directly by CUSTOMER'S representative, SYNCRON reserves itself the right to revise it in certain situations. Once Issue severity level is agreed between CUSTOMER and SYNCRON (however, in case of doubts SYNCRON shall be allowed to make the final decision on the level of severity), usually it should not be changed unless new facts about the Issue come to light.

Severity level "Critical" – assigned to Issues that have direct impact on conducting all business e.g. orders cannot be forwarded to any supplier and or received from any customers.

Severity level "High" – assigned to Issues that have direct impact on the conducted business in specific areas, e.g. orders for a particular supplier or location can't be forwarded, to one of the suppliers but apart from that SaaS Solution are working satisfactorily.

Severity level "Medium" – assigned to Issues that do not have a direct impact on the daily business since it can be worked around or could be accepted temporarily as a malfunction.

Severity level "Low" – assigned to Issues that are similar to severity level "Medium" with the exception that for severity level "Low" only one User is exposed to the malfunction.

Severity level "Planning" – problems outside scope of Standard Support responsibility.

PART 2 – PROFESSIONAL SERVICES (APPLICABLE IF IMPLEMENTATION IS PROVIDED DIRECTLY BY SYNCRON)

3. STANDARD TERMS OF PROFESSIONAL SERVICES

If CUSTOMER terminates an assignment for Professional Services to be performed by SYNCRON hereunder, SYNCRON upon termination will be entitled to a termination fee equal to the prevailing fees for the individual consultant engaged for the assignment for a period of 30 working days. The termination fee will be paid to SYNCRON in addition to the fees accrued up to the effective date of termination.

In accordance with industry practice, travel time, travel expenses, accommodations and allowances are not included and will be compensated with actual costs. Travel time during normal working hours is compensated with full hourly fees, whilst travel time outside normal working hours is compensated with half the hourly fee. CUSTOMER will approve all travel expenses beforehand.

4. SCOPE AND LIMITATIONS OF PROFESSIONAL SERVICES

The following scope and limitations apply to Professional Services:

4.1 Implementation and Installation

The scope and activities of the Professional Services are:

a) Definition Workshop

A 1-day definition workshop. In the workshop an introduction to SaaS Solution is given and all details related to the detailed parameter settings are

agreed. In this workshop the detailed information needed for Interface(s) is agreed.

Syncron deliverable: concept and functionality in scope document (CFS) description on how the system will be set up, a project plan, and an

action / issue log.

b) Configuration

SYNCRON will configure accurate system parameters and settings according to what is agreed in the definition workshop.

Syncron deliverable: SaaS Solution configured in accordance with agreed CFS.

c) File validation

Three file validations per interface are included in the scope. Further validations will be charged on a time and material basis.

Syncron deliverable: Three validations per interface

In case the Customer uses Acumatica or Visma Connector (as specified in Order Form) the following section applies:

c) Integration

The Connector is built into the SaaS Solution and transfers data between the SaaS Solution and CUSTOMER's Acumatica/Visma instance via

Acumatica's /Visma's API. The SaaS Solution will be configured to transfer data between CUSTOMER Acumatica/Visma instance and the SaaS

Solution.

Syncron deliverable: *Connector installed*

d) Data loading

Data loading will be performed once the information in the interface file is considered correct and once it is proven that the information can be

transferred at a reoccurring basis according to the defined integration schedule.

Syncron deliverable: SaaS Solution loaded with data

In case CUSTOMER uses Acumatica or Visma Connector (as specified in Order Form) the following section applies:

d) Data loading

SaaS Solution will be loaded with data from Acumatica/Visma.

Syncron deliverable: SaaS Solution loaded with data

e) User Acceptance Phase One & Basic User Training

User Acceptance Testing Phase One focuses on validating the data in SaaS Solution that arrives from the ERP / business system. To support this the project scope includes half a day of basic user training, and half a day of guided testing. Basic user training teaches users how to log into SaaS Solution and navigate around the most important screens in order to validate the data supplied from the ERP / business system. The basic training, and guided testing sessions should be run on consecutive days.

Syncron Deliverable: Half a day of basic user training, and half a day of guided data validation.

f) User Acceptance Phase Two & User Training

User Acceptance Testing Phase Two focuses on validating the results calculated by SaaS Solution, including forecasts, order levels, order quantities etc. To support this process the project scope includes 1 day of user training and 1 day of results validation support. The User Training will cover SaaS Solution fundamental calculations, and how to operationally work with SaaS Solution to place orders ("Day in the Life of a User").

Syncron deliverable: One day of user training and up to one day of results testing support.

g) Super User training

A half-day of super user training is included in the project scope once the system is live and up and running. The training includes a presentation of SaaS Solution Parameters and how they will affect the calculations.

Syncron deliverable: A half-day super user training

h) Project Closure

Once the system is set up a formal closing of the project will take place when the first output files are loaded into the CUSTOMER ERP (or into Acumatica/Visma if it is the case).

i) Hyper-Care

Post project closure SYNCRON will provide four (4) * 1-hour sessions, run one per week post go-live to review orders and issues.

Syncron deliverable: 4 * 1-hour sessions

j) Project Management

SYNCRON will provide and maintain a project Action / Issue Log, and a Project Plan. These documents will be reviewed in weekly, 30 min, project progress meetings run throughout the implementation.

Syncron Deliverable: Maintaining Action / Issues Log and Project Plan. Weekly, 30-min project review meetings.

k) Technical Integration to the ERP

If CUSTOMER is using an integration connector provided by SYNCRON then SYNCRON will set up and configure for the connector for a single instance of the CUSTOMER's ERP.

Syncron Deliverable: A set up of the integration connector for a single instance of CUSTOMER's ERP.

The form (onsite or online) of the sessions (as described above, e.g., in point e), f), g), h), i), and j)) will be decided between the parties, however SYNCRON will take final decision in case the session should be held online.

4.2 Assumptions and responsibilities

The following activities are performed by CUSTOMER only. The activities are not included in the project scope of the services performed by SYNCRON.

If CUSTOMER is using an integration Connector provided by Syncron (as specified in Order Form), CUSTOMER is responsible for providing ERP access necessary for the Connector to read data from, and write orders to CUSTOMER ERP. CUSTOMER is responsible for the quality of data in the ERP. CUSTOMER agrees that ordering a Connector is not contingent on delivery of any future functionalities or features to the Connector. Any customizations of Connector are not included in the Annual SaaS Fee and any related work will be charged extra.

If CUSTOMER is responsible for the integration between ERP and SaaS Solution then the CUSTOMER is responsible for providing Interface files according to agreed format, hence also the validation needed to ensure the quality. CUSTOMER is responsible for ensuring that the interface files are transferred respectively fetched at the agreed FTP location according to agreed file schedule.

CUSTOMER is responsible for testing the system and verifying that it meets agreed setup from the initial workshop. CUSTOMER will assign a project manager that will be responsible for ensuring that there are sufficient resources from CUSTOMER side. CUSTOMER Project Manager is responsible to gather all system related questions that may appear during the duration of the project and direct those questions at the defined workshop and training sessions. The CUSTOMER resources will perform the activities set out to be performed by the CUSTOMER as well as participating in the agreed workshops. All activities outside the project scope will be charged for by SYNCRON on time and material basis.

If SYNCRON is part of performing activities that CUSTOMER is responsible for or if SYNCRON has to perform extra work as a consequence of CUSTOMER not assigning sufficient resources to the project, SYNCRON will charge CUSTOMER for the extra work and activities on time and material basis.

5. PROFESSIONAL SERVICES FEE

Final Professional Services Fee for Professional Services to be provided by SYNCRON as stipulated by this Part 2 and by Order Form, estimation of which is presented in Order Form, will be calculated on time and material basis as per the rates presented in Order Form.

6. BINDING FORCE

This Exhibit, forming integral part of the Agreement, shall be deemed valid, effective and binding upon the Parties solely by the fact of its incorporation by reference in an applicable Order Form or other similar document. Both Parties acceptance of the Order Form (or similar document) containing a reference to this Exhibit constitutes acceptance of this Exhibit and its appendices (if applicable), without the necessity to put parties' written signatures in the body of this Exhibit and its appendices (if applicable).

On behalf of CUSTOMER
Customer's acceptance of the Order Form shall constitute its agreement to enter into and be bound by this Exhibit.

On behalf of SYNCRON
Syncron's acceptance of the Order Form shall constitute its agreement to enter into and be bound by this Exhibit.