
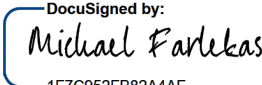


**ORDER FORM****Effective Date:** July 1, 2020**Pilot Term:** July 1, 2020 through October 31, 2020**Initial Term:** November 1, 2020 through February 28, 2022**E2open Contract Number:** 048807**Hub:** TDEM-Emergency Response

This Order Form incorporates the terms of the Master Services Agreement dated June 30, 2020 (“**Agreement**”) between E2open, LLC (“**E2open**” or “**Vendor**”) and the entity identified below (“**Customer**”). Customer hereby orders from E2open the Services identified in this Order Form. In the event of a conflict between this Order Form and the Agreement, the terms in this Order Form shall control. Capitalized terms have the same meaning as stated in the Agreement.

This Order Form is voidable by E2open if not executed by Customer and returned to E2open by July 13, 2020.

<b>Customer: Texas Division of Emergency Management</b>	<b>E2open, LLC</b>	
Billing Address: 1033 La Posada Drive Austin, TX 78752	Address: 9600 Great Hills Trail, Suite 300E Austin, Texas 78759 USA	
Billing Contact: Darren Roberson	Attention: Legal Department	
Billing Phone Number: 512-424-7856	Phone Number: +1 (512) 425-3500	
Billing Email Address: <a href="mailto:tdem.omb@tdem.texas.gov">tdem.omb@tdem.texas.gov</a>	Email for Purchase Orders: <a href="mailto:billing@e2open.com">billing@e2open.com</a>	
Email for Contract Execution: <a href="mailto:Suzannah.jones@tdem.texas.gov">Suzannah.jones@tdem.texas.gov</a>	Email for Contract Execution: <a href="mailto:michael.farlekas@e2open.com">michael.farlekas@e2open.com</a> with a copy to <a href="mailto:contracts@e2open.com">contracts@e2open.com</a>	
Name: Suzannah Jones	Name: Michael Farlekas	
Title: Deputy Chief	Title: Chief Executive Officer	
Date: 2020-Jul-10	Date: 2020-Jul-10	
Signature:  DocuSigned by: 07AFBC833F3B4A3...	Signature:  DocuSigned by: 1F7C952FB82A4AF...	Reviewed by Contracts DS EO

**TABLE 1 SUBSCRIPTION SERVICES**

SKU	Product	Unit of Measure	Committed Quantity	Subscription Fee	
				Pilot Term	Initial Term
<b>Supply Management</b>					
LI-SM-POC	Purchase Order Collaboration	Spend (\$B)	1	No Charge	Included
LI-SM-IC	Inventory Collaboration	Spend (\$B)	1	No Charge	Included
<b>Customer Connections</b>					
LI-NA-ANA	Analytics	Instance	1	No Charge	Included
<b>Service Levels</b>					
LI-SL-CS-SLA 1	Customer Service 1 (Essential) (Exhibit B)	Instance	1	No Charge	Included
LI-SL-APP-SLA 1	Application Uptime SLA 1 (Essential) (Exhibit B)	Instance	1	No Charge	Included
<b>SUBSCRIPTION FEE</b>				<b>No Charge</b>	<b>\$133,000</b>

**TABLE 2 PROFESSIONAL SERVICES**

SKU	Product	Estimated Hours	Rate	Estimated Fee
LI-PS-T&M	Professional Services – Time & Materials during the Pilot Term (Exhibit A)	240 hours	\$195	\$46,800
<b>ESTIMATED PROFESSIONAL SERVICES FEES</b>				<b>\$46,800</b>

**TABLE 3 BILLING SCHEDULE**

Billing Schedule	Invoice Date	Payment Due Date	Amount
Subscription Fee for the Initial Term November 1, 2020 – February 28, 2022	September 15, 2020	October 15, 2020	\$133,000
Estimated Professional Services Fee	Monthly in Arrears	see Terms and Conditions 3	\$46,800

**PURCHASE ORDER INFORMATION**

Is a Purchase Order Required for the purchase or payment of Services on this Order Form?  No  Yes – please complete below

<b>Purchase Order Number</b>	N/A	<b>Purchase Order Amount</b>	N/A
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**ORDER FORM****TERMS AND CONDITIONS**

1. **Termination.** This Order Form is non-cancelable subject only to termination for cause rights as set forth in the Agreement.
2. **Renewal.** Upon expiration of the Pilot Term, the Initial Term will immediately commence. Upon expiration of the Initial Term, this Order Form will automatically renew for successive 1-year periods (each a "**Renewal Term**" and together with the Pilot Term and Initial Term, the "**Term**"), unless either party gives the other party written notice of non-renewal at least 60 days prior to the expiration of the Term.
3. **General.** All values in US Dollars. Unless a fixed date is identified in the Billing Schedule, payments are due net 30 days from invoice date. Invoices are non-cancelable and payments are non-refundable.
4. **Professional Services Terms.**
  - (a) *Invoicing.* Fees and Expenses, if any, will be invoiced as set forth in the Billing Schedule.
  - (b) *Expenses.* Customer agrees to reimburse E2open for Expenses incurred in providing Professional Services.
  - (c) *Additional Professional Services.* If E2open provides all the Professional Services invoiced in the Billing Schedule, and Customer requires additional Professional Services (either during the Pilot Term or the Initial Term), Customer agrees to issue a new purchase order or execute a change request for the additional Professional Services at the hourly rate in Table 2.
5. **Administrators.** Customer will be provided access to the Subscription Services via Customer's initial designated administrator(s). The following individuals are Customer's initial designated administrators and will be provided administrative rights via User ID's and passwords sent by email from E2open Global Support.

Role	Name	Email Address
Business Contact	Quenya Evans	<a href="mailto:Quenya.evans@tdem.texas.gov">Quenya.evans@tdem.texas.gov</a>
Technical Contact	Alex Abdun-Nabi	<a href="mailto:Alex.Abdun-Nabi@tdem.texas.gov">Alex.Abdun-Nabi@tdem.texas.gov</a>

6. **Spend Restriction.**
  - (a) *Definition.* "**\$B Spend**" means the amount spent on goods and services that flow through the applicable Subscription Services for each contract year, as measured in billions of US dollars.
  - (b) *Restriction.* Subscription Services with a Unit of Measure of \$B Spend are limited to the Committed Volume in Table 1 (Subscription Services) and the Annual Subscription Fee has been set accordingly. An increase in \$B Spend will result in additional fees. The limitation value of \$B Spend is indivisible, unique to Customer, and no portion of may be assigned. No fee adjustments or refunds will be made if \$B Spend decreases.
  - (c) *Report.* Customer will furnish E2open with a forecasting report of the \$B Spend, in writing and certified by an officer, within 30 days of the end of each Year of the Initial Term or any Renewal Term. If \$B Spend has increased, additional fees will be due and payable for the overage, and the Annual Subscription Fee for future contract years will be increased accordingly.
  - (d) *Audit.* E2open may audit Customer's use of the Subscription Services to ensure that Customer is compliant with the \$B Spend limitation. Audits will be conducted during regular business hours, will not unreasonably interfere with Customer's business activities, and will be compliant with Customer's reasonable security procedures. Customer will provide E2open with access to the relevant records and facilities. If an audit reveals that Customer has exceeded the \$B Spend limitation, then E2open will invoice Customer, and Customer will promptly pay E2open any underpaid fees based on E2open's price catalog in effect at the time the audit is completed. If the total actual \$B Spend exceeds 10% of the spend limitation, then Customer will also reimburse E2open for the reasonable costs of conducting the audit.

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**STATEMENT OF WORK**

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**EXHIBIT A****STATEMENT OF WORK ("SOW")**

E2open will provide Professional Services for Customer's Emergency Response Solution (ERS). The purpose of this SOW is to ensure that adequate support resources are available to fulfill Customer's support requests in a streamlined manner. Professional Services will be governed by work requests created by Customer and submitted to E2open in writing. E2open will approve in writing prior to any work beginning. Work requests will be governed under the following methods:

- Customer's team to provide the set of requirements to Customer's Authorized IT contact for E2open
- E2open point of contact for Customer's enters detailed requirements in tracking system
- E2open proposes solution, level of effort and timeline required to meet the requirements
- E2open and Customer program management meets weekly to review support requests and align on priorities and timeline
- Customer has the flexibility to prioritize efforts as desired
- This Order Form and the Professional Services described herein apply only to Customer's ERS deployment as of the Effective Date of this Order Form

Applicable activities of Professional Services:

1. On-site liaison for program level coordination of ERS across State of Texas and E2open technical teams
2. New automatic machine-to-machine feed-in to be consumed in the E2open platform and ongoing support
3. Existing feed-out / report configuration/logic changes – adding new data elements, modifying existing data elements, new filters etc.
4. Creation / modifications changes to UI / screens / views in any of the Services as requested specifically for Customer
5. Integration changes to the current setup – SSO, Integration Layer, AS2, SFTP etc. as requested specifically for Customer
6. Onboarding support for trading partners
7. Upgrade support and move to Production Application Support Activities
8. Application Design and Configuration (incremental changes to existing solutions subscribed by Customer as of Effective Date of this Order Form)
9. Application Testing
10. Customer Success production support supplemental needs
11. Customer technical team ad-hoc assistance/training
12. Documentation updating to support Customer standards
13. Other activities consistent with supporting existing solutions

**SERVICE LEVEL AGREEMENT****EXHIBIT B****SERVICE LEVEL AGREEMENT (“SLA”)**

This Service Level Agreement (“SLA”) details the customer support offered by E2open on production environments of the Subscription Services identified on an Order Form that expressly incorporates this SLA by reference. This SLA includes information about all E2open Support offerings. Refer to the Order Form for the level selected by Customer.

**1. DEFINITIONS**

The following terms have the meanings set forth below. All initial capitalized terms in this SLA and not defined herein have the respective meanings given to them in the Order Form or Agreement.

“**Acknowledgement**” means a notification of issue and assignment of issue tracking number (Response)

“**Customer Authorized Personnel**” means Customer’s internal help desk or authorized personnel.

“**E2open CSP**” means E2open’s Customer Support Portal. E2open CSP is a web-based, automated customer support ticketing system that enables Customer Authorized Personnel, via the web, to submit a ticket, research the status of a ticket and review posted Knowledge base articles.

“**Elite**” means E2open’s highest support offering with true proactive support from dedicated access experts and a range of success services. Additional fee applies.

“**Emergency Maintenance**” means maintenance performed outside the normal Scheduled Maintenance period.

“**Essential**” means E2open’s standard support offering, included in the Annual Subscription Fee.

“**Excused Downtime**” means the total number of minutes in a month that the Subscription Services in Production are unavailable resulting from exclusions in Section 7.2 (Exclusions).

“**Follow-Up**” means the time interval between status updates (based upon the last communication on an issue).

“**Maintenance**” means all activities E2open deems necessary, in its sole discretion, to provide the Subscription Services to Customer in accordance with this SLA, including but not limited to code changes/upgrades, system configuration changes, hardware/firmware upgrades, and other similar maintenance activities.

“**Outage**” means the number of minutes that Subscription Services in Production are unavailable to Customer, excluding Excused Downtime.

“**Premier**” means E2open’s higher level of support offering with more extensive support services. Additional fee applies.

“**Production**” means when Subscription Services are running in the production environment.

“**Required Monthly Availability**” means the total number of minutes in a month, minus Excused Downtime for that month.

“**Scheduled Maintenance**” has the same meaning as set forth in Section 5.1 (Scheduled Maintenance).

“**Service Credit**” means the credit available to Customer described in Attachment 1. The Service Credit for any month will not exceed the monthly straight-line amortization of the Annual Subscription Fee paid by Customer for that month.

“**Trading Partner Technical Contacts**” means the designated technical contacts at each of Customer’s trading partners.

“**Uptime**” means Required Monthly Availability minus Outages, divided by Required Monthly Availability multiplied by 100.

**2. E2OPEN SUPPORT RESPONSE COMMITMENT**

E2open Support is only available for Production. All issues must be reported to the E2open Support by Customer Authorized Personnel in accordance with the instructions in Section 3 (Entitlement) to facilitate timely support, proper classification and direction of the issue to the appropriate team for resolution. Issues are classified under five severity levels as shown in TABLE 1. An E2open Support representative and Customer Authorized Personnel will jointly determine the severity level based on the description provided by Customer. All submissions via the E2open CSP will be treated as Severity 3; for Severity 1 and Severity 2 incidents, phone contact is required (Only applicable for Premier and Elite customers). Once a case is created, E2open will use commercially reasonable efforts to respond to or notify Customer as detailed in Attachment 1. E2open’s success in replicating and resolving issues will depend on Customer supplying E2open with accurate, complete, and detailed information. E2open will set a new severity level as new information becomes available and notify Customer of such changes. If Customer disagrees with the new severity, Customer can request a change to the severity level, providing a description of the impact on its business operations. The E2open Support representative and Customer Authorized Personnel will jointly set a new severity level upon Customer’s request.

**TABLE 1. E2OPEN ISSUE SEVERITY DEFINITIONS**

<b>Business Impact</b>	<b>Description</b>	<b>Definition</b>
Fatal - Severity 1	Production system down	Business operations halted and Users are unable to complete daily operations. Must affect multiple sites or multiple Users.
Critical - Severity 2	Severe functionality loss	Key business functions cannot be performed
Important - Severity 3	Limited functionality	Issue limits minor business operations
Minor - Severity 4	Service Request	Service request which is not a production issue
Enhancement - Severity 5	Feature enhancement	Customer feedback regarding improvement to existing functionality

**3. ENTITLEMENT**

Support is available to Customer Authorized Personnel only. Customer will provide E2open with the names of Customer Authorized Personnel up to the limit as detailed in Attachment 1, and may change the names upon prior written notice to E2open. For issues related to B2B connectivity, a

## **SERVICE LEVEL AGREEMENT**

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maximum of 2 designated Trading Partner Technical Contacts may contact E2open Support directly. Customer will provide E2open with the names of Trading Partner Technical Contacts and may change the names upon written notice to E2open. Technical inquiries received by Customer from Trading Partner Technical Contacts can be referred to E2open Support for assistance. Inquiries received by E2open from Customer Authorized Personnel and Trading Partner Technical Contacts related to business aspects, data quality, and/or errors generated by Customer's systems will be referred by E2open to Customer's help desk. Customer Authorized Personnel and Trading Partner Technical Contacts will become sufficiently familiar with the Subscription Services to perform diagnostics, troubleshooting, and problem isolation before engaging E2open Support for assistance. Support is not available to other Customer or Trading Partners Users.

### **4. SUPPORT METHODOLOGY**

Users will contact Customer's internal help desk for Level 1 support. If Customer's internal help desk cannot resolve the issue, the problem will be escalated by Customer Authorized Personnel to E2open Support. A ticket will be opened in the E2open CSP. In all communications between the parties, both E2open and Customer Authorized Personnel will identify issues by the E2open ticket number. E2open will communicate Follow Ups to the original requester via email or E2open CSP. In the case of data transmission errors caused by missing or incorrect data or improperly formatted messages, an exception notice will be automatically sent by the Subscription Services via email to Customer Authorized Personnel and Trading Partner Technical Contact (if the Trading Partner originated the transmission error). It is the responsibility of the party originating the transmission error, whether Customer or Trading Partner, to fix the root cause of the data issue and replay the data transmission if necessary.

- 4.1 Telephone Support (Help Desk).** For Premier and Elite customers, severity 1 & 2 issues must be filed by telephone by Customer Authorized Personnel to ensure the response times set forth in Attachment 1. Phone support will be available through the E2open Support help desk as detailed in Attachment 1 in English. E2open Support phone numbers will be made available to Customer Authorized Personnel via the E2open CSP.
- 4.2 Customer Service Portal and E-Mail Support.** New Severity 3, 4, & 5 issues can be submitted following the Access and Methodology as outlined in Attachment 1. E2open will communicate Follow Ups to the original requester via email or E2open CSP. Customer Authorized Personnel may provide updates on existing cases to E2open Support via email.
- 4.3 Escalation Policy.** If Customer believes an issue merits additional attention, or if any response or Follow-Up time is not met as set forth herein, Customer Authorized Personnel may escalate the issue by contacting E2open Support and requesting a response from an E2open Support duty manager. If the Customer Authorized Personnel is not satisfied by the escalation response by E2open, they may request to contact E2open's Global Support Director.
- 4.4 Service Level Reviews and Reports.** E2open will execute Service Level Reviews and Reports as described in Attachment 1.

### **5. MAINTENANCE**

- 5.1 Scheduled Maintenance.** Scheduled Maintenance may be performed during the maintenance windows as defined in Attachment 1. Customer Authorized Personnel will act as a liaison between E2open Support and Users for Maintenance scheduling issues. Customer Authorized Personnel will be responsible for notifying Users of Scheduled Maintenance and exceptions. For exceptions to the schedule defined in Attachment 1, E2open will contact the Customer Authorized Personnel at least 5 business days in advance.
- 5.2 Staging Environment.** E2open will make commercially reasonable efforts to provide notice of any Maintenance which will result in the unavailability of the staging environment. Customer will provide E2open at least 2 weeks' notice if Customer requires the staging environment to be available for any critical user acceptance testing or training.
- 5.3 Unscheduled Emergency Maintenance.** E2open Support will notify Customer Authorized Personnel of any Emergency Maintenance in Production as soon as possible. Customer Authorized Personnel is responsible for notifying Users.
- 5.4 Maintenance of Customer's and Trading Partner's Systems.** Customer Authorized Personnel and Trading Partner Technical Contacts are responsible for notifying E2open of any scheduled and unscheduled maintenance activities on Customer's systems, or Trading Partner's systems, that may potentially impact the Subscription Services.

### **6. CUSTOMER DATA BACK-UP AND AVAILABILITY**

E2open will maintain back-up servers and telecommunications connections and maintain daily backups of Customer data on such backup servers. When Customer goes live on the Subscription Services in Production, E2open's contingency planning, equipment, and software and telecommunications connections will enable E2open to make the Subscription Services available from such backup servers in accordance with this SLA. Hot backups are performed each day on all machines providing RDBMS or using and storing dynamic content of Customer data without interruptions to the Subscription Services. The backups are available onsite for a minimum of 24 hours and a maximum of 72 hours, after which backups are placed onto backup media for offsite archival storage. Customer data will be backed up onto backup media for a period of 30 days, after which the backup media of archived Customer Data will be destroyed. Backup media are rotated for offsite vaulting at a secured Tier 1 secured offsite storage facility. Backup media are randomly restored onto staging/test servers for validation of both the backup procedure and the recovery procedure.

### **7. PRODUCTION AVAILABILITY**

- 7.1 Production Uptime.** E2open will use commercially reasonable efforts and the safeguards as stated in TABLE 2 to ensure that availability of the Subscription Services in Production meets the Uptime Objective defined in Attachment 1.

**SERVICE LEVEL AGREEMENT****TABLE 2. HIGH AVAILABILITY COMPONENTS**

Production safeguards for high availability within a single data center.

<b>Essential, Premier, and Elite</b>	
Redundant Systems	In the event of primary system failure, the E2open Systems Management Infrastructure immediately provides an alert of the failure, and the system is failed over to a standby system. E2open uses mirrored disks, redundant SAN arrays, and other technologies to ensure the integrity of customer data stored on production systems.  In the event of equipment failure, E2open maintains service contracts and on-site production spares for rapid equipment replacement.
Telco Grade Data Hosting	E2open data centers have state-of-the-art fire detection, suppression, and alarm systems. The centers are designed to meet or exceed seismic design requirements and are built above sea-level with no basements. They have tightly sealed conduits, moisture barriers on exterior walls, dedicated pump rooms, drainage/evacuation systems and moisture detection sensors. Redundant uninterruptible power supplies (UPS) and stand-by generator power supplies are on site in the event of a commercial power failure.
Backup and Off-site Data Storage	As defined in Section 6 (Customer Data Back-up and Availability)
Standard Disaster Recovery	In the unlikely event that information is lost or if available historical data needs to be retrieved, the E2open operations team can recall data stored at the secure off-site facility for recovery onto production systems.  Application software and full configurations are stored in E2open Application Manager, which can be used to rapidly replicate an entire production customer hub environment if needed due to equipment failure or other reasons. Backups of the application software and configurations are also stored in a secure offsite location.

- 7.2 Exclusions.** Excused Downtime includes Production unavailability due to circumstances outside of E2open's control, including but not limited to Production unavailability resulting from (a) Customer-provided content or programming errors; (b) system administration, commands, or file transfers performed by or for Customer or its Users which are not supported by the Subscription Services; (c) work or activities performed at Customer's request that require downtime; (d) denial of service attacks where E2open has taken commercially reasonable steps to prevent Outages from such attacks; (e) untimely Customer response time to incidents that require Customer participation for source identification and/or issue resolution; (f) Customer breach of its material obligations under one or more of the agreements between Customer and E2open; (g) failure of non-E2open managed Customer or User hardware or software; (h) Scheduled Maintenance as defined in Section 5.1 (Scheduled Maintenance) and Attachment 1; or (i) Emergency Maintenance that has been authorized by Customer in advance as Excused Downtime.
- 7.3 Service Credit.** If Customer notifies E2open within 10 business days after Customer experiences a confirmed Outage, Customer is entitled to receive a Service Credit as set forth in Attachment 1. Service Credits will be issued by E2open against the next related Annual Subscription Fee invoice for Subscription Services submitted to Customer following Customer's notification to E2open of the Outage. E2open and Customer agree that Service Credits are liquidated damages and that such Service Credits will constitute Customer's sole and exclusive remedy with respect to the Outages for which the Service Credits are related.

**8. SOLUTION AVAILABILITY MEASUREMENT**

E2open uses several methods to monitor the Subscription Services availability, including internal monitoring and testing the network from outside the E2open network. Customer may retrieve the SLA report reflecting availability via E2open CSP real time.

**9. PRODUCT ENHANCEMENTS**

E2open issues 4 releases per year to innovate and improve the performance of the products and end-to-end solutions. E2open encourages Customer to stay current on the E2open platform. To balance upgrade costs and benefits, E2open recommends Customer upgrade no less frequently than every 3 years and no more frequently than annually. Regardless of SLA, Customer is entitled to E2open's current release with no additional subscription cost.

**SERVICE LEVEL AGREEMENT****Attachment 1**

<b>Contract Terms</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>
Uptime Objective	99.5%	99.7%	99.9%
<b>Access and Methodology</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>
Initiate Support Cases	Portal Only	Portal + telephone for critical issues	Portal + Email + telephone for critical issues
Authorized Support Personnel	4	20	50
Live Chat		√	√
<b>Support Availability</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>
Coverage Hours	8/5	24/5	24/7
Annual Support Case Limits	30 <sup>1</sup>	Unlimited	Unlimited
Priority Support			Yes
24x7 Access to Support Portal	√	√	√
<b>Support Responses</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>
Acknowledgement for Severity 1 Case	8 hours	1 hour	15 mins
Acknowledgement for Severity 2 Case	16 hours	1 hour	30 mins
Acknowledgement for Severity 3 Case	24 hours	3 hours	1 hours
Acknowledgement for Severity 4 Case	Upon assignment	Upon assignment	3 hours
Acknowledgement for Severity 5 Case			5 hours
Follow up for Severity 1 Case	24 hours	2 hours	1 hour
Follow up for Severity 2 Case	48 hours	4 hours	2 hours
Follow up for Severity 3 Case	96 hours	48 hours	24 hours
Follow up for Severity 4 Case	Upon agreement		
Follow up for Severity 5 Case			
Resolution Objective for Severity 1 Case	24 Hours, with continuous effort until recovery or implementation of interim remedy	4 Hours, with continuous effort until recovery or implementation of interim remedy	1 Hour with continuous effort until recovery or implementation of interim remedy
Resolution Objective for Severity 2 Case	72 Hours or implementation of interim remedy as agreed to between Customer and E2open	24 Hours or implementation of interim remedy as agreed to between Customer and E2open	8 Hours or implementation of interim remedy as agreed to between Customer and E2open
Resolution Objective for Severity 3 Case	Next scheduled patch release, or implementation of interim remedy as agreed to between Customer and E2open		
Resolution Objective for Severity 4 Case	Upon agreement between Customer and E2open (additional fees may apply for enhancements)		
Resolution Objective for Severity 5 Case			
Customer Success Manager Coverage (CSM)	None	1 to N	1 to 1
On-premise Customers - Virtual Health Check		Annual	Semi-annual
Executive Sponsor			Yes
Customer online knowledge base	Text	Text	Text & Video
E-bonding			√

<sup>1</sup> If Customer exceeds this limit, E2open will charge Customer \$185 USD per case. E2open will invoice Customer annually in arrears and Customer will remit payment as set forth on the Order Form.

**SERVICE LEVEL AGREEMENT****Attachment 1 – Cont.**

<b>Access and Methodology</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>		
Service Level Reviews	All reports are available online via E2open CSP	E2open will schedule monthly support review with Customer Authorized Personnel, covering open tickets and support focus area.	E2open will schedule monthly support review with Customer Authorized Personnel, covering open tickets and support focus area. E2open will also schedule quarterly business review covering service performance to the SLA, major issues and their resolution, upcoming revisions and strategic planning.		
Support Specialist			E2open will train an E2open Support Engineer on the business processes and error messages used in the Customer Subscription Services.		
Root Cause Analysis Reporting	In the event of an Outage, E2open shall provide Customer a preliminary root cause analysis summary within 14 business days of the resolution of the issue.	In the event of an Outage, E2open shall provide Customer a preliminary root cause analysis summary within 5 business days of the resolution of the issue.	In the event of an Outage, E2open shall provide Customer a preliminary root cause analysis summary within 2 business days of the resolution of the issue.		
<b>Scheduled Maintenance</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>		
Maintenance Windows	At E2open's discretion, E2open may perform maintenance maximum of 4 hours per week, on Saturday from 10:00 am to 2:00 noon Central Time.  In addition, during the first two weeks of the second calendar month of each calendar quarter, E2open will be allowed to perform a maximum of 4 hours of quarterly common infrastructure maintenance.		No regular maintenance except for Subscription Services upgrades of which such upgrades and scheduling of regular maintenance for upgrades will be agreed by the parties.  E2open will be allowed to perform a maximum of 4 hours of quarterly common infrastructure maintenance during the first two weeks of the second calendar month of each calendar quarter.		
<b>Performance and Service Credits</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>		
Service Credits	Equal to the monthly straight-line amortization of the Annual Subscription Fee for the applicable month of occurrence paid by Customer multiplied by the difference between actual Uptime and the Uptime Objective.	<u>Performance</u>	<u>Service Credit %</u>	<u>Performance</u>	<u>Service Credit %</u>
		>=99.70%	0%, no Service Credit	>=99.90%	0%, no Service Credit
		<=99.69% - >99.0%	5%	<=99.89%	10%
		<=99.0%	10%	<99.70%	20%
<b>Product Enhancements</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>		
Product alerts and announcements	Unlimited	Unlimited	Unlimited		
Service packs	Unlimited	Unlimited	Unlimited		
Input into future product development	No	Yes	Yes		
Product roadmap reviews		Biannual	Quarterly		
<b>Continuous Improvement</b>	<b>Essential</b>	<b>Premier</b>	<b>Elite</b>		
Complimentary Leaders Forum passes		2 per year	3 per year		
Priority Scheduling at Leaders Forum			√		
Executive Meeting or Symposium Invitation			1 Per Conference		
E2open User Group membership		√	√		
Special Interest Group (SIG) membership		√	√		
E2open Training		5% Discount	15% Discount		