

(j) The term "Performance Goals" shall mean the one or more goals established by the Committee based on one or more Performance Criteria pursuant to Section 7 for the purpose of measuring performance in determining the amount, if any, of an Award for a Performance Period.

(k) The term "Performance Formula" shall mean, with respect to a Performance Period, the one or more objective formulas established by the Committee pursuant to Section 7 and applied against the Performance Goals in determining whether and the extent to which Awards have been earned for the Performance Period.

(l) The term "Performance Period" or "Period" shall mean, with respect to which a particular Award may be made under the Plan, the Company's fiscal year or any other period designated by the Committee for the purpose of measuring performance against Performance Goals.

(m) The term "Retirement" shall mean for a U.S. Participant (i) hired or rehired prior to January 1, 2004, that the Participant has met the minimum age and service requirements for early or normal retirement under the General Retirement Plan or (ii) hired or rehired on or after January 1, 2004, that the Participant is at least age 55 with ten or more years of continuous service or is age of 65 or older with five or more years of continuous service. For a non-U.S. Participant, as retirement is defined by the Company or law in that region. The chief people and employee experience officer of the Company (or such individual holding comparable roles in the event of a restructuring of positions or re-designation of titles) shall have the binding authority to determine how many years of continuous service a Participant has at any given time.

(n) The term "Section 16 Person" shall mean any employee who is subject to the reporting requirements of Section 16(a) or the liability provisions of Section 16(b) of the Securities Exchange Act of 1934, as amended.

(o) The term "Subsidiary" shall mean (i) any corporation a majority of the voting stock of which is owned or controlled, directly or indirectly, by the Company or (ii) any limited liability company a majority of the membership interest of which is owned or controlled, directly or indirectly, by the Company.

(p) The term "Target Award" shall mean, with respect to a Performance Period, the Target Award amount established for each applicable leadership level, band, division or other group of participants by the Committee pursuant to Section 6 hereof.

(q) The term "Termination of Employment" shall mean, subject to Section 13, the cessation of a Participant's employment relationship with the Company or a Subsidiary such that the Participant is determined by the Company to no longer be an Employee of the Company or such Subsidiary, as applicable; *provided, however*, that, unless the Company determines otherwise, such cessation of the Participant's employment with the Company or a Subsidiary, where the Participant's employment for the Company continues at another Subsidiary, shall not be deemed a cessation of employment or service that would constitute a Termination of Employment; *provided, further*, that a Termination of Employment shall be deemed to occur for a Participant employed by a Subsidiary when the Subsidiary ceases to be a Subsidiary unless such Participant's employment continues with the Company or another Subsidiary. The chief people and employee experience officer of the Company (or such individual holding comparable roles in the event of a restructuring of positions or re-designation of titles) shall have the binding authority to determine whether a Participant has had a cessation of his or her employment with the Company or a Subsidiary.

3. Effective Date. This amendment and restatement of the Plan shall be effective as of January 1, 2023.

4. Administration.

(a) Committee is the Administrator. The Plan shall be administered by the Committee and anyone acting pursuant to authority assigned by the terms of the Plan or delegated by the Committee. The members of the Committee shall be appointed from time to time by, and serve at the pleasure of, the Board of Directors. All decisions of the Committee, and its assignees or delegees, shall be final, conclusive and binding upon all parties, including the Company, its stockholders and Participants and any beneficiaries thereof.