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SUPPORT AND MAINTENANCE SERVICES

1. Definitions

Terms used in this Appendix have the meaning given to them in Section 15 of the MSA. Product-specific terms have the meaning given to them in the respective incorporated Terms of Use.

2. Scope of Services

Subject to the other provisions of the MSA, upon purchase of the Software BRYTER shall provide the following Support and Maintenance Services during the applicable Subscription Term:

(i) assisting Customer with questions regarding the use of the Software;

(ii) providing new versions of the Software in accordance with the provisions below; and

(iii) processing Support Requests.

Response Times and support channels are set out in the respective incorporated Terms of Use.

3. Customer's Obligations to Cooperate

Customer's cooperation is essential for the proper provision of the Support and Maintenance Services. To enable BRYTER to perform, Customer undertakes:

(i) to inform BRYTER without undue delay via the Ticketing System when an Error occurs;

(ii) to ensure that the Error can be reproduced by BRYTER without the use of special or customized software versions; where necessary, Customer shall assist BRYTER in reproducing the Error or describe it as precisely as possible if reproduction is not possible;

(iii) when reporting an Error, (a) to provide BRYTER with all information required to remedy the Error and to assist with its remedy, and (b) to inform BRYTER of any changes in the use of the Software or other relevant circumstances;

(iv) to implement BRYTER's proposals for remedying Errors, provided this is commercially reasonable.

4. Excluded Services

The following services do not form part of the Support and Maintenance Services:

(i) support or maintenance relating to Customer's infrastructure or premises;

(ii) development of software programs with functions beyond those described in the Documentation;

(iii) programming services for integrating the Software into products of Customer or third parties;

(iv) support or maintenance relating to Downtime resulting from disruptions, model changes or other unavailability of Third-Party Services;

(v) support for customizations or extensions of the Software developed by Customer;

(vi) Support and Maintenance Services for AI functionalities integrated into the Software (including BEAMON AI), in particular in the event of model changes, the exhaustion of Credits and restrictions due to Excessive Use, erroneous Output due to the probabilistic behaviour of large language models (so-called hallucinations) or other model-typical behaviour; no resolution times are guaranteed for AI-related functionalities; Response Times set out in the incorporated Terms of Use remain unaffected;

(vii) support in connection with the exhaustion of Credits or restrictions due to Excessive Use and with the consequences of reaching such limits;

(viii) onboarding and training of Customer's employees in the use of the Software;

(ix) recommendations for the optimal use of the Software;

(x) remedying and advice on operating errors resulting from non-compliance with the operating conditions set out in the Documentation;

(xi) development of use cases or Applications for Customer and assistance with questions regarding the architecture of such use cases or Applications (relevant in particular to BRYTER Workflows);

(xii) customer-specific work that is already the subject of a separate SOW;

(xiii) debugging of Applications and/or Modules (relevant in particular to BRYTER Workflows);

(xiv) answering questions about BRYTER's product planning (roadmap);

(xv) support for services of the Software provided free of charge;

(xvi) services under Professional Services and, in particular for BRYTER Workflows, the BRYTER Virtual Training Program and Guided Building;

(xvii) all other services not expressly mentioned in this Appendix, in particular customer-specific customizations, programming, integrations, data recovery, support for add-ons or other

additional programs, installation services, analyses and error corrections resulting from use of the Software in breach of contract or from unauthorized modifications.

5. Ticketing System and Service Availability

(i) Subject to the other provisions of the MSA, upon purchase of the Software BRYTER shall process error reports and Support Requests submitted via the Ticketing System in accordance with commercially reasonable standards.

(ii) BRYTER shall endeavour to ensure a monthly Service Availability of the Software of 99.5%, applying commercially reasonable efforts.

6. Disaster Recovery

(i) Definitions

For the purposes of this Section 6, the following definitions apply:

"**Recovery Point Objective**" or "**RPO**" means the maximum tolerable period during which Customer Data may be lost as a result of a major incident or disruption, measured from the time of the last successful backup to the time of the outage.

"**Recovery Time Objective**" or "**RTO**" means the maximum tolerable period between the occurrence of a major incident or disruption and the restoration of the affected function of the Software to a state that enables Customer to resume normal operations.

"**Disaster Recovery Event**" means an unplanned outage of the Software that does not constitute Excluded Downtime and results in a complete loss of availability of the Software for all Authorized Users and End Users on the affected Tenant.

(ii) Recovery Objectives

BRYTER shall use commercially reasonable efforts to maintain disaster recovery capabilities for the Software that meet the following targets:

Metric	Target
Recovery Point Objective (RPO)	24 hours
Recovery Time Objective (RTO)	48 hours

The RPO and RTO targets set out in this Section 6 (ii) constitute BRYTER's operational objectives. BRYTER shall design, implement and operate its backup and disaster recovery

infrastructure so that these targets can be met under reasonably foreseeable disaster scenarios.

(iii) Scope and Exclusions

a. The recovery objectives under Section 6 (ii) apply to the core functionality of the Software as set out in the respective Order, including the storage and availability of Customer Data.

b. The recovery objectives under Section 6 (ii) do not apply to:

(1) AI Services (including BEAMON AI, BEAMON Assist and BEAMON Extract), which are subject to the restrictions under Section 4 (vi) and 4 (vii) of this Appendix and Section 10.6 of the MSA;

(2) Third-Party Services and all functions that depend on the availability of Third-Party Services;

(3) Excluded Downtime as defined in Section 15 of the MSA;

(4) Professional Services, Guided Building and the BRYTER Virtual Training Program; and

(5) Custom Actions or integrations developed by or on behalf of Customer.

(iv) Data Backup

BRYTER performs automated backups of Customer Data at intervals consistent with the RPO set out in Section 6 (ii). The backups are stored within the respective hosting region (EU or US as set out in the respective Order) at a location geographically separate from the primary production environment.

(v) Disaster Recovery Testing

BRYTER tests its disaster recovery procedures at least once per calendar year. Upon Customer's written request (no more than once per calendar year), BRYTER shall provide Customer with a written summary of the most recent disaster recovery test, including the date of the test and whether the RPO and RTO targets were met.

(vi) Notification

In the event of a Disaster Recovery Event, BRYTER shall:

a. notify Customer without undue delay, and in any event within four (4) Business Hours of becoming aware of the incident, using the contact details set out in the respective Order;

b. provide regular status updates at intervals of no more than four (4) hours until the affected function has been restored; and

c. provide Customer, within ten (10) Business Days of restoration, with a written incident report setting out the cause (to the extent known), the duration of the outage, the recovery point and recovery time actually achieved and the measures taken to prevent recurrence.

(vii) Persistent Breach

For the purposes of the definition of "Persistent Breach" in Section 15 of the MSA, a failure to meet the RTO set out in Section 6 (ii) in connection with a Disaster Recovery Event shall be deemed a failure to meet the Service Availability targets set out in Section 5 (ii) of this Appendix.

(viii) Relationship to Service Availability

Downtime resulting from a Disaster Recovery Event is taken into account when calculating Service Availability pursuant to Section 5 (ii) of this Appendix, subject to the exclusions set out in the definition of Excluded Downtime.