

Appendix 2

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“Support and Maintenance Services”

1. Definitions.

The capitalized terms used in this Appendix shall have the meaning as set forth in the Definitions (Appendix 1) to the MSA.

2. Scope

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

- i. support Customer with questions concerning the use of the Software in the process of development and in the operation of Applications;
- ii. make available new versions of the Software as outlined below; and
- iii. respond to Support Requests.

3. Customer’s responsibilities

Customer acknowledges that its cooperation is essential to the proper performance of Support and Maintenance Services by BRYTER. To enable BRYTER to provide Support and Maintenance Services, Customer agrees to the following:

- i. If an Error occurs, Customer will promptly inform BRYTER via the Ticketing System;
- ii. The Error must be reproducible by BRYTER without using a special, adapted or extended version of the Software. If necessary, Customer agrees to assist BRYTER in reproducing the Error. Should such a reproduction be impossible, the Error will be described by Customer as precisely as possible;
- iii. If an Error is reported, Customer will (a) provide BRYTER with the information requested to eliminate the problem and support BRYTER in eliminating the Error; and (b) inform BRYTER of any modifications it has made to its usage of the Software, or any other issues of which Customer is aware of; and
- iv. Unless it is commercially unreasonable to do so, Customer will implement suggestions from BRYTER on elimination of Errors.

4. Excluded services

Support and Maintenance Services under the MSA do not include and/or apply to any of the following:

- i. Support and maintenance services on Customer’s infrastructure and/or premises;
- ii. Development of software programs that have other functions than those described in the applicable Documentation;
- iii. Programming services to integrate the Software with products of Customer or Third Parties;
- iv. Support and maintenance services in relation to Downtime resulting from outages, model changes, or any other type of inoperability of Third-Party Services or parts thereof;
- v. Support of adaptations and extensions of the Software programmed by Customer;
- vi. Support and Maintenance Services do not apply to the AI functionalities integrated into the Software (including BEAMON AI), particularly in cases of model changes, token consumption limits, hallucinated output, and probabilistic behavior of LLMs. No guaranteed response or resolution time applies to AI Service-related functionality;
- vii. Support in connection with the enforcement of token consumption limits or consequences of reaching such limits is excluded from Support and Maintenance Services;
- viii. Introduction and training of Customer’s employees in the use of the Software;
- ix. Recommendation of action for the optimal use of the Software;

- x. Error correction and consulting services in case of operational Errors that are based on non-compliance with the operating conditions for the Software contained in the applicable Documentation;
- xi. Developing use cases and/or Applications for Customer, or answering questions on these use cases and/or Applications architecture;
- xii. Customized work already covered by a separate SOW;
- xiii. Debugging Applications and/or Modules;
- xiv. Answering questions about BRYTER's roadmap;
- xv. Any Software provided free of charge, including but not limited to access to the Sandbox.
- xvi. BRYTER Virtual Training Program, Guided Building and Professional Services;
- xvii. Any other services not specifically set forth herein, including, but not limited to, customization, programming, integration, recovery of data, support of Customer-specific adaptations or add-on programs and program components, support of modifications, installation, training, analysis or corrections of Errors caused by Customer's non-compliance with this Agreement or Documentation or unauthorized modifications.

5. Ticketing System and Service Availability

- a. Subject to each of the other provisions of the MSA, with the purchase of the Software, BRYTER will respond to queries submitted through the Ticketing System regarding Errors and Support Requests using commercially reasonable efforts.
- b. BRYTER will use commercially reasonable efforts to ensure a Service Availability of 99.5% per month for the Software.
- c. The use of AI Services is subject to daily token consumption limits as defined in the Master Service Agreement. If a Customer exceeds the daily consumption limit of 10,000,000 tokens per Tenant, BRYTER may restrict further access to the AI Services for that Tenant until the next calendar day. Such restrictions do not constitute Downtime and are excluded from the Service Availability calculation.