

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, consumption limits and restrictions due to Excessive Use, 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 consumption limits or restrictions due to Excessive Use, or with the 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

- i. 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.
- ii. BRYTER will use commercially reasonable efforts to ensure a Service Availability of 99.5% per month for the Software.
- iii. **Disaster Recovery**
- i. **Definitions**

For the purposes of this section 6:

"Recovery Point Objective" or "RPO" means the maximum tolerable period of time during which Customer Data may be lost due to a major incident or disaster, measured from the point of the last successful backup to the point of failure.

"Recovery Time Objective" or "RTO" means the maximum tolerable period of time between the occurrence of a major incident or disaster and the restoration of the affected functionality of the Software to a state that allows Customer to resume normal operations.

"Disaster Recovery Event" means an unplanned outage of the Software that is not an instance of Excluded Downtime and that results in a complete loss of availability of the Software for all Authorized Users and End Users on the affected Tenant.6.2. Recovery Objectives

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. represent BRYTER's operational objectives. BRYTER shall design, implement and maintain its backup and disaster recovery infrastructure so as to be capable of meeting these targets under reasonably foreseeable disaster scenarios.

iii. Scope and Exclusions

- a. The recovery objectives in section 6.ii. apply to the core functionality of the Software as described in the applicable Order, including the storage and availability of Customer Data.
- b. The recovery objectives in section 6.ii. do not apply to:

- i. AI Services (including BEAMON AI, BEAMON Assist and BEAMON Extract), which are subject to the limitations set out in sections 4.vi., 4.vii. of this Appendix and 12.5 of the MSA respectively;
- ii. Third-Party Services or any functionality dependent on the availability of Third-Party Services;
- iii. any Excluded Downtime as defined in Appendix 1 (Definitions);
- iv. Professional Services, Guided Building, BRYTER Virtual Training Program and BRYTER Sandbox; and
- v. any Custom Actions or integrations developed by or on behalf of Customer.

iv. Backup

BRYTER shall maintain automated backups of Customer Data at intervals consistent with the RPO set out in section 6.ii. Backups shall be stored in a geographically separate location from the primary production environment within the applicable hosting region (EU or US, as set out in the respective Order).

v. Disaster Recovery Testing

BRYTER shall test 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 4 Business Hours of becoming aware of the event, via the contact details set out in the applicable Order;
- b. provide regular status updates at intervals of no less than every 4 hours until the affected functionality has been restored; and
- c. following restoration, provide Customer with a written incident report within 10 Business Days, including the root cause (to the extent known), the duration of the outage, the actual recovery point and recovery time achieved, and the measures taken to prevent recurrence.

vii. Persistent Breach

For the purposes of the definition of "**Persistent Breach**" in Appendix 1 (Definitions), a failure by BRYTER to meet the RTO set out in section 6.ii. in connection with a Disaster Recovery Event shall count as a failure to meet the availability service level referred to in Appendix 1.

viii. Relationship to Service Availability

Downtime resulting from a Disaster Recovery Event shall be included in the calculation of Service Availability under section 5.ii of this Appendix, subject to the exclusions set out in the definition of Excluded Downtime.