

SUPPORT SERVICES AGREEMENT

This Support Services Agreement (SSA) is entered into between Eleqtus (referred to as the "Company") and the Client. This SSA outlines the Support Services provided by the Company to the Client and includes terms related to data protection and security to ensure compliance with global regulations, including the General Data Protection Regulation (GDPR). It is subject to the Company's current Standard Terms and Conditions and the Professional Services Agreement (PSA). In the event of any conflicts between this SSA and the Standard Terms and Conditions or PSA, this SSA shall prevail and govern.

1. Definitions

1.1 The following definitions apply to this SSA, with all other specific terms used herein having their meanings ascribed to them in the Company's Standard Terms and Conditions or PSA:

- "Business Hours" specify the hours during which support services are available, as outlined in the FSMA.
- "Client" refers to the legal entity defined in the Standard Terms and Conditions.
- "Company" denotes the Company, as defined in the Standard Terms and Conditions.
- "Company Time Zones" refer to the time zones observed by the Company, including CET (Central European Time), WET (Western European Time), GMT (Greenwich Mean Time), EST (Eastern Standard Time), CST (Central Standard Time), MST (Mountain Standard Time), and PST (Pacific Standard Time).
- "FSMA" represents the Full Service Maintenance Agreement, specifying terms of maintenance and support for software products under a single agreement.
- "Incident" or "Incidents" means a support incident isolated to a single issue or problem.
- "PSA" outlines terms and conditions related to Professional Services provided by the Company.
- "Service Desk" denotes the web application for entering tickets for Incidents and the dedicated Company personnel and resources responsible for receiving, logging, and resolving or providing workarounds for Incidents.
- "Service Requests" refers to a Client request for information, advice, changes to, or additional access to Subscription Services, or to report Incidents, for which additional charges may apply.
- "Support Services" encompass the services provided by the Company to the Client as described in this SSA, including those specified in a Support Services Order Agreement, and encompass services defined in the FSMA, including service level agreements, advisory services, escalation management, account management, standby services, travel time, and reimbursable expenses.
- "SSA" refers to this Support Services Agreement, governing the terms of support services provided by the Company to the Client.
- "TOM" outlines the specific Technical and Organizational Measurements implemented for secure and compliant processing of personal data by the Company when handling the Support Services, in accordance with data protection regulations.

2. Service Provision

2.1 The Company shall provide support services in accordance with the terms and conditions stipulated within an active FSMA.

2.2 The Support Services, as delineated in the FSMA and the pertinent Order Agreement, shall be executed in strict compliance with the provisions specified within the FSMA.

2.3 Any tasks related to the supplied Applications that fall outside the purview of addressing clear bugs or software defects necessitating a software hotfix from the Application provider shall be subject to separate billing to the Client as consultancy services. The Company shall diligently pursue remedies from the supplier unless instructed otherwise by the Client, ensuring the preservation of data privacy and security throughout the process.

2.4 The Company's standard working day consists of 8 hours, from 09:30 hours to 17:30 hours, Monday to Friday, excluding Company holidays.

2.5 Support services will be available to the Client during the Company's Business Hours, which are defined based on Company Time Zones, including CET (Central European Time), WET (Western European Time), GMT (Greenwich Mean Time), EST (Eastern Standard Time), CST (Central Standard Time), MST (Mountain Standard Time), and PST (Pacific Standard Time).

3. Company Responsibilities

3.1 The Company must provide support to the Client according to the Support Services specified in the FSMA, while also adhering to data protection and security measures.

3.2 The Company must ensure that the necessary knowledge and resources are available for resolving Incidents, while also maintaining data privacy and security.

3.3 The Company will ensure that all Service Requests are properly resolved and monitored, with due consideration of data protection regulations.

3.4 The Company will provide feedback to the Client about the expected delivery of solutions or workarounds, ensuring that any data shared is handled securely and in accordance with relevant regulations.

4. Client Responsibilities

4.1 The Client's responsibilities include ensuring that all Service Requests are submitted through the designated channels established within the FSMA or as specified in the associated Order Agreement. Additionally, the Client must exercise due diligence to align these Service Requests with the stringent data protection and security requirements outlined in the TOM. This involves adhering to the specified protocols and procedures for Service Request submissions through the Company's designated Service Desk, as defined in the Definitions section, unless an alternative method is authorized within the FSMA or Order Agreement associated with these Support Services. The Client shall also be mindful of the paramount importance of safeguarding sensitive data and information.

4.2 Furthermore, it is incumbent upon the Client to facilitate remote access for the Company's consultants who are engaged in addressing Service Requests through the designated Service Desk. This entails creating and maintaining an environment that not only enables seamless remote connectivity but also upholds the rigorous data security standards articulated in the TOM. The Client's commitment to ensuring secure remote access is crucial in safeguarding the confidentiality and integrity of data during the resolution of service-related issues.

5. Relationship with Other Agreements

5.1 The provision of Support Services, as outlined in this SSA, is governed exclusively by the FSMA and does not constitute or include any part of any software license agreements or other service purchases made by the Client. It is imperative to recognize that the scope and terms of Support Services provided by the Company, as stipulated in this SSA, are distinct and separate from any software licensing agreements or service contracts that may be in place.

5.2 Furthermore, it is of paramount importance to emphasize that during the entire duration of the provision of Support Services, the Company is committed to upholding and strictly adhering to the stringent data

protection and security measures articulated within the TOM. These measures have been meticulously designed and implemented to ensure the secure and compliant processing of personal data by the Company while handling the Support Services, in full compliance with the applicable data protection regulations.

5.3 This clear demarcation between Support Services governed by the FSMA and other agreements related to software licensing or additional services underscores the importance of maintaining the integrity and security of data throughout the support service engagement. The Client can be assured that the Company's commitment to data protection and security remains unwavering and consistent, as mandated by the TOM and in alignment with global regulatory requirements.

6. Charges and Renewals

5.1 The Client shall be billed for the entire 12-month contract period at the commencement of each contract period. Payment is due in advance of each annual period. The Client acknowledges and agrees that the financial terms, including payment conditions, rates, and additional fees, are as specified in the Order Agreement, which is an integral part of this agreement. The Client shall make payment in accordance with the terms and conditions outlined in the Order Agreement.

6.2 It is important to note that Support Services, if applicable, are billed separately and are not included in the purchase of licenses or other services. Financial terms for Support Services shall also be detailed in the Order Agreement, and the Client shall adhere to the payment conditions specified therein.

6.3 This SSA auto-renews for an additional 12-month period unless canceled by either party with a minimum of 90 days advance written notice. In the event of termination or cancellation, the Client shall remain responsible for any outstanding payments or obligations accrued up to the effective date of termination or cancellation. Furthermore, upon termination or cancellation, the Client shall promptly return any Company-owned materials, documentation, or confidential information in their possession, and the Company shall cease the provision of Professional Services as specified in this agreement.

7. Overdue Payment

7.1 In the event that the Client becomes delinquent in meeting its payment obligations under this SSA or breaches any other material provision of this SSA, the Company reserves the right to take prompt actions to address the situation.

7.2 Should the Client's account become delinquent due to late or unpaid invoices or in case of a material breach of this SSA, the Company may, at its discretion, temporarily withhold the provision of Support Services until the outstanding payment is received or the breach is satisfactorily resolved.

7.3 Prior to taking any action under this clause, the Company shall provide the Client with written notice of payment delinquency or breach. This notice will specify the payment amounts or alleged breaches, the outstanding obligations, and the timeframe within which the Client is expected to rectify the situation.

7.4 Upon receiving the notice, the Client is encouraged to promptly address the payment delinquency or rectify the breach in accordance with the terms and conditions of this SSA. The Client and the Company shall collaborate to resolve any disputes or concerns that may have contributed to the payment delay or breach.

7.5 Once the outstanding payment is received in full or the breach is satisfactorily resolved, the Company will, without undue delay, resume the provision of Support Services as outlined in this SSA. The resumption of services will be contingent upon the Client's compliance with all outstanding financial obligations and any remedial actions required to address the breach.

7.6 During any period in which the provision of Support Services is withheld due to payment delinquency or breach, the Client shall remain responsible for any accrued charges, including but not limited to fees for the Consultancy Day(s) of service interruption.

7.7 In the event that payment delinquency or a material breach persists for an extended period without satisfactory resolution, the Company reserves the right, as outlined in other sections of this SSA, to terminate this Agreement in accordance with the termination provisions specified herein.

7.8 The Company's decision to temporarily withhold Support Services in response to payment delinquency or breach shall not constitute a waiver of any rights or remedies available to the Company under this SSA or applicable law. The Company retains the right to pursue all available legal remedies to recover outstanding payments and address breaches.

8. Dispute Resolution

8.1 Any dispute, controversy, or claim arising out of or relating to this SSA or its breach, termination, interpretation, or validity shall be resolved as follows:

8.2 The parties shall initially attempt to resolve the dispute through good-faith negotiations between their respective representatives.

8.3 If the dispute cannot be resolved through negotiation, the parties agree to engage in mediation conducted by a neutral third party mutually agreed upon by both parties. The costs of mediation shall be shared equally unless otherwise agreed.

8.4 If mediation fails to resolve the dispute, any remaining disputes, claims, or controversies shall be resolved through binding arbitration under the rules of a recognized arbitration authority mutually agreed upon by both parties. The arbitration shall take place in the jurisdiction specified in the Company's Standard Terms and Conditions. The decision rendered by the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

9. Termination

9.1 This SSA may be terminated under the following conditions:

9.2 If either party fails to perform its material obligations under this agreement, and such failure continues for a period of 90 days after receiving written notice from the non-breaching party specifying the nature of the breach, the non-breaching party may terminate this agreement.

9.3 In the event of a material breach of any provision of this SSA, the non-breaching party may terminate this agreement immediately upon written notice.

9.4 Either party may terminate this agreement immediately upon written notice to the other party if the other party becomes insolvent, files for bankruptcy, or undergoes a change in control that is not approved by the terminating party.

9.5 Either party may terminate this agreement for convenience upon 90 days written notice to the other party, subject to strict adherence to the notice period.

10. Liability and Indemnification

10.1 The Company's liability for any claims, damages, losses, or expenses arising out of or in connection with the Support Services provided under this agreement shall be limited to the total Charges paid by the Client to the Company under this agreement, except in cases of willful misconduct or gross negligence.

10.2 The Client shall indemnify and hold the Company harmless from and against any claims, damages, losses, liabilities, and expenses (including reasonable legal Charges) arising out of or related to the Client's use of the Support Services, breach of this agreement, or violation of any applicable laws or regulations, except to the extent caused by the Company's willful misconduct or gross negligence.