

PHYGRID TERMS AND CONDITIONS FOR SUPPORT PLANS

VERSION: 1/2024

1. Introduction

These Terms and Conditions for Phygrid Support Plans (“**TCPSP**”) outline the support services provided under the various Phygrid Support Plans and constitute an addendum and an integrated part of the Terms of Service. In the event of inconsistencies between any section in the Terms of Service and this TCPSP, this TCPSP shall prevail and apply in lieu of such inconsistent section in the Terms of Service or any other Agreement documents. Section 11 sets forth the term and the provisions for termination of this TCPSP. A termination of this TCPSP, for whatever reason, shall not affect the validity of the Terms of Service or any other part of the Agreement.

2. Support plan options

Free Support Plan

Features: Remote support via online form; no committed response times; support available during business hours (8:00 - 17:00 CET); online ticket registration 24/7; maximum of 3 devices; no onsite support.

Support Hours: Weekdays 8:00 - 17:00 CET, with 24/7 online ticket registration

Service Levels: None

Pilot Support Plan

Features: Committed response times for incidents; remote monitoring and proactive resolution; 99.999% platform uptime; support through remote channels only; additional devices billable separately.

Support Hours: 8:00 - 18:00 CET on weekdays, with 24/7 online ticket registration.

Service Levels: 98% uptime.

Response Times: Critical - 4 hours, Major - 8 hours, Minor - 48 hours, Cosmetic - 5 days.

Production Support Plans

Features: Extended support hours; dedicated support contact; first-line phone support; analytics and reports; proactive learning suggestions; escalation options.

Support Hours: 8:00 - 21:00, 7 days a week, with 24/7 ticket registration.

Service Levels: 99.999% uptime.

Response Times: Critical - 30 minutes, Major - 1 hour, Minor - 8 hours, Cosmetic - 48 hours.

Enterprise Support Plans

Features: 24/7 operation hours; dedicated management contact; integration capabilities for ticket flow; all features of lower plans at an elevated level of service.

Support Hours: 24/7.

Service Levels: 99.999% uptime.

Response Times: Same as Production plan.

3. Definitions and Interpretation

In addition to terms defined in the Terms of Service and throughout this TCPSP, the following definitions shall have the meaning stated below whenever used with a capital initial letter and whether used in singular or in plural:

Availability: means the cumulative time period during which the Platform is available and accessible at the Connection Point in the Region and during System Uptime Hours, i.e. where the core functions of the Platform which affect the availability of the Platform in its entirety are free from Priority 1 Incidents.

Bugs: means software programming errors in or to the Platform which do not impact the availability of the Platform, including, without limitation, cosmetic issues.

Connection Point: means the demarcation point for the Platform, i.e. where the Platform connects to the Internet.

Corrective Maintenance: means the corrective maintenance and repair measures carried out to remedy Incidents or Bugs.

Helpdesk Support: has the meaning ascribed to it in Section 5.1.

Incident: means an unplanned interruption to or quality reduction of the Platform.

Platform: means the Phygrid Platform and the Phygrid Marketplace.

Priority: means the priority levels for Incidents, as stated in Section 7 below.

Region: means the country or region where the Customer's tenant is located (e.g. the U.S. or the EU). A description of the possible regions is available in the Platform.

Response Time: means the time elapsed between (1) creation of a Support Ticket for an Incident (as evidenced by the time stamp in Phygrid's support ticketing system) and

(2) Phygrid's confirmation that Corrective Maintenance work for that Incident has been initiated, as further set out in the Support Plan.

Service Hours: has the meaning ascribed to it in Section 5.1.

Support Plan Fee: means the monthly Support Plan fee for the Support Plan Services, as stated from time to time in the Platform, as specified in the Support Plan.

Support Plan Services: means the support and maintenance services offered to the Customer in accordance with this TCPSP, including Helpdesk Support and Corrective Maintenance.

Support Plan: means the Support Plan chosen by Customer, as specified in the Management Console. A description of the different Support Plans is available in the Management Console.

System Uptime Hours: means a 24 hours per day/365 days per year basis

Terms of Service: means the Phygrid Terms of Service for the Platform as made available in the Platform from time to time.

Any schedules to this main document form an integral part of this TCPSP. In case of conflict between any provisions in this TCPSP and the provisions of a schedule, this main document shall have precedence over the schedules and the schedules shall have precedence in the order that they are numbered.

4. Scope

Phygrid shall provide the Support Plan for the Platform in accordance with this TCPSP and during the term of this TCPSP.

The Customer shall pay the Support Plan Fee for the Support Plan Services as set out and on the terms specified in the Terms of Service. Phygrid shall be entitled to perform the Support Plan Services through any of its Affiliates or hire any sub-contractors for the performance of the Support Plan Services. Phygrid shall be liable for the work performed by subcontractors hired by Phygrid to perform the Support Plan Services as for its own work under this TCPSP.

5. Helpdesk Support

Phygrid shall provide a web-based help desk support service ("Helpdesk Support") accessible via the Platform. Helpdesk Support for the Customer's Support Plan will be open during the hours and on the days specified in the Support Plan ("Service Hours"). Unless expressly stated otherwise in the Support Plan, all hours in this TCPSP are in accordance with CET/CEST (as applicable).

Customer is responsible to report any and all discovered Incidents or Bugs via Helpdesk Support, thereby creating a support ticket ("Support Ticket") through the Platform and/or

by other means, depending on the Customer's Support Plan (as specified in the Support Plan). Provided that telephone support is included in the Customer's Support Plan, the Customer will also be offered telephone support, as specified in and on the terms set out in the Support Plan. Customer acknowledges that Customer is required to provide all information requested by Phygrid (through Helpdesk Support or otherwise) in order for Phygrid to be able to perform Corrective Maintenance and resolve the issue.

If Phygrid or its infrastructure hosting provider discovers an Incident, Phygrid's monitoring system will automatically create a Support Ticket.

A Support Ticket will relate to an Incident, a Bug or a question related to the Platform (as determined by Phygrid in its sole discretion). The Support Plan Services include (i) provisioning of Corrective Maintenance related to all discovered and reported Incidents and Bugs (see Section 6), and (ii) a reasonable amount of time to answer reasonable and relevant questions related to the Platform via Helpdesk Support.

6. Corrective Maintenance

Phygrid shall provide Corrective Maintenance for the Platform in accordance with this TCPSP, including necessary work to resolve Support Tickets.

The objective for Corrective Maintenance related to Incidents is to minimize the impact of an Incident and restore availability of the Platform as quickly as possible and in accordance with agreed Priority and Service Levels (see Sections 7-8). Incidents will be managed in accordance with Phygrid's standard operating procedures ("SOP") based on the ITIL framework for Incident management and problem management.

Corrective Maintenance related to Bugs consist of providing commercially reasonable efforts to identify workarounds and temporary solutions to the relevant Bug without unreasonable delay, taking into account the severity and impact of the Bug for Customer's intended use of the Platform. A permanent fix to the relevant Bug will typically be included in future releases of the Platform.

For the avoidance of doubt, Response Times do not apply to Bugs and incorrect configurations by the Customer, including any of its Users, of any part of the Platform.

Corrective Maintenance does not include on-site support. If on-site support is required, such support may be ordered by the Customer separately as an additional service pursuant to Section 12.

Corrective Maintenance is provided during Service Hours. In case of Priority 1 Incidents, Phygrid shall, however, continue to perform Corrective Maintenance also outside of Service Hours until the relevant Incident has been resolved (where such Incident has been reported during Service Hours).

Following resolution of Incidents in Priority 1 and 2, Phygrid will, in accordance with its problem management SOP, perform a root cause analysis to identify and determine the underlying cause and problem of the Incident.

7. Priority Levels

Priority is determined separately for each Region. Thus, reference herein to Customer's Users etc. refer to Customer's Users within the entire Region.

Phygrid shall for each Support Ticket related to an Incident determine the Priority level using the following categories:

Priority 1 - Critical: The entire Platform is non-operational or all of Customer's Users are unable to use the Platform due to a critical Incident which affects all Customer's Users ability to use the Platform, without any alternative and available solution to the problem.

Priority 2 - Major: The availability and performance of the Platform is adversely degraded due to a major Incident, in such a way that it affects a significant number of Customer's Users ability to use the Platform, without any alternative and available solution to the problem.

Priority 3 - Minor: The Platform is operational but key functions or essential features of the Platform do not operate according to the Terms of Service, affecting a large number of Customer's Users; or problems in the performance or availability of the Platform, which seriously affect the use of the Platform by a large number of Customer's Users, in each case, without any alternative and available solution to the problem.

Priority 4 - Cosmetic: Elementary technical and functional issues where an alternative solution is available.

8. Service Levels

The Support Plan Services shall be subject to the service levels ("Service Levels") set forth in this Section 8.

The Platform shall be provided by Phygrid with at least the Availability per Term (i.e. a rolling 30-day period), as stated and as measured in the relevant Support Plan, as set out in the Support Plan ("Agreed Availability").

If the actual Availability during a Term (as defined in Section 11.1) falls below the Agreed Availability, Phygrid shall be liable to pay service level credits to Customer as follows:

Monthly Average Availability	Service Level Credit
------------------------------	----------------------

95.01 -- 99.9%	25% of the Support Plan Fee
90.01 -- 95%	30% of the Support Plan Fee
70 -- 90%	50% of the Support Plan Fee
< 70%	100% of the Support Plan Fee

The target Response Times for Helpdesk Support are stated in the Support Plan.

A resolution is reached when a temporary or permanent workaround has been successfully implemented so that functionality and availability of the Platform is restored in accordance with the Terms of Service, i.e. when the Priority 1 Incident(s) causing the non-availability of the Platform has been corrected.

For the avoidance of doubt, a failure by Phygrid to meet the target Response Times and/or a failure to resolve an Incident within a specified amount of time shall not entitle Customer to claim service level credits or any other damages or compensation from Phygrid, or terminate the TCPSP and/or the Terms of Service.

9. Service Windows

To ensure optimal performance and security of the Platform, Phygrid may perform scheduled system maintenance at any time outside of Service Hours, provided that Phygrid has notified the Customer thereof at least one (1) week in advance ("Service Windows"). This may require suspension of the Platform during the agreed system maintenance period. Unavailability of the Platform due to a Service Window shall not be included in the calculation of Availability pursuant to Section 8.2 and Section 8.3.

10. Exclusions

Phygrid shall not be liable under this TCPSP for any unavailability, interruption or performance issues (i) caused by factors outside of Phygrid's reasonable control, including, without limitation, any force majeure event and/or issues or problems beyond the Connection Point; (ii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Phygrid's direct control); (iii) that result from Customer not complying with applicable laws or regulatory requirements, the Terms of Service, Documentation and/or policies, instructions or guidelines available in the Platform; (iv) that result from the Customer's, or any of its Users' incorrect configuration of any part of the Platform; or (v) arising from Phygrid's suspension or termination of access to the Platform in accordance with the Terms of Service.

If the Customer submits a Support Ticket for an issue that is determined by Phygrid to be caused by any of the factors listed in Section 10.1 (i)-(v) above, and Phygrid proceeds to provide support to the Customer to resolve such issue at the Customer's request, Phygrid shall be entitled to charge the Customer for the time spent by Phygrid's personnel in providing such support at Phygrid's then-current standard hourly rates. If there is an existing agreement for consultancy services in place between Phygrid and the Customer, Phygrid will not provide additional notification before proceeding with the billable support work.

11. Term and Termination

This TCPSP shall become effective on the date of execution hereof and shall remain in full force and effect for a period of 30 days (the "Term"). If this TCPSP is not terminated before the expiry of the Term, it will be automatically prolonged for consecutive periods of 30 days at a time, until terminated in accordance herewith.

Either Party may terminate this TCPSP at any time by giving a written notice thereof to the other Party. The termination shall become effective at the end of the current Term.