END USER SUPPORT TERMS AND CONDITIONS
Version March 2023

1. **Definitions**

"**Failure**" means either (i) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (ii) a problem requiring new procedures, clarifications, additional information and/or requests for product enhancements.

"**Maintenance Release**" means Upgrades and Updates to the Software which are made available to licensees pursuant to these Support T&Cs.

"**Service Hours**" means the hours between 8.30 a.m. to 5.00 p.m. during Work Days.

"**Update**" means either a software modification or addition that, when made or added to the Software, corrects the Failure, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Failure on Client.

"**Upgrade**" means a revision of the Software released by Supplier to its end user customers generally, during the term of this Agreement, to add new and different functions or to increase the capacity of the Software. Upgrade does not include the release of a new product or added features for which there may be a separate charge.

"**Work Days**" means Monday through Friday with the exception of generally recognized holidays in The Netherlands.

Capitalized terms used in the Support T&Cs shall have the meanings ascribed to them in the END USER LICENSE TERMS AND CONDITIONS provided above as Annex 1 ("**License T&Cs**") unless otherwise expressly defined or re-defined herein.

2. **Support**

2.1 Client shall specify its requested form and/or type of Support on the Order.

2.2 Support includes Maintenance Releases and advice regarding the use and functioning of the Software by telephone, email and/or Supplier's Support website. Unless agreed otherwise in an Order, Support is provided during Support Hours.

2.3 Client can order 24*7 Support (e.g. Support 24 hours per day, 7 days per week, 365 days per year), for which Supplier charges an additional annual fee on top of the fee for standard Support (e.g. Support during Service Hours).

2.4 Supplier's obligation to provide Support is conditioned upon the following: (i) Client provides Supplier with sufficient information and resources to correct the Failure which may include remote access to Client's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Failure; (ii) Client promptly installs all Maintenance Releases; and (iii) Client procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

3. **Updates**

3.1 Supplier will make commercially reasonable efforts to provide an Update designed to solve or by-pass a reported Failure. If such Failure has been corrected in a Maintenance Release, Client must install and implement the applicable Maintenance Release; otherwise, the Update may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing the permanent Update is available.

3.2 Client shall reasonably determine the priority level of a Failure pursuant to the following:

1. Priority 1: A Failure that makes it impossible for any user of the Software to use the primary function of Software.
2. Priority 2: A Failure for which a workaround exists.
3. Priority 3: A cosmetic Failure.

3.3 The following Support response times will apply:

(i) On a Failure with priority 1, Supplier shall assign a specialist(s) to correct the Failure, begins to provide a temporary workaround or fix and provides ongoing communication on the status of an Update within 4 hours on a Work Day upon notification by Client.

(ii) On a Failure with priority 2, Supplier shall assign a specialist(s) to correct the Failure, begins to provide a temporary workaround or fix and provides ongoing communication on the status of an Update within 2 Work Days upon notification by Client.

(iii) On a Failure with priority 3, Supplier may include an Update in the next Maintenance Release.

4. **Upgrades**

4.1 During the term of this Agreement, Supplier shall make Maintenance Releases available to Client if, as and when Supplier makes any such Maintenance Release generally

available to its licensees. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Supplier's opinion will prevail, provided that Supplier treats the product offering as a new product or feature for its end user customers generally.

5. Limitations

Supplier is not obligated to provide Support in the following situations:

1. the Software has been changed, modified or damaged (except if under the direct supervision of Supplier);
2. the Failure is caused by Client's negligence, hardware malfunction or other causes beyond the reasonable control of Supplier;
3. the Failure is caused by third party software not licensed through Supplier;
4. Client has not installed and implemented Maintenance Release(s) so that the Software is a version supported by Supplier; or
5. Client has not paid the Subscription fee when due.

6. Termination of Support

6.1 During the term of this Agreement, Supplier will support and maintain (i) the then-current version of the Software; and (ii) any preceding version of the Software for period of 1 year after such preceding version is first superseded. Supplier shall have no obligation to support or maintain any other version of the Software. The version of the Software is indicated by the number x.y; Upgrades are indicated by the "y" and are consecutive numbered.

6.2 Supplier provides information on its website regarding the expected new version, current version and end-of- life of the immediately preceding version of then-current Software.

6.3 Supplier reserves the right to suspend performance of Support if Client fails to pay the applicable Subscription fee(s).