

SUPPORT ADDENDUM

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

This Pyramid Analytics Support Addendum (the “**Addendum**”) is an addendum to the Master Subscription License Agreement (“**Agreement**”) between Pyramid Analytics BV (“**Pyramid**”) and the individual/entity identified on the Order Form (“**You**” or “**Your**”). The terms of this Addendum are incorporated into and made a part of the Agreement by this reference. Any capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

This Addendum sets forth the terms and conditions governing Pyramid’s provision of technical support services for the Software (the “**Services**”). By entering into this Addendum, the Parties acknowledge and reaffirm their agreement to the Agreement.

By purchasing or using the Services, You agree to be bound by the terms of the Agreement as supplemented by this Addendum for the term set forth in Your Order Form.

1. SUPPORT SERVICES

1.1. Scope of Support Services. Subject to Your payment of the support services fees set forth on Your Order Form and Your compliance with the terms of this Addendum and the Agreement, Pyramid will provide You with the following Services for Supported Versions of the Software. “**Supported Versions**” means the current generally available release of the Software, unless otherwise explicitly set forth in Your Order Form.

- a. Support Plan Benefits. Pyramid will provide the following support benefits as outlined in the table below based on the level of plan purchased as set forth in Your Order Form. Pyramid reserves the right to modify the support plans, benefits, response times, and coverage hours set forth herein upon ninety (90) days' prior written notice to You. In the event of a material reduction in service levels, Your sole remedy shall be to terminate this Addendum upon written notice to Pyramid within thirty (30) days following such reduction and to receive a pro-rata refund of prepaid fees for the terminated portion of the then-current term.

Support Plan Benefits	Silver	Gold
Online Tutorials	✓	✓
Online Help	✓	✓
Community Forum	✓	✓
Support Contact Options	Online	Online, Phone
Extended Support Hours Eligible		✓
Coverage	Business Hours	Business Hours
Number of TPOCs	2	3

- b. Customer Support Portal. Pyramid will provide the Services to Your technical point of contact (“**TPOC**”) designated in the Order Form for problems encountered by You while installing or using the Software where there is a reasonable expectation that the problem is caused by the Software. Pyramid will also provide online access to our Customer Support Portal to any registered User of Pyramid’s Software, including access to online help files and such optional paid services that Pyramid offers from time to time. Pyramid will provide the Services remotely in English from Pyramid’s site unless otherwise agreed in an Order Form. Additional fees will apply, including reasonable travel and living expenses, where onsite visits are required, which shall be agreed and approved in advance between Customer and Pyramid.

c. Availability. The Services are available during the times set forth below:

Business Hours	Monday to Friday	3am to 7pm, Eastern Standard Time (EST)
Extended Support Hours	Sunday	3am to 10am, Eastern Standard Time (EST)

- d. Submitting Requests for Services. Your TPOC may submit requests for technical support by submitting a support ticket on the online support site at <https://support.pyramidanalytics.com> or successor website.
- e. Telephone Support. Where telephone support is provided under the appropriate Support plan, Your TPOC may also submit a request to schedule a telephone call or shared screen session with the Pyramid Technical Support desk or Customer Success Team.
- f. Severity. Pyramid will assign a priority level to Your request according to the priority levels set forth in Table 1 below. The assignment of priority levels shall be at Pyramid's reasonable discretion based on the information provided by You, and Pyramid may reassign priority levels as additional information becomes available or circumstances change.

Table 1 – Priority Levels

Priority #	Priority Level	Description
Priority 1 (P1)	Critical	Indicates a reported Incident where the Production Environment of the Pyramid Server is either completely inoperable or inaccessible to all of Customer's Users.
Priority 2 (P2)	High	Indicates a reported Incident where the issue has severely impacted the performance of the Software's intended use as described in the Documentation and is causing a material and adverse impact to the majority of Customer's Users.
Priority 3 (P3)	Medium	Indicates a reported Incident where the issue has a significant impact on the performance and/or functionality of the Software as described in the Documentation that is impacting a minority of the Customer's Users or impacting all Customer's Users in a minor way.
Priority 4 (P4)	Low	All questions on how to use the Software.

g. Pyramid Response Times. Pyramid will use commercially reasonable efforts to respond and provide updates to all support requests within the target time frames set forth in the Table 2 below based on the Support Plan purchased as set forth in Your Order Form. References to hours in Table 2 all refer to Business Hours.

The response times set forth herein are targets representing commercially reasonable efforts and are subject to You complying with your responsibilities and Force Majeure. This target response time does not include resolution time. Pyramid will update You when there is a change of status in resolution of the issue. Pyramid will use commercially reasonable efforts to resolve all support requests promptly according to their assigned priority.

Table 2 – Response Times

Priority	Silver	Gold
P1	16-24 hours	8-16 hours
P2	24 hours	16 hours
P3	48 hours	32 hours
P4	10 business days	5 business days

h. Pyramid Knowledge Base. Pyramid will provide You with access to the Pyramid self-help knowledge base available at <https://help.pyramidanalytics.com> or successor website.

1.2. Exclusions from Support Services.

- a. *Exclusions.* The following matters are not covered by the Services, and Pyramid shall have no obligation to provide support for:
- i. Installation of Updates or Upgrades by Pyramid;
 - ii. Any problem resulting from the misuse, improper use, or damage to the Software;
 - iii. Any problem caused by modifications to the Software not made or expressly authorized in writing by Pyramid;
 - iv. Any problem caused by or resulting from third party software;
 - v. Any problem caused by or resulting from the equipment or hardware used with the Software;
 - vi. Recovery of lost data;
 - vii. Any problem arising from or related to beta, pre-release, evaluation, or non-production versions of the Software;
 - viii. Any problem caused by Your failure to implement security patches, hotfixes, or critical updates provided by Pyramid within the timeframes specified by Pyramid;
 - ix. Any problem arising from use of the Software in an operating environment, platform, or configuration not expressly supported in the Documentation or the Agreement;
 - x. Any problem arising when You have not installed Updates within the six (6) month period required under Section 1.3(c) of this Addendum;
 - xi. Any problem caused by or resulting from Your data, content, configurations, customizations, or integrations; or
 - xii. Any problem arising from Your failure to maintain adequate backup and disaster recovery procedures.

If Pyramid reasonably determines that a reported problem is caused by any of the above exclusions, Pyramid may, at its option, either (a) decline to provide Services for such request, or (b) provide Services for such request on a time and materials basis at Pyramid's then-current standard professional services rates, plus reasonable expenses. You shall be responsible for payment of all such charges within thirty (30) days of invoice. Notwithstanding the foregoing, Pyramid will not charge You for a support request to the extent that Pyramid

reasonably determines that the problem was caused solely by a programming error in a Supported Version of the Software.

1.3. Your Responsibilities. Pyramid's performance of the Services is expressly conditioned upon and subject to Your timely and complete performance of the following obligations. Pyramid will not be responsible for any delays, failures, or degradation in providing the Services caused by Your failure to perform these obligations, and any such failure shall toll any applicable response time targets until You have cured such failure.

- a. You shall designate a TPOC on our Customer Portal for the purpose of submitting support requests and receiving support under this Addendum as Your sole point of contact. You shall maintain current and accurate contact information for Your TPOC on the Customer Portal at all times and shall notify Pyramid promptly of any changes to such information. Pyramid shall not be responsible for any delays resulting from outdated or inaccurate contact information. You shall provide complete and accurate information in connection with all support requests, including detailed descriptions of the problem, steps to reproduce, error messages, log files, and system configuration information as reasonably requested by Pyramid. Incomplete or inaccurate information may delay resolution, and any such delays shall not be counted against Pyramid's target response times.
- b. You shall reasonably cooperate with Pyramid in its delivery of the Services. Such cooperation includes promptly providing Pyramid with:
 - i. availability of Your staff to liaise and work with Pyramid support and/or engineering staff, responding to emails and calls on a reasonable basis, and following directions and recommendations provided;
 - ii. all the steps necessary to recreate the reported problem and any other information or documentation that Pyramid may reasonably request; and
 - iii. reasonable assistance in re-creating and diagnosing the problem.
- c. You must install each Update within six (6) months of the date of its general commercial release.
- d. You are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, Internet connectivity, and other hardware necessary to operate the Software.
- e. You are solely responsible for implementing and maintaining adequate backup, data protection, and disaster recovery procedures for Your systems and data. Pyramid shall have no liability for any loss of data or inability to recover data, regardless of cause.
- f. Pyramid technical support personnel may require remote access to Your systems in order to diagnose and resolve technical support issues. You agree to provide Pyramid with access codes, procedures and permissions to access Your systems solely for the purpose of Pyramid's provision of technical support. Pyramid personnel will only access those systems authorized by You using methods approved by You and under Your supervision.

2. DISCLAIMER OF WARRANTY

PYRAMID DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR BE UNINTERRUPTED, ERROR-FREE, OR THAT ALL SUPPORT REQUESTS WILL BE RESOLVED. PYRAMID MAKES NO OTHER WARRANTY OR CONDITION WITH RESPECT TO THE SUBJECT MATTER OF THIS ADDENDUM (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE ORAL OR WRITTEN), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY SERVICES PERFORMED HEREUNDER.

3. GENERAL

3.1. Relationship of the Parties. Nothing in this Addendum shall be construed to create any agency, employment, joint venture, or franchise relationship between You and Pyramid. Pyramid shall be an independent contractor to You for the performance under this Addendum.

3.2. Survival. Section 2 (Disclaimer of Warranty) and this Section 3 (General) shall survive termination or expiration of this Addendum and the Agreement.

3.3. **Subcontractors.** Pyramid may use subcontractors, including third-party service providers, to perform any of the Services under this Addendum, provided that Pyramid shall remain responsible for the performance of such subcontractors and their compliance with the terms of this Addendum.

3.4. **Discontinued Products.** Notwithstanding anything to the contrary herein, support for any version of the Software that has been discontinued or reached end-of-life status shall be provided on an "AS-IS" basis without any warranty, service level commitment, or response time target.

3.5. **Remedies.** The response time targets set forth in this Addendum represent Pyramid's commercially reasonable efforts obligations and are not guaranteed service levels. Your sole and exclusive remedy for any failure by Pyramid to meet such targets or for any non-conforming Services shall be, at Pyramid's sole discretion, (a) re-performance of the applicable Services, or (b) if Pyramid is unable to cure such non-conformance within thirty (30) days of receipt of written notice specifying the non-conformance in reasonable detail, a pro-rata refund of fees paid for the specific affected Services during the period of non-conformance. In no event shall You be entitled to service credits, liquidated damages, or any other remedy not expressly set forth herein.