

Version: February 17, 2025

SUPPORT SERVICES SCHEDULE

This support services schedule ("**Support Services Schedule**") outlines the terms applicable to use of the Software Services, made part of the applicable Order and governed by the Agreement referenced in the Order. The terms of this Support Services Schedule are intended to be additional and are not intended to conflict with or supersede the terms of the Agreement. In the event of any conflict between the Agreement, and this Support Services Schedule, the terms of this Support Services Schedule shall prevail with respect to the Software Services.

1 Definitions

All capitalized terms used but not defined in this Support Services Schedule shall have the meaning given in the Agreement. In this Support Services Schedule:

- 1.1 "**Customer**" means the entity accepting the Agreement, Order or SOW with Varicent.
- 1.2 "**Directed Hours**" has the meaning given in Section 5.1.1(a).
- 1.3 "**Enhanced Services**" has the meaning given in Section 5.1.
- 1.4 "**Initial Month**" means the Month in which the Schedule Effective Date occurs.
- 1.5 "**Maintenance**" means any upgrades, fixes, patches, amendments, changes, alterations, modifications or other improvements to the Software Services and made generally available to other customers of Varicent.
- 1.6 "**Quarter**" means each of the successive periods of three Months each, commencing on the Schedule Effective Date.
- 1.7 "**Order**" means any ordering document executed by the Parties which references this Agreement and under which Customer orders Software Services.
- 1.8 "**Schedule Effective Date**" means the date in which Customer first accesses the Software Services pursuant to the Agreement.
- 1.9 "**Service Availability**" means the uptime of the Software Services and is measured by subtracting from total minutes in a Month, the total minutes of Service Interruption in such Month commencing from the time Varicent receives a Support Ticket from Customer notifying Varicent of the Service Interruption, divided by the total minutes in such Month, and then multiplied by 100.
- 1.10 "**Service Credit**" has the meaning given in Section 2.1.
- 1.11 "**Service Interruption**" means the period of time that the Software Services is either: (a) not available for Customer login; or (b) substantially not functioning, but excludes any downtime resulting from any (i) Maintenance; (ii) failures caused by any act or omission of Customer, its Affiliates or Authorized Users; or (iii) outages of third party data sources, connections, utilities or services or other reasons beyond Varicent's control.
- 1.12 "**Severity Level**" has the meaning given in Section 3.1.
- 1.13 "**Software Services**" means the propriety software-as-a-service platform made available by Varicent to Customer as described in an Order. Software Services exclude professional services.
- 1.14 "**Standard**" has the meaning given in Section 2.1.
- 1.15 "**Support Service Hours**" means 9:00am-5:00pm Monday-Friday in Customer's domicile as set out in the applicable Order.
- 1.16 "**Support Ticket**" means any request for Support Services, or notification of any Service Interruption, submitted to Varicent's support ticketing system.
- 1.17 "**TAM**" the technical account manager assigned by Varicent to provide any Enhanced Services.
- 1.18 "**Technical Support**" has the meaning given in Section 3.1.
- 1.19 "**Varicent**" means the Varicent legal entity outlined in the Order.

2 Availability Standard

- 2.1 Following the Initial Month, Varicent will use commercially reasonable efforts to ensure the Service Availability for the Software Services during any Month shall be at least 99.9% (the "**Standard**"). If Varicent does not meet the Standard in any Month (other than the Initial Month), Varicent shall apply a credit (a "**Service Credit**") for the portion of Fees for Software Services attributable to such Month on a pro-rated basis, as follows:

| Service Availability | Service Credit |
|---|----------------|
| Less than 99.9% to greater than or equal to 99% | 2% |
| Less than 99% to greater than or equal to 95% | 5% |
| Less than 95% | 10% |

For example, if annual Fees for Software Services equals \$200,000 and in the Month of June there are 600 minutes of Service Interruption, the Service Credit applicable shall be calculated as follows:

- $(43,200 \text{ [total minutes in a 30 day month]}) - (600 \text{ [Service Interruption]}) / 43,200 = 0.986 \text{ [Service Availability for the Month is 98.6\%]}$
- $\$200,000 / 12 \text{ months} = \text{Monthly Fees of } \$16,666.66$
- Service Credit applicable is \$833.33 (5% of \$16,666.66)

- 2.2 Despite Section 2.1, to be eligible to receive a Service Credit, Customer must submit a Support Ticket for failure to meet the Standard within three business days following the end of the Month in which the Service Interruption occurred. Any Service Credits incurred shall be applied to the next invoice for Software Services issued to Customer. Service Credits may not be exchanged for, or converted to, monetary amounts. This Section 2 states Customer's sole and exclusive remedy for any failure by Varicent to meet the Standard.

3 Technical Support

- 3.1 Varicent will provide technical support and troubleshooting assistance ("**Technical Support**") during the Support Service Hours. Requests for Technical Support must be submitted by Customer by issuing a Support Ticket to Varicent. Customer will be required to assign a severity level (a "**Severity Level**") for each Support Ticket based on the following guidelines. Varicent will endeavor to respond to a Support Ticket during Support Service Hours in accordance with the following response time targets

| Severity Level | Severity Description | Growth SLO | ICM Only | | Response Time Coverage |
|----------------|---|---|--|---|------------------------------|
| | | | Business SLO | Premier SLO | |
| 1 | Critical business impact/service down: A Service Interruption to the Software Services or all critical features and functionality of the Software Services are not functioning. | Within 1 Hour | Within 45 Minutes | Within 30 Minutes | 24x7x365 |
| 2 | Significant business impact: A feature or function of the Software Services is severely restricted in its use, resulting in a significant impact on Customer's business operations. Customer is in jeopardy of missing business deadlines. | Within 90 Minutes | Within 1 hour | Within 45 Minutes | 24x7x365 |
| 3 | Minor business impact: A feature or function of the Software Services is not performing in accordance with the Documentation but does not result in a critical impact on Customer's business operations. | Within 2 hours during the Support Service Hours | Within 90 Minutes during the Support Service Hours | Within 1 hour during the Support Service Hours | During Support Service Hours |
| 4 | Minimal business impact: An inquiry or non-technical request. | Within 3 hours during the Support Service Hours | Within 3 hours during the Support Service Hours | Within 2 hours during the Support Service Hours | During Support Service Hours |

- 3.2 Despite any other term in this Support Services Schedule, Varicent shall have no obligation to provide Support Services to address any issues caused by factors outside of Varicent's direct control, such as (a) Customer's equipment, software or other technology or a third party's equipment, software or other technology; (b) failure to access the Software Services in accordance with the Documentation; or (c) alterations to the Software Services by Customer.

4 Requesting Support

- 4.1 To obtain Support Services, Customer must submit a Support Ticket. Varicent shall assign a unique case number to each Support Ticket.
- 4.2 If submitting a Support Ticket of Severity Level one, Customer must also (a) set the Severity Level on the Support Ticket to state: "Sev 1 – Critical Impact/Service Down;" or (b) email support@varicent.com and state "Sev1" in the subject line, failing which the Support Ticket shall not be considered a Severity Level one Support Ticket.
- 4.3 To speak directly with a member of Varicent's Support Services team, Customer shall must email to support@varicent.com and state "call me" in the subject line and a member of Varicent's Support Services team shall promptly respond.
- 4.4 Customer shall cooperate with Varicent in good faith to enable Varicent's provision of the Support Services including providing Varicent with timely access to Customer's instances, sending system data to Varicent and providing any other additional information reasonably required by Varicent to provide the Support Services.

5 Enhanced Support

5.1 Customer may purchase enhanced Support Services ("**Enhanced Services**") for additional Fees. Enhanced Services are described below and, if ordered, will be specified in an Order.

VIP. VIP includes the following:

- a. Varicent will assign a TAM who may assist with the following activities, as directed by Customer:
 - i. Analyze and review with Customer each Month the performance, platform metrics, usage reporting and support ticket management relating to the Software Services;
 - ii. Review the impact and potential optimization of new features and bug fixes of the Software Services in an account-specific manner. Varicent shall share product roadmaps so that decisions regarding upgrades and migration plans can be made by Customer in a forward-thinking manner. As appropriate, the TAM shall internally advocate for product features which may benefit Customer's organization. The TAM may also assist with data model modernization initiatives;
 - iii. Support Customer from an administrative and maintenance perspective by providing annual insights regarding model clean-up and organization, change management and process improvements. Customer shall also receive a holistic Software Services performance assessment touching on model performance, areas of improvement for calculation time and scalability of product adoption; or
 - iv. Help Customer enable established product and architecture best practices, provide ad hoc guidance with respect to new product functionality and review designs for Customer's proposed model changes. Upon request the TAM may also act as a general liaison and assist with issue investigation, root cause analysis and resolution.
- b. The number of TAM hours Customer receives each Quarter ("**Directed Hours**") will be outlined in an Order. Directed Hours expire at the end of each Quarter; however, Customer may transfer up to ten percent of any unused Directed Hours to the next Quarter.

6 Changes. Customer acknowledges and agrees that Varicent may, at Varicent's discretion and without notice to the Customer, modify this Support Services from time to time; provided, however any such modifications shall (a) replace all prior versions (as applicable); and (b) not materially reduce the service levels.

[End of Support Services Schedule]