

END-USER SOFTWARE AS A SERVICE AGREEMENT

This End-User Software as a Service Agreement ("**Agreement**") is entered into as of the date it is signed by both parties hereto:

- (1) **ONTOTEXT AD**, a company registered in the Bulgarian Commercial Register with UIC 200421236, VAT number: BG200421236, with headquarters in 1700 Sofia, Bulgaria, company address: 79 Nikola Gabrovski Str., 3rd Floor (hereinafter referred to as "**Ontotext**"); and
- (2) **You** (hereinafter referred to as the "**Client**"),

hereinafter referred to collectively as the "**Parties**" or individually as the "**Party**"

AGREED TERMS

Article 1 Definitions

1. "**Change**" means any addition, removal, amendment or variation to the scope or the performance of any of the Services, or any variation to the terms of this Agreement.
2. "**Confidential Information**" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
3. "**Effective Date**" means the date on which the Client accepted Ontotext's offer on the respective marketplace cloud provider.
4. "**Fees**" means the fees payable by Client for the Services, as set out in Schedule 2 and payable in accordance with Article 8.
5. "**First and Second Level Support**" means the general service provided by Client's help desk to the initial Support Request from Client's end-user. If these levels of support cannot resolve the problem, the Support Request is passed to Ontotext.
6. "**Hosting Services**" means the Services described in Part 4 of Schedule 1.
7. "**Software as a Service**" means the Services described in Part 5 of Schedule 1.
8. "**Software**" means, subject to Article 3(2), the software products set out in Part 1 of Schedule 1.
9. "**Operational Services**" means the Services described in Part 2 of Schedule 1.
10. "**Service Levels**" means the terms under which the Support Services will be provided by Ontotext as detailed in Schedule 1 and Schedule 2 to this Agreement.
11. "**Services**" means any and all services to be provided by Ontotext under this Agreement, including the Hosting Services and the Operational Services
12. "**SLA**" means the Service Level Agreement set out in Schedule 1.

13. **“Support Requests”** means a request for assistance to resolve a problem involving unexpected behavior, poor performance or system crash of the Software or a request for support that involves no modifications to application code, such as a question.
14. **“Support Services”** means the Services described in Part 3 of Schedule 1 and in the SLA, forming part of the Operational Services.
15. **“Term”** means the term of this Agreement, as specified in Schedule 2.

Article 2 Interpretation

1. Article, schedule and paragraph headings will not affect the interpretation of this Agreement.
2. The Schedules form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
3. A reference to a **“company”** will include any company, corporation or other body corporate, wherever and however incorporated or established.
4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
5. A reference to a statute or statutory provision will include all subordinate legislation made from time to time under that statute or statutory provision.
6. A reference to **“writing”** or **“written”** includes email but not faxes.
7. A reference to **“this Agreement”** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
8. References to Articles and schedules are to the Articles and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Article or schedule.
9. Any words following the terms **“including”**, **“include”**, **“in particular”**, **“for example”** or any other similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or terms preceding those terms.

Article 3 Commencement and Duration

This Agreement will take effect on the Effective Date and will continue for the Term.

Article 4 Services

1. Client appoints Ontotext, and Ontotext agrees to provide the Services to Client, on the terms and conditions of this Agreement.
2. In providing each of the Services, Ontotext will at all times:
 - (a) allocate sufficient resources and implement appropriate processes and procedures to provide the Services in accordance with the terms of this Agreement;
 - (b) respond to Client’s reasonable enquiries and requests relating to the Services in a timely manner; and

- (c) provide such reasonable co-operation and information in relation to the Services to such of Client's other suppliers as Client may reasonably require for the purposes of enabling any such person to create and maintain any interfaces that Client may reasonably require.
- 3. Client will, in carrying out its obligations and exercising its rights under this Agreement:
 - (a) comply with its responsibilities as set out in Article 9;
 - (b) allocate sufficient resources and implement appropriate processes and procedures to carry out Client's responsibilities in accordance with the terms of this Agreement.

Article 5 Service Personnel

1. Ontotext will provide sufficient personnel to fulfill its obligations under the terms of this Agreement. Such personnel will be suitably trained and experienced in the support and maintenance of the Software irrespective of any decision of Client not to take supply of any new version of the Software. Ontotext will take all reasonable steps to maintain continuity in relation to the personnel providing the Support Services.
2. Ontotext alone will be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of the personnel providing the Support Services. Ontotext assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of Client.

Article 6 Service Levels and Warranties

1. Ontotext will provide the Services in order to ensure that the Service Levels are met for each Service Element. Ontotext will ensure that the Services meet or exceed the Service Levels.
2. Ontotext acknowledges that Client has entered into this Agreement in reliance on Ontotext's expertise in selecting and supplying services fit to meet Client's business requirements.
3. Ontotext represents and warrants to Client that the Services will be performed:
 - (a) in such a way as not to cause any fault or malfunction in the Software (or any related software or system of Client);
 - (b) in such a way as not to cause any interruption to the business processes of Client (other than any agreed and unavoidable interruption which is required in order to perform the Services in a proper and efficient manner);
 - (c) in accordance with all applicable laws and regulations; and
 - (d) with all reasonable skill and care and in accordance with the highest professional standards attained by companies offering software support of the type offered by Ontotext;
 - (e) it will not introduce any viruses onto Client's systems while performing the Services;
 - (f) at the date of this Agreement, Ontotext has obtained and will maintain for the duration of this Agreement all permissions, licenses and consents necessary for Ontotext to perform the Services; and
 - (g) Ontotext has adequate resources to meet its obligations under this Agreement in a timely and reliable manner.

Article 7 Services Not Covered

This Agreement does not cover the following requests and types of services: data migration, training, software development, assistance in application usage and configuration or other professional services.

Article 8 Fees and Payment Terms

1. The Fees for the Services will be calculated as set out in Schedule 2.
2. The Fees will be invoiced annually in advance and payable within thirty (30) days of receipt by Client.
3. Except as otherwise provided, the Parties will each bear their own costs and expenses incurred in respect of compliance with their obligations under this Agreement.
4. All payments to and invoices from Ontotext under this Agreement will be made or issued (as the case may be) in US dollars.
5. If a Party fails to make any payment due to any other Party under this Agreement by the due date for payment, then, without limiting the other party's remedies under this Agreement, the defaulting party will pay interest on the overdue amount at the rate of 10% per annum. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party will pay the interest together with the overdue amount.
6. In relation to payments disputed in good faith, interest under this Article 8 is payable only after the dispute is resolved, on sums found or agreed to be due, from fourteen days after the dispute is resolved until payment.

Article 9 Client Duties and Responsibilities

Client will assume the following duties and responsibilities under this Agreement:

1. To use their own appropriate help desk representatives to provide First and Second Level Support, including creating problem tickets and work orders and assigning responsibility to Ontotext.
2. To provide technical support personnel sufficiently familiar with and having a level of understanding of the functionality of the Software, as well as related standards, specifications, and technologies so they can use the Software.
3. Client's end users will not contact Ontotext support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.
4. To assign severity codes adhering to the correct usage of these codes as defined in Schedule 1.
5. Once a Support Request has been submitted, Client will make qualified representatives reasonably available to work with the Ontotext support representatives assigned to the Support Request.
6. To utilize the provided JIRA system for logging, tracking, and closing issue tickets to the extent the JIRA Tracker is available and accessible to Client.

Article 10 Performance Meetings

1. If necessary, the Parties will have the opportunity to meet during the Term to review Ontotext's performance against the Service Levels and (where appropriate) discuss and agree any steps that Ontotext can take to improve the performance of the Support Services and any Changes to the Service Levels which Client may reasonably request. Every month Ontotext will supply an email with these details, with the offer to meet if needed. Both Parties will agree to meet if needed.
2. The Parties will meet once a year for an annual partnership review and annual financial check.

Article 11 Metrics Reporting

1. Regular reporting will be provided from Ontotext to Client on available metrics as related to target performance. These reports are expected to be produced by Ontotext's problem-ticket system JIRA, which will detail ticket management performance against SLA targets in Client's case management process.
2. Metrics reporting against the SLA resolution targets will focus on the time to resolve tickets by application and severity. This metric will include only the Support Requests that are transferred to Ontotext for resolution. They will not include Support Requests that are resolved by other organizations. The metrics will be reported via existing standard problem-ticket system reports as available.

Article 12 Termination of Agreement

1. Either Party may terminate this Agreement if the other Party is in material breach of this Agreement, and if the breach is capable of remedy, the breaching Party has failed to remedy such breach within 30 days after receipt of notice from non-breaching Party of the breach.
2. Either Party may terminate this Agreement in case the other Party passes a resolution for its winding up or a court of competent jurisdiction makes an order for winding up, an administration order is made in relation to a receiver is appointed over, or an encumbrancer takes possession of or sells an asset of said Party, or the latter makes an arrangement with its creditors generally or makes any application to court for protection from its creditors general or any analogous procedure to any of the foregoing occur.

Article 13 Limitation of Liability

1. Ontotext's total cumulative liability for all claims arising under this Agreement, from all causes of action of any kind, including, but not limited to, contract, tort (including negligence), strict liability, breach of warranty, misrepresentation, or otherwise, will not exceed 100% of the total amount paid or payable by Client under this Agreement.
2. Disclaimer of Certain Types of Liability. Safe to vulnerabilities in GraphDB, Ontotext will not be liable to Client for loss of any goodwill; or for any indirect, special, incidental, or consequential damages arising out of or related to this Agreement however caused on any theory of liability, whether or not Client have been advised of the possibility of such damage. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

3. Nothing in this Agreement will be construed as attempting to limit or exclude the liability of any party in respect of injury to, or the death of, any person caused by any willful or negligent act or omission of any party, its officers, employees, agents or subcontractors, or for fraud or fraudulent misrepresentation or the deliberate default or willful misconduct of that party, its employees or agents or subcontractors.

Article 14 Confidentiality

1. Except to the extent set out in this Article 14, or where disclosure is expressly permitted elsewhere in this Agreement, each Party will:
 - (a) treat the other party's Confidential Information as confidential; and
 - (b) not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
2. Paragraph 1 will not apply to the extent that:
 - (a) such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or
 - (b) such information was obtained from a third party without obligation of confidentiality; or
 - (c) such information was already in the public domain at the time of disclosure otherwise than through a Default; or
 - (d) such information was independently developed without access to the other party's Confidential Information; or
3. Ontotext may only disclose Client's Confidential Information to such of their personnel who are directly involved in the provision of the Services and who need to know the information. Ontotext will each ensure that such personnel are aware of, and comply with, these confidentiality obligations.
4. Ontotext will not, and will procure that their respective personnel do not, use any of Client's Confidential Information received otherwise than for the purposes of this Agreement.
5. Upon termination of this Agreement, each party will:
 - (a) return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on that party's Confidential Information;
 - (b) at the election of the other party, return or erase all that party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause will continue to apply to any such documents and materials retained by a recipient party.

6. Except as expressly stated in this Agreement, neither party makes any express or implied warranty or representation concerning its Confidential Information.

Article 15 Notices

Ontotext and Client will use the following contact information for communication in the relation to the Services. Each party is obliged to notify the other about changes in their contact information, including but not limited to their names, address and email. For Client shall apply the Client profile contact details as provided in the respective cloud marketplace platform. For Ontotext shall apply the following:

Ontotext:

ONTOTEXT AD

79 Nikola Gabrovski Str., 3rd Floor, 1700 Sofia, Bulgaria

Email: cloud@ontotext.com

Article 16 Survival

If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision will be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement.

Article 17 Force majeure

1. A Party will not be in breach of this Agreement for any failure or delay in performance of its obligations which is caused by a matter beyond its reasonable control ("**Force Majeure**") including Act of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (other than a dispute involving the relevant Party's own employees), extremely severe weather or acts of local or central government or other competent authorities.
2. Should any failure or delay in a Party's performance caused by Force Majeure continue for more than thirty (30) days, the other Party will have a right to terminate the Agreement..

Article 18 General

1. This Agreement, including its Schedules, embodies the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.
2. This Agreement may be amended only by a written agreement executed by both Parties.
3. No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision.
4. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

5. Except as expressly agreed by Client in writing, Ontotext will not assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

Article 19 Governing Law and Dispute Resolution

This agreement is governed by and construed in accordance with the Laws of the Republic of Bulgaria (including in respect of non-contractual claims), and the parties submit to the exclusive jurisdiction of the courts of Sofia City (including in respect of non-contractual claims).

Schedule 1: Services and Service Level Agreement

PART 1: SCOPE OF THE SOFTWARE AS A SERVICE

The software licensed and operated as Software as a Service under this Agreement shall be Ontotext's GraphDB Enterprise Edition 12 Core Cluster.

Scope of the **Software as a Service (SaaS)**:

- Number of environments to be provided - PRODUCTION will be available 24/7.
- Volume of data:
 - Number of triples – up to 1.5 billion
 - Should the total number of triples exceed 1.5 billion, Ontotext will work with the Customer to revise the agreed financial terms and conditions to meet the increased demand for the revised service infrastructure.
- Data updates:
 - Ownership - the default ownership of the data updates will be in the hands of the Client's management team. Ontotext team will provide support if needed.
- Backup
 - RTO: Recovery Time Objective is the duration of time and a Service Level within which a business process must be restored after a disaster to avoid unacceptable consequences associated with a break in continuity. In other words, the RTO is the answer to the question: "How much time did it take to recover after notification of business process disruption?" – 4 hours
 - RPO: Recovery Point Objective (RPO) describes the interval that might pass during a disruption before the quantity of data lost during that period exceeds the Business Continuity Plan's maximum allowable threshold or "tolerance" – 24 hours.
 - Backup scheduled for a specific pre-approved time window.
 - Backup retention - 30 days
- Concurrent users for reads/writes - The number of concurrent users/requests (coming from the Client's custom GUI for KG management to GraphDB PROD environment) will be up to 12 simultaneous requests.
- Expected service availability - Ontotext will aim for 99.9 % availability, calculated over one year.
- Self-service tools for KPI monitoring - to be provided as part of the SaaS package.
- Servers/virtual environment maintenance and fixing - to be provided as part of the SaaS package.

Commencement of the SaaS

The **SaaS** will start on the Effective Date of this Agreement and will continue for the Term as specified in Schedule 2. The services will be set up by the Ontotext team within 48 business hours after the Effective Date. In the case of automatic renewal, the initial setup time will not apply. There will be a up to

two-week burn-in period in which the Client could test the integration points with GraphDB during which the SLA terms shall not be applied.

PART 2: OPERATIONAL SERVICES

The Operational Services component comprise the following services provided in respect of the Software:

Layer	Common tasks	Competencies	KPIs
Application Maintenance	Operate (upgrade, patch, backup) all services; Test and Promote new versions	Application specific	Application Bug fixing times – based on Ontotext standard SLA terms
Monitoring & log management	Maintain monitoring service/develop service health checks. Cluster restoration in case of failure.	Application specific	Uptime / Responsiveness – aim for 99.9% availability (Calculated over 1 year)
OS	OS configuration and patching	OS maintenance	OS Maintenance times - based on Ontotext SLA terms

The production environment will be actively monitored 24/7 and our internal live monitoring system will automatically notify Ontotext's support team in case of any potential issue/disruption of the system to take action. Apart from that, the Client's team will be able to raise tickets at any time via their JIRA support portal.

Service availability metric

The service availability metric is calculated according to the formula:

- Availability = $(1 - (\text{number_of_failed_requests} / \text{total_number_of_requests})) * 100$

Periods of agreed downtime will be excluded from the availability calculation.

PART 3: SUPPORT SERVICES

The Support Services comprise the resolution of incidents by Ontotext, including investigation of issues related to the behavior and performance of the Software to achieve the Service Levels and other requirements of this Agreement.

The Support Services include **corrective maintenance**—defined as activities associated with root-cause analysis and bug-fix isolation and resolution:

1. **Root-cause analysis**—A class of problem-solving methods aimed at identifying the ultimate/root causes of problems or events. The practice of root cause analysis is predicated on the belief that problems are best solved by attempting to correct or eliminate root causes, as opposed to merely addressing the immediately obvious symptoms of which there could be many and may overshadow underlying issues. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
2. **Bug fixes**— the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, “hung” or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
3. **Report status updates**—Ontotext will provide direct input about Client issues from its headquarters location in Sofia, Bulgaria, or remotely from other support centers within Ontotext.

Here are the key aspects of the premium support service:

Package/Includes	Premium Business Hours 3 rd level SLA
Business hours support services	+
Dedicated Jira support portal	+
Interactive issue tracking	+
Guaranteed response and resolution time	+
Access to Ontotext support team	+

Support hours

Ontotext will provide business hours Support Services – 9:00 AM to 5:00 PM (CET/EST).

Severity levels, and guaranteed response and resolution times in business hours for each incident are provided as per Ontotext’s Support Plan B.

Classification of Incidents:

Severity	Response Time*	Resolution Time
Urgent	within 2 hours	24 hours
Major	within 24 hours	5 days
Minor	Any time	15 days

Urgent - Incident causes a production outage or threatens an imminent production outage, either in terms of a software failure or a loss/corruption of data making the software unusable.

Major - Incident that could or does severely affect the performance or functionality of the production system. Important technical issues that if not resolved will or could lead to an urgent severity level issue in a few days.

Minor - Incident that affects the production environment, but workarounds or slightly degraded performance are acceptable. The incident does not threaten a production outage. If a software fix is required, it can wait for the next scheduled release.

The Service Team reserves the right to reassess and modify the priority level of any reported incident if it is determined that the initial priority assignment does not align with the established Incident Classification criteria. This reassessment will be based on the actual impact and urgency of the incident, ensuring that resources are allocated efficiently and service disruptions are minimized. The Service Team will communicate any changes in priority to the reporting party, providing a clear rationale for the adjustment to maintain transparency and manage expectations.

Incidents occurring in **non-production environments**, including but not limited to development, testing, and staging environments, are not covered under this SLA agreement. Support for such environments will be provided on a best-effort basis and will not adhere to the priority and response times defined for production incidents.

Communication: The method is via support tickets. Ontotext uses the de facto industry standard issue tracking system Jira by Atlassian. Ticket editing in Jira is also used to measure the conformance to response/resolution times. In addition, we also provide phone support.

Issue Tracking System

Ontotext will provide the Client with access to a dedicated and confidential JIRA support portal (“JIRA Tracker”) located at <http://ontotext.atlassian.net> specifically for the Client’s use of the Software.

Both Ontotext and the Client will be able to access the JIRA Tracker, raise tickets (incidents, bugs, questions, etc.), track specific issues by reference number, and monitor the status of each issue.

The JIRA Tracker will be accessible by Client and Ontotext only, and will not be visible to third parties unless expressly requested by the Client.

For the avoidance of doubt, no additional charge will be payable by Client for the JIRA Tracker.

Service Incident Procedure

The Parties will exchange information about a support incident, according to the following procedure:

- Client and/or Ontotext will create a ticket in JIRA (“**JIRA Ticket**”). Additional information for the JIRA Ticket can be discussed in the ticket using the support portal. The parties will use the generated (unique) reference string in all correspondence relating to the notified issue.
- The JIRA Ticket will contain information sufficient to understand the issue (such as description of the circumstances, logs, error messages, exceptions, system traces, etc.) and allow Ontotext to start work on the resolution. The relevant start time for the purposes of determining all response times by Ontotext set out in the Appendices to this Agreement (“**Start Time**”) will be the creation of Jira Ticket.
- All members of Ontotext support team will receive an automated notification email from JIRA. A member of the Ontotext support team will assign the JIRA Ticket which will trigger confirmation email to Client. This means that the issue is understood and confirmed.
- When the issue is resolved the Ontotext engineer changes the JIRA Ticket status to ‘Resolved’.
- Where the JIRA Tracker is unavailable to Client for any reason the parties will cooperate to find a practical work around solution provided that such unavailability will not relieve Ontotext of any of its obligations under the Service Levels.

PART 4: HOSTING SERVICES

The initial configuration and ongoing management of the hosting services will be undertaken by the Ontotext team.

The Hosting Services component comprises the following services provided in respect of the Software as a Service:

Layer	Common components	Competences	KPIs
Instances	3 x GraphDB nodes in cluster configuration	Cloud provider	Provides defined simultaneous requests and availability.
Storage	3 x operational data storage for GraphDB	Cloud provider	Provides defined simultaneous requests and availability.
Storage	Backup storage	Cloud provider	Provides RPO/RTO
Networking	Network connectivity	Cloud provider	Provides internal and external connectivity

The provision of storage, hosting, and network connectivity will be subcontracted to the Amazon Web Services (AWS).

PART 5: Service Stakeholder

For Client: as per Client's company details provided in the marketplace platform

For Ontotext: cloud@ontotext.com