



END USER SAAS AGREEMENT

This End User SaaS Agreement ("**EUSA**") is a binding contract between the SirionLabs entity identified in the table below ("**Sirion**") and you or the entity ("**End User**") that you represent for receiving the Subscription Services. This EUSA is effective as of the date you click the "I Accept" (or similar) button, or you indicate your acceptance of this Agreement by using the Services (the "**Effective Date**"). If you do not agree to these terms and conditions, you must not make any further use of the Services. If you are accepting this EUSA on behalf of your organization, you represent and warrant that: (i) you have full legal authority to bind your employer, or applicable entity, to these terms and conditions; and (ii) you have read and understood this EUSA.

Sirion may also be referred to as "us" or "our" or "we" and **End User** as "you" or "your".

Sirion and **End User** may also be referred to individually as a "party" and together as the "parties".

Capitalized terms are defined in context or in Section 14. (Definitions).

Sirion Legal Entity	End User Entity Registered Location	Notice Address
SirionLabs, Inc.	North America and LATAM	1633 W Innovation Way, Suite 04-145 Lehi UT 84043
SirionLabs Pte. Ltd.	EMEA, UK, and Singapore	160 Robinson Road, # 03-12 Singapore - 068914
SirionLabs Pvt. Ltd.	APAC (other than Singapore)	8th Floor, One Qube Plot 20, Sector 18, Gurgaon - 122015 (Haryana), India.

1. THE SERVICES

1.1 Access and Use Rights. Subject to this EUSA, we grant you for the Subscription Term a limited, personal, non-exclusive, non-transferable right for Authorized Users to access the features and functions of the Subscription Services solely for your internal business operations. This access grant may not be shared, assigned or otherwise transferred, whether in whole or in part. Your usage rights, including the number of Authorized Users allowed, are subject to the user or other limits specified in the Authorized Reseller Agreement.

1.2 Authorized Users. We will assign one user ID for each Authorized User ("**User ID**") and you undertake that: (a) the maximum number of Authorized Users that you will authorize to access and use the Subscription Services will not exceed the number of Authorized User subscriptions you have purchased; and (b) you will not allow any User ID to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Subscription Services under the same User ID. You shall make all Authorized Users aware of the provisions of this EUSA that are applicable to their use of the Subscription Services and shall ensure that they comply with those provisions. You are responsible for all acts and omissions in breach of this EUSA by Authorized Users or any other person using a User ID.

1.3 Verification of Your Usage Levels. We have the right to audit your use of the Subscription Services to verify that your use does not exceed the number of Authorized User subscriptions purchased by you. If any such audit reveals that you have used more Authorized User subscriptions than you have purchased, including by allowing multiple individuals to use the same User ID, then without prejudice to our other rights, we will be entitled to invoice you for, and you will be required to pay, any additional Fees due for such excess use.



1.4 Sirion Use Policy. You agree that your and your Authorized Users' use of the Subscription Services will at all times be in compliance with the [Sirion Use Policy](#).

1.5 Maintenance and Support. We will provide maintenance and support for the Subscription Services, in accordance with Addendum 1, Maintenance and Support Services.

1.6 Service Levels. Our provision of the Subscription Services is subject to our Service Levels, which describe Sirion's commitment to maintain monthly availability of the Subscription Services at 99.8% to its customers.

1.7 Hosting Environment and Access Technology. We are responsible for providing the hosting environment for the Subscription Services. You are responsible for obtaining and maintaining, at your own cost, all the equipment and software necessary for Authorized Users to use the Subscription Services. This includes having a stable internet connection with adequate bandwidth.

1.8 AI Module. We may, as part of the Subscription Services, offer functions, features, or tools that are powered by artificial intelligence, machine learning, or similar technologies (collectively, "AI Module"). The following terms govern your use of the AI Module:

- a) You are responsible for any content you upload or submit to the AI Module ("Input") as well as any content generated by the AI Module based on your Input ("Output").
- b) Except to the extent it consists of Customer Data, Input and Output will not be considered Confidential Information.
- c) You retain all rights, title, and interest in Input and Output, and we retain all ownership in the AI Module, including but not limited to all coding, algorithms, models, Prompts (other than Prompts developed by you, which are Input), application programming interfaces, plug-ins, processes, features, and functionality.
- d) You acknowledge that Output may not be (i) accurate or reliable; (ii) subject to Service Levels; and (iii) unique across all users of the AI Module.
- e) You will ensure that your use of the AI Module, Input, and Output complies with this EUSA and with applicable law.
- f) In your use of the AI Module, Input, or Output, you acknowledge and agree to comply with terms or policies of any third-party service providers that provide us with technology for the AI Module.

2. DATA PROTECTION

2.1 Data Protection. If your use of the Subscription Services requires that we process personal data, the parties' respective data processing roles and responsibilities will be set out in a separate data processing agreement entered into between the parties. Each party shall comply with all applicable Data Protection Laws and shall provide reasonable assistance to facilitate the other party's compliance as necessary. Our handling and use of personal information (other than Protected Information) is subject to our Privacy Policy, available at [Privacy Policy](#), as may be updated from time to time.

2.2 No Protected Information. You acknowledge and agree that we do not need Protected Information to provide the Subscription Services and that we shall have no liability related to any Protected Information you may share with us. Accordingly, you shall not and shall ensure your Authorized Users do not, upload, make accessible, or provide to us any Protected Information. We may upon notice suspend all or part of your access to the Subscription Services if we have reason to believe that you have breached the restrictions in this Section 2.2 for such period until (i) we are satisfied that there has not been a breach of this Section 2.2 or (ii) such breach has been remedied.



3. PROPRIETARY RIGHTS

3.1 Our Intellectual Property. We and our Affiliates (or their respective licensors, as applicable) own all rights, title, interest, and all Intellectual Property Rights in the Sirion Materials and the Subscription Services (and all derivative works of them), including the Sirion name, the Sirion logo, and the names and logos associated with the Subscription Services.

3.2 Your Intellectual Property. You retain all rights, title, and interest in and to the End User Data. You grant us a royalty-free, fully paid, non-exclusive, non-transferrable (except as set out in Section 13.3 (Assignment and Subcontracting)), worldwide, right to use End User Data solely as necessary for us to provide the Subscription Services to you.

3.3 Service Analytics. We may evaluate your use of the Subscription Services which includes reviewing aggregated, anonymized, and non-personally identifiable data to analyze, improve, market, support, and operate the Services.

4. CONFIDENTIALITY AND PUBLICITY

4.1 Confidentiality. Each party shall keep in confidence all Confidential Information belonging to the other. The receiving party shall protect the Confidential Information by using the same degree of care as the receiving party uses to protect its own Confidential Information. Further, the receiving party can only share the Confidential Information with (a) its Affiliates; (b) its professional advisors; or (c) its subcontractors who, in each case, need to know such Confidential Information to the extent reasonably necessary for their use of the Services or their performance under this EUSA.

4.2 Section 5.1 shall not apply to information that is: (a) already in the public domain; (b) is shared with the receiving party by the disclosing party with permission to disclose freely; (c) was already known by the receiving party; (d) obtained from a third party who is not bound by confidentiality obligations; or (e) developed by the receiving party independently without using the Confidential Information.

4.3 If either party receives a demand from a competent authority or court to disclose the other party's Confidential Information, the receiving party may comply with such demand if it has: (a) satisfied itself that the demand is lawful; (b) where possible, given the disclosing party as much prior notice as possible in order for the disclosing party to object to the demand; and (c) marked the required information as Confidential Information of the disclosing party.

4.4 The receiving party must comply with this Section 5 for a period of three (3) years following the disclosure of Confidential Information to it.

4.5 Upon request of the disclosing party at any time, the receiving party shall promptly return or destroy any Confidential Information belonging to the disclosing party, except that the receiving party may retain a copy as required for regulatory or legal purposes (but the obligations of confidentiality shall continue to apply).

4.6 The parties acknowledge that a violation of this Section 5 may cause irreparable harm to the disclosing party for which monetary damages may not be an adequate remedy, and injunctive or other interlocutory relief may accordingly be sought by the disclosing party.

4.7 Publicity. You agree that: (a) we may include your name and logo on our customer list and issue a press release announcing your use of the Subscription Services; (b) you will make your representatives available to support reference queries from our prospective customers and partners; and (c) you will provide us reasonable assistance in developing a case study regarding your use of the Subscription Services, which we may release publicly.

5. REPRESENTATIONS AND WARRANTIES



5.1 Subscription Services Limited Warranty. We warrant that during the Subscription Term, the Subscription Services will perform materially in accordance with the Documentation.

5.4 DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS EUSA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". WE DISCLAIM ALL OTHER WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL, OR WRITTEN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE).

6. INDEMNIFICATION

6.1 Indemnification by Us. We agree to indemnify and defend you and your officers, directors, and employees from and against any third-party claim, demand, or action (each, a "**Claim**") to the extent the Claim is based on an allegation that your use of the Subscription Services infringes any third party's Intellectual Property Rights (an "**Infringement Claim**").

6.2 Exclusions. We will have no liability or indemnification or defense obligation for an Infringement Claim to the extent it: (a) relates to your use of the Subscription Services with other software, data (including Customer Data), products, processes, or materials that we did not provide, and the infringement would not have occurred but for the combination; (b) arises from or relates to any modification of the Subscription Services that was not approved by us in writing; (c) arises from the use of the Subscription Services by you in an unauthorized manner or in any manner inconsistent with the Documentation; (d) arises from the use of the Subscription Services by you in violation of any applicable law; or (e) arises from your continuing the activity or use that constitutes or contributes to the infringement after notification by us.

6.3 Mitigation of Infringement Claims. If any Subscription Services become, or we believe the Subscription Services are likely to become, the subject of an Infringement Claim, then we shall, in our sole discretion, either: (a) secure the right for you to continue using the Subscription Services; or (b) replace or modify the Subscription Services so that they are no longer infringing; or (c) if, in our sole discretion, neither of the foregoing options are reasonably available to or commercially feasible for us, then we may terminate the affected Subscription Services and our sole and exclusive liability to you shall be to provide a pro-rata refund of the unused portion of any prepaid Fees for the Subscription Services.

6.4 Indemnification by You. You agree to indemnify and defend us and our respective officers, directors, and employees from and against any Claim to the extent the Claim is based on an allegation that (a) any End User Data and/or any other material provided or made accessible to us infringes, misappropriates, or otherwise violates any Intellectual Property Rights, right of privacy or other right of any person; and (b) breach of your obligations under Section 1.4 (Sirion Use Policy).

6.5 Indemnification Procedures. The party seeking indemnification under this Section 7 (the "**Indemnified Party**") shall: (a) provide written notice to the proposed indemnifier (the "**Indemnifying Party**") promptly, and in any event within ten (10) days after first becoming aware of the Claim; (b) cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in defense of the Claim; and (c) give the Indemnifying Party the right to control the defense and settlement of such Claim, except that the Indemnifying Party cannot settle the Claim if it adversely affects the rights or interests of the Indemnified Party without the Indemnified Party's written approval. Failure by a Party to meet its obligations in relation to the indemnification procedures in this Section 7 shall restrict such party from claiming indemnification under this EUSA. The Indemnified Party may participate in the defense and settlement of the Claim at its own expense, through its own legal counsel, but without any right of control.



7. LIMITATION OF LIABILITY

7.1 Limitation of Liability. To the extent permitted by applicable law, the maximum amount that we can be held liable for in relation to this EUSA, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the Fees you paid an Authorized Reseller for the Subscription Services that are the subject of the claim in the twelve (12) months before the occurrence of the first event giving rise to liability. This limitation applies to all liability arising during the Subscription Term as a total, aggregate cap in respect of this EUSA.

7.2 Exclusion of Certain Types of Damages. To the extent permitted by applicable law, we will not be liable to you or any third party, for: any (a) lost profits, revenues, anticipated savings, or goodwill (and in each case, whether direct or indirect); (b) loss of use of data; or (c) consequential, indirect, punitive, special, or exemplary damages of any type, however caused, and in all cases whether caused by breach of warranty or contract, or arising in tort (including negligence), or any other legal or equitable cause of action, even if we have been advised of such damages in advance or if such damages were foreseeable.

7.3 Exceptions to Limitations and Exclusions of Liability. The limitations of liability set out in Section 7.1 shall not apply to a party's liability with respect to breach of confidentiality as set out in Section 4 (Confidentiality and Publicity) and the indemnification obligations as set out in Section 6 (Indemnification).

8. TERM AND TERMINATION; SUSPENSION OF SERVICES

8.1 Term of this EUSA and Termination. The term of this EUSA commences on the first date you access the Subscription Services and unless earlier terminated in accordance with this EUSA, continues for as long as you have access to the Subscription Services (the "**Subscription Term**"). Either party may terminate this EUSA in its entirety immediately upon written notice, if the other party: (a) becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation in any jurisdiction that is not dismissed within sixty (60) days of its commencement; or (b) materially breaches this EUSA and does not cure the breach within thirty (30) days after receiving written notice of the breach from the other party.

8.2 Suspension of Services. We may temporarily suspend your access to the Subscription Services if (a) you breach any term of these Terms and do not cure it within ten (10) days of receiving written notice from us of the breach; (b) the Authorized Reseller notifies us that you have breached any term of the Authorized Reseller Agreement, including without limitation any payment obligations that you have to the Authorized Reseller, and you do not cure the breach within ten (10) days of receiving written notice from the Authorized Reseller of the breach; or (c) we have not received payment for your access to the Subscription Services from the Authorized Reseller when due, and such payment is not paid within ten (10) days of Authorized Reseller's receipt of notice of non-payment. The Subscription Services will only be restored once the even giving rise to suspension has been resolved. The Subscription Term will remain unchanged notwithstanding any suspension of Subscription Services.

8.4 Effects of Expiration or Termination. Effective immediately upon expiration or termination of this EUSA or any Services: (a) our obligation to provide and support the Subscription Services will immediately cease; (b) you shall cease use of the Subscription Services; and (c) neither party will have continuing rights to use any Confidential Information of the other or to exercise any Intellectual Property Rights of the other, save to the extent required to discharge any and all obligations arising under this EUSA. For clarity, termination of these Terms will not automatically result in termination of the Authorized Reseller Agreement, which will continue in effect according to its terms unless otherwise agreed between you and the Authorized Reseller.

8.5 Retrieval of End User Data. If we receive a written request from you within thirty (30) days of expiration or termination of this EUSA, we will retrieve End User Data and provide it to you in its then-standard machine-readable



format, at no additional cost to you. End User Data in our systems will in any event be deleted automatically after thirty (30) days of expiration or termination of this EUSA.

9. DISPUTE RESOLUTION

The parties agree that their respective representatives shall work in good faith to resolve all disputes arising under this EUSA. If the parties cannot settle a dispute within a reasonable timeframe, which should be no more than thirty (30) days after starting the dispute resolution process in this Section 9, they will involve their senior corporate executives. If the parties still cannot resolve the dispute within an additional fifteen (15) days, each party shall have the right to pursue alternative remedies available in accordance with Section 11 (Governing Law). Nothing shall preclude either party from seeking equitable relief at any time if a risk of irreparable harm to that party exists and no appropriate remedy for such harm exists at law. While the parties are trying to resolve a dispute, they shall continue their obligations under this EUSA unless doing so would harm the other party. All the discussions and agreements made during the dispute resolution process will be kept confidential, meaning that they will not be shared publicly or used in court proceedings.

10. FORCE MAJEURE

If a Force Majeure Event occurs neither you nor we will be held responsible for any delays or failures to perform under this EUSA. The party affected by the Force Majeure Event will promptly inform the other party about it in writing and describe the nature of the event and how long it is expected to last. The party affected should also do its best to limit the impact of the event and keep the other party updated on its progress and when it can start performing its obligations again.

11. GOVERNING LAW

The validity, construction, and interpretation of this EUSA shall be governed by the laws of the country or state set out in the table below, which depends on the Sirion contracting entity applicable to this EUSA, without regard to conflict of laws principles. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply to this EUSA.

Sirion entity	Governing law	Jurisdiction of Courts
SirionLabs Pte. Ltd.	laws of the Republic of Singapore	courts of the Republic of Singapore
SirionLabs, Inc.	Laws of the State of New York, USA	federal or state courts in State of New York, USA
Sirion Labs Pvt. Ltd.	laws of India	courts of New Delhi, India

12. GENERAL PROVISIONS

13.1 Export Compliance. The Subscription Services may be subject to export laws and regulations. We represent to you, and you represent to us, that neither you (including your Authorized Users), nor we are prevented from conducting business due to any United States laws, executive orders, or other governmental actions, including the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury. This includes individuals or entities named on OFAC's Specially Designated and Blocked Persons List. You also agree not to permit Authorized Users to access or use any of the Services from or in an embargoed country or in violation of an applicable country's export laws or regulations.

13.2 Anti-Corruption. We represent and warrant to you that we, and you represent and warrant to us that you, have not received or been offered any improper or illegal bribe, payment, gift, or other thing of value from an employee or agent of the other party in connection with this EUSA. Neither party shall do anything under this EUSA that would break any laws against corruption or bribery. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the restriction in this Section 13.2 unless prohibited by law.



13.3 Assignment and Subcontracting. Neither party may assign or otherwise transfer any rights or obligations under this EUSA, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), except to Affiliates or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of the assigning party's assets, provided that the assignee agrees to assume and be bound by this EUSA. Notwithstanding anything to the contrary in this EUSA, we may subcontract the provision of Subscription Services in whole or in part to our Affiliates or to a third party to perform certain tasks and functions under this EUSA, provided that we remain responsible for the performance of the Affiliate or third party.

13.4 Relationship of the Parties; Third Party Beneficiaries. We and you are independent entities, and we will provide the Services as an independent contractor. This EUSA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship and there are no third-party beneficiaries under this EUSA.

13.5 Survival. Any provision that is necessary for the proper interpretation, administration, or enforcement of this EUSA will survive the expiration or termination of this EUSA for any reason.

13.6 Waiver. No failure or delay by either party in exercising any right under this EUSA will constitute a waiver of that right or any other right. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any other occasion.

13.7 Notices. We will deliver notices given under this EUSA to your address or email address provided to use by the Authorized Reseller. Except as otherwise provided in this EUSA, you shall deliver notices in writing by courier for the attention of our General Counsel at the address set out in this EUSA with an e-mail copy to: contracts@sirionlabs.com and legalteam@sirionlabs.com. All notices sent by courier delivery are deemed to have been received upon the day the courier delivery package is signed for, and if that day is not a business day, upon the next business day.

13.8 Severability. If any provision of this EUSA is held by a court of competent jurisdiction to be contrary to applicable law, then the parties agree to replace it with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with applicable law, and the remaining provisions of this EUSA will remain in full force and effect.

13.9 Counterparts; Electronic Signatures. This EUSA may be executed and delivered in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and, notwithstanding their date of execution, shall be deemed to be effective as of the Effective Date. Any documents that are signed and/or delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the document had been signed in ink.

13.10 Entire Agreement. This EUSA is the entire agreement between you and us and supersedes all prior and contemporaneous negotiations, understandings, promises, and agreements whether written or oral. No provision of this EUSA may be amended or otherwise modified or superseded except by a written agreement signed by a duly authorized representative of each party. You agree that any terms or conditions contained in any documentation generated by you are inapplicable to this EUSA even if we have not specifically rejected such terms in writing.

13.11 Interpretation. This EUSA shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there will be no presumption or inference against the party drafting this EUSA (or any of its constituent documents) in construing or interpreting any of its provisions. Headings contained in the EUSA are included for convenience of reference only and shall not define or affect the meaning or interpretation of any provision of the EUSA. Terms for which meanings are defined in this EUSA shall apply equally to the singular and plural forms of the terms defined. The word "including" shall mean "including but not limited to" or words of similar effect.

14. DEFINITIONS



"Affiliate" means any legal entity that directly or indirectly controls, is controlled by, or is under common control by you or us, where control means ownership, directly or indirectly, of 50% or more of the voting rights or otherwise the ability to direct business decisions.

"Authorized Users" means your designated end users who receive a valid user ID or other access credentials authorizing them to access and use the Subscription Services.

"Authorized Reseller Agreement" means the agreement between End User and Authorized Reseller under which the Authorized Reseller resells the Subscription Services to the End User.

"Authorized Reseller" means the entity that has been authorized and certified by Sirion as a reseller of the Subscription Services and that resells the Subscription Services to the End User pursuant to the Authorized Reseller Agreement.

"Confidential Information" means all information disclosed by or on behalf of either party to the other, whether disclosed orally, visually, or in writing, that is designated as confidential or proprietary or that should be reasonably understood to be confidential or proprietary given the nature of the information and circumstances of disclosure.

"Data Protection Laws" means any applicable law that governs the security, privacy, or protection of personal data or personally identifiable information.

"Documentation" means user guides, manuals, operating, and training materials for the Subscription Services, as may be made available to you by us, from time to time.

"End User Data" means all data, information and other content made available by you to us for the purposes of using the Subscription Services.

"Fees" means the fees payable by you to the Authorized Reseller for provision of the Subscription Services during a Subscription Term as set out in the Authorized Reseller Agreement.

"Force Majeure Event" means unexpected situations or events that are beyond our or your control (excluding any negligent actions or omissions). This includes acts of nature, government actions, floods, fires, earthquakes, epidemics/pandemics, civil unrest, acts of terror, strikes, or other labour problems (except if they involve the party's own employees or contractors), internet service or telecommunications carrier issues, and denial of service attacks.

"Intellectual Property Rights" means the legal rights held by the owner of a copyright, patent, trademark, trade secret, or other form of legally protectable proprietary right.

"Prompt" means a natural language text that requests an AI Module to perform a specific task.

"Protected Information" means an individual's personal information related to race or ethnicity, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health, sexual life, any actual or alleged criminal offences or penalties, financial, authentication, or any other information that may be deemed to be sensitive and is protected under applicable law.

"Sirion Materials" means all materials, in any form provided to you by us in connection with the Subscription Services. Sirion Materials include all creative materials or content, graphical or numerical displays, templates, reports, playbooks, documents, technology, interfaces, processes, maps, data and/or databases, designs, software, software configuration,



methods, methodologies, ideas, concepts, know-how, or any other material or Intellectual Property Rights generated by or for us in relation to the Subscription Services, whether pre-existing or developed during the term of this EUSA.

“**Subscription Services**” means the Sirion software-as-a-service specified in the Authorized Reseller Agreement, access to which is provided to you by us.



ADDENDUM 1

MAINTENANCE AND SUPPORT SERVICES

This addendum describes the maintenance and support services that Sirion provides to its customers. Capitalized terms used but not defined will have the same meanings given to them in the SaaS Terms.

1. DEFINITIONS:

"Customer Success Representative" means the Customer Success team member(s) appointed in accordance with your subscribed support plan as your relationship management point of contact.

"Authorized Support User" means your named representative who coordinates with us for the submission and completion of requests made to the Support Desk or for completion of professional services.

"Business Day" means 8:00am to 5:00pm Monday to Friday (excluding Public Holidays) in the time zone where your headquarters or principal place of business is located.

"Disaster" means an Incident that significantly disrupts or damages our IT infrastructure, systems, or services and which requires a rapid response to minimize the impact on your receipt of the Subscription Services.

"Incident" means an unplanned interruption or material reduction in the quality of the Subscription Services. The term Incident excludes:

- features not available in the current release of the Subscription Services;
- the Subscription Services working as designed or as described in the Documentation;
- quality deficiencies attributable to your Internet access, bandwidth, continuity, or other telecommunications related arrangements;
- performance or access deficiencies attributable to a third-party application or product (e.g., laptop, internet browser, etc.);
- any change request or other administrative service request (these are not considered Incidents and will be excluded from the Support Objectives as defined below);
- an event that requires code level changes to the Subscription Services; and
- interruptions or material reductions in quality attributable to a Force Majeure Event.

"Pooled Technical Support" means a shared service support model for the delivery of the Support Desk.

"Recovery Point Objective" (RPO) means the amount of entered data (measured in minutes) that may permissibly be lost due to a Disaster.

"Recovery Time Objective" (RTO) means the amount of time (measured in minutes) that may pass before the Subscription Services are restored to the recovery point due to a Disaster.

"Response Time" means the elapsed time from when an Incident is reported by you to the Support Desk and the time that we contact or attempt to contact you to begin the resolution process.

"Resolution" means a (a) Workaround or (b) other solution to an Incident that permits an Authorized User to continue using the Subscription Services as described in this Agreement.

"Severity Level" means the degree to which you are prevented from using the Subscription Services as designed as the result of an Incident. There are four Severity Levels:

Severity Level 1 – An incident that results in the complete loss of access to, or all capability of, the Subscription Services (e.g., application not accessible). We will work continuously until a Severity Level 1 Incident is resolved.

Severity Level 2 – An incident that disables major fundamental functions from being performed and therefore affects the normal operation of the Subscription Services (e.g., application is accessible, but contract repository not working).



Severity Level 3 – An Incident that disables non-essential functions but that does not impair the normal operation of the Subscription Services (e.g., general application slowness).

Severity Level 4 – Intermittent or minor Incidents that do not materially affect normal operation of the Subscription Services (e.g., help manual not available, non-functional filters, etc.).

“Subscription Services” means the Sirion software-as-a-service.

“Support Desk” means our service for resolving Incidents arising from the use of the Subscription Services. An Authorized Support User may raise a request to our Support Desk through the provided support portal.

“Workaround” means a change in operating procedures or temporary measures whereby an Authorized User can continue using the Subscription Services without material inconvenience.

2. SUPPORT TERMS

A. Support Desk

- We provide Support Desk services to assist you in identifying and resolving technical queries and problems with the Subscription Services.
- You will use the Support Desk to initiate Incident support requests via access to our incident management system and to communicate with us regarding the Subscription Services in accordance with your subscribed Support Plan.
- We will assign each Incident a Severity Level and use reasonable efforts to respond to all support requests within the timeframes listed in the Support Objectives.

B. Conditions and Exclusions

- You will not use the Support Desk as a substitute for training to use the Subscription Services.
- We will only provide support to Authorized Support Users via the Support Desk.
- You will provide us with complete information when making support requests. We will not be required to provide support, or we may stop providing support already commenced, if we reasonably deem the information provided by you to be incomplete.
- The Support Desk does not include support related to Incidents caused by: (a) your incorrect operation of the Subscription Services or (b) your failure to provide suitably qualified and adequately trained staff for the use of the Subscription Services.

3. SUPPORT PLANS

Support Plans			
	Standard Plan	Plus Plan	Premium Plan
Support Plan Pricing	Included in the price of subscription	Additional fee to subscription	Additional fee to subscription
Support Coverage	Business Days Only	24/5	24/7
Support Resources	Pooled Technical Support	Pooled Technical Support	Pooled Technical Support + Support Account Manager

Support Channel/Interface	Web Portal (2 Portal Licenses)	Web Portal + Email (5 Portal Licenses)	Web Portal + Email + Phone (10 Portal Licenses)
Configuration Support/ calendar quarter	N/A	20 hours	60 hours
Customer Success Representative	N/A	Customer Success Manager	Customer Success Manager + Director
Account Review per year	1	2	4

4. SUPPORT OBJECTIVES

The Support Desk will use all commercially reasonable efforts to achieve the Support Objectives defined below:

Support Objectives			
	Standard Plan	Plus Plan	Premium Plan
Severity Level 1	Initial Response Time -2 hours	Initial Response Time -1 hours	Initial Response Time - 0.5 hours
	Resolution - 2 Business Days	Resolution - 1 days	Resolution - 12 hours
Severity Level 2	Initial Response Time -1 Business Days	Initial Response Time -12 hours	Initial Response Time - 6 hours
	Resolution - 6 Business Days	Resolution - 4 days	Resolution - 2 days
Severity Level 3	Initial Response Time - 2 Business Days	Initial Response Time - 1 day	Initial Response Time -12 hours
	Resolution - 10 Business Days	Resolution - 7 days	Resolution - 5 days
Severity Level 4	Initial Response Time - 3 Business Days	Initial Response Time -2 days	Initial Response Time - 1 days
	Resolution - 25 Business Days	Resolution - 18 days	Resolution - 12 days

5. ACCOUNT REVIEW

We will undertake account reviews in accordance with your subscribed Support Plan during which we will discuss your current and future service needs and report on service level performance. We will also discuss with you survey results and our plans for service improvement and future modifications and enhancements.

6. DISASTER RECOVERY

In the event of a Disaster, we will use all commercially reasonable efforts to achieve an RPO of no more than 30 minutes and an RTO of no more than 120 minutes.