

Services set forth herein shall commence at the time designated by Kryon, and are subject to the provisioning and availability of the Kryon's platform. Services are provided for the term set forth in this agreement.

Client authorizes Alphaserve to act on its behalf to initiate and modify the services provided by Kryon, and to accept terms relating to the service provided by Kryon. The services provided by Kryon will be supported and managed by Alphaserve only where Client has subscribed in writing to the relevant managed services offered by Alphaserve which correspond to the services provided by Kryon. Where Alphaserve provides support and management of the services provided to Client by Kryon, Alphaserve will follow the implementation recommendations made by Kryon.

The services provided by Kryon described in this agreement are subject to the terms, conditions and service level agreements imposed by Kryon, ("the Kryon Terms") including but not limited to the terms set forth below. The Kryon Terms shall apply to this order and all future Kryon services provided to Client. The Kryon Terms shall be Client's sole remedy in respect of any service level breach or other breach.

1. **License Grant and Restrictions.**

(a) **License.** In accordance with and subject to the terms and conditions of this Agreement, Kryon grants Licensee, during the subscription term, a limited, revocable, personal, non-transferable, non-assignable, non-exclusive, non-sublicensable license to use, solely for internal business purposes and solely in binary executable form, Kryon's robotic process automation software, Kryon's process discovery software and/or other software product(s) (together with all enhancements, upgrades, improvements and extensions thereto that may be provided by Kryon to Licensee from time to time) (the "**Software**"), in accordance with the user guides and manuals for installation and use of the Software provided by Kryon in electronic format (the "**Documentation**", and together with the Software – the "**Licensed Product**"). The Licensed Product will be locally installed and deployed on Licensee's systems, *provided* that such systems meet Kryon's architecture requirements as set forth in Schedule A hereto. All rights, title and interest in and to the Licensed Product, including without limitation, any Intellectual Property Rights (as such term is defined below) vest exclusively in Kryon. The parties may mutually agree in writing to add new Software licenses or service orders to this Agreement..

(b) **Use by Affiliates.** If Licensee purchases the right to use the Licensed Product by its Affiliate, Licensee shall: (i) provide each such Affiliate with a copy of this Agreement; (ii) ensure that each such Affiliate complies with the terms and conditions herein; and (iii) be responsible for any breach of these terms and conditions by any such Affiliate. For purposes of this Agreement, "**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with you, where "**Control**" means ownership, directly or indirectly, of 50% or more of the voting interest.

(c) **Additional Permitted Users.** Licensee shall not allow the use of and/or access to the Licensed Product by third parties or anyone other than (i) Licensee's employees whose duties require such access or use; and (ii) Licensee's authorized consultants and subcontractors (excluding any direct competitors of Kryon) while such access will be permitted only at the Licensee's facilities and only where such use is required as part of their performance of the services for the Licensee. The Licensee shall ensure that its employees, consultants and subcontractors comply with the terms of this Agreement and shall bear full responsibility for any harm caused to Kryon for breach of the terms of the license by its employees, consultants or subcontractors.

(d) **License Restrictions.** The Software shall be installed in accordance with the Documentation and with any other instructions of Kryon. Except as expressly and unambiguously permitted by this Agreement, without Kryon's prior written consent, the Licensee may not, nor permit anyone else to, directly or indirectly: (i) commercially distribute, rent, lease, lend, use, translate, reproduce, market, license, sublicense, assign, resell or otherwise transfer the Licensed Product or transfer Licensee's rights hereunder to a third party (including, without limitation, the use of the Licensed Product for the benefit of a third

party), (ii) copy, reproduce, create a derivative work or modify any part of the Licensed Product, including by means of incorporating it into or with any other product or program, (iii) disclose, publish or otherwise make publicly available the results of any benchmarking of the Software, or use such results for competing software development activities; (iv) attempt to decipher, decompile, disassemble, reverse engineer or reverse compile all or any portion of the Licensed Product, or otherwise attempt to discover the source code of the Licensed Product, except to the extent otherwise permitted under applicable law in the jurisdiction of use, (v) remove or otherwise alter any of Kryon's trademarks, logos, copyrights or other proprietary notices or indicia, if any, fixed or attached to the Licensed Product; (vi) use the Kryon name, logo or trademarks without prior written consent from Kryon; (vii) ship, transfer or export the Licensed Product into any country, or make available or use the Licensed Product in any manner which is in violation of applicable export control laws, restrictions or regulations; or (viii) transfer or otherwise make available to the Company any Personal Data (as further detailed below). Any right not explicitly granted to Licensee is reserved to Kryon or its licensors. The Licensee agrees to use the Licensed Product in a manner that complies with all applicable laws in the jurisdiction in which Licensee uses the Licensed Product, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights. The Licensee will not use the Licensed Product for any purpose that is unlawful or prohibited by this Agreement. Third Party Components (as such term is defined below) that are provided in connection with the Licensed Product are provided "AS IS" without any warranty of any kind, as further detailed in Section 3(e) below.

2. Services.

(a) Maintenance and Support. Subject to payment of the applicable license fees, Kryon shall provide Software support and maintenance in accordance with the terms and conditions set forth in its Service Level Agreement, which may be updated from time to time (a current copy is attached hereto as Schedule B).

(b) Delivery and Installation. With respect to any Software provided by Kryon to Licensee hereunder, Kryon shall deliver and install the Software at the time and place mutually agreed upon between the parties..

(c) Training. Kryon shall provide training and assistance regarding the use and operation of the Software.

(d) Professional Services. Unless the parties have executed a separate services agreement for the procurement of professional services, Kryon may provide professional services, as mutually agreed upon between the parties.

3. Intellectual Property Rights.

(a) Licensed Product. The Licensed Product is licensed, not sold. As between the parties, all title, ownership rights, and Intellectual Property Rights evidenced by or embodied in and/or attached/connected/related to the Licensed Product, including any new version releases, updates, enhancements, modifications, developments or improvements made thereto, and including all reports which are generated during the performance of the Licensed Product, are and shall remain solely owned by Kryon, its affiliates, or their respective suppliers and licensors. The Licensee's possession, installation or use of the Licensed Product does not convey to the Licensee any title, right or interest to the Licensed Product, other than the limited revocable license as expressly set forth in Section 1 to this Agreement. Nothing in this Agreement constitutes a waiver of Kryon's Intellectual Property Rights. **"Intellectual Property Rights"** means: (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source

of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

(b) Feedback. If Licensee contacts Kryon with feedback data (*e.g.*, questions, comments, suggestions or the like) regarding the Licensed Product (collectively, “**Feedback**”), such Feedback shall be deemed to be non-confidential, and Kryon shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate any such Feedback into the Licensed Product and/or any of its current or future products or services (without the Licensee's approval and without further consideration).

(c) Analytics. Kryon may collect, process, disclose, publish and use in any other manner any anonymous, aggregated and non-identifiable information which is derived from the use of the Licensed Product (“the **Analytics Information**”), in order to provide and improve Kryon's programs and services and for any legitimate business purposes. Kryon shall remain the exclusive owner of the Analytics Information. For the avoidance of doubt, the Company's Software and related services do not require the Company to process, access or use any personally identifiable information or other data protected under applicable privacy laws (the “Personal Data”). Therefore, Licensee hereby represents and warrants that (i) it will not transfer or otherwise make available to the Company any Personal Data, and (ii) it has obtained all applicable permits, authorizations and/or consents as to allow the Software's operation and functionality on Licensee's systems in accordance with the terms of this Agreement.

(d) Third Party Components. The Software is based on software which is developed and owned by Kryon and/or its licensors. The Software may use or include third party software, files and components that are subject to open source and third party license terms. A list of third party components that are subject to licenses that require certain notifications to be made (“**Third Party Components**”) is available in the Software or its Documentation and may be updated from time to time. Licensee's right to use such Third Party Components as part of, or in connection with the Software is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an “AS IS” basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Licensee hereby agrees to such terms associated with the Third Party Components. Under no circumstances shall the Software or any portion thereof (except for the Third Party Components contained therein) be deemed “open source” or “publicly available” software. The licenses of certain Third Party Components may require the provision of the source code of these Third Party Components. With respect to any licenses of Third Party Components that require the provision of the open source code of these Components, Kryon will provide Licensee, during a period set forth by each such license, for a charge of no more than Kryon's cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, on a medium customarily used for software interchange.

4. Compensation.

(a) General. In consideration for the Software licenses granted by Kryon under Section 1 and any additional services provided by Kryon under Section 2, Licensee shall pay Kryon the fees agreed upon between the parties.

(b) Payment Terms. Unless specified otherwise, (a) the Licensee shall be invoiced for the fees upon execution hereof with respect to any Software licenses granted and upon the order of a service, and (b) Payment is due thirty (30) days after the date of the invoice, and (c) all amount payable hereunder shall be paid in United States Dollars. All amounts not paid within fifteen (15) days of the due date shall bear interest at the rate of one and one half percent (1.5%) per month, or at the highest rate allowed by law, whichever is less, from the date due.

(c) Taxes. Licensee shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added, withholding or other taxes and fees, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, except for taxes based on Kryon's net income. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, Licensee shall gross-up the payment under this Agreement by such amount to ensure that after such withholding or deduction Kryon shall receive an amount equal to the payment otherwise required.

5. Representations and Warranties; Disclaimers.

(a) Mutual Representations. Each party represents and warrants that (i) it is duly organized and in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite power and authority (corporate or otherwise) to execute, deliver and perform its obligations under this Agreement; (iii) the execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under or breach of any agreement or other instrument to which it is a party or by which it is bound; and (iv) it will comply at all times with all applicable laws, rules and regulations relevant to this Agreement, including the use of Software. Without limiting the foregoing, Kryon shall comply with all anti bribery laws, import/export laws and regulations and anti-kickback laws.

(b) Professional Services Warranty. Kryon represents and warrants that should it provide any professional services to Licensee, those services will be performed in a professional and workmanlike manner. In the event Kryon performs on-prem services at Licensee's facilities, it hereby undertakes that it shall use all necessary endeavors and take all required measures to minimize, to the full extent, any inconvenience that may be caused, in any way and of any sort whatsoever, to Licensee, its employees, agents or any other supplier or other person at Licensee's facilities.

(c) Software Warranties. Kryon represents and warrants that commencing from the date the Software is installed at the Licensee premises and during the Term, under normal authorized use, the Software shall perform in substantial conformance with its Documentation;

(d) Exclusions. The Software warranties set forth above shall not apply if the failure of the Software results from or is otherwise attributable to: (i) repair, maintenance or modification of the Software by persons other than Kryon's authorized third parties; (ii) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Software; (iii) use of the Software other than in accordance with the Software's Documentation; (iv) the combination of the Software with equipment or software not authorized or provided by Kryon or otherwise approved by Kryon in the Software's Documentation; or (v) the Software being licensed for beta evaluation, testing or demonstration purposes.

(e) Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED PRODUCT IS PROVIDED ON AN "AS IS" BASIS, AND KRYON DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS PROVIDED IN THE "INDEMNIFICATION" SECTION BELOW, (A) IN NO EVENT SHALL KRYON OR ANY OF ITS EMPLOYEES, AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE FOR INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR DATA, LOST PROFITS OR GOODWILL, LOSS OF BUSINESS REVENUES, PROFITS OR SAVINGS, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, PUNITIVE OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY RESULTING FROM THE USE OR INABILITY TO USE THE LICENSED PRODUCT, EVEN IF KRYON HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY; AND (B) IN NO EVENT SHALL KRYON'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY RECEIVED BY KRYON UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7. **Indemnification.**

(a) **Indemnification by Licensee.** Licensee agrees to defend, indemnify and hold harmless Kryon, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from the Licensee's unauthorized use of the Software and/or breach of Licensee's warranties with respect to Personal Data.

(b) **Indemnification by Kryon.** Kryon agrees to defend, indemnify and hold harmless Licensee from and against any damages and expenses (including but not limited to attorney's fees) awarded in a final judgment of third party actions or suits brought against Kryon, alleging that the Software licensed to and/or used by Licensee in accordance with this Agreement infringes Intellectual Property Rights of any third party ("**IP Claim**"); *provided* that Licensee (i) notifies Kryon promptly in writing of such IP Claim; and (ii) grants Kryon sole authority to handle the defense or settlement of any such IP Claim and will provide Kryon with all reasonable information and assistance, at Kryon's expense. Kryon will not be bound by any settlement that Licensee enters into without Kryon's prior written consent.

(c) **Corrective Measures.** If the Software becomes, or in Kryon's opinion is likely to become, the subject of an IP Claim, then Kryon may, at its sole option and expense (a) procure for Licensee the right to continue using the Software; (b) replace or modify the Software to avoid the intellectual property infringement; or (c) if options (a) and (b) cannot be accomplished despite Kryon's reasonable efforts, Kryon may accept return of the affected Software and provide a prorated refund for such returned Software.

(d) **Indemnification Exclusions.** Notwithstanding the foregoing, Kryon shall have no responsibility for any IP Claim resulting from or based on: (i) repair, maintenance or modifications to the Software by any party other than Kryon; (ii) Licensee's failure to use updated or modified version of the Software which was provided by Kryon specifically to avoid infringement; and/or (iii) the combination or use of the Software with any third party equipment, devices or software not or authorized by Kryon in advance.

(e) This Section 7 STATES KRYON'S SOLE AND EXCLUSIVE LIABILITY AND THE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

8. **Term and Termination.**

(a) **Agreement Term.** The term of this Agreement shall commence on the Effective Date and will continue thereafter for a period of three (3) years (the "**Term**"), unless terminated at the end of each year upon the provision of an advanced written notice of sixty (60) days prior to the end of such year. At the end of the Term, this Agreement may be renewed for an additional three (3) years periods, unless earlier terminated under the provisions hereof.

(b) **Termination for Breach.** A party may terminate (in addition to any other remedies available at law or in equity) this Agreement upon the other party's breach of any of the provisions hereof that is not cured within thirty (30) days after receiving notice of such breach.

(c) Immediate Termination. Either party may terminate this Agreement upon written notice to the other party in the event that one or more of the following events occur(s): (a) appointment of a trustee or receiver for all or any part of the assets of the other party; (b) insolvency or bankruptcy of the other party; (c) a general assignment by the other party for the benefit of creditor(s); or (d) dissolution or liquidation of the other party.

(d) Effect of Termination. Upon termination of this Agreement, (i) all Licensed Products' licenses shall expire, and Licensee shall immediately discontinue the use of the Licensed Product(s) and shall at Licensee's sole cost, return or provide certification to Kryon of the destruction of all copies of the Licensed Product(s), (ii) Kryon shall cease providing services under Section 2, (iii) each party shall return any copies of Confidential Information to its Discloser; and (vi) any sums paid by the Licensee until the date of termination are non-refundable, and it shall not be relieved of its duty to discharge in full all due sums owed by it to the Licensor under this Agreement, which sums shall become immediately due and payable on the date of termination of the Agreement.

(e) Survival. Those provisions of this Agreement which by their nature should survive the expiration or termination of this Agreement shall so survive its expiration or termination, including without limitation, Sections 3, 4(c), 5(e), 6, 8(d) and 9-11.

9. Confidentiality.

(a) Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Discloser**" and the **Confidential Information**", respectively).

(b) Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the Discloser's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the Discloser except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the Discloser.

(c) Neither party shall have an obligation under this Agreement to maintain in confidence any information that it can demonstrate that (i) is in the public domain at the time of disclosure, (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of such party in the public domain at the time of disclosure, (iii) is independently developed by such party without reference to Confidential Information.

(d) To the extent the parties have executed a mutual Non-Disclosure Agreement ("**NDA**"), it shall be attached hereto as Schedule C. The provisions of the NDA shall apply to any disclosure of Confidential Information made hereunder and the parties shall continue to comply with the provisions of the NDA. To the extent that the term stated in the NDA terminates prior to the termination of this Agreement, the parties agree that the term of the NDA (and the non-disclosure obligations thereunder) shall be automatically extended to the term of this Agreement and shall survive thereafter in accordance with its terms. In the event of any inconsistency between the terms of the NDA and the terms of this Agreement, the terms of this Agreement shall control.

10. Publicity. Both Kryon and Licensee may refer to the existence of a license agreement between them, including listing Kryon as a technology provider, or Licensee as a user of the technology, including on Kryon's website and in its marketing and promotional materials. Such promotional uses include the display of a party's logo or trademark.

11. **Miscellaneous.**

(a) **Non-Solicitation.** During the term of this Agreement and for a period of 12 months following its expiration or termination, Licensee will not, (i) directly or indirectly, including personally or in any business in which it is an officer, director or shareholder, for any purpose or in any place, employ any person employed by Kryon or retained by Kryon as a consultant on the date of such termination or during the preceding six months; or (ii) solicit from the clients of Kryon any business in competition with Kryon that involves activities in which Kryon was engaged or had already planned to be engaged during the term of the employee's employment.

(b) **Entire Agreement.** This Agreement and any Schedules hereto sets forth the entire agreement and understanding between the parties and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby.

(c) **No Waiver.** The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of any breach of any term contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of any breach of any such term or any other term set forth in this Agreement.

(d) **Severability.** If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions contained in this Agreement invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any portion of this Agreement shall not affect the remaining portions of this Agreement.

(e) **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New York, United States of America, without regard to that state's conflicts of laws rules. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate court sitting in the State of New York, United States of America.

(f) **Export Restrictions.** Licensee may not export or re-export the Licensed Product, or any copy thereof, in violation of any applicable laws or regulations.

(g) **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior consent of the other party, except in the event of transfer to a person or entity who acquires all or substantially all of the assets or business of such party, whether by sale, merger or otherwise. Any prohibited assignment, transfer or sublicense shall be null and void.

(h) **Notice.** All notices under this Agreement will be in writing and deemed given when: (i) in the case of email correspondence, once the transmitting party has received communication from receiving party via e-mail reply confirming receipt of the e-mail. All emails to Kryon shall be sent to _____ and all notices to the Licensee shall be sent to _____; (ii) personally delivered, or (iii) one (1) business day after delivery by courier or messenger service, or (iv) seven (7) days after being sent by registered international mail, postage prepaid, certified or registered, return receipt requested, and addressed to the address of the receiving party set forth in the preamble, or at such different address as may be designated by such party by written notice to the other party from time to time

(i) **Headings.** The headings in this Agreement are solely for convenience of reference and shall not be given any effect in construction or interpretation of this Agreement.

(j) Force Majeure. Kryon shall not be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including without limitation, natural disasters, acts of civil or military authority, fire, flood, war, labor shortage or dispute or governmental authority.

Schedule A

Architecture Requirements

<https://www.kryonsystems.com/MSA/System-Architecture-&-Requirements.pdf>

<http://www.kryonsystems.com/MSA/System-Architecture-&-Requirements-Kryon-Process-Discovery-v1.5.pdf>

Schedule B

Service Level Agreement

THE KRYON PLATFORM STANDARD MAINTENANCE & SERVICE LEVEL AGREEMENT

1. Introduction and Definitions

This document defines Kryon's policies, definitions, and responsibilities with regard to Kryon's **Standard** Support and Maintenance offering only.

Support refers to Kryon's responsibilities to address questions and issues related to any of the Kryon platform components (i.e. Unattended Robot, Attended Robot, Studio, etc.) or their products (i.e. Wizards). Support is available for customers who purchased licenses and for the versions supported (GA version and one major release before that. For example, if the current GA version is 3.X, then customers are entitled to support on versions 2.X and 3.X. Customers utilizing older versions will need to upgrade their version in order to get support).

Kryon cannot guarantee proper functionality or adequate performance of the platform when it is installed on hardware that does not meet the platform's minimal prerequisites. Support in such a case will be limited.

Maintenance refers to customer rights to receive bug fixes and version upgrades for the product purchased.

2. Support Hours and Channels

Standard Support is provided via email and during regular business hours, EST. Remote access to customer environment (i.e. using screen-sharing technology such as WebEx/AT&T Connect etc.) is required for proper support. If remote access is not available, supplier will not be responsible for any delay caused to the initial response time and time resolution.

2.1 Support Hours

Support hours are Monday through Friday; 9:00am to 6:00pm.

2.2 Support Channels

Please send all support emails to support@kryonsystems.com.

3. Severity Levels and Expected Response Time

Kryon will make its best effort to address any support call immediately and professionally. However, Kryon guarantees a specific response time according to the severity of the reported issue. The following table defines the severity levels and the maximum response times guaranteed by the Kryon support team:

Severity Level	Definition	Initial Response Time	Time to Resolution (*)
1	An emergency situation , in which the primary system (i.e. the system supported by Kryon) produces materially incorrect results, fails catastrophically or is otherwise rendered inoperable and in which all or multiple end users (two or more) simultaneously experience the same failure and the problem is caused directly or indirectly by Kryon's platform, and Kryon's platform cannot be terminated or shut down.	Up to 3 business hours	Up to 1 business day
2	Some elements or components of the service, affecting a single or multiple end users simultaneously, are inoperative resulting in loss of data, functionality or degraded performance, but where a temporary workaround is available (such as terminating the service).	Up to 8 business hours	Up to 5 Business Days
3	All other service-impacting events, which carry less significance than Severity 1 or 2.	Up to 48 business hours	Up to 10 Business Days
4	All non-service-impacting issues such as documentation or product enhancement requests, questions, etc.	Up to 5 business days	NA

* **Time to Resolution:** The time it takes Kryon to present a resolution or a **plan for resolution** in order to solve the reported issue.

4. Maintenance

During the term of the license period Kryon customers are entitled to free version upgrades (Additional fees may apply for new features).

The Kryon version release policy includes:

- Major version upgrades may include significant capabilities or feature enhancements. Major upgrades also include accumulated bug fixes. Major upgrade refers to the number to the left of the decimal point in the product version number structure. For example the X in version X.Y
- Minor version upgrades include aggregated bug fixes and/or minor functionality enhancements. Minor upgrades refer to the first digit to the right of the decimal point in the product version number structure. For example the Y in version X.Y
- Customers may decide if and when to upgrade their platform version to the current GA version. Support will not be available for customers using versions that are older than one major version before the current GA version.

Schedule C

NDA