



Pontus Vision® SUPPORT SERVICES POLICY

This Support Services Policy sets forth Pontus Vision's support terms and conditions and provides a description of Pontus Vision's technical support levels.

1. DEFINITIONS

The definitions below may contain variations in case (such as upper, lower, and mixed-case case spellings), as well as plural/singular variations.

- **"Customer"** means an organization or individual that has purchased Support Services Subscriptions of the Software from Pontus Vision.
- **"Documentation"** means the documentation made available as part of the Software, which may be modified from time to time by Pontus Vision or its licensors.
- **"Error"** means a failure of the Software to conform in all material respects with the applicable Documentation.
- **"Major Releases" (X.y.z)** means Software releases that deliver major and minor feature development and enhancements to existing features. They incorporate all applicable Error corrections made in prior Major Releases, Minor Releases, and Maintenance Releases.
- **"Minor Releases" (x.Y.z)** means Software releases that deliver minor feature developments, enhancements to existing features and Error corrections. They incorporate all applicable Error corrections made in prior Minor Releases and Maintenance Releases. For Pontus Vision Products, Pontus Vision typically has two Minor Releases per year.
- **"Maintenance Releases" (x.y.Z)** means Software releases that deliver Error corrections that are severely affecting a number of customers and cannot wait for the next Major Release or Minor Release. They incorporate all applicable Error corrections made in prior Maintenance Releases. There is no predefined schedule for Maintenance Releases. They are released as needed based on customer feedback and outstanding Errors.
- **"Separately Licensed Code"** means software developed by third parties and licensed directly by third parties to Customer (such as third-party operating systems) that may accompany the Software.
- **"Software"** means the software product offering made available by Pontus Vision for which a customer has purchased support from Pontus Vision. This includes Pontus Vision products such as Pontus Vision GDPR ("PVGDPR"), Pontus Vision Thread Manager ("PVTM"), as well as third party products for which Pontus Vision offers and provides support services ("Supported Third Party Products").

2. ENGAGEMENT OF SERVICES

Pontus Vision delivers technical support for the Software to customers who have purchased support services subscriptions for such Software ("Support Services Subscriptions"). These subscriptions entitle customers to receive the services set forth in this Support Services Policy (the "Support Services") during the term of an active Support Services Subscription. Support Services Subscriptions are renewable at the end of the then-current term to allow customers to continue to receive Support Services.

For customers who have purchased Support Services Subscriptions and are current on the applicable fees, Pontus Vision will provide the following Support Services for the Software:

- Facilities for case and bug reporting, escalation of problems for priority attention for the Software.
- Assistance with troubleshooting to diagnose and fix errors in the Software.
- Access to Documentation relating to Software, including authorization to make copies of that Documentation for internal use subject to use restrictions agreed upon by the customer and Pontus Vision (Premier Support only).
- Access to the continuous integration scripts to build and deploy the Software for the Customer's own usage, and not as a service to other organizations or individuals, subject to use restrictions agreed upon by the customer and Pontus Vision (Premier Support only).



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3. EXCLUSIONS FROM SUPPORT SERVICES

Pontus Vision will support releases of the Software as specified in the Product Lifecycle Policy set forth in Exhibit A below. Pontus Vision will not support: Software which has been altered or modified by anyone other than Pontus Vision (except in the case of Supported Third Party Products modified by the third party providing such products through Pontus Vision); a release of the Software that has not been approved for general availability ("GA"); Software not installed on supported systems in accordance with applicable Documentation; problems caused by a customer's negligence, misuse, or hardware malfunction; or use of Software inconsistent with applicable Documentation. Support Services do not include information or assistance on technical issues related to the debugging, installation, administration, or use of a customer's computer systems and enabling technologies including, but not limited to, databases, computer networks, communications, hardware, hard disks, networks, and printers.

The following areas are in scope of support:

- Installation.
- Upgrade.
- Configuration.
- Diagnosis.
- HOTFIXes/Bug fixes
- Enhancement Requests.

4. CUSTOMER RESPONSIBILITIES

The customer must provide commercially reasonable cooperation and full information to Pontus Vision with respect to Pontus Vision's furnishing of Support Services. The customer is required to assist Pontus Vision technical support staff until problem resolution is attained. Required activities by the customer may include the following:

- logging into customer's systems for diagnosis of problems,
- downloading and installation of software patches,
- retrieval and transfer of system logs/files,
- re-installation of existing product and participation in tests for fixes,
- facilitating remote access to systems via screen sharing software.

5. SUPPORT CONTACTS

The customer shall designate contacts (the "Support Contacts") who will serve as primary contacts between the customer and Pontus Vision and are the only persons authorized to interact with Pontus Vision Support personnel. The number of Support Contacts to which a customer is entitled is set forth in Exhibit B of this Support Services Policy. The Support Contacts will submit errors by opening a case by e-mailing support@pontusvision.com (the "Support Email"), or using the designated customer-specific Slack channel (the "Support Portal").

6. SEVERITY LEVELS

Upon receipt of a properly submitted support case reporting an Error, Pontus Vision shall prioritize such support case in accordance with the guidelines below. Error severity levels may be re-evaluated upon availability of a workaround.

- Severity 1 (S1) – An S1 is a major Error within the Software that severely impacts the customer's use of the Software for production purposes, such as the loss of production data or where production systems are down or not functioning and no work around exists. Pontus Vision will use continuous efforts on a 24x7 basis to provide a resolution for any S1 problem as soon as is commercially



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reasonable. For any S1 problem, a customer should log a case via the Support Portal and call Pontus Vision at one of the “Global Support” phone numbers provided upon purchase.

- Severity 2 (S2) – An S2 is an Error within the Software where the customer’s system is functioning but in a degraded or restricted capacity, such as a problem that is causing significant impact to portions of the customer’s business operations and productivity, or where the Software is exposed to potential loss or interruption of service. Pontus Vision will work during its normal hours of operation 24x5 to provide a resolution for any S2 Errors as soon as is commercially reasonable.
- Severity 3 (S3) – An S3 is a medium-to-low impact Error that involves partial and/or non-critical loss of functionality, such as a problem that impairs some operations but allows the customer’s operations to continue to function.
- Pontus Vision will use commercially reasonable efforts during its normal hours of operation 24x5 to provide a resolution for any S3 Error.
- Severity 4 (S4) – An S4 is a low priority request for information where there is no impact to business operations. Pontus Vision will use commercially reasonable efforts during its normal hours of operation 24x5 to respond to this request.

7. SUPPORT LEVEL AGREEMENT

Support Services will be provided in accordance with initial response time guidelines as indicated in the Availability and Initial Response Times table below. Initial Response Time depends on the type of Support Subscription (e.g., “Premier”, or “Normal”) that a customer has purchased.

Pontus Vision addresses Error resolutions through a number of mechanisms, including defining workarounds, developing Maintenance Releases, or through an upcoming general release based on issue severity and importance. Scheduling of an Error resolution will be based on severity. At Pontus Vision’s discretion, inclusions of the Error resolution in an upcoming Maintenance Release may be the resolution approach of choice for cases that are high severity or impact multiple customers where a workaround is not available.

If, at any time, a customer feels that it is not receiving a level of service that meets its expectations, the customer may ask to have its case escalated to Pontus Vision Customer Support Management. Any customer-requested escalation receives direct Pontus Vision Customer Support Management attention. Pontus Vision is committed to working with its customers to help ensure that customers receive high quality support in order to enable customers to be successful.



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8. SUPPORT LEVELS AVAILABILITY AND INITIAL RESPONSE TIMES, Platinum, Gold & Silver Support

Pontus Vision will use commercially reasonable efforts to meet the following initial response times.

| Support Services | Platinum Support |
|-------------------------------|--|
| Access | Phone, Support Email, Support Portal |
| Business Hours | (S1 only) - 24x7 (S2-S4) – 12 x 5 - 9am – 9pm M-F (local time based on customer's location), excluding Pontus Vision holidays |
| S1 Initial Response | 1 hour (phone only) Data Breach |
| S2 Initial Response | 4 business hours |
| S3 Initial Response | 8 business hours |
| S4 Initial Response | Next Business Day |
| Number of Support Contacts | Unlimited |
| Services Provided (see below) | 1,2,3,4,5,6,7 |

| Support Services | Gold Support |
|-------------------------------|--|
| Access | Phone, Support Email, Support Portal |
| Business Hours | (S1 only) - 24x7 (S2-S4) – 12 x 5 - 9am – 9pm M-F (local time based on customer's location), excluding Pontus Vision holidays |
| S1 Initial Response | 1 day |
| S2 Initial Response | 4 business days |
| S3 Initial Response | 8 business days |
| S4 Initial Response | 2 Business weeks |
| Number of Support Contacts | 5 |
| Services Provided (see below) | 1,2,3,4,5,6,7 |



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| Support Services | Silver Support |
|-------------------------------|--|
| Access | Support Email |
| Business Hours | (S2-S4) – 12 x 5 - 9am – 5pm M-F, excluding Pontus Vision holidays |
| S1 Initial Response | 5 days |
| S2 Initial Response | 2 business weeks |
| S3 Initial Response | 3 business weeks |
| S4 Initial Response | 1 Business month |
| Number of Support Contacts | 1,2 |
| Services Provided (see below) | 1,2,3,4,5 |

| ID | Services Provided |
|----|---|
| 1 | Remote Troubleshooting - webex remote support |
| 2 | Advanced Knowledgebase |
| 3 | Customer Support Portal |
| 4 | Access to Upgrades, Updates and Patches |
| 5 | Diagnosis of Installation & Configuration Issues |
| 6 | Diagnosis of Performance Issues |
| 7 | Diagnosis of Data Loading, Processing, and Query Issues |

8.1 PROBLEM RESOLUTION

Pontus Vision will work to resolve customer problems consistent with the service levels (response times, etc.) set forth above. Once the problem is resolved, Pontus Vision will contact the customer to confirm problem resolution.

Pontus Vision will provide the customer with the following information during the final communication prior to closing the case:

- Root cause;
- Resolution; and
- Recommendation for preventative action (if applicable).

8.2 CASE CLOSURE

Pontus Vision will make reasonable efforts to obtain the customer's agreement that the problem is resolved prior to the closure of a case.

If the case is updated by a Pontus Vision Technical Support Engineer and Pontus Vision receives no response from the customer within three (3) business days of such update, two (2) additional attempts will be made to notify the customer of such update. In each case, Pontus Vision will wait two (2) business days for



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customer to respond. If, after the third (3rd) attempt, Pontus Vision has still not received a response from the customer, the case will be automatically closed.

If the case is automatically closed as described above, but the customer wants to continue working on the issue, a new case should be opened referencing the old case.

9. UNSUPPORTED CODE - TECHNOLOGY PREVIEW COMPONENTS

Some capabilities within the Software may be described as “Technology Preview” components within applicable

Documentation. Technology Preview components are not supported as part of the Support Services, and, therefore, Pontus Vision does not advise the use of Technology Preview components in production. Customers are encouraged to provide feedback regarding, and Enhancement Requests for, these Technology Preview components. Neither Pontus Vision nor its third party suppliers or licensors are under any obligation to deliver or migrate Technology Preview components into the Software and may choose to abandon Technology Preview components at any time.

10. ENHANCEMENT REQUESTS

An Enhancement Request (“ER”) is a request for a future product enhancement or modification to add official support and Documentation for unsupported or undocumented features, or features that do not exist in the Software. With respect to Pontus Vision Products, Pontus Vision will take ERs into consideration in the product management process. Pontus Vision has no obligation, whether for Pontus Vision Products or for Supported Third Party Products, to deliver enhancements based on any ER. ERs should be logged as S4 cases.

11. DEPENDENT AND OPTIONAL COMPONENTS

Pontus Vision Products may be provided with Dependent and Optional components as described in applicable Documentation. These components are not part of the Pontus Vision Products and may be included for dependency purposes or for customer convenience only. These components are licensed to customers under the terms of the applicable license agreements. Customers use of these components is subject to their compliance with the applicable license terms.

12. USE OF SUPPORT SERVICES

In order to receive uninterrupted access to Pontus Vision Support Services from one Support Services Subscription term to the next, a customer must renew its Support Services Subscription in a timely manner to avoid a lapse in the Support Services.

If a customer fails to timely renew its Support Services Subscription for Pontus Vision Products and requires access to Support Services for such Pontus Vision Products during a lapse in its Support Services Subscription, the customer will be required to pay applicable fees for any such lapse in a Support Services Subscription as follows: (i) the applicable Support Services Subscription fees for the current Support Services period; (ii) the amount of Support Services Subscription fees that would have been paid for the period of time that the customer had not maintained an active Support Services Subscription, and (iii) a twenty (20%) reinstatement fee on the sum of the fees in (i) and (ii).

While a customer has an active Support Services Subscription entitling the customer to receive Support Services for Pontus Vision Products, the customer is required to purchase applicable Support Services Subscriptions for each computer device (e.g. node, core, physical server, or virtual machine) on which the customer has installed a Pontus Vision Product (including variants of components thereof).



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13. ADDITIONAL TERMS - OPEN SOURCE SOFTWARE DISCLAIMER

Pontus Vision provides Support for Pontus Vision Products as described in this Support Services Policy in order to assist Customer in its use of the Pontus Vision Products, including working with Customer to address any Errors in, or other issues with, the Pontus Vision Products according to the terms set forth herein.

HOWEVER, EXCEPT AS SET FORTH EXPLICITLY IN AN AGREEMENT BETWEEN CUSTOMER AND PONTUS VISION, THE PONTUS VISION PRODUCTS THAT ARE DERIVED FROM OPEN SOURCE SOFTWARE COMPONENTS MANAGED BY THE APACHE SOFTWARE FOUNDATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND PONTUS VISION DOES NOT WARRANT THAT SUCH SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, BE FREE FROM DEFECTS, OR MEET CUSTOMER’S REQUIREMENTS.

EXHIBIT A: PRODUCT LIFECYCLE POLICY

1. GENERAL.

For Pontus Vision Products, and except as stated in Section 2 of this Product Lifecycle Policy below (“Exceptions”), Pontus Vision offers thirty-six (36) months of support from the general availability (“GA”) of a new Minor Release. When a customer purchases a Pontus Vision Support Services Subscription, the Support Services lifecycle is divided into two distinct phases, Full Support and Technical Guidance, as described in more detail below.

For Supported Third Party Products, Pontus Vision offers twenty-four (24) months of Full Support from the general availability (“GA”) of a new Minor Release.

- Full Support – Twenty-four (24) months from GA of a Minor Release for both Pontus Vision Products and supported Third Party Products. The Full Support phase includes maintenance updates, bug fixes, and security vulnerability resolutions. Maintenance updates and bug fixes will be made to the latest Minor Release only, while security vulnerability resolutions will be made available in all supported Minor Releases.
- Technical Guidance – Twelve (12) months following the end of Full Support for Pontus Vision Products (does not apply to Supported Third Party Products). The Technical Guidance phase supports customers running product releases that have gone beyond the Full Support phase of the lifecycle. Primary assistance is available through the Support Portal where customers can receive support and workarounds. Pontus Vision Support may direct customers to upgrade to a more current Major / Minor / Maintenance Release of the applicable Pontus Vision Product in order to resolve issues. Qualified security vulnerability resolutions may be made available during this phase.

In the event that Full Support for a Pontus Vision Product release would normally expire and no later release has been made generally available, Support Services for the old release will be extended until such a time as a new release is made generally available. This does not apply to Supported Third Party Products.

In the event that support for a release would normally expire and no further releases are planned, a product may be end-of-lived. The decision to end-of-life any product will be announced to customers twelve (12) months ahead of the date that support for all releases of any product will no longer be available.

The Software products are generally composed of various components. Pontus Vision and its licensors of Supported Third Party Products are responsible for managing the overall direction of each of their respective products, so the decision as to which components to include in each release of the applicable Software products will be at Pontus Vision’s and its licensors’ discretion, as applicable.