

SUPPORT TERMS

These support terms, including any attachments or other terms referenced herein (together the “**Support Terms**”) are subject to, and an integral part of the Software and Services Agreement (“**SSA**”) between Noema Research **Noema Research** and the Customer as defined in the foregoing SSA applicable to the Software (“**Agreement**”). These Support Terms apply to the Software for which Noema ResearchNoema Research received payment of the corresponding Fees as per the Agreement. All capitalized terms not otherwise defined here will have the meaning specified in the Agreement. The Support Terms may be regularly updated by Noema ResearchNoema Research.

1. Definitions

“**Incident**” means failure of the Software components to function in accordance with the specifications in the Order, excluding issues due to Customer’s misuse, other third-party applications, Customer Data, Customer Applications or Third-Party Services, or for those caused by Exclusions.

“**Downtime for Updates**” means the period of time reserved by Noema ResearchNoema Research to apply, fix and update the Software as part of regular maintenance, according to the Noema Research’s internal policies.

“**Service Requests**” means a request from the Customer that does not meet the criteria for an Incident, and that is limited to information or advice on Software use instructions, activation, licensing, etc..

“**Ticket**” means the ticketing system used by Noema Research to receive requests regarding Incidents and Service Requests, which will be communicated to the Customer.

2. Incident Support

First Line Support. Before submitting a Service Request, Customer will perform first line support for itself by investigating any connectivity, access permission, database provisioning or other issues related to its systems, networks or applications interacting with the Software.

Incident Support. During the Subscription Term, Noema Research will provide support and maintenance for Incidents, by providing maintenance and technical support up to the limit of 12 hours per Customer annually (Bug fixing and product development are not included.). Anything exceeding these limits will be billed according to the hourly rate specified in the Order (if specified) or in accordance with the rate separately agreed upon.

Technical support may include, on a case-by-case basis, depending on the Incident, responses to diagnosis and rectification of Incidents such as workarounds or fixes.

3. Support Exclusions

Unless otherwise mutually agreed in writing, Noema Research has no obligation to provide support to Customer if or for: (i) the Software components have been changed, modified or damaged by the Customer or by anyone other than the Noema Research without Noema Research's consent or knowledge or in breach of the Agreement; (ii) the Incident is caused by Customer's negligence, willful misconduct, use of the Software components in breach of the Agreements; (iii) the Incident is due to a third-party software, Customer Data, Customer Applications or by Third-Party Services or by a Customer integration; or (iv) Customer's failure to comply with the Documentation, or to update the Software as required by the Noema Research, (v) Downtime for Updates; (vi) Service Requests, and Incident Tickets made other than through the Ticket system (all of the foregoing being herein referred to as the "**Exclusions**").

4. Priority Levels

The following support service levels are defined and apply:

Priority Level	Definition	Response Time
1 Critical error	– The services are not working, and they cannot be used in any way by the Customer.	15 minutes since the Ticket is submitted during Working Hours*
2 – High	A high-priority error refers to a situation where services are not fully operational, but can still be used in a limited capacity until the issues are resolved.	3 hours when the Ticket is submitted during Working Hours*
3 -Medium	A medium-priority error refers to a situation where the services are facing minor issues that do not affect their overall functionality and can be deferred until the problems are resolved.	24 hours when the Ticket is submitted during Working Hours*
4 - Low	A low-priority error refers to other situations that do not fall under the Critical/High/Medium levels.	48 hours when the Ticket is submitted during Working Hours*

* Noema Research will provide Incident support during business days, Monday to Friday except national holidays in Romania (“**Business Days**”), between 9:00 and 18:00 CET during Business Days (“**Workings Hours**”). The response times elapse only during Working Hours and Tickets remain on hold outside of these hours.

Official and supported language for submitting Tickets, communicating, and providing support is English (if the Customer's registered office is outside Romania) and Romanian (for Customers with a registered office in Romania). Tickets submitted in other languages will not be accepted.

The Customer will assess the impact, urgency and the perceived Priority Level of an Incident and add these details in the Ticket. Noema Research will evaluate the Priority Level and confirm or recategorize it. Customer must submit Incidents and Service Requests to Noema Research exclusively via Tickets.

Under the response times, Noema Research will provide the first response to Incidents which will include re-evaluation or confirmation of Priority Level. Based on the confirmed Priority Level, Noema Research will target the first response times noted above. Noema Research will make commercially reasonable efforts to respond to Service Requests, but is not bound by the response times prescribed herein.

5. Support Cooperation

As a precondition for requesting Support, Customer agrees that it and its Users will use reasonable efforts to: (i) to clearly understand the problem and provide the first line support before consulting Noema Research; (ii) provide Noema Research with sufficient information and data for Noema Research to adequately address the potential problem; (iii) utilize sufficient resources to understand the instructions from Noema Research in addressing the problem, and make reasonable attempts to correct the problem as suggested by Noema Research.

The Customer acknowledges that the time required for resolution of Incidents may vary depending on the specific circumstances of each problem, including, without limitation, the nature of the Incident, the extent and accuracy of information available about the Incident, and the level of Customer's cooperation and responsiveness in providing materials, information, access and support reasonably required by Noema Research to adequately address the potential problem.