



SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS

1. ACCEPTANCE AND OBJECT OF THE AGREEMENT.

SINEQUA, as defined in section 2 hereof, which supplies a Subscription License for the SINEQUA Software, is herein referred to as “SINEQUA”, and the company subscribing to SINEQUA Products hereunder is referred to as the “Customer”. These Software Subscription Terms and Conditions (“Agreement”), any Order and all documents incorporated by specific reference herein, constitute the complete terms governing the use of the Software and provision of Subscription Services. SINEQUA HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY CUSTOMER, WHETHER CONTAINED IN ANY FORMS OR ON CUSTOMER’S WEBSITE, AND ANY SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. The download or use of any provided Documentation, Product License Key or payment of an invoice will manifest Customer’s assent to the Agreement. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not SINEQUA clicks on an “ok”, “I accept”, or any similar acknowledgment. Additional or different terms may be specified in the body of a document produced by SINEQUA or agreed to in writing by the Parties.

2. DEFINITIONS.

In addition to the definitions set forth in the provisions of this Agreement, the following terms as used in this Agreement shall have the following meanings:

“**Affiliate**” means any entity (including any entity acquired or created after the Effective Date of this Agreement) which, directly or indirectly, controls, or is controlled by, or is under common control with a Party (the terms “controls,” “controlled by,” and “under common control with,” as applied to any entity, refers to the effective control of that entity’s management and decision making; including, but not limited to, the ownership of more than 50% of the shares and the voting rights, of that entity, or any other consolidated form of decisive control over said entity’s management). Such entity shall be deemed to be an “Affiliate” only for so long as its above described relationship with the Party exists;

“**Agreement**” means the complete terms governing the Subscription, including but not limited to, the Order and the terms and conditions set forth herein, by which the Customer and SINEQUA enter into a business relation with the object as described in section 1 of the Agreement;

“**Business Day**” means any day from Monday to Friday included, with the exception of national public holidays

including any day on which banking institutions are required or authorized to close under the applicable law at the address of the SINEQUA entity’s principal place of business;

“**Confidential Information**” has the meaning set out in section 10.3;

“**Delivery Date**” shall mean the date of delivery of the License Key to the Customer; and “**First Delivery Date**” shall mean the date of the first delivery of a License Key to the Customer subsequent to the conclusion of the Agreement;

“**Document**” means any Index Entry that is not a Record or a Neuralized Document. An Index Entry is designated a Document by default;

“**Documentation**” means the operating manuals, user instructions, technical literature, and all other documents regarding the use of the Software, in digital form, provided to Customer via the URL “<https://doc.sinequa.com>”;

“**Excluded Services**” has the meaning set out in Exhibit 3 hereto;

“**Expanded Scope**” means the new Scope resulting from a License Expansion;

“**Index Entry**” means a unit of information that the Software can bring as a single result to a User query and which consists of a single row in the Software’s index data structure. An Index Entry is either a Document or a Record or a Neuralized Document;

“**Intellectual Property**” means any and all intellectual property rights embodied in the Software, the Documentation, the Technical Information, the New Developments and all other tangible or intangible assets or services conceived or produced by SINEQUA, including, but not limited to, inventions, improvements, local, foreign and international design and utility patent registrations and applications (including all reissues, divisions, continuations, continuations-in-part, extensions of any patent or patent application and priority rights attached to any patent or patent application), industrial designs and applications for registration of industrial designs, trademarks and service marks, copyright rights and trade secrets;

“**License**”, or “**Subscription License**”, means the right to use the Software together with the associated Subscription Services in the form of a Subscription in accordance with the grant of such License subject to the terms of the Agreement, in particular subject to the limitations set forth under section 3 of the Agreement;

“**License Expansion**” means the increase of the Number of Documents and/or Records and/or Neuralized Documents, and/or of the Number of SBAs, within the Scope of a Subscription;

“**License Key**” means the digital activation code providing access to the use of the Software in accordance with the Scope;

“**Major Release**” shall mean Software releases containing new enhancements, features, or functionality which are made commercially available and generally indicated by a change in the digit to the right of the first decimal point (e.g., a change from version x.x to version x.y) and any corrections and updates to any specifications or instructions for use relating to such upgraded Software;

“**Minor Release**” shall mean a Software release containing defect corrections and which are made commercially available and generally indicated by a change in the digit to the right of the second decimal point (e.g., a change from version x.x.x. to version x.x.y) and any corrections and updates to any specifications or instructions for use relating to the Software;

“**Model**” a part of the Software that is a deep neural network, trained to create certain outputs from a set of inputs, to power Neural Search. Neural Search Models include, but are not limited to, the Vectorizer, the Passage Ranker, the Query Generator, and the Answer Finder;

“**Neuralized Document**” means an Index Entry which the Software enters into its index data structure that is analyzed and/or processed by the Neural Search Module;

“**Neural Search Module**” means the set of functionalities of the Software in order to perform Neural Search;

“**New Development**” means any invention, discovery, modification, improvement, alteration, upgrade or update relating to the Intellectual Property, and any methods, instructions, tools and machines necessary or useful for manufacturing or publishing the foregoing, which is not known to SINEQUA as of the Delivery Date;

“**Number of SBAs**” means the total number of Search Based Applications deployed by Customer in production;

“**Number of Units**” means the total number of Units which the Software counts and visualizes to the Customer through the Software’s administration interface. The total is calculated by the sum of Units, excluding the number of Units represented in duplicated indexes for high availability architectures and those contained in audit indexes or used for non-production environments (e.g. staging, preproduction, development);

“**Order**” means the written and mutual acceptance of terms reflecting all the terms agreed in Exhibit 1 hereto or else containing all information necessary for determining the agreed Scope. An Order must be signed by the duly organized representatives of each Party. An acceptable format of an Order for the Subscription License is attached hereto as Exhibit 2. For the sake of clarity, the “Subscription License

Order” attached hereto as Exhibit 1 represents an Order under this Agreement;

“**Party**” means as the case may be either SINEQUA, or the Customer; and “**Parties**” means collectively SINEQUA and the Customer;

“**Record**” means an Index Entry which the Software enters into its index data structure that is not processed or analyzed by the Neural Search Module, where the Index Entry is created by any of the Record capable connectors (as categorized in the Software interface and specified in the Documentation) and is not sourced from an attachment or link;

“**Scope**” means the scope of deployment and the associated limits of the License and the Subscription Services furnished by SINEQUA through the Subscription License, such scope being notably with respect to the limitations in time, in territory, in the Number of SBAs, in the Number of Units, and as further specified in the applicable section(s) and Exhibit(s) hereto and moreover, if applicable, in the relevant Order(s);

“**Search Based Application**” or “**SBA**” means an application powered by the Software with a specific user interface designed to perform a specific function for a specific group of users. SBAs are typically deployed with the Software's SBA framework, but can also be deployed with the Software's APIs, without using the SBA. The term “Profile” (as used in earlier versions of the Software) shall be considered a synonym of SBA;

“**SINEQUA**” means (a) if Company is domiciled anywhere other than North America, Sinequa SAS, a simplified joint-stock company organized under French laws, with registered offices at 24 rue de la Pépinière, 75008 Paris, France; (b) if Company is domiciled in North America, Sinequa Corp., a Delaware corporation with registered offices at 251 W 30th Street, New York, New York 10001;

“**Subscription Fee**” has the meaning set out in section 5.1;

“**Subscription Services**” is comprised of “**Maintenance Services**” and “**Support Services**” but not “**Professional Services**”, all of which are defined in section 4;

“**Software**” or “**SINEQUA Software**” means any software program developed and commercialized by SINEQUA including, but not limited to, any and all replacements, updates, upgrades, or releases;

“**Subscription**” means an annual or multi-annual License which combines the right to use the Software with the right to obtain the Subscription Services in the framework of the Agreement;

“**Technical Information**” means all information, relating to any technologies, discoveries, inventions, improvements, concepts, designs, methods, processes, software, trade secrets, techniques, demonstrations and know-how, as well as improvements to any of the foregoing, but does not

include Customer data indexed by the Software or rendered after processing by the Software or any other information or intellectual property rights acquired or controlled by Customer or its Affiliates;

“**Term**” means the term of the Agreement and is together with “**Initial Term**” further specified as set forth in section 3.2 hereof;

“**Termination**” means the expiration of, or the non-renewal of any (Initial) Term or any other termination of the Agreement;

“**Units**” means the base measure of volume processed by the Software and, is a factor (a fraction or multiple) of the number of Index Entries (Document, Neuralized Document, or Record). The factor is unique for each Index Entry type;

“**User**” means any person having access to the Documents and/or Records and/or Neuralized Documents by using the Software, and abiding by the Scope of the Software installation, regardless whether this person is an employee or not of the Customer;

“**Version**” shall mean Software releases, generally indicated by a change in the first digit (*e.g.*, a change from version x.x to version y.x), associated with changes and additions at SINEQUA’s initiative and discretion, of one or more functions or modifications of the Software, with the objective of improving its functionalities or the quality of its functionalities; and “**Current Version**” means the version x.x of the Software at any given time being commercialised by SINEQUA;

“**Working Hours**” shall mean the working hours from 9:00 AM to 6:00 PM on Business Days, in accordance with the time zone at the address of the SINEQUA entity’s principal place of business.

3. GRANT OF LICENSE AND TERM.

3.1 Scope of the License. For the Term of the Agreement, and subject to and conditioned on Customer’s payment of the Subscription Fees and compliance with all other terms and conditions of this Agreement, SINEQUA hereby grants to the Customer a non-transferable, non-exclusive License limited to (i) the installation, operation and use of the Software on one or more physical or virtual servers, and (ii) the Scope. Customer acknowledges and agrees that the Software is being licensed, in object code form only, as a Subscription License, not sold, to Customer by SINEQUA, without any right to sublicense, provide support and maintenance on, distribute, market, offer to distribute, or export, and solely in relation to the exercise of the specific rights granted in this Agreement.

3.2 Term of the Agreement. The initial term of the Subscription License and the Agreement (the “**Initial Term**”) shall commence on the Effective Date of the Agreement and

shall continue thereafter for the period either as specified in the first Order or by default being three (3) years from the earlier of (i) the Effective date of the Agreement and (ii) the Delivery Date. At the expiry of the Initial Term or any other subsequent Term of the Agreement (individually and collectively the “**Term**”), the Term shall automatically be renewed for a period equal to the expiring Term, unless either Party give a notification of non-renewal in writing three (3) months prior to the expiration date of the Term. In the event of an automatic renewal of the Agreement for a further period, all the provisions of the Agreement shall apply, and (i) the Subscription Fees shall be revised according to section 5.2, or (ii) the Subscription Fees shall be adjusted according to section 5.3.

3.3 Termination. This Agreement may be terminated at any time (i) by either Party, effective on written notice to the other Party, in the event of a material breach of the Agreement by the other Party, if the Party in breach does not cure such breach to the satisfaction of the other Party within ninety (90) days of the breaching Party’s receipt of a written notice of the breach or if such material breach is incapable of cure, or (ii) by SINEQUA, effective immediately, if the Customer: (a) is dissolved or liquidated or takes any corporate action for such purpose; (b) becomes insolvent or is generally unable to pay its debts as they become due; (c) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (d) makes or seeks to make a general assignment for the benefit of its creditors; or (e) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property. For the avoidance of doubt, neither Party has the right to terminate for convenience. On the date of any premature termination of the Agreement sought by Customer not being a legitimate termination as set forth above, all Subscription Fees shall become payable to SINEQUA.

3.4 Consequences of Termination. Upon any termination of this Agreement, (i) all rights, licenses and authorizations granted to Customer hereunder will immediately terminate; (ii) Customer must cease all use of, and uninstall, the Software and Documentation, delete or destroy all copies of the Software, Confidential Information and Documentation in its possession or control, and certify such destruction to SINEQUA, and take such other actions as SINEQUA may reasonably request to ensure that no copies of the Software, Confidential Information or Documentation remain in Customer’s possession or control.

3.5 License Expansion. The Customer may at any time request an increase of the Number of Units, or the Number of SBAs allowed within the Scope, by sending a written notice or an Order to SINEQUA. Every License Expansion will commit

the Customer on the Expanded Scope for either (i) the remaining of the then-current Term, or (ii) one (1) year, whichever the longest.

3.6 Surviving Terms. The Parties' obligations under this section shall survive the termination or expiration of the Agreement.

4. SUBSCRIPTION SERVICES.

During the Term, the Customer will be entitled to the Subscription Services including the provision of new Versions, Major Releases and Minor Releases as further detailed in Exhibit 3 hereto ("**Maintenance Services**") as well as the access to support services as further detailed in Exhibit 3 hereto ("**Support Services**"). For the avoidance of doubt, the training of Customer employees with, the configuration, integration and commissioning of the Software as well as any other service not having expressly been made part of the Subscription Services shall be considered as "**Professional Services**" and are to be ordered separately by the Customer and charged by SINEQUA.

5. FINANCIAL CONDITIONS.

5.1 Subscription Fee.

5.1.1 Customer shall pay SINEQUA an annual remuneration for the Subscription ("Subscription Fee") as set forth in the applicable Order or Exhibit 1 hereto. The Subscription Fee consists of (i) a usage License fee (hereinafter designated in the Agreement "Usage License Fee") and (ii) a volume License fee (hereinafter designated in the Agreement "Volume License Fee"), both calculated as follows: (i) the Usage License Fee is determined by the Number of SBAs in the amount specified in the Order, or by default, is equal to the amount indicated in SINEQUA's standard tariff for such Number of SBAs (ii) the Volume License Fee is determined by the Number of Units allowed within the Scope and is in amount specified in the Order.

5.1.2. Without prejudice to section 5.1.3, the Subscription Fee is calculated and fixed for the entire Initial Term, and shall at the beginning of any subsequent Term, unless otherwise agreed, be recalculated in accordance with section 5.2. Unless otherwise agreed in an Order, the Subscription Fee applicable during a Term is a recurring and upfront paid annual fee, non-reducible and non-refundable irrespective of Customer's actual use of the Software.

5.1.3. License Expansion. In case of License Expansion, the Subscription Fees will be the amounts specified in the Order, or by default, the amounts indicated in SINEQUA's then current standard tariff.

5.2 Price revision. At the end of the Initial Term, the annual Subscription Price will be revised, in case of Sinequa SAS as contracting entity according to the evolution of the European

Union Consumer Price Index (the "EU-CPI"), and in case of Sinequa Corp. as contracting entity according to the evolution of the United States Consumer Price Index (the "U.S- CPI") according to the following formula:

$$\text{Revised price} = P0 \times (\text{CPI1}/\text{CPI0})$$

Where:

- P0 means the price applicable in the first year of the Agreement without discount (reference price);
- CPI1 means the last EU-CPI/U.S-CPI index published on the revision date;
- CPI0 means the last EU-CPI/U.S-CPI index published on the Effective Date of the Agreement.

Then, the reference price P0 will be the last revised price, and the reference index CPI0 will be the last EU-CPI/U.S-CPI index published on the date of the previous renewal.

5.3 Fee Adjustments. a) SINEQUA may change prices for the Subscription Price from time to time, in its sole discretion. Any price change will be effective upon the commencement of any subsequent Term, provided that SINEQUA shall provide Customer with reasonable notice of any such price increase prior to the end of the notification period set out in section 3.2. b) Prices specified in the Order Form may include discounts or promotional pricing. These discounts or promotional pricing amounts may be temporary and may expire at the end of the stated promotion period or otherwise upon expiration of the Initial Term or then-current Renewal Term, in any case without the need for additional notice. SINEQUA reserves the right to discontinue or modify any promotion, sale or special offer at its sole and reasonable discretion.

5.4 Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on SINEQUA's income.

5.5 Reporting. The Customer shall communicate to SINEQUA the Number of Units indexed (calculated from the factored number of Documents, Records, and Neuralized Documents) and the number of SBAs in production every twelve (12) months beginning ten (10) months after the Effective Date, and whenever the total Number of Units and/or Number of SBAs exceeds the amount indicated in the Scope. The communication shall consist of an e-mail stating the Number of SBAs in production and containing a screenshot (or screenshots if more than one is necessary) of the Indexes

Status screen, sent to support@sinequa.com. SINEQUA may conduct an audit of Customer's use of any licenses as set out in section 9, in particular, if the Customer does not communicate to SINEQUA any of the above-mentioned information. Whenever the Number of Units or the Number or SBAs in production exceeds the number allowed within the Scope, e.g. in an Order, SINEQUA will be entitled to charge the Customer retroactively as well as for the future in the framework of an accordingly adapted and renewed Subscription with additional fees corresponding to SINEQUA's standard rates valid at the time SINEQUA becomes aware of the excess, regardless of any price schedule specified in this Agreement.

5.6 Invoicing and payment. The Customer shall pay the Subscription Fee and any other applicable fee within thirty (30) days of the issuance date of the invoice. Overdue invoices will incur interest at the rate of 8% per year, or at the maximum rate allowable by governing law, whichever is the higher rate. All amounts payable to SINEQUA under this Agreement shall be paid by Customer to SINEQUA in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

5.7 Surviving Terms. The Parties' obligations under this section 5 shall survive the termination or expiration of the Agreement.

6. INTELLECTUAL PROPERTY.

6.1 SINEQUA IP. The Customer acknowledges and agrees that, as between SINEQUA and the Customer, SINEQUA solely and exclusively owns all right, title, and interest in and to the Software, Intellectual Property and the Technical Information, including, without limitation, any and all goodwill related thereto or resulting therefrom. Customer shall not contest, either directly or indirectly by assisting a third party, SINEQUA's sole and exclusive rights, including ownership rights, in and to the Software, Intellectual Property and the Technical Information. Furthermore, Customer shall not challenge SINEQUA's title to the Software, Intellectual Property and the Technical Information or otherwise do or cause to be done anything that contradicts with such sole and exclusive ownership of SINEQUA. Except as expressly provided herein, nothing in the Agreement shall be deemed to confer upon Customer, by implication, waiver, estoppel or otherwise, any right, title or interest whatsoever in any of the Software, Intellectual Property or the Technical Information.

6.2 Third-Party IP. For any third-party software licensed by SINEQUA from other licensors that have been identified to Customer in the Documentation, such applicable licensor is a

third-party beneficiary to the Agreement with the right to enforce the obligations set forth herein and, for the purposes hereof only, and without limitation in any manner whatsoever to the provisions of section 7.3.4 b) hereof, any such software shall be deemed to be part of the Software.

6.3 Customer IP. All information and data of Customer or their Affiliates, including all Documents, Records, and/or Neuralized Documents, which are indexed, accessed, processed, searched or otherwise interacted with, by the Software, shall remain the (intellectual) property of the Customer, including any results from the use of the Software by Customer and by their Affiliates, including but not limited to reports, outputs to screens, and communication messages.

6.4 Security Measures. Customer shall (i) establish and maintain appropriate security measures to safeguard the Software and the Intellectual Property against any unauthorized access or use, (ii) maintain effective control over the Software and the Intellectual Property in accordance with this Agreement, (iii) keep a full and accurate written record of any authorized copies or disclosures of the Software or the Intellectual Property, including the location thereof, and (iv) furnish SINEQUA with copies of such written record without undue delay whenever so requested by SINEQUA.

6.5 Customer Cooperation. Customer shall promptly notify SINEQUA in writing if Customer becomes aware of (i) any actual or suspected infringement, misappropriation, or other violation of SINEQUA's Intellectual Property or rights to the Software and the Technical Information; or (ii) any claim that the Software or the Technical Information infringes, misappropriates, or otherwise violates the Intellectual Property rights or other rights of any person. Moreover, Customer shall fully cooperate with and assist SINEQUA in all reasonable ways in the conduct of any action by SINEQUA to prevent or abate any actual or threatened infringement, misappropriation or violation of SINEQUA's rights in, and to attempt to resolve any actions relating to, the Software or Technical Information, including having Customer's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

6.6 Surviving Terms. The Parties' obligations under this section 6 shall survive the termination or expiration of the Agreement.

7. UNDERTAKINGS OF SINEQUA.

7.1 Delivery of Software. SINEQUA shall electronically deliver to Customer, and Customer shall download, the subscribed Software via direct secured download through <https://download.sinequa.com>. It is the responsibility of the

Customer to install the Software. Additionally, SINEQUA shall deliver by email or other electronic systems to Customer the License Key. The delivery of the License Key represents the delivery of the Software to the Customer which he recognizes as such. The date of the first delivery of the License Key subsequent to the conclusion of the Agreement shall represent the First Delivery Date.

7.2 Documentation; Confidentiality. SINEQUA undertakes to give the Customer access to the Documentation and in accordance with section 10.3 to take appropriate measures for avoiding disclosure of Customer's Confidential Information by SINEQUA's agents, representatives, and employees.

7.3 Subscription Warranties.

7.3.1 License Warranty. Subject to the limitations and conditions set forth in this section 7.3, SINEQUA warrants to Customer that (i) at the time of delivery, the Software will be free of malicious codes; (ii) for a period of 90 days from the First Delivery Date the Software will substantially conform in all material respects to the specifications available in the Documentation, when installed, operated, and used as recommended in the Documentation and in accordance with this Agreement, and (iii) the Software will not infringe on the intellectual property rights of a third party.

7.3.2 Service Warranty. SINEQUA further warrants to Customer that SINEQUA will perform the Subscription Services in a good and workmanlike manner, in accordance with the terms and conditions set forth in the Terms and Conditions for Subscription Services attached as Exhibit 3 hereto.

7.3.3 Customer Requirements. The warranties set forth in section 7.3.1 apply only if Customer: (a) notifies SINEQUA in writing of the warranty breach before the expiration of the warranty period; (b) has promptly installed all Minor Releases and Major Releases to the Software that SINEQUA previously made available to the Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of this Agreement.

7.3.4 Sole and Exclusive Remedies. The limited warranties set forth herein shall not extend to anyone other than the original Customer, are non-transferable, and represent Customer's sole and exclusive remedy.

7.3.5 Exclusion of Warranties.

a) Customer or Third Party's Default. The foregoing warranties shall be excluded in case of (i) alteration of the Software, (ii) modification of the Software other than by SINEQUA or its designees or other than as directed by SINEQUA or expressly permitted by the Documentation, (iii) use of the Software in any way other than as set forth in the Documentation, (iv) use of the Software as part of an

infringing process, or (v) any willful act or gross negligence of Customer or breach of Customer's obligations hereunder.

b) Third-Party Software. The limited warranties set forth herein apply only to the Software developed by or for SINEQUA and its affiliates. Yet, certain non-SINEQUA products or third-party software may be provided to Customer along with the Software. Notwithstanding anything to the contrary set forth herein, the limited warranties set forth herein do not apply to any such non-SINEQUA software or products, which are provided "as is", even if packaged and sold with the Software.

c) DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 7.3.1 AND 7.3.2, ALL LICENSED SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SUBSCRIPTION SERVICES PROVIDED BY SINEQUA ARE PROVIDED "AS IS." SINEQUA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SINEQUA MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION, ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT. SINEQUA SHALL NOT HAVE ANY RESPONSIBILITY FOR ANY CUSTOMER SPECIFICATIONS AND CUSTOMER CONTENT, OR EXCLUDED SERVICES, AND SINEQUA DOES NOT WARRANT FOR THE QUALITY, ACCURACY, INTEGRITY, OR APPROPRIATENESS OF ANY OF CUSTOMER SPECIFICATIONS, OR OF ANY OF THE CUSTOMER CONTENT OR EXCLUDED SERVICES. NO CONTRACTOR, CONSULTANT, AGENT, OR EMPLOYEE OF SINEQUA IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THESE LIMITED WARRANTIES.

d) Neural Search Disclaimer. Customer acknowledges that, by the nature of the Models used as part of neural search, it is impossible to fully test that their output will conform to any set standard across all possible inputs. THEREFORE, SINEQUA DISCLAIMS ALL IMPLIED WARRANTIES SUCH AS, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer assumes full responsibility for use of the Models and is solely responsible for any damages caused by the Models. For avoidance of doubt, Sinequa does not provide any support for Model outputs that are deemed wrong or need correction for any specific purpose.

e) Remedy for Breach of Warranty. Customer must give immediate notice of any breach of these warranties within the warranty period. If a material defect or infringement (as applicable) arises and a valid claim is received by SINEQUA

during the applicable warranty period set forth above, then SINEQUA may, as applicable, and in its sole discretion, either repair, replace the Software, newly render the Subscription Services or refund the Subscription Fees in an amount equal to a pro rata temporis of the annual Subscription Fee, as of the date of such refund, if any. The remedies set forth in this section 7.3.5 are Customer's sole remedies and SINEQUA's sole liability under the limited warranty set forth in section 7.3.1 and 7.3.2.

7.4 Scope of Liability.

7.4.1 EXCLUDED LIABILITIES. EXCEPT FOR (i) SINEQUA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.5 ; AND (ii) GROSS NEGLIGENCE OR WILFUL MISCONDUCT AND TO THE EXTENT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID UNDER THE APPLICABLE LAW IN NO EVENT WILL SINEQUA OR ITS LICENSORS BE LIABLE FOR (i) INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INCREASED COSTS, DIMINUTION IN VALUE OR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL OR REPUTATION) (ii) LOSS OF, DAMAGE TO, COMPROMISE, CORRUPTION OF, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY , OR (iii) ANY OTHER RELATED COSTS OR USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE RESULTING FROM THE AGREEMENT WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN ADDITION, SINEQUA SHALL NOT HAVE ANY RESPONSIBILITY FOR ANY CUSTOMER SPECIFICATIONS AND CUSTOMER CONTENT, OR EXCLUDED SERVICES, AND SINEQUA DOES NOT WARRANT FOR THE QUALITY, ACCURACY, INTEGRITY OR APPROPRIATENESS OF ANY OF CUSTOMER SPECIFICATIONS, OR OF ANY OF THE CUSTOMER CONTENT OR EXCLUDED SERVICES.

7.4.2 LIMITATION OF LIABILITY. IN NO EVENT AND EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT SHALL THE AGGREGATE LIABILITY OF SINEQUA OR ITS LICENSORS EXCEED AN AMOUNT EQUAL TO 100% OF THE ANNUAL SUBSCRIPTION FEE ACTUALLY PAID BY CUSTOMER DURING THE 12 MONTHS PRECEDING THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY.

7.4.3 Surviving Terms. The Parties' obligations under section 7.4 shall survive the termination or expiration of the Agreement.

7.5 Indemnification.

7.5.1 SINEQUA Indemnification. SINEQUA shall indemnify, defend, and hold harmless Customer and its officers, directors and employees from and against all claims and associated costs (i) made by a third party, (ii) alleging that the Software infringe any patent, copyright, trademark, or other

Intellectual Property Right asserted against Customer by a third party, and (iii) based upon Customer's use of the Software in accordance with the terms of the Agreement and the Subscription Services (a "**Third-Party Claim**"). Notwithstanding anything to the contrary in the Agreement, the foregoing obligations shall not apply to the extent that the alleged infringement arises from (i) Customer content, (ii) a third-party software, which is included in the SINEQUA Software (iii) any modification or alteration of the Software other than by SINEQUA, (iv) Customer's continued use of the Software after SINEQUA notifies Customer to discontinue use because of an infringement claim, or (v) negligence or willful misconduct by or on behalf of the Customer, or (vi) a breach of this Agreement by the Customer, or (vii) a third party's or any Users' acts or omissions.

7.5.2 Indemnification Procedure. SINEQUA's obligations under this section are conditioned upon (a) SINEQUA being notified in writing of any claim under this section within twenty (20) days upon receipt of the Third-Party Claim, (b) SINEQUA having the sole and exclusive right to control the defense and settlement of the claim, and (c) Customer providing all reasonable assistance in the defense of such claim. Customer may, at its own expense, engage a separate counsel to advise Customer regarding a Third-Party Claim and to participate in the defense of the Third-Party Claim, subject to SINEQUA's right to control the defense and settlement. SINEQUA may, at its sole discretion and at its own expense, engage the counsel of its choice and control and participate in the defense and settlement of any Third-Party Claim. SINEQUA shall not be liable for payment of any amount due under any agreement entered into by Client without the written consent of SINEQUA.

7.5.3 SOLE REMEDY. THIS SECTION 7.5.3 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SINEQUA'S SOLE LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY THIRD-PARTY CLAIM OF INFRINGEMENT RELATING TO OR ARISING OUT OF THE SOFTWARE OR DOCUMENTATION OR ANY SUBJECT MATTER OF THIS AGREEMENT.

8. UNDERTAKINGS OF CUSTOMER.

8.1 Customer Indemnification. Customer hereby represents, warrants, and covenants to SINEQUA that the Customer content do not, and will not at any time, infringe on any third-party intellectual property rights in any manner whatsoever. Customer shall be responsible for and shall defend and hold harmless SINEQUA and its officers, directors, employees, agents, and stockholders (collectively, "SINEQUA Indemnitees") from and against, all claims, damages, expenses, losses or other liabilities whatsoever and all reasonable attorneys' fees and other associated costs,

brought against SINEQUA Indemnitees by any third party and arising out of or relating to any Customer content or Excluded Services.

8.2 Customer's property. Without limiting the foregoing and subject to applicable law, Customer assumes all risk and liability for loss, damage, or injury to Customer and Customer's property and to others and their property arising out of the use, misuse, or inability to use the Software and not directly caused by the negligence of SINEQUA.

8.3 Infrastructure. Customer is solely responsible for procuring, installing and maintaining the hardware (e.g., database server systems, networks, application server systems, and Customer systems) required for (i) the installation and proper operation of the Software as set forth in the Documentation and the specifications at <https://doc.sinequa.com>, (ii) for proper completion of the Maintenance Services, and (iii) for providing a suitable operating environment in accordance with the guidelines specified by the suppliers or manufacturers of such components supplied by Customer.

8.4 Duty to Collaborate. The Customer undertakes to operate the Software in accordance with the instructions given by SINEQUA and in accordance with the Documentation. The Customer undertakes to collaborate with SINEQUA by providing all information that SINEQUA may deem to be of use for SINEQUA's realization of its technical tasks, in particular the information necessary for reproducing the environment in which the partial or total unavailability of the Software occur, and which require Support Services. Furthermore, Customer undertakes to keep enough qualified employees available for the installation and implementation of the Software and its functionality.

8.5 Duties Concerning the Scope. Unless otherwise agreed in writing, the Customer agrees on its own, and on its Affiliates', behalf not to: (i) make copies of the Software or the Intellectual Property other than for Customer's use; (ii) provide access to the Software or the Intellectual Property to anyone other than Customer's employees, agents, contractors, or consultants who are bound with Customer by terms at least as protective of SINEQUA as those set forth in this Agreement; (iii) provide access to the Software or the Intellectual Property to any entity, including entities of Customer Affiliates, unless those entities belong to business entities and divisions expressly specified in the Order; (iv) access or use the Software outside of the Scope; (v) access or use the Software without having paid the Subscription Fees; (vi) pledge, lease, rent, assign, sell, or commercially share the Software or the Intellectual Property or any of Customer's rights herein; (vii) use the Software or the Intellectual Property in connection with any hazardous

activity or any other activity which might result in serious property damage, death, or serious bodily injury; or (viii) modify, alter, improve, develop, upgrade, downgrade, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on, or otherwise attempt to decode, the Software or the Intellectual Property source codes or their related underlying ideas or algorithms; for the avoidance of doubt, the foregoing restriction concerns only the Software and shall in the framework of an integration project not prevent the Customer from effecting, or having effected by its suppliers, developments around the Software.

8.6 Exclusions. Customer remains particularly responsible including for, but not limited to, (i) the Software's fitness for Customer's purpose of use, (ii) the operation of the Software on the Customer systems, and (iii) the training and qualification of its personnel.

9. AUDIT.

During the Term and for one year thereafter, SINEQUA will have the right, by providing at least fifteen (15) business days' advance notice, to conduct at SINEQUA's costs an audit of Customer's compliance with the terms of the Agreement by appointing at SINEQUA's sole discretion any independent auditor. Customer agrees to fully cooperate with the appointed auditor in connection with such audits and will provide auditor access to such properties, systems, records, documents and personnel as auditor may reasonably request for such purpose. Customer shall promptly reimburse SINEQUA for any amounts which the audit discloses were not paid by Customer but were or would have been due under the terms of this Agreement. The applicable rate for any amounts due will be SINEQUA's then current standard tariff, not discounted, and not the rate or commercial discounts negotiated by the Customer, and will be in addition to the damages that SINEQUA is entitled to claim from the Customer for the loss suffered. Furthermore, if the audit reveals that any amount is owed to SINEQUA by Customer, Customer shall reimburse SINEQUA for the reasonable costs of the audit. The Parties' obligations under this section shall survive the termination or expiration of the Agreement.

10. MISCELLANEOUS.

10.1 Personal Data. For the sake of clarity, when operating the SINEQUA Software under this Agreement in a production environment, SINEQUA is not involved in hosting, storing, indexing or else processing of any Customer data or any data of its Customer's clients etc. Only the Customer via its administrator will be capable to access any of the Customer data that is indexed by the SINEQUA Software. To the extent that the Customer via its administrator and in the framework

of the Support chooses to communicate personal data, the Parties undertake to comply with all regulations applicable to the processing of personal data, which may include, without limitation, the California Consumer Privacy Act (CCPA) or the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679 of the European Parliament and of the Council" dated 27th April 2016).

10.2 Compliance. Customer agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Customer's obligations hereunder and Customer's use of the Software and the Subscription Services, including, labor laws, and anti-corruption laws. The Software may be subject to US export control laws, including the US Export Control Reform Act and its associated regulations. Customer will not directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable law. Customer will complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

10.3 Confidential Information. The Parties shall, at all times, maintain as confidential all information and trade secrets of the Party disclosing ("Disclosing Party") or giving access to the other Party ("Receiving Party") including, without limitation, the Intellectual Property and the Documentation communicated to the Receiving Party (collectively, the "Confidential Information"), and the Disclosing Party shall exercise the same degree of care to protect such Confidential Information from disclosure that it uses to protect its own Confidential Information but no less degree of care than can be expected from a prudent businessman. The Receiving Party shall not, without the Disclosing Party's prior written consent, disclose or make any Confidential Information available in any form to any person, except its employees, consultants, or permitted operators, as applicable, whose access is necessary to enable the Receiving Party to exercise its rights under this Agreement. The Receiving Party shall only use the Confidential Information as necessary to perform its obligations hereunder and shall return or destroy it at the request of the Disclosing Party. Confidential Information does not include information (i) otherwise rightfully available from a third party, without any limitations on its use, distribution, or disclosure; (ii) in the public domain and obtained by the Receiving Party through no willful action or gross negligence by the Receiving Party or any third party; or (iii) rightfully known to Receiving Party prior to its disclosure by the Disclosing Party (iv) is independently developed by the Receiving Party; or is required by court

order or governmental agency to be disclosed; in each of the foregoing cases as evidenced by the Receiving Party. The SINEQUA Software is part of the manufacturing secrets of SINEQUA and shall be considered by the Customer as Confidential Information, whether or not it can be protected by an intellectual property right, patent, copyright, etc., or in any other way. The Receiving Party acknowledges that a breach of this provision may cause irreparable harm to the Disclosing Party, for which damages may be difficult to ascertain, and therefore the Receiving Party hereby agrees that the Disclosing Party shall be entitled to seek equitable relief by means of mandatory injunctions. This right of equitable relief is in addition to any other rights (such as rights to damages and interest) that may be available to the Disclosing Party. The Parties' obligations under this section 10.3 shall survive the termination or expiration of the Agreement.

10.4. Communication and advertising. The Customer hereby authorizes SINEQUA to quote its name and publish its logo on its website and commercial documents solely for marketing and institutional communication purposes. The Parties will use reasonable endeavors to draft a joint press release during the year which follows the execution of this Agreement. This press release may be used or disseminated by both Parties after both Parties have approved it. Furthermore, a SINEQUA's logo linking to the site: www.sinequa.com and an advert such as "powered by" or "searched with" shall appear on the searching page of the Customer.

10.5 Notices. All notices, notifications, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given and received (a) upon delivery, when delivered in person or by a nationally reputable overnight courier; (b) upon transmission, when transmitted by electronic (including e-mail) or facsimile transmission (with confirmation of transmission by the transmitting equipment), or (c) five (5) days after dispatch, when sent by certified or registered mail, postage prepaid, return receipt requested; in each of the foregoing cases, sent to Customer at the address set forth in the signatory block or on any Order, authorization, correspondence, or other document furnished by Customer, and to SINEQUA at the address of its registered offices, or such other address as either Party may notify the other of pursuant to the Agreement. All notifications to SINEQUA should be delivered to the following address: Legal Department, 251 W 30th Street, 8th Floor, New York, NY 10001 or 24 rue de la Pépinière, 75008 Paris, France, with copy to: legal@sinequa.com.

10.6 No Waiver. No course of dealing or failure of SINEQUA to strictly enforce any term, right or condition of this

Agreement shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right, including termination of the Agreement.

10.7 Severability. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to either Party, and the Parties will negotiate in good faith to replace the voided provision.

10.8 Relationship of the Parties; Assignment. Nothing in the Agreement or the course of dealing of the Parties may be construed to constitute the Parties hereto as partners, joint-venture or as agents for one another or as authorizing either Party to obligate the other in any manner. No assignment in any manner whatsoever, including by change of control, combination, merger, sale of all or substantially all assets, operation of law or otherwise, of any rights or interest or delegation of any obligation of Customer under the Agreement may be made without the prior written consent of SINEQUA. Any attempted assignment will be void. The Agreement will inure to the benefit of and be binding upon each of the Parties hereto and their respective permitted successors and assigns.

10.9 Force Majeure. In the event of acts of governmental authority or acts of God including, without limitation, acts of fire, flood, tornado, tsunami, hurricane or other force majeure, war, terror, casualty, accident, pandemic, embargo, government action, market collapse, strike or lock-out, or other difficulties with employees, delay or inability to obtain labor, material, machinery, or services through SINEQUA's usual sources, or any cause or causes beyond SINEQUA's control causing failure to deliver or delay of any delivery or curtailment in production, SINEQUA shall not be liable therefor and may in its sole discretion, without notice to Customer, at any time and from time-to-time, postpone the delivery/service dates under any contract, make partial delivery/service or cancel all or any portion of any obligations hereunder.

10.10 Bankruptcy. Without any limitation to the provisions under section 3 hereof, if either Party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its

assets assigned, the other Party may cancel any unfulfilled obligations hereunder.

10.11 Governing Law and Jurisdiction. In case of Sinequa SAS as contracting entity, this Agreement shall be governed by, and construed in accordance with, the French laws, excluding any conflicts of law, rules or principles that might refer the governance or construction of this Agreement to the laws of any jurisdiction other than the French. The competent courts of Paris, France (court chamber of commerce), shall have exclusive jurisdiction over any matter or dispute resulting from or arising out of the execution, performance, interpretation, breach, or termination of this Agreement. In case of Sinequa Corp. as contracting SINEQUA entity, this Agreement shall be governed by and construed in accordance with the laws of New York State, excluding (i) any conflicts of law, rules or principles that might refer the governance or construction of this Agreement to the laws of any jurisdiction other than New York State, and (ii) the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. The courts of New York City shall have exclusive jurisdiction over any matter or dispute resulting from or arising out of the execution, performance, interpretation, breach, or termination of this Agreement. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ALL THEIR RIGHTS TO A TRIAL BY JURY

10.12 Entire Agreement. The terms of this Agreement (together with all attachments hereto) contain the Parties' entire understanding relating to its subject matter, supersede all prior or contemporaneous agreements between the Parties with respect thereto, and may only be revised, modified or otherwise amended or changed by a writing signed by a duly authorized representative of each Party (without any third-party beneficiary's written consent), notwithstanding any different or additional terms that may be contained in any purchase order, delivery authorization, correspondence, memoranda or other document prepared or furnished by Customer, regardless of when prepared, dated or delivered to, or received by, SINEQUA. Additional or different terms may be specified in the body of a document produced by SINEQUA or agreed to in writing by the Parties. In the event of a conflict, the following order of precedence will apply:

- (a) terms agreed to in writing and executed by an authorized representative of SINEQUA;
- (b) the Agreement;
- (c) the Exhibits to this Agreement in numerical order

EXHIBIT 1 – TERMS AND CONDITIONS FOR SUBSCRIPTION SERVICES

The following terms and conditions for Subscription Services (“**Terms and Conditions**” or “**TCs**”) shall apply to any Subscription Services provided by SINEQUA under the Agreement entered into between the Parties, contain the Parties’ entire understanding relating to its subject matter, supersede all prior or contemporaneous agreements between the Parties, and may only be revised, modified or otherwise amended or changed by a writing signed by a duly authorized representative of SINEQUA (without any third-party beneficiary’s written consent), notwithstanding any different or additional terms that may be contained in any purchase order, delivery authorization, correspondence, memoranda or other document prepared or furnished by Customer, regardless of when prepared, dated, delivered to, or received by, SINEQUA. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. PROVISION OF SUBSCRIPTION SERVICES.

During the Term, Customer will be entitled to certain Software maintenance and Software support services rendered by SINEQUA (“**Subscription Services**”), including the provision of new Versions, Major Releases and Minor Releases as further detailed in section 2 hereunder (“**Maintenance Services**”) as well as the access to support services, including the handling of Trouble Tickets as further detailed in section 3 hereunder (“**Support Services**”). For the avoidance of doubt, any training of Customer employees, guidance with the configuration (exclusive of standard parameters and settings), integration, commissioning, and use of the Software, any configuration services and services provided to troubleshoot the existing configuration, as well as any other services not having expressly been made part of the Subscription Services shall be considered “**Professional Services**” and are to be ordered separately by Customer and charged by SINEQUA. Any Subscription Service is subject to Customer providing access to (i) Customer personnel or, subject to SINEQUA’s approval in writing, a designee of Customer, who serves as a primary interface with SINEQUA for the Subscription Services, either of whom must be certified by SINEQUA as at least a level one user of the Software (“**Authorized User**”), (ii) SINEQUA Software and any other related software and hardware necessary for its proper execution, and (iii) safe access to Customer’s premises, each as required to perform the Subscription Services. On-site services will only be provided as explicitly set forth in an Order. If Subscription Services involve on-site work, SINEQUA’s personnel will comply with reasonable written rules and regulations of Customer with respect to Customer’s premises, provided that such rules and regulations are provided to SINEQUA prior to commencement of the relevant Subscription Services.

2. MAINTENANCE SERVICES.

SINEQUA, at its sole discretion and from time to time, will provide Major Releases, Minor Releases, and new Versions of the Software that it generally releases to its customers receiving Subscription Services. For the purposes hereof, “**Minor Releases**” shall mean Software releases containing defect corrections and which are made commercially available and generally indicated by a change in the digit to the right of the second decimal point (e.g., a change from version x.x.x. to version x.x.y) and any corrections and updates to any specifications or instructions for use relating to the Software; “**Major Release**” shall mean Software releases containing new enhancements, features, or functionality which are made commercially available and generally indicated by a change in the digit to the right of the first decimal point (e.g., a change from version x.x to version x.y) and any corrections and updates to any specifications or instructions for use relating to such upgraded Software; and “**Versions**” shall mean Software releases, generally indicated by a change in the first digit (e.g., a change from version x.x to version y.x), associated with changes and additions at SINEQUA’s initiative of one or more functions or modifications of the Software, with the objective of improving its functionalities or the quality of its functionalities. Minor Releases, Major Releases and Versions provided to Customer by SINEQUA shall be considered New Developments and become an integral part of the Software in accordance with the terms of the Agreement.

3. SUPPORT SERVICES.

3.1. Support Services. SINEQUA will provide Customer with the Support Services during the Term of the Subscription, in order to support the operation of the Software.

3.2 Trouble Report. To report an incident, an issue or a problem with the Software (“**Trouble**”), an Authorized User will submit a help request (“**Trouble Report**”) to SINEQUA, by using the Trouble Report platform accessible at <https://support.sinequa.com>, such Trouble Report being eventually tagged with a support priority level (“**Priority Level**”). By default, any Trouble Report shall be deemed as a “**Small Service Degradation**” type as set forth in section 9 of these Terms and Conditions.

3.3 Trouble Ticket. In response to submission of a Trouble Report, SINEQUA will, if warranted and as determined by SINEQUA in its sole discretion, and if the Trouble Report was submitted in accordance with section 9 of these Terms and Conditions, issue a digital trouble ticket (the **“Trouble Ticket”**) in accordance with section 9 of these Terms and Conditions. Each Trouble Ticket will be assigned a tracking number and, if appropriate, a different Priority Level determined by SINEQUA. SINEQUA will give notice to Customer of any modified Priority Level, and SINEQUA will use commercially reasonable efforts to process the Trouble Ticket according to the time indicated for the associated Priority Level as set forth in section 9 of these Terms and Conditions.

3.4 Scope. The Support Services include:

- a) access to the **“Trouble Report Platform”** under <https://support.sinequa.com>;
- b) troubleshooting of Software defects;
- c) remote assistance, including: (i) handling Authorized User’s requests submitted via the Trouble Report Platform, and (ii) conducting User problem diagnosis, research, replication and defect confirmation, and (iii) problem/case management;
- d) conducting extended problem research, replication and defect confirmation;
- e) determining the Priority Level consistent with the definitions set forth in these Terms and Conditions, as applicable; and
- f) Developing technical action plans for escalated issues.

4. EXCLUDED SERVICES.

Subscription Services shall not include, and SINEQUA shall not, in any manner whatsoever, be responsible for (all the following, collectively, **“Excluded Services”**):

- a) any maintenance of any (i) hardware equipment (or parts thereof) or (ii) software, which are not sold or licensed under a valid contract with a third-party manufacturer, vendor or publisher, as applicable, and are not subject to or do not benefit from, such third-party manufacturer’s, vendor’s or publisher’s (including SINEQUA’s), as applicable, warranty and support;
- b) any purchase or replacement of any (i) hardware equipment (or parts thereof) or (ii) software (including the Software), and any costs associated therewith (including, without limitation, any shipping charges therefor);
- c) any costs of any (i) software (including the Software) licensing, or (ii) licensing renewal;
- d) any maintenance costs of any third-party vendor or manufacturer and any fees related thereto;
- e) any service necessary to upgrade Customer’s IT environment up to the minimum standards required by SINEQUA, in its sole discretion, to perform the Subscription Services, and any costs related thereto;
- f) any costs related to any acts of force majeure;
- g) any service or repair made necessary by any alteration or modification of equipment other than as expressly authorized or directed by SINEQUA, including, without limitation, any software (installation, alteration or modification and any alteration or modification of hardware equipment (or parts thereof) made by Customer’s employees or any person other than SINEQUA or its designee;
- h) any programming, including, without limitation, modification of software (including the Software) source or object code, and program maintenance, unless as expressly specified herein; or
- i) training services of any kind, unless as expressly specified herein; or
- j) on-site services of any kind, except as expressly specified in an Order.

5. WORK PRODUCT.

All materials and information, if any, generated or used by SINEQUA in the performance of Subscription Services (**“Materials”**), and all intellectual property rights therein, shall be the sole property of SINEQUA. To the extent Customer gains any rights therein, Customer hereby irrevocably assigns, and agrees to assign, to SINEQUA all right, title and interest in and to any Materials. Any Materials provided to Customer in connection with the Subscription Services shall be governed by the provisions of the Agreement applicable to New Developments, the Software, the Intellectual Property or the Documentation, as the case may be, and Customer’s use thereof shall be solely in accordance with the terms of the Agreement.

6. PRICE.

The remuneration for the Subscription Services is included in the Subscription Fees as set forth in the Agreement. This Price does not include any travel costs and expenses relating to the provision of Subscription Services at the Customer's site.

7. SUPPORTED VERSIONS.

SINEQUA will provide Subscription Services for the current Version (as denoted by two digits separated by a decimal e.g., x.x) for a period of at least 36 months from the release date of that current Version (x.x.), for the previous Version (Version x-1.x) for a period of 18 months of the release date of the abovementioned current Version, and for the Version prior to the previous Version (Version x-2.x) for a period of 6 months from the release date of the abovementioned current Version.

8. SUPPORT HOURS.

Maintenance Services are provided during Working Hours. "Working Hours" shall mean the working hours of 9:00 AM – 6:00 PM on Business Days.

9. TROUBLE REPORT PROCESS TIMEFRAME.

<u>Type of Trouble Report</u>	<u>Priority Level</u>	<u>Response Time*</u>	<u>Fix or Workaround provided**</u>
The Software cannot be used at all (all Users affected).	Critical	within 1 Business Day	up to 5 Business Days under commercially reasonable efforts
Significant Degradation of Software performance (large number of Users or business critical functions affected).	High	within 3 Business Days	up to 10 Business Days under commercially reasonable efforts
Limited Degradation of Software performance (limited number of Users or functions affected, business process can continue).	Medium	within 4 Business Days	up to 30 Business Days under commercially reasonable efforts
Small Degradation of Software performance (business process can continue).	Low	within 10 Business Days	up to 3 months under commercially reasonable efforts

9.1 Trouble Report Submission Requirements. An Authorized User must send via SINEQUA's support extranet (<https://support.sinequa.com>) all the following information or data: (i) detailed description of the issue and, to the extent practical, instructions for reproducing the issue; (ii) the entire content of the logs folder from the beginning of the Trouble; (iii) a description of any changes to the configuration or other substantive changes (e.g., expansion of the corpus) made immediately prior to the occurrence of the Trouble; (iv) the history of any recent upgrades of any kind within the Software environment (hardware, operating system, third-party software acting with the Software, or the integration software); (v) any and all information necessary for diagnosis such as, but not limited to, screenshots, logs of the tests being provided onto the staging environment; and (vi) a description of all the operations performed by Customer and/or the associated infrastructure/engine partners, as to Customer's internal IT processes, to troubleshoot the Trouble, including but not limited to the history of the internal disaster recovery process, such as but not limited to restoring a back-up or rolling back to a previous stable configuration.

9.2 Definitions. For the purposes of this section "Authorized User" means a Customer's qualified employee, who has attended the necessary SINEQUA training and has been certified by SINEQUA; * "Response Time" means the maximum elapsed time between SINEQUA's receipt of the Trouble Report from an Authorized User and the delivery of an acknowledgment of receipt to Customer by SINEQUA (subject to uncontrollable circumstances such as electrical or server outages or network saturation); and ** "Fix or workaround provided" means the maximum elapsed time, from the successful internal replication and confirmation of the issue by the SINEQUA support team, for SINEQUA to provide a fix and/or workaround for the Trouble Ticket, provided that Customer actively contributes to the troubleshooting and responds promptly to take any actions and provide any additional information requested.