

A. Support during Development

1. Support

- 1.1 In the event of any conflict or inconsistency between this Product Support Definition, the Apex.AI Software License & Service Agreement, and/or any Order, the terms of the Apex.AI Software License & Service Agreement and the applicable Order shall prevail.
- 1.2 Apex.AI shall provide Product Support solely to the extent expressly included in and paid for under an applicable Order, and subject at all times to the Apex.AI Software License & Service Agreement. Apex.AI will provide support for Apex.AI Software during the term of the Development License(s) ordered by Licensee.

“Support” shall mean technical support as more fully set out in this document. Support shall be limited to the services described herein so as to maintain the Apex.AI Software in good working order, free from Errors (“Error” shall mean a failure attributable to the Apex.AI Software that causes the function of the Apex.AI Software to substantially deviate from the functional specifications in the Documentation) so that the Apex.AI Software functions properly and in accordance with the level of performance as set forth in the Specifications. “Specifications” shall mean Apex.AI Software Product Definitions and specifications set forth in the Documentation. Under technical support, Apex.AI provides Error Correction for Apex.AI Software. “Error Correction” shall mean a modification, patch, or addition to the Apex.AI Software that, when made or added, establishes material conformity of the Apex.AI Software with the Documentation. Support may also include responding to questions regarding installation, configuration, or use of Apex.AI Software.
- 1.3 Support shall be provided to Authorized Users of the Development License(s) only and shall be limited to the number of licenses ordered by Licensee. A project-based Development License shall include Support for a maximum number of three (3) concurrent Authorized Users, per USD 50,000 annual license fee, unless otherwise stipulated in the respective Order. Licensee shall be responsible for selecting the Authorized Users to receive Support under a project-based Development License and convey this information, including any changes in Authorized Users, to Apex.AI without delay. Product Support is limited to the number of concurrent Authorized Users specified in the applicable Order. Thus, the number of individuals permitted to use the Apex.AI Software under a Development License may exceed the number of Authorized Users entitled to receive Product Support.
- 1.4 Support shall be available between 9:00 AM and 5:00 PM Monday through Friday, excluding public holidays, and Apex.AI company holidays. The time zone and public holidays at the Apex.AI Support Center set forth in the applicable Order shall apply. Apex.AI company holidays shall be made available to Licensee reasonably in advance via the customer portal.
- 1.5 Support shall be remote and will be provided by Apex.AI via a customer portal. Support may include video calls for consultation and troubleshooting.
- 1.6 Licensee shall report issues with the Apex.AI Software via the customer portal. The customer portal can also be used to notify Apex.AI of any issues associated with the Documentation.
- 1.7 Upon Apex.AI’s receipt of an issue notification from Licensee through the Apex.AI customer portal, Apex.AI shall make commercially reasonable efforts to respond within three (3) business days with an acknowledgment of the notification and thereafter use commercially reasonable efforts to (a) replicate the issue and verify an Error; (b) if applicable, provide an acceptable Workaround to verifiable Errors; and (c) if applicable, provide a Resolution for the Error. “Workaround” means a procedure, routine, or suitable alternate solution that, when implemented in the regular operation of the Apex.AI Software, allows the user to eliminate or mitigate the practical adverse effect of an Error on the Apex.AI Software. “Resolution” means the final determination of a support case, including by provision of an Error Correction or a Workaround, or through an update to the Apex.AI Software. The foregoing obligations shall not apply in

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case Licensee does not provide sufficient information to Apex.AI allowing for the replication of the issue and verification of an Error, the performance of a Workaround, or the provision of a Resolution.

- 1.8 Unless otherwise agreed upon in the Order, Support shall be provided for the then-current Product Release version of the Apex.AI Software.
- 1.9 In case Licensee fails to comply with Apex.AI's installation, operation, and maintenance instructions or any of its obligations under the Apex.AI Software License & Service Agreement, Apex.AI's obligation to provide Support may be suspended until Licensee complies with all such obligations to the satisfaction of Apex.AI.
- 1.10 Apex.AI will maintain the Apex.AI Software by providing software updates and enhancements to Licensee as generally released and offered by Apex.AI to its customers in accordance with its release strategy. All such updates and enhancements provided to Licensee by Apex.AI shall be subject to the terms and conditions of the Apex.AI Software License & Service Agreement and will be provided on an as-available basis and may include (a) Error fixes; (b) Apex.AI Software performance enhancements; (c) enhancements to improve interoperability with approved hardware platforms, third-party software or other third-party resources; and/or (d) new features. Updates and enhancements will be provided by Apex.AI through the Apex.AI customer portal.

2. Exclusions from Support

- 2.1 Support does not include (a) adding new features or functionality to the Apex.AI Software; or (b) modifying the Apex.AI Software in accordance with the requirements of the Licensee. If any request by Licensee falls within any of the foregoing, such request shall be deemed to be a request for Services or a Product Change Request. Apex.AI shall only perform Services pursuant to the corresponding Order and payment of the fees specified therein. Product Change Requests are implemented subject to Apex.AI's discretion and Support shall only extend to approved Product Changes after implementation and release in the form of a Product Release.
- 2.2 Support also does not include any of the following (a) porting of applications to the Apex.AI Software; (b) consulting services regarding Licensee's application software architecture; (c) implementation of Licensee's application software to interoperate with the Apex.AI Software; (d) debugging or optimizing Licensee's application software interoperating with the Apex.AI Software; (e) training, including any training of Licensee to develop applications to interoperate with the Apex.AI Software; (f) on-site support, field testing, including installation of hardware or software; (g) support of any software that is not the Apex.AI Software; or (h) support of any modifications made to the Apex.AI Software by any party other than Apex.AI, including Licensee. Notwithstanding anything else to the contrary, Apex.AI's obligations to provide Support hereunder shall not apply if, (1) the hardware used in the operation of the Apex.AI Software is not in good operating order or is not installed in a suitable operating environment; (2) the computer hardware and hardware configuration used in the operation of the Apex.AI Software does not meet Apex.AI's specifications or systems requirements as defined in the Product Definition, or if Licensee does not otherwise adhere to Apex.AI Software requirements relating to design and configurations made available by Apex.AI; and/or (3) the Apex.AI Software has been improperly installed or operated, and/or used in any way other than as contemplated by Apex.AI's Documentation. If any request or support claims fall within any of the above, investigating and identifying the problem, as well as the repair or correction of the problem by Apex.AI shall be deemed to be Services and only performed pursuant to a corresponding Order and payment of the applicable fee specified therein.

B. Support during Deployment

1. Definitions

"Deployment Support" means product support services provided by Apex.AI during Licensee's ongoing deployment and operation of the Apex.AI Software in production environments. Deployment Support applies solely to the specific production environment(s) or Deployment Platform(s) expressly agreed in

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writing between the Parties during the Development phase or as set forth in the applicable Order. Deployment Support does not apply to any additional or modified deployment environments, platforms, or Production Releases unless separately agreed in writing.

2. Applicability of General Support Principles

Except as expressly modified in this section, the general principles applicable to Product Support during Development, as defined in the Apex.AI Software License & Service Agreement and in Section A above — including support process, communication channels, customer cooperation obligations, limitation standards, and suspension rights — shall apply mutatis mutandis to Deployment Support.

3. Scope of Deployment Support**3.1 For “Apex.OS Latest” (Right to deploy the latest Production Release)**

Where expressly included in an applicable Order, Apex.AI shall provide Deployment Support for the then-current Production Release of the Apex.AI Software deployed on the agreed Deployment Platform(s), which may include:

- a. assistance with adoption of new Production Releases, including compatibility and configuration guidance for the supported Deployment Platform(s);
- b. priority handling of Severity Level 1 and 2 issues occurring within the agreed production environment;
- c. assignment of a designated technical liaison or deployment engineer for long-term deployment programs;
- d. regular coordination meetings (e.g., quarterly or as otherwise agreed) to review issue trends, release adoption, and platform compatibility; and
- e. provision of interim hotfixes or patches, where applicable.

3.2 For “Apex.OS Frozen” (Right to deploy a specific version of a Production Release only)

Where expressly included in an applicable Order, Apex.AI shall provide Deployment Support for the agreed-upon specific version of the Production Release, limited to use with the agreed-upon Deployment Platform(s) or environments. Any Deployment Support period, including any multi-year duration, shall apply only if expressly stated in the applicable Order and shall not renew automatically. Under Deployment Support for Apex.OS Frozen, Apex.AI provides error remediation, security fixes, and compatibility patches for the agreed production environment, but shall have no obligation to provide feature enhancements or upgrades to newer Production Releases.

3.3 Commercial Descriptors

References in this document to “Apex.OS Latest” and “Apex.OS Frozen” are commercial descriptors only and do not create new license types. All rights and obligations are governed by the applicable Development License or Deployment License under the Apex.AI Software License & Service Agreement.

4. Service Levels during Deployment Period

Apex.AI will use commercially reasonable efforts to meet the initial response and resolution targets set forth below.

Severity	Description	Initial Response	Resolution Target	Action/Escalation
Level 1 Critical	Production deployment inoperable or severely impacted	Within 4 business hours (or 24x7 if expressly agreed)	Patch, workaround, or configuration fix within 7 business days or via hotfix as needed	Senior engineer(s) from the product team assigned until issue mitigated

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Severity	Description	Initial Response	Resolution Target	Action/Escalation
Level 2 Major	Major functionality unavailable; no reasonable workaround	Within 1 business day	Fix or workaround within 15 business days, or by next patch release	Escalated to product team for root-cause analysis
Level 3 Minor	Limited operational impact; workaround exists	Within 2 business days	Addressed in a future patch or other release	Logged in the product backlog
Level 4 Request	Documentation issue or enhancement request	Within 3 business days	Reviewed and triaged	Logged and triaged by product team

5. Support Process and Customer Cooperation

Deployment Support shall be provided remotely via Apex.AI's customer portal. Support may include video calls for consultation and troubleshooting. Licensee shall provide sufficient information reasonably required to enable Apex.AI to diagnose, reproduce, and address an issue, including relevant logs, configurations, and reproduction steps. Apex.AI's obligations under Deployment Support shall not apply where such information is not provided.

6. Exclusions from Deployment Support

Deployment Support is not included in any Deployment License unless expressly ordered in an applicable Order and paid for in full. Deployment Support does not include:

- a. Services, Product Change Requests, or other activities outside the scope of the agreed Deployment Platform(s) or Production Release(s);
- b. support for software, hardware, or configurations not approved or documented by Apex.AI;
- c. issues caused by Licensee's failure to comply with Apex.AI's Documentation, installation instructions, operational requirements, or the Apex.AI Software License & Service Agreement; or
- d. on-site support, consulting services, training, or support for third-party software or customer-developed code, unless expressly agreed in writing.

If a request falls outside the scope of Deployment Support, Apex.AI may offer to perform such activities as Services subject to a separate Order.