

## END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU, EITHER AS AN INDIVIDUAL, COMPANY OR OTHER LEGAL ENTITY ("YOU" OR "LICENSEE") AND KRYON SYSTEMS INC. AND ITS AFFILIATES (THE "COMPANY" OR "KRYON"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING ANY KRYON SOFTWARE PRODUCT. ANY USE OF THE LICENSED PRODUCT (AS DEFINED BELOW) IS AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, UNLESS YOU AND THE COMPANY HAVE EXECUTED A SEPARATE AGREEMENT IN WRITING, SIGNED BY BOTH YOU AND THE COMPANY WHICH EXPRESSLY SUPERSEDES THIS AGREEMENT. **BY DOWNLOADING, INSTALLING, OPERATING OR OTHERWISE USING THE LICENSED PRODUCT, YOU ARE EXPRESSLY AND EXPLICITLY ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THIS AGREEMENT OR ARE NOT WILLING TO BE BOUND BY IT, DO NOT DOWNLOAD, INSTALL, OPERATE OR OTHERWISE USE THE LICENSED PRODUCT AND YOU MUST PROMPTLY UNINSTALL THE LICENSED PRODUCT, AND ANY PART THEREOF, FROM YOUR SYSTEM.**

1. **Definitions.** All capitalized terms used herein shall have the meanings set forth below:

- 1.1 "Affiliate" shall mean any entity that Controls, is Controlled by, or is under common Control with Licensee, provided that such an affiliate is not a competitor of Kryon.
- 1.2 "Confidential Information" shall have the meaning ascribed to such term in Section 10 below.
- 1.3 "Control" shall mean the ownership, directly or indirectly, of 50% or more of the voting interest.
- 1.4 "Discloser" shall have the meaning ascribed to such term in Section 10.
- 1.5 "Documentation" shall mean the user guides and manuals for installation and use of the Software provided by Kryon.
- 1.6 "Feedback" shall mean any results of Licensee's use of the Licensed Product, including without limitation any feedback, suggestions, comments, ideas, questions, any information about defects, errors or problems and any information in connection therewith.
- 1.7 "Intellectual Property Rights" shall mean any (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing, all whether or not registered or capable of being registered; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; (vi) any rights in source code, object code, mask works, databases, algorithms, formulae and processes; and/or (vii) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.
- 1.8 "Kryon IPR" shall have the meaning ascribed to such term in Section 4(a) below.
- 1.9 "Licensed Product" shall mean the Software and the Documentation.
- 1.10 "NDA" shall have the meaning ascribed to such term in Section 10 below.
- 1.11 "Software" shall mean Kryon's robotic process automation software solution, Kryon's process discovery software solution and/or other software solution(s), identified in a purchase order approved in writing by Kryon.
- 1.12 "Term" shall have the meaning ascribed to such term in Section 9(a) below.

2. **License Grant and Restrictions.**

- 2.1 **License.** Subject to the terms and conditions of this Agreement (including payment in full of applicable fees) and for the Term, Kryon shall grant Licensee, during an annual subscription term, a limited, revocable, personal, non-transferable, non-assignable, non-exclusive, non-sublicensable license to use the Licensed Product, solely for internal business purposes and solely in binary executable form, in accordance with the Documentation. Licensee shall locally install and deploy the Licensed Product on Licensee's systems, *provided* that such systems meet Kryon's architecture requirements as set forth in Schedule A hereto.
- 2.2 **Purchase Orders and Use by Affiliates.** The terms and conditions of this Agreement shall apply to all orders for subscriptions to the Licensed Products, submitted to Kryon by Licensee and shall supersede any different or additional terms on Licensee's purchase orders. Purchase orders shall be issued by Licensee to Kryon and shall be subject to Kryon's written approval. If Licensee purchases the right to use the Licensed Product by its Affiliate, pursuant to a purchase order approved by Kryon, Licensee shall ensure that such Affiliate: is bound by the terms of this Agreement; and shall be liable for any breach thereof by any such Affiliate.

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

24 License Restrictions. The Software shall be installed in accordance with the Documentation and with any other instructions of Kryon. Except as expressly and unambiguously permitted by this Agreement, without Kryon's prior written consent, the Licensee may not, nor permit anyone else to, directly or indirectly: (i) distribute, rent, lease, lend, use, translate, reproduce, publish, market, license, sublicense, assign, sell, pledge, resell or otherwise transfer the Licensed Product or transfer Licensee's rights hereunder to a third party (including, without limitation, the use of the Licensed Product for the benefit of a third party), (ii) copy, reproduce, create a derivative work or modify any part of the Licensed Product, including by means of incorporating it into or with any other product or program, (iii) disclose, publish or otherwise make publicly available the results of any benchmarking of the Licensed Product, or use such results for competing software development activities; (iv) use or permit the Licensed Product to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, (v) attempt to decipher, decompile, disassemble, reverse engineer or reverse compile all or any portion of the Licensed Product, or otherwise attempt to discover the source code of the Licensed Product, (vi) transmit any content which contains software viruses, or other harmful, infringing, illegal, disruptive or destructive content, messages, computer code, files or programs, (vii) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Licensed Product, including without limitation in order to extract for re-utilization of any parts of the Licensed Product, or perform any act that destabilizes, interrupts or encumbers the Licensed Product or its servers or use automatic means that enable sending more request messages to the servers of the Licensed Product, in a given period of time, than a human can reasonably send in that time period by using the Licensed Product, (viii) circumvent, disable or otherwise interfere with security-related features of the Licensed Product, such as features that restrict or monitor use of the Licensed Product or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Licensed Product, (ix) use or encourage, promote, facilitate or instruct others to use the Licensed Product for any unlawful, harmful, irresponsible, prohibited by this Agreement, or inappropriate purpose; (x) remove or otherwise alter any of Kryon's trademarks, logos, copyrights or other proprietary notices or indicia, if any, fixed or attached to the Licensed Product; (xi) use the Kryon name, logo or trademarks without prior written consent from Kryon; (xii) ship, transfer or export the Licensed Product or use the Licensed Product in any manner that is prohibited by law, including without limitation, to sell, distribute, download or export the Licensed Product: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority, or (e) make use of the Licensed Product in any jurisdiction where same are illegal or which would subject Kryon or its affiliates to any registration requirement within such jurisdiction or country. Licensee hereby agrees to the foregoing and warrant that Licensee is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list; (xiii) transfer or otherwise make available to Kryon any Personal Data (as further detailed below); (xiv) contest Kryon's Intellectual Property Rights to the Kryon IPR; and/or (xv) refer to the Licensed Product by use of framing or utilize the Licensed Product, including without limitation any related point of presence, servers and network, in any way which will result in the violation or circumvention of any applicable laws or regulations including, without limitation, those enforcing censorship, privacy, government authority restrictions or others. Any right not explicitly granted to Licensee is reserved to Kryon or its licensors. The Licensee agrees to use the Licensed Product in a manner that complies with all applicable laws in the jurisdiction in which Licensee uses the Licensed Product, including, but not limited to, applicable restrictions concerning copyright and other Intellectual Property Rights and with Kryon's license metrics and work environment conditions. Licensee is solely responsible for acquiring and maintaining all of the hardware, software and services necessary to access and make use of the Licensed Product, including without limitation paying all fees and other costs related to internet access, server or cloud account subscription and maintenance.

### 3. Services.

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

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

- 33 Training. Kryon shall provide training and assistance regarding the use and operation of the Software for a fee.
- 34 Professional Services. Kryon may provide professional services, subject to the execution of a separate services agreement for the procurement of professional services as mutually agreed upon between the parties in writing.
4. **Intellectual Property Rights**.
- 41 Licensed Product. The Licensed Product is licensed, not sold. All right, title and interest in and to the Licensed Product, including any new version releases, updates, enhancements, modifications, developments, improvements and Feedback thereto, all data submitted, collected, transmitted or generated through the Licensed Product or use thereof, and all Intellectual Property Rights evidenced by or embodied in and/or attached/connected/related thereto, are and shall remain solely owned by Kryon, its affiliates, or their respective suppliers and licensors ("**Kryon IPR**"). Noting herein contained shall be construed as granting Licensee any right, title or interest in and to Kryon IPR.
- 42 Subject to Licensee's consent, Kryon may collect, process, disclose, publish and use in any other manner any anonymous, aggregated and/or non-identifiable information which is derived from the use of the Licensed Product (the "**Analytics Information**"), in order to provide and improve Kryon's programs and services and the performance of the Licensed Product. Kryon shall remain the exclusive owner of the Analytics Information which shall not be deemed as confidential or proprietary information of Licensee. For the avoidance of doubt, the Licensed Products and related services do not require Kryon to process, access or use any personally identifiable information or other data protected under applicable privacy laws (the "**Personal Data**"). Therefore, Licensee hereby represents and warrants that (i) it will not transfer or otherwise make available to Kryon any Personal Data, and (ii) it has obtained all applicable permits, authorizations and/or consents as to allow the Licensed Product's operation and functionality on Licensee's systems in accordance with the terms of this Agreement.
- 43 Third Party Components. Any third party software provided as part of or with the Licensed Product is solely governed by its respective license terms as set forth in Schedule C, in lieu of the terms of this Agreement.
5. **Compensation**. As a condition for the license under Section 2 and any additional services provided by Kryon under Section 3, Licensee shall pay Kryon the fees set forth in the Licensee's purchase order or proposal signed between the Parties, as applicable. Unless specified otherwise, (a) Licensee shall be invoiced for the fees upon execution hereof with respect to any Software licenses granted and upon the order of a service, and (b) Payment is due thirty (30) days after the date of the invoice, and (c) all amount payable hereunder shall be paid in United States Dollars. All amounts not paid within fifteen (15) days of the due date shall bear interest at the rate of one and one half percent (1.5%) per month, or at the highest rate allowed by law, whichever is less, from the date due. Prices are exclusive of all taxes of any nature. Licensee will duly pay all applicable taxes or will supply appropriate tax exemption certificates in a form satisfactory to Kryon. Licensee shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added, withholding or other taxes and fees, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, except for taxes based on Kryon's net income. If any such tax or duty has to be withheld or deducted from any payment under this Agreement, Licensee shall gross-up the payment under this Agreement by such amount to ensure that after such withholding or deduction Kryon shall receive an amount equal to the payment otherwise required.
6. **Representations and Warranties; Disclaimers**.
- 61 Mutual Representations. Each party represents and warrants that (i) it is duly organized and in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite power and authority (corporate or otherwise) to execute, deliver and perform its obligations under this Agreement; (iii) the execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under or breach of any agreement or other instrument to which it is a party or by which it is bound; and (iv) it will comply at all times with all applicable laws, rules and regulations relevant to this Agreement, including the use of Licensed Product, including all anti bribery laws, import/export laws and regulations and anti-kickback laws.
- 62 Limited Software Warranties. Kryon represents and warrants that commencing from the date the Software is installed at the Licensee premises and during the Term, under normal authorized use, the Software shall perform in substantial conformance with its Documentation. The sole and exclusive remedy of Licensee for any breach of warranty shall be to obtain from Kryon (or Kryon's designated agent or subcontractor) the repair or replacement of any defective Licensed Product.
- 63 Exclusions. The Licensed Product warranty set forth above shall not apply if the failure of the Licensed Product results from or is otherwise attributable to: (i) repair, maintenance or modification of the Licensed Product by persons other than Kryon's authorized third parties; (ii) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Licensed Product; (iii) use of the Software other than in accordance

with the Documentation; (iv) the combination of the Licensed Product with equipment or software not authorized or provided by Kryon or otherwise approved by Kryon in the Documentation; and/or (v) the Licensed Product being licensed for beta evaluation, testing or demonstration purposes.

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

7. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL KRYON OR ANY OF ITS EMPLOYEES, AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE FOR INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR DATA, LOST PROFITS OR GOODWILL, LOSS OF BUSINESS REVENUES, PROFITS OR SAVINGS, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, PUNITIVE OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY RESULTING FROM THE USE OR INABILITY TO USE THE LICENSED PRODUCT, EVEN IF KRYON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY; AND (B) IN NO EVENT SHALL KRYON'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY RECEIVED BY KRYON UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

8. **Indemnification.**

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

82 **Indemnification by Kryon.** Kryon agrees to defend, indemnify and hold harmless Licensee from and against any damages finally awarded in judgement against licensee arising directly from a third party actions or suits brought against Licensee, alleging that the Software used by Licensee in accordance with this Agreement infringes Intellectual Property Rights of such third party ("**IP Claim**"); *provided* that as a condition to such defense and indemnification Licensee (i) notifies Kryon promptly in writing of such IP Claim; and (ii) grants Kryon sole control and authority to handle the defense or settlement of any such IP Claim and will provide Kryon with all reasonable information and assistance, at Kryon's expense. Kryon will not be bound by any settlement that Licensee enters into without Kryon's prior written consent.

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

This Section 8.2 STATES KRYON'S SOLE AND EXCLUSIVE LIABILITY AND THE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

9. **Term and Termination.** This Agreement is effective upon downloading, installing, operating or otherwise using the Software. This Agreement will remain in force until terminated in accordance with this Agreement. If you have obtained a subscription to the Software, this Agreement will remain in effect as long as such subscription is paid for. A party may terminate this Agreement upon the other party's breach of any of the provisions hereof that is not cured within thirty (30) days after receiving notice of such breach. Either party may terminate this Agreement upon written notice to the other party in the event that one or more of the following events occur(s): (a) appointment of a trustee or receiver for all or any part of the assets of the other party; (b) insolvency or bankruptcy of the other party; (c) a general assignment by the other party for the benefit of creditor(s); or (d) dissolution or liquidation of the other party. Upon termination of this Agreement, (i) all Licensed Product's licenses shall expire, and Licensee shall immediately discontinue the use of the Licensed Product(s) and shall at Licensee's sole cost, return or provide certification to Kryon of the destruction of all copies of the Licensed Product(s), (ii) Kryon shall cease providing services under Section 3, (iii) each party shall return any copies of Confidential Information to its Discloser; and (vi) any sums paid by the Licensee until the date of termination are non-refundable, and it shall not be relieved of its duty to discharge in full all due sums owed by it to the Licensor under this Agreement, which

sums shall become immediately due and payable on the date of termination of the Agreement. Those provisions of this Agreement which by their nature should survive the expiration or termination of this Agreement shall so survive its expiration or termination, including without limitation, Sections 1, 4, 5, 6.4, 7-10, 12, 13.

10. **Confidentiality**. Each party may have access to certain non-public and/or proprietary information of the other party (the "**Discloser**"), in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and to any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive ("**Confidential Information**"). Notwithstanding anything to the contrary, Kryon IPR is deemed as Kryon Confidential Information. Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the Discloser's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the Discloser except as expressly permitted under this Agreement. All right, title and interest in and to Discloser's Confidential Information are and shall remain the sole and exclusive property of the Discloser. Neither party shall have an obligation under this Agreement to maintain in confidence any information that it can demonstrate that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Discloser; (iii) receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of the Discloser's Confidential Information; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall make best effort to provide prompt notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.
11. **Publicity**. Both Kryon and Licensee may refer to the existence of a license agreement between them, including listing Kryon as a technology provider, or Licensee as a user of the technology, including on Kryon's website and in its marketing and promotional materials in a manner which reflects favorably at all times on the Licensed Product and the good name, goodwill and reputation of each party. Such promotional uses include the display of a party's logo or trademark.
12. **Miscellaneous**. This Agreement shall be governed by the laws of the State of New York, without regard to that state's conflicts of laws rules. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate court sitting in New York, Ny, USA, Israel. This Agreement represents the complete agreement concerning the license granted herein and the subject matter hereof. The Company may, at its sole discretion, change the terms contained herein by providing you a written notice. Kryon shall not be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including without limitation, natural disasters, quarantine restrictions, acts of civil or military authority, fire, flood, war, labor shortage or dispute, public health emergencies, pandemic or governmental authority. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. You may not assign your rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and/or obligations under this Agreement without restriction or notification.

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**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.**

**KRYON SYSTEMS INC.**

\_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A**

**Architecture Requirements**

<http://kryonsystems.com/Documents/System-Architecture-and-Requirements-Kryon-RPA-Platform-v20.6.pdf>

<http://kryonsystems.com/Documents/System-Architecture-and-Requirements-Kryon-Process-Discovery-v20.6.pdf>

## Schedule B

### Service Level Agreement

#### THE KRYON PLATFORM STANDARD MAINTENANCE & SERVICE LEVEL AGREEMENT

##### 1. Introduction and Definitions

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

**Support** refers to Kryon's responsibilities to address errors related to any of the Kryon platform components (i.e. Unattended Robot, Attended Robot, Studio, etc.) or their products (i.e. Wizards), which are verifiable and reproducible failure of the Software to substantially conform to its published specifications (“**Error**”). Notwithstanding the foregoing, “Error” shall not include any failure caused: (i) by the use or operation of the Software with any other hardware, software or programming languages or in an environment other than intended or recommended by Kryon; (ii) by any bug, defect, error or malfunction in any hardware or software used with the Software and not provided by Kryon or any other failure of any such hardware to conform to its published specifications; (iii) due to modifications, alterations and repairs to the Software not made by Kryon, except as authorized in writing by Kryon; (iv) due to misuse, accidents or improper installation or maintenance not performed by Kryon; or (v) due to failure to install provided updates and patches. In the event that any problem or error is discovered to fall outside of the scope of the definition of Error, then Kryon reserves the right to recover all expenses related to the support provided, at the then current prices for such services. Support is available for customers who purchased licenses and for the versions supported (GA version and one major release before that. For example, if the current GA version is 3.X, then customers are entitled to support on versions 2.X and 3.X. Customers utilizing older versions will need to upgrade their version in order to get support).

**Maintenance** refers to customer rights to receive bug fixes and version upgrades for the product purchased, which may include either one of the following at Kryon’s discretion: temporary workaround; code or patch release that will be delivered according to a time schedule determined by Kryon; or Software enhancement or new feature that will be delivered according to a time schedule determined by Kryon.

Support and Maintenance do not include on-site technical support, consulting (redesigning, re-architecting or reconfiguring Licensee's network), support for incompatible products or third party products, training, professional services or related out-of-pocket expenses.

##### 2. Support Hours and Channels

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

###### 2.1 Support Hours

Support hours are Monday through Friday; 9:00am to 6:00pm (“**Business Hours**”). A request for response to a call during hours which are not Business Hours shall be subject to payment of additional fees in accordance with Kryon’s professional services rates.

###### 2.2 Support Channels

SF case system: <https://kryonsystems.force.com/CustomersKryon>

##### 3. Severity Levels and Expected Response Time

Licensee shall promptly notify Kryon in detail of any Error upon its knowledge thereof.

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



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

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

**4. Maintenance**

During the Term Kryon customers are entitled to free version upgrades (additional fees may apply for new features or functionalities).

The Kryon version release policy includes:

- Kryon will make available to Licensee any updates to the Software or Documentation, if and when Kryon makes such updates generally available for no additional charge to its other customers then covered by maintenance services with similar terms as the terms of this Agreement. Kryon shall have no obligation hereunder to make any modifications to the updates to conform the same to any modifications of the Software or Documentation made by any person or entity other than Kryon.
- Major version upgrades may include significant capabilities or feature enhancements. Major upgrades also include accumulated bug fixes. Major upgrade refers to the number to the left of the decimal point in the product version number structure. For example the X in version X.Y
- Minor version upgrades include aggregated bug fixes and/or minor functionality enhancements. Minor upgrades refer to the first digit to the right of the decimal point in the product version number structure. For example the Y in version X.Y
- Customers may decide if and when to upgrade their platform version to the current GA version. Support will not be available for customers using versions that are older than one major version before the current GA version.

\*\*\*\*\*

**Schedule C**

**Third Party Components; Open Source Materials**

<http://kryonsystems.com/CompanyFiles/RPA-20.3-FOSS-REPORT.xlsx>

<http://kryonsystems.com/CompanyFiles/PD-20.03-FOSS-REPORT.xlsx>