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Services Addendum

1. Support Services Addendum

During the Subscription Term, Nextthink will provide Customer with the support services described below (“Support Services”).

Section 1. Support Levels

(A) Error Correction

Customer must report to Nextthink any failure of the Services to function materially in accordance with its Documentation (an “Error”) (currently via Nextthink’s support portal at the Nextthink Site (the “Support Portal”) or email at support@nextthink.com). Where the Customer cannot report via the Support Portal or email (or other means provided under Documentation), then Customer will report by telephone. Nextthink will provide Customer with its assigned support contact telephone number.

Nextthink will endeavor to provide Support Services 24 hours a day, 365 days a year. Nextthink will use commercially reasonable efforts in its response(s) either to correct or provide instructions for circumventing any verifiable and reproducible Errors discovered in the Services when properly reported to Nextthink, within the framework set forth in the table below.

Priority	Description	Targeted Response Time*	Targeted Level of Effort
P1	The entire Services are “down” and inoperable.	Response within one Business Hour**	Continuously, 24 x 7
P2	Operation of the Services is severely degraded, or major components of the Service are not operational.	Response within four Business Hours	Continuously, but not necessarily 24 x 7
P3	Certain non-essential features of the Subscription Services are impaired while most major components of the Service remain functional.	Response within one Business Day	As appropriate during normal Business Hours

* The Response time may increase including in cases where Nextthink needs to reproduce the Error.

**“Business Hours” means 0900 to 1700 Monday to Friday, excluding bank or public holidays in Spain, Switzerland or the United States, as applicable.

(B) Telephone Support – Helpdesk

Nextthink will provide reasonable telephone technical assistance twenty-four (24) hours per day, three hundred and sixty five (365) days per year, such assistance being limited to: (i) technical problems that are not Errors; and (ii) questions about the

Documentation (“General Assistance”). Where Nextthink determines during the telephone call that the Customer is reporting an Error and not requiring General Assistance, Nextthink shall inform the Customer, and the Customer must report the Error as set forth in Section 1(A) above.

Section 2. Exceptions to Support Services

Nextthink shall have no obligation to provide Support Services in relation to queries or Errors relating to: (i) the negligence, error or omission of Customer, any Authorized User or any third party; (ii) Customer’s applications, equipment, facilities or technology (or those provided by any third party), including Customer’s connection to the Internet; (iii) interruptions arising from Customer’s or any Authorized User’s use of the Services in an unauthorized or unlawful manner or in breach of this Agreement; (iv) improper or inaccurate specifications or data provided by Customer; or (v) interruptions arising from Customer’s third-party supplier or services provider.

Section 3. Customer’s Obligations

(A) Customer’s Cooperation

Nextthink’s obligations under this Agreement are subject to Customer providing Nextthink with full cooperation (including such information and access to the Services and/or Customer’s systems within its environment) as may be required by Nextthink in order to diagnose and/or troubleshoot any Errors and generally to provide the Support Services. Any delay in responding to information requests or action items submitted by Nextthink or a failure by Customer to cooperate with Nextthink to resolve any open issues may increase or void the time period for the response. Customer shall supplement or modify its operating methods as reasonably required to make effective use of the Support Services.

(B) Designated Contacts

Customer shall designate by written notice to Nextthink a primary and secondary technical contact (including the relevant name, job title, email and telephone number) who shall be the sole interfaces with Nextthink. Customer may replace the designated individuals by providing notice through the Nextthink Support Portal. Failure to provide such notice may result in Customer’s designated individuals being denied access to the Support Services.

(C) Other Responsibilities

In addition to the Customer’s responsibilities as set forth in this Addendum and the Agreement, the Customer will be solely responsible to: (i) notify Supplier immediately of any support or maintenance issues; (ii) train users on use of the Services; (iii) maintain minimally supported client-side software version; (iv) maintain and control the installation, security, connectivity and interoperability, as prescribed by Nextthink, of its client-side software and connectivity to Nextthink systems; and (v) provide, support and maintain the Customer-side delivery of user-IDs.

2. Service Level Standards

1. Service Levels. Subject to the terms and conditions of the Agreement, Nextthink will use commercially reasonable efforts to make the Key Services (as defined below) available for use at least **ninety-nine and one-half percent (99.5%)** of the time as measured over the course of each calendar month during the Term (each such calendar month, a “**Service Period**”), excluding unavailability as a result of any the exceptions listed below (the “**Availability Requirement**”). “**Key Services**” means essential server-side data processing and platform access on Nextthink’s infrastructure, and expressly excludes all functions and use cases on Customer’s infrastructure and/or other systems outside of Nextthink’s infrastructure.

The measurement of the total number of minutes in a Service Period that the Key Services were available shall be carried out by the Nextthink and is based on the monthly average percentage Availability, calculated at the end of each calendar month as the total actual uptime minutes divided by total possible uptime minutes in the month.

2. Service Level Failures and Remedies. In the event of a failure of the Key Services to meet the Availability Requirement in a Service Period with respect to Customer’s use of the Key Services (a “**Service Level Failure**”), Nextthink shall issue a credit to Customer in the amount of **two percent (2%) of the monthly Fees** for the Key Services under the applicable Order (excluding all supplemental Fees) for the for the Service Period in which the Service Level Failure occurred (each a “**Service Credit**”), provided that Nextthink shall have no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within ten (10) days of the Service Level Failure.

Any Service Credit payable to Customer under this Agreement will be issued to Customer and is not transferable or assignable in any way. This Exhibit sets forth Nextthink’s sole obligation and liability and Customer’s sole remedy for any Service Level Failure.

Service Credits have no cash value outside of the payment terms of this Agreement and may not exceed any payments made or owing by Customer. Unless otherwise agreed in writing by the Parties, Service Credits will only be applied against Customer payment obligations paid or owing at the time the Service Credit is established by Nextthink or for later periods if Customer has a continuing commitment period under an Order or SOW. There is no right of set off between the Service Credits in this Agreement and any credits or payments in any other agreement. Unused Service Credits expire 12 months following their date of issuance.

3. Maintenance Periods. Nextthink will use commercially reasonable efforts to: (a) schedule downtime for planned outages for service updates, fixes, improvements, upgrades, backups and maintenance of the Services (together the “**Maintenance Window**”) outside of

local business hours (which scheduled Maintenance Window shall occur during the once-monthly period option selected by Customer and not exceed four (4) hours; and (b) give Customer at least twelve (12) hours prior notice of all newly scheduled outages of the Services, outside of regular maintenance windows (all Company-planned downtime being referred to as “**Scheduled Maintenance**”).

4. Exceptions. Nextthink will not be responsible for any Service Level Failures which relate to: (a) a Customer Matter; (b) failure, interruption, outage, or other problem with any software, hardware, system, network, services, facility, or technology not supplied by Nextthink; (c) Scheduled Maintenance or Emergency Maintenance; (d) Customer’s failure to fulfill its responsibilities and obligations under the Agreement (including, without limitation, this Addendum); (e) disabling, suspension, or termination of the Services under the Agreement; or (f) any other cause not under Nextthink’s reasonable control