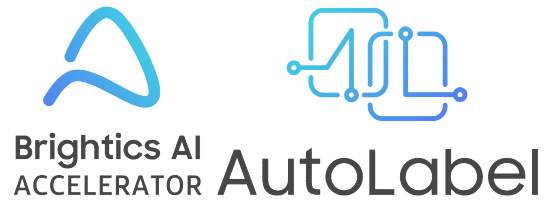


SAMSUNG SDS AMERICA, INC.

100 Challenger Road, 6th FL., Ridgefield Park, NJ 07660

Samsung SDS America, Inc. Brightics AI Accelerator & AutoLabel Support and Maintenance Policy



This policy (“**Policy**”) describes the support and maintenance (collectively, “**Support**”) that we make available for our Brightics AI Accelerator and AutoLabel offerings (“**Offerings**”). Offerings are not eligible for Support unless they are purchased directly from us or one of our authorized resellers (each, a “**Reseller**”), and we will only provide Support to you.

In this Policy, “**you**” and “**your**” refer to the customer that obtained an Offering from us or one of our Resellers for its own use, and “**we**,” “**us**,” and “**our**” refer to Samsung SDS America, Inc.

Capitalized words that are not defined in this Policy have the meanings given to them in the terms and conditions that govern the applicable Offering.

1. Support Levels. We offer two levels of Support, Standard and Premium. You must maintain the same level of Support for all of your active licenses or subscriptions to the same Offering, regardless of version.

1.1. Standard Support. Your purchase of a license or subscription entitles you to receive the Support described in this Section 1.1 (“**Standard Support**”) for the applicable Offering during its Term; provided that you are not in breach of the terms and conditions governing that Offering. Standard Support includes the following features:

Feature	Description
Software Updates	Maintenance Updates
Online Resources ¹	Access to online resources, such as a blog, knowledgebase, training materials, live and on-demand training, Documentation, and other online materials, such as white papers, educational materials, use cases, and helpful practices
Chat Support ²	9:00 a.m. to 5:00 p.m., California time, Monday through Friday, excluding holidays

- 1. Online Support resources may experience limited unavailability, including due to maintenance and other planned downtime.*
- 2. Inquiries and requests received outside of our normal business hours (as noted above) will be deemed to be received on the next business day.*

1.2. Premium Support. Your purchase of a premium Support subscription from us or one of our Resellers entitles you to receive the Support described in this Section 1.2 (“**Premium Support**”) for the applicable Offering during its Term; provided that you are not in breach of the terms and conditions that govern that Offering. Premium Support includes all of the Standard Support features, plus the following:

Feature	Description
Installation Support ¹	Remote assistance with configuration
Premium Support Contact ²	You will have a named single point of contact.

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Feature	Description
Case Allotment	The number of Premium Support hours set forth in your order form.
Chat Support ³	9:00 a.m. to 5:00 p.m., California time, Monday through Friday, excluding holidays
Priority Response Time	You will have access to priority response times based on the severity level (as described in the table below).

1. As provided in the Premium Support Documentation. Installation support is not available for the SaaS version of any Offering.
2. We may update your point of contact from time to time, provided that you will have a named point of contact at all times during the term of your Premium Support.
3. Inquiries and requests received outside of our normal business hours (as noted above) will be deemed to be received on the next business day.

1.3. Case Allotments. You are entitled to use the number of Premium Support hours specified in the Order Form for the applicable Offering (“**Case Allotment**”). Any unused hours in a Case Allotment are automatically forfeited at the end of the applicable Offering’s Term. You are not entitled to a refund for any unused portion of any Case Allotment.

2. Issues and Severity.

2.1. Issues. “**Issue**” means a bug, error, or malfunction in an Offering that prevents the Offering from functioning substantially in accordance with its Documentation.

2.2. Severity Levels. When you report an Issue with an Offering, we will assign a severity level to that Issue based on the information you provide to us. We may reclassify any Issue during the investigation and remediation process, including due to the discovery of additional information or a change in circumstances. We will use commercially reasonable efforts to respond to Support requests as follows:

Severity Level	Definition	Targeted Initial Response Time	
		Standard Support	Premium Support
One - Critical	<ul style="list-style-type: none"> • An Offering is completely inoperable or inaccessible to all users and the situation is resulting in a severe impact to your operations. No workaround is available. • Examples: <ul style="list-style-type: none"> ○ There is a material and imminent risk of data loss or corruption. ○ You cannot provide services to all of your customers, or to your key customers. 	4 business hours	1 business hour
Two - Major	<ul style="list-style-type: none"> • A material feature of an Offering is not functioning as described in its Documentation, or a material feature of an Offering is completely unavailable to a large number of users. The Offering is still 	8 business hours	2 business hours

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Severity Level	Definition	Targeted Initial Response Time	
		Standard Support	Premium Support
	<p>functioning, but in a materially degraded manner. A workaround is not available.</p> <ul style="list-style-type: none"> Examples: <ul style="list-style-type: none"> Use of the Offering can continue, but long-term productivity is severely impacted. There is a high risk of failing to timely meet business milestones as a result of the loss of functionality. 		
Three - Minor	<ul style="list-style-type: none"> A minor feature of an Offering is not functioning in accordance with its Documentation, or a material feature of an Offering is not functioning as described in the Documentation. A workaround is available. Example: <ul style="list-style-type: none"> Users are able to continue using the Offering to perform their work, but it takes longer to perform the same tasks. Resolution may be delivered in a successive release and may require a custom development contract. 	8 business hours	3 business hours
Four – Inquiries and Feedback	<ul style="list-style-type: none"> An Offering is functioning in accordance with its Documentation, or there is a negligible or no impact on the performance or functionality of an Offering. Examples: <ul style="list-style-type: none"> Enhancement requests or requests for cosmetic changes. General requests about the Offering or example notebooks. Resolution may be delivered in a successive release and may require a custom development contract. 	2 business days	2 business days

2.3. Response Times. The response times set forth in the above table are targets. The time required to resolve a Support request will depend on various factors, including: **(a)** Support level; **(b)** the severity level, as defined in the above table; **(c)** the complexity of the Issue; **(d)** your ability to provide data and workflow samples to replicate the Issue; **(e)** your ability to provide detailed information promptly and accurately as requested; **(f)** your ability to perform any required diagnostic tests in a timely manner as requested by us; and **(g)** our ability to recreate the Issue.

3. Your Responsibilities

3.1. Requesting Support.

3.1.1. Our online educational materials, tutorials, and demos are developed and produced in order to help you to independently resolve Issues that may arise with an Offering. When you need to reach out to us, a basic understanding of these materials will help you to more effectively participate in the resolution process. You agree to refer to these materials and use reasonable efforts to internally resolve any questions or Issues prior to requesting Support.

3.1.2. You should submit your Support requests to us via Slack. When requesting Support, you must be ready to provide: **(a)** customer name and account or contract number; **(b)** a reasonably detailed description of the Issue (e.g., whether you are experiencing a system crash, data loss, or security vulnerability), including information sufficient for us to locate and reproduce the Issue; **(c)** the details of your Offering environment, including operating system and version, Offering version, and any recent changes made to the environment; **(d)** a detailed description of the investigation and troubleshooting that you have already performed to attempt to resolve the Issue; **(e)** a reasonable description of the business impact on your organization; **(f)** an outline of the steps required to reproduce the Issue, including all known details; **(g)** the wording or screenshots of all Issue-related error messages, a screenshot of available storage space on the drive on which the Offering is installed, and any applicable system log files; and **(h)** access credentials to allow us to remotely access the Offering for the purpose of providing Support. Each distinct request submitted to our Support team will be assigned a unique case number and a Support engineer.

3.1.3. Once complete information on the service request is received, a Support ticket will be generated and communicated to you in accordance with the table set out in Section 2.2 (Severity Levels). You must provide complete, accurate, and timely information regarding an Issue in order to enable us to provide Support in accordance with this Policy. We are not responsible for your failure to provide complete, accurate, and timely information to us.

3.2. Your Obligations. You shall: **(a)** immediately report any Issue to us using one of our Support channels specified in this Policy; **(b)** follow our procedures when requesting Support; **(c)** ensure that your Offering environment complies with the Documentation; **(d)** permit us to remotely access your environment as required to investigate and remediate any Offering; **(e)** use only supported versions of an Offering, promptly install all Maintenance Updates, and maintain supported versions of any required third-party software; **(f)** fully cooperate with our requests for cooperation and assistance, including by providing us with reasonable access to the appropriate personnel; **(g)** obtain all necessary authorizations and consents for us to provide Support; **(h)** back up all data, files, and information prior to the provision of any Support and installation of any Updates; and **(i)** be kind, courteous, and professional when interacting with our Support team and refrain from any abusive or hostile conduct. In addition, you shall not provide us with access to any of your content, including any Personal Information (other than your Business Contact Information) or other sensitive or regulated information.

3.3. Support Contact. You must make one or more designated support contacts available as required to assist us with the expeditious resolution of your Issues, and any individual that you make available must possess the requisite skills, experience, and knowledge of the Offering, your infrastructure and data, and any other information required to assist us with the resolution of an Issue. Your support contact must be authorized to provide day-to-day consents and approvals on your behalf and to make determinations on your behalf in connection with any Issue or request.

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4. Limitations and Exclusions

4.1. Limitations. We have the sole right to determine, in our reasonable discretion: **(a)** what constitutes an Issue; **(b)** the severity level of an Issue; and **(c)** when an Issue is deemed to be resolved. We are not responsible or liable for any Issue, delay, or failure of performance caused in whole or in part by your failure to perform or meet any of your obligations under the terms and conditions governing the applicable Offering this Policy, or the applicable Documentation. We will use commercially reasonable efforts to replicate and correct any reproducible programming error for an Offering while it is under Support based on the severity level that we assign to the Issue. If an Issue has been corrected in a Maintenance Update, then your Support request will be closed, we will have no obligation to fix the Issue, and you will need to implement the Maintenance Update in order to fix the Issue. We do not guarantee that any Issue will be resolved. This Policy does not require us to make any modifications that are specific to you.

4.2. Exclusions. We have no obligation to provide Support relating to Issues that, in whole or in part, arise out of or result from any of the following: **(a)** your use of an unsupported version of any Offering; **(b)** any operation or use of the Offering other than as specified in its Documentation, including in an operating environment or with a service that does not meet the required specifications set forth in its Documentation; **(c)** any modification, enhancement, addition, or other change to the Offering made by parties other than us; **(d)** any third-party materials, including hardware, software, data, services, and other technologies; **(e)** any negligence, abuse, misapplication, or misuse of the Offering; **(f)** for any on-premises version of an Offering, any failure by you to promptly install any Maintenance Update that we have previously made available to you and that remediates the Issue; **(g)** your failure to perform or meet any of your obligations under the terms and conditions governing the Offering or this Policy; **(h)** any of your systems, services, or networks, or any third-party systems, services or networks; **(i)** any Open Source Component, Trial Subscription, Evaluation Model, or any pre-release or other trial version of an Offering, temporary software module, or any Offering or support for which we do not receive a fee; or **(j)** any force majeure event (including abnormal physical, environmental, or electrical stress).

4.3. Transferability. You may not assign or otherwise transfer your right to receive Support without our prior written consent, which may be conditioned upon your or your transferee's acceptance of additional terms and conditions and may also require the payment of a transfer fee.

5. Maintenance.

5.1. Software Maintenance. For any on-premises version of an Offering, we will make Maintenance Updates (including any updated Documentation) generally available to current licensees of such Offering at no additional charge. You are entitled to receive any Maintenance Update that we make available during the Term of such Offering. If a Maintenance Update includes new or modified features, your download, installation, or use of that Maintenance Update constitutes your agreement to any license terms that may apply. You must promptly install any Maintenance Update within thirty (30) days after it is made available to you.

5.2. SaaS Maintenance. For any SaaS version of an Offering, we will make Maintenance Updates (including any updated Documentation) generally available to current licensees of such Offering at no additional charge. We and our service providers may implement upgrades, apply patches and bug fixes, and perform other maintenance. Except for maintenance that we determine, in our sole discretion, is required to address an actual or imminent emergency, we will use commercially reasonable efforts to provide you with prior notice of any scheduled SaaS maintenance.

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6. **End of Support.** Unless otherwise stated in the terms and conditions governing an Offering, we may end support and maintenance for prior versions of an Offering.