

SUPPORT DATA SHEET: SUPPORT OVERVIEW

1. OVERVIEW

The Product includes Luminance's standard Support as detailed herein and comprising: (i) Product availability and (ii) maintenance services. Capitalised terms not defined but used herein will have the meanings ascribed to them in the MHA. In the event of any conflict between this Support Datasheet and the MHA, this Datasheet will prevail.

2. STANDARD SUPPORT

- A. Ticket Based Support, comprising:
 - i. Telephone
 - ii. Support Hub
- B. Product Maintenance
- C. Service Levels

3. TICKET BASED SUPPORT

A. Support Hub

Luminance will provide Support from its Support personnel from Monday – Friday, 24/5 and at regular intervals throughout the weekends & public holidays. Support requests can be raised and responded to through the Support Hub, accessed via the User Portal. Support Hub will be available in the English language and instructions on how to raise Support tickets are available on request.

B. Telephone Support

Luminance provides telephone assistance from its Support personnel from Monday – Sunday, 24/7. Telephone Support will be available in the English language. Telephone Support can be accessed by contacting any of the below numbers:

- i. UK: +44 (0) 168 963 9737
- ii. US: +1 (929) 490-2023

Contact details are also available on the Support Hub & User Portal.

4. PRODUCT MAINTENANCE

A. Updates

Luminance will deliver regular updates to the Product, for no additional charge. "Update" means new releases of the Product containing error corrections, enhancements, updates which are made commercially available by Luminance as part of maintenance and any corrections and updates to the associated Documentation. Updates are automatically delivered after Luminance has provided reasonable advanced written notice via the Support Hub of Updates which may materially adversely affect functionality.

Luminance has an ongoing maintenance window for the deployment of routine updates recommended to all Customers. This maintenance window will only be used to deploy the latest bug fixes or security Updates and will not contain any new features or changes to functionality. This window may result in a short period of system Downtime, so it will only take place during the hours specified below, outside of Customer's standard business hours.

Maintenance windows, location specific:

- i. United Kingdom/Europe/Africa: 11pm-4am UTC
- ii. Americas: 11pm-4am ETS/EDT
- iii. Asia: 7-11pm UTC
- iv. Australia/New Zealand: 11pm-4am AEST/AEDT

B. Health Checks and System Diagnostics

Luminance will undertake regular health checks to ensure the Product is functioning correctly. The health checks are, at a minimum, collected up to every hour, and include but are not limited to the following types of metrics:

- i. CPU performance
- ii. Memory utilisation
- iii. Network utilisation
- iv. Disc utilisation
- v. Application health
- vi. Application usage metrics

Additionally, for the purposes of Support provided under this Section 4(b):

- i. Luminance or its Affiliates may access and process Customer Data, including Personal Data, solely as necessary to provide Support (including but not limited to running diagnostic tools, diagnosing, troubleshooting, and resolving issues and maintaining the availability, security, and performance of the Product);
- ii. If Luminance requires additional subprocessors for Support, Luminance may engage such subprocessors solely for Support-related purposes. Where practicable, Luminance will provide Customer with thirty (30) days written notice of before such change takes effect. Customer may object to the proposed use of a subprocessor on reasonable and substantiated grounds, relating to the protection of Personal Data, by delivering written notice of its objection to privacy@luminance.com, within fifteen (15) days after receipt of such notice.
- iii. For the avoidance of doubt, any use of subprocessors in connection with Support will be subject to the data protection addendum executed between the Parties. Luminance will enter into a written agreement with each subprocessor that imposes data protection and information security obligations materially and substantially to those set out in such data protection addendum. Subject to the terms of the MHA, Luminance will remain liable to Customer for acts and omissions of each subprocessor, to the extent such subprocessor fails to fulfil its applicable data protection obligations under applicable Data Protection Laws.

C. Error Correction

Luminance will use reasonable endeavours to correct verifiable and reproducible errors based on standard reproducible test case methodology when reported to Luminance by Customer and acknowledged by Luminance. Where a verifiable error exists (i.e. one which constitutes unexpected or deviant code execution from baseline standard), the error correction, when completed, may be provided in the form of a software patch and/or a workaround. Customer acknowledges that not all reported errors may be corrected. Customer may be required to implement temporary procedures or workarounds whilst Luminance works on a permanent solution. Luminance shall have no liability for any loss arising from failure to implement any such temporary procedures.

5. SERVICE LEVELS

A. Availability

Luminance shall make the Products available with an Operational Time of at least 99.5% measured over the course of each calendar month during the Term (each such calendar month, a "Service Period") and excluding Downtime resulting directly or indirectly from any Exception (the "Availability Requirement").

“Operational Time” is calculated as $[(\text{Hours in Month} - \text{Downtime}) / \text{Hours in Month}]$. “Hours in Month” is defined as the total number of hours in any given calendar month.

“Downtime” means any period of time within the Service Period during which Customer is unable to access data on the Products (“Unavailability”), commencing on the receipt by Luminance of Customer's notification of such Unavailability (or when Luminance otherwise becomes aware of such Unavailability, if earlier) and ending when Luminance has substantially restored the affected access or provided a workaround.

B. Exceptions

No period of Downtime, degradation or inoperability of the Product will be included in calculating Operational Time to the extent that such downtime, degradation or inoperability is due to any of the following (“Exceptions”):

- i. Customer's or any of its authorised users' misuse of the Products;
- ii. failures of Customer's or its authorised users' internet connectivity;
- iii. internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Luminance;
- iv. failures that result from Customer's equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within Luminance's direct control);
- v. failures caused by factors outside Luminance's reasonable control, including Force Majeure;
- vi. suspension or termination of Customer's access to the Product; or
- vii. Scheduled Downtime.

C. Service Credits

Luminance will use commercially reasonable efforts to ensure the Operational Time achieves the Availability Requirement for any Service Period (the “Service Commitment”). In the event availability of the Product does not meet the Services Commitment, Service Credits will be available as follows:

I. Subscription Customers

<i>Operational Time</i>	<i>Service Credit</i>
Less than 99.5% but equal to or greater than 97.0%	A credit of 7 days Subscription Fee added to the end of Customer's Subscription Term.
Less than 97.0% but equal to or greater than 95.0%	A credit of 14 days Subscription Fee added to the end of Customer's Subscription Term.
Less than 95.0%	A credit of 30 days Subscription Fee added to the end of Customer's Subscription Term.

II. Non-Subscription Customers

<i>Operational Time</i>	<i>Service Credit</i>
Less than 99.5% but equal to or greater than 97.0%	A credit of 7 days of Services added to the end of the month for which the Downtime occurred.
Less than 97.0% but equal to or greater than 95.0%	A credit of 7 days of Services added to the end of the month for which the Downtime occurred.

Less than 95.0%

A credit of 7 days of Services added to the end of the month for which the Downtime occurred.

With regards non-subscription Customers, the credit value of each days Services shall be equal to the average Live Data daily data upload (over the previous 30 days) for the affected Luminance instance.

To request a Service Credit, Customer must submit a claim to finance@luminance.com within thirty (30) days of the incident occurring. Such claim must:

- i. Include "Service Credit Request" in the subject line; and
- ii. Identify the dates and times of the Downtime Customer is claiming.

If the Downtime of such request is confirmed by Luminance and is less than the Service Commitment, then Luminance will apply the Service Credit, in accordance with the above. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit. Unless otherwise provided in the MHA, this Service Credits sets forth Customer's sole and exclusive remedy, and Luminance's sole and exclusive obligation, for any unavailability, non-performance, or other failure by Luminance to provide the Product.

6. ASSUMPTIONS

A. Customer Responsibilities

Customer shall at all times during the Term: (a) provide Luminance with such access to Customer's instance as is necessary for Luminance to perform Support in accordance with the Availability Requirement and Documentation; and (b) provide Luminance all information necessary for Luminance to deliver timely and professional remote Support, including:

- i. Starting self-tests and/or other diagnostic tools and programs; and
- ii. Performing other reasonable activities to help Luminance identify and resolve the problem.

Luminance will not be responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Datasheet or the Master Hosted Agreement.

B. Duration

The coverage period for Support starts on the Commencement Date specified in the Product Order Form and continues for the period of time specified in the Product Order Form, or if no such time is specified, the duration of the Term. Luminance will only be liable to provide Support Services if the Customer is current with its payment of fees to Luminance.

7. GENERAL

NO ADVICE, ALERT, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM LUMINANCE OR THROUGH OR FROM THE PROVISION OF SUPPORT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN OR IN THE MASTER HOSTED AGREEMENT. LUMINANCE SHALL NOT BE LIABLE FOR ANY ERRORS OR DELAYS IN THE CONTENT OR ALERTS AVAILABLE THROUGH THE SUPPORT SERVICES, OR FOR ANY ACTIONS TAKEN IN RELIANCE THEREON.

Luminance's Support will not be materially amended without at least 60 days' notice to Customer, indicating the specifics of any material changes.

8. ADDITIONAL TERMS RELATED TO ON-PREMISE SUPPORT

A. General

Provision of Support Services requires access via Call Home, through which a Luminance engineer may be required to run diagnostic tools to determine the cause of any issues.

For reported problems, Luminance may be required to access Customer's equipment to facilitate remote problem resolution.

B. Hardware Support for Appliances

Save for racking, data-feeds and third-party products, Luminance provides such parts and/or materials as necessary to maintain Customer's covered hardware product in good operating condition. Upon discovery of any failure of the hardware and/or any component parts, (i) Customer shall notify Luminance immediately in writing; and (ii) on acknowledgement of a failure of the hardware and/or any component parts, Luminance will ship such replacement hardware and/or component part(s) which may be an equivalent or a later revision (the "*Advance Replacement Hardware*"). Luminance will make reasonable endeavours to ship Advance Replacement Hardware within a reasonable period. Customer acknowledges and agrees that transport delays, import and export requirements, and other factors outside of Luminance's control may affect delivery timescales.

Advance Replacement Hardware provided as a replacement may be whole unit replacements, which may be new or functionally equivalent to new in performance and reliability and warranted as new. For components of the hardware that are discontinued, an upgrade path may be required. Luminance will work with Customer to recommend a replacement part.

Luminance may also provide Customer with self-installable parts, to be installed by Customer following written instructions from Luminance. For the avoidance of doubt, Support does not include replacement of end-of-life hardware. Leased appliances should be returned to Luminance (return to base) on termination of the contract (see clause 8(c) of the Support Data Sheet).

C. Return to Base

Customer is responsible for performing the following functions prior to return shipping to Luminance (where applicable for leased appliances):

- i. Perform all steps for self-test and trouble-shooting specified in the operating manual for the Product;
- ii. Provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable);
- iii. Package the failed Luminance product carefully in the original and/or Luminance-provided shipping container, or a shipping container that prevents damage while in transit to Luminance (save for where the Product will be delivered and picked up in person by Luminance); and
- iv. Return all parts originally shipped (including rails, transceivers and power cables).

Luminance shall not be responsible for maintaining or protecting any configuration settings or data found on the returned hardware or component part(s).

Should any of the below occur, Luminance will invoice the Customer. The Customer shall agree to pay the cost of the hardware and/or component parts, as applicable:

- i. Any returned hardware or component parts which are deemed defective;
- ii. Any returned appliance(s) which is deemed missing or any applicable hardware or component parts which are deemed missing; and/or

- iii. If Customer fails to return allegedly defective hardware or any component parts requested by Luminance within the time limit required.

D. Call Home

Provision of Support requires access via a secure Call Home connection between the Product and Luminance's central management servers ("Call Home"). This connection allows for the provision of health checks, remote Support and the deployment of updates to both the application and operation system, including security patches.

The Product will attempt to establish a secure Call Home SSH/TLS channel with the Luminance central management infrastructure. Each installation of the Product will have a unique hostname pre-set in the configuration, resolving to a single Luminance central management IP address. At Luminance's discretion, Support may also be provided using remote diagnosis and Support, onsite service or other service delivery methods, or a combination of them.

Luminance appliances can be configured to connect to Luminance Central Management over a secure and encrypted channel to receive patches and updates. The remote analysis Support may be dependent on the granting of Call Home access for Luminance to be able to interact with the appliance. An appliance operating Call-Home will attempt to establish a secure SSH channel with the Luminance central management infrastructure. Each Luminance installation will have a unique hostname pre-set in the configuration, resolving to a single Luminance central management IP address. To enable Call-Home to function, the appliance must be permitted to contact the Luminance central management IP address over port 443. At Luminance's discretion, Support may also be provided using remote diagnosis and Support, onsite service or other service delivery methods, or a combination of them. For onsite Support, any applicable travel fees will be charged separately per event.