

GRAKN SOFTWARE LICENCE AGREEMENT

This Grakn Software License Agreement ("Agreement") is a legal document between you ("**Licensee**") and Grakn Labs Limited, a private limited company incorporated in England and Wales (Company number 08766237) with its registered office address at 1st Floor Thavies Inn House, 3-4 Holborn Circus London, EC1N 2HA (the "**Licensor**"). It is important that you read this document before using the Grakn-provided software ("Software"). By clicking the "I ACCEPT" button, or by installing, or otherwise using the Software, Services or Support, Licensee agrees to be bound by the terms of this Agreement, including, without limitation, the warranty disclaimers, limitations of liability and termination provisions below. Customer agrees that this Agreement is enforceable like any written agreement negotiated and signed by Customer. If Customer does not agree with the terms and conditions of this Agreement, Customer is not licensed to use the Software and Customer must destroy any downloaded copies of the Software in its possession or control and/or cease all use of the Support and/or Services, as applicable. This Agreement will not apply if Customer has a signed license agreement with Grakn for the Software. This Agreement is effective ("Effective Date") as of the earlier of the date the order form ("Order Form") incorporating this Agreement is signed by both parties or Customer receives the Software, Services or Support as applicable.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this licence.

Core: a Licensee independent processing unit which reads and executes program instructions.

Intellectual Property Rights: all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Licence Fee: the licence fee payable by the Licensee to the Licensor.

Licensed Software: the Licensor's computer program, Grakn KGMS, and any Maintenance Release modification which is acquired by the Licensee during the subsistence of this licence.

Minor Release: a release which corrects faults, adds functionality or otherwise amends or upgrades the Licensed Software, but which does not constitute a New Version.

New Version: any new version of the Licensed Software which from time to time is publicly marketed and offered by the Licensor in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Software Materials: the Licensor's technical release notes or other similar instructions posted by the Licensor on its website that describes the functionality of the Licensed Software and any Maintenance Release

- 1.2 The headings in this licence do not affect its interpretation. Save where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this licence.

- 1.3 Unless the context otherwise requires:

- (a) references to the Licensor and the Licensee include their permitted successors and assigns;

- (b) references to statutory provisions include those statutory provisions as amended or re-enacted; and
 - (c) references to any gender include all genders.
- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this licence and any provision contained in the Schedule or appendices, the provision in the body of this licence shall take precedence.
- 1.5 Words in the singular include the plural and in the plural include the singular.

2. LICENCE & TERM

- 2.1 In consideration of payment of the Licence Fee by the Licensee to the Licensor, the Licensor grants to the Licensee a limited, non-exclusive licence:
- (a) to use the Licensed Software on up to the number of Cores set out in the applicable Order Form for which Customer has purchased valid subscriptions
- 2.2 This Agreement is effective as of the Effective Date and unless as otherwise set forth in an Order Form, this Agreement will continue unless terminated earlier as set forth in this Agreement.
- 2.3 In relation to scope of use:
- (a) the Licensee may not use the Licensed Software other than as specified in clause **Error! Reference source not found.** without the prior written consent of the Licensor and the Licensee acknowledges that additional fees may be payable on any change of use approved by the Licensor.
 - (b) the Licensee may make as many back-up copies of the Licensed Software as may be necessary for its lawful use. The Licensee shall record the number and location of all copies of the Licensed Software and take steps to prevent unauthorised copying.
 - (c) except as stated in clause 2, the Licensee has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Licensed Software in whole or in part except to the extent that any reduction of the Licensed Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Licensed Software with the operation of other software or systems used by the Licensee, unless the Licensor is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Licensee shall request the Licensor to carry out such action or to provide such information (and shall meet the Licensor's reasonable costs in providing that information) before undertaking any such reduction.
- 2.4 In relation to assignment and sub-licensing:
- (a) The Licensee has no right to sub-license or to assign the benefit or burden of this licence in whole or in part, or to allow the Licensed Software to become the subject of any charge, lien or encumbrance without the prior written consent of the Licensor.
 - (b) The Licensor may sub-license, assign, charge or otherwise transfer any of its rights or obligations under this licence, provided it gives written notice to the Licensee of any sub-licence, assignment, charge or other transfer.

- 2.5 The Licensee shall permit the Licensors to inspect and have access to any premises, and to the computer equipment located there, at or on which the Licensed Software is being kept or used, and any records kept pursuant to this licence, for the purposes of ensuring that the Licensee is complying with the terms of this licence, Provided That the Licensors provides reasonable advance notice to the Licensee of such inspections, which shall take place at reasonable times.

3. LICENCE FEES

- 3.1 Licensee agrees to pay Licensors the fees set forth in the applicable Order Form. All sums payable under this licence are exclusive of value added, excise and other taxes and duties of any kind, for which the Licensee shall be responsible.
- 3.2 If the Licensee fails to pay any amount payable by it under this licence, the Licensors shall be entitled (but not obliged) to charge the Licensee interest on the overdue amount, payable by the Licensee forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 10% per annum above the base rate for the time being of Barclays Bank PLC. Such interest shall accrue on a daily basis and be compounded quarterly. The Licensors reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4. MINOR RELEASES

The Licensors is under no obligation to inform the Licensee of any Minor Release or other modifications to the Licensed Software, save by generally announcing such Maintenance Release or changes and making them generally available for download on the terms of the GPL License. Where applicable, the terms and conditions of this licence shall apply to any such Minor Releases and/or other modifications to the Licensed Software made available.

5. WARRANTIES & LIMITS OF LIABILITY

- 5.1 As of the Effective Date, the Licensors warrants that:
- (a) it has the legal right and authority to enter into this license and to perform its obligations under this license;
 - (b) the Licensed Software will perform substantially in accordance with the applicable Software Materials as at the Effective Date; and
 - (c) to the best of the Licensors's knowledge, the Licensed Software does not infringe the intellectual property rights of any third party within the United Kingdom.

SAVE AS EXPRESSLY PROVIDED, ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS LICENCE OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE, NON- INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE AND ACCURACY OF INFORMATIONAL CONTENT. THE LICENSEE ACKNOWLEDGES THAT COMPLEX SOFTWARE IS NEVER WHOLLY FREE FROM DEFECTS, ERRORS AND BUGS, AND ACCORDINGLY THAT THE LICENSOR DOES NOT WARRANT THAT THE USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS IN THE LICENSED SOFTWARE WILL BE CORRECTED.

- 5.2 Without limiting the generality of the foregoing disclaimer, because the Licensed Software is otherwise generally available for anybody (including the Licensee) to examine and test under the terms of the GPL License:
- (a) The Licensor does not warrant that the Licensed Software will conform with any specification(s) of the Licensee, and the Licensee accepts responsibility for the selection of the Licensed Software to achieve its intended results; and
 - (b) the Licensed Software shall be deemed accepted by Licensee immediately upon the Effective Date and there shall be no trial period for Licensee to test and accept the Licensed Software.
- 5.3 Except as expressly stated in clause 5.4:
- (a) the Licensor's liability, whether under this licence or any collateral contract, for loss of or damage to the Licensee's tangible property caused by the negligence of the Licensor, its officers, employees, contractors or agents, shall not exceed £500,000;
 - (b) the Licensor shall have no liability for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: (i) special damage even though the Licensor was aware of the circumstances in which such special damage could arise; (ii) loss of profits; (iii) loss of anticipated savings; (iv) loss of business opportunity; (v) loss of goodwill; or (vi) loss of data;

Provided That this clause 5.3(b) shall not prevent claims for loss of or damage to the Licensee's tangible property that fall within the terms of clause 5.3(a) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 5.3(b);
 - (c) the total liability of the Licensor, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Licence Fee payable in the calendar year in which the loss arises; and
 - (d) the Licensee agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) the Licensor shall have no liability otherwise than pursuant to the express terms of this licence.
- 5.4 The exclusions in clause 5.3 shall apply to the fullest extent permissible at law, but the Licensor does not exclude liability for death or personal injury caused by the negligence of the Licensor, its officers, employees, contractors or agents; for fraud or fraudulent misrepresentation; or for any other liability which may not be excluded by law.
- 5.5 Licensee confirms that that the Licensed Software is not being or will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor for proscribed purposes. Licensee is responsible for complying with any applicable local laws, including its rights to use, modify, reproduce, release, perform, display or disclose the Licensed Software or any documentation, will be subject in all respects to the commercial license rights and restrictions provided in this license.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Licensee acknowledges that all Intellectual Property Rights in and to the Licensed Software and any Maintenance Release, and all Software Materials, belong and shall belong to the Licensor, and the Licensee shall have no rights therein other than the limited right to use it in accordance with the terms of this licence. Any rights in the Licensed Software not granted herein are expressly reserved by the Licensor.
- 6.2 The Licensor undertakes at its own expense to defend the Licensee or, at its option, settle any claim or action brought against the Licensee alleging that the possession, use, development, modification or maintenance of the Licensed Software (or any part thereof) in accordance with the terms of this licence infringes any copyright of a third party registered in the United Kingdom or the European Union ("**Infringement Claim**") and shall be responsible for (a) the amount of any direct damages awarded pursuant to an adverse final judgment issued by a court of competent jurisdiction against the Licensee (after any appeals), or any settlement to which Licensor consents; and (b) the reasonable, direct, out-of-pocket expenses incurred by Licensee in defending the Infringement Claim. Licensee costs and expenses must be verified by auditable receipts. For the avoidance of doubt, this clause 6.2 shall not apply where the Infringement Claim in question is attributable to possession, use, development, modification or maintenance of the Licensed Software (or any part thereof) by the Licensee other than in accordance with the terms of this licence or use of a non-current release of the Licensed Software.
- 6.3 Clause 6.2 is conditional on:
- (a) the Licensee notifying the Licensor in writing, as soon as reasonably practicable, of any Infringement Claim of which it has notice;
 - (b) the Licensee not making any admission as to liability or compromise or agreeing to any settlement of any Infringement Claim without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed; and
 - (c) the Licensor having, at its own expense, the immediate conduct of (including the right to settle) all negotiations and litigation arising from any Infringement Claim and the Licensee giving the Licensor all reasonable cooperation and assistance in connection with those negotiations and such litigation at the Licensor's request and expense.
- 6.4 If any Infringement Claim is made, or in the Licensor's reasonable opinion is likely to be made, against the Licensee, the Licensor may at its sole option and expense:
- (a) procure for the Licensee the right to continue using, developing, modifying or maintaining the Licensed Software (or any part thereof) in accordance with the terms of this licence; or
 - (b) modify the Licensed Software so that it ceases to be infringing; or
 - (c) replace the Licensed Software with non-infringing software; or
 - (d) terminate this licence immediately by notice in writing to the Licensee and refund any of the Licence Fee paid by the Licensee as at the date of termination (less a reasonable sum in respect of the Licensee's use of the Licensed Software to the date of termination) on return of the Licensed Software and all copies thereof,

Provided That if the Licensor modifies or replaces the Licensed Software, the modified or replacement Licensed Software must comply with the warranties contained in clause 5.1 and the Licensee shall have the same rights in respect thereof as it would have had under those

clauses had the references to the Effective Date been references to the date on which such modification or replacement was made.

7. TERMINATION

7.1 Either party may terminate this licence at any time on written notice to the other if the other:

- (a) is in material or persistent breach of any of the terms of this licence (other than a failure by the Licensee to make payment) and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or
- (b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

7.2 The Licensors may terminate this licence immediately by giving written notice to the Licensee if:

- (a) any amount due to be paid by the Licensee to the Licensors under this licence is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Licensors have given to the Licensee at least 10 days' written notice, following the failure to pay, of its intention to terminate this licence in accordance with this clause. Provided That if the Licensors have issued 3 such termination notices, the Licensors shall not be obliged to issue any further notices and may terminate this licence on the grounds set out in (a).

7.3 This licence shall terminate automatically in the circumstances as set out in the Schedule.

7.4 Termination by either party in accordance with the rights contained in this clause 7 shall be without prejudice to any other rights or remedies of that party accrued prior to termination.

7.5 On termination for any reason:

- (a) all rights granted to the Licensee under this licence shall cease;
- (b) the Licensee shall cease all activities authorised by this licence;
- (c) the Licensee shall immediately pay to the Licensors any sums due to the Licensors under this licence; and
- (d) the Licensee shall immediately destroy or return to the Licensors (at the Licensors' option) all copies of the Licensed Software then in its possession, custody or control and, in the case of destruction, certify to the Licensors that it has done so.

8. CONFIDENTIALITY & PUBLICITY

8.1 Each party shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party any, information of a confidential nature (including, without limitation, trade secrets

and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.

- 8.2 The terms of this licence are confidential and may not be disclosed by the Licensee without the prior written consent of the Licensor.
- 8.3 The provisions of clause 8 shall remain in full force and effect notwithstanding termination of this licence for any reason.

9. NOTICES

- 9.1 Any notice required to be given pursuant to this licence shall be in writing, and shall be sent to the other party marked for the attention of the person.
- 9.2 Notices shall be deemed served on or delivered to the intended recipient if properly addressed and:
 - (a) delivered by hand, when it was given or left at the appropriate address;
 - (b) sent by first-class mail; or
 - (c) sent by email Provided That:
 - (i) the notice is the form of an attachment in PDF or JPEG or equivalent non-transitory format
 - (ii) within 24 hours of the email notice a first-class mailed confirmation of a copy is sent.
- 9.3 Correctly (a) addressed notices delivered by hand shall be deemed to have been received instantaneously, when it was given or left at the appropriate address; (b) addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting; and (c) directed emails shall be deemed to have been received instantaneously on transmission, Provided That such email notice are confirmed as set out in clause 9.2(c)(ii).

10. GENERAL

- 10.1 No party shall be liable to the other for any delay or non-performance of its obligations under this licence arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. For the avoidance of doubt, nothing in this clause shall excuse the Licensee from any payment obligations under this licence.
- 10.2 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 10.3 If any provision of this licence is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.
- 10.4 Any amendment, waiver or variation of this licence shall not be binding on the parties unless set out in writing, expressed to amend this licence and signed by or on behalf of each of the parties.

- 10.5 No term of this licence is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this licence.
- 10.6 This licence, the Schedule and the documents annexed as appendices to this licence or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 10.7 Nothing in this license is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 10.8 This license is drafted in the English language. If this license is translated into any other language, the English language text shall prevail. Any notice given under or in connection with this license shall be in the English language. All other documents provided under or in connection with this license shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language text shall prevail unless the document is a constitutional, statutory or other official document.

11. COUNTERPARTS

- 11.1 This license may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document. A copy of a duly executed counterpart shall be equally effective for all purposes. Delivery of a duly executed counterpart of this license by email attachment (in PDF or JPEG or other such legible and non-transitory format) shall be an effective mode of delivery and will be accepted and will be binding on the parties.

12. GOVERNING LAW & JURISDICTION

- 12.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law without giving effect to the laws of conflict.
- 12.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this license, its subject matter or formation (including non-contractual disputes or claims). Any proceeding, suit or action arising out of or in connection with this license ("**Proceedings**") must therefore be brought in the English courts. Each party agrees that this jurisdiction agreement is irrevocable and that it is for the benefit of the other party.
- 12.3 Each party irrevocably waives (and irrevocably agrees not to raise) any objection, on the ground of forum non conveniens or on any other ground, to the taking of Proceedings in any court referred to in this clause. Each party also irrevocably agrees that a judgement against it in Proceedings brought in any jurisdiction referred to in this clause shall be conclusive and binding upon it and may be enforced in any other jurisdiction.

THIS LICENCE has been entered into on the date stated at the beginning of it.

Attachment A

GRAKN TECHNICAL SUPPORT SERVICES

This Technical Support services Attachment A is supplementary to the GRAKN Software Licence Agreement.

The terms and conditions of the License, as supplemented by this Attachment A, apply herein.

Unless otherwise defined or the context expressly requires otherwise, words and expressions used in this Attachment A shall have the meaning given to them in and be interpreted in accordance with the License.

The Technical Support services are to be provided by the Licensor as follows.

1. TECHNICAL SUPPORT SERVICES

1.1 The Licensor will use commercially reasonable efforts to resolve Technical Support incidents notified by the Licensee.

1.2 Technical Support incidents will generally fall into one of the following priority categories:

Priority	Severity Definition
Critical (P1)	Any incident which causes a full production outage involving the Licensed Software
Major (P2)	Any incident which causes high impact to production services or severe impact to non-critical business operations. Usually operations are functional but operating in a degraded state and there is no known way to overcome the impact
Normal (P3)	Any incident which causes moderate impact to business operations. Usually operations are only minimally degraded or fully functional (product usage questions or impact to planned deployments).
Minor (P4)	Any incident which causes low or no impact to business operations. Usually a general inquiry or recommendation for product enhancement.

1.3 A request by the Licensee for a feature that is not included in the current version of the Licensed Software will not constitute a Technical Support incident and will fall outside the scope of the Technical Support services. The supply by the Licensor of any such additional services would be subject to negotiation and contract.

1.4 Technical Support incidents typically require different resolutions depending on a number of factors such as the nature of the incident, the interaction with the Licensee's system and other products, the Licensee's needs, the Severity level, the contracted Technical Support level etc.

1.5 A Technical Support incident will be deemed resolved ("**Incident Resolution**") as follows:

- (a) a workaround has been delivered to the Licensee and accepted by the Licensee as a final solution to the Technical Support incident;

- (b) a solution has been generated in the form of a software Hot Fix that corrects the Technical Support incident; the solution was delivered to the Licensee, successfully installed by the Licensee and deemed a working solution by the Licensee. For these purposes, “**Hot Fix**” means software released to the Licensee as an Incident Resolution that does not have any, or at best very limited, functional testing, system testing, regression testing or any of the other test suites that the Licensor applies as part of normal QA processes. The Licensor may deliver Hot Fix code segments as part of an Incident Resolution if the Licensee agrees to include such code and agrees to build such code. There is no guarantee that the actual Hot Fix deliverable will be incorporated into any future Licensor software release; Hot Fixes may be included in subsequent software releases at the sole discretion of the Licensor. The intent with a Hot Fix is to deliver an Incident Resolution to the Licensee as quickly as possible. Because Hot Fixes have no or very limited testing, until such time (if any) that a Hot Fix is included in a Maintenance Release (as defined in the licence) or New Version (as defined in the licence):
 - (i) the Licensee's use of a Hot Fix is at its sole discretion and risk; and
 - (ii) notwithstanding any other term of this Agreement, the Licensor accepts absolutely no liability of any kind for the Licensee's use of a Hot Fix.
- (c) the Licensor informs the Licensee that the Licensed Software does not cause the problem and the root cause is elsewhere;
- (d) the Licensor informs the Licensee that the Licensed Software conforms to its specifications and need not be changed;
- (e) the Licensed Software behaves according to specifications and will not be changed and the problem exists in the Licensed Software documentation and the solution to the Technical Support incident is to clarify and/or modify the Licensed Software documentation in a subsequent documentation release;
- (f) the Licensed Software conforms to its specifications and the Licensor decides that the Technical Support incident will be treated as a request for a new feature, new functionality or enhancement to the Licensed Software;
- (g) the Technical Support incident has occurred once only and the Licensor informs the Licensee that after applying reasonable time and resources to the Technical Support incident, it has not been possible to reproduce the Technical Support incident;
- (h) the Licensor informs the Licensee that it is not economically feasible for the Licensee to apply the resources needed for the redesign, architecture and implementation of the Licensed Software to correct the problem, and the Licensor will use commercially reasonable efforts to correct the Technical Support incident in a future release of the Licensed Software when it has been deemed economically feasible to do so.

1.6 While the Licensor will use commercially reasonable efforts to resolve Technical Support incidents, the Licensee acknowledges that not all Technical Support incidents will be capable of resolution, or will be resolved, and that the Licensor does not warrant that the Technical Support services (or any other or additional services) will result in a resolution, or that errors in the licensed software will be corrected, or that the Technical Support services (or any other or additional services) will cause the Licensed Software to operate without interruption or error. All and any other conditions or warranties (express or implied including conditions or warranties implied by statute or otherwise) relating to the Technical Support services (or any other or additional services) are excluded to the extent permissible by law.

2. TECHNICAL SUPPORT ADMINISTRATION

- 2.1 The Licensee initiates a Technical Support incident request by submitting a request through the support portal located at this URL: <https://work.grakn.ai/helpdesk/> The Licensee will be notified if there are any changes to this process.
- 2.2 Thereafter the Technical Support incident will be managed (including by escalation to the next level as deemed necessary by the Licensor to persons in successively more responsible or qualified positions to provide the answer or assistance desired) until Incident Resolution is achieved. Escalation should be initiated by contacting the below:

Position:	Technical Support Engineer
Email address:	support@grakn.ai
Direct phone numbers:	+44 20 7700 5888

- 2.3 The Licensor's response time and the rate of Technical Support escalation will vary depending on:
- (a) the Technical Support level purchased by the Licensee as set out in Schedule 1;
and
 - (b) the Severity Level of the Technical Support incident as set out in Schedule 2.

3. PERIOD & TERMINATION

- 3.1 The Technical Support services will be provided during the term of the Licence.

4. CHANGES TO THE TECHNICAL SUPPORT SERVICES

The Licensor reserves the right to make changes to any of the Technical Support Services to comply with applicable law and/or as considered reasonable by it for administrative purposes or for delivery efficiency. The Licensee will be notified in writing of any change as soon as possible and in any event within one month of the change.

ATTACHMENT A - SCHEDULE 1

TECHNICAL SUPPORT LEVEL & RESPONSE

1 SUPPORT LEVELS

Service	Support
Documentation & FAQ	Yes
Number of Critical incidents per year	10
Number of Major/Moderate/Minor incidents	Unlimited
Web Access	Yes
Email Access	Yes
Phone Access	Yes
Number of Support Contacts	4

2 INITIAL RESPONSE TIMES

Priority Level	Initial Response Time
Critical (P1)	2 hours and during Business Hours
Major (P2)	4 hours and during Business Hours
Normal (P3)	12 hours and during Business Hours
Minor (P4)	48 hours and during Business Hours

In this Schedule:

“Business Hours” means if the Licensee is based in:

- North & South America: 9:00 a.m. - 8:00 p.m. Eastern time, Mon-Fri
- Europe, Asia, & elsewhere: 7:00 a.m. - 5:00 p.m. GMT, Mon-Fri

“Initial Response Time” means the time taken from when the Licensee files the initial Technical Support request to the Licensor until a Licensor technical support person has been assigned to the Technical Support incident and that assignment has been communicated back to the Licensee.

“Support Contact” is a single individual, nominated by the Licensee in advance, who is authorised to contact the Licensor to make use of Technical Support services. The nominated Support Contacts may be changed by notifying the Licensor from time to time.

ATTACHMENT A - SCHEDULE 2

SEVERITY LEVELS

Severity Level	Working Hours	Effort	Status Updates
Critical	24x7	The Licensor will work continually until either: <ul style="list-style-type: none">• the Technical Support incident has been resolved; or• the Severity of the Technical Support incident has been downgraded to Major or lower in consultation with the Licensee.	On change of state but no less than every 8 hours. The Licensor will in consultation with the Licensee within the first 8 hrs after the initial filing of the Technical Support incident create an Action Plan together with the Licensee if <ul style="list-style-type: none">• the Technical Support incident has been resolved; or• the Severity of the Technical Support incident has been downgraded to Major or lower in consultation with the Licensee
Major	Business Hours	The Licensor will work during Business Hours until: <ul style="list-style-type: none">• the Technical Support incident has been resolved; or• an Incident Resolution for the issue has been released to the Licensee; or• the Severity of the Technical Support incident has been downgraded to Severity level 3 or lower in consultation with the Licensee.	On change of state or daily at minimum.
Moderate / Minor	Business Hours	The Licensor will work during Business Hours until: <ul style="list-style-type: none">• the Technical Support incident has been resolved; or• an Incident Resolution for the issue has been released to the Licensee.	On change of state.

In this Schedule:

“**Action Plan**” means an action plan describes the initial incident statement, a clear definition of the Technical Support incident, and all activities, goals, actions, processes, time frames and responsible individuals needed from both parties to bring the Technical Support incident to closure.

“Business Hours” means if the Licensee is based in:

North & South America: 9:00 a.m. - 8:00 p.m. Eastern time, Mon-Fri

Europe, Asia, & elsewhere: 7:00 a.m. - 5:00 p.m. GMT, Mon-Fri