optimajet

# Customer Support Agreement

Commercial licenses

ISSUED BY

Optimajet Limited

PUBLISHED AT

workflowengine.io/agreements/csa/

VERSION

2.1, effective 11 November 2026

SUPERSEDES

Version 2.0 of 5 November 2026

THIS COPY

Revision 2.1 · 11 November 2026

HISTORY

Version history

CONTENTS


Summary
Commercial Support Agreement
1. Scope
2. Fees
3. Term
4. Termination
5. Covered Software Versions
6. End-of-Service Date
7. Support Services
7.1 Service Levels (SLA)
7.2. Repeated Response-Time Failures
8. Exclusions
9. Subscriber's Responsibilities
10. Confidential Information
11. Limited Warranty
12. Limited Liability
13. General Provisions

**Version 2.1, effective as of 11 November 2026.**

## Summary

This Summary explains our support options and your support plan, where applicable. “We,” “us,” and “our” mean Optimajet Limited; “you” and “your” mean the Subscriber. The cited sections set out the terms and govern if this Summary differs from them.

**Quick links:** Service Levels (SLA) | Repeated response-time failures | Full agreement.

1. **Which support option applies.** Section 7.1 compares Trial and POC, Support, Premium Support, Premium Plus Support, and a standalone Consulting session. This agreement governs the three support plans, whether separately purchased or expressly included in a license purchase. Your purchase identifies the covered Products, plan, price, and term. A Product’s own EULA and any separate support agreement remain applicable as stated in Section 1. Included standard Support follows its license purchase, including the published two- or twelve-month periods where offered; it does not require a separate annual purchase. Trial/POC is initially free for thirty days, with up to two agreed free thirty-day extensions; its service terms are in Section 7.1. A standalone session follows its accepted booking terms. Neither alone purchases a support plan or accepts the rest of this agreement. Training and services outside the plan require separate agreement; support directly for your end users is excluded (Sections 1, 2, 3, 7 D, 7.1, 8, and 13).
2. **How to reach us.** Support uses email at support@optimajet.com. Premium Support and Premium Plus Support include a dedicated ticketing workspace with individual user accounts; email remains available. Premium Plus also includes phone and Google Meet. Support is available in English through the channels included in your plan; we may separately agree on another language. For a support plan or Trial/POC, we provide a ticket number or accessible link, and our support team handles the request. Premium and Premium Plus also include assignment of a specific support specialist, with the assignment updated when that person changes. Email requests are recorded as tickets; the questions determine the incident count. For a support plan, if questions from one submission are counted separately, we identify them and briefly explain their separation in the correspondence. Your agreement is not required, and the existing response times continue to apply (Sections 7 A and B, and 7.1).
3. **A copy of your support history.** Premium and Premium Plus include one copy of your retained support history when you end or downgrade the plan. It covers incident records, correspondence, and attachments you are or were entitled to access under the plan. You may request it in writing during your paid term or as part of ending or downgrading the plan. We supply records in a commonly used machine-readable format and files in their retained formats, without an additional fee or using incidents or development hours. A requested copy remains due after the plan ends; renewal is not required. The right to a copy alone does not require additional storage or ongoing workspace access; the separate read-only history right also applies (Sections 4 and 7 B).
4. **When we answer.** Within the weekly allowance, the first new incidents in order of receipt receive a substantive response by 19:00 Istanbul time (Europe/Istanbul) on the first Support Day after the local calendar date when we receive them (Premium and Premium Plus), or on the second (Support and Trial/POC). Support Days are Monday through Friday, except January 1; other public or local holidays do not extend this deadline. The same calendar applies wherever this agreement uses business days. An acknowledgment alone does not satisfy it. We answer incidents beyond the allowance without a committed response time. Support continues after the first response, without the same promised interval for every message. Response time is not resolution time. A Consulting session follows its agreed appointment, rather than a weekly ticket-response allowance (Section 7.1).
5. **Development tasks and our corrections.** Before included development begins, we agree on the task, scope, and deduction basis in writing. Actual time with an agreed estimate and maximum applies unless we expressly agree on a fixed deduction for a defined task or stage before work begins. For unchanged

scope and proper performance, that fixed deduction stays the same whether we work faster or slower; its basis, timing, and treatment of partial work or cancellation must be agreed in advance. The rest of your included balance keeps its existing unit. New tasks use the balance after hours already committed to accepted work; a reservation is not a deduction. An estimate alone does not guarantee a result; expressly agreed results and dates remain binding. We correct our failure to meet the agreed task or quality warranty at our expense, without using your task limit or included hours. New requirements need further agreement (Sections 7 G and 11).

6. **Unused hours and accepted work.** Included hours do not automatically carry over after the annual term. A carryover requires a signed agreement. Work we have already accepted keeps its agreed terms; expiration does not erase our responsibility for a breach (Section 7 B).
7. **Returning after a break.** You may buy a new year of separately purchased Support at the then-current annual Fee, paid in full before it begins, without paying for the break or a reinstatement fee. This does not renew your license or update rights (Sections 2 and 7 F).
8. **Your license, versions, and fixes.** For each covered Product, you need current rights to receive updates throughout a paid support plan, whether bought separately or included with your license, in every license edition, including Workflow Engine Team. Updates included in an active subscription satisfy this requirement; immediate installation of every new release is not required. Existing purchase terms are preserved under Section 3, and an individual agreement may prevail under Section 13. Obligations that remain due after the plan ends continue under Section 4. Buying or ending support does not change your licensed versions or the independent warranty, defect-correction, and security obligations under your EULA. Those obligations do not require paid support or use its incident allowance; an EULA report does not itself receive the paid response time. Support services remain subject to the covered-version limits. While we offer new licenses of a Product, or on the day that offer ends, the next qualifying functional release starts the one-year countdown to the previous release's End-of-Service (EOS) date, calculated from the day before the next release. Stopping the offer of new licenses of the whole Product does not restart that countdown. For a release already issued with no successor on that date, EOS is one year after that date and is not restarted by a later release. When we announce that new Product licenses will cease, we also email the announcement to the designated contacts of paid support plans covering that Product. Stopping new sales does not itself cut off previously purchased Support immediately; it continues within the paid term, applicable EOS, and other plan conditions. Continued sales do not extend an old release's EOS or revive an expired release. Any support for a release first issued after we stop offering new Product licenses follows its applicable agreement; neither an additional year nor an EOS before its own issue date follows automatically. A change to these legal terms requires a signed agreement under Section 13 (Sections 1, 5, 6, 7 E and F, and 11).
9. **Security commitments in Premium and Premium Plus.** For covered Products, both plans include commercially reasonable efforts to release a correction or documented mitigation within thirty days after confirmation for vulnerabilities we rate Critical, or ninety days for High. We send security advisories to support contacts and notify them within five business days after confirming that a compromise of our build or distribution systems affected a released version. The EULA's independent notice obligations continue to apply (Sections 1 and 7.1).
10. **Blocking defects and classifications.** We give further work on a confirmed defect in a covered Product that blocks production or a critical production process without a reasonable workaround priority over ordinary consultations. We record the classification of a reported blocking production issue and a brief reason, and explain changes. For other requests under your plan, we also explain a classification that changes your requested treatment or our previously communicated treatment under the incident allowance, priority, or handling of Support. That classification may be provisional. Your plan's response times and allowances remain as stated in Section 7.1. A confirmed Product defect subject to the independent correction obligations, or another corrected classification, releases a place that should not have been consumed. We correct the affected week's allocation in the original order of receipt and preserve the first-response deadlines that should have applied, subject to the terms governing each

incident. Separate consultation remains countable. You may request a support manager's review of an incident classification and receive a written explanation. Classification explanations and reviews do not consume a separate incident or included development hours (Sections 7 C and 7.1).

11. **Ending support and refunds.** Either party may terminate an affected plan for the other's material breach. For a breach that can be remedied, the other party has thirty calendar days after receipt of written notice to remedy it. Separately purchased Support also has an additional procedure for repeated failures of committed first-response times, requiring at least five eligible incidents and more than 20% attributable late responses in each of a calendar quarter and a ninety-day repeat period, a request for review and corrective action, and timely written notices and a thirty-day opportunity to remedy. If you terminate separately purchased Support under Section 4 for our material breach or under Section 7.2, we refund the net price of the unused prepaid remainder, calculated by calendar days, within thirty calendar days after termination takes effect. Past time is not refunded merely because you did not request support. Ending Support does not itself end your software license or cancel obligations that already arose (Sections 4, 7.2, and 12).
12. **Your information and agreed protections.** Ordinary confidential information under Section 10 is protected during the paid plan, including uninterrupted renewals, and for three years after it finally ends; later disclosures to perform remaining obligations are protected for three years after disclosure. Trade secrets remain protected while they remain trade secrets, and independent EULA protections, including those for source code and your confidential information, continue on their own terms. These periods do not extend retention or delay required deletion or notices. Either party may share confidential support materials with its external legal advisers and independent auditors who need them for advice or an audit connected with this agreement and are bound by confidentiality, subject to the EULA and the other restrictions in Section 10. This does not create a right to additional information, access, or audit assistance from the other party. Liability limits and exceptions are set out in Section 12. Hong Kong law and the dispute procedure apply with the exceptions in Section 13. A new published version does not change an existing paid term. Special requirements can be agreed in a signed addendum for the matters it covers (Sections 3, 10, 12, and 13).
13. **Using corporate AI tools.** You may internally process our confidential support materials for covered Products through corporate AI tools under your control if their terms and settings meet Section 10. Neither you nor the provider may train or fine-tune models on those materials. A provider must be bound by confidentiality and may process and store them only for your requested service, without using or retaining them for its own purposes. You must ensure the required settings and access controls. Your rights in your own materials and AI coding assistants expressly permitted by the EULA remain as stated there; other applicable protections continue (Section 10).
14. **Keeping access to old support tickets.** Your permitted Premium or Premium Plus support history and attachments are retained throughout paid support for the same covered Products, including the Support plan, and for one year after that paid support ends. After the upper plan ends or is downgraded, access continues read-only. A renewed, replacement, or further paid term that starts before history access expires extends that period; a new purchase is not required for the year after support ends. Retention and access are included without extra fees or using incidents or development hours. Specific deletion, security, and license restrictions still apply. This adds to your right to a copy and does not renew support or license rights (Sections 4 and 7 B).

---

## Commercial Support Agreement

Optimajet Limited ("OPTIMAJET"), a company incorporated in Hong Kong (business registration number 73907229, registered office at Unit 1603, 16th Floor, The L. Plaza, 367 - 375 Queen's Road Central, Sheung Wan, Hong Kong), offers the Support, Premium Support, and Premium Plus Support plans for support and maintenance services ("Support") under this Commercial Support Agreement (the "Support Agreement") to

customers that hold a valid commercial software license from OPTIMAJET (“Customers”). A “Product” is OPTIMAJET software covered by that license and by the support purchase or the license purchase expressly including Support. A Customer that obtains such a plan separately or through that inclusion is a “Subscriber.” The “EULA” is the end-user license agreement governing that Product under the Subscriber’s license. A “business day” or “Support Day” is any Monday through Friday except January 1, as set out in Section 7.1. Trial/POC and standalone Consulting sessions are distinguished in Sections 1 and 7.1.

By purchasing Support separately or a license expressly including Support, the Customer accepts this Support Agreement for that Support, subject to Section 13 and any applicable requirements for acceptance by a public body.

---

## 1. Scope

OPTIMAJET provides Support for the plan and Products identified in its invoice or other record of purchase, on the terms of this Support Agreement. A support purchase does not cover other Products merely because the Subscriber also licenses them.

The governing EULA and accepted purchase identify which support agreement applies. Where a Product’s EULA identifies a different support agreement, that agreement and the support entitlements stated in that EULA continue to apply unless the parties expressly agree otherwise in the manner that EULA requires. Form Engine has its own EULA and Commercial Support Agreement. A matching plan name or a purchase of another OPTIMAJET Product does not by itself apply the options or entitlements in Section 7.1 to that Product.

Support expressly included in a commercial license purchase is governed by this Support Agreement for its included plan and period, without a separate annual support purchase. The applicable license offer and accepted purchase identify that entitlement. Documentation and community discussions alone do not include a ticket-response commitment.

Subject to the purchase terms preserved under Section 3 and any prevailing individual agreement under Section 13, the Subscriber must hold current rights to receive updates for each covered Product throughout the applicable purchased or included Support term. This applies to every license edition, including Workflow Engine Team, and to the Support, Premium Support, and Premium Plus Support plans, whether separately purchased or expressly included in a license purchase. Updates included in an active subscription satisfy this requirement. The EULA and the license purchase determine how update rights are obtained or renewed; the support Fee does not include that purchase or renewal unless expressly included in the accepted purchase. Buying, renewing, or resuming Support does not itself renew or extend update rights. This requirement concerns the right to receive updates, rather than immediate installation of every new release. Support for an installed version remains subject to Sections 5, 6, 7 E, and 8. This requirement does not alter obligations that remain due after the plan ends under Section 4. The independent obligations described below continue to apply.

Section 7.1 also states the service terms for free Trial/POC support and describes standalone Consulting sessions. A Trial/POC request or a standalone session booking does not by itself make the requester a Subscriber or apply the rest of this Support Agreement, including its annual fees, termination procedure, or liability limits, to that service. Trial/POC support accompanies the applicable evaluation license and agreed POC scope; a commercial license purchase is not required for it. A standalone session is provided under the booking terms accepted for that session or another agreement for it. Neither option alone creates or extends the copy or read-only history rights in Section 7 B. The comparison does not offer every option for every Product; the applicable evaluation offer or accepted purchase identifies the covered software and services.

This Support Agreement governs purchased Support. It does not limit the warranty, defect correction, security notices, or other obligations that OPTIMAJET owes independently under the EULA or mandatory law. Those obligations do not require the purchase of Support and are not subject to the incident allowance in Section 7.1. Reporting a matter under the EULA does not by itself give it the response time of a paid support plan.

## 2. Fees

Separately purchased Support is purchased annually, or for another term agreed in writing with OPTIMAJET, by paying the applicable support fee specified by OPTIMAJET (the “Fee”). The Fee for the initial term is payable before Support begins. The Fee for an uninterrupted renewal that the Subscriber purchases is payable no later than the last day of the previous term. Support expressly included in a license purchase follows that purchase’s payment terms; this Section does not require an additional annual Fee or allocate a separate price to that inclusion.

After a break in separately purchased Support, the Subscriber may purchase a new term of twelve (12) months at the then-current annual Fee confirmed in OPTIMAJET’s accepted quote, invoice, or other record of purchase. That Fee is payable in full before the new term begins. The new term starts on the agreed date stated in that purchase record, which may not precede OPTIMAJET’s receipt of payment of the Fee in full. No Fee is charged for a period for which the Subscriber did not purchase Support, and no reinstatement fee applies. Amounts due for Support that the Subscriber already purchased remain payable.

This resumption rule applies to separately purchased Support. It does not renew or extend a software license, its update period, or source code access, or change the prices or terms for those purchases under the EULA. Sections 1, 5, 6, and 7 continue to determine the scope of Support. Subscribers purchasing additional Products during a paid term must pay any additional Fees for their Support before receiving it.

## 3. Term

The paid term begins on the start date and ends on the end date stated in OPTIMAJET’s invoice or other record of purchase, unless this Support Agreement is terminated earlier under Section 4. For included Support, its period and start follow the governing license purchase, as described in Section 7.1; it does not become a separately purchased annual plan when that period ends. A new separately purchased term requires payment of the Fee for that term. Nothing renews automatically unless the Subscriber chose automatic renewal at purchase. For an automatic renewal, OPTIMAJET will give a reminder at least thirty (30) days before the renewal date, and the Subscriber may cancel that renewal until that date.

The version of this Support Agreement in force when a support plan is purchased governs that plan until its renewal. Publishing a new version does not change an existing paid term. A signed agreement that specifies a version continues to govern as that agreement provides. The transition rule in Section 7.1 also applies.

## 4. Termination

Either party may terminate an affected support plan by giving the other party written notice that identifies the affected plan, describes a material breach of this Support Agreement by that other party affecting the plan, and states the intention to terminate that plan. For a breach capable of remedy, the notice must request that the breach be remedied, and termination takes effect only if the breach remains unremedied thirty (30) calendar days after the other party receives the notice, and no earlier than the end of that period. For a

material breach incapable of remedy, termination may take effect on receipt of the notice or on a later date stated in it. A breach is not incapable of remedy merely because an original performance deadline has passed, if its material effects can still be remedied.

The Subscriber may also terminate a separately purchased support plan under Section 7.2.

If the Subscriber's software license for a Product terminates under the EULA, Support for that Product ends with it. Expiration of a paid support term without a paid renewal ends the right to that purchased Support under Section 3; the remedy period above does not extend the paid term or require Support to begin before the applicable Fee is paid under Section 2.

If the Subscriber terminates a separately purchased support plan under the first paragraph of this Section because of OPTIMAJET's material breach, or under Section 7.2, OPTIMAJET will refund the net price paid in advance for the unused portion of that plan. For each prepaid term of the plan, the refund is the net price under Section 12 for that term multiplied by the number of calendar days in that term on or after the effective date of termination, divided by the total number of calendar days in that term. OPTIMAJET will pay the refund to the person who paid OPTIMAJET for the plan within thirty (30) calendar days after termination takes effect. Any amount already refunded or otherwise recovered for the same unused portion is deducted to prevent double recovery. The absence of support requests before termination does not make an elapsed part of the paid term unused. This paragraph does not limit any other remedy under this Support Agreement, the EULA, mandatory law, or an individual agreement that prevails under Section 13.

After a plan ends, OPTIMAJET has no obligation to continue providing Support under that plan, except for work that remains due after expiration of an annual term under Section 7 B, a copy of support records or read-only history access due under Section 7 B, or obligations that accrued before the plan ended, including security commitments under Section 7.1. Ending Support does not itself terminate a software license or limit the independent obligations described in Section 1. It does not affect rights or liabilities that accrued before it ended. The remedy period above does not create a commitment to resolve a Product issue within thirty (30) days or change the distinction between response time and resolution time in Section 7.1.

## 5. Covered Software Versions

Support for a covered Product is provided for releases that have not passed their End-of-Service date under Section 6, within the scope and paid term of the purchase and subject to the other conditions of this Support Agreement. Continuing to offer new licenses of a Product does not extend an earlier release's End-of-Service date. Stopping the offer of new licenses of a Product does not by itself end previously purchased Support on that date; the purchased Support remains subject to the applicable End-of-Service date, paid term, and other conditions. These limits are subject to the purchase terms preserved under Section 3 and any prevailing individual agreement under Section 13. Stopping the offer of new licenses does not require OPTIMAJET to offer a new support plan or renewal for that Product, extend a paid term without payment, or restore Support for a release whose End-of-Service date has already passed.

If the third-party providers of any software, software framework, platform or operating system that is not included in or with any Product cease to provide support for a specific version of that software, OPTIMAJET will no longer be obligated under this Support Agreement to provide Support for the Product in conjunction with that version. These limits concern the Support services purchased under this Support Agreement; they do not end a perpetual license or limit the independent obligations described in Section 1. Obligations that remain due after a plan ends continue under Section 4.

## 6. End-of-Service Date

Upon issuing a new release of a Product (a version that contains additional functionality or new features, and is represented by a change in the initial digits of the version number to the left or the right of the first decimal point), OPTIMAJET will no longer issue enhancements for previous releases, nor sell previous releases, of that Product, except to Customers with a current Support Agreement. If a problem arises with a previous release, OPTIMAJET may, at its sole discretion, either (1) recommend a workaround, (2) issue a patch for the previous release, or (3) recommend the Customer upgrade to the current release.

The following rules determine the "End-of-Service date" for a release, except for a release first issued after the discontinuance described below:

- (a) When the next release described in the first sentence of this Section is issued, if OPTIMAJET has not stopped offering new licenses of the Product as a whole before that date, the End-of-Service date for the previous release is the day before that next release is issued, plus one (1) year. This includes a next release issued on the date the offer of new licenses ceases.
- (b) When OPTIMAJET stops offering new licenses of the Product as a whole, the End-of-Service date for a release already issued by that date for which no such next release has been issued by that date is the date that offer ceases, plus one (1) year.

A date determined under (a) or (b) is not restarted or extended by stopping the offer of new licenses or issuing a later release. A release whose End-of-Service date has passed does not return to Support because new licenses of the Product cease. These rules are subject to Section 5, the purchase terms preserved under Section 3, and any prevailing individual agreement under Section 13.

For these rules, discontinuance means the actual cessation of offering new licenses of the relevant Product as a whole. It does not mean the earlier announcement of that cessation or the stopping of sales of a previous release when a new release is issued. The EULA's requirements concerning discontinuance and notice remain applicable on their own terms.

When OPTIMAJET announces that it will stop offering new licenses of a covered Product as a whole, it will also send that announcement by email to the designated support contact of each Subscriber whose paid Support then covers that Product. The announcement and email do not change the End-of-Service dates or the other conditions in Sections 5 and 6.

The rules above do not determine the End-of-Service date of a release first issued after that discontinuance. Any Support for such a release and any applicable End-of-Service date are governed by the applicable agreement for its provision. Any change to the legal terms of this Support Agreement requires an agreement under Section 13; an invoice alone does not make that change. Such a release does not automatically receive an additional year of Support or an End-of-Service date before its own issue date. This paragraph does not reduce previously acquired rights or the independent obligations described in Section 1.

## 7. Support Services

A. Technical Support Contact. The Subscriber will provide OPTIMAJET with a designated contact email address for management of its support plan. Available support channels depend on the purchased plan as stated in Section 7 B. Except for classification reviews under Section 7 C, each question in an email or a ticket counts as one support incident, and an email or a ticket containing several questions counts as several incidents. For Premium Plus Support, OPTIMAJET may apply this counting rule more flexibly. Requests received at support@optimajet.com are recorded as support tickets. A ticket records a request and its correspondence; the number of incidents is determined by the questions under this paragraph, not by the number of ticket records. Recording an email as a ticket does not create an additional incident.

Further messages concerning the same independent question or problem do not constitute a new support incident merely because they are sent separately, create another ticket record, reopen the incident, or arrive in a later week. A new independent technical question or problem constitutes a separate support incident even if raised in an existing ticket. This paragraph does not extend a paid support term or change Sections 1, 4, 7 C, or 7.1.

When OPTIMAJET treats independent questions in one submission as separate support incidents under a plan governed by this Support Agreement, it will identify those questions and briefly explain their separate treatment in the ticket or email correspondence as it separates them for handling. The Subscriber's agreement is not required. This administrative explanation does not consume an additional incident or included custom-development hours. Receipt, counting, allocation, and response times remain governed by Sections 7 A and 7.1. The explanation neither replaces nor adds a condition to the first substantive response required by Section 7.1, and the obligation to give it remains due if such a response has already been given. A disputed separation may be reviewed under Section 7 C.

B. Support Incidents. Under the Support plan, support tickets are handled by email at support@optimajet.com. Premium Support and Premium Plus Support include a dedicated customer workspace in OPTIMAJET's ticket system, with individual user accounts for the Subscriber's designated support contacts. Requests and written confirmations may be submitted through that workspace. Email remains available under both plans, and Premium Plus Support also provides phone and Google Meet channels. Section 7.1 sets out the support options and the Service Levels applicable to each. The plan and covered Products are identified in OPTIMAJET's invoice or other record of purchase.

Support under a plan governed by this Support Agreement is available in English through each channel included in that plan. The parties may separately agree on another language for the relevant Support. This language provision does not add a channel to the plan or include a separate translation or Product or documentation localization service.

Premium Support and Premium Plus Support include one copy of the Subscriber's retained support-incident records in connection with ending or downgrading that plan, on a written request made during its paid term or as part of ending or downgrading it. OPTIMAJET will provide retained incident descriptions, correspondence, and attachments that the Subscriber is or was entitled to access under that plan, with the records in a commonly used machine-readable format and the files in their retained formats, linked to the relevant incidents. Ending or downgrading the plan, or withdrawing or reducing workspace access for that reason, does not remove retained material from that scope. This administrative transfer is included at no additional charge and does not consume a support incident or included custom-development hours. A copy requested under this paragraph remains due after the plan ends and does not require renewal for its completion.

The copy is limited to the retained material described above and excludes internal notes and material restricted to others. The right to a copy alone does not require additional retention or recovery of deleted records, ongoing workspace access, migration, or custom reporting; it does not reduce the separate read-only history right below. It does not permit records to be deleted to avoid fulfilling the request or reduce any obligation to retain, protect, or delete information under the EULA, mandatory law, or an individual agreement under Section 13.

Premium Support and Premium Plus Support include retention of the Subscriber's support-incident records from that plan, including associated correspondence and attachments, that the Subscriber is or was entitled to access. After such a plan ends or is downgraded, OPTIMAJET will continue to retain those materials and provide the Subscriber with read-only access to them. The records and files must be accessible through the ticketing workspace or an equivalent secure online interface; internal notes and material restricted to others are excluded. For records relating to a covered Product, these obligations continue throughout the same Subscriber's paid Support for that Product, including the Support plan, and for one (1) year after that paid Support ends. If a renewal, replacement paid plan, or further paid term of Support for the same Subscriber

and covered Products begins before the then-current history-access period ends, that period continues through that paid Support and for one (1) year after it ends. Payment for a term that has not begun does not by itself change the start date of Support under Sections 2 and 3. No new purchase is required for the year after the applicable paid Support ends.

Retention and read-only access under this paragraph are included at no additional charge and do not consume a support incident or included custom-development hours. Access belongs to the Subscriber through its currently authorized representatives; OPTIMAJET will manage the reasonably necessary account changes to maintain that authorized access. New requests under the Support plan continue to be submitted by email, and this paragraph does not require new incidents under that lower plan to be added to the former plan's history. This continuing history right does not reduce any ticketing-workspace rights included in the Subscriber's current paid plan.

Retention and access remain subject to deletion or restrictions required by mandatory law, the EULA, or a prevailing individual agreement under Section 13, including an authorized request for deletion to which those requirements give effect. OPTIMAJET may temporarily restrict access to the extent reasonably necessary to address a specific security risk or unauthorized access. A restriction must be limited to the affected material or accounts and its necessary duration, with unaffected permitted history remaining available through any unaffected authorized accounts. Where permitted, OPTIMAJET will explain the reason for a material restriction and will restore access to retained permitted material without undue delay once the reason ceases. An ordinary retention policy or a general reference to security does not by itself permit the promised retention or access to be withdrawn or shortened.

The read-only history right does not require recovery of information lawfully deleted before the applicable retention obligation arose or after its applicable retention period expired. It does not permit deletion to avoid the promised access or a copy already due, or reduce any independent obligation to retain, protect, or delete information. Expiration of history access does not release the obligation to provide a copy already requested under this Section or any other obligation that remains due under Section 4. History access does not grant or extend a software license, source code access, updates, or ordinary Support after the applicable paid term. A restriction on particular licensed materials does not by itself remove access to the rest of the permitted history. Confidentiality and other independent obligations continue on their own terms.

Custom development within the hours included in the purchased annual plan is covered by that plan. Additional custom development requires separate agreement under Section 13.

Included custom-development hours are available during the paid annual term of the plan. Any hours remaining unused at the end of that term, other than hours committed under the plan to work OPTIMAJET accepted before the end of that term, expire and do not automatically carry over to another term, including on renewal. Any carryover requires a separate written agreement signed in accordance with Section 13 that states the number of hours carried over and the period in which they may be used.

Expiration of the paid annual term does not by itself cancel work that OPTIMAJET has already accepted. That work remains subject to the terms agreed for it. Where those terms provide for completion after the paid term ends, renewal is not required solely because of that completion date. This paragraph concerns expiration of an annual term; it does not override the grounds or effects of early termination under Section 4 or any license restrictions. Submitting a request does not by itself mean that OPTIMAJET has accepted the work or agreed on a completion date. Expiration of unused hours does not extinguish any obligation or liability arising from OPTIMAJET's breach of this Support Agreement, including delay in performing work as agreed or a failure that prevented the Subscriber from using the included hours as agreed. The independent obligations described in Section 1 and the refund rules in Sections 4 and 12 continue to apply.

C. Escalation. Except for the priority and classification commitments in this paragraph and the classification review below, OPTIMAJET determines escalation of the resolution of support incidents at its own discretion.

Where OPTIMAJET confirms a defect in a Product covered by the Subscriber's support plan that prevents production use of that Product or blocks a critical production process, and no reasonable workaround is available, OPTIMAJET will give further work on that defect priority over ordinary consultation requests.

For an issue reported as blocking production, OPTIMAJET will record its classification and a brief reason in the ticket or email correspondence, and will explain any change to that classification. Reporting an issue as blocking production does not by itself establish that it is a confirmed defect. This priority does not change a response time already applicable to another incident, or any result or date expressly agreed under Section 7 G. It does not add a committed response or resolution time or alter the incident allowance or covered-version limits. The independent obligations described in Section 1 continue to apply.

For other issues under a plan governed by this Support Agreement, where a classification changes the treatment requested by the Subscriber or previously communicated by OPTIMAJET under the incident allowance, priority, or handling of Support, OPTIMAJET will state the classification and a brief reason in the ticket or email correspondence and explain later changes having such an effect. The classification may be provisional and revised as relevant facts are established; it does not require completed diagnosis or confirmation of a defect by the first-response deadline. This administrative explanation does not consume a separate support incident or included custom-development hours. It neither replaces nor adds a condition to the first substantive response required by Section 7.1, and remains due if that response has already been given. The existing rules in this Section 7 C and Section 7.1, including the protections for correcting a classification and preserving applicable response times, continue to apply.

The Subscriber may request, through a channel included in its plan, one review of a disputed classification of a support incident. The request must identify the disputed classification and explain the reasons for disagreement. OPTIMAJET's support manager will review it and provide a written explanation of the outcome. A further review will be provided if the Subscriber supplies material new information relevant to that classification. OPTIMAJET will record any corrected classification and apply the terms governing the incident accordingly.

The request and its review do not count as a separate support incident or consume included custom-development hours. New independent technical questions remain subject to Sections 7 A and 7.1. Requesting a review does not by itself change the original incident's classification, priority, or treatment under the incident allowance.

This paragraph creates no separate committed time for completing the review, no additional requirement for escalation meetings or periodic status reports, and no new commitment as to resolution time. It does not suspend, extend, or otherwise reduce an obligation already applicable to the incident or remove any channel included in the plan. Review is not a prerequisite to exercising rights or remedies under this Support Agreement, the EULA, mandatory law, or an individual agreement under Section 13.

Reporting a possible Product defect or security issue under the independent obligations described in Section 1 does not itself consume the paid incident allowance or give the report a paid-plan response time. A separate request for integration or architecture advice remains subject to Sections 7 A and 7.1. Describing a request as a bug does not by itself determine its classification. Disputed classifications and any corrections are subject to the review and protections in this paragraph and Section 7.1, without removing a response time already applicable to an incident.

If OPTIMAJET confirms that a counted incident concerns a Product defect subject to the independent correction obligations described in Section 1, or a corrected classification otherwise establishes that the incident should not have consumed the allowance, that incident ceases to count against the allowance. Section 7.1 governs the resulting correction of the allocation. A separate integration, architecture, or other consultation remains countable even if a Product defect is identified in connection with it; only the incident

or independently countable part that should have been excluded is removed. The corrected incident keeps any first-response deadline already applicable to it. Describing a request as a bug or as blocking production does not by itself release a place.

D. Training. The Subscriber may purchase training as part of a support package. Training content and cost are determined individually.

E. Upgrade Protection. The EULA and the Subscriber's license determine the releases, updates, upgrades, and patches that the Subscriber may receive and use. This Support Agreement neither reduces nor extends those rights. A major release covered by the license does not require an additional fee under this Support Agreement. The Subscriber is responsible for installing and testing updates and upgrades in its environment.

F. Grace Period. This Support Agreement gives no additional grace period for a software license or its update period. The end of Support does not end the right to use versions that remain licensed under the EULA. Eligibility for new versions and for renewal of the license, its update period, or source code access is determined by the EULA and the terms of that license, not by the end of Support or its later resumption.

G. Authorizing Custom Development. Before included custom development begins, OPTIMAJET and the Subscriber must confirm in writing the task, its scope, and the basis and limit for deducting included hours under this paragraph. For work accounted for by actual time, the confirmation must include an estimate of effort and the maximum number of included hours authorized for the task. The confirmation may be exchanged by email or recorded in the ticketing workspace provided under Section 7 B. Creating a ticket or sending an automated acknowledgment does not by itself constitute acceptance of the task or approval of a deduction. For authorizing further work, the available included balance excludes hours already committed to accepted work and not yet deducted. A reservation does not itself deduct hours or change an accepted task. Hours released from a reservation remain subject to Section 7 B.

Unless the parties expressly choose the fixed-deduction option below before the work begins, only time actually spent on the agreed custom development is deducted from the included hours. For work accounted for by actual time, no hours may be deducted beyond the authorized maximum for the task or beyond the plan's remaining included hours without a further written agreement. If continuing that work would exceed the maximum, the parties must first agree in writing on an increased limit within the remaining balance, a revised scope, or delivery of the work already performed. Work beyond the included balance requires the separate agreement described in Section 13.

For a particular task or stage, the parties may instead expressly agree in writing, before that work begins, on a defined result or stage of work and a fixed number of included hours to be deducted for its agreed performance. An estimate or maximum alone is not such a choice. This fixed amount is an agreed use of the included hours for that task or stage, not a record of time actually worked; the rest of the plan's balance is not converted into another unit. The fixed amount must not exceed the remaining included balance unless the parties separately agree on the additional work under Section 13. The same work must not be deducted both as a fixed amount and as actual time. For unchanged scope and proper performance, a shorter actual duration does not reduce the agreed deduction and a longer duration does not increase it. OPTIMAJET bears its ordinary overrun for that agreed scope. A change in requirements, scope, or the fixed amount requires further written agreement before changed work is performed or an additional deduction is made.

Before work begins under the fixed-deduction option, the parties must also agree in writing on what performance earns the deduction, when it is made, and how partial performance, suspension, or cancellation will be accounted for. A fixed deduction is not earned merely by opening or closing a ticket, the Subscriber's silence, or OPTIMAJET's failure to supply the agreed performance. These requirements do not permit OPTIMAJET to replace an already agreed fixed amount with a higher actual-time charge or increase it without further agreement. An estimate of effort or an hours limit does not by itself guarantee completion of a particular result within that number of hours; any result or completion date expressly agreed by the parties remains binding.

OPTIMAJET will correct, at its own expense, a nonconformity of the included custom development with the task agreed under this Section or with the warranty in Section 11, to the extent attributable to OPTIMAJET's failure to perform those obligations. No additional fee applies to that correction work, and its time does not count against the task's authorized hours limit or the plan's included hours. The Subscriber must identify the nonconformity and the agreed requirement or quality obligation concerned and provide reasonably necessary information under Section 9 D, subject to the EULA. This correction rule also applies where the failure is identified before the work is delivered.

For work accounted for by actual time, ordinary implementation, testing, and debugging that form part of proper performance of the agreed task remain part of that actual time. For fixed-deduction work, those activities are covered by the agreed amount and do not justify an additional deduction. They do not include work to remedy OPTIMAJET's failure to perform as agreed. A failed test or exhaustion of an estimate or hours limit does not by itself establish such a failure; any result or date expressly agreed remains binding. New features and changed requirements require further task and hours agreement under this Section, with separate agreement under Section 13 where required.

Closing a ticket, delivery or acceptance of work, or exhaustion of included hours does not by itself release an accrued obligation to correct OPTIMAJET's failure to perform as agreed. This correction rule does not introduce an acceptance procedure, a new deadline for correction or for reporting nonconformities, or an exclusive remedy. The warranty in Section 11, the obligations preserved under Sections 1 and 7 B, the applicable remedies in Sections 4 and 12, and any prevailing individual agreement under Section 13 continue to apply.

Ordinary support responses and the independent obligations described in Section 1 do not consume the included custom-development hours. This authorization process does not reduce the warranty in Section 11, the obligations preserved under Section 7 B, or the applicable remedies in Sections 4 and 12. Agreements under this paragraph concern the task and its hours; changes to this Support Agreement or the EULA remain subject to Section 13.

---

## 7.1 Service Levels (SLA)

**The SLA part of this agreement.** This Section and Section 7.2 set out the Service Levels (SLA) within this Support Agreement. The table compares the support options; the rules below explain the response commitments, calendar, weekly allowances, and included security commitments. Section 7.2 addresses repeated failures of committed first-response times. The priority and classification rules in Section 7 C and the general terms of this Support Agreement continue to apply. Response time is distinct from resolution time.

The following table compares five support options. Support, Premium Support, and Premium Plus Support are the plans governed by this Support Agreement. Trial/POC and standalone Consulting sessions have the distinct scope described in Section 1 and below. Section 7 B governs the use and expiration of hours included in an annual plan.

| Support option | Basis and term | First substantive response time | Incidents per week to which that time applies | Channels | Custom development |
|---|---|---|---|---|---|
| Trial and POC | Free; initial thirty (30) days and up to two agreed free thirty-day extensions, as described below | Two (2) Support Days | Up to one (1) | Email; Google Meet by arrangement with a support specialist | None included |
| Support | Separately purchased annual plan, or the standard level expressly included for the period in a license purchase | Two (2) Support Days | Up to one (1) | Email | None included |
| Premium Support | Annual plan | One (1) Support Day | Up to two (2) | Email and a dedicated ticketing workspace with individual user accounts | Forty (40) included hours |
| Premium Plus Support | Annual plan | One (1) Support Day | Up to three (3) | Phone, email, Google Meet, and a dedicated ticketing workspace with individual user accounts | Sixty (60) included hours |
| Consulting session | One separately booked and paid session of one or two hours | No weekly ticket-response commitment; the agreed appointment applies | Not a weekly ticket plan | Google Meet, up to ten (10) invitees per session | Within the agreed session scope, billed per session; no annual hours included |

**Ticket references and responsibility.** For the three support plans and Trial/POC, OPTIMAJET will communicate a ticket number or an accessible reference link for each support request in the ticket or email correspondence. Its support team will handle the request and may distribute work among its specialists. For Premium Support and Premium Plus Support, OPTIMAJET will additionally assign a specific technical support specialist to each request, identify that specialist in the correspondence, and update the assignment in the correspondence when replacing the specialist. Assignment does not promise exclusive or continuous personal availability of that specialist. A reference link does not add a workspace or channel to an option.

These administrative duties do not consume a separate support incident or included custom-development hours, replace or add a condition to the first substantive response below, or create a separate committed acknowledgment or assignment time. They remain due if the substantive response has already been given. References and assignments do not change actual receipt, incident counting, weekly allocation, or an applicable response time; the number of ticket records is not the incident count. Applying this paragraph to Trial/POC does not apply the rest of this Support Agreement to the free service.

**Trial and POC.** Free support initially runs for thirty (30) days after the first support request. Sales may agree on up to two additional free periods of thirty (30) days, for up to ninety (90) days in the standard offer. A sixty- or ninety-day POC may be confirmed at the outset for the applicable Product and edition; it is not shortened merely because its key is reissued every thirty days. The applicable offer and sales confirmation determine the agreed period, rather than an automatic ninety-day entitlement for every evaluation. Reissuing a key or sending another request does not restart that period, the weekly allowance, or the included POC consultation. The EULA's independent rights to evaluation and reissue of keys for a registered future Licensed Product before Production Use are not limited by this service period; a further key alone does not extend free support. An expressly agreed different service period remains as agreed.

Trial/POC includes one Google Meet POC consultation by arrangement with a technical presales specialist. The agreed POC scope may address integration, architecture, or migration guidance; this does not include unlimited meetings, an audit of the requester's application, or custom development. Trial/POC email requests are recorded as tickets. For its one new incident per week and two-Support-Day first response, the incident-counting rules in Section 7 A, the substantive-response definition, and the response-time and weekly-allocation rules below apply. Those references apply those service rules only, not the rest of this Support Agreement to the free service. Ordinary Trial/POC answers include instructions, manual links, and code snippets, without demonstration examples. Incidents beyond the weekly allowance are answered without a committed response time. A first-response deadline that already applies to a request received during the agreed period is not canceled by that period ending; it does not entitle the requester to new requests after that end or extend the evaluation license.

Reporting a possible Product defect or security issue under the applicable EULA does not itself consume the Trial/POC incident allowance or receive the first-response time in the table. A separate request for integration or architecture advice is subject to that allowance and the response rules; describing it as a bug does not by itself change its treatment. Correcting an erroneous classification must preserve any response deadline applicable under the correct classification and original receipt, and must not remove a response time already applicable to another incident. These rules do not limit independent obligations under the EULA or mandatory law or require unlimited consultation or diagnostics under the Trial/POC offer.

**Support included in a license.** The published Workflow Engine license options include two months of standard Support with Complete, NEO Business, and NEO SaaS, and twelve months with NEO Enterprise, after purchase and the trial period as applicable under the license purchase. Free, Team, and NEO Subscription include self-service documentation and GitHub discussions, without an included ticket channel or committed response time. The governing license offer and accepted purchase identify the actual included entitlement and period. The first email does not restart that period. Included standard Support uses the Support row, without Premium development hours, channels, or security commitments. It is not a sixth annual package, and its end does not automatically begin a separately charged plan. The separate-support refund rules in Sections 4 and 7.2 do not allocate a price or introduce a standard refund for included Support; independent EULA and other applicable remedies remain unaffected.

**Standalone Consulting session.** The accepted booking identifies its duration, price, agreed scope, and appointment. The session may include instructions, manual links, code snippets, demonstration examples, and development within that agreed scope. It does not include a separate annual development-hours balance or promise completion of a feature beyond what is expressly agreed. The absence of a weekly ticket-response commitment does not remove the obligation to provide the agreed session. Booking, payment, cancellation, rescheduling, and any refund follow the terms accepted for that session and applicable law; this comparison introduces no cancellation fee, nonrefund rule, or annual-plan refund formula. A standard session booking does not require an officer-signed annual-plan addendum merely because Section 13 provides a route for special plan requirements.

To begin Trial/POC, request a trial key and agree on any extension with sales; for a support plan, contact sales or use the Support entitlement included in the license purchase. Standalone Consulting sessions are booked through the published scheduling link and paid through its payment process. These routes do not expand the scope or term of the applicable offer.

**First-response rules for the three support plans and Trial/POC.** The following calculation, substantive-response, and weekly-allocation rules apply to their ticket-response commitments. They do not set a ticket deadline for standalone Consulting sessions.

Throughout this Support Agreement, a “business day” or “Support Day” is any Monday through Friday except January 1. For business-day calculations, the relevant dates are determined using Istanbul time (Europe/Istanbul). No other public or local holiday is excluded, and no substitute day is excluded when January 1 falls on a Saturday or Sunday.

The first substantive response is due by 19:00 Istanbul time (Europe/Istanbul) on the first Support Day after the local calendar date when OPTIMAJET actually receives the incident, or on the second such Support Day for the Support plan and Trial/POC. Receipt through any channel included in the applicable option is used, irrespective of when a ticket is registered. An incident received after 19:00, on a weekend, or on January 1 retains its actual receipt date; the receipt date itself is not counted as the first Support Day. This calculation applies only to incidents within the applicable weekly allowance.

The rule for calculating the first substantive response deadline does not set the deadline for any other obligation. Periods elsewhere in this Support Agreement that are expressed in business days use the calendar defined above. An independent obligation under the EULA or mandatory law, a period expressed in calendar days, or a result or date expressly agreed under Section 7 G remains governed by its own terms. The Support Day calculation and calendar-week definition in this Section apply to purchases or renewals governed by this version under Section 3 and to Trial/POC support newly offered on these service terms. They do not change the terms of an existing paid plan or previously agreed Trial/POC, or recalculate a response deadline that already arose.

Ordinary incident responses under Support and Premium Support include instructions, links to manuals, and code snippets, but do not include demonstration examples. Ordinary incident responses under Premium Plus Support include instructions, links to manuals, code snippets, and demonstration examples. This description of incident responses does not limit the custom development included in the purchased plan under Section 7 B.

The response time in the table is the time for OPTIMAJET’s first substantive response to each support incident within the applicable weekly allowance. A substantive response is a response by a support specialist that addresses the specific incident with an initial assessment, an appropriate next step, a proposed solution, or a specific request for information reasonably needed to assess or make progress on that incident, subject to Section 9 D and the EULA. An acknowledgment of receipt, a general statement that the matter is being considered, or an unnecessary request for information does not constitute a substantive response.

After the first substantive response, OPTIMAJET will continue to provide Support for the incident and communicate the results of its work or material progress, without a fixed schedule of status updates under this Support Agreement. The same response time is not committed for each subsequent message concerning that incident. A question treated as a new support incident under Section 7 A has its own first substantive response under the applicable weekly allowance, even if submitted in an existing ticket. This paragraph does not change incident counting under Section 7 A or reduce any other applicable obligation, including the independent obligations described in Section 1, any result or date expressly agreed under Section 7 G, or the classification review in Section 7 C.

The weekly allowance is allocated to new support incidents to which it applies in the order OPTIMAJET receives them through a channel included in the plan. The first such incidents received in a week, up to the applicable weekly number, receive the response time in the table. If a single communication contains several new incidents, their order in that communication determines their order for this purpose. Answering an incident does not restore a place in that week's allowance. Unused places do not carry over to another week.

For allocating the weekly allowance, a week runs from 00:00 Monday, inclusive, to 00:00 the following Monday, exclusive, in Istanbul time (Europe/Istanbul). An incident is allocated to the week in which it is actually received, even if its response deadline falls in a later week; it is not counted again solely because that deadline falls in the later week.

A response time already applicable to an incident continues to apply if it falls in a later week. A later message, a change in requested priority, or the start of another week does not withdraw or restart that response time. A corrected classification under Section 7 C must not retrospectively remove a committed response time already applicable to another incident. This allocation rule does not change the independent obligations described in Section 1, a result or date expressly agreed under Section 7 G, or the review under Section 7 C.

If a corrected classification changes which incidents fall within a week's allowance, OPTIMAJET will redetermine that week's allocation in the order in which the incidents were actually received, applying the terms governing those incidents at their original receipt. An incident that falls within the allowance as redetermined retains the first-response deadline calculated from its original receipt under those terms. The correction restores an entitlement that should have applied; it does not give an otherwise ineligible incident a new entitlement. The resulting deadline and any response are taken into account under Section 7.2, subject to that Section's eligibility, attribution, measurement, and notice requirements. A place released by the correction is not carried over to another week, and no first-response deadline already applicable to any incident is withdrawn.

Incidents beyond the weekly number in the table are answered without a committed response time. Response time for support incidents does not include resolution time. For the three support plans, the plan-specific response times expressed as one or two business days and the weekly incident allowances were introduced by the CSA revision of October 21, 2026. This version's substantive-response definition, calendar, deadline calculation, and allocation rules apply only as provided in Section 3 and the transition paragraph above. They do not replace the terms already governing an existing paid plan or recalculate a deadline that already arose. Support purchased before October 21, 2026 keeps its previous response times and weekly incident allowances until its next renewal under the terms applicable to it.

**Additional security commitments for Premium Support and Premium Plus Support.** For a Subscriber with either plan, OPTIMAJET will use commercially reasonable efforts to release a correction or a documented mitigation within thirty (30) days after it confirms a vulnerability that it rates in good faith as Critical (CVSS base score 9.0 or higher), and within ninety (90) days after it confirms a vulnerability that it rates in good faith as High (CVSS base score 7.0 to 8.9); it will send its security advisories to the support contacts, and notify them within five (5) business days after it confirms that a compromise of its build or distribution systems affected a released version.

These security commitments apply to the Products covered by the purchased plan and supplement the independent obligations described in Section 1. They do not delay or reduce notices that the EULA requires without undue delay after awareness of a vulnerability or incident. The weekly first-response allowance does not defer these commitments. Product security corrections or mitigations and these notices do not consume the included custom-development hours. Sections 5, 6, 7 E, and 7 F continue to govern covered versions and license rights.

## 7.2. Repeated Response-Time Failures

This Section provides an additional termination procedure for a separately purchased support plan. It does not make this procedure a prerequisite to termination or another remedy under Section 4, the EULA, mandatory law, or an individual agreement under Section 13.

For this Section, an eligible incident is a new, independent support incident under the affected plan with a committed first substantive response time under the terms applicable to that plan. Only incidents whose first-response deadline arose while this Section governed the affected plan are counted. An uninterrupted renewal does not reset a procedure already begun under this Section, and each incident retains the terms applicable to its deadline. Each incident is counted once, in the measurement period containing its original applicable response deadline, whether or not an answer has been sent. All eligible incidents in that period are counted. Duplicate reports, further messages about the same incident, reopening or moving a ticket, and creating another ticket number do not create additional incidents or restart a deadline. Incidents without a committed response time do not enter this calculation. Sections 7 A, 7 C, and 7.1 continue to govern classification, the weekly allowance, and what constitutes a substantive response.

For the measurements in this Section, an otherwise timely substantive response sent through a channel included in the plan and made available to the Subscriber is not late merely because the Subscriber has not read or acknowledged it, disagrees with it, or the underlying issue remains unresolved. This does not make an acknowledgment, an empty response, or an unnecessary request for information substantive under Section 7.1.

A failure threshold is met if there are at least five (5) eligible incidents in a measurement period and more than twenty percent (20%) of them missed their committed first substantive response deadline for reasons attributable to OPTIMAJET's acts or omissions. The percentage is calculated without rounding. Workload, use of a subcontractor or ticket-system provider, or the absence of diagnostic information does not by itself exclude a missed response deadline. A timely, specific request for information genuinely needed to proceed may itself constitute the first substantive response under Section 7.1. A later answer does not make an earlier missed deadline timely. OPTIMAJET must explain the reasons and supporting chronology for an exclusion it relies on; its determination is not conclusive, and reasonably available records from either party may be used. For this calculation, a missed deadline is not attributed to OPTIMAJET if it demonstrates that the miss was caused solely by the Subscriber's deliberate prevention of that first substantive response despite OPTIMAJET's reasonable attempts, made before the deadline, to respond through the available agreed channels. This does not include merely failing to provide diagnostic information, disputing a classification, or submitting legitimate incidents within the applicable allowance. The incident remains in the eligible total; its deadline is not paused or restarted.

The Subscriber may request a review in writing within thirty (30) calendar days after the end of a calendar quarter in which it reasonably considers the failure threshold was met. Calendar quarters end on March 31, June 30, September 30, and December 31. The request must identify the affected plan, quarter, reported late incidents, and the reasons and dates reasonably available to the Subscriber; it need not provide OPTIMAJET's internal records. By 19:00 Istanbul time (Europe/Istanbul) on the tenth (10th) Support Day after the local calendar date when OPTIMAJET actually receives that request, OPTIMAJET will provide a reasoned written finding and, if the threshold was met, a brief explanation of the established causes and a plan of reasonable corrective measures. This review does not consume a separate support incident or included custom-development hours and does not require a technical audit, disclosure of protected internal or third-party information, or periodic reports. Requests relating to the same affected plan and initial calendar quarter form one procedure. Repeating a request or notice, or changing a contact or representative, does not start a further review or restart or extend a period under that procedure or create an additional refund. Material new evidence may require a finding to be corrected without restarting those periods. This does not prevent a request based on a different initial quarter, subject to its own time limit, or an independent remedy preserved

by this Support Agreement. Related reviews may be combined, but doing so does not postpone an applicable deadline. A dispute about the finding does not make OPTIMAJET's agreement a condition of this procedure.

If the threshold was met in that quarter, a repeat measurement period runs for ninety (90) consecutive calendar days starting on the day after the earlier of delivery to the Subscriber of the corrective plan required above or the date by which OPTIMAJET was required to provide it. If no plan is delivered, that required date applies. OPTIMAJET will implement reasonable corrective measures; preparing or disputing the finding or plan does not postpone the repeat period or an existing response deadline. Dates and measurement periods in this Section use Istanbul time (Europe/Istanbul). Support Days have the meaning given in Section 7.1; the date of receipt is not counted toward the ten Support Days. This ten-Support-Day deadline does not set the deadline for any other obligation. Delivery of an acknowledgment or an aspirational document without the required explanation and reasonable corrective measures does not advance the repeat period.

If the same failure threshold is met in the repeat period, the Subscriber may give written notice of termination within thirty (30) calendar days after that period ends. The notice must identify the affected plan and both periods, describe the repeated failures with reasonably available incident information, request correction, and state the intention to terminate that plan. Termination may take effect only if the pattern has not been remedied during thirty (30) calendar days after OPTIMAJET receives that notice, and no earlier than the end of that period. These are one concurrent notice and remedy period, not two successive periods.

For this procedure, the pattern is remedied only if all of the following requirements are met by the end of the remedy period:

- All substantive first responses whose deadlines under the affected plan have expired, including during the remedy period, have been supplied.
- A written plan with specific reasonable measures addressing the causes of the repeated failures has been provided to the Subscriber, reassessed, and adjusted where the repeat results show a need for further measures.
- Those measures have been implemented, with a brief written record to the Subscriber of what was done and when.
- No eligible incident with a response deadline during the remedy period has missed that deadline for reasons attributable to OPTIMAJET.

The absence of new eligible incidents does not by itself prevent remedy, but the other requirements still apply. An absent or merely aspirational plan does not satisfy these requirements. Remedy does not depend solely on OPTIMAJET's assessment. OPTIMAJET must not prevent the counting of eligible incidents by refusing to record requests or changing the applicable allowance. A further plan or a late answer alone does not establish remedy, and the historical measurements are not erased. If these requirements are not met, the repeated failures are sufficient grounds for termination under this Section without a separate materiality test. OPTIMAJET's agreement that the requirements were not met is not required.

Solely for determining the delivery requirements for remedy under this Section, failure to deliver a required first response, corrective plan, or implementation record does not prevent remedy if OPTIMAJET demonstrates that the compliant response or document has been completed and is ready for delivery, that it made reasonable actual attempts to deliver it through the available agreed channels during the remedy period and before any applicable delivery deadline falling within that period, and that delivery remains prevented at the end of the period solely by the Subscriber's deliberate obstruction. This exception concerns delivery only: it does not excuse deficient content, failure to implement the required measures, or an attributable missed deadline, or change the historical measurements. It does not cover missing diagnostic

information, failures of OPTIMAJET's systems or providers, or failure to use another reasonably available included channel. OPTIMAJET must deliver the response or document without undue delay once that obstruction ceases.

Termination under this Section gives the refund of the unused prepaid remainder specified in Section 4, subject to its calculation, payment, and no-double-recovery rules. It does not refund an elapsed period, create service credits, or allocate a price to support included in a software license. The procedure does not extend an unpaid or expired term or affect the obligations that remain due under Section 4. Missing a notice window or failing a numerical threshold in this Section does not extinguish an independent right under Section 4, the EULA, mandatory law, or an individual agreement under Section 13.

## 8. Exclusions

Support does not include: (1) providing access to new products, programs, modules, or features that OPTIMAJET advertises or licenses separately from a Product; (2) support or fixes for errors that result from unauthorized or improper use of a Product or from failure to implement relevant improvements or modifications made available by OPTIMAJET; (3) support or fixes for errors that do not materially affect the operation of a Product; (4) custom enhancements, features, or modifications; (5) developing, debugging, or maintaining the Subscriber's applications or other third-party applications, as distinct from assisting with the Product itself; (6) providing support directly to the Subscriber's end users or customers; (7) on-site support; or (8) hardware or related equipment. Items (4) and (5) do not exclude custom development to the extent included in the purchased plan under Section 7 B. These exclusions do not relieve OPTIMAJET of its correction obligations under Section 7 G. They do not displace the express security commitments in Section 7.1 within their stated scope. These exclusions do not limit the independent obligations described in Section 1. Services outside the plan require separate agreement under Section 13.

## 9. Subscriber's Responsibilities

The Subscriber is responsible for:

A. providing and maintaining all hardware, operating systems, and third-party software required to operate each Product in compliance with minimum requirements for that Product;

B. providing and maintaining phone lines, internet access, and any other such infrastructure required to communicate with OPTIMAJET;

C. making reasonable efforts to solve problems related to any Product before contacting OPTIMAJET;

D. providing OPTIMAJET with all information, documentation and assistance that OPTIMAJET reasonably requires to perform Support, including the setup information, application knowledge, listing of any output, detailed steps required so that OPTIMAJET can replicate the problem, exact wording of error messages and any other data that OPTIMAJET may reasonably request to reproduce operating conditions similar to those in which the error occurred;

E. acting as the sole point-of-contact for the Subscriber's users and customers; and

F. possessing a valid license to each Product for which Support is sought.

A request for information under paragraph D is subject to any limits and protections for support materials in the EULA. This Support Agreement does not require access to the Subscriber's production environment.

## 10. Confidential Information

Information and documents disclosed in performing this Support Agreement may include confidential material owned by the providing party or by third parties. Disclosure under this Section does not itself change ownership or grant a license. Each party shall keep confidential, not disclose or otherwise make available to any third party, and not use for purposes beyond the scope of this Support Agreement, any confidential information, advice or material of any nature that is provided or made available by the other party, including but not limited to any written reports or other data, without the prior written consent of the other party. This section shall not apply to any information that: (1) is in or comes into the public domain through no breach by the recipient of the information of its obligations under this Support Agreement; (2) the recipient acquires from a third party who owes no obligations of confidence to the other party to this Support Agreement regarding that information; or (3) was already known to the recipient at the time it received such information from the other party to this Support Agreement as shown by the recipient's prior written records. If either party is requested or required by any legal or investigative process to disclose any information that it is not permitted to disclose, that party shall, to the extent permitted by law, provide the other with prompt notice of each such request and the information requested so that the other party may seek to prevent disclosure or obtain a protective order. If disclosure is required and a protective order is not obtained, the party from whom disclosure is required shall disclose only the information that its counsel advises is legally required to be disclosed.

Each party may, without separate prior written consent from the other party, disclose the other party's confidential information lawfully received under this Support Agreement to its external legal advisers or independent auditors, but only to the extent they need that information for legal advice or an independent audit connected with this Support Agreement. The recipients must be bound by professional or contractual duties of confidentiality and use the information only for that advice or audit. This permission does not change any license or ownership right or authorize disclosure of third-party information that the disclosing party has no right to disclose. Other restrictions on use and disclosure in this Section and any additional protections or restrictions under the EULA, mandatory law, or an individual agreement under Section 13 continue to apply. This permission does not require the other party to provide additional information, access, or audit assistance.

For information disclosed in connection with a support plan, the obligations of this Section apply during that plan's paid term, including uninterrupted paid renewals, and for three (3) years after that plan finally ends. For information disclosed after that end in performing an obligation that remains due under this Support Agreement, those obligations apply for three (3) years after that disclosure. For information that is a trade secret, the confidentiality obligations continue for as long as it remains a trade secret. These periods do not shorten an independent obligation under the EULA, including its protections for Source Code and the Subscriber's confidential information, mandatory law, or an individual agreement under Section 13. They do not authorize additional retention, postpone a required deletion or notice, or affect a right or liability that arose before a period ended.

The Subscriber may process OPTIMAJET's confidential materials supplied to it in providing Support for its internal use and support of the covered Products, including through corporate AI tools under the Subscriber's control, without separate permission from OPTIMAJET if the following conditions are met. The processing must be governed by terms and settings that restrict it to the service requested by the Subscriber. Neither the Subscriber nor its provider may use OPTIMAJET's confidential materials processed under this permission to train or fine-tune models. An external provider must be bound by confidentiality, may process and store those materials only to provide that service under the Subscriber's control, and may not use or retain them for its own purposes. Access and disclosure must be limited to persons who need them to provide that service and are bound by confidentiality. The Subscriber must ensure that the tool's terms, settings, access, and use comply with these conditions and keep the materials, and confidential information contained in the outputs, within the permitted purpose and applicable protections.

This permission does not change the license or ownership of any materials, permit disclosure of information the Subscriber has no right to disclose, or reduce any applicable EULA, data-protection, or individual-agreement requirement. It does not restrict the Subscriber's rights in its own materials or any use of AI coding assistants with Source Code expressly permitted by the EULA. It gives OPTIMAJET no additional right to use or disclose the Subscriber's confidential information.

Any additional protections and restrictions on the use or disclosure of support materials under the EULA continue to apply and prevail over Sections 9 D and 10 of this Support Agreement. Where the EULA expressly permits disclosure to personnel or contractors subject to confidentiality obligations, that permission also applies under this Section.

## 11. Limited Warranty

OPTIMAJET WARRANTS THAT SUPPORT WILL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. Except for that warranty, the express commitments in this Support Agreement, and the independent obligations described in Section 1, OPTIMAJET makes no other warranty, express or implied, concerning Support, including any implied warranty of merchantability, fitness for a particular purpose, title, or noninfringement. This disclaimer does not exclude a warranty that mandatory law does not allow to be excluded.

Section 7 G governs correction of nonconforming included custom development without limiting this warranty or the applicable remedies.

## 12. Limited Liability

Subject to any exceptions and refund rules under the EULA and any liability that mandatory law does not allow to be limited or excluded, OPTIMAJET's total liability for Support, whether in contract, tort, or otherwise, is limited to the net price of the support plan purchased for the paid term in which the event giving rise to the claim occurred or, if it occurred after the last paid term ended, for that last paid term. Where Support is included in a license rather than purchased separately, the limit is the net price of that license as determined under the EULA. Where the EULA does not define the net price of that license, its net price for this Section is calculated from the price on which the EULA bases the liability limit for that license, applying the tax and fee deductions described in this Section. "Net price" of a support purchase means the price paid to OPTIMAJET for it, less the taxes that OPTIMAJET collected with that payment or that were withheld from it, and the payment processing, bank, and currency conversion fees that OPTIMAJET bears for that payment.

Subject to the same exceptions and refund rules, OPTIMAJET is not liable for special, incidental, indirect, or consequential damages arising out of or in connection with Support, including loss of profits, business interruption, or loss of business information, even if advised of the possibility of those damages. Nothing in this Support Agreement reduces any protection or remedy that the EULA gives the Subscriber, including any limitation of the Subscriber's liability under the EULA. OPTIMAJET will state the net price of a support purchase and the fees deducted from it on request to the person who paid it and, where a refund or claim concerning that Support requires it, to the Subscriber. The Subscriber remains responsible for paying the Fee and other amounts that it agreed to pay for its Support purchase; this Section does not create any new charge.

For one event giving rise to claims under both the EULA and this Support Agreement, OPTIMAJET's total liability under both together does not exceed the higher of the liability limit for the license concerned under the EULA and the limit for Support above, subject to the same exceptions and refund rules. The limits are not added together. A payment for the same loss under one agreement counts toward recovery of that loss

under the other. Refunds due under Section 4 count toward the applicable liability limits, but a refund of the net price paid in advance for an unused period under that Section is paid in full even if it exceeds a liability limit or the amount remaining under it. This Section does not itself create a right to a refund, a service credit, or an indemnity.

## 13. General Provisions

**GOVERNING LAW AND DISPUTES.** This Support Agreement, and any non-contractual obligation arising out of or in connection with it, are governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods. Before starting arbitration, a party must give the other written notice of the dispute, and the parties will try in good faith to resolve it within thirty (30) days. A dispute arising out of or relating to this Support Agreement that is not resolved in that period will be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration is Hong Kong, the tribunal consists of one arbitrator, the language of the arbitration is English, and hearings may be held by video conference. Either party may apply to any competent court for interim or injunctive relief, or bring proceedings there to recover a sum that is due and not disputed in good faith. Either party may also bring a claim for the infringement of its intellectual property rights, or for a sum that is due, in the courts of the place where the other party has its seat or, for an individual, its habitual residence; that court may also decide any defense or counterclaim about the same use or sum, including whether the use was licensed under the EULA, and the agreement to arbitrate in this paragraph does not apply to them. Where the HKIAC Administered Arbitration Rules permit it for the amount in dispute, the arbitration follows their Expedited Procedure and is decided on documents only unless the tribunal finds a hearing necessary. If the Subscriber is a consumer, this paragraph does not deprive it of the protection of the mandatory law of its country of habitual residence or of its right to bring proceedings in the courts there, and arbitration applies only if it agrees to it after a dispute arises.

**PUBLIC PROCUREMENT.** Where the Subscriber is a public body, the law, regulations, and binding procurement rules that govern its procurement prevail over conflicting terms of this Support Agreement to the extent that they require a different governing law, courts or statutory claims process instead of arbitration, a particular method of acceptance, or consent to assignment. Nothing in this Support Agreement waives that body's immunity. The protections and exceptions for public bodies under the EULA also continue to apply to the purchase of Support. This paragraph does not by itself add a warranty, an indemnity, or a right to a refund, or increase a liability limit.

**GENERAL.** If any provision of this Support Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. The allocation of dispute costs and legal fees is determined under the applicable dispute procedure and law. A party's failure to require the other party to perform a provision of this Support Agreement does not affect its right to require that performance later. A waiver of a breach of a provision is not a waiver of the provision itself.

**ASSIGNMENT.** Neither this Support Agreement nor any rights or obligations of a Subscriber under this Support Agreement may be assigned by the Subscriber in whole or in part without the prior written approval of OPTIMAJET, provided, however, that in the event of a merger or consolidation of the Subscriber, or if any entity purchases or otherwise acquires all, or substantially all, of the assets of that segment of the Subscriber's business relating to the subject matter of this Support Agreement, the Subscriber may assign this Support Agreement as a whole to the surviving corporation or purchasing or acquiring entity, provided that such surviving or acquiring entity first agrees in writing to be bound by the terms and conditions of this Support Agreement. OPTIMAJET may assign this Support Agreement, and its rights or obligations under it, without the consent of the Subscriber. Any assignment that violates this assignment provision is null and void. This assignment provision does not prevent a transfer of the support plan that the EULA expressly

provides for, including with a license reissued from a contractor to its client. Such a transfer continues the remaining paid term and incident allowance; it does not restart them, extend the purchased scope, or release amounts already due. Any protections that the EULA gives the Subscriber on an assignment by OPTIMAJET also continue to apply.

**PURCHASE DOCUMENTS AND AMENDMENTS.** This Support Agreement governs purchased Support, read with the EULA and the record of that purchase. A written agreement signed by the Subscriber and an authorized officer of OPTIMAJET that amends or supplements these terms prevails for the matters it covers. An invoice or quote issued by OPTIMAJET and accepted by the Subscriber identifies the plan, covered Products, term, Fee, and any options expressly offered under the standard plan; it does not by itself change the legal terms of this Support Agreement or the EULA, including liability limits or remedies. Terms supplied unilaterally by the Subscriber, a reseller, or a contractor do not apply, except as the PUBLIC PROCUREMENT paragraph above or the EULA requires.

The Service Levels for the Support, Premium Support, and Premium Plus Support plans in Section 7.1 form part of this Support Agreement and are governed by the same version of it under Section 3; no separate service-level agreement is required for those Service Levels. The distinct Trial/POC service terms and standalone Consulting session description in that Section do not apply the rest of this Support Agreement to those options or require a standalone session booking to be a signed amendment of an annual plan. No unpublished or future service-level agreement is incorporated by this Support Agreement. If the parties buy and sell services under a separate service-level agreement, their purchase must identify the agreed version and the services that it covers.

Where an invoice or other purchase record differs from the quote or order that OPTIMAJET issued and the Subscriber accepted in writing, including electronically, OPTIMAJET will correct the record to match that accepted purchase at no charge, and that purchase governs until correction. A manifest error is corrected to match the purchase that both parties intended; this does not add Products, incidents, or a term beyond that purchase.

This Support Agreement benefits only OPTIMAJET, the Subscriber, and their valid successors and assigns.

A change to the legal terms of this Support Agreement requires a written agreement signed by the Subscriber and an authorized officer of OPTIMAJET. It must identify the terms that it changes. Such an agreement may be signed electronically and in counterparts.

The Subscriber may request a separate signed addendum for requirements outside the standard plan, such as extended support for a specified release, different support hours, additional security response commitments, or assistance with regulatory requirements. Any such addendum must state the additional services and obligations, their scope and term, the agreed fees, and any changes to remedies or liability. Making a request does not commit OPTIMAJET to provide those services. A commitment already included in the purchased plan does not require that separate addendum.

## Optional party details and signatures

Use of this section is optional, at the customer's request. This section does not change the agreement's terms or acceptance requirements.

**Optimajet Limited**
Hong Kong business registration no. 73907229
Unit 1603, 16th Floor, The L. Plaza
367 - 375 Queen's Road Central
Sheung Wan, Hong Kong
hello@optimajet.com · support@optimajet.com

Authorized signatory
**Oleg Dronov**

Title / capacity
**CEO**

Contact email
**hello@optimajet.com**

Signature

Date of signature

Customer legal name

Registration / tax number

Registered office

Authorized signatory

Title / capacity

Contact email

Signature

Date of signature

ABOUT THIS COPY

This file contains the Customer Support Agreement, Version 2.1, effective 11 November 2026. The agreement is published at https://workflowengine.io/agreements/csa/.

© 2026 Optimajet Limited. All trademarks and registered trademarks are property of their respective owners.