

Last Updated: August 8, 2026

SUPPORT TERMS

These Support Terms (the “**Support Terms**”) form part of and are subject to the terms and conditions of the Platform Services Agreement between the Customer listed on the Order Form (“**Customer**”) and Sierra Technologies, Inc. (“**Sierra**”) (the “**Agreement**”). These Support Terms do not apply to any POC Platform Services. All capitalized terms that are not expressly defined in these Support Terms will have the meanings given to them in the Agreement.

A. SERVICE AVAILABILITY

1. Definitions.

- (a) “**Availability**” means, for a calendar month, the percentage produced by the following calculation: (total minutes in the calendar month - **Unscheduled Downtime**) / (total minutes in the calendar month) x 100
- (b) “**Exclusions**” means any time that the Platform Services are not accessible due to:
 - Customer’s misuse of the Platform Services or failure to adhere to any policies, procedures, or required configurations for the Platform Services, including without limitation a violation of the Agreement;
 - periods that Sierra and Customer agree in advance to take the Platform Services offline;
 - external network or equipment problems beyond Sierra’s reasonable control, such as any issue in Customer’s or its Authorized Users’ or end-users’ hardware, software, systems, networks, Internet connectivity, configurations or other equipment, services, or infrastructure required for Customer and its Authorized Users to access and use the Platform Services;
 - force majeure events or other causes beyond Sierra’s reasonable control;
 - issues related to Third-Party Services or other external applications, systems or services;
 - an outdated or unmodified version of the Platform Services, where Sierra has advised Customer to update or modify its use of the Platform Services;
 - emergency maintenance of the Platform Services;
 - an emergency suspension of the Platform Services due to a Security Incident;
 - a suspension of the Platform Services by Sierra to the extent permitted under the Agreement; or
 - any preview, pre-release, beta or trial version of a Platform Service.
- (c) “**Scheduled Downtime**” means the period of time that the Platform Services may not be accessible for scheduled maintenance for which Sierra notifies Customer reasonably in advance (which may be provided via email).
- (d) “**Unscheduled Downtime**” means any time that the Platform Services are not able to receive and process requests from the Customer and its Authorized Users, as measured by Sierra’s monitoring and logging infrastructure, other than Scheduled Downtime and any period attributable to Exclusions.

- 2. **Minimum Service Availability.** Availability of the Platform Services will be at least 99.9% in each calendar month (“**Minimum Service Availability**”). Sierra will endeavor to implement Scheduled Downtime during off-peak hours.
- 3. **Service Credits.** If the Availability of the Platform Services is less than the Minimum Service Availability during any calendar month during the Term (a “**Deficient Month**”), Customer will be entitled to request a credit against Fees payable for the following calendar month equal to the “**Service Credit Amount**”, calculated as follows:

Service Credit Amount in Deficient Month = the pro-rated amount of Fees pre-paid by Customer for Resolutions (as defined in the applicable Order Form) attributable to that Deficient Month *multiplied by* the Service Credit Percentage applicable to the Availability during that Deficient Month, as set forth in the table below. Service Credit Amounts have no cash value. In order to receive Service Credit Amounts, Customer must request them by providing Sierra with a written request, together with supporting written documentation reasonably sufficient for Sierra to verify the request, within seven (7) days of the end of the applicable Deficient Month.

% Availability per Calendar Month	Service Credit Percentage
< 99.9% – ≥ 99.0%	5% credit
< 99.0% – ≥ 95.0%	10% credit
< 95.0% – ≥ 90.00%	15% credit
< 90.00%	25% credit

4. **Termination.** If Sierra fails to meet the Minimum Service Availability under an Order Form in three (3) or more consecutive calendar months, Customer may terminate the applicable Order Form upon written notice to Sierra.

B. SUPPORT AND ERROR CORRECTIONS

1. Definitions.

- (a) **“Error”** means a reproducible failure of the Platform Services to substantially conform to the Documentation. Errors reported by Customer to Sierra’s support team will be assigned a Severity Level in accordance with the chart in Section B.4 below.
- (b) **“Maintenance Release”** means a revision of the Platform Services released by Sierra to its customers generally, to correct Errors in the Platform Services or to maintain the operation of the Platform Services in accordance with the Documentation.

2. **Technical Support.** Sierra will provide reasonable technical support to Customer by electronic mail (or such other channel agreed between the Parties in writing) in connection with its use of the Platform Services seven (7) days a week between 9:00 a.m. to 5:00 p.m. in the time zone of Customer’s address set forth in the applicable Order Form (or, if none is designated, Pacific Time) (**“Support Hours”**), excluding public holidays observed by Sierra in the jurisdiction of the designated time zone. Customer may initiate a helpdesk ticket during Support Hours by emailing support@sierra.ai. All support will be provided in English.

3. **Error Reporting.** Customer may, on identifying any Error, contact Sierra at the contact information provided above and provide to Sierra a notice of each such Error in the Platform Services, including an explanation describing the Error in reasonable detail (**“Error Notice”**). Before initiating any Error Notice or any other support request, Customer (and its own personnel responsible for information technology support) will first attempt to resolve the Error or other request generating the need for such support.

4. **Severity Levels and Response Time.** Sierra’s support team will prioritize and respond to Errors reported by Customer according to the severity levels and within the time frames in the chart below:

Severity Level	Target Response Time
P0: The Platform Services are severely impacted or completely shut down; a major operational function is unavailable that prevents use of the Platform Services; or a critical interface has failed.	2 business hours
P1: The Platform Services are functioning with limited capabilities, or are unstable with periodic interruptions, or a major operational function or critical interface of the Platform Services has experienced periodic system interruptions.	4 business hours
P2: A non-critical function or interface has malfunctioned, and there is no material impact on the functionality of the Platform Services.	1 business day

P3: Any non-critical or low-priority support requests, such as feature questions, non-critical bug reports, reports of performance/load times, or feedback.	2 business days
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5. Customer Obligations. Customer will reasonably cooperate with Sierra as reasonably requested by Sierra, including sharing any error messages or other technical information with Sierra, and assisting Sierra with reproducing the Error on Sierra's systems. For clarity, Sierra has no obligation to remediate Errors that arise from any use of the Platform Services beyond the scope of their intended use, or to create additional features for the Platform Services or modify the Platform Services beyond the scope of their current functionality and intended purposes.

6. Maintenance Releases. During the term of the applicable Order Form, Sierra will make the Maintenance Releases available to Customer when Sierra makes any such Maintenance Release generally available to its customers. Each Maintenance Release will be accompanied by a release notice detailing any issues resolved.

C. GENERAL. Any breach of the Minimum Service Availability will not be deemed a breach by Sierra of the Agreement. Sierra's issuance of Service Credit Amounts and the termination right set forth in Section A.4 constitute Sierra's sole liability and entire obligation, and Customer's exclusive remedy, for any failure to comply with Sierra's obligations under these Support Terms. Customer may not unilaterally offset any Fees for any performance or availability issues of the Platform Services. Notwithstanding anything to the contrary in the Agreement, Sierra reserves the right to update these Support Terms from time to time, as indicated by the "Last Updated" date above.