

THIS LICENCE AGREEMENT is made and effective as of the Commencement Date listed in the Order Form by and between **CROWLEY CARBON LIMITED** a limited company organized and existing in Ireland with a registered address at Powerscourt House, Powerscourt Estate, Enniskerry, Co Wicklow, Ireland and company number 477334 ("**Licensor**") and the Party listed as the Licensee on the Order Form ("**Licensee**") (each a "**Party**" and together the "**Parties**").

IT IS AGREED:

1. Definitions and Interpretation

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with either of the Parties. For the purpose of this definition, "**control**" means direct or indirect ownership or control of more than 50% of the voting interests of the relevant Party.

"Agreement" means this License Agreement including the Order Form and these Terms and Conditions.

"Authorised Users" means those employees, agents and independent contractors of Licensee who are authorised by Licensee to use the Services in accordance with clause 7.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

"Business Hours" means the hours between 9am and 5pm on a Business Day.

"Commencement Date" means the date listed as such in the Order Form.

"Confidential Information" means information provided or made available by one Party to the other Party in relation to this Agreement, including the existence and contents of Agreement; information relating to the Services, correspondence, intellectual property including trade secrets, either Party's current and future products and customers, technical knowledge, know-how, formulae, processes, techniques, data and data systems, current and future suppliers, markets, sales, prices, accounts, finances, forecasts, projections, prospects, organisation, business, policies, practices, transactions, the marketing or promotion of any product.

"Customer" has the same meaning as "Licensee" in the Agreement.

"Customer Cause" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit or the Agreement, specified in the then-current Documentation, or otherwise authorized in writing by Provider: (a) any grossly negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software by Customer; (b) any maintenance, update, improvement or other modification to or alteration of the Software by Customer; (c) any use of the Software by Customer in a manner inconsistent with the then-current Documentation; or (d) any use by Customer of any Third-party Products that Provider has not approved or provided or caused to be provided to Customer.

"Customer Site" has the same meaning as "Designated Site" in the Agreement.

"Customer Systems" means Customer's information technology infrastructure, including Customer's computers, software, databases, electronic systems (including database management systems) and networks.

"Dashboard" means the part of CLARITY which will be made accessible to the Authorised Users.

"Error" means any reproducible failure of the Software to operate in all material respects in accordance with the Agreement, including any problem, failure or error referred to.

"Data Protection Legislation" means any applicable laws concerning the protection of personal data or privacy to which the applicable Party is subject, including: (i) the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**"); (ii) the Data Protection Acts 1988 to 2018, and any other legislation which implements the GDPR; (iii) the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011; (iv) any other legislation which implements the European Community's Directive 2002/58/EC; and (v) any guidance and / or codes of practice issued by the Irish Data Protection Commission or the European Data Protection Board.

"Disclosing Party" means the Party that discloses Confidential Information under (or in anticipation of entering into) this Agreement.

"Intellectual Property Rights" means any and all trade marks, service marks, rights in get up, trade names, business names and domain names, rights in goodwill (including rights to sue for past, present and future infringements), rights in designs (whether registered or unregistered), copyright and related rights (including rights in computer programs), database rights, semi-conductor topography rights, patents, utility models, trade secrets, know-how, rights in inventions, discoveries and improvements, Confidential Information and all applications to register and rights to apply for registration of any of the foregoing rights, the right to sue for passing off or unfair competition, rights to preserve the confidentiality of information, together with all other rights of a similar or corresponding character which now, or in the future, may subsist in any part of the world.

"IPR Claim" means any claim that:

(a) the provision by the Licensor, or access or use by the Licensee and / or Authorised Users, of the Services; and/or

(b) the grant by the Licensor, or the exercise by the Licensee or Authorised Users, of any licence of, or other rights in relation to, any Intellectual Property Rights under this Agreement,

infringes the Intellectual Property Rights of any third party.

"Licence Fee" means fees payable by Licensee to Licensor for the Services, as set out in the Order Form.

"Licensee Data" means the data inputted by Licensee, Authorised Users, or Licensor on Licensee's behalf for the purpose of using the Services or facilitating Licensee's use of the Services.

"Licensee Intellectual Property" means any Intellectual Property Rights owned by the Licensee or licensed to the Licensee by any third party.

"Order Form" means the order form entered into by the Parties and incorporated as part of this Agreement.

"Personal Data" has the meaning given to that term by Regulation (EU) 2016/679.

"Provider" has the same meaning as "Licensor" in the Agreement.

"Receiving Party" means the Party that receives Confidential Information under (or in anticipation of entering into) this Agreement.

"Renewal Period" has the meaning given to that term in clause 15.1.

"Resolve" and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in Schedule 1, Section 2.2.

"Services" means any products and subscription services, provided by Licensor to Licensee under this Agreement, including CLARITY or any other website or application notified to Licensee by Licensor from time to time, as more particularly described in the Order Form.

"Service Credits" means the service credits specified in Schedule 1, Section 4.

"Service Levels" means the defined Error severity levels and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the **Service Level Table** in Schedule 1, Section 1.

"Support" means the identification, diagnosis and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve Customer's Support Requests reporting these Errors: (a) telephone/e-mail/chat assistance; (b) Remote Services; and (c) access to technical information on the Provider's website for proper use of the Software/Service.

"Support Hours" means the hours between 9.00 am to 5.00 pm prevailing Irish time on days from Monday to Friday, excluding bank holidays within the meaning of the legal regulations having force and effect in Ireland.

"Support Period" means the Term and, if requested by Customer, any period during which Customer transfers the Support Services to an alternate service provider.

"Support Request" has the meaning set forth in Schedule 1, Section 3.1

"Support Services" means Provider's support of the then-current version and release of the Software, including First Line Support and Second Line Support.

"Technical Contact" has the meaning set forth in Schedule 1, Section 3.2.

"Term" means the term of this Agreement set out in the Order Form.

"Terms and Conditions" means these clauses 1 to 21.

"Third-party Products" means all third-party software, computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices.

"Third Party Software" means any software which is used by the Licensor to deliver the Services and which requires the Licensee to enter into a licence agreement with a third party].

"Virus" means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2. In this Agreement:

1.2.1. a reference to:

- (a) a gender includes all genders;
- (b) a company includes any body corporate wherever incorporated;
- (c) the singular includes the plural and vice versa; and
- (d) the word "including" or similar terms shall not imply any limitation.

1.2.2. headings are for ease of reference only and do not affect the meaning of this Agreement;

1.2.3. the rule of construction known as 'contra proferentem' does not apply to the interpretation of this Agreement;

1.3. To the extent of any inconsistency between the constituent parts of this Agreement, the Order Form shall prevail over these Terms and Conditions.

2. License Grant

2.1. Licensor grants to the Licensee, for the Term, a non-exclusive, non-transferable, non-sublicensable, limited license to use, and permit the Authorised Users to use, the Services (including the Dashboard) to monitor and control the energy usage of all Designated Sites listed in the Order Form, subject to the terms and conditions set out in this Agreement.

2.2. Licensee will have access only to the Dashboard and not to the entire CLARITY platform.

3. Licensee's Obligations

3.1. Licensee shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement:

3.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or CLARITY in any form or media or by any means;

3.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or CLARITY;

3.1.3. remove, obliterate or alter any copyright, proprietary or similar notices on or in the Services;

3.1.4. access all or any part of the Services in order to build a product or service which competes with the Services or CLARITY;

3.1.5. use the Services for purposes of monitoring the availability, performance or functionality of the Services or for any other benchmarking or competitive purposes;

3.1.6. use the Services to provide services to third parties;

3.1.7. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users;

3.1.8. attempt to obtain, or assist third parties in obtaining, access to the Services or CLARITY, other than as permitted under the Agreement; or

3.1.9. use the Services other than in accordance with the terms of the Agreement,

3.2. unless the Licensor has provided its prior written consent to do so.

3.3. Licensee shall not use the Services to access, store, distribute or transmit any Harmful Code, or any material that:

- 3.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 3.3.2. facilitates illegal activity;
- 3.3.3. depicts sexually explicit images;
- 3.3.4. promotes unlawful violence;
- 3.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or
- 3.3.6. is otherwise illegal or causes damage or injury to any person or property.
- 3.4.** Licensee shall:
 - 3.4.1. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Licensor;
 - 3.4.2. obtain and maintain any equipment and ancillary services needed to connect to, access or otherwise use the Services, including modems, hardware, servers, software, operating systems, networks, web servers and the like (collectively, "**Equipment**");
 - 3.4.3. maintain the security of the Equipment, accounts, passwords (including but not limited to administrative and user passwords) and files, and be responsible for all uses of the Equipment with or without the Licensee's knowledge or consent;
 - 3.4.4. provide Licensor with all necessary co-operation in relation to this Agreement; and all necessary access to such information and the Designated Sites as may be required by Licensor in order to provide the Services, including but not limited to Licensee Data, security access information and configuration services;
 - 3.4.5. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
 - 3.4.6. carry out all other Licensee responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Licensee's provision of such assistance as agreed by the Parties, Licensor may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 3.4.7. ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and comply with all other terms and conditions of this Agreement;
 - 3.4.8. obtain and maintain all necessary licences, consents, and permissions necessary for Licensor, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
 - 3.4.9. ensure that its network and systems comply with any relevant specifications provided by Licensor from time to time; and
 - 3.4.10. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Licensor's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Licensee's network connections or telecommunications links or caused by the internet.
- 3.5.** Licensee will be responsible for any breach of this Agreement by any Authorised User, any of Licensee's personnel (including its employees and contractors), or any other persons to whom the Licensee makes the Dashboard or the Services available.
- 3.6.** Notwithstanding anything to the contrary in this Agreement, the Licensor may immediately suspend the Licensee's access to the Services if any use of the Services by Licensee or any Authorised User (or by any other person whom Licensee, either deliberately or not, gives access to the Services) in breach of this Agreement that in Licensor's judgment threatens the security, integrity or availability of CLARITY.

- 3.7.** If the Licensor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Licensee, its agents, subcontractors, consultants or employees, the Licensor shall not be liable for any costs, charges or losses sustained or incurred by the Licensee that arise directly or indirectly from such prevention or delay.

4. Licensor's Obligations

- 4.1.** The Licensor shall use commercially reasonable endeavours to make the Services available on a 24/7 basis, but the Licensee acknowledges that there will be outages from time to time in respect of:
 - 4.1.1. planned maintenance carried out during maintenance windows communicated to the Licensee by the Licensor in advance; and
 - 4.1.2. unscheduled maintenance, provided that the Licensor has used reasonable endeavours to give the Licensee notice in advance.
- 4.2.** Licensor will, as part of the Services and at no additional cost to Licensee, provide Licensee with Licensor's standard customer support and troubleshooting services as set out in the Order Form.
- 4.3.** Licensor shall implement commercially reasonable measures to ensure that it does not send, transmit or provide to the Licensee any Virus or any material which could otherwise adversely affect the Licensee's computer systems.
- 4.4.** The Services will be performed substantially in accordance with this Agreement and with reasonable skill and care, save to the extent of any non-conformance which is caused by use of the Services contrary to Licensor's instructions, or modification or alteration of the Services by any party other than Licensor or Licensor's duly authorised contractors or agents.
- 4.5.** The Licensee's sole remedy for the Licensor's failure to comply with clause 4.4 is to require the Licensor to re-perform the relevant Services.
- 4.6.** Licensor is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Licensee acknowledges and agrees that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.7.** Licensor may modify the CLARITY Platform (including its functionality, data formats and other matters) and the Services from time to time, provided any such modifications do not substantially impact on the provision of the Services.
- 4.8.** Licensor may suspend the Services where it has a reasonable basis to believe that: (i) there is a suspected denial of service attack or other attack on the Platform (or other event that Licensor determines, in its reasonable discretion, may create a risk to the CLARITY Platform, the Licensee, any third party Authorised User or any other third party) which necessitates the suspension of the Services; (ii) if Licensee breaches this Agreement; (iii) if Licensee has failed to pay the Fees within forty-five (45) days of the start of the relevant subscription month; (iv) any Authorised User is in breach of the Terms of Service (although suspension will be limited to that Authorised User only); or (v) access to or use the Services is prohibited by law in a relevant jurisdiction or Licensor determines that it is necessary or prudent to do so for legal or regulatory reasons.
- 4.9.** Licensor will use all reasonable efforts to ensure that any periods for which the Services are suspended are limited to the extent required to specifically address such causes for suspension and Licensor will only suspend the Services for such period as the cause for such suspension persists.

- 4.10. In the event that the Services or suspended pursuant to clause 4.9 above, Licensor will have no liability to Licensee, any Authorised Users or any other third party for any losses, liabilities or damages arising from such suspension.
- 4.11. In the event that Licensor fails to provide the Services in accordance with clause 4.3 herein, and Licensee is not in breach of this Agreement, Licensee's sole and exclusive remedy will be a credit of 5% of the Fees in respect of the relevant calendar month for each whole hour of unavailability of the Services. The maximum total credit for the relevant month pursuant to this clause 4.11 will not exceed 75% of the Fees for that month. Any credits will not be carried forward to subsequent billing periods.
- 4.12. Licensor's liability in relation to any warranty or condition implied into this Agreement by law which cannot be excluded, is limited to the re-supply of the Services or payment of the cost of having the Services re-supplied.

5. Avoidable Costs

- 5.1. Licensor will report on avoidable costs in the manner specified in the Order Form based on the state of the Designated Sites and the Licensee's plant and machinery which was in place on the Commencement Date.
- 5.2. Licensee must provide all metering equipment which will input to CLARITY and Licensee will be responsible for the metering equipment operating as designed. Avoidable costs reported by Licensor are contingent on the metering equipment operating as designed.
- 5.3. In many cases, the energy savings will be contingent on Licensee adopting improvements or maintenance changes reported by CLARITY. Licensor will not be liable for any loss that arises as a result of any failure or delay on the part of Licensee to adopt the improvements and any operational changes identified by CLARITY.

6. Warranties and Indemnities

- 6.1. The Licensor provides the Services on an "as-is" basis, and all warranties in relation to the Services, whether express or implied, are excluded. In particular, the Licensor does not warrant that the Services will be uninterrupted, error-free or will meet the Licensee's requirements.
- 6.2. The Licensor makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the use of, or correspondence with, any third party content which the Services may enable or assist the Licensee to access or engage with, including any third party's failure to provide such content.
- 6.3. The Licensee shall indemnify and keep indemnified the Licensor, its board members, officers, employees and agents (both during and after the Term) from and against:
- 6.3.1. all actions, proceedings, costs, claims and demands occasioned by or arising out of any breach by the Licensees, its Authorised Users, agents, employees, partners or officers of any statutory or other regulatory provision, notice, bye-law, direction or order; and
- 6.3.2. all claims, losses (including indirect or consequential loss), damages, costs and expenses (to include legal costs and expenses) which the Licensor may suffer as a result of, any breach of the terms of this Agreement by the Licensee, its Authorised Users, agents, employees, partners or officers.
- 6.4. Subject to the limitations on liability set out in clause 16, the Licensor shall indemnify and keep indemnified the Licensee for and on behalf of itself and its officers, directors and employees against any losses suffered or incurred by the Licensee or its

officers, directors or employees as a result of, or in connection with, any IPR Claim, provided that:

- 6.4.1. the Licensee must give the Licensor prompt written notice of the IPR Claim (following the Licensee becoming aware of the IPR Claim);
- 6.4.2. the Licensor may elect to have control of the defence of proceedings relating to the IPR Claim and all negotiations for its settlement (save that the Licensor must obtain the Licensee's prior written consent prior to agreeing any settlement);
- 6.4.3. the Licensee must provide the Licensor with such assistance as it reasonably requests in conducting the defence of the IPR Claim (at the Licensor's expense); and
- 6.4.4. the Licensee must not make any admission of liability, or agree to any settlement or compromise, in relation to the IPR Claim without the prior written agreement of Licensor.
- 6.5. If any IPR Claim is made, the Licensor may, at no cost to the Licensee and without prejudice to the Licensor's obligations under clause 6.4:
- 6.5.1. procure the right for the Licensee and the Authorised Users to continue accessing and using the Services as affected by the IPR Claim;
- 6.5.2. replace, re-perform or modify (as applicable) the Services so that it becomes non-infringing provided that this does not negatively affect the performance or functionality of the Services; or
- 6.5.3. if such remedies are not reasonably available, terminate this Agreement on thirty (30) days' written notice to the Licensee.
- 6.6. The Licensor shall have no liability to the Licensee with respect to infringement or misappropriation of Intellectual Property Rights arising out of:
- 6.6.1. modifications to the Services by anyone other than the Licensor or one of its sub-contractors;
- 6.6.2. the Licensee's use of the Services in combination with other software or equipment if such combination or other software or equipment gives rise to the infringement;
- 6.6.3. the Licensee's failure to use any new or corrected versions of the Services made available by the Licensor; or
- 6.6.4. the Licensee's use of the Services in a manner not permitted by this Agreement, or the breach of this Agreement by the Licensee.
- 6.7. Clauses 6.4 to 6.6 state the Licensees sole and exclusive rights and remedies, and the Licensor's entire obligations and liability (and those of its Affiliates, employees, agents, subcontractors and licensors), for any IPR Claim.

7. Authorised Users

- 7.1. Licensee shall ensure that:
- 7.1.1. the maximum number of Authorised Users that it authorises to access and use the Services will not exceed 30.
- 7.1.2. individual login details will not be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User will no longer have any right to access or use the Services;
- 7.1.3. each Authorised User keeps a secure password for his use of the Services, that such password will be changed no less frequently than monthly and that each Authorised User will keep his password confidential; and
- 7.1.4. it maintains a written, up to date list of current Authorised Users and provides such list to Licensor within 5 Business Days of Licensor's written request at any time.

8. Fees and Payment

- 8.1. Licensee shall pay the Licence Fee as set out in the Order Form.
- 8.2. Licensor shall invoice Licensee monthly at Licensee's nominated email address. Licensee will pay Licensor within 30 days of receiving each invoice.
- 8.3. Licensor may increase the Licence Fee at the start of each Renewal Period upon not less than 90 days' prior notice to Licensee and the Order Form will be deemed to have been amended accordingly.
- 8.4. In the event that the Licensee disputes any portion of the Licence Fees, it shall pay the undisputed portion of such Licence Fees to Licensor prior to the due date.
- 8.5. The License Fees and any other amounts payable by the Licensee to the Licensor do not include any domestic or foreign taxes, VAT, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**").
- 8.6. Licensee is responsible for paying all Taxes associated with purchasing the Services. If Licensor holds the legal obligation to pay or collect Taxes for which Licensee is responsible under this clause 8, Licensor will invoice Licensee the net amount including tax and Licensee will pay that amount unless it can provide Licensor with a valid tax exemption certificate authorized by the appropriate tax authority.
- 8.7. Without prejudice to any other right or remedy that the Licensor may have, if the Licensee fails to pay the Licensor on any due date:
- 8.7.1. the Licensor may suspend use of the Services until payment has been made in full; and
- 8.7.2. the Licensor may charge the Licensee interest on unpaid fees at a rate of 3% above EURIBOR from time to time in force from the date on which such amount fell due until payment (whether before or after judgment).
- 8.8. All amounts payable under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.9. If any amount owing by Licensee under this or any other agreement for services between the Parties ("**All Agreements**") is 10 or more days overdue, Licensor may, without limiting its other rights and remedies, immediately suspend the Services and by not less than five days' notice to Licensee may accelerate Licensee's unpaid fee obligations so that all fees owed to the Licensor by the Licensee under All Agreements become immediately due and payable, until such amounts are paid in full.

9. Intellectual Property Rights

- 9.1. Licensor retains all Intellectual Property Rights in CLARITY and the Services and any modifications or derivatives to CLARITY and the Services. Licensees' sole rights to the Services are limited to those set out in this Agreement.
- 9.2. Licensee grants Licensor, Licensor's Affiliates and its contractors a worldwide, limited, non-transferable, non-sublicensable, royalty-free license to access and use any Licensee Intellectual Property and Licensee Data, each as reasonably necessary for Licensor to provide, and ensure proper operation of, the Services and associated systems in accordance with this Agreement. Subject to the limited licenses

granted by this clause 9.2, Licensor acquires no right, title or interest from Licensee under this Agreement in or to use any Licensee Intellectual Property or Licensee Data.

- 9.3. Licensee grants to Licensor, and its Affiliates, a worldwide, perpetual, irrevocable, royalty-free license to use, commercialise and incorporate into Licensor and / or Licensor's Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by Licensee relating to the operation of Licensor's or its Affiliates' services.
- 9.4. Licensor retains the right to use and publish anonymised or summarised data from Licensee's usage of the Services for performance tuning, bench marking and other trend and data analysis activities.

10. Third Party Software

- 10.1. Licensor uses Third Party Software in order to deliver the Services and the Licensee shall permit the Licensor to install such Third Party Software on the Licensee's computer systems.
- 10.2. Licensee shall accept any End User Licence Agreements ("EULAs") or other terms and conditions which are presented to it by Licensor as a condition of using such Third Party Software. If Licensee does not accept such third party terms, it shall inform Licensor and Licensor may terminate this Agreement with immediate effect. By accepting this Licence Agreement, the Licensee hereby accepts the EULA, the terms and conditions of which are set out in the Link contained in Schedule 1 to this Agreement.

11. Licensee Data

- 11.1. Licensee shall own all right, title and interest in and to all of Licensee Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Licensee Data.
- 11.2. Licensor shall back-up Licensee Data which is submitted to the Services in accordance with its then-current back-up policy, as such document may be amended by Licensor from time to time.
- 11.3. In the event of any loss or damage to Licensee Data, Licensee's sole and exclusive remedy against Licensor shall be for Licensor to use reasonable commercial endeavours to restore the lost or damaged Licensee Data from the latest back-up of such Licensee Data maintained by Licensor in accordance with its back-up policy.
- 11.4. Licensor shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data to the extent caused or contributed to by the Licensee any third party other than a subcontractor of Licensor.

12. Confidentiality

- 12.1. Each Receiving Party must:
- 12.1.1. keep confidential, and not use for its own purposes or disclose to any third party any Confidential Information of the Disclosing Party which may become known to the Receiving Party from the Disclosing Party; and
- 12.1.2. use the same degree of care (but not less than reasonable care) to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own Confidential Information of similar kind.
- 12.2. The Receiving Party may use or disclose Confidential Information to a third party if and to the extent that:

- 12.2.1. it is required to do so by law, regulatory requirements or the rules of any registered securities exchange;
- 12.2.2. the relevant Confidential Information has come into the public domain, otherwise than through a breach of confidentiality obligations by the Receiving Party;
- 12.2.3. the disclosure is to its legal counsel, professional advisers, auditors or bankers, provided that such persons are subject to appropriate obligations of confidentiality;
- 12.2.4. the disclosure is made to any of its directors, board members, other officers, employees and sub-contractors to the extent that disclosure is reasonably necessary for the purposes of this Agreement and such persons are subject to appropriate obligations of confidentiality;
- 12.2.5. the Disclosing Party has consented to such use or disclosure.
- 12.3. If any disclosure is required to be made in accordance with clause 12.2.1, the Receiving Party must resist such disclosure to the maximum extent permitted by law and notify the Disclosing Party prior to making any such disclosure.
- 12.4. If any disclosure is made in accordance with clause 12.2.3 or 12.2.4, the Receiving Party shall be responsible for the acts and omissions of its discloses in relation to the Confidential Information as though they were the acts and omissions of the Receiving Party.

13. Data Protection

- 13.1. Both Parties shall comply with all applicable requirements of the Data Protection Legislation.
- 13.2. The Licensee shall not instruct the Licensor to act as a 'processor' under the Data Protection Legislation, and shall not provide the Licensor with any Personal Data in connection with the Services except as specifically requested by the Licensor.
- 13.3. To the extent that the Licensee provides Personal Data to the Licensor for the Licensor's own purposes (including the names of the Authorised Users), the Licensee warrants that it has collected such Personal Data, and such disclosure is made, in accordance with applicable Data Protection Legislation.

14. Audit and Inspection

- 14.1. The Licensor may monitor the Licensee's use of the Services to ensure compliance with the terms of the Agreement.
- 14.2. During the Term but no more regularly than four times in any calendar year, the Licensee (or its appointed representative) may audit usage of the Services by the Licensee, including by carrying out an inspection of the Designated Site(s) and the Licensee's hardware and records, remotely accessing the Services or by providing self-audit questionnaires which the Licensee shall complete within a reasonable time.
- 14.3. No later than 20 calendar days following the completion of any audit in connection with clause 14.2, the Licensor shall provide to the Licensee a report setting out the results of such audit.
- 14.4. If an audit in accordance with clause 14.2 reveals that the Licensee is in breach of any of its obligations under this Agreement:
 - 14.4.1. the Licensee shall reimburse the Licensor for the costs of such audit; and
 - 14.4.2. in the event that the audit reveals that the Licensee has allowed use of the Services by individuals that are not Authorised Users, the Licensee shall promptly pay the Licensor such additional Licence Fees as are necessary in order to cover the use of the Services by such additional individuals in each case starting from the date on which the relevant individual started to access the Services.

15. Term and Termination

- 15.1. This Agreement commences on the Commencement Date and will continue for the Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless:
 - 15.1.1. either Party notifies the other Party in writing that it does not wish to renew this Agreement, not less than 30 days before the end of the Term or any Renewal Period, in which case this agreement will terminate upon the expiry of the applicable Term or Renewal Period; or
 - 15.1.2. otherwise terminated in accordance with the provisions of this Agreement.
- 15.2. Either Party may terminate this Agreement immediately if the other Party:
 - 15.2.1. is in material breach of any of the obligations, agreements, terms and conditions of this Agreement;
 - 15.2.2. fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
 - 15.2.3. repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
 - 15.2.4. becomes insolvent or unable to pay its debts as they fall due; is subject to any liquidation, receivership, examinership, administration or similar procedure in any jurisdiction; enters into any composition or arrangement for the benefit of its creditors; or takes any step toward any of the above;
- 15.3. Termination or expiry of this agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 15.4. Upon termination or expiry of this Agreement:
 - 15.4.1. all rights granted to the Licensee to receive the benefit of the Services will cease;
 - 15.4.2. the Licensee must immediately pay to the Licensor any sums due to the Licensor under this Agreement;
 - 15.4.3. the Licensor must immediately destroy or return to the Licensor (at the Licensor's option) all copies of any Licensor software then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so;
 - 15.4.4. the Licensor shall use reasonable endeavours to delete all Licensee Data within its control within 30 days of termination; and
 - 15.4.5. any clauses which are expressly or impliedly intended to survive the termination or expiry of this Agreement, including clauses 1, 9, 11, 12, 15, 16, 18, 20 and 21, shall do so.

16. Limitation of Liability

- 16.1. Licensee assumes sole responsibility for results obtained from the use of the Services by Licensee, and for conclusions drawn from such use. Licensor will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Licensor by Licensee in connection with the Services, or any actions taken by Licensor at Licensee's direction.
- 16.2. Notwithstanding anything contained in this Agreement, in no event will Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of CLARITY with Licensee's computer programs or computer systems.

16.3. In no event will the aggregate liability of either Party arising out of or related to this Agreement, exceed an amount equal to the total amount of Licence Fees paid and payable by the Licensee for the Services during the Term. This limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Licensee's payment obligations under clause 8.

16.4. In no event shall Licensor have any liability arising out of or related to this Agreement for any lost profits, revenues, good will, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if Licensor have been advised of the possibility of such damages.

16.5. The limitations and exclusions of liability set out in this clause 16 shall not apply to:

16.5.1. any claim arising out of death or personal injury caused by a Party's negligence;

16.5.2. a Party's fraud or fraudulent misrepresentation, or wilful misconduct;

16.5.3. any breach by the Licensee of clause 9 or clause 12; or

16.5.4. any other liability which cannot be limited or excluded by law.

17. Change Control

17.1. The Licensee acknowledges that the Licensor may modify the features and functionality of CLARITY and the Services as part of the ongoing development of CLARITY and the Services. The Licensor shall use commercially reasonable endeavours to ensure that any such modification does not adversely affect the Licensee's use of the Services.

17.2. Except as set out in this clause 17, no variation to this Agreement shall be effective unless documented in writing and signed by both Parties.

18. Dispute Resolution

18.1. If any dispute or difference ("**Dispute**") between the Parties arises out of or in relation to this Agreement, either Party may notify the other of the existence of such a dispute and require it to be dealt with in accordance with this clause 18 ("**Notification**").

18.2. The Parties agree that upon delivery of a Notification they must in the first instance attempt to resolve any such Dispute through good faith negotiations between employees, executives or other representatives the Parties who have authority to settle the Dispute.

18.3. In the event the Dispute is not resolved through the process identified at clause 18.2 within 7 days of the Notification, the Parties agree that the Dispute will be resolved by arbitration in Dublin, Ireland in accordance with the Arbitration Act 2010, before a single arbitrator selected by the Licensor. The language of the arbitration will be English.

18.4. No Party may commence any court proceedings in relation to the Dispute until it has completed the dispute resolution process set out in this clause 18, provided that nothing in this clause will prevent a Party from seeking urgent interlocutory relief before the courts.

19. Force Majeure

Licensor will have no liability to Licensee under this Agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events,

omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Licensor or any other party), failure of a utility service, third party software provider or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Licensee is notified of such an event and its expected duration.

20. Notices

20.1. Any notice given to a Party under or in connection with this Agreement must be in writing and must be:

20.1.1. delivered by hand, regular post or by pre-paid first-class post at its registered office (if a company) or its principal place of business (in any other case);

20.1.2. sent by fax to its main fax number; or

20.1.3. sent by email to the relevant email address specified in the Order Form.

20.2. Any notice will be deemed to have been received on the earlier of actual receipt, or:

20.2.1. if delivered by hand, on signature of a delivery receipt;

20.2.2. If sent by regular post, at 9am on the second Business Day after posting;

20.2.3. if sent by regular post, pre-paid first-class post or other next working day delivery service, at 9am on the second Business Day after posting;

20.2.4. if sent by fax, at 9.00 am on the next Business Day after transmission; or

20.2.5. if sent by email, at 9.00 am on the next Business Day after transmission.

20.3. Each Party must notify the other as soon as reasonably possible if their registered address, fax number, email address or other contact details change.

20.4. Termination notices or any notices of proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution ("**Legal Notices**") may not be delivered by email and must be clearly identifiable as Legal Notices.

21. General

21.1. Failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this Licence Agreement will not operate or be construed as a waiver thereof.

21.2. This Agreement and any disputes arising in connection with it shall be governed by Irish law, and the Parties submit to the exclusive jurisdiction of the courts of Ireland.

21.3. Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement, without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

21.4. Notwithstanding Clause 21.3, if the Licensee is acquired by, sells substantially all of its assets to, or undergoes a change of

control in favour of, a direct competitor of the Licensor, then the Licensor may terminate this Agreement upon written notice. In the event of such a termination, Licensor will refund to Licensee any prepaid fees allocable to the remainder of the Term of all subscriptions for the period after the effective date of such termination.

21.5. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

21.6. This Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them

enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

21.7. This Agreement constitutes the entire agreement between the Parties in relation to the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Agreement.

21.8. This Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

21.9. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

Schedule 1

1. Service Level Table

SERVICE LEVEL TABLE		
Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
<p>Critical Failures: An Error that:</p> <p>(a) disrupts the operations of the network or other systems on the network; or</p> <p>(b) requires Software to be shut-off; or</p> <p>(c) disables the ability of operators to interface with the Software</p>	<p>Provider shall acknowledge receipt of a Support Request within 24 hours (during Business Days) and 48 hours (out of Business Days)</p>	<p>Provider shall Resolve the Support Request as soon as practicable and no later than 7 days after Provider's receipt of the Support Request.</p> <p>Full resolution no later than 14 days.</p>
<p>Significant Failure:</p> <p>(a) an Error that materially impairs the operation of the Software; or</p> <p>(b) impairs the ability of operators to interface with the Software</p>	<p>Provider shall acknowledge receipt of a Support Request within 24 hours (during Business Days) – 48 hours (out of Business Days)</p>	<p>Provider shall Resolve the Support Request as soon as practicable and no later than 14 days after Provider's receipt of the Support Request.</p> <p>Full resolution no later than 30 days.</p>
<p>Minor Error:</p> <p>An isolated or minor Error in the Software that meets each of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions;</p> <p>(c) does not materially affect Customer's use of the Software</p>	<p>Provider shall acknowledge receipt of the Support Request within 48 hours (during Business Days) – 72 hours (out of Business Days)</p>	<p>Provider shall Resolve the Support Request as soon as practicable after Provider's receipt of the Support Request.</p> <p>Full resolution no later than 60 days.</p>

22. Support Services

Support Services. Provider shall perform all First Line Support, Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Exhibit and the Agreement, including the Service Levels and other Provider obligations set forth in this Schedule 1, Section 1.

22.1. Support Service Responsibilities.

Provider shall:

- a) respond to and Resolve all Support Requests in accordance with the Service Levels;
- b) provide unlimited Support to Customer during all Support Hours by means of the telephone number and e-mail address set forth on the Applicable ESPA or EMP Order;
- c) provide Customer with online access to technical support bulletins and other user
- d) support information and forums, to the full extent Provider makes such resources available to its other customers; and
- e) provide to Customer all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

22.2. Service Levels.

Response and Resolution times will be measured from the time Provider receives a Support Request until the respective times Provider has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Provider has corrected the Error that prompted that Support Request and that Customer has confirmed such correction and its acceptance of it in writing. Provider shall respond to and Resolve all Support Requests within the following times based on the severity of the associated Error, subject to the Parties' written agreement to revise such designation after Provider's investigation of the reported Error and consultation with Customer.

22.3. Escalation to Parties' Managers.

If Provider does not respond to a Support Request within the relevant Service Level response time, Customer may escalate the Support Request to the Parties' respective relationship managers identified below and then to their respective senior management.

22.4. Time Extensions.

Customer may, on a case-by-case basis, agree in writing (including by email) to a reasonable extension of the Service Level response or Resolution times.

22.5. Provider Updates.

Provider shall give Customer electronic or other written reports and updates, as reasonably requested by Customer from time to time, of:

- a) the nature and status of its efforts to correct any Error, including a description of the Error and the estimated time of Provider's response and Resolution;
- b) its Service Level performance, including Service Level response and Resolution times; and
- c) the Service Credits to which Customer has become entitled.

22.6. Remote Services.

Provider may provide services to Customer remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software that Provider installs on the Customer Systems ("Remote Services") to assist in analyzing and Resolving any Error reported

by a Support Request during the Support Period. Customer shall give Provider access to the Customer Systems to install and use remote access software necessary for Provider to provide the Remote Services to Customer ("Remote Access Software"). The Remote Access Software contains technological measures designed to collect and transmit to Provider certain diagnostic, technical, usage and related information, including information about the Customer Systems and any Third-Party Products relating to or derived from Customer's use of the Software. The Parties acknowledge and agree that:

- a) Provider may collect, maintain, process and use (i) only such information as it reasonably believes is necessary to assist in analysing and Resolving a Support Request; and (ii) use such information solely to provide the Support Services in accordance with the terms and conditions of this Exhibit and the Agreement;
- b) all or portions of the Remote Access Software may remain on the Customer Systems after a Report Request is Resolved solely for the purposes set forth in Schedule 1 Section 2.6(a); and
- c) nothing in this Schedule 1, Section 2.6 shall derogate from, limit or excuse in any way Provider's obligation to provide on-site Second Line Support in accordance with the terms and conditions of this Agreement.

Provider shall at all times treat any information it collects, maintains, processes or uses under this Schedule 1, Section 2.6 as Customer's Confidential Information and shall comply with all Customer security and encryption requirements notified to Provider in writing.

22.7. Time of the Essence.

Provider acknowledges and agrees that time is of the essence with respect to its performance under this Exhibit and that Provider's prompt and timely performance hereunder, including its performance of the Service Levels, is strictly required.

23. Support Requests and Customer Obligations

23.1. Support Requests

Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in Schedule 1, Section 1 (each a "Support Request"). Customer shall notify Provider of each Support Request by e-mail, telephone or chat or such other means as the Parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error.

23.2. Technical Contact.

Customer shall designate in the Support Request the individual(s) who will act as a direct liaison with Provider and be responsible for communicating with, and providing timely and accurate information and feedback to, Provider in connection with the Support Services (each such individual, a "Technical Contact"). The Technical Contact(s) will be the sole liaison(s) between Customer and Provider in sending Support Requests and communicating with Provider in connection with any matters relating to the provision of the Support Services.

23.3. Customer Obligations.

Customer shall, by and through its Technical Contact(s), provide the Provider with each of the following to the extent reasonably necessary to assist Provider to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and Resolve the relevant Support Request: (a) direct access at the applicable Customer Site to the Customer Systems and the Customer's files, equipment and personnel; (b) output and other data, documents and information, each of which is deemed Customer's Confidential Information as defined in the Agreement; (c) remote access to the Customer Systems in accordance with Schedule 1, Section 2.6, subject to Provider's compliance with all of Customer's security and encryption requirements notified to Provider in writing; and (d) such other reasonable cooperation and assistance as Provider may request.

24. Service Credits

24.1. Service Credit Amounts

If the Provider fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the Customer will be entitled to the corresponding Service Credits specified in the table below (“Service Credits”), provided that the relevant Error did not result from a Customer Cause.

Severity Level of Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
Critical	No Service Credits are Available for Response Time Service Level Failures.	If, having being notified, full resolution is not achieved in 14 days, Licensee may cancel the License for the affected Designated Equipment and receive a refund of 100% of the then current annual Fee for said Designated Equipment.
Significant	No Service Credits are Available for Response Time Service Level Failures.	If, having being notified, full resolution is not achieved in 30 days, Licensee may cancel the License for the affected Designated Equipment and receive a refund of 100% of the then current annual Fee for said Designated Equipment.
Minor	No Service Credits are Available for Severity Response Time Service Level Failures.	No Service Credits are Available for Minor Resolution Time Service Level Failures.

24.2. Compensatory Purpose.

The Parties intend that the Service Credits constitute compensation to Customer, and not a penalty. The Parties acknowledge and agree that Customer’s harm caused by Provider’s delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Provider’s breach of its Service Level obligations.

24.3. Issuance of Service Credits.

Provider shall, for each invoice period under the Agreement, issue to Customer, together with Provider’s invoice for such period, a written acknowledgment setting forth all Service Credits to which Customer has become entitled during that invoice period. Provider shall pay the amount of the Service Credit as a debt to Customer within twenty (20) Business Days of issue of the Service Credit acknowledgment, provided that, at Customer’s option, Customer may, at any time prior to Provider’s payment of such debt, deduct the Service Credit from the amount payable by Customer to Provider pursuant to such invoice.

24.4. Additional Remedies for Service Level Failures.

Provider’s failure to meet the Service Levels for Resolution of any Critical Errors or Significant Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table on at least three occasions in any twelve-consecutive month period will constitute a material breach of the Agreement, upon the occurrence of which Customer may, without limiting the Customer’s right to receive Service Credits under this Schedule 1, Section 4, at its option:

- a) use any previous version or release of the Software in which such Critical or Significant Error does not occur or can be worked around if the then-current Software exhibits an un-Resolved Critical Error or un-Resolved Significant Error, and Provider shall perform all Support Services for such previous version or release until the Provider Resolves such Critical Error or Significant Error for the then-current Software; and
- b) obtain such other remedies as may be available to it under this Exhibit, the Agreement or otherwise at Law or in equity, including the right to terminate this Exhibit and/or the Agreement for material breach in accordance with Section 15.2 of the Agreement.

25. Communications.

In addition to the mechanisms for giving notice specified in Section 20 of the Agreement, unless expressly specified otherwise in this Exhibit or the Agreement, the Parties may use e-mail for communications on any matter referred to herein.

26. Support Services

Level 1. Telephone Help Desk

You must supply to Authorised Users a Level 1 Telephone or Email Help Desk, which will respond queries during standard business working hours. The Help Desk will register issues and route issues that cannot be immediately resolved to Level 2 Clarity Platform Support.

Level 2. Platform Support

We must supply to you the following Support Services during the times outlined in your COMMERCIAL AGREEMENT SCHEDULE 1, Item 10 (“Support Timezone”).

The Support Services that we provide to you under this SSA shall be limited to a monthly limit based on the number of Software Support requests and issues logged by you (“Tickets”). The initial limit shall be 10 Tickets per month in the first 6 months of the term of this SSA, and thereafter it shall be 5 Tickets per month.

Our Support Services obligations set out in this SSA are limited to:

- responding to, and endeavouring to resolve, defects in our provided components of the Platform
- responding to your “how to” questions on the use of the Platform
- installation of available plug-ins needed for the use of the Platform
- issuing of new usernames and passwords for new users of the Platform
- general advice on the administration of the Platform
- advice on how to upload and download information, data, photographs and other materials to the Platform
- advice on the minimum system requirements to access and use the Platform

Our Support Services do not include support for the following:

Platform availability.

- Issues in relation to loss of availability of your provided systems
- Issues in relation to incorrect use of content management functions provided via the Platform (such as, but not limited to, incorrect referencing of pages resulting in page not found errors, broken links, code errors in extended functionality developed by you)
- Internet speed and network traffic issues
- Third party software components and any associated compatibility issues
- Speed or configuration of a user’s local computer or network
- Configuration of printers (other than questions about the configuration of Platform-generated reports).

27. On-line issue tracking

At your written request, we will provide you access to our on-line electronic issue tracking system for Support Service and an email address for level 1 Help Desk support.

Provision of feedback and status reports on the status of any unresolved and resolved issues will be via our online support system.

You will have the ability to electronically generate issues on-line and track progress on-line.

28. Credits

8.1 If we fail to meet our service level obligations in Section 2 of this Schedule, you will (subject to the remaining provisions of this section 8) and as your sole and exclusive remedy with respect to such failure, be eligible for a credit of 5% of the Fees in respect of the relevant calendar month for each failure to meet a Response or Restoration Time.

8.2 Licensor warrants that the SaaS Services will be available for access and use for 99.5% (maximum 3.5 hours outage in each month) of the time during each calendar month during the Term. This warranty excludes unavailability due to: (i) scheduled maintenance, of which Licensor will use reasonable efforts to notify Licensee in advance; (ii) faults or outages in equipment, software or systems provided by Licensee (or provided by a third party on Licensee's behalf), but does not exclude unavailability due to faults or outages in equipment, software or systems provided by Licensor (or provided by a third party on Licensor's behalf); or (iii) acts or omissions of Licensee or an Authorised User or third party in breach of this Agreement.

8.3 To receive a credit, you must: (a) contact the our account representative in writing within thirty (30) days following the failure; and (b) show by its written records that your use of the Platform was adversely affected in some material way as a result of the defect.

8.4 Notwithstanding anything in this Schedule 2 to the contrary, the maximum total credit for the relevant month shall not exceed 75% of the Fees for that month. Credits will not be carried forward to future billing periods.

8.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY BY THIS AGREEMENT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF.

29. Updates

We will update the Platform and associated functionality in several forms and endeavour to perform these tasks at times that cause the least amount of impact to the extent reasonably practical to do so:

- Emergency patch release

Performed on very short notice to rectify a critical issue in the Platform. We will, where feasible, provide details of the changes and advise when the changes will be implemented and any associated down time.

- Patch release

Performed on short to medium notice to rectify issues prior to a scheduled Platform release. We will provide details of the changes and advise as to when the changes will be implemented and any associated down time. There will be an opportunity for you to request a deferral of a planned Platform release if we have advised in writing of significant business impact that may be caused and if we agree to re-schedule the Platform release.

- Platform release

Performed as part of Scheduled Maintenance in a given month. We will provide details of the changes and advise as to when the changes will be implemented and any associated down time. There will be an opportunity for you to request a deferral of a planned Platform release if we advise in writing of significant business impact that may be caused and if we agree to re-schedule the Platform release.

Updates shall not include any releases, enhancements, functionality or products which we license separately or charge for separately.

30. Device Support Services

10.1 Devices will be monitored for faults on a 24x7 basis.

10.2 In the event of a fault being detected, we will undertake the following procedure:

- Remotely diagnose any issues;
- If the fault is not rectified within 24 hours elapsed time, contact the nominated representative for the local site, to request onsite environmental inspection to identify any physical issues or impediments to the Device or network equipment;
- If the nominated representative is un-contactable, or if environmental inspections are unable to rectify the fault, we will send a formal notice of Device failure to the nominated representative that this Device has ceased to provide data to the Platform;
- You may arrange for a faulty Device to be returned to us via the standard returns process (shipping at your cost), we will replace the Device with an equivalent, ship it to your site (shipping at your cost) and assist you to commission it into your account, using all reasonable effort to maintain continuation of data reporting in line with historical information; and
- You acknowledge that in the event of Device failure, data acquisition for the period until the Device is replaced will be incomplete.

31. Other services

11.1 We will provide further reasonable support services to you in connection with the Platform as agreed between the licensee and licensor from time to time. Those additional services shall be provided at the hourly rates set out with the licensor. You agree that we may, acting reasonably, review and increase those fees once per year.

11.2 If we agree to provide such additional support services to you, you will pay for our time spent in increments of 15 minutes (each task shall be rounded up to the nearest 15 minutes). Our invoice shall show each task to which a charge relates and the time spent on each task.

11.3 Any fees to be paid by you in relation to additional support services shall be invoiced in arrears and are payable by you within 30 days of receipt of our invoice

