Hiview3 Software Support Terms and Conditions

This agreement ("Service Contract") is made and entered into by and between Catalyze Limited ("Company") and the customer ("Customer") identified on the related purchase order ("Purchase Order") for the provision of the services related to the Company's Hiview3 software sold to the Customer ("Software").

1. **Services.** During the Term of this Service Contract, and in exchange for Customer's payment of the agreed to fee, the Company shall provide to Customer the following services ("Covered Services"):

    a. **Repair.** The repair or otherwise correction of any material reproducible failure or malfunction of the Software. A failure or malfunction shall be "material" if it represents a substantial nonconformity with the Company's current published specifications for the Software and the Company determines that such error or malfunction substantially interferes with the Customer's normal use of the Software.

    b. **Customer Support.** Telephone and email customer support during normal business hours (09:00 to 17:30 Greenwich Mean Time (GMT)) on normal business days, excluding English public holidays. Reasonable telephone and email support shall be available only to those employees of the Customer who have been trained in the use of the Software.

    c. **Software Improvements.** The Company may provide, at the Company's discretion, further releases relating to the Software, including service pack updates. Any such releases, when delivered, shall become part of the Software and shall be maintained in accordance with this Service Contract.

    d. **Service Limitations.** The Customer agrees to follow the operation procedures published by the Company, including procedures for routine maintenance. The Company shall have no obligation to support the Software under the following circumstances:

        i. Neglect, misuse, accidents, or the failure to perform routine operational maintenance:

        ii. Improper or inadequate adjustment, calibration or operation of the Software;

        iii. Modifications made to the Software without the prior written approval of the Company;

        iv. Failure or fluctuation of electrical power, lightning or static; fire, water spill, flooding, chemical spill, earthquake, military or civil disturbance, or acts of God;

        v. The use of media, supplies or other products not supplied or approved by the Company: or

vi. The use of any equipment, software, or peripherals, which are not part of the Software;

e. **Other Costs.** The Customer shall reimburse the Company at the Company's then-current service call fees, including all labour, parts, accommodation, travel and phone costs, for all work of the Company or its designee incurred in investigating any failure or malfunction that the Company reasonably determines not to be part of the Covered Services.

2. **Limitations.** The Software, and any and all other software, products, or any parts or subassemblies of the foregoing that are not provided by the Company shall be deemed "Non-Covered Equipment." The Company shall have no obligations with respect to Non-Covered Equipment; moreover, and notwithstanding anything herein to the contrary, the Company shall have no obligation to provide Covered Services in connection with any Software:

   a. that has been substantially altered by the Customer, including any serial numbers or other identifying markings;

   b. that does not incorporate all of the Company's engineering improvements or other fixes that the Company requests the Customer to implement;

   c. that incorporates Non-Covered Equipment or has Non-Covered Equipment attached to it;

   d. that has been operated in conditions outside of the Company's specifications as defined in the product operation, installation or maintenance manuals provided with the Software;

   e. that has been repaired or maintained by anyone other than the Company.

3. **Obsolete Products.** Software that is no longer offered for sale or license by the Company ("Obsolete Items") will be maintained and repaired on a reasonable efforts basis by the Company. If the Company determines in its discretion that support and service of such Obsolete Items is no longer reasonable, the Company shall notify the Customer of such determination and such Obsolete Item shall be deemed not to be Software or available for the Covered Services.

4. **Billable Services.** All services performed by the Company for the Customer, which are not Covered Services ("Billable Services") shall be billable to and paid by the Customer at the Company's then current service call fees, including all labour, parts, accommodation, travel and phone costs.

5. **Limited Warranty.** The Company warrants that it will render the services hereunder in a good and workmanlike manner. As the Company's sole responsibility and the Customer's exclusive remedy in the event of any material failure to meet such standard, the Company shall make a reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing in accordance with the Company's standard procedures within thirty (30) days after delivery or the date of the required delivery of the pertinent services at issue. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE COVERED SERVICES. THE COMPANY SPECIFICALLY DISCLAIMS. WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6. **Limitation of Liability**. The total liability of the Company (including its employees, agents, subcontractors and suppliers) for all claims, whether in contract, tort (including negligence,

product liability and strict liability), or otherwise, arising out of, connected with, or resulting from any performance or on performance hereunder shall not exceed the lesser of the total fees paid by the Customer to the Company allocable to the services that give rise to the claim, or the cost of the Software as reflected on the Purchase Order. In no event shall the Company be liable for any incidental, consequential, indirect, or special damages (including, without limitation, damages for lists of revenue, cost of capital, claims of customers for service interruptions or failure of supply, and costs and expenses incurred in connection with labour, overhead, transportation, installation, or removal of equipment or programming or substitute facilities or supply sources), even if the Company has been advised of the possibility of such damages.

7. **Term.** The term of this Service Contract shall commence on the date the Company receives an authorized Purchase Order from the Customer, and shall continue for a period of one (1) year from that date ("Initial Term") and for additional one-year renewal periods until this Service Contract is terminated as provided herein (the Initial Term and such renewal periods constitute the "Term"). At the end of the Initial Term or any subsequent renewal period, the Customer's obligation to make the payment of the Support Contract fee will automatically renew unless either party provides to the other party at least thirty (30) days written notice of its intent to terminate prior to the end of the Term. The Company will forward the invoice for each subsequent Support Contract approximately thirty (30) days prior to the end of the preceding term. In the event that Customer fails to renew the Service Contract by payment of the applicable fee before expiration of the Term, the Customer may again elect to purchase a Support Contract by paying the then applicable annual fee and such fee as the Company has in place at that time to update the Software to the then current version or release of the Software.

8. **Termination.** The Company may terminate this Service Contract immediately by giving written notice of termination to Customer upon the occurrence of any of the following events:

    a. The Customer defaults in the performance of any material requirement or obligation created by this Service Contract or any other agreement between the Company and the Customer:

    b. The Customer fails to make any payments to the Company within (30) days of its due date;

    c. The Customer ceases doing business, is the subject of any bankruptcy, insolvency, or similar proceeding, becomes insolvent, makes an assignment for the benefit of creditors, or is unable to pay its debts when due, or a receiver is appointed for a substantial part of the Customer's assets, or an action is taken toward the liquidation or winding up of the Customer's business; or suffers a materially adverse change in its financial condition or operations.

No termination of this Service Contract shall release the Customer from any obligation to pay the Company any amount that has accrued or becomes payable at or prior to the date of termination. In no event (including early termination) shall the Company be obligated to return any payments received by the Company hereunder.

9. **Delays.** The time within which the Company obligations are required to be fulfilled hereunder will be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from causes beyond the Company's reasonable control, including without limitation, acts of God, unforeseeable circumstances, acts or omissions of any governmental authority, war riot, revolution, fires, floods, earthquakes, strikes, labour disputes, sabotage, epidemics, failure to obtain timely instructions or information from the Customer, or necessary and proper labour, materials, components, facilities or transportation.

10. **Notices.** Any notice to a party required or permitted hereunder shall be sufficiently given only when provided in writing, and either personally delivered or sent via certified or registered mail to the party's address. The Customer shall give the Company prompt notice of any address change.

11. **Miscellaneous.**

    a. A failure by either party to enforce any right under this Service Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under this Service Contract.

    b. This Service Contract shall obligate and benefit the parties and their respective successors and assigns, provided that no assignment or transfer of any interest in this Service Contract (including sublicense. hypothecation, security interests, and the like) may be made by the Customer without the prior written consent of the Company.

    c. The invalidity of enforceability of any provision of this Service Contract shall not affect the validity or enforceability of any other provision, the remaining provisions being deemed to continue in full force and effect.

    d. This Service Contract is governed by and construed exclusively in accordance with the laws of England. The courts of justice of England shall have exclusive jurisdiction in all matters pertaining to or arising therefrom.

    e. Each party shall act solely as an independent contractor with respect to the other party, and nothing in this Service Contract shall be construed to give either party the power or authority to act for, bind or commit the other party.

    f. This Service Contract is the entire agreement of the parties, and supersedes all prior agreements and communications, whether oral or in writing, between the parties with respect to the subject matter hereof, No amendment or modification of this Service Contract shall be effective unless made in writing and signed by the Company and the Customer. Accordingly, no sales person or field representative of the Company shall be authorized to act or make any commitment for the Company. Parol evidence will be inadmissible to show agreement by and among the parties to any term or condition contrary to or in addition to the terms and conditions contained in this Agreement.