

End User License Agreement

PLEASE READ CAREFULLY THIS END USER LICENSE AGREEMENT ("AGREEMENT") BEFORE INSTALLING OR USING OUR PRODUCTS.

This Agreement is a legal agreement between you ("Licensee") and Basis Technologies International Limited (company number 04809598) of Spencer House, 23 Sheen Road, Richmond, TW9 1BN ("Licensor") and if you do not agree with these terms, or do not have the authority to bind your company, do not install, register or use our products.

Both Parties shall hereinafter be referred to collectively as the "Parties" and individually as "Party".

1. DEFINITIONS AND INTERPRETATION

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

- a. "Authorized Employees" shall mean those employees and approved contractors of the Licensee and the Licensee Group Companies who are granted access to, and permitted to use, the Licensed Software under this Agreement.
- b. "Breach of Duty" shall mean the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).
- c. "Business Day" shall mean any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the banks are not physically open for business. For Licensees based outside of North America, South America these times and days are with respect to the IANA Europe/London Time Zone.
- d. "Commencement Date" shall mean the earlier of the date of receipt by the Licensee of the software activation key or the receipt by the Licensor of the contractual commitment to obtain usage rights to the Licensed Software Components.
- e. "Confidential Information" shall mean any commercial, financial or technical information relating to the business or prospective business of one Party obtained directly or indirectly by or on behalf of the other in any form or medium pursuant to this Agreement which is expressly marked as confidential or which a reasonable person would reasonably regard as being confidential, together with any reproductions of this information.
- f. "Consultancy Services" shall mean those Services provided by the Licensor's Personnel under the terms of the Licensor's Master Services Agreement.
- g. "Developed Software" shall mean any software developed, customized or amended under this Agreement, solely for the Licensee, to the Licensee's specifications or to meet the Licensee's requirements by, or on behalf of, the Licensor under or in connection with this Agreement including, for the avoidance of doubt, any customizations created by the Licensor.
- h. "Deliverables" shall mean the Licensed Materials and Services specified in the relevant Product Schedule.
- i. "Documentation" shall mean the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by the Licensor with the Licensed Software as amended from time to time.
- j. "Event of Force Majeure" shall have the meaning given to it in clause 20.1.
- k. "Fees" shall mean the License Fee, the Maintenance and Support Fee and any other sums payable pursuant to this Agreement, as specified in the Product Schedule or otherwise agreed in writing between the Parties.
- l. "Infringement Claim" shall have the meaning given to it in clause 13.1.
- m. "Intellectual Property Rights" shall mean all intellectual and/or industrial property rights of any nature anywhere in the world, including copyright, database rights, patents, know-how, design rights, registered designs, trade mark rights, service mark rights, domain name rights and mask works rights; whether or not registered or capable of protection by registration, and the right to apply for any of them, for the full term of such rights and all renewals and extensions, together with all accrued rights of action.

- n. "Liability" shall mean liability in or for all claims, losses or damage for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the Agreement, including liability expressly provided for under the Agreement or arising by reason of the invalidity or unenforceability of any term of the Agreement (and for the purposes of this definition, all references to the "Agreement" shall be deemed to include any collateral contract).
- o. "License" shall mean the License granted to the Licensee in accordance with clause 4.1(a).
- p. "License Fee" shall mean the fee for the License of the Licensed Software.
- q. "Licensed Materials" shall mean the Licensed Software and the Documentation.
- r. "Licensed Perpetual Materials" shall mean those elements of the Licensed Software and the Documentation that are provided under a perpetual license as specified in the Product Schedule.
- s. "Licensed Subscription Materials" shall mean those elements of the Licensed Software and the Documentation that are provided under a Subscription Fee as specified in the Product Schedule.
- t. "Licensed Software" shall mean the Software, the Developed Software and the Licensed Software Components provided as part of either the Licensed Perpetual Materials or the Licensed Subscription Materials.
- u. "Licensed Software Components" shall mean the components of the Licensed Software to which the Licensee has purchased usage rights.
- v. "Licensee Group Companies" shall mean the parent undertaking and subsidiary undertakings as defined in section 1159 of the United Kingdom Companies Act 2006, of which the Licensee forms part.
- w. "Licensor Group Companies" shall mean any of Basis Technologies Holdings Limited, Basis Technologies International Limited, Basis Technologies Inc., Basis Technologies Pty Limited and any other company forming part of the Basis Technologies group of companies as so defined in section 1162 of the United Kingdom Companies Act 2006.
- x. "Licensor's Personnel" shall mean all employees, staff, other workers, agents and consultants of the Licensor and of any Subcontractors who are engaged in the provision of the Services from time to time.
- y. "Master Services Agreement" shall mean the Licensor's document setting out the terms for provision of the Licensor's Personnel in delivering Consultancy Services and Support and Maintenance Services.
- z. "Product Schedule" shall mean the document or product listing on an AWS webpage which lists the products and services to be supplied by the Licensor to the Licensee under the terms of this Agreement.
- aa. "Regulations" shall mean any laws, regulations, regulatory constraints, obligations or rules (including binding codes of conduct and binding statements of principle incorporated and contained in such rules) applicable to the existence or operation of this Agreement or the provision of the Services from time to time.
- bb. "Services" shall mean the Support and Maintenance Services and or any Consultancy Services.
- cc. "Software" shall mean the object code of any software application supplied by the Licensor, together with any modifications, updates and upgrades thereto, furnished to the Licensee by or on behalf of the Licensor, and any full or partial copies of any of the foregoing.
- dd. "Statement of Work" shall have the meaning given to it in the Master Services Agreement.
- ee. "Subcontractor" shall mean a subcontractor of the Licensor, including any of the Licensor Group Companies, which performs the Work pursuant to this Agreement or which employs employees engaged in the provision of the Services.
- ff. "Subscription Fee" shall mean the fee for the License of the Licensed Subscription Materials and the related Support and Maintenance Services.
- gg. "Subscription Term" shall mean the initial Subscription Term of twelve (12) months together with any subsequent periods of twelve (12) months commencing on the anniversary of the Commencement Date.
- hh. "Support and Maintenance Fee" shall mean the fee for the Support and Maintenance Services, as specified in the Product Schedule.
- ii. "Support and Maintenance Services" shall mean the support and maintenance services as set out in the Licensor's Support and Maintenance Services Document and at Clause 5 of this Agreement.
- jj. "Support and Maintenance Services Document" shall mean the Licensor's document setting out the terms for provision of the Licensor's Support and Maintenance Services.
- kk. "Term" shall have the meaning given to it in clause 2.1.
- ll. "Warranty Period" shall have the meaning given to it in clause 11.1(c).

- mm. "Work" shall mean all the Services, work, duties and obligations to be carried out by the Licensor pursuant to this Agreement.
- 1.2. Clause headings do not affect the interpretation of this Agreement.
- 1.3. A "person" includes a corporate or unincorporated body.
- 1.4. Words in the singular include the plural and in the plural include the singular.
- 1.5. A reference to one gender includes a reference to the other gender.
- 1.6. A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it. Provided that, as between the Parties, no such amendment or re-enactment made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party.
- 1.7. "Writing" or "written" does not include e-mail.
- 1.8. References to "including" and "include" shall be deemed to mean "including without limitation" and "include without limitation" respectively.
- 1.9. References to this "Agreement" include, if applicable:
- a. this Agreement as properly amended or varied; and
 - b. the 'Master Services Agreement'; and
 - c. the 'Support and Maintenance Services Document'; and
 - d. the 'Product Schedules'; and
 - e. the 'Statements of Work'; and
 - f. any other document agreed between the Parties.
- 1.10. Precedence: If there is any conflict, apparent conflict or ambiguity in or between any of the sections of the Agreement set out below, the sections shall be applied in the order of precedence given in clause 1.9, with the sections higher in the order of precedence prevailing over the Parties.

2. TERM

- 2.1. This Agreement shall commence on the Commencement Date, the Licensee having contracted to obtain benefit of this Agreement in exchange for (i) payment of a License Fee or (ii) provision of other valuable consideration and, subject to earlier termination pursuant to any of the termination provisions under this Agreement, shall continue in force until terminated by either Party ("Term").

3. APPOINTMENT

- 3.1. The Licensee appoints the Licensor as the provider of the Deliverables during the Term for the benefit of the Licensee and the Licensee Group Companies.
- 3.2. The Licensor is appointed by the Licensee under this Agreement as the non-exclusive provider of the Deliverables, and nothing in this Agreement prevents (i) the Licensee or any of the Licensee Group Companies from acquiring the Deliverables or deliverables similar to the Deliverables from another licensor or from performing any such deliverables for itself internally, or (ii) the Licensor or any of the Licensor Group Companies from providing deliverables similar to the Deliverables to another licensee or from performing any such deliverables for itself internally.
- 3.3. The Licensor shall ensure that:
 - a. it provides the Deliverables in accordance with this Agreement;
 - b. the Deliverables are provided in accordance with all applicable Regulations from time to time in force.

4. LICENSE

- 4.1. License
 - a. In consideration of payment by the Licensee of the License Fee as set out in the Product Schedules, the Licensor grants the Licensee a worldwide, royalty free, perpetual (subject to the termination rights set forth in clause 17) license for the Authorized Employees to use the Licensed Perpetual Materials pursuant to the terms and conditions of this Agreement.
 - b. For the period of the Subscription Term and each subsequent Subscription Term, and in consideration of payment by the Licensee of the Subscription Fee as set out in the Product Schedules, the Licensor grants the Licensee a non-exclusive, non-transferable right to permit the Authorized Employees to use the Licensed Subscription Materials for the period of the Subscription Term pursuant to the terms and conditions of this Agreement.
- 4.2. The License in clause 4.1(a) is personal to the Licensee, and the Licensee shall not permit any third party, other than its Licensee Group Companies and the Authorized Employees, to use or have access to the Licensed Materials, except as expressly permitted in this Agreement or as permitted with the express prior written consent of the Licensor.
- 4.3. If the Licensee wishes to obtain Licensed Software Components, a Product Schedule must be issued by Licensor and fees must be paid by the Licensee to Licensor for the amount agreed as set out in the Product Schedule.
- 4.4. The Licensed Materials are licensed according to the terms specified in the Product Schedules.
- 4.5. The Licensed Materials are licensed for the Licensee's own internal use and the internal use of its Licensee Group Companies in order for the Licensee to receive the benefit of the Licensed Materials. The Licensee may not sell, license, sublicense or transfer the Licensed Materials to any third party without the express prior written consent of Licensor or as expressly stated in the Product Schedule. Any use of the Licensed Materials by any Authorized Employees shall be solely for the benefit of Licensee or a Licensee Group Company and not for the benefit of any third party.
- 4.6. The Licensee may make a reasonable number of copies of the Licensed Software for archival/backup purposes. All titles, notices, legends and other markings must be accurately reproduced on all copies.

- 4.7. The Licensee may not use or disclose the Licensed Materials except as permitted by this Agreement.
- 4.8. Except as permitted by applicable law, the Licensee may not modify, translate, disassemble or decompile the Licensed Materials, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Licensed Software, or use the object code or source code of the Licensed Software in whole or in part to create, or have created, translations or derivative works of the Licensed Software.
- 4.9. The Licensee shall not remove, alter or destroy any titles, notices, legends or other markings placed upon or contained within the Licensed Materials.
- 4.10. The Licensee shall safeguard the Licensed Materials from unauthorized use or disclosure employing, in any event, no less than a reasonable degree of care and no less care than Licensee uses to safeguard its own confidential information, and agrees to promptly notify Licensor of any unauthorized use or disclosure of the Licensed Materials and to provide reasonable assistance to Licensor in the investigation and prosecution of such unauthorized use or disclosure. If the Licensee discovers unauthorized use of the Licensed Materials, the Licensee shall notify Licensor, remedy the unauthorized use and ensure prompt compliance with this Agreement.
- 4.11. The Licensor, may upon sixty (60) days' notice to the Licensee and no more than once every twelve (12) months from the Commencement Date, audit the Licensee's books and records and inspect the Licensee's premises to ensure compliance with this clause 4, provided always: (i) that the Licensor shall not be entitled to access any book, record or premises not directly concerned with this Agreement; and (ii) that any such audit shall be limited to the extent strictly necessary to ensure compliance with this clause 4 and shall not unreasonably interfere with the operations of the Licensee.

5. SERVICES

- 5.1. Services
 - a. In consideration of payment by the Licensee of the Support and Maintenance Fee, the Licensor shall provide, in relation to the Licensed Perpetual Materials, the Support and Maintenance Services to the Licensee.
 - b. The Licensor shall, during each Subscription Term, provide, in relation to the Licensed Subscription Materials, the Support and Maintenance Services to the Licensee.
- 5.2. Support and Maintenance Services shall be provided in accordance with the terms and provisions of the Licensor's Support and Maintenance Services Document, whose terms are explicitly included within the terms of this Agreement at Appendix A.
- 5.3. The supply of both Consultancy Services and those elements of the Support and Maintenance Services which utilise the Licensor's Personnel are provided under the terms and provisions of the Licensor's 'Master Services Agreement', whose terms are explicitly included within the terms of this Agreement.
- 5.4. If, during the provision of Support and Maintenance Services, problems with the Licensed Software are identified as being directly caused by the Licensee, the Licensee and the Licensor shall agree to the additional Consultancy Services required in order to fix such defect in advance of the problem being rectified and the fees due for such Services, if any.

6. INSTALLATION

- 6.1. The Licensor will provide the Licensee with activation keys to make the Licensed Perpetual Materials functional from the Commencement Date, and the Licensed Subscription Materials functional throughout the Subscription Term.

7. DOCUMENTATION

- 7.1. The Licensor shall provide to the Licensee copies of the Documentation containing sufficient up-to-date information for the proper use and maintenance of the Licensed Software.
- 7.2. The Licensee may make such further copies of the Documentation as are reasonably necessary for the use and maintenance of the Licensed Software and for training the Licensee's personnel in use of the Licensed Software. All titles, notices, legends and other markings must be accurately reproduced on all copies.

8. LICENSOR PERSONNEL

- 8.1. The Licensee shall allow the Licensor's Personnel such access to the Licensee's premises as is reasonably necessary for the Licensor to carry out its obligations to the Licensee. The Licensee shall provide to the Licensor all permissions necessary to obtain such access, as notified to the Licensor in advance. The Licensor shall indemnify the Licensee for all loss and damage to the Licensee's property or injury to Licensee's personnel caused by the Licensor's Personnel while they are on the Licensee's premises.
- 8.2. During the Term of this Agreement and for a period of six (6) months after its termination neither Party shall, without the prior written consent of the other, solicit, or permit any subsidiary or affiliate to solicit, the employment of any person who is employed by the other Party in the course of developing, supplying, maintaining or supporting the Licensed Software or any part of it except that nothing in this clause shall restrict either Party employing an individual who is appointed through a bona fide recruitment campaign.

9. PAYMENT

- 9.1. The License Fee and the Support and Maintenance Fee in respect of Licensed Perpetual Materials, and the Subscription Fee in respect of Licensed Subscription Materials shall be due from the Commencement Date and as set out in the Product Schedules.
- 9.2. The Support and Maintenance Fee in respect of Licensed Perpetual Materials, and the Subscription Fee in respect of Licensed Subscription Materials shall be automatically renewed for successive periods of twelve (12) months unless terminated in accordance with clause 17.

10. TAXES

- 10.1. The Fees and all other payments are net of tax unless otherwise stated. The Licensee shall, in addition, pay to the Licensor the amount of any tax, duty or assessment, which the Licensor is obliged to pay and/or collect from the Licensee in respect of any supply under the Agreement (other than tax on the Licensor's income).

11. LICENSOR'S WARRANTIES

- 11.1. The Licensor represents warrants and undertakes to Licensee that:
- a. it has the right to enter into this Agreement and that once executed this Agreement will constitute its legal, valid and binding obligations;
 - b. it will grant to the Licensee the License as contemplated by this Agreement and will have throughout the Term all necessary permits, licenses, authorisations, and consents to enter into this Agreement, provide the Deliverables and comply with its obligations under this Agreement;
 - c. for a period of thirty (30) days from the Commencement Date: (i) the Licensed Software will perform substantially in accordance with the Documentation, and (ii) any media upon which the Licensed Software is delivered will be free of defects in materials and workmanship under normal use ("Warranty Period"); and
 - d. the Licensed Materials and the media on which the Licensed Materials are delivered are, to the best knowledge of the Licensor, free from viruses and/or other malicious code and/or any license key (other than the activation keys provided hereunder) or other item or device that could impair the use of the Licensed Materials.
- 11.2. If, within the Warranty Period, the Licensee notifies the Licensor of any defect or fault in the Licensed Materials in consequence of which it fails to conform to the warranty in clause 11.1(c), the Licensor shall correct any material error reported by the Licensee in the Licensed Materials free of charge so as to comply with the warranty in clause 11.1(c).
- 11.3. If, within the Warranty Period, the Licensor is unable to make the Licensed Materials (or any part of them) operate as warranted, the Licensee will be entitled, upon uninstalling the Licensed Materials (or such part of it, as applicable) and any copies made, to a refund of the Fees paid by the Licensee to Licensor for those Licensed Software Components, and the License for those Licensed Software Components will then terminate.
- 11.4. The Licensor does not warrant that the Licensed Software will be uninterrupted, error-free or secure.
- 11.5. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED UNDER THIS AGREEMENT AND TO THE EXTENT POSSIBLE BY LAW, THE LICENSED MATERIALS AND ANY MEDIA ON WHICH THE LICENSED MATERIALS ARE DELIVERED ARE PROVIDED "AS IS" AND ALL CONDITIONS, WARRANTIES, TERMS AND OBLIGATIONS OTHER THAN IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED, WHETHER ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION AND AS PERMITTED BY LAW, WARRANTIES AS TO SATISFACTORY QUALITY, MERCHANTABILITY, ACCURACY OF RESULTS, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Notwithstanding anything to the contrary in this Agreement (including in the remainder of this clause 12) the Licensee shall not be entitled to use the trademarks or any other promotional materials of the Licensor or Licensor Group Companies without the prior written approval of the Licensor.
- 12.2. Except for the License expressly granted hereunder, all rights, title and interest in the Licensed Materials, and in ideas, know-how or code related thereto, provided by the Licensor or developed by the Licensor during the course of the Support and Maintenance Services, Consulting Services

or otherwise, including any Intellectual Property Rights, shall at all times remain the property of Licensor or its licensors.

- 12.3. All Intellectual Property Rights of the Licensee, including any rights, title and interest in Licensee's ideas, know-how, code, data, reports and internal programs and in any material provided to the Licensor by or on behalf of the Licensee shall at all times remain the property of Licensee or its licensors.

13. INDEMNIFICATION

- 13.1. The Licensor undertakes to defend the Licensee from and against any claim or action that the possession or use of the Licensed Materials (or any part thereof) as permitted under this Agreement, or any development, modification or maintenance of the Licensed Software by the Licensor infringes the Intellectual Property Rights of a third party ("Infringement Claim") and shall indemnify and hold harmless the Licensee from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Licensee as a result of or in connection with any such Infringement Claim.

- 13.2. The Licensee shall:

- a. as soon as reasonably practicable, notify Licensor in writing of any Infringement Claim of which it has notice;
- b. provide Licensor with: (i) all related documentation in Licensee's possession or control relating to such Infringement Claim; and (ii) reasonable assistance to Licensor in the defence of such Infringement Claim; and
- c. not make any admission as to liability or compromise or agree to any settlement of any Infringement Claim without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed.

- 13.3. The Licensor shall, upon written notice to Licensee and at its own expense, have the right to control the defence or settlement of all such Infringement Claims and shall keep Licensee apprised of the status of all such Infringement Claims. Licensee shall have the right, but not the obligation, to participate in the defence of all such Infringement Claims with counsel of Licensee's choice at Licensee's sole cost and expense.

- 13.4. Without prejudice to clause 13.1, if any Infringement Claim is made, or in the Licensor's reasonable opinion is likely to be made, against the Licensee, the Licensor may at its sole option and expense:

- a. procure for the Licensee the right to continue using, developing, modifying or maintaining the Licensed Materials (or any part thereof) in accordance with the terms of this Agreement;
- b. modify the Licensed Materials so that they cease to be infringing;
- c. replace the Licensed Materials with non-infringing material; or
- d. without prejudice to the Licensee's rights under this Agreement, terminate the right to use the specific Licensed Software Component and refund the Fees which the Licensee has paid to the Licensor for that Licensed Software Component under this Agreement;

provided that, if the Licensor modifies or replaces the Licensed Materials, any modified or replacement Licensed Materials must comply with the warranties contained in clause 11.1 and the Licensee shall have the same rights in respect thereof as it would have had under those clauses had the references to the Commencement Date been references to the date on which such modification or replacement was made.

- 13.5. The Licensor will have no liability with respect to any Infringement Claim arising out of:
- a. any repair, adjustment, modification, configuration or alteration of the Licensed Materials by the Licensee or any unauthorized third party;
 - b. use of the Licensed Software in combination with other software or equipment, where such infringement claim(s) would not have occurred in the absence of the modification or use in combination;
 - c. Licensee's use of the Licensed Software other than as contemplated in this Agreement;
 - d. Licensee's failure to use corrections or modifications (including updates or upgrades) made available by Licensor to the Licensee if such corrections or modifications would have prevented the infringement; or
 - e. Licensor's compliance with designs, plans or other instructions provided to Licensor by Licensee or any third party.
- 13.6. Licensee shall indemnify and hold Licensor, the Licensor Group Companies and their successors, officers, directors, employees and attorneys harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of any action set forth in clause 13.5. Licensor shall give Licensee prompt written notice of any claim, action or demand for which indemnity is sought hereunder and Licensee shall control, at Licensee's sole cost and expense, the defence or settlement of any such claim. Licensor shall have the right, but not the obligation, to participate in the defence of such claim with counsel of Licensor's choice at Licensor's sole cost and expense.

14. THIRD PARTY RIGHTS

- 14.1. This Agreement and the documents referred to in it, are made for the benefit of the Parties and their successors and permitted assigns and are intended to benefit, or be enforceable only by:
- a. a person who under clause 22 is a permitted successor or assignee of the rights or benefits of a Party that may enforce such rights or benefits;
 - b. Licensee Group Companies.

15. AUTHORITY

- 15.1. Each Party warrants that it has full capacity and authority, and all necessary licenses, permits and consents to enter into and perform this Agreement and that those signing this Agreement are duly authorized to bind the Party for whom they sign.

16. DISPUTE RESOLUTION

- 16.1. Any dispute which may arise between the Parties concerning this Agreement shall be determined as provided in this clause 16.
- 16.2. For the purpose of this clause 16, a dispute shall be deemed to have arisen when one Party serves on the other a notice in writing stating the nature of the dispute.
- 16.3. Unless this Agreement has already been terminated by the date of the notice of dispute, the Licensor shall, in every case, continue with the Work with all due diligence regardless of the

nature of the dispute and the Licensee shall continue to make payments (excluding any disputed sums).

- 16.4. After service of the notice of dispute, the following procedure shall be followed by the Parties (all periods specified in this clause 16.4 shall be extendable by mutual agreement):
- a. within two days, the Licensor and the Licensee shall meet to attempt to settle the dispute;
 - b. if the Licensor and the Licensee are unable to reach a settlement within ten (10) days from the date of service of the notice, the management of each of the Parties shall meet within the following ten (10) days to attempt to settle the dispute; and
 - c. if no settlement results from the meeting specified in clause 16.4(b), during the following thirty (30) days the Parties shall attempt to settle the dispute by mediation by an independent mediator, with costs to be shared equally between the Parties.
- 16.5. If no settlement is reached under the provisions of clause 16.4, either Party may pursue any remedy available to it under this Agreement at law or in equity.
- 16.6. Nothing in this section shall prohibit either Party from seeking immediate injunctive relief in any court of competent jurisdiction.

17. TERMINATION

- 17.1. Either Party shall have the right to terminate this Agreement after the escalation procedure specified in clause 16, where the alleged material breach has been discussed, upon the material breach of the other Party, which breach has remained uncured for a period of thirty (30) days after the receipt of written notice thereof from the non-breaching Party. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement immediately upon Licensee's unauthorized use of the Licensed Materials or Licensor's Confidential Information hereunder.
- 17.2. Either Party shall have the right to terminate this Agreement by providing written notice to the other Party upon the occurrence of any of the following events: (i) a receiver is appointed for the other Party; (ii) the other Party makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (iii) the other Party commences or has commenced against it, proceedings under any bankruptcy law which are not dismissed within one hundred and twenty (120) days; or (iv) the other Party ceases to do business.
- 17.3. Either Party shall have the right to terminate the rights to Subscription License Materials by providing ninety (90) days written notice prior to the end of the then current Subscription Term, in which case the rights to those Subscription License Materials and the respective payment obligations shall expire at the end of the current Subscription Term.
- 17.4. Either Party shall have the right to terminate any Support and Maintenance Service by providing ninety (90) days written notice prior to the anniversary of the Commencement Date, in which case the entitlement to Support and Maintenance Services and the respective payment obligations shall expire on the anniversary of the Commencement Date.
- 17.5. Termination or expiration of this Agreement shall be without prejudice to any accrued rights or remedies of either Party including without limitation injunctive relief.

17.6. Termination or expiration of this Agreement will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

17.7. Upon termination or expiration of this Agreement for any reason:

- a. the Licensor shall cease to perform the Services under this Agreement;
- b. all outstanding Fees for Services successfully performed shall become payable;
- c. the Licensee shall cease all use of the Licensed Materials; and
- d. the owner of Confidential Information may at its option require the other Party to delete all such Confidential Information (other than in the case of the Licensor, the Licensed Materials) from any computer disks, tapes or other material in its possession or under its control or deliver up or destroy materials and tangible items in its possession or under its control which contain or refer to any such Confidential Information or which belong to the Party requiring the action.

18. LIMITATION OF LIABILITY

18.1. Neither Party excludes or limits its Liability for:

- a. fraud or fraudulent misrepresentation by a Party or its personnel; or
- b. death or personal injury caused by its Breach of Duty; or
- c. infringement of either Party's or any third party's Intellectual Property Rights, and the indemnities contained within clause 13; or
- d. breach of confidentiality as per clause 19; or
- e. any other Liability which cannot be excluded or limited by applicable law.

18.2. Subject to clause 18.1, the Licensor does not accept and hereby excludes any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Agreement.

18.3. Subject to clause 18.1, neither Party shall have any Liability to the other in respect of any:

- a. indirect or consequential losses, damages, costs or expenses;
- b. loss of use of money;
- c. loss of goodwill;
- d. loss of reputation;
- e. loss of opportunity,

however caused and on any theory of liability, whether in contract, strict liability or tort (including negligence or otherwise) arising in any way out of this Agreement or the Licensed Materials provided hereunder, even if advised of the possibility of such damages.

18.4. Subject to clause 18.1, in respect of any Liability and the exclusions and limits set out in the rest of this Agreement, the total aggregate Liability of the Licensor shall be limited to 150% of the License Fee paid by the Licensee to the Licensor, in aggregate under this Agreement, for the specific Licensed Software Component.

18.5. The limitation of Liability under clause 18.4 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

- 18.6. The Licensee is responsible for the data and other results obtained from operation of the Licensed Software. The Licensor will assume no Liability to the Licensee, third parties or related parties in connection with the use of such data and other results.
- 18.7. The Licensee agrees that the Licensor's pricing is based upon and reflects the allocation of risk and that such limitations form an essential part of the bargain for the Licensor.

19. CONFIDENTIALITY

- 19.1. Each Party shall keep and procure to be kept secret and confidential the Confidential Information of the other Party (whether before or after the date of this Agreement) and shall not use nor disclose the same except:
- a. for the purposes of the proper performance of this Agreement;
 - b. as otherwise permitted by this Agreement; or
 - c. with the prior written consent of the other Party.
- 19.2. Each Party may disclose the Confidential Information of the other Party to its employees, agents, consultants and contractors who reasonably need to receive the Confidential Information of the other Party for the purposes of this Agreement. Where one Party discloses Confidential Information of the other Party to its employee, agent, client, consultant or contractor, it shall do so subject to obligations equivalent to those set out in this clause 19. Each Party shall use its commercially reasonable efforts to ensure that any employee, agent, client, consultant or contractor complies with such obligations.
- 19.3. The obligations of confidentiality in this clause 19 shall not extend to any matter which either Party can show:
- a. is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement;
 - b. was in its written records prior to receipt;
 - c. was independently developed by it; or
 - d. was independently disclosed to it by a third party entitled to disclose the same.
- 19.4. If either Party (or that Party's employee, agent, client, consultant or contractor) is required to disclose the Confidential Information of the other Party under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, then that Party shall, prior to any disclosure where practicable, notify and consult with the other Party and, at the other Party's request and cost, assist that other Party in opposing any such disclosure. In any event, where a Party (or its employee, agent, client, consultant or contractor) is required to disclose the other's Confidential Information, that Party shall use all reasonable endeavours to require the recipient to keep the Confidential Information strictly confidential.
- 19.5. Neither Party shall make any announcement of any kind in respect of the subject matter of this Agreement except with the prior written consent of the other Party (not to be unreasonably withheld or delayed) or as is required by law.

- 19.6. The obligations of this clause 19 shall continue after termination of this Agreement for whatever reason.

20. FORCE MAJEURE

- 20.1. Except for obligations in respect of payment of the Fees, neither Party shall be liable for any breach, hindrance or delay in performance of any obligation under this Agreement which is caused by circumstances of force majeure including act of God, insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of or by any competent authority, epidemic, fire, explosion, storm, flood, drought, earthquake, natural disaster, accident, failure or problems with public utility supplies (including electrical, telecoms or general Internet failure), (each an "Event of Force Majeure").
- 20.2. Each Party shall notify the other upon becoming aware of an Event of Force Majeure, detailing the circumstances giving rise to the Event of Force Majeure.
- 20.3. The performance of each Party's obligations shall be suspended during the period that the circumstances persist and each Party shall be granted an extension of time for performance equal to the period of the delay.
- 20.4. Each Party shall bear its own costs incurred by the Event of Force Majeure.
- 20.5. If the Event of Force Majeure continues without a break for more than thirty (30) days, either Party may terminate this Agreement immediately by notice to the other, in which event neither Party shall be liable to the other Party by reason of such termination, other than as set out in clause 17.7.

21. NOTICES

- 21.1. Any notice or other communication required or authorized to be given under this Agreement shall be in writing and may be served by personal delivery, or by recorded delivery letter, or by overnight courier addressed to the relevant Party at its address stated in this Agreement or at such other address as is notified by the relevant Party to the other for this purpose from time to time or at the address of the relevant Party last known to the other.
- 21.2. Any notice so given by post shall be deemed to have been served two Business Days after the same shall have been despatched to the overnight courier or post office, and in proving such service it shall be sufficient to prove that the letter was properly addressed and despatched.

22. ASSIGNMENT

- 22.1. Subject to clause 20.2 and clause 20.3 neither Party shall assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer or novate any of its obligations under this Agreement, without the prior written consent of the other Party (not to be unreasonably withheld or delayed).
- 22.2. Notwithstanding clause 20.1, Licensor shall have the right to assign this Agreement without the consent of Licensee to any of the Licensor Group Companies or successor to the business or assets of Licensor or any of the Licensor Group Companies, whether by means of a merger, acquisition, sale of all or substantially all of Licensor's assets, change of control, reorganization

or other similar transaction. Where such assignment take place, Licensor shall notify Licensee in writing of the assignment.

- 22.3. Notwithstanding clause 20.1, where the intended assignee is, in the sole opinion of the Licensor, a competitor of the Licensor, the Licensor shall have the right to deny any such assignment.

23. GENERAL

- 23.1. Except as expressly provided herein, this Agreement (together with any documents referred to in it) shall operate to the entire exclusion of any other Agreement, understanding or arrangement of any kind between the Parties hereto preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated herein. Each Party acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.
- 23.2. This Agreement (together with any documents referred to in it) constitutes the whole Agreement and understanding of the Parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.
- 23.3. Except as otherwise provided in this Agreement, no change to this Agreement shall be binding unless it is agreed in writing signed by each of the Licensor and the Licensee.
- 23.4. Except as expressly stated herein, no failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish that Party's rights under this Agreement.
- 23.5. If any provision in this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other provision or part of any provision, all of which shall remain in full force and effect.
- 23.6. Nothing in this Agreement shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.
- 23.7. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each Party to this Agreement may enter into this Agreement by signing any such counterpart.
- 23.8. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflicts of laws principles, and each Party hereby submits to the exclusive jurisdiction of the courts of England and Wales.
- 23.9. The Licensee understands that all Licensed Materials made available to it hereunder, and the direct product produced through use thereof, may be subject to export control laws and regulations of the European Union and United Kingdom. The Licensee shall not export or re-export the Licensed Materials, such information, or the direct product produced through use thereof, except in strict compliance with all such laws and regulations.

Appendix A

Support & Maintenance Services

REVISION 2021_02_A



Berlin | Budapest | Dallas | London | Sydney

This Support and Maintenance Services Document, revision 2021_10_A, is effective from 1 February 2020.

This Support and Maintenance Services Document sets out the terms and conditions under which Basis Technologies will provide Support and Maintenance Services to the Licensee (“**Licensee**”), who is party to a Software License Agreement with Basis Technologies.

Where the Licensee is entitled to receive Support and Maintenance Services, this Support and Maintenance Document forms an integral part of their Software License Agreement.

1. ENTITLEMENT TO SUPPORT AND MAINTENANCE SERVICES

- 1.1. Basis Technologies will provide the Licensee and their Authorized Employees with Support and Maintenance Services in relation to their Licenced Software, subject to the Licensee having paid either a valid Subscription Fee or a valid Support and Maintenance Fee for that Licenced Software.
- 1.2. The provision of Support and Maintenance Services by Basis Technologies is on a non-exclusive basis, and Basis Technologies is not prevented from providing such services to any other party. All Support and Maintenance Services will be provided in accordance with all applicable regulations and with all reasonable care and skill in accordance with Good Industry Practice by Basis Technologies Personnel.
- 1.3. In providing these Support and Maintenance Services, Basis Technologies will seek to maintain the Licenced Software in an operable condition substantially in accordance with the Documentation, and provide correction, replacement or other services to address any defect in the Licenced Software. However, Basis Technologies shall have no obligation to provide any Support and Maintenance Services due to any misuse or malfunction of hardware or operating systems caused other than by the use of the Licenced Software, repairs or modifications to the Licenced Software made by any persons other than Basis Technologies, or connection of any device or program to the Licenced Software other than by Basis Technologies.
- 1.4. As part of the provision of these Support and Maintenance Services Basis Technologies shall provide Licensee with updates and enhancements to the Licenced Software that Basis Technologies makes generally available without charge to other licensees of the Licenced Software.
- 1.5. All rights, title and interest in ideas, know-how, or code related thereto, provided or developed by Basis Technologies during the course of the Support and Maintenance Services, including any Intellectual Property Rights, shall at all times remain the property of Basis Technologies or its licensors.

2. PROVISION OF SUPPORT AND MAINTENANCE SERVICES

- 2.1. Support and Maintenance Services are provided on a 24 hour, 7 day per week, 365 days per year basis. The service level provided is determined by the priority nature of the support issue, and the availability of the Licensee and access to the Licensee's computer systems.
- 2.2. All Fault Calls must be logged using the ZenDesk portal of Basis Technologies which can be found at the following link : <https://basistechnologies.zendesk.com/hc/en-us>. Customers will automatically receive updates via email and can continue to interact with Basis Technologies via the ZenDesk portal.
- 2.3. In accordance with the appropriate service level, submitting a Fault Call will result in Basis Technologies undertaking to:
 - a. accept the Fault Call via the contact email details provided by Licensee within ZenDesk.
 - b. respond to and investigate the Fault Call.
 - c. provide regular progress and resolution reports.
 - d. provide a temporary fix or workaround prior to providing a permanent fix.
 - e. provide the Licensee and their Authorized Employees with fully tested fixes in object code, all necessary instructions to enable the Licensee and their Authorized Employees to implement the fix together with appropriate amendments to the Documentation specifying the nature of the correction and providing instructions for the implementation of the fix.
 - f. provide the Licensee and their Authorized Employees with reasonable assistance to implement such fixes which may include attending at the Licensee's premises during Business Hours to oversee and, if necessary, implement the installation of such fixes, if the Licensee so requests.
- 2.4. The Licensee shall be charged for Basis Technologies personnel onsite time, business travel and expenses when such personnel are requested to attend the Licensee's premises for the purpose of providing Support and Maintenance Services. Such costs will be charged at Basis Technologies then current daily consulting rate and must be approved in writing by the Licensee in advance of any attendance. Where the Licensee declines to reimburse such expenses, Basis Technologies will make reasonable attempts to provide the Support and Maintenance Services without incurring such expense and the Licensee accepts that the resultant provision of Support and Maintenance Services will be degraded, and that such degraded Support and Maintenance Services will be accepted as being full and proper delivery of the contracted Support and Maintenance Services.
- 2.5. Where the Licensee is unable to provide remote access to their computer systems suitable for connection using standard remote access software, without the provision of specific software or hardware based access protocols or equipment, Basis Technologies will only be required to provide verbal and documentary support, but will have no obligation to interact directly with the Licensee's computer systems. In situations where such lack of access impacts on Basis Technologies ability to investigate and resolve faults, response times and service levels may be degraded until such time as Basis Technologies personnel are able to securely access the Licensee's equipment. The Licensee accepts that in such situations the Service Level response times will be extended accordingly.
- 2.6. Where the Licensee provides specific security or access hardware to facilitate access to their computer systems, such access will only be undertaken during Business Hours, and the Licensee accepts the above reduction in service level provision.

- 2.7. Basis Technologies shall not be liable for any breach, hindrance or delay in the performance of the Support and Maintenance Services which are caused by circumstances of force majeure, including act of God, insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of or by any competent authority, epidemic, fire, explosion, storm, flood, drought, earthquake, natural disaster, accident, failure or problems with public utility supplies (including electrical, telecoms or general internet failure)

3. CALL PRIORITY DEFINITION

- 3.1. All Faults will be assigned a priority by the Licensee or their Authorized Employees in accordance with the guidelines set out below:

P1-Critical/Urgent	All or a substantial portion of the customers mission critical production service is down, unavailable, or severely degraded and no workaround is immediately available and this has been caused by the licensed software <ul style="list-style-type: none">- Affects all users or all users of a specific critical role (e.g. approvers)- Business operations have been severely disrupted- P1-Critical support requires dedicated customer resources available to work on the issue on an ongoing 24x7 basis
P2-High	A fault where major functionality of the customers mission critical production service or the licensed software is significantly impaired <ul style="list-style-type: none">- Operations can continue in a restricted fashion, although long-term productivity might be adversely affected- A major Production milestone is at risk. Ongoing and incremental installations are affected
P3-Normal	Partial, non-critical loss of functionality of the licensed software <ul style="list-style-type: none">- Impaired operations of some components but allows the user to continue using the software- Initial installation milestones are at minimal risk
P4-Low	Questions on the general usage, cosmetic issues or license key updates for the licensed software

SERVICE LEVELS

Priority	Response	Update	Temporary Fix or Workaround	Permanent Fix
Priority 1 CRITICAL / URGENT 24x7	acknowledge the logging of the Fault within one (1) hour of the Licensee notifying the Helpdesk of a Fault.	every two (2) hours (during Restore) every week (during permanent fix)	Basis Technologies shall use every reasonable effort to restore the Licensed Software and continue to work until the Licensed Software restoration or workaround is provided. Basis Technologies shall use every reasonable effort to provide restoration of level 1 Faults within twelve (12) hours from the Licensee notifying the Helpdesk of a level 1 Fault.	next cumulative Patch release
Priority 2 HIGH customer defined 8x5	acknowledge the logging of the Fault within one (1) hour of the Licensee notifying the Helpdesk of a Fault.	every four (4) working hours (during Restore) every week (during permanent fix)	Basis Technologies shall use every reasonable effort to restore the Licensed Software and continue to work until the Licensed Software restoration or workaround is provided. Basis Technologies shall use every reasonable effort to provide restoration of level 2 Faults within two (2) business days from the Licensee notifying the Helpdesk of a level 2 Fault.	next (or subsequent) cumulative Patch release
Priority 3 NORMAL customer defined 8x5	acknowledge the logging of the Fault within twenty-four (24) hours of the Licensee notifying the Helpdesk of a Fault.	Every one (1) business day (during Restore) on request (during permanent fix)	Basis Technologies shall use every reasonable effort to restore the Licensed Software and continue to work during Business Hours until the Licensed Software restoration or workaround is provided. Basis Technologies shall use every reasonable effort to provide restoration of level 3 Faults within five (5) Business Days from the Licensee notifying the Helpdesk of a level 3 Fault.	next planned generally available release
Priority 4 LOW customer defined 8x5	acknowledge the logging of the Fault within twenty-four (24) hours of Licensee notifying the Helpdesk of a Fault / Question	on request	Basis Technologies shall provide restoration of level 4 Faults in the New Version of the Licensed Software.	future release

- 3.2. Time shown refers to the elapsed time from the time the Fault Call is received at the Helpdesk. If both parties agree that insufficient information has been given for Basis Technologies to analyse the problem, then an appropriate amount of time will be deducted from the timings. This deduction of time will take account of the period whilst the information was lacking and the extent to which it impacted on Basis Technologies' ability to analyse the problem.
- 3.3. "Response" in this context means the Helpdesk contacting the Fault originator to seek further clarification or information about the incident and to provide the originator with timescales for the next update.
- 3.4. "Update" means communication from Basis Technologies to the Licensee or their Authorized Employees on the status of the Fault.

- 3.5. “Restore, Restoration, Temporary Fix or workaround” in this context means the communication to the Fault originator (or nominee) of a suitable alternative means of achieving the business function using either other system functions or established manual procedures (i.e. a workaround), or some other interim solution to the Fault. The temporary fix or workaround will be marked as completed by Basis Technologies when the Fault originator (or nominee) has accepted that it has temporarily or permanently corrected the reported Fault to their satisfaction. Elapsed time for testing and verification by the Fault originator (or nominee) is excluded from the measurement of Basis Technologies’ elapsed time to provide the temporary fix or workaround.
- 3.6. “Permanent fix” in this context means the permanent provision to the Fault originator (or nominee) of access to amended software that corrects the reported incident. The permanent fix will be marked as completed by Basis Technologies when the originator (or nominee) has accepted that it has corrected the reported incident to their satisfaction. Elapsed time for testing and verification by the Fault originator (or nominee) is excluded from the measurement of Basis Technologies elapsed time to provide the permanent fix.

4. SOFTWARE MAINTENANCE LIFESPAN

- 4.1. Where so entitled as set out under Clause 1, Maintenance will be provided for the current software version of Basis Products and for previous software versions for 3 years from the release date of that version.
- 4.2. Where so entitled as set out under Clause 1, Support will be provided for all previous software versions.

5. DEFINITIONS AND INTERPRETATION

5.1. Within this document the following definitions apply:

- a. "Authorized Employees" shall mean those employees and approved contractors of the Licensee and the Licensee Group Companies who are granted access to, and permitted to use, the Licensed Software under a Software License Agreement.
- b. "Basis Technologies" shall mean any of Basis Technologies Holdings Limited, Basis Technologies International Limited, Basis Technologies Inc., Basis Technologies Australia Pty Limited, Basis Technologies Germany GmbH and any other company forming part of the Basis Technologies group of companies as so defined in section 1162 of the United Kingdom Companies Act 2006.
- c. "Business Day" shall mean one of the following for the Licensee:

	Americas	Europe / Africa	Middle East	Asia	Australia
Working Hours	09:00-17:00	09:00-17:00	09:00-17:00	09:00-17:00	09:00-17:00
Working Days	Mon-Fri	Mon-Fri	Sun-Thu	Mon-Fri	Mon-Fri
Timezone	US Central (CST/CDT)	Central European (CET/CEST)	Arabia (AST)	Singapore (SGT)	Australian Eastern AEST / AEDT
UTC Offset	UTC-6 / UTC-5	UTC+1 / UTC+2	UTC+3	UTC+8	UTC+10 / UTC+11

- d. "Business Hours" shall mean between 09:00 and 17:00 on any Business Day.
- e. "Documentation" shall mean the operating manuals, user instruction manuals, technical literature, and all other related materials in human-readable and/or machine-readable forms supplied by Basis Technologies with the Licensed Software as amended from time to time.
- f. "Fault" shall mean a failure of the Licensed Software to operate substantially in accordance with the Documentation.
- g. "Fault Call" shall mean a Fault reported by the Licensee via the Helpdesk.
- h. "Good Industry Practice" shall mean, in relation to any particular circumstances, the degree of skill, diligence and operating practice which would reasonably be expected from a reasonably skilled and experienced provider of services of a similar type to the Support and Maintenance Services.
- i. "Helpdesk" shall mean the helpdesk provided by Basis Technologies which is accessed via email to promptly deal with Licensee and Licensee Authorized Employee queries relating to the Licensed Software and identify Faults.
- j. "Intellectual Property Rights" shall mean all intellectual and/or industrial property rights of any nature anywhere in the world, including copyright, database rights, patents, know-how, design rights, registered designs, trade mark rights, service mark rights, domain name rights and mask works rights; whether or not registered or capable of protection by registration, and the right to apply for any of them, for the full term of such rights and all renewals and extensions, together with all accrued rights of action.
- k. "Licensee" shall mean the party so defined in the Software License Agreement governing the use of the Licensed Software.
- l. "Licensee Group Companies" shall mean the parent undertaking and subsidiary undertakings as defined in section 1159 of the United Kingdom Companies Act 2006, of which the Licensee forms part.
- m. "Licensed Software" shall mean the object code components of Basis Technologies' software, together with any modifications, updates and upgrades thereto to which the Customer has acquired usage rights as more fully defined within the Software License Agreement.

- n. "Mission Critical" shall mean any instance where failure of the licensed software will result in the failure of the fundamental business operation.
- o. "Maintenance" shall mean:
 - Entitlement to upgrade to latest product version release
 - Entitlement to leverage new & updated features
 - Provision of fixes for newly identified bugs
 - Provision of cumulative patches for identified bugs
- p. "New Product or Platform" shall mean a new packaging of the Licensed Software which provides significant additional functionality in comparison with the existing Licensed Software and is offered by Basis Technologies as a separate product (which may be indicated by a new product name) for an additional charge.
- q. "New Version" shall mean a new packaging of the Licensed Software which provides enhanced functionality and/or significantly enhanced performance in comparison with the previous version and is offered by Basis Technologies as a separate product (indicated by a new version number) for an increased or additional charge.
- r. "Patch or, cumulatively, Patches" shall mean a software modification to enhance and/or update the functionality of the Licensed Software to address any failure of the Licensed Software to function and perform substantially in accordance with the Documentation.
- s. "Personnel" means all employees, staff, other workers, agents and consultants of Basis Technologies and of any subcontractors who are engaged in the provision of the Support and Maintenance Services from time to time.
- t. "Release" shall mean all Patches, revisions and updates to the Licensed Software which correct faults, contain consolidated error corrections, and/or add minor functional enhancements (but does not constitute a New Version or New Product or Platform) and which Basis Technologies makes generally available to its Licensees in respect of the Licensed Software without additional charge and/or to those Licensees who receive Support and Maintenance Services.
- u. "Service Level" shall mean the level of response by Basis Technologies as set out in this document.
- v. "Software Licence Agreement" shall mean the licence between Basis Technologies and the Licensee specifying rights and obligations over the use of software and services provided by Basis Technologies.
- w. "Subscription Fee" shall mean the fee for the Licensed Software and the related Support and Maintenance Services for the Subscription Term.
- x. "Subscription Term" shall mean the initial Subscription Term together with any subsequent continuous periods for which Licensee has contracted with Basis Technologies for the Software License.
- y. "Support" shall mean :
 - 5.1.y.1. Respond to tickets, provide info in knowledgebase, share FAQs
 - 5.1.y.2. Provide existing patches to known bugs
 - 5.1.y.3. Troubleshoot issue within customer (any release) or internal system (releases which are in maintenance"
 - 5.1.y.4. Service Level active for Ticket response time
- z. "Support and Maintenance Fee" shall mean the fee for the Support and Maintenance Services.
- aa. "Support and Maintenance Services" shall mean the services set out within this document.
- bb. "Support and Maintenance Services Document" shall mean this document.
- cc. "ZenDesk" shall mean the software application for support management provided at <https://basistechnologies.zendesk.com/hc/en-us>.