



Lenses® Enterprise

End User License Agreement

Lenses.io Ltd is a company registered in England & Wales
Company Registered Number 09975716
VAT number: GB 231980705
Registered office address
New Penderel House, 4th Floor, 283-288 High Holborn
London, United Kingdom, WC1V 7HP
<https://lenses.io>

End User License Agreement - Order

This Order is agreed between:

Lenses.io Ltd., a company organised and existing in the United Kingdom, with its registered address at New Penderel House, 4th Floor, 283-288 High Holborn, WC1V 7HP, London ("Lenses.io"); and

(Company name) a company organised and existing in **(Country)**, with its registered address at **(Registered Address)** (the "**Licensee**")

This Order is subject to the provisions of the End User License Agreement – Terms and Conditions attached hereto at Schedule 1 ("Terms") and forms part of the Agreement, as defined in those Terms. Unless expressly stated to the contrary herein, this Order shall be additional to, and shall not supersede, all other Orders and/or Schedules agreed pursuant to the Agreement.

The Agreement between the parties is effective on **(Effective Date)**

Lenses® provides visibility and control over your streaming data. Data discovery via an intuitive web interface, a comprehensive SQL experience for data in motion, monitoring, alerting, data governance, multi-tenancy and security. A complete user experience to building and managing your data pipelines and micro-services on Apache Kafka and Kubernetes.

Additional components ("Add-ons") include i). Kubernetes components and charts ii) Prometheus integration iii) Grafana integration iv) Kafka JDBC driver v) Python/Go libs vi) CLI tool.

Format of the Software: The product and any available documentation, video or tutorial is distributed electronically and may occur from either a download website or email, which will be provided to the Licensee after the acceptance of this Agreement. The Software is distributed as a compressed file, or relevant containers.

Licence Term: **12 months**

Scope of Use: Solely for Licensee's internal purposes. The license allows usage of the Software on the following environments :

- Small Platform license (t2.large EC2 instance type) is restricted and the Licensee can not use the Software under the following scope and features: more than 1 cluster, more than 7 brokers, more than 20 users
- Medium Platform license (m4.xlarge EC2 instance type) is restricted and the Licensee can not use the Software under the following scope and features: more than 1 cluster, more than 20 brokers, more than 40 users
- Large Platform license (m5.2xlarge EC2 instance type) is restricted and the Licensee can not use the Software under the following scope and features: more than 1 cluster, more than 40 brokers, more than 60 users

Please do get in touch with Lenses.io for custom EULA through AWS private offers.

Lenses.io will provide the Licensee with activation files (the "**License Key**") that applies to each software environment described as part of this clause.

Charges: **(Total amount of charge and what it includes)**

Support and Maintenance: As described in the Support Schedule attached hereto as Schedule 2. The agreed Service Level shall be as follows:

SERVICE LEVEL: **(.....)**

For and on behalf of

Lenses.io Ltd

For and on behalf of

company name

SIGNED:.....

SIGNED:

NAME: Antonios Chalkiopoulos

NAME:

TITLE: CEO

TITLE:

DATE:

DATE:

Schedule 1

End User License Agreement – Terms and Conditions

These Terms and Conditions form part of the Agreement between Lenses.io and the Licensee whose details appear on the applicable Order, and apply to the provision of the Software set out in the Order by Lenses.io to such Licensee.

WHEREAS:

- (A) Lenses.io is the entire legal and beneficial owner of the Software and is willing to license the use of the Software.
- (B) The Licensee wishes to obtain a license to use the Software.
- (C) Lenses.io wishes to enter into an arrangement to license the use of the Software (defined below) to the Licensee, on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

1 . DEFINITIONS

"Agreement" means this license agreement including the Order and all executed Schedules.

"Charges" means those charges and fees for the Software set out in the Order to this Agreement;

"Confidential Information" means information that:

- (a) is by its nature confidential;
- (b) is designated in writing by Lenses.io as confidential;
- (c) the Licensee knows or reasonably ought to know is confidential;
- (d) Information comprised in or relating to any Intellectual Property Rights of Lenses.io.

"Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights.

"Order(s)" means the schedule(s) that set out details of the licence granted by Lenses.io to the Licensee, substantially in the form attached hereto.

"Licence Scope" means the scope of the licence granted by Lenses.io to the Licensee hereunder, as set out in clause 2 and the Licence Schedule(s).

"Software" means the software product provided by Lenses.io as set out in the Order in the format set out in the Licence Schedule.

"Supported Environment" means a software and hardware environment on which the Supported Technologies have been installed;

"Supported Technologies" means the versions of Apache Kafka with which the Software must be used.

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

In the case of conflict or ambiguity between any provision contained in the body of this license and any provision contained in the Order, the provisions in the body shall take precedence.

2. LICENSE GRANT

2.1. In consideration of the fee paid by the Licensee, Lenses.io grants to Licensee a non-exclusive, non-transferable, non-sublicensable license for the Term set out in the Order to install and use the Software on the Supported Technologies strictly in accordance with the Licence Scope set out in the Order and subject to the terms and conditions set out in this Agreement and the Licence Schedule.

2.2. The Licensee may not use the license other than as specified in the Order, without the prior written consent of Lenses.io and the Licensee acknowledges that additional fees may be payable on any change of use approved by Lenses.io. The Licensee may make backup copies of the Software for its lawful use. The Licensee shall record the number and location of all copies and take steps to prevent unauthorised use.

2.3 . The Licensee shall not, without the prior written consent of Lenses.io;

- 2.3.1 . Sub-license, assign or novate the benefit or burden of this license in whole or in part;

- 2.3.2 . Allow the Software to become the subject of any charge, lien or encumbrance; and
- 2.3.3 . Deal in any other manner with any or all of its rights and obligations under this Agreement.

2.4. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2.5. The Licensee shall ensure that the number of installations of the Software does not exceed the number specified in the Order and shall notify Lenses.io immediately if it becomes aware of any unauthorised use of the Software by any person.

2.6. Nothing in this Agreement will serve to transfer from Lenses.io to the Licensee ownership of the Software, and save for the limited licence expressly set out herein, all right, title and interest in and to the same will remain exclusively with Lenses.io.

2.7. The Licensee grants to Lenses.io a non-exclusive, worldwide, non-assignable, non-sub-licensable, royalty-free licence to use such information and materials as are provided to Lenses.io by the Licensee for the sole purpose of performing its obligations under this Agreement.

2.8. Nothing in this Agreement shall prevent Lenses.io from using any know-how, methods, techniques or procedures owned or developed by Lenses.io in the course of complying with its obligations hereunder.

2.9 . The Supported Technologies required by the Licensee to enable it to use the Software shall be procured by the Licensee.

2.10. Save as otherwise expressly authorised by this Agreement, the Licensee will not:

- 2.10.1 . modify, translate or create derivative works of the Software;
- 2.10.2 . decompile, reverse engineer or reverse assemble any portion of the Software or attempt to discover any source code or underlying ideas or algorithms of the Software;
- 2.10.3 . sell, assign, sublicense, rent, lease, loan, provide, distribute, share, timeshare, grant a security interest in, use for service bureau purposes, or otherwise transfer all or any portion of the Software, or the Licensee's right and license to use the Software;
- 2.10.4 . make, have made, reproduce or copy the Software;
- 2.10.5 . remove or alter any trademark, logo, copyright or other proprietary notices associated with the Software;
- 2.10.6 . use the Software in any manner not expressly authorised by this Agreement; or
- 2.10.7 . cause or permit any other party to do any of the foregoing.

2.11. The Licensee may permit its employees to use the Software in accordance with the Licence Scope, provided that the Licensee takes all necessary steps to procure such employees' compliance with the terms of this Agreement.

2.12. The Licensee will put in place all appropriate technological and other security measures to ensure that the Software is physically and electronically secure from unauthorized use or access.

3 . THIRD PARTY SOFTWARE

3.1. The Software may be delivered with other software or code distributed subject to licenses from third-party suppliers ("Third Party Software"). The Licensee accepts and agrees to the terms of such third-party licenses applicable to the Third Party Software and acknowledges that such third-party suppliers disclaim and make no representation or warranty with respect to the Third Party Software or any portion thereof and assume no liability for any claim that may arise with respect to the Third Party Software. Third Party Software licenses are set forth at: <http://lenses.io/third-party-software>

4 . LICENSEE OBLIGATIONS

4.1. The Licensee shall install the Software and Third Party Software on the Supported Environment and shall use the Software only in connection with such Supported Environment.

4.2. The Licensee shall be responsible for setting its authorised users up with access to the Software, and Lenses.io shall have no liability for any inability of the Licensee's authorised users to access the Software, or for any unauthorised access to the Software.

5 . SUPPORT AND MAINTENANCE

5.1. Where expressly set out in the Order, Lenses.io will provide the Licensee with such support and maintenance as is set out in the Support Schedule.

5.2. Notwithstanding the provision of support or maintenance by Lenses.io, or any other terms associated with the provision of the same, Lenses.io shall not be obliged to make modifications or provide support in relation to the Licensee's computer hardware, operating system software, or third party application software or any data feeds or external data.

6 . OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1. As between Lenses.io and the Licensee and subject to the grants under this Agreement, Lenses.io owns all right, title and interest in and to:

- 6.1.1 . the Software (including, but not limited to, any modifications thereto or derivative works thereof);

6.1.2 . all ideas, inventions, discoveries, improvements, information, creative works and any other works discovered, prepared or developed by Lenses.io in the course of or resulting from the provision of any services under this Agreement; and

6.1.3 . any and all Intellectual Property Rights embodied in the foregoing.

6.2. The Licensee acknowledges that all Intellectual Property Rights in the Software and any maintenance releases belong and shall belong to Lenses.io, and the Licensee shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement.

7 . CHARGES

7.1. The Software will be provided for the Charges set out in the applicable Order.

7.2. All Charges hereunder are exclusive of VAT and any other taxes or duties that shall be charged in addition at the rates in force at the time of application.

7.3. Invoices rendered by Lenses.io to a Licensee shall be paid by each Licensee in full without discount, deduction, set-off or counterclaim of any kind in accordance with the payment terms set out in the relevant Order or otherwise within twenty-eight (28) days of the invoice date.

7.4. Should a Licensee fail to make any payment due under the terms of this Agreement by the due date for payment to Lenses.io, then Lenses.io shall be entitled without prejudice to any other right or remedy to charge the Licensee interest on the amount outstanding on a daily basis at the rate of five per cent (5%) per annum above the base rate of the Bank of England from time to time in force, such interest to be calculated from the due date for payment thereof to the date of actual payment.

8 . LIMITATION OF LIABILITY

8.1. Lenses.io shall not in any circumstances have any liability for any consequential, indirect or economic loss or damage.

8.2. Furthermore, Lenses.io shall not be liable for any losses or damages which may be suffered by the Licensee (or any other person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise, howsoever, which fall within any of the following categories:

8.2.1. special damage even if Lenses.io was aware of the circumstances in which such special damage could arise;

8.2.2. loss of profits;

8.2.3. loss of anticipated savings; loss of business opportunity;

8.2.4. loss of goodwill;

8.2.5. loss or corruption of data.

8.3. Subject to clause 8.6, the total liability of Lenses.io, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall not exceed in the aggregate a sum equal to the fee paid or payable as per this Agreement, during the twelve (12) months immediately prior to the event giving rise to this liability; and

8.4. The Licensee agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) Lenses.io shall have no liability in any circumstances otherwise than in accordance with the express terms of this licence.

8.5. Notwithstanding anything contained in this Agreement, in no event shall Lenses.io be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Software with Licensee computer programs.

8.6. The exclusions and limitations of liability in clauses 8.1 to 8.5 shall apply to the fullest extent permissible at law, but Lenses.io does not exclude liability for:

8.6.1. death or personal injury caused by the negligence of Lenses.io, its officers, employees, contractors or agents;

8.6.2. fraud or fraudulent misrepresentation;

8.6.3. breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

8.6.4. any other liability which may not be excluded or limited by law.

8.7. All dates supplied by Lenses.io for the delivery of the Software shall be treated as approximate only. Lenses.io shall not in any circumstances be liable for any loss or damage arising from any reasonable delay in delivery beyond such approximate dates.

8.8. All references to "Lenses.io" in this clause 8 shall, for the purposes of this clause only, be treated as including all employees, subcontractors and suppliers of Lenses.io and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

9 . CONFIDENTIALITY

9.1 . Each party shall, during the term of this licence and thereafter, keep confidential all Confidential Information, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any Confidential Information, which may become known to such party from the other

party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

9.2 . This clause 9 will survive termination of this Agreement.

9.3 Publicity. Licensee may state publicly that it is a user of the Software. Any identification or use of a party's brand, logo or trademark shall conform with the trademark use guidelines provided by one party to the other. Licensee agrees to participate with Lenses.io in publicity events which include the items listed below:

- Use of Licensee's logo on the Lenses.io website and sales presentations
- Conversations with analysts (subject to separate NDA)
- Providing a quote in a Lenses.io press release
- Full press release announcing Licensee's engagement with Lenses.io
- Written success story/case study related to Lenses.io
- Video success story/case study related to Lenses.io
- Speaking at Lenses.io events and/or webinar
- Speak to press regarding Lenses.io

10. DATA PROTECTION

10.1. The Licensee and Lenses.io shall comply with all applicable data protection and privacy laws and regulations in the performance of its obligations set out under these Terms, including the EU General Data Protection Regulation 2016/679 ("GDPR") ("Data Protection Laws"), in each case including all other successor legislation and regulation thereto. Full information regarding Lenses.io's use of personal information can be found in Lenses.io's Privacy Policy.

10.2. Lenses.io may collect, store, transfer and process data regarding the Licensee's authorised use of the Software ("Telemetry Data"), such as but not limited to IP addresses, information about the browser or device, information regarding the usage: for example when it's used or how often, which function is used or related statistical information, information about the software for example the version or usage history of the Software. In no case does Lenses.io collect any information from content or data processed by the user. Telemetry Data collection serves exclusively for statistical purposes and for guiding the development of Lenses.io's products and services. The Licensee may at any time disable the collection of Telemetry Data via the configuration settings of the Software.

11. WARRANTY DISCLAIMER

11.1. To the maximum extent permitted by applicable law, the Licensee acknowledges and agrees that the Software is used by Licensee at Licensee's sole risk and is provided 'as is' without warranty of any kind, either expressed or implied, including, but not limited to, any (if any) implied warranties of merchantable quality, conditions of fitness for a particular purpose and any warranties arising by statute or otherwise in law or from a course of dealing, course of performance, or use of trade, all of which are hereby excluded and disclaimed.

11.2. Lenses.io does not guarantee, warrant or make any representation that the operation of the Software will be uninterrupted or error-free, or that defects in the Software will be corrected. Furthermore, Lenses.io does not guarantee, warrant or make any representations regarding the use or the results of the use of the Software in terms of their correctness, accuracy, reliability or otherwise. No oral or written information or advice given by Lenses.io or an authorised representative of Lenses.io shall or shall be deemed to create a warranty.

11.3. Lenses.io does not warrant that the Software will function in any environment other than on the Supported Technologies and Lenses.io shall not be liable for any failure by the Licensee to properly install the Software on the Supported Environment.

11.4. The Licensee acknowledges that:

11.4.1. The Software has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and

11.4.2. it is therefore the responsibility of the Licensee to ensure that the Software meets its own individual requirements.

11.5. All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement, whether expressed or implied by statute, common law, trade usage or otherwise and whether written or oral, are hereby expressly excluded to the fullest extent permissible under applicable law.

12. INDEMNIFICATION

12.1. Lenses.io, at its expense and in its sole discretion, shall defend any claim, demand, action or proceeding against a Licensee asserting that the Software licensed to the Licensee pursuant to an Order infringes any Intellectual Property Rights of any third party (each an "Infringement Claim") and shall pay any final judgments awarded or settlements entered into with such third party, provided that the Licensee gives prompt written notice to Lenses.io of any such Infringement Claim, grants Lenses.io the full authority to proceed as contemplated herein and uses all reasonable endeavours to mitigate the sums which may be payable by Lenses.io hereunder. The foregoing obligations shall not apply to the extent the alleged infringement arises as a result of or is based upon (i) modifications to the Software not performed by Lenses.io; or (ii) use or combination of the Software with other programs or data.

12.2. Lenses.io shall have the exclusive right to defend at its expense any such Infringement Claim, and to make settlements thereof at its own discretion, and the Licensee may not settle or compromise any such Infringement Claim, except with the prior written consent of Lenses.io. The Licensee shall give such assistance and information as Lenses.io may reasonably require in connection with the investigation, defense or settlement such Infringement Claims. In the event any such Infringement Claim is brought or threatened, Lenses.io may at its sole option and expense:

- 12.2.1. procure for Licensee the right to continue use of the Software or the allegedly infringing part thereof; or
- 12.2.2. modify or amend the Software or the allegedly infringing part thereof, or replace the Software so the Software or part thereof as so modified, amended or replaced has substantially the same or better capabilities as the original Software or part thereof; or
- 12.2.3. if neither of the foregoing solutions is commercially practicable, Lenses.io may terminate this Agreement with respect to the allegedly infringing part of the Software and for term licenses Lenses.io shall refund the licence fees paid by Licensee which are attributable to any future period for which license fees have been paid in advance but which the Software will not be used. Lenses.io will then be released from any further obligation whatsoever to Licensee in connection with the alleged infringing part of the Software.

13. GOVERNING LAW

13.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales

13.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

14. TERM AND TERMINATION

14.1. This Agreement commences on the Effective Date and shall continue until terminated by either party on the provision of not less than sixty (60) days written notice to the other, save that no such termination shall be effective until all Licence Schedules have expired or have been terminated.

14.2. Lenses.io may terminate this Agreement or any Order in the event of any of the following:

- 14.2.1. if the Licensee is in breach of any term of this Agreement and has not corrected such breach to Lenses.io's reasonable satisfaction within 15 days of Lenses.io's notice of the same; or
- 14.2.2. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors.

14.3. Termination under this clause shall not affect any other rights or remedies Lenses.io may have.

14.4. On termination of this Agreement for any reason:

- 14.4.1. Lenses.io shall be entitled to be paid all sums due and any additional sums specified in each Licence Schedule; and
- 14.4.2. all licences granted pursuant this Agreement and the Order(s) shall immediately terminate.

14.5. On termination of this Agreement for any reason this Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination.

15. ASSIGNMENT

15.1. Licensee shall not assign any rights of this Agreement, without the prior written consent of Lenses.io.

16. NO PARTNERSHIP OR AGENCY

16.1. Nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between any of the parties, or constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party

17. COUNTERPARTS

17.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall constitute a duplicate original but all the counterparts shall together constitute one Agreement.

18. SEVERANCE

18.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. WAIVER

19.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. FORCE MAJEURE

20.1. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this Agreement by giving 10 days' written notice to the affected party.

21. NOTICES

21.1. Any notice given to a party under or in connection with this contract shall be in writing and shall be:

21.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (in any other case); and

21.1.2. sent by email to info@lenses.io

21.2. Any notice shall be deemed to have been received:

21.2.1. if delivered by hand, on the signature of a delivery receipt

21.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

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

22. ENTIRE AGREEMENT

22.1. This Agreement (including these Terms, the Order and any other Schedules referred to in the Order) contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

Schedule 2

End User License Agreement - Support Terms

These Support Terms form part of the Agreement between Lenses.io and the Licensee whose details appear on the applicable Order, and applies to the provision of support and maintenance by Lenses.io to such Licensee.

DEFINITIONS

"The Maintenance Services" means the maintenance services to be provided by Lenses.io to the Licensee as outlined in clause 2 of this schedule;

"The Program Documentation" means the user instructions, operating manuals and all other related materials supplied by Lenses.io to enable the proper operation and functionality of the Software.

"The Support Services" means the support services to be provided by Lenses.io to the Licensee as outlined in clause 1 of this schedule

1. SUPPORT SERVICES

1.1 During the term of this Agreement Lenses.io shall provide the following support services to the Licensee:

1.1.1 Technical support is provided to Licensee paying account holders and is available in accordance with the Service Level Agreement via email (support@lenses.io) or via the customer support portal (<https://support.lenses.io>) on a basis (*based on the agreement*) (Central European Time), England and Wales Bank Holidays excluded.

1.1.2 Support is only available in English.

1.2 The Licensee shall supply to Lenses.io a detailed description of any fault requiring support services and the circumstances in which it arose, and shall submit sufficient material and information to enable the Lenses.io's support staff to duplicate the problem.

2. MAINTENANCE SERVICES

During the term of this Agreement Lenses.io shall provide the following maintenance services to the Licensee:

2.1 Error Correction

2.1.1 Lenses.io shall ensure that all faults in the Software shall be classified and handled as shown below. Failures shall be classified as to the severity that they have on the working system. The severity classification shall be used to determine the response time for returning the system to its fully operational state, as further set out in the Service Level Agreement set out in the Order.

The severity classification shall be:

- (i) Class P1: Emergency. Any Software problem resulting in complete outage or loss of service or functionality and not fixed after restarting the service;
- (ii) Class P2: Urgent. Any Software problem that reduces software service and functionality, system security or data integrity, or which represents a serious threat to service;
- (iii) Class P3: Non-urgent. Low level Software or procedural problems requiring resolution in defined time scales;
- (iv) Class P4: Low. Other low level Software or procedural problem or enhancement requests

2.1.2 The Licensee shall determine the severity of classification of faults as they arise.

2.1.3 The error correction service referred to in this clause 2.1 shall not apply to any version of the Software other than the current release or to defects or errors resulting from any unauthorised modification or incorrect use of the current release (including use of the current release on or with faulty equipment or programs used in conjunction with the current release or on or with equipment (other than such computer equipment on which the Software is installed and in operational use) or programs not supplied by or approved in writing by Lenses.io, provided that for this purpose any programs designated for use with the current release in the specification shall be deemed to have the written approval of Lenses.io).

2.1.4 The Licensee shall be charged in accordance with Lenses.io's current standard scale of charges for any services provided by Lenses.io at the request of the Licensee which are excluded under 2.1.3 clause or which Lenses.io finds are unnecessary.

2.2 Releases

2.2.1 Lenses.io shall inform the Licensee promptly of any improved version of the Software that Lenses.io shall make from time to time and shall deliver to the Licensee as soon as reasonably practicable the object code of the new release in machine-readable form together with the Program Documentation published on Lenses.io's website.

2.3 Technical Advice

2.3.1 Technical advice will be provided by Lenses.io to resolve any difficulties or questions the Licensee may have with regard to the use of any current release. Such technical advice shall be provided by e-mail through support@lenses.io or such other means as set out in the Service Level Agreement.

3. EXCLUSIONS

3.1 Lenses.io shall not be obliged to provide Support Services or Maintenance Services in respect of:

3.1.1 any software other than the Software;

3.1.2 defects or errors resulting from any unauthorised modification of the Software or the equipment on which the Software is installed and in operational use;

3.1.3 defects or errors resulting from incorrect use of the Software (including use of the Software on faulty equipment or with computer hardware, operating systems or other supporting software other than those specified in the Program Documentation); and

3.1.4 any programs not supplied by or approved in writing by Lenses.io.

3.1.5 any Open-Source Software component included and/or used in the Software

3.2 The Licensee shall be charged in accordance with Lenses.io's current standard scale of charges for any Support Services and Maintenance Services provided by Lenses.io at the request of the Licensee which are excluded under clause 3.1.

3.3 Where a new version of the Software has been available to the Licensee, Lenses.io reserves the right to discontinue the Support Services and Maintenance Services for any prior version of the Software.

3.4 Lenses.io shall not be obliged to make modifications or provide support in relation to the Licensee's computer hardware, operating system software, or third party application software or any data feeds or external data.