

Quantexa End User License Agreement

This Quantexa End User License Agreement (“**Agreement**”) governs End User’s use of the Software and this Agreement is incorporated into the contract between Licensor and End User. In the event End User is procuring Software from a Reseller then this Agreement is incorporated into the contract between End User and Reseller pursuant to which Reseller is reselling the Software to End User.

1. Definitions and Structure

Any capitalized terms not otherwise defined in this Software Agreement shall have the meaning set forth in this section:

Authorized Users means End User’s employees, agents and subcontractors authorized to access and use the Software;

Documentation means the Licensor’s specifications and user guides for the Software as made available by Licensor to End User;

Initial Software Term means the initial term of End User’s Software Subscription, commencing on the License Commencement Date and continuing for the period as set out in the Software Schedule;

Intellectual Property Rights means including without limitation, rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights;

License Commencement Date means the effective date of the Software Schedule, as set out in the Software Schedule (or where no such date is stated, the date of last signature of the Software Schedule);

Maintenance Release means a release of the Software which provides patches, corrects bugs, errors or faults or otherwise provides updates to the Software which Licensor generally makes available to its End Users but which is not a new product containing new functionalities which from time to time is publicly marketed and released by Licensor and has not been purchased by End User;

Scope means the scope of use limitations for the Software license as set out in the applicable

Software Schedule, such as the limitation on the number of Authorized Users and territory for the Software Subscription;

Software means the Software owned by Licensor (or its affiliates or licensors, as applicable) for which End User has purchased a Software Subscription as set out in the Software Schedule and further described in the Documentation;

Software Fees means the fees payable by End User for the Software Subscriptions as set out in the Software Schedule;

Software Subscription means the license to use the Software and receive related Support Services for the Software Term under and in accordance with this Agreement;

Support Services means the support services provided for the Software in accordance with Section 4 and the Support Service Level package purchased by End User as indicated in the Support Services Schedule attached to this Agreement;

Warranty Period means the Software Term.

2. Software Delivery and Installation

2.1 Licensor shall make the Software and related Documentation available to End User by the License Commencement Date via the download space designated by Licensor, as notified to End User. Delivery and acceptance of the Software and related Documentation shall occur on the date the Software download access is made available to End User.

3. Software License and Conditions

3.1 Subject to End User paying the Software Fees, the restrictions set out in this clause 3 and the Software Schedule and the other terms and conditions of this Agreement, Licensor hereby grants to End User a non-exclusive, non-transferable, non-sublicensable license to use the Software and the Documentation during the Software Term in accordance with the

Scope and this Agreement solely for End User's internal business operations.

- 3.2 To the extent that End User has appointed a third Party outsource provider, such outsource provider may access the Software and Documentation only to such extent as is necessary to enable the outsource provider to implement the Software and/or provide certain implementation, hosting and related services, as applicable, for End User provided that End User and each outsource provider enter into a written agreement that includes provisions requiring the outsource provider's compliance with the terms of the Agreement prior to such access, including without limitation non-disclosure of Licensor Confidential Information and End User shall, upon request, provide written confirmation to Licensor of the existence of such an agreement. Such licence to outsource provider shall automatically terminate upon the earlier of completion of the services from the outsource provider to End User or termination of this Agreement. End User shall be liable for any breaches by the outsource provider of this Agreement. Licensor has no other obligations nor makes any other commitments to the outsource provider under this Agreement.

3.3 End User may:

- a. install the Software for End User's business operations only and in accordance with the Documentation and the Scope and limitations of the Software license set forth in this Agreement and the Software Schedule;
- b. duplicate the Software only to the extent necessary in order to load, display, run, transfer or save the Software simultaneously and limited to number set out in the Software Schedule, as applicable;
- c. make copies of the Software acquired solely for back-up purposes and only to replace the Software copy if such copy is lost, destroyed or becomes unusable. This back-up copy cannot be used for other purposes and must be destroyed when End User loses the right to use the Software or when

the Software Term expires or is terminated for any other reason.

3.4 **End User shall not:**

- a. take any action which would jeopardize Licensor's rights and title to the Software and Documentation;
- b. remove or change the labels, instructions or trademark signs contained in the Software or the Documentation;
- c. except as expressly permitted by applicable law, disassemble, reverse engineer or decompile the Software or any part, or otherwise derive its source code;
- d. make the Software or Documentation or any license keys provided to End User accessible to third Parties or to employees other than those who have been appointed by End User to work in connection with the Software, including any outsource provider in accordance with the terms above;
- e. make changes or modifications to the core functionality or source code of the Software or otherwise create any derivative work of any part of the Software.
- f. permit the core functionality or the source code of the Software to be combined with, or become incorporated in, any other programs;
- g. allow the Software to become the subject of any charge, lien or encumbrance;
- h. use the Software to provide any service related to the Software, to or for the benefit of any third Party, or use the Software, develop software or products which are competitive with any of the Software; and/or
- i. sell, license, sublicense, distribute, assign or otherwise transfer to a third Party the Software or any copy thereof, in whole or in part, without the express prior written consent of Licensor.

- 3.5 Except as otherwise set out in this Agreement, Licensor expressly reserves all Intellectual Property Rights in and to the

Software, including without limitation, to publish, duplicate, process, use or exploit the Software.

- 3.6 The Software may contain open-source software, freeware or shareware as set out in the Documentation ("**Open-Source Software**"), and Licensor does not charge any license fee to End User for its use of such Open Source Software. Certain licence conditions ("**Open-Source Terms**") may apply to the Open-Source Software as specified in the Documentation. End User hereby accepts such Open-Source Terms and acknowledges that, to the extent required by the relevant Open-Source Terms, Licensor excludes any warranties, indemnities and liabilities in respect of End User's use of such Open-Source Software. Upon request of End User and where required by the Open-Source Terms, Licensor shall provide to End User a copy of the source code of the Open-Source Software. To the extent there is a conflict between this Agreement and the Open-Source Terms, the terms of the Open-Source Terms shall prevail over this Agreement with regard to the Open-Source Software only.

4. **Support Services**

- 4.1 Unless otherwise agreed in the Software Schedule, Licensor shall, during the Software Term and in consideration for the Software Fees, provide the Support Services to End User in accordance with the Support Service level purchased by End User as indicated in the Software Schedule and detailed in Schedule 2 to this Agreement.
- 4.2 The Support Services do not include support for any hardware or associated equipment on which the Software is installed or any related software or applications or other third-party software or services.
- 4.3 As part of the Support Services, Licensor will deliver and license to End User Maintenance Releases for the Software when required and in the form Licensor, in its discretion, determines to be appropriate (which may be by way of a local fix or patch of the Software or a temporary by-pass solution). Licensor may also issue Maintenance Releases to fix bugs or resolve issues reported by End Users

through the Support Services. End User will install such Maintenance Releases promptly and acknowledges that the support for previous version of the Software shall only continue for the period from the date of the new Maintenance Release as set forth in Schedule 1 or as otherwise notified by Licensor to End User.

5. **Software Warranty**

- 5.1 Subject to section 5.2 below, Licensor warrants for the Warranty Period that the Software will perform materially in accordance with the Documentation when used in accordance with this Agreement and such Documentation.

5.2 Licensor does not warrant:

- a. the performance of the Software outside the scope of the Documentation, unless it has been expressly agreed in writing between End User and Licensor;
- b. Software related problems caused by accident, fire, power changes, other hazards, or acts of God or other events outside of Licensor's reasonable control;
- c. any third-Party software, hardware and/or services; or use of the Software with any third party software, hardware or services if such third Party software, hardware or services cause the problem(s) reported by End User;
- d. that the use of the Software will be uninterrupted or error-free;
- e. Software related problems caused by misuse, improper testing, unauthorized attempts to repair, modifications or customisations to the Software by End User, System Integrators or any other third Parties or any other cause beyond the range of the intended use of the Software as set out in the Documentation;
- f. that the Software will achieve End User's intended results or that the Software has been developed to meet the individual requirements of End User.

- 5.3 Should a warranty breach occur during the Warranty Period and End User notifies Licensor within the Warranty Period and provides all the information that may be necessary to assist Licensor in resolving the defect or fault (including a documented example of any defect or fault, or sufficient information to enable Licensor to re-create the defect or fault), Licensor will, at its sole option and expense either repair or replace the Software or parts therein; or if

Licensor cannot reasonably repair or replace the Software or parts therein, then Licensor will at its option refund the purchase price paid for the Software or parts therein and terminate End User's right and licence to use the Software or parts therein for the Software for which End User has received the refund. Where Licensor resolves any defects or provides a refund as set out in this provision, Supplier shall have no further warranty or liability in respect of such defect or fault.

5.4 Maintenance Releases shall be warranted for a period of three (3) months from the date of the release; provided that only the part of the Software for which the Maintenance Release was required will have a new warranty commencement date. The original Warranty Period and commencement date (as set out in clause 5.1) shall continue to apply to the remainder of the Software for which a Maintenance Release was not provided.

5.5 The Software is not intended to dictate End Users actions required for compliance with applicable legal or regulatory matters, but as a computer platform to enable End User to automate, improve or assist with certain of the End Users business activities. End User understands and acknowledges and agrees that it is solely the End Users responsibility to ensure that any requirements imposed on it under applicable law and regulation are accurately implemented.

5.6 **DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES PROVIDED IN THIS CLAUSE 5 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, FITNESS FOR A PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT, ALL OF WHICH ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED BY LICENSOR AND ITS LICENSORS OR AFFILIATES.

6. **End User Obligations**

6.1 End User shall:

- a. Comply with all applicable laws and regulations;
- b. keep all copies of the Software secure and comply with the obligations and license restrictions set forth in clause 3 of this Agreement and the applicable Software Schedule including making all Authorized Users aware of obligations and restrictions set forth in this Agreement;
- c. be responsible and liable for the access to and use of the Software and/or Support Services by its Authorized Users and any other persons it gives access to the Software and Support Services and any breach of the Agreement by such persons; and
- d. be responsible for backing-up its data to ensure recovery of its data.

6.2 keep complete and accurate records (including without limitation complete copy of the log files for the Software, where applicable) to permit accurate assessment of End User's compliance with its permitted Scope of use as set out in this Agreement and the applicable Software Schedule. Licensor may include in its Software functionality which periodically monitors and reports to Licensor the Scope and use of the Software. To the extent such functionality is not available, End User shall permit Licensor to perform an audit of End User's use of the Software and Documentation. Licensor will endeavour to comply with the reasonable security requirements of End User during such audit and upon written request may provide End User with a copy of its audit report.

7. **Reseller Relationship and Fees**

7.1 End User acknowledges and agrees that any independent entity authorized by Licensor to market, distribute, or resell limited term subscription licenses to the Software ("Reseller") through which End User has procured the Software or from which End User receives any services or products related to the Software is not an agent of Licensor. Reseller is an independent party from Licensor and has no authority to bind Licensor whether through representations, warranties, or otherwise and Licensor makes no representations or warranties as to such Reseller and fully disclaims all warranties as further set forth in this Agreement.

7.2 As a condition of providing the

- Software, End User shall pay Reseller fees and any applicable taxes for the Software and Services specified in the applicable order form made part of this Agreement, pursuant to the payment terms between Reseller and End User.
- 7.3 In the event of termination of the reseller agreement between Licensor and Reseller Licensor may, at its option and upon notice to End User, require continued payment of fees for the Software and Services to be paid to a replacement reseller or to Licensor.
- 8. Confidentiality.**
- 8.1 “Confidential Information” means information which concerns the business and/or affairs of a party (including any customers of such party), including but not limited to information relating to a party’s operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one party to the other.
- 8.2 Except as permitted by clause 8.3, each party undertakes that it shall not disclose to any third party any Confidential Information disclosed to it by the other party at any time during the term of the Agreement and for a period of five years after termination or expiration of the Agreement (except for information which is deemed a trade secret for which the obligations of confidentiality shall continue for as long as such information remains a trade secret).
- 8.3 Each party may only disclose the other party’s Confidential Information (i) to its employees, agents or advisors, in the case of Licensor to its affiliates (“Representatives”) who need to know such information for the purposes of carrying out its obligations under the Agreement, provided that the disclosing party takes all reasonable steps to ensure its Representatives comply with the confidentiality obligations contained in this clause 8; and (ii) as may be required by law, court order or any governmental or regulatory authority provided that the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt notice of such court order to enable the disclosing party to see a protective order or otherwise prevent or restrict such disclosure.
- 8.4 The disclosing party shall at all times remain directly liable for its Representatives compliance with the confidentiality obligations set out in this clause and any breach of these terms by its Representatives shall be deemed to be a breach by the party disclosing the information to its Representatives.
- 8.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party’s Confidential Information other than those expressly stated in the Agreement are granted to the other party or are to be implied in the Agreement. In particular, no license is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.
- 8.6 Notwithstanding the foregoing, Confidential Information shall not include:
- 8.6.1 was in or has entered the public domain at the time it was disclosed through no fault of the receiving party;
- 8.6.2 was known to the receiving party, without restriction, at the time of disclosure;
- 8.6.3 is disclosed with the prior written approval of the disclosing party;
- 8.6.4 was independently developed by the receiving party without any use of the disclosing party’s Confidential Information; or
- 8.6.5 becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of the obligations of confidentiality set out herein by the receiving party and otherwise not in violation of the disclosing party’s rights.
- 8.7 End User acknowledges that details of the Software, Services, Documentation and the results of any performance tests of such services and any End User feedback on such Software and Services, constitute Licensor’s Confidential Information.
- 8.8 Licensor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be

released, despite being characterized as “confidential” by a party; provided, however, that End User shall take all reasonable steps to notify Licensor in advance of any disclosure and prevent disclosure of Licensor’s Confidential Information as it contains trade secrets and commercial and financial information which is protected under Exemption 4 of the Freedom Of Information Act (FOIA) (5 U.S.C. § 552(b)(4), among other applicable laws.

9. Intellectual Property

9.1 The Software is licensed to the End User not sold. All Intellectual Property Rights in and to the Software, Documentation, Support Services and any software, materials and documents developed under the Agreement, and any updates thereto (“**Licensor IP**”) will at all times remain vested in and be the exclusive property of Licensor and its affiliates or its licensors, as applicable, and End User shall not acquire in any way any title, rights or ownership or Intellectual Property Rights in such Licensor IP.

9.2 Nothing in this Agreement shall be construed so as to prevent Licensor from using techniques, ideas and other know-how (including feedback from End User) gained during the performance of the Agreement in the furtherance of its own business.

9.3 **Indemnity:** Subject to the conditions below, Licensor shall defend and indemnify End User against any third-party claim that the use of the Software in accordance with the terms of this Agreement infringes the Intellectual Property Rights of a third-party. In the event of any claim pursuant to this indemnity, End User shall use reasonable endeavours to mitigate any loss, give Licensor prompt written notice of the claim, not make any admissions or settlements in respect of such claim, cooperate fully with Licensor in its defense, and give Licensor sole authority to control the case and any related settlement negotiations (as permitted by 28 USC 516). Licensor is not responsible for any settlement made without Licensor’s written consent, nor liable for any indemnity in such circumstances. Licensor’s obligations under this Section 8.3 do not apply if a claim is based on the

use of superseded or altered version of the Software if such infringement would have been avoided by use of the latest unaltered version of the Software made available to End User at no charge. If a third-party infringement claim is substantiated Licensor shall, in its sole reasonable election and expense, either:

- a. procure End User’s right to continue to use the Software in accordance with this Agreement;
- b. replace or modify the Software to make it non-infringing; or
- c. if (a) and (b) are not reasonably feasible, terminate this Agreement with respect to the infringing Software. Other than as provided in this Section 8.3, End User has no other remedy against Licensor arising from a claim of actual or alleged infringement of intellectual property rights in the Software.

This indemnity shall not apply to the extent that any claim arises from any combination of the Software with any other software not supplied or authorized by Licensor or any modification to the Software by you if such claim would not have arisen but for said combination or modification.

10. Software Term and Termination

10.1 This Agreement shall commence on the License Commencement Date and continue in effect for the duration of the Software Term.

10.2 Unless terminated earlier in accordance with this Section 9, the Software Subscription commences on the License Commencement Date and continues for the Initial Software Term as may be further defined in the Software Schedule.

10.2.1 Without affecting any other right or remedy available to it, either Party may immediately terminate this Agreement at any time upon written notice to the other Party, if: (a) the other Party commits a material breach of this Agreement and such breach is not remediable or is not remedied within thirty days (30) of written notice requiring that Party to do so; or (b) a voluntary arrangement approved, or an administration order is made, or receiver or administrative receiver is appointed over any of the other Party’s assets or undertaking or resolution or petition to wind up the other Party is passed or

presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or the other takes or suffers any action similar to any of the above in any jurisdiction

10.3 On termination of this Agreement for any reason:

10.3.1 End User will immediately pay all outstanding Software Fees due or to become due to Licensor under this Agreement including, in the case of termination by Licensor for cause or by End User for convenience in accordance with this agreement, the Software Fees covering the remainder of then current Initial Software Term or Renewal Period, as applicable, after the date of termination;

10.3.2 all rights and licences granted to End User under the Agreement automatically terminate and End User shall immediately cease use of the Software and Support Services and remove all copies of the Software from its systems;

10.3.3 each Party will promptly return or, at the other Party's option, destroy any materials (including any Documentation) relating to this Agreement and any Confidential Information of the other Party together with all copies thereof;

10.3.4 each Party will promptly delete all electronic copies of the other Party's Confidential Information and the Software relating to this Agreement; and

10.3.5 the accrued rights and liabilities of the Parties under this Agreement will not be affected.

11. LIMITATION OF LIABILITY

11.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND SUBJECT TO CLAUSE 10.2 LICENSOR'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY END USER FOR THE SOFTWARE IN THE TWELVE MONTHS PRECEDING THE DATE THE CLAIM AROSE, IRRESPECTIVE OF THE BASIS OF CLAIM, WHETHER IN CONTRACT, INDEMNITY OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE; AND

11.2 LICENSOR SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT,

SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGES, OR FOR ANY LOSS OF PROFIT OR ANTICIPATED SAVING, OR FOR ANY LOSS OF CONTRACTS, LOSS OF REVENUE, DELAY, LOSS OR CORRUPTION OF DATA, OR LOSS OF GOODWILL, IRRESPECTIVE OF THE BASIS OF CLAIM AND WHETHER IN CONTRACT, INDEMNITY OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

11.3 THE LIMITATION AND EXCLUSIONS IN SECTION 11 SHALL NOT APPLY TO LIABILITY FOR: DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE OR WILFUL MISCONDUCT; BREACH OF CONFIDENTIALITY; FRAUD; ANY MATTER WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

12. General

12.1 **Entire Agreement.** This Agreement constitutes the complete agreement and understanding between the parties concerning the subject matter hereof, and supersedes all prior and contemporaneous proposals, agreements, understandings, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the subject matter of this Agreement. Purchase orders, invoices and the like are issued for administrative convenience only and shall have no legal effect except to the extent expressly provided herein.

12.2 **Waiver.** A party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. No waiver of any right, remedy or obligation under this Agreement will be valid unless in writing, specifying the terms to be waived, and signed by the party agreeing to the waiver.

12.3 **Severability.** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be

invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

12.4 Governing Law and Jurisdiction.

This Agreement and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, breach of statute or regulation, or otherwise) shall be governed by and construed in with the laws of the England and Wales without reference to the conflicts of law provisions thereof. Both parties submit to the exclusive jurisdiction of the English courts.

12.5 Assignment. End User must not assign, sublicense or transfer this Agreement or any rights or obligations hereunder without Licensor's prior written consent. Licensor may transfer this Agreement and its rights and obligations to any associate company, subsidiary, holding company or to any successor to its business or relevant part of that business (provided that transfers of obligations are conditional on transferee express assumption of such obligations towards End User).

12.6 Compliance with Sanctions. End User shall not deploy or utilize the Software in a country or territory that is the subject or target of sanctions, including, without limitation, Cuba, Iran, North Korea, Sudan, Syria and Crimea. The Software and related software, documentation and any other Quantexa materials are subject to the export control laws of various countries, including without limitation the laws of the United States and the UK. End User agrees that it will not submit the Software and related software, documentation and any other Quantexa materials to any government agency for licensing consideration or other regulatory approval without Quantexa's prior written consent and will not export the same to countries, persons or entities prohibited by such laws. End User shall also be

responsible for complying with all applicable governmental regulations of the country where it is registered, and any foreign countries with respect to the use of the Software and related software, documentation and any other Quantexa materials by End User and its users. End User shall not use the Software and related software, documentation and any other Quantexa materials for any purpose or in any manner that may or could likely lead to the foregoing being subject to any applicable export license by virtue of being included on the United States Munitions List, Commerce Control List, or any other applicable export regime as implemented under applicable law. End User will not engage in any activity that would cause Quantexa to be in violation of any such export control laws and regulations.

1.1 No partnership or agency. The Parties are independent business and not principal and agent, partner, or employer and employee. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

1.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by registered mail return receipt requested; or (c) sent by overnight air courier; in each case forwarded to the appropriate address set forth in the Software Schedule. Either Party may change its address for notice by written notice to the other Party. Notices will be considered to have been given at the time of actual delivery in person, or three (3) business days after posting, or one (1) day after delivery to an overnight air courier service.

1.3 Force majeure is governed by FAR 52.212-4.

1.4 Variations. Save as otherwise expressly stated in this Agreement, this Agreement

may only be modified or varied in writing
executed by duly authorized
representatives of both Parties

Software Schedule

End User:	Insert specific agency or department at the lowest possible level to ensure appropriate restriction. Ensure this aligns with the ordering instrument used by any Reseller.
Licensed Software:	
License Commencement Date:	
Software Term:	
Software Fees & Payments:	
Permitted Purpose:	
Users:	
Instances:	
Environments:	
Territory:	
Line of business:	
Volume of Sources:	
Other License Parameters:	
Support Service Level:	
Special Terms:	

Quantexa Software Support

Supplier shall, during the Software Term and in consideration for the Licence Fees, provide the Software Support for the Licensed Software to the Customer in accordance with the Support Service Level and Support For Previous Versions as detailed below.

The Software Support does not include support for any hardware or associated equipment on which the Licensed Software is installed or any related software or applications or other third party software or services.

As part of the Full Software Support, Supplier will deliver and license to the Customer Maintenance Releases for the Licensed Software when required and in the form Supplier, in its discretion, determines to be appropriate (which may be by way of a local fix or patch of the Licensed Software or a temporary by-pass solution). Supplier may also issue Maintenance Releases to fix bugs or resolve issues reported by customers through the Software Support (the "Full Support"). As part of Core Support, Supplier will address only critical vulnerabilities and Severity 1 bugs will be fixed and only when possible. As part of Core Support, Supplier will not address lower severity bugs that can be fixed by upgrading to the latest version (the "Core Support").

Support Service Level

- 24x7 support coverage via our hotline, support portal or email
- 24x7 access to our support forums
- 24x7 Support for Severity 1 and Severity 2 Incidents
- Sev3 and Sev 4 incident support during Support Business Hours only.
- "Support Business Hours ": 09:00 to 17:00 GMT/BST on a Business Day. Business Day: Monday to Friday (excluding statutory public holidays in England);

Support levels

Severity Level	First Level (Response)	Second Level (Fix or Workaround)	Final Level (Official Fix)
Severity 1	1 hour	24 hours	2 Business Days/Next Minor Release
Severity 2	2 hours	72 hours	7 Business Days/Next Minor Release
Severity 3	12 Business Hours	15 days	Next Major Release/mutual agreement
Severity 4	5 days	N/A	Mutual agreement

Definitions

Maintenance Releases: a release of the Licensed Software which provides patches, corrects bugs, errors or faults or otherwise provides updates to the Licensed Software which Supplier generally makes available to its customers but which is not a new product containing new functionalities which from time to time is publicly marketed and released by Supplier and has not been purchased by Customer

Major Release: Major backwards incompatible changes, new features or modules, may require migration of configuration, customisations or dependent code.

Minor Release: Backwards compatible changes, new features, bug fixes and upgrades to dependent components to remedy any identified vulnerabilities. Will not require database migration or index reloading (unless exceptional and optional).

Severity 1: An incident caused by the supported software that severely impacts customer use of Licensed Software in a production environment (i.e. loss of production data or a production system is not functioning), where the situation halts all business operations involving the use of the supported Licensed Software and no workaround exists.

Severity 2: An incident where the supported Licensed Software is functioning but the functionality of the Licensed Software in a production environment is severely reduced (e.g., search service unavailable or a significant subset of business critical investigations are inaccessible), where the situation is causing a high impact to business operations, involving the use of the supported Licensed Software and no workaround exists.

Severity 3: An incident that involves a partial loss of use of the supported Licensed Software in a production environment or development environment. For production environments, there is a medium impact on the business (e.g., intermittent search failures or a small number of investigations being inaccessible), but your business continues to function, including by using a workaround. For development environments, usage of supported Licensed Software is severely reduced or development activity severely hampered.

Severity 4: A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business operations or the performance or functionality of your system due to a cosmetic Licensed Software defect or behaviour. For development environments, there is a medium-to-low impact on your business operation, but your business continues to function, including by using a workaround.

First Level (response): Acknowledgement of an issue and the remedy, if available.

Second Level (Fix or workaround): Workaround, Minor Release or patch including applicable documentation. Workaround can be provided either in a temporary fix, procedure, or routine to be used until a maintenance update containing the Final Fix is available from the Supplier.

Final Level (Official fix): Configuration change or fix, Minor or Major Release, including applicable documentation.

Support For Previous Versions: Quantexa's Full Support and provision of Maintenance Releases for previous versions of the Licensed Software shall continue for the longer of 24 months from the release date of the initial Major Release or 18 months from the release date of the next Major Release of the Licensed Software. However, if the underlying software, such as Elasticsearch or Apache Spark, that the Licensed Software depends on is out of support sooner, Full Support shall terminate (the "**Previous Version Support Term**").

Upon expiry of the Previous Version Support Term, Customers may elect to purchase extended support in the form of Core Support of the Licensed Software for a 6-month period (the "Core Support Term". Written notice from the customer of the request to extend support must be received no-less than 90 days prior to the expiry of the then current Previous Version Support Term. The 6-month Core Support shall be priced at fifteen (15) percent of the applicable annual Licence Fee on the commencement of the Core Support, subject to a minimum price of £250,000 GBP (excluding taxes) and payable upon commencement of the Core Support Term.

Work-Around: means any temporary work-around, patch or bypass in order temporarily to correct the relevant issues, provided that functionality, compatibility or use is not adversely affected.