

END USER LICENSE AND MAINTENANCE AGREEMENT

This Software License Agreement (this "Agreement"), effective as of XX-XXX-XXX (the "Effective Date"), is by and between Howden Canada Inc. with offices located at 1381 Rue Hocquart, St-Bruno-de-Montarville, Quebec J3V 6B5, CANADA ("Licensor") and XXX ("Licensee"). Licensor and Licensee may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS Licensor desires to license the Software Ventsim Design Premium to Licensee; and

WHEREAS, Licensee desires to obtain a license to use the Software for its internal business purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) "Documentation" means Licensor's user manuals, handbooks, and installation guides relating to the Software provided by Licensor to Licensee either electronically or in hard copy form/end user documentation relating to the Software.
- (b) "Site" means an array of underground interconnected tunnels or an office building, owned by the same legal entity and defined by one single site name as set forth in documents remitted at time of sale.
- (c) "Software" means the product described in documents remitted at time of sale in object code format, including any Updates provided to Licensee pursuant to this Agreement.
- (d) "Third-Party Products" means any third-party products described in documents remitted at time of sale provided with or incorporated into the Software, including any open source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.
- (e) "Updates" means any updates, bug fixes, patches, or other error corrections to the Software that Licensor generally makes available free of charge to all licensees of the Software.

2. License.

- (a) License Grant. Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 13(g)) license during the Term to: (i) use the Software solely for Licensee's internal business purposes at the Site(s) as specified in the documents remitted at time of sale and following the rules as set forth in those documents; and (ii) use and make a reasonable number of copies of the Documentation solely for Licensee's internal business purposes in connection with Licensee's use of the Software.
- (b) Use Restrictions. **Licensee shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement for the specific Site(s), and specifications set forth in documents remitted at time of sale.** Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (c) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.
- (d) Delivery. Licensor shall deliver the Software electronically, on tangible media, or by other means, in Licensor's sole discretion, to Licensee as set forth in the applicable purchase agreement.

3. Licensee Responsibilities.

- (a) General. Licensee is responsible and liable for all uses of the Software and Documentation resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.
- (b) The Software also contains certain open source software, in particular but not restricted to software under MIT licence, BSD3 clause licence, MS-PL, Licence.Zlib, Inno set up licence, Apache licence. Licensee understands and acknowledges that such open source software is not licensed to Licensee pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license. Licensee shall have only such rights and/or licenses, if any, to use the open source software.

4. Maintenance; Upgrades.

- (a) Subject to the terms and conditions of this Agreement and the documents remitted at time of sale, and conditioned on Licensee's compliance therewith, during the Term, Provider will provide to Licensee support services (the "Services") in accordance with the Provider's description of support services described on Exhibit and thereafter, solely if Licensee renews the Services and pays the applicable Fees. Any additional services, including consulting, may be provided as set forth in an additional invoice and for such Fees as designated therein. The Services shall automatically renew for another term unless Licensee provides Licensor at least 90 days advance written notice of Licensee's intention to terminate the Services.
- (b) Licensor may, from time to time, and for an agreed upon Fee, replace, modify or upgrade the Software. Any such replacement or modification shall be deemed Software and subject to the terms of this Agreement unless otherwise superseded by a written agreement between the Parties.

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5. Fees and Payment.

(a) **Fees.** Licensee shall pay Licensor the fees ("Fees") set forth in documents remitted at time of sale and Exhibit without offset or deduction. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse Licensor for all costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days following written notice thereof, may declare this Agreement terminated pursuant to Section 12(b), without incurring any obligation or liability to Licensee or any other person by reason of such termination.

(b) **Taxes.** All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

6. Inspection.

Licensor shall have the right during normal business hours, to inspect the locations of Licensee to ensure that all Software has been duly licensed. Licensee shall maintain a record of all licenses of Software for a minimum of three (3) years following the expiration or termination of this Agreement. Furthermore, Licensor or its authorized agent shall have the right to periodically audit Licensee's use of the Software, provided that: 1) Licensee is provided at least five (5) business days advance notice of Licensor's intention to audit; and 2) the audit is conducted during normal business hours and no more often than once every calendar year unless Licensor has reasonable to believe of an additional default under this Agreement. If during an audit, Licensee is found to be utilizing the Software in violation of this Agreement, Licensee shall pay the cost of the audit to Licensor and all additional Fees entitled to be paid to Licensor as a result of the misuse. Licensee will pay all such amounts to Licensor within thirty (30) days of the date Licensor notifies Licensee that an amount is due, together with interest thereon at the rate of 10% per annum from the date the amount should originally have been paid to the date it is actually received by Licensor or, if lower, the highest rate permitted under applicable law.

7. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party prior to the disclosure as evidenced by written files. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. Intellectual Property Ownership.

Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation and, with respect to Third-Party Products, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Products.

9. Warranty Disclaimer.

THE SOFTWARE, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. LICENSOR IS NOT RESPONSIBLE FOR ANY LOSS CAUSED BY LICENSEE'S USE OF THE SOFTWARE OR ANY RELATED EQUIPMENT.

RESULTS FROM THE SOFTWARE MAY VARY BASED ON MANY FACTORS INCLUDING ADEQUATE TRAINING OF LICENSEE'S PERSONNEL, PROPER OPERATION AS PER DOCUMENTATION AND THE OPERATION AND MAINTENANCE OF ANY RELATED THIRD PARTY EQUIPMENT. LICENSEE IS RESPONSIBLE FOR MAINTAINING THE OPERATION OF THE SOFTWARE AND ANY EQUIPMENT. ANY ACTIONS TAKEN BASED ON THE SOFTWARE RESULTS ARE SOLELY THE RESPONSIBILITY OF THE LICENSEE.

10. Indemnification.

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Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any third-party claim based on Licensee's: (i) negligence or willful misconduct; (ii) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment or technology not provided by Licensor or authorized by Licensor in writing; (iv) modifications to the Software not made by Licensor; (v) failure to properly train Licensee's personnel or failure to properly operate or maintain any third party equipment in connection with the use of the Software; (vi) any actions taken based on the Software results; or (vii) use of any version other than the most current version of the Software or Documentation delivered to Licensee, provided that Licensee may not settle any third-party claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such third-party claim or unless Licensor consents to such settlement, and further provided that Licensor will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability.

IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE LESSER OF (I) THE AMOUNT PAID BY LICENSEE TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO ANY CLAIM OR (II) TWENTY THOUSAND USDN (\$ 20,000), AS THE CASE MAY BE.

12. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until one year from such date (the "Initial Term"). This Agreement will automatically renew for an additional one year term unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Licensor's delivery of written notice thereof; (B) breaches any of its obligations under this Agreement and fails to remedy such breach within 10 days of written notice thereof or (C) pursuant to Section 5(a);

(ii) You may terminate this EULA at any time by destroying all your copies of the Software. Your license to the Software automatically terminates if you fail to comply with the terms of this agreement. Upon termination, you are required to remove the Software from your computer and destroy any copies of the Software in your possession. In order to terminate the maintenance contract if any, you will have to send a written notice to Licensor

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 5, Licensee shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the Licensor that the Software and Documentation has been deleted or destroyed. Licensor shall be entitled to recover from Licensee the remaining Fees that would have been owed during the Term of the Agreement notwithstanding the termination thereof. No expiration or termination will affect Licensee's obligation to pay all Fees for the Term of the Agreement or entitle Licensee to any refund.

(d) Survival. This Section 12(d) and Sections 1, 5, 6, 7, 8, 9, 10, 11, and 13 survive any termination or expiration of this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion,

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war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Quebec. Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ICC Arbitration Rules. The seat of arbitration shall be Montréal, Quebec. The language of the arbitration shall be English. The number of arbitrators shall be one.

(g) Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(h) Export Regulation. The Software may be subject to export control laws. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules in connection with this Agreement.

(i) Equitable Relief. Notwithstanding anything to the contrary set forth herein, each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under 7 or, in the case of Licensee, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Howden Canada Inc.

Licensee

By:

By:

Name: Olivia Dandineau Fiorini

Name:

Title: Financial Director

Title:

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EXHIBIT Maintenance Services (if applicable)

During the term of this Agreement and if a maintenance has been purchased by the Licensee, Licensor shall perform the maintenance services in accordance with the designated Service Level as defined here under, once Licensor can access the Licensee's servers remotely with reasonable quality connection. Licensee shall report an incident, an incident is a repeatable and documented malfunction of the software not allowing normal use in a defined environment, normal use is specified in the documentation on the website with the connection sent to Licensee at the implementation of the service by the Licensor contact stated below. Licensor will prioritize in its sole discretion all incidents based on its reasonable assessment of the severity level of the problem reported; and respond to all incidents in accordance with the responses and response times specified in the table set out below.

Licensor has the sole right to determine, in its reasonable discretion: (a) what constitutes an incident; (b) when an incident is deemed to be resolved and (c) if any service credit shall be due. In connection with the performance of the Services, Licensee shall provide Licensor's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Licensor to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement. Licensor is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Licensee's obligations under this Agreement.

Licensee shall designate and maintain throughout the Term one or more individuals to serve as its primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services (each, a "Technical Contact"). The Technical Contact(s) shall be the sole contact(s) between Licensee and Licensor in connection with day-to-day matters relating to the provision of Services and be responsible for reporting incidents, providing day-to-day consents and approvals on behalf of Licensee, and communicating with and providing timely and accurate information and feedback to Licensor in connection with the Services. Customer shall ensure its Technical Contact(s) has/have the requisite organizational authority, skill, experience, and other qualifications to perform these duties. Licensee shall use its reasonable efforts to maintain the same Technical Contact(s) in place throughout the Term and provide at least 10 days' prior written notice to Licensor of any replacement or change in the name or contact information of any Technical Contact.

If when doing the analysis of the incident, it appears that it is due to a usage of the Software not corresponding to the user manual, or to a modification to the software not done by a Licensor, then the time spent on analysis will be either invoiced or taken out of the support bank of hours if any is in place. Licensor shall seek to resolve the Incident as set forth below. If Licensor is not able to resolve the incident within the timeframe set forth below, then a credit will be given on the next invoice to Licensee as set forth below to the extent that Licensee is not late in any payment of Fees hereunder and if a maintenance is in process at the time.

The Licensor will use the feedback from the Licensee develop to improve the software for users experience and efficiency of the system, however that the features that are developed is at the sole discretion of the Licensor. The frequency of the releases of the new versions will vary and will remain at the sole discretion of the Licensor. The maintenance fee is including the access to the new versions as they become available but is not including any work to implement these updates. This work can be provided by Licensor for a fee to be agreed upon.

Service Fees:

Payable:

Licensor contact:

Incident reporting procedure:

Initial Response Time:

LEVEL	DEFINITIONS	TIME RESPONSE
Urgent:	Software is down without any means to use it.	1 Worked Day response time during worked days from 9 AM to 5 PM Australian hours
High:	Simulation or loading file is not working.	2 Worked days response time during worked days from 9 AM to 5 PM Australian hours
Medium:	Editing the model or viewing results is not possible.	5 Worked days response time during worked days from 9 AM to 5 PM Australian hours
Low:	Editing the model or viewing results is difficult but still possible.	5 Worked days response time during worked days from 9 AM to 5 PM Australian hours

Resolution of the Incident: Resolution of the incident means the provision of: (a) Services that, in Provider's sole/reasonable discretion, correct the Incident; (b) information to Customer that corrects the Incident; (c) information to Customer on how to obtain a new software version that corrects the Incident; (d) notice to Customer that the Incident is caused by the usage of the Software in an unapproved environment or with unapproved parameters contrary to Documentation.

- The Turn Around Time, for solving the incident, are described below:

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LEVEL	TURN AROUND TIME AFTER INITIAL REQUEST
Urgent:	LICENSOR shall work on the problem and find a suitable work-around or to implement a fix to restore the Software to a state that allows Licensee to continue to use all major functions of the Software in the following 3 worked days.
High:	LICENSOR shall work on the problem and find a suitable work-around or to implement a fix to restore the Software to a state that allows Licensee to continue work in the following week.
Medium:	LICENSOR shall work on the problem and find a suitable work-around or to implement a fix to restore the Software to a state that allows Licensee to continue work in the following fortnight.
Low:	LICENSOR shall work on the problem and find a suitable work-around or to implement a fix to restore the Software to a state that allows Licensee to continue work in the next 60 days or in the next version.

- Credits:

LEVEL	SERVICE CREDIT
Urgent	An amount equal to 50% of the-then current monthly Service Fee for each additional day or part of a day (not to exceed [5] days) that Licensor fails to Resolve the Incident.
High	An amount equal to 30% of the-then current monthly Service Fee for each additional day or part of a day (not to exceed [5] days) that Licensor fails to Resolve the Incident.
Medium	An amount equal to 10% of the-then current monthly Maintenance Fee for each additional day or part of a day (not to exceed [3] days) that Licensor fails to Resolve the Incident.

No credits are given for Incident Low level. Both parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by Licensee and not a penalty and the exclusive remedy for each Incident. Service Credits shall be shown as a deduction from the amount due in the next invoice then due to be issued under this Agreement in accordance with the terms of this Agreement.