

VISIONOSS END USER LICENSE

1. GRANT OF LICENSE

- 1.1. **Grant of License.** Subject to the terms and conditions of this License, the relevant VisionOSS quotation and subject to payment of all License fees due to VisionOSS, VisionOSS hereby grants to Customer a non-exclusive, non-transferable, non-sub-licensable, license to use the Software during the License Term and solely for Customer's own internal business purposes and for the quantity as specified in the applicable Purchase Order.
- 1.2. **Requirements.** Customer shall use the Software only in accordance with the Documentation and this License.
- 1.3. **License Restrictions.** Customer shall not, and shall not permit any third party to, under any circumstances:
 - 1.3.1. use the Software for any purpose or in any manner that is not expressly authorized by this License;
 - 1.3.2. alter, modify, adapt or create derivative works of the Software or any part of it;
 - 1.3.3. remove, erase, alter or tamper with any copyright, trade mark or other proprietary rights notice printed or stamped on, affixed to, or encoded or recorded in the Software or fail to preserve any such notice in any copy of the Software;
 - 1.3.4. reproduce, modify or copy the Software, except to make back-up copies as permitted by any applicable law;
 - 1.3.5. sell, rent, market, assign, license, sublicense, transfer, transmit or convey any right or interest in the Software to any person, including any outsourcer, vendor, contractor, partner or affiliate;
 - 1.3.6. reverse assemble, engineer or compile, disassemble or decompile the Software except to the extent permitted by any Applicable Law.
 - 1.3.7. continue to use the Software after the License Term has been reached or continue to use the Software if the subscriptions have not been renewed.
- 1.4. **Updates and Upgrades.** The Licenses provided hereunder shall apply to any updates or upgraded versions of the Software delivered under any Support and Maintenance Agreement.
- 1.5. **Open Source Software.** The Software may include and be distributed with certain third party open source components ("OSS"). The OSS is provided in terms of the relevant licenses and the required notices are provided with the Software.

2. ACCEPTANCE.

Unless otherwise agreed in writing, the Software shall be deemed to be accepted by the Customer upon delivery of the Software. But in any event the Software shall be deemed to be accepted by the Customer upon the Customer's commercial and/or operational use of the Software.

3. INTELLECTUAL PROPERTY

- 3.1. **Title.** The copyright and other Intellectual Property Rights originating in or deriving from the Software and the Services and programme files, codes, related technical information and any subsequent revisions, enhancements or other derivative works of the foregoing and all documents prepared or supplied by VisionOSS in connection with this Agreement or otherwise are and will at all times remain the property of VisionOSS (or its licensors). The Customer acknowledges that any and all copyright and other Intellectual Property Rights which subsist in or arise in connection with the Software and/or the Services anywhere in the world belong to VisionOSS (or its licensors) and that the Customer shall have no right in or to the Software and/or the Services or any related documentation save the right to use it as permitted by this Agreement. Nothing in this Agreement shall be construed as an assignment or grant to Customer of any right, title or interest in or to the Software, the documentation related thereto, or in any patent, copyright, trademark, service mark, slogan, symbol or design of VisionOSS or any licensor. Customer shall have no right to use the foregoing except as specifically permitted by this Agreement, and VisionOSS and its licensors retain all rights not expressly granted herein.
- 3.2. **Modifications.** Customer hereby assigns to VisionOSS any present and future Intellectual Property Rights in any modification or improvement to the

Software which incorporates part of the original Software and is made by the Customer. Customer agrees to execute, and shall procure that any employee or independent contractor execute, any documentation reasonably requested by VisionOSS consistent with the foregoing, all without additional consideration.

- 3.3. **Customer's Data.** Notwithstanding the above, all data provided by the Customer shall remain the sole and exclusive property of Customer.
- 3.4. **Marks.** No rights are granted to Customer hereunder to any trademarks, service marks, slogans, symbols or designs of VisionOSS ("VisionOSS Marks"), and Customer agrees not to register or to use any term which contains or is confusingly or deceptively similar to the VisionOSS Marks.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. **Software Warranty.** VisionOSS warrants, for Customer's benefit alone, that for a period of 30 (thirty) days from the date of delivery of the Software that: (a) the Software, when used in accordance with this Agreement, will perform substantially in accordance with the Documentation therefor; and (b) the medium upon which the Software is provided to Customer shall be free from defects in materials and workmanship under normal use; and (c) any services provided by VisionOSS will be performed in a workmanlike manner. VisionOSS does not warrant that the operation of the Software will be uninterrupted or error-free or that any defects that may exist in the Software can be corrected.
- 4.2. **Software Warranty Remedy.** For any breach of warranty by VISIONOSS, Customer's exclusive remedy, and VisionOSS's entire liability, shall be replacement/modification/re-performance of the Software or services in question at the sole discretion of VisionOSS. Customer shall provide VisionOSS promptly with all necessary cooperation, information and data that may be reasonably required by VisionOSS for the analysis and rectification of any non-conformance of the Software.

5. INDEMNIFICATION

- 5.1. **Obligation to Indemnify.** Subject to the remaining provisions of this Section 5, VisionOSS shall defend, indemnify and hold harmless Customer from and against all damages, awards, judgments, costs and/or expenses (including reasonable legal fees incurred at the request of VisionOSS) finally awarded in any third-party claim or demand alleging infringement of any third party Intellectual Property Rights by the Software.
- 5.2. **Indemnification Procedures.** Customer shall promptly notify VisionOSS of any claim or demand that is made, brought or threatened against Customer for which Customer requires an indemnity hereunder. Customer agrees that VisionOSS or any other third party owner of the Software shall have control of the defense and/or settlement of the claim and give VisionOSS or any other third party owner of the Software as applicable such assistance as it may reasonably request.
- 5.3. **Infringement.** If the Software becomes subject to any allegation of infringement or misappropriation or, in the reasonable opinion of VisionOSS, is likely to become subject to such an allegation, VisionOSS shall be entitled, at its own expense and option, either to:
 - 5.3.1. modify or replace the infringing items of the Software (without detracting in any way from their performance or functionality) so that the same cease to be infringing; or
 - 5.3.2. procure the right for Customer to continue using the Software as contemplated by this Agreement; or
 - 5.3.3. refund the unutilised portion of any prepaid Licence fee paid to VisionOSS.
- 5.4. **Exceptions.** VisionOSS shall have no liability for, and Customer shall indemnify and hold harmless VisionOSS and any other third party licensors from and against, any claim that the Software infringes or misappropriates any Intellectual Property Right, where the infringement or misappropriation is caused by the Customer's use of the Software other than as set out herein.
- 5.5. **Exclusive Remedy.** This Section 5 states VisionOSS's entire liability and Customer's exclusive remedy for infringement and/or misappropriation of Intellectual Property Rights.

6. **LIMITATION OF LIABILITY**
VISIONOSS'S AND ITS AGENTS' AND SUB-CONTRACTORS' AGGREGATE LIABILITY, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER WITH RESPECT TO THIS LICENSE, THE SOFTWARE, ANY SERVICES PROVIDED BY VISIONOSS, OR THE DELIVERY OR NON-DELIVERY OF THE SOFTWARE, REGARDLESS OF THE LEGAL THEORY (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), SHALL NOT BE GREATER THAN THE LICENSE FEES PAID TO VISIONOSS UNDER THIS AGREEMENT DURING THE 12 (TWELVE) MONTHS PRIOR TO THE ACCRUAL OF SUCH CLAIM(S) OR \$1 MILLION (1 000 000 USD) WHICHEVER IS THE LESSER. THIS LIMITATION WILL NOT APPLY TO DEATH OR PERSONAL INJURY CAUSED BY VISIONOSS'S NEGLIGENCE OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED BY LAW.
7. **DISCLAIMER OF DAMAGES**
UNDER NO CIRCUMSTANCES WILL VISIONOSS BE LIABLE FOR ANY LOSS OF PROFITS, ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF REVENUE OR LOSS OF GOODWILL, EVEN IF VISIONOSS IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN VISIONOSS AND CUSTOMER, AND VISIONOSS'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.
8. **USAGE**
- 8.1. VisionOSS requires that the Customer's license usage will be audited at the end of every month to ascertain the usage and license types used during the month.
- 8.2. The Customer will provide VisionOSS with the monthly license audit files by no later than the 7th day of each

month and VisionOSS will provide the Customer with the license usage numbers within 7 days of the audit files being delivered to VisionOSS. If the Customer fails to provide the license audit files, VisionOSS will be entitled to invoice for the number of licenses from the last audit and assume a 5% increase in license usage each month.

9. **TERM AND TERMINATION**

- 9.1. The term of this License shall commence on delivery of the Software by VisionOSS to the Customer and shall continue thereafter for the duration of the License Term or until terminated as set forth in this Section 9 whichever is the earlier.
- 9.2. Either party may terminate this License with immediate effect by written notice to the other party on or at any time after the occurrence of a material breach by the other party of this Agreement and which (if the breach is capable of remedy) the defaulting party has failed to remedy within 30 (thirty) days after receipt of written notice of such breach from the terminating party.
- 9.3. On termination by VisionOSS under Section 9.2 all Licenses granted under this agreement will terminate automatically and Customer shall cease all use of the Software and, at VisionOSS's sole option, either: (a) return all copies of the Software in its possession or control; or (b) destroy all copies of the Software in its possession or control. At VisionOSS's request a duly authorized officer of Customer shall certify in writing to VisionOSS that Customer has complied with its obligation under this Section 9.3.
- 9.4. On termination or expiration of this License for any reason:
- 9.4.1. VisionOSS shall be entitled to be paid all sums due;
- 9.4.2. termination shall not affect the rights of either party accruing or accrued prior to the termination of this Agreement; and
- 9.4.3. this Agreement shall continue in force to the extent necessary to give effect to those of its provisions that expressly or impliedly have effect after termination. **END**

VISIONOSS SUPPORT AND MAINTENANCE TERMS

1. **ADDITIONAL DEFINITIONS**

- 1.1. "Business Day" means Monday through Friday.
- 1.2. "Business Hours" means 0900 to 1700 on a Business Day in the Customer's location.
- 1.3. "Defect(s)" means any material respect in which the Software or the Cloud Service does not correspond to the Documentation.
- 1.4. "Service Level Objective" or "SLO" means the target performance metrics as provided in this Schedule.
- 1.5. "Severity" means the defect/call classification attributed to a Defect or query in accordance with section 3.
- 1.6. "Target Response Time" means the timeframe in which Defect diagnosis and analysis can be undertaken and a resolution action plan put in place.
- 1.7. "Target Resolution Time" means the time to be used to resolve issues by providing suitable workarounds.
- 1.8. "Target Design Defect Resolution Time" means the time to be used to provide defect fixes in the form of patches, patch bundles, minor or major releases.

2. **SUPPORT AND MAINTENANCE SERVICES**

Subject to all fees being paid, VisionOSS will use commercially reasonable endeavours to provide the support and maintenance services defined in this section within the metrics set forth in the Service Level Objectives for releases of the Software corresponding to the latest Software version made generally available by VisionOSS to its customers and for previous releases of the Software, where not more than 12 months have passed since the release date of the latest Software version. The 12 (twelve) months period as noted above may be extended by another 12 (twelve) month to a total of 24 (twenty-four) month upon written agreement between VisionOSS and the Customer and which may include additional terms concerning the extended period. A surcharge of 50% (fifty percent) of the subscription fees for the relevant Software will apply in this case for the additional 12 (twelve) month period.

The Customer acknowledges that the provision of the Support Services by VisionOSS is subject to and dependent on the Customer's ability to comply with its obligations under this Agreement. The parties, acting in good faith, will agree to the Severity level (if the parties fail to agree, VisionOSS's decision will be final).

- 2.1. **Technical Support.** Support Services shall include VisionOSS providing the following technical support:
- 2.1.1. Provide assistance by telephone or electronically in locating, diagnosing and identifying Defects in the Software.
- 2.1.2. Provide resolution of Defects in the Software which may be in the form of a corrected copy of the Software, a documented patch until the next release of the Software, a documentation correction or a "work-around" or temporary fix until a Software correction or new release can be installed.
- 2.1.3. The creation and provision from time to time of new releases of the Software and/or updated Documentation. New releases may include, at the sole discretion of VisionOSS, enhancements to the Software which are not licensed separately by VisionOSS.
- 2.2. **Support Exclusions.** Unless otherwise agreed between the parties, Support Services shall, without limitation, specifically not include any of the following:
- 2.2.1. Recovery of data resulting from the improper use or operation of the Software by the Customer including, without limitation, incorrect data entry or data management or non-compliance with the Documentation.
- 2.2.2. VisionOSS participation in routine disaster recovery testing, fail-over testing, or similar testing, or the recovery from the consequences of such testing.

- 2.2.3. Installation and integration of updates and new versions of the Software.
- 2.2.4. Any issues resulting from any breach of the Agreement.
- 2.2.5. In addition, the SLO's shall temporarily not apply if the Customer fails to fulfil its responsibilities as set out in section 2.3 below or if the Customer amends any policies which are applicable to VisionOSS which render the current manner of support and maintenance services impractical. In such event, VisionOSS shall promptly inform the Customer and the parties will immediately discuss and agree on an appropriate solution to enable the full execution of the Support Services.
- 2.3. **Customer's Responsibilities.** The Customer will:
 - 2.3.1. Provide adequately skilled, English-speaking contacts who have been trained in the use and operation of the Software and will be responsible for (i) initial fault diagnosis and attempted resolution of problems and issues other than Defects; and (ii) answering basic queries;
 - 2.3.2. Provide VisionOSS with all necessary cooperation and information on a timely basis which may be reasonably required by VisionOSS for the performance of its obligations to provide support and maintenance services;
 - 2.3.3. Provide remote access to the site where the Software is installed via VPN or jump server to

- allow for remote error diagnosis, bug fixing or software maintenance by VisionOSS;
- 2.3.4. The Customer agrees that any service request or notification of a Defect will be in writing made via the customer portal provided by VisionOSS, and will typically include the information set forth below:
 - A summary of the Defect or request;
 - A detailed technical problem description;
 - Steps to reproduce the problem;
 - Details of any investigations carried out so far;
 - Error message details, as applicable;
 - Business impact description;
 - Customer Severity;
 - Accompanying logs to assist with troubleshooting and investigations;
 - Customer region and time zone;
 - Platform details.
- 2.3.5. Installation, configuration and technical support for the Customer's equipment or systems not provided by VisionOSS and in accordance with the Documentation.
- 2.3.6. In addition to making service requests to VisionOSS via the customer portal, the Customer must call the VisionOSS service desk by telephone in the event of a Severity level 1 or 2 incident.

3. TECHNICAL SUPPORT SERVICE LEVEL OBJECTIVES

Severity Level	Target Response Time	Target Resolution Time	Target Design Defect Resolution Time
1 Critical; VisionOSS system is "down" or encounters a substantial failure resulting in a critical impact to the Customer's business operations. The Software has failed to such an extent that the Customer can't perform absolutely necessary business functions.	15 minutes	90 minutes	5 Business Days
2 Major; There is a partial loss of system functionality; the Software has partially failed to the extent that parts of the system or specific functions are not performing as described in the Documentation with major impact to the Customer's business operations.	15 minutes	8 hours	20 Business Days
3 Moderate; The Software is impaired or some functionality is not available with moderate impact to the Customer's business operations while all major business operations remain functional or a workaround has been provided.	4 Business Hours	5 Business Days	60 Business Days
4 Minor; Software is impaired or some functionality is not available with little or minor impact to the Customer's business operations or a suitable workaround has been provided. This includes requests for information or assistance.	Next Business Day	n/a	n/a
Notes: <ol style="list-style-type: none"> 1. VisionOSS will provide the Support Services for Severity 1 and Severity 2 incidents 24x7, using the follow the sun model. Treatment of Severity 1 and Severity 2 issues requires that, at VisionOSS's request, the Customer makes appropriate resources available to match and support VisionOSS's customer support commitment to problem resolution. 2. Target Response Times and Target Resolution Times are sequential (i.e., the Target Resolution Time commences on the expiration of the Target Response Time). 3. In the event of the Target Resolution Times or any SLO herein not being met, an escalation process exists whereby a director of VisionOSS will be notified of the problem. The director will then work with the Customer to establish an action plan and will report progress to the Customer on a regular basis. 4. Severity 1 and Severity 2 Defect classification do not apply to VOSS-MIGRATE or any non-production installations such as reference, staging, test or disaster recovery platforms. 			