

End User License Agreement

This End User License Agreement (“**Agreement**”) is entered into as of the last date below by and between NOMITECH LTD, and its licensees, successors and assigns (“**NOMITECH**”) and you (an individual, a business or government entity and its authorized employees) who has lawfully acquired a copy of this Software from NOMITECH or a NOMITECH authorized representative (“**Licensee**”) and governs the terms and conditions of access and use of the CostOS Estimating, CostOS Enterprise, CosMO Benchmarking, CostOS Integrator, CellBIM, as well as the associated electronic documents, and any updates and/or upgrades NOMITECH makes generally available to licensees of these products (collectively, the “**Software**”). NOMITECH and Licensee hereafter, may be referred to individually a “**Party**” and collectively “**Parties**.”

1. License Grant

1.1 License to Licensee. Conditioned upon compliance with terms and conditions of this Agreement and any associated software purchase order, NOMITECH grants to Licensee a nonexclusive, non-transferable, non-sublicensable limited right to either install and use the Software on: (i) a single computer; or (ii) a server, or servers, for multi-user named and concurrent access over a secure Local Area Network or secure Wide Area Network, that is owned, leased or otherwise controlled by Licensee. If you purchased multiple licenses for the Software, then at any time you may have as many copies of the Software in use as you have licenses. The Software is “in use” on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (i.e., hard disk or other storage device) of that computer.

1.2 Limited right to Create Configured Products. This Software allows Licensee to input data to personalize the Software, thereby creating a configured product (“**Configured Product**”). If Licensee creates a Configured Product, Licensee represents and warrants that Licensee has all rights, licenses, authorizations, permissions or clearances necessary to input the data for use in connection with the Software without violation of law, rule regulation or third party proprietary right. Licensee’s use of a Configured Product is subject to the license granted in Section 1.1 and the terms and conditions of this Agreement.

2. Confidentiality of Licensee’s Configuration. NOMITECH agrees not to share or re-use any specific configuration (being a specific combination and ordered arrangement of one or many forms, fields inside forms and workflows, and reports) created by or for the Customer, with any third parties without the Customer’s express consent. For the avoidance of doubt, the Supplier shall not be held in breach of this clause if any third parties use any specific configuration which is the same as that created by or for the Customer, provided that the Supplier did not share such configuration.

3. Mutual Confidentiality. This Software and any information disclosed by NOMITECH to Licensee under this Agreement, either directly or indirectly, in writing, verbally or by inspection of tangible objects is NOMITECH proprietary and confidential information (“**Confidential Information**”). Licensee shall undertake not to use any Confidential Information for any purpose except to exercise its rights and perform its obligations under this Agreement. Licensee shall not to disclose any Confidential Information to third parties or to such party’s employees, except to those employees of the receiving party with a need to know. Licensee shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Licensee acknowledges that the Software contains valuable confidential, unpublished NOMITECH Proprietary information, including but not limited to algorithms, innovations, and concepts developed by NOMITECH. The Licensee may, from time to time, disclose information, either directly or indirectly, in

nature (“Licensee’s Confidential Information”). NOMITECH shall undertake not to use any of the Licensee’s Confidential Information for any purpose except to exercise its rights and perform its obligations under this Agreement or for the purposes of discussing other mutual business opportunities. NOMITECH shall not to disclose any of the Licensee’s Confidential Information to third parties or to such party’s employees, except to those employees of the receiving party with a need to know. NOMITECH shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Licensee’s Confidential Information.

On discovery of any loss, unauthorised disclosure or use of Confidential Information, the Party discovering the loss or unauthorised disclosure shall immediately notify the other Party and both Parties shall provide reasonable assistance to regain possession of the Confidential Information and to prevent any further unauthorised use or disclosure.

4. Licensee Representations and Warranties. Licensee represents and warrants that Licensee has lawfully acquired a copy of this Software from NOMITECH or a NOMITECH authorized representative. Licensee further represents and warrants not to, or permit any third party to:

- i. Download, redistribute, encumber, sell, rent, lease, lend, sub-lease, sublicense or otherwise transfer the Software or the right to access and use the Software to any third party without the express written consent of NOMITECH;
- ii. Deliberately install or permit the installation and/or use of any harmful or malicious code, including but not limited to any automated rootkits, trojans, viruses, spyware or other specific exploits designed to breach the security of the Software or learn, gain access to or use the Software or the results of the use of the Software without the knowledge and consent of NOMITECH;
- iii. Attempt to or remove, disable, circumvent or render ineffective any code, feature, process or method of the Software intended to secure, encrypt or otherwise prevent the Software from unauthorized access and use;
- iv. Remove or obscure NOMITECH 's copyright, trademark and other proprietary rights notices, legends, symbols or labels;
- v. Reverse engineer, alter, decompile, disassemble or otherwise attempt to derive the source code of the Software (except as expressly permitted by applicable law); except as permitted under Section 1.2, modify the Software or documentation, including without limitation customization, translation or localization;
- vi. Utilize the Software in connection with any service bureau or time-sharing system or to provide processing services for any third party.
- vii. Allow any other person to access and use this Software via a LAN, WAN or other networked computer except as expressly authorized by this Agreement;
- viii. Use the Software for the development of or in connection with a software application or service that has the same or substantially similar features and/or function to the Software;
- ix. Use the Software for any unlawful purpose; except as permitted by law or a signedwritten agreement of NOMITECH, separate, remove or use all or a substantial part of

- x. Publish into the public domain any results of benchmark tests run on the Software to a third party without NOMITECH's prior written consent.

5. Copyright; Limited Permission for Back-Up Copy

5.1. Copyright. The Software, (as provided or modified by NOMITECH) is owned by NOMITECH or its suppliers or licensors, and all copies thereof, and associated trademarks are protected under the British Law, International Treaty, trade secret, copyright, patent, trademark and other applicable laws. Except as expressly authorized in this Agreement, Licensee may not use, copy or distribute the Software without NOMITECH's prior written authorization, and Licensee represents and warrants not to copy, reproduce, distribute, transmit or display the Software or any derivative work or any part or portion thereof, except as may be permitted herein, without the express written consent of NOMITECH. All copies must include and retain NOMITECH's copyright and other proprietary notices and identifying information. No other copies are permitted under this Agreement. Licensee agrees that NOMITECH may assign and use an individual identifying number (e.g., a serial or PIN number) allocated to each authorized copy of the Software for tracking and tracing the origin of each copy thereof.

5.2. Limited Permission for Back-Up Copy. Licensee may make one backup copy of the Software for the sole purpose of security backup in the event the original Software is destroyed or becomes corrupt. Licensee may request a replacement copy of the Software or a license key in the event the original and backup copy of the Software or license key are destroyed or become corrupt. All requests are subject to validation and the approval of NOMITECH, such approval not to be unreasonably withheld. There is no additional fee for a replacement. Shipping and handling charges may apply. All replacement copies are subject to the terms and conditions of this Agreement as were applicable to the original copy replaced. All original and backup copies of Software or license keys for which a replacement is issued will be considered unauthorized for continued use for any purpose and subject to the return and destruction provisions of Section 13.

6. Ownership. Licensee acknowledges that this Agreement confers only a limited right to use the Software as expressly set forth in this Agreement. Licensee does not become the owner of the Software. Title, ownership rights and all intellectual property rights in and to the Software and all copies thereof are the sole property of NOMITECH (and its licensors, if any). The Software and all copies thereof are protected under British Law, International Treaty, trade secret, trademark, patent, copyright and other applicable laws. Licensee represents and warrants that it will not use the Software or other intellectual property contained therein except as expressly permitted by this Agreement, nor to disclose the Software to third parties, or to take any action to otherwise jeopardize, limit, or interfere in any manner with NOMITECH's ownership of or rights with respect to the Software and intellectual property pertaining thereto.

7. Consent to Use of Data. Licensee shall allow NOMITECH and its affiliates to collect and use technical data and related information, but excluding any operational data, gathered periodically to facilitate the provision of software updates, product support and other services to Licensee (if any) related to the Software. NOMITECH may use this information, as long as it is in a form that does not personally identify Licensee, to improve its products or to provide services or technologies.

8. Support. Neither this Agreement nor this license entitles Licensee to receive from NOMITECH hard-copy documentation, technical support, telephone assistance, or

must purchase a first-year annual maintenance subscription with the purchase of a perpetual Software license. Terms and conditions of the maintenance subscription are described in Exhibit A.

9. User ID and Password. Licensee represents and warrants that it will keep any user ID, password and/or access or registration code confidential and not allow any unauthorized person to use a user ID, password and/or registration or access code for the Software. Licensee shall notify NOMITECH within 72 hours of any actual or suspected disclosure of a user ID, password and/or access or registration code to an unauthorized person or entity.

10. Disclaimer of Representations and Warranties

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE AND CUSTOMIZED PRODUCTS IS AT LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, CUSTOMIZED PRODUCTS, DATA, DOCUMENTATION AND ANY INFORMATION ACCESSIBLE OR GENERATED THROUGH THE USE OF THE SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. NOMITECH HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND CUSTOMIZED PRODUCTS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOMITECH DOES NOT WARRANT AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE AND CUSTOMIZED PRODUCTS, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE AND CUSTOMIZED PRODUCTS WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE AND CUSTOMIZED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR CUSTOMIZED PRODUCTS WILL BE CORRECTED. NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NOMITECH OR ITS AUTHORIZED REPRESENTATIVE CREATES A WARRANTY. SHOULD THE SOFTWARE OR CUSTOMIZED PRODUCTS PROVE DEFECTIVE, LICENSEE ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

11. Disclaimer of Consequential Damages.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT IS NOMITECH, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND SUCCESSORS AND ASSIGNS OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, DELIVERY OR USE OF THE SOFTWARE, ITS CONTENTS OR RESULTS IN THE USE OF THE SOFTWARE LIABLE TO LICENSEE FOR ANY

DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INJURY TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR CUSTOMIZED PRODUCTS. NOMITECH SPECIFICALLY DISCLAIMS ALL DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF DATA OR PROPERTY, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES

USE, INABILITY TO USE, RELIANCE ON OR TRANSFER OF ANY PROPERTY, SOFTWARE, CUSTOMIZED PRODUCTS, INFORMATION OR DATA PROVIDED, GENERATED OR MADE ACCESSIBLE UNDER THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF NOMITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY OR DAMAGES.

12. Limitation of Liability. In no event is NOMITECH's total liability to LICENSEE for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid under this agreement in the last calendar year for software licenses and maintenance. The foregoing limitations applies even if the above stated remedy fails of its essential purpose.

13. Indemnity. The Licensee shall defend, indemnify and hold harmless NOMITECH its officers, directors and employees against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Licensee's use of the Software, Customized Products or breach of this agreement, provided that:

- (a) the Licensee is given prompt notice of any such claim;
- (b) NOMITECH provides all reasonable co-operation to the Licensee in the defence and settlement of such claim, at the Licensee's expense; and
- (c) the Licensee is given sole authority to defend or settle the claim.

NOMITECH shall defend, indemnify and hold harmless the Licensee, its officers, directors and employees against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) that the software infringes any United Kingdom patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Licensee in judgment or settlement of such claims, provided that:

- (i) NOMITECH is given prompt notice of any such claim;
- (ii) the Licensee provides reasonable co-operation to NOMITECH in the defence and settlement of such claim, at NOMITECH's expense; and
- (iii) NOMITECH is given sole authority to defend or settle the claim

14. Term and Termination / Survival. This Agreement and the license granted herein remains effective until terminated. Licensee may terminate the Agreement and the license at any time by un-installing or removing all copies of Software. If Licensee fails to comply with any provision of the Agreement NOMITECH shall be entitled to terminate this Agreement upon fourteen (14) days' prior written notice to the Licensee. Upon termination, Licensee shall take reasonable steps to ensure all copies of Software in its possession or control are uninstalled or removed within 4 weeks of the date of termination. The following sections will survive termination of the Agreement: 2,-8, and 10-21.

15. Audit. Licensee grants NOMITECH and its designee the right, during the Licensee's normal business hours, to examine Licensee's records to verify compliance with this Agreement. Nomitech shall give the Licensee thirty (30) days advance written notice prior to an audit. The right of audit shall be limited to once per calendar year. The cost of the audit shall be paid by NOMITECH. Should extra unauthorised licences be found then licence fees shall be paid and they shall be in line with the fees stated in the original agreement plus reasonable costs for conducting the audit.

16. Export / Import. Licensee shall not download, use, export or re-export the Software

exported or re-exported: (i) into any country to which the United Kingdom has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in any such country or on any such list. Licensee also represents and warrants that it shall not use these products for any purposes prohibited by British Law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

17. High Risk Activities. The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as, but not limited to, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Accordingly, NOMITECH specifically disclaims any express or implied warranty of fitness for High Risk Activities. Licensee agrees that NOMITECH will not be liable for any damages arising from the use of the Software for High Risk Activities.

18. EU Rights Notice. The Software is protected by EU law for copyrights.

19. Transfer of Licenses within Licensee's Organization/Server Bank. From time to time a Licensee may ask for a license to be transferred within its organization to a different computer or server for normal business purposes. The transfer may be done upon written request of the Licensee to the NOMITECH's contracts office, either by emailing support@nomitech.net, or in writing to NOMITECH LTD, Omnia One, 125 Queen Street, Sheffield, South Yorkshire, S1 2DU. The request must include necessary information of server names, which license and the number of licenses being transferred. A transfer fee of £50.00 per license per transfer may be assessed if the Licensee is not under a maintenance contract.

20. Notices. All notices required by this Agreement may be transmitted by email, to: support@nomitech.net. In the event electronic notice cannot be given, it must be delivered by a major express mail delivery courier service, or mailed by first class mail, registered or certified Royal Mail, postage pre-paid, return receipt requested, to NOMITECH LTD, Omnia 1, 125 Queen Street, Sheffield, South Yorkshire, S1 2DU, or at such other address as a Party may designate in a written notice sent pursuant to this provision. Notice to Licensee will be sent to the address set forth in the signature block. Notices that are sent by: email will be considered received two (2) days after sending, by courier on the date received, and by Royal mail five (5) days after deposit in Royal Mail or on confirmation of delivery or signed receipt as confirmed via Royal Mail's tracking service, whichever is sooner.

21. Miscellaneous

21.1 Governing Law; Forum and Venue. The English Law (without reference to conflict of laws principles), as applicable, govern the validity, performance, construction and effect of the terms and conditions of this Agreement. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Any and all litigation involving both Party's rights and duties under this Agreement must be brought in a court of competent jurisdiction in the United Kingdom.

21.2 Severability. In the event that any one or more of the provisions contained in this

Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this

Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained in it, unless the deletion of such provision would result in such material change so as to cause completion of the transaction contemplated herein to be unreasonable.

21.3 Assignment. The Licensee may not assign or transfer, directly or by operation of law, this Agreement without NOMITECH's prior written consent, such consent not to be unreasonably withheld. Any unauthorized assignment is considered a material breach and is void and unenforceable. NOMITECH may freely assign this Agreement. These conditions and the entire Agreement are binding on the permitted successors and assigns of the Parties.

21.4 Entire Agreement. This Agreement and related NOMITECH purchase order(s) set forth the entire understanding of the parties regarding the subject matter set forth herein and supersedes all prior understandings, whether written or oral, and agreements pertaining thereto. No NOMITECH reseller terms or purchase orders or Licensee purchase orders shall be incorporated into this Agreement or govern Licensee's use of the Software. No change, modification, alteration or addition of terms and conditions of this Agreement is binding unless in writing and signed by an authorized representative of each Party.

21.5 Amendment. This Agreement is subject to amendment at any time upon the mutual assent of the Parties. Any such amendment must be in writing, must identify the provisions of this Agreement that are to be amended, and must be signed by authorized signatories of the Parties.

21.6 Non-Wavier. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

21.7 Construction. The relationship between NOMITECH and Licensee is that of independent contractors and neither Licensee nor its agents have any authority to bind NOMITECH in any way.

21.8 Headings. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

21.9 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, English law. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

21.10 Equitable Remedies. Notwithstanding the provision for arbitration of disputes, nothing in this Agreement will preclude a Party from seeking equitable relief from a court of appropriate jurisdiction, including but not limited to injunctive relief or specific performance, in addition to all such other equitable remedies as may be available, in any action or proceeding (including arbitration) to enforce rights under this Agreement, the prevailing Party is entitled to recover costs and reasonable attorneys' fees. The parties have executed this Agreement below to indicate their acceptance of its terms:

Exhibit A

NOMITECH – New Open Mind Technologies Software Maintenance and Support Agreement

Subject to (i) a valid and existing Software End User License Agreement by and between you (the “Licensee”) and NOMITECH – New Open Mind Technologies (“NOMITECH”) and (ii) the purchase of a software maintenance subscription, this Software Maintenance and Support Agreement (“Maintenance and Support Agreement”) governs the terms and conditions of the maintenance and support services (“Maintenance and Support Services”) provided by NOMITECH to Licensee in connection with the software products licensed to Licensee under the End User License Agreement (“Licensed Software”). NOMITECH and Licensee hereafter, may be referred to individually a “Party” and collectively “Parties.”

1.0 Maintenance and Support Services

Maintenance and Support Services consist of:

1.1 Error Correction. NOMITECH will use all reasonable diligence to correct verifiable and reproducible errors when reported to NOMITECH in accordance with the standard reporting procedures.

1.2 Enhancements. NOMITECH may, from time to time, issue Enhancements to the Software. Such Enhancements are provided at no charge to customers who are under a current Maintenance and Support Agreement and may include new version releases, updates, and patches of the Software, containing error corrections and/or updates. A Product Release is a completely new product offering. Product Releases are not included as a no charge update with a Maintenance and Support Agreement. NOMITECH will provide Licensee’s technical contact with one (1) copy of each Enhancement for each copy of the Software being maintained under this Maintenance and Support Agreement with instructions on installation and descriptions of the significant changes to the Licensed Software. NOMITECH will issue the Enhancement to Licensee via FTP, email or via the United States Postal Service delivery if firewalls or Licensee’s corporate policies prohibit the receipt of executable files via email or FTP sites. NOMITECH will provide reasonable assistance to help Licensee’s technical contact install and operate each Enhancement. Licensee may, in its sole discretion, choose not to install the minor fixes and patches; however, subject to the major Enhancement successfully passing reasonable user-acceptance testing, Licensee must install the major Enhancements within three (3) months after receipt of the update. NOMITECH will issue Licensee new Enhancements to Licensee’s technical contact with instructions on installation and a description of the significant changes to the Licensed Software. NOMITECH is not obligated to make Enhancements to the Licensed Software in any particular respect or on any particular date and the decision to do so is in NOMITECH’s sole discretion.

1.3 Technical Support. NOMITECH will provide Licensee with technical support in the form of telephone and/or online assistance for the purposes of answering questions relating to the Licensed Software, including but not limited to (a) clarification of functions and features of the Licensed Software; (b) clarification of the Documentation; (c) guidance in the operation of the Licensed Software; and (d) error verification, analysis, and correction, including the failure to produce results in accordance with the Documentation. All technical support requests must be made in accordance with the table set forth below.

Email	support@nomitech.com
Tickets	http://tickets.nomitech.eu/osTicket/open.php

1.4 Limitations. NOMITECH shall be under no obligation to provide Maintenance and Support Services that include the diagnosis and rectification of any fault arising from:

- a) Support of Licensee's
 - i) hardware,
 - ii) operating systems,
 - iii) network setup,
 - iv) network maintenance and
 - v) setup and use of any file access control systems;
- b) Defects caused by anything other than the program, that is, the Licensee's hardware, operating system, modem, etc.
- c) The improper use, operation or neglect of the Licensed Software;
- d) Remedial action resulting from an error in the Licensee's installation or resulting from the Licensee not having complied with software's documentation material, manuals or other written instructions and directions;
- e) The modification of the Licensed Software or its merger (in whole or in part) with any other software;
- f) The failure by the Licensee to implement recommendations in respect of the solutions and faults previously advised in writing by NOMITECH;
- g) Any repair, adjustment, alteration or modification of the Licensed Software by any person other than NOMITECH without NOMITECH's prior written consent;
- h) The use of the Software for a purpose for which it was not designed.

1.5 Charges for Excluded Support. NOMITECH may on the request of the Licensee provide support notwithstanding that the fault results from any circumstances described in Section 1.4 above or that the support requested is not covered by the terms of this Maintenance and Support Agreement. NOMITECH shall in such circumstances be entitled to charge for such service at NOMITECH's rates from time to time for work undertaken on a time and materials basis or fixed quote at the discretion of NOMITECH.

- a) Where operating on a time and materials basis, Nomitech consultants will submit their Timesheets to the customer on a weekly basis. If the customer has any objections to the timesheets submitted they must inform Nomitech in writing or via email within one week following receipt of the timesheets. During the first week of each calendar month Nomitech will issue any invoice regarding to the services accumulated for the previous calendar month. Invoices are payable within 30 days of receipt.
- b) Invoices will also include all travel expenses accumulated by Nomitech (or authorised partners) personnel and consultants. Nomitech will provide the expense receipts with the invoices. The customer may also make arrangements and undertake directly the expenses for Nomitech consultants according to Nomitech policy: World class airlines at ECONOMY/COACH class with maximum one stop of no more than 3 hours lay over time (wherever possible) are expected for Nomitech personnel and consultants. For travel times (one way) exceeding 16 hours, a half day fee may be applicable unless otherwise agreed.

All Nomitech consultants, where necessary, will be fly from an appropriate convenient airport. London, Manchester, Venice or Athens Greece are typical. A four -star Hotel or equivalent (depending on city) unless otherwise agreed is expected for accommodation. Nomitech personnel are given £50 daily allowance for food and personal expenses. Travel from/ to airports, travel from/to hotel /

customer offices and airport car parking expenses, are compensated based on receipts provided.

Wherever possible, Nomitech (or authorised partners) shall detail the cost of the expense and obtain the customer's agreement, before any expense is incurred.

Business mileage is charged at £0.45 per mile.

2.0 Term / Renewal

For a period of one (1) year from the date of delivery of the Licensed Software (the "Maintenance Term"), NOMITECH will supply the services described in Section 1 ("Services") to the Licensee with respect to the products for which NOMITECH has granted a license to the Licensee pursuant to an End User License Agreement by and between NOMITECH and the Licensee. The Maintenance Term may be renewed annually. NOMITECH will send a quote for renewal of Maintenance and Support Services no less than 60 days prior to the date of expiration of the prior period. The Maintenance Term shall be renewed once payment for the renewed Maintenance Term is received by NOMITECH. An active End User License Agreement is required to purchase Maintenance and Support Services.

3.0 Fees / Payment

The provision of services under this Maintenance and Support Agreement is subject to the Licensee's payment of all applicable license and maintenance and support fees. Upon placing of an official purchase order the customer agrees to receive Nomitech's Invoice for the software licenses and Year 1 Annual Support & Maintenance. The Invoice is payable within 30 working days of receipt. The invoice date shall be deemed to be the 'Effective Date' for commencement of the given support period and the subsequent annual renewal date. NOMITECH reserves the right to adjust maintenance and support fees (including but not limited to any annual escalation rate) once annually upon written notice to Licensee not less than sixty (60) days prior to the expiration of the Initial Term or any subsequent Renewal Period. Such adjustment shall not exceed the last published RPI percentage change (or current equivalent measure) or 5%, whichever is the lower value. Maintenance and Support Service fees are billed on an annual basis and are due net thirty (30) days from the date of invoice. All Maintenance and Support Services fees are non-refundable, unless otherwise provided herein.

3.1 Taxes and Duties. All prices do not include current or future taxes, duties, and other charges of any nature (including without limitation sales, use, excise, property, withholding, value added taxes, and import or export fees) that are or may be levied or imposed by any government authority in connection with the transactions hereunder (other than taxes based on NOMITECH's net income), and shall be the sole responsibility of Licensee. Licensee shall reimburse NOMITECH for any such amounts that are paid by or collected from NOMITECH or withheld from amounts due to NOMITECH hereunder.

3.2 No Set-Off. Licensee will not set-off or offset against fees or royalties due to NOMITECH hereunder amounts that Licensee claims are due to it. Licensee will bring any claims or causes of action it may have in a separate action and waives any rights it may have to offset, set-off, or withhold payment due under this Agreement, save in the instance of NOMITECH issuing a credit note.

4.0 Termination

Licensee may elect to discontinue Maintenance and Support Services for some or all of the Licensed Software by providing written notice to NOMITECH no less than thirty (30) days prior to expiration of the Initial Term or any subsequent Renewal Period for the Licensed Software. Licensee must identify the name and serial number of the Licensed Software product(s) for which Maintenance and Support Services are to be terminated. NOMITECH may terminate Maintenance and Support Services for Licensee's material breach of this Maintenance and Support Agreement and/or the End User License Agreement upon thirty (30) days' prior written notice to Licensee where the breach remains uncured, if curable, during the notice period. NOMITECH may automatically suspend and/or terminate any or all Maintenance and Support Services for Licensee's failure to pay the corresponding maintenance subscription fee for any Renewal Period, upon fourteen (14) days' prior written notice to the Licensee.

5.0 Discontinuation of Products and Services

NOMITECH may, from time to time, discontinue Licensed Software, discontinue support of select Licensed Software, or discontinue or modify any or all Maintenance and Support Services provided under this Maintenance and Support Agreement. If NOMITECH discontinues Maintenance and Support Services during the term of this Maintenance and Support Agreement, then NOMITECH shall provide sixty (60) days' prior written notice to the Licensee before such changes come into effect and the Licensee may be entitled to a prorated portion of any maintenance and support fees paid during the effected period and / or to terminate this agreement.

6.0 Serial Number

Maintenance and Support Services are provided per Licensed Software serial number and only to the Licensee and any other authorised users under this agreement. Maintenance and Support Services may not be transferred to a different serial number without the express written consent of NOMITECH.

7.0 Ownership

Licensee acknowledges and agrees that NOMITECH and its licensors (as applicable) are and will remain the sole owner of all rights, title and interest in and to the Licensed Software, including all derivatives thereof and all releases, updates, fixes and patches, as well as all intellectual property rights related or pertaining thereto, including without limitation, all copyrights and inventions (whether or not patentable), even if Licensee should provide data, suggestions, ideas, concepts, inventions, works of authorship, improvements or other intellectual property as a result of its use of the Licensed Software (collectively, "Intellectual Property Rights"). Accordingly, Licensee hereby agrees and assigns all rights, title and interest in and to the Licensed Software and Intellectual Property Rights that Licensee may acquire as a result of the access and use of the Licensed Software. Licensee further warrants that Licensee shall not make any claim for, and does hereby expressly waive and release any right to, an accounting, compensation or other consideration of any kind arising from or related to any participation by Licensee in the use, modification or improvement of the Licensed Software.

8.0 Disclaimer of Warranties

NOMITECH will undertake commercially reasonable efforts to provide Maintenance and Support Services under this Maintenance and Support Agreement, however, NOMITECH cannot guarantee that any or all inquiries will be solved, that any response will be error free, or that all response time goals will be met.

ALL MAINTENANCE AND SUPPORT SERVICES, INCLUDING ALL RELEASES, UPDATES, FIXES, PATCHES, UPGRADES, ADVICE AND INSTRUCTIONS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. NOMITECH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER TO LICENSEE OR ANY OTHER THIRD PARTY, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NONINTERFERENCE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOMITECH DOES NOT GUARANTEE UNINTERRUPTED SERVICE OR THE CORRECTION OF ANY OR ALL ERRORS.

9.0 Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NOMITECH, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, DELIVERY OR USE OF MAINTENANCE SERVICES HEREUNDER WILL BE LIABLE TO LICENSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS FOR ANY INJURY TO PERSON OR PROPERTY OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF DATA PROPERTY OR LOSS OF TIME) ARISING FROM OR RELATED TO THIS MAINTENANCE AND SUPPORT AGREEMENT, EVEN IF NOMITECH OR ITS AGENTS ARE ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR

EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL NOMITECH'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID UNDER THIS MAINTENANCE AGREEMENT FOR THE CURRENT YEAR OF SERVICE. ANY AND ALL USE OF OR RELIANCE ON THE SOFTWARE AND RELATED RELEASES, UPDATES, FIXES, PATCHES, UPGRADES, ADVICE, INSTRUCTIONS, DATA, INFORMATION, DOCUMENTATION AND RESULTS OF USE ARE AT LICENSEE'S OWN RISK.

10.0 Indemnity

Licensee agrees to indemnify and hold harmless NOMITECH, its officers, directors, employees, representatives, successors and assigns from and against any claims, actions, demands, liabilities, settlements, damages and expenses, including but not limited to reasonable attorney fees and costs, arising from or related to Licensee's or breach of this Maintenance and Support Agreement.

11.0 GENERAL PROVISIONS

11.1 Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Maintenance and Support Agreement may be amended and the observance of any provision of this Maintenance and Support Agreement may be waived only with the written consent of the Parties hereto.

11.2 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, English law. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

11.3 Headings. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

11.4 Survival. Sections 2 – 5 and 7 – 11, shall survive the termination of this Agreement.

11.5 Notices. All notices required by this Maintenance and Support Agreement must be delivered by email to: support@nomitech.com. In the event electronic notice cannot be given, it must be delivered by a major express mail delivery courier service, or mailed by first class mail, registered or certified U.K. mail, postage pre-paid, return receipt requested to: **NOMITECH LTD, 1 Parkview Court, St Paul's Road, Shipley, West Yorkshire, BD18 3DZ**, or to such other address as a Party may designate in a written notice sent pursuant to this provision. All notices must include the Licensed Software name and serial number. Notice to Licensee will be sent to the address set forth in the signature block. Notices that are sent by: email will be considered received when the sender receives a return email acknowledging receipt from the recipient, by courier on the date received, and by Royal Mail five (5) days after deposit in Royal Mail or on confirmation of delivery or signed receipt as confirmed via Royal Mail's tracking service, whichever is sooner.

11.6 Entire Agreement. This Agreement, including all referenced and attached Appendices and Exhibits, constitutes the complete and final agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, proposals, representations, agreements and discussions, oral or written, between the Parties relating to the subject matter of this Maintenance and Support Agreement and all past dealing or industry custom.

11.7 Order of Precedence. In the event of a conflict between or among the terms of this Maintenance and Support Agreement and any other agreements, this Agreement shall govern with respect to the Maintenance and Support Services.

11.8 Severability. If a court of competent jurisdiction finds any provision of this Maintenance and Support Agreement invalid or unenforceable, that provision of the Maintenance and Support Agreement will be amended or severed, to achieve as nearly as possible the original intent of the Parties, and the remainder of this Maintenance and Support Agreement will remain in full force and effect.

11.9 Relationship of Parties. The Parties to this Maintenance and Support Agreement are independent contractors. No agency, partnership, joint venture, employment or franchise relationship is intended or created by this Agreement. Neither Party nor its employees has the authority to bind or commit the other Party in any way or to incur any obligation on the other Party's behalf.

11.10 No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Maintenance and Support Agreement are intended or shall be construed to confer upon or give to any person or entity other than NOMITECH and Reseller any rights, remedies or other benefits under or by reason of this Agreement.

Signed by on behalf of Nomitech Ltd:

Signature:

Print:

Title:

Date:

Signed by on behalf of

Signature:

Print:

Title:

Date:
