

ComAp a.s.

Licence Terms for GenPilot

1. DEFINITION AND INTERPRETATION

1.1. In these Terms, the following words and expressions have the following respective meanings:

Affiliate:	In relation to either party, any business entity from time to time controlling, controlled by, or under common control with the party in question, for which purpose “control” means direct or indirect possession of the power to direct or to control the direction of the management or policies of such party or business entity, whether pursuant to the ownership of voting securities, by contract or by any other means;
Contract:	the contract between COMAP and the Customer for the installation, licensing, maintenance and support of the software;
Customer:	the person specified in the Customer Agreement;
Customer Agreement:	the form of Agreement signed by or by an authorised signatory of the Customer;
Customer’s Processors:	the servers or processors owned or used by the Customer and specified in the Customer Agreement;
Factory Acceptance Tests:	the acceptance tests undertaken by COMAP in relation to the Software prior to installation on the Customer’s Processors, as more particularly described in [Part 1 of Schedule 2][in the Customer Agreement];
Installation Date:	the date scheduled for completion of the installation of the Software on the Customer’s Processors, as specified in the Customer Agreement;
Intellectual Property Rights:	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
COMAP:	ComAp, a company incorporated under the laws of England and Wales, whose registered office is at 2 Cygnus Way, West Bromwich B70 0XB;
Licence:	the licence of the Software created pursuant to Clause 4.1;
Licence Fee:	the licence fee payable by the Customer to COMAP under Clause

4.1, as more particularly specified in the Customer Agreement;

Maintenance Release:	release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version;
New Version:	any new version of the Software which from time to time is publicly marketed and offered for purchase by COMAP in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;
Site Acceptance Tests	the acceptance tests undertaken by COMAP in relation to the Software following installation on the Customer's Processors, as more particularly described in the Customer Agreement;
Software:	the computer program developed by or for COMAP and known as E/Com, together with all updates, new releases, modifications and enhancements to the Software made available by COMAP to its customers generally during the currency of the Contract;
Support Fee	(i) in respect of the first Year, 10% (ten per cent) of the Licence Fee; and (ii) in respect of each subsequent Year, the Licence Fee applicable in respect of the previous Year adjusted by the percentage change (if any) in the "All Items" Retail Prices Index, published by the Office for National Statistics, during the previous Year;
Support Services:	the support services, provided in accordance with the service levels, more particularly specified in Schedule 1;
Working Day:	Monday to Friday inclusive, excluding bank, customary, public or statutory holidays; and
Year:	each consecutive period of one year, the first Year to commence on the date of the Customer Agreement.

1.2. Clause and Schedule headings shall not affect the interpretation of the Contract.

1.3. Unless the context otherwise requires:

1.3.1. words denoting the singular include the plural and vice versa, and a reference to any gender includes a reference to all other genders;

1.3.2. a reference to a statute or statutory provision includes a reference to it as amended, extended or re-enacted from time to time or to any statute or statutory provision replacing it in whole or in part;

1.3.3. any words following the words "including", "include" or any similar word or expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4. References to "a person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

- 1.5. References to Clauses and Schedules are to the Clauses of and Schedules to these Terms.
- 1.6. The Schedules form an integral part of these Terms.

2. THE CONTRACT

- 2.1. The Contract comprises the Customer Agreement and these Terms.
- 2.2. In the event of any conflict between the Customer Agreement and these Terms, the Customer Agreement will prevail, but only to the extent necessary to resolve the conflict in question.

3. DELIVERY, INSTALLATION AND ACCEPTANCE

- 3.1. COMAP shall install the Software on the Customer's Processors. For this purpose the Customer shall provide, at its own expense, such access, assistance, co-operation and facilities as COMAP shall reasonably require.
- 3.2. COMAP shall use reasonable endeavours to complete the installation of the Software pursuant to Clause 3.1 on or before the Installation Date, but time shall not be of the essence. Provided that nothing in the Contract shall prevent the Customer from serving notice upon COMAP pursuant to Clause 11.1.2 if COMAP has not, other than as a result of any act or omission on the part of the Customer or any of its officers, employees, agents, contractors or representatives, or of any other event, matter or circumstance not under COMAP's control, completed the installation of the Software upon the expiry of the twentieth Working Day following the Installation Date.
- 3.3. The following provisions only apply if the Customer Agreement expressly provides that they apply:
 - 3.3.1. COMAP warrants that, on the date on which installation of the Software commences in accordance with Clause 3.1, the Software will have passed the Factory Acceptance Tests, and COMAP shall on the same date provide documentary evidence to the Customer to that effect in such form and such manner as COMAP, acting reasonably, shall determine;
 - 3.3.2. Within [five (5)] Working Days following the date on which COMAP completes the installation of the Software in accordance with Clause 3.1, COMAP shall conduct the Site Acceptance Tests;
 - 3.3.3. The Customer shall promptly and at its own expense provide COMAP with such data, facilities, support and co-operation as COMAP may reasonably require in order to conduct the Site Acceptance Tests;
 - 3.3.4. When COMAP demonstrates to the Customer that the Software has passed the Site Acceptance Tests, the Customer shall immediately be deemed to have accepted the Software. COMAP shall provide to the Customer at its own expense such information as the Customer may reasonably require in order to enable the Customer to verify the demonstration by it that the Software has passed the Site Acceptance Tests;
 - 3.3.5. If the Software fails to pass the Site Acceptance Tests, COMAP shall within five (5) Working Days of the date on which the Site Acceptance Tests are concluded, use all reasonable endeavours to correct the relevant error or failure and repeat the Site Acceptance Tests;
 - 3.3.6. The procedure described in Clause 3.3.5 shall be repeated until such time as the Software passes the Site Acceptance Tests, provided that, if the Software fails the Site Acceptance Tests on a total of four occasions the Customer may serve upon COMAP, within five (5) Working Days of the date in which the Site Acceptance Tests are conducted for the fourth time, a notice requiring the relevant errors and failures in the Software to be corrected within ten (10) Working Days. If at the end of such period of ten (10) Working Days the Software has failed to pass the Site Acceptance Tests the Customer may, within a further

twenty (20) Working Days, terminate the Contract with immediate effect by giving notice to COMAP;

3.3.7. If the Customer fails to serve any notice which it is entitled to serve under Clause 3.3.6 within the time period specified with regard to that particular notice, it shall be deemed, with effect from the expiry of that time period, to have accepted the Software.

3.4. Except where Clause 3.23 applies, the Customer is deemed to have accepted the Software upon the expiry of the fifth Working Day following the date on which COMAP completes the installation of the Software in accordance with Clause 3.1.

4. LICENCE

4.1. In consideration of the payment by the Customer to COMAP of the Licence Fee, receipt of which COMAP hereby acknowledges, COMAP grants to the Customer a non-exclusive licence for the full period of the copyright in the Software commencing on the date of the Customer Agreement, but subject to the right of COMAP to terminate the Contract under any express provision of the Contract to use the Software subject to and in accordance with the terms of the Contract.

4.2. In relation to scope of use for the purposes of Clause 4.1 "use of the Software" means the use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).

4.3. The Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Software in whole or in part. The Customer hereby acknowledges that it is not necessary for it to copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Software in whole or in part for any purpose connected with its normal business operations or any other lawful purpose.

4.4. The Customer shall take all reasonable steps to prevent the commission by third parties of any act which, if done by the Customer, would constitute a breach of Clause 4.3.

4.5. The Customer shall not:

4.5.1. sub-licence, assign or novate the benefit or burden of the Licence in whole or in part;

4.5.2. allow the Software to become the subject of any charge, lien or encumbrance; or

4.5.3. deal in any other manner with any or all of its rights and obligations under the Licence

without the express prior written consent of COMAP, such consent not to be unreasonably withheld or delayed.

4.6. Without limiting the generality of Clause 4.5.1 the Customer shall not without the express prior written consent of COMAP permit or suffer the Software to be used by or for the direct benefit of any other legal entity including any Affiliate of the Customer or use or allow the use of the Software for the purposes of, or in any way in connection with, any business carried on in whole or in part outside the United Kingdom.

4.7. COMAP may at any time sub-licence, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the Licence.

4.8. Each of COMAP and the Customer confirms it is acting on its own behalf and not for the benefit of any other person.

4.9. The Customer shall notify COMAP as soon as it becomes aware of any unauthorised use of the

Software by any person.

- 4.10 The Customer shall permit COMAP, with or without or acting through its authorised representatives, to inspect and have access to any premises (and to the Customer's Processors located there) at or on which the Software is being kept or used, and have access to any records kept in connection with the Contract, for the purposes of ensuring that the Customer is complying with the terms of the Licence, provided that COMAP shall give to the Customer reasonable advance notice of any such access and inspection, and shall only exercise its rights under this Clause 010 at reasonable times.

5. MAINTENANCE RELEASES

- 5.1. COMAP will provide the Customer with all Maintenance Releases generally made available to its customers. COMAP warrants that no Maintenance Release will adversely affect in any material respect the current performance or functionality of the Software. COMAP shall install all Maintenance Releases as soon as reasonably practicable after the same have come available.

6. CONFIDENTIALITY

- 6.1. For the purposes of this Clause 6 "Confidential Information" means any information in any kind and in any form which has been disclosed by one party ("the Disclosing Party") to the other ("the Receiving Party"), or which has come to the attention of the Receiving Party as a result of COMAP and the Customer having entered into the Contract, and which concerns in any way the business, products or personnel of the Disclosing Party, whether or not such information is expressly stated to be, or marked as, confidential.
- 6.2. The Receiving Party shall at all times:
 - 6.2.1. keep all Confidential Information secret and not disclose it directly or indirectly to any other person, subject to Clause 6.3; and
 - 6.2.2. not use Confidential Information or any part of it for any purpose other than the performance of its obligations, or the enjoyment or exercise of its rights, under the Contract.
- 6.3. The provisions of Clause 6.2.1 notwithstanding, the Receiving Party shall be at liberty to disclose Confidential Information to such of its employees, officers or third party professional advisers as have a genuine need to know the same in order to enable them to perform their duties and functions in relation to the Contract. The Receiving Party shall prior to such disclosure inform each person to whom the Confidential Information is to be disclosed of the obligations of confidentiality and non-use contained in Clause 6.2, and shall use reasonable endeavours to ensure that each such person observes those obligations.
- 6.4. The following do not constitute, or shall cause to constitute, Confidential Information:
 - 6.4.1. information already known to the Receiving Party and at its free disposal at the time when such information comes to its attention;
 - 6.4.2. information which is disclosed to the Receiving Party, without any obligation of confidentiality being imposed upon the Receiving Party in respect thereof, by a third party lawfully entitled to disclose the same;
 - 6.4.3. information which is or which comes into the public domain, other than as a result of some wrongful act or omission on the part of the Receiving Party, or any of its employees, officers, agents or representatives; or
 - 6.4.4. information required to be disclosed by law, including pursuant to the order of any Court or tribunal of competent jurisdiction.

7. EXPORT CONTROLS

- 7.1. Neither party shall export directly or indirectly, any technical data acquired from the other party under the Contract (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("Export Control Laws"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 7.2. Each party undertakes:
 - 7.2.1. contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
 - 7.2.2. if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

8. ERRORS, FAULTS AND SUPPORT

- 8.1. Subject to the payment by the Customer of the Support Fee in accordance with Clause 8.2, in the event of any actual or suspected error or fault occurring in relation to the Software, COMAP will provide the Support Services to the Customer, in accordance with Schedule 2.
- 8.2. The Customer shall pay the Support Fee for each Year or on or before the final day of the preceding Year or, if later, within thirty (30) days of receipt of COMAP's invoice therefor.
- 8.3. COMAP shall have no obligation to provide Support Services to the extent that the relevant error or fault in relation to the Software arises or occurs as a result of:-
 - 8.3.1. the possession or use by the Customer of the Software or any part of it other than in accordance with the Contract;
 - 8.3.2. the use by the Customer of the Software in conjunction with any hardware of software not supplied, specified or expressly approved in advance by COMAP if the error or fault would have been avoided by the use of the Software in conjunction with hardware or software which had been so supplied, specified or approved; or
 - 8.3.3. the use by the Customer of a non-current release of the Software, where the error or fault would not have arisen or occurred through the use of a current release.

In such circumstances COMAP may at its discretion provide Support Services subject to the payment therefor by the Customer at COMAP's current standard rates or, in the absence of any such rates, at such rates as COMAP, acting reasonably, shall determine.

- 8.4. COMAP does not warrant that the use of the Software will be uninterrupted or error-free.
- 8.5. The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.
- 8.6. COMAP shall have no liability to the Customer for any advice which COMAP might provide or have provided to the Customer regarding the selection of Customer Processors or platforms on which the Software is to be used.
- 8.7. All other conditions, warranties or other terms which might have effect between the parties or be

implied or incorporated into the Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

9. LIMITS OF LIABILITY

9.1. Except as expressly stated in Clause 9.3:

9.1.1. neither party shall have any liability to the other under or in connection with the Contract for any of the following which may be suffered or incurred by the other party;

9.1.2. loss of revenue;

9.1.3. loss of anticipated savings;

9.1.4. loss of business or of business opportunity;

9.1.5. diminution of goodwill;

9.1.6. loss or corruption of data; or

9.1.7. indirect, consequential or special loss or damage of any kind

whether arising in contract, tort or otherwise and regardless of whether the party in question was advised of or had knowledge of the possibility of such loss, diminution or damage arising.

9.2. The total liability of either party, whether arising in contract, tort (including negligence) or otherwise arising under or in connection with the Contract, shall in no circumstances exceed a sum equal to the Licence Fee.

9.3. The exclusions in Clauses 9.1 and 9.2 shall apply to the fullest extent permissible at law, but neither party excludes or limits its liability for:

9.3.1. death or personal injury caused by the negligence of COMAP, its officers, employees, contractors or agents;

9.3.2. fraud or fraudulent misrepresentation; or

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

9.4. All dates supplied by COMAP for the installation of the Software or the performance of its other obligations under the Contract shall be treated as approximate only. Without limiting the provisions of Clause 3.2, COMAP shall not in any circumstances be liable for any loss or damage arising from any delay in installation beyond such approximate dates.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Customer acknowledges that all Intellectual Property Rights in the Software and any Maintenance Releases belong and shall belong to COMAP, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of the Contract.

10.2. COMAP undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of the Contract infringes the Intellectual Property Rights of a third party in the United Kingdom (a "Claim") and shall be responsible for any losses, damages, costs (including legal fees) and expenses reasonably incurred by or awarded against the Customer as a result of or in connection with any Claim. For the avoidance of doubt this Clause 10.2 shall not

apply to the extent that the Claim arises as the result of:

- 10.2.1. the possession or use by the Customer of the Software or any part of it other than in accordance with the Contract;
 - 10.2.2. the use by the Customer of the Software in conjunction with any hardware of software not supplied, specified or expressly approved in advance by COMAP if the infringement would have been avoided by the use of the Software in conjunction with hardware or software which had been so supplied, specified or approved; or
 - 10.2.3. by the use of a non-current release of the Software, where the infringement would have been avoided by the use of a current release.
- 10.3. If any third party makes a Claim or notifies an intention to make a Claim against the Customer, COMAP's obligations under Clause 10.2 are conditional on the Customer:
- 10.3.1. as soon as reasonably practicable, giving written notice of the Claim to COMAP, specifying the nature of the Claim in reasonable detail;
 - 10.3.2. not making any admission of liability, settlement or compromise in relation to the Claim without the express prior written consent of COMAP;
 - 10.3.3. not, either directly or indirectly, entering into any negotiations, discussions or other form of communication with any third party having as its object the possible settlement or compromise of the Claim;
 - 10.3.4. not attempting to do any of the acts specified in Clauses 10.3.2 or 10.3.3;
 - 10.3.5. not permitting or suffering any third party to do any of the acts specified in Clauses 10.3.2 to 10.3.4;
 - 10.3.6. giving COMAP and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable COMAP and its professional advisers to examine them and to take copies (at COMAP's expense) for the purpose of assessing, defending or settling the Claim; and
 - 10.3.7. from time to time providing at COMAP's reasonable expense, and in a timely fashion, such assistance, co-operation and support as COMAP may reasonably request to avoid, dispute, compromise or defend the Claim.
- 10.4. If any Claim is made, or in COMAP's reasonable opinion is likely to be made, against the Customer, COMAP may, at its sole option and expense:
- 10.4.1. procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of the Contract;
 - 10.4.2. modify the Software so that it ceases to be infringing;
 - 10.4.3. replace the Software with non-infringing software; or
 - 10.4.4. terminate the Contract with immediate effect by giving notice to the Customer and refund any of the Licence Fee previously paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if COMAP modifies or replaces the Software, the Customer shall have the same rights in respect thereof as it would have had under the Software prior to such modification or replacement.

- 10.5. This Clause 10 constitutes the Customer's exclusive remedy and COMAP's only liability in respect of Claims and, for the avoidance of doubt, is subject to Clause 9.1.

11. DURATION AND TERMINATION

- 11.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving notice to the other party if:

- 11.1.1. the other party fails to pay any sum due under the Contract on the due date for payment and remains in default not less than ten (10) Working Days after receipt of notice from the other party requiring it to make such payment, save in the case of a bona fide dispute as to whether such sum is payable;
- 11.1.2. the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten (10) Business Days after receipt of notice from the terminating party identifying the breach and requiring it to be remedied;
- 11.1.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 11.1.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.1.6. an application is made to Court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 11.1.7. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 11.1.8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 11.1.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of the other party's assets and such attachment or process is not discharged within ten (10) Business Days;
- 11.1.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 11.1.3 to Clause 11.1.9; or
- 11.1.11. the other party suspends or ceases or in the reasonable opinion of the terminating party is likely to suspend or cease, carrying on all or a substantial part of its business;

- 11.2. COMAP may terminate the Contract with immediate effect by giving notice to the Customer if the Customer shall be subject to a change of control, for which purpose "control" has the same meaning as in the definition of "Affiliate" in Clause 1.1.
- 11.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 11.4. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.5. On termination of the Contract for any reason:
 - 11.5.1. all rights granted to the Customer under the Contract shall cease;
 - 11.5.2. the Customer shall cease all activities authorised by the Contract;
 - 11.5.3. the Customer shall immediately pay to COMAP any sums due to COMAP under the Contract; and
 - 11.5.4. COMAP shall be entitled whether in its own right or acting through a third party contractor, to uninstall the Software from the Customer's Processors, for which purpose the Customer shall grant to COMAP or procure the grant to COMAP of (as the case may be) a licence to enter at all reasonable times any premises on which the Customer's Processors might be situated in order to enable COMAP to exercise such right.

12. WAIVER

- 12.1. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.2. No single or partial exercise of any right or remedy provided under the Contract or my law shall prevent or restrict the further exercise of that or any other right or remedy.

13. REMEDIES

- 13.1. Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

14. ENTIRE AGREEMENT

- 14.1. The Contract constitutes the entire agreement between and represents the entire understanding of the parties in relation to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 14.2. Each party acknowledges that, in entering into the Contract it does not rely on any statement, promise, representation or warranty (whether it was made negligently or innocently) of any person (whether a party to the Contract or not) which has not been incorporated into the Contract by way of express provision.
- 14.3. Nothing in this clause shall limit or exclude any liability for fraud or for any fraudulent misrepresentation.

15. VARIATION

15.1. No variation of the Contract shall be effective unless it is in writing and signed by an authorised representative of each of the parties.

16. SEVERANCE

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

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

17. THIRD-PARTY RIGHTS

17.1. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18. NO PARTNERSHIP OR AGENCY

18.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party [except as expressly provided in clause[s] [NUMBER(S)]].

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

19. FORCE MAJEURE

19.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations as agreed between the parties (such agreement not to be unreasonably withheld). If the period of delay or non-performance continues for a period of sixty (60) consecutive days the party not affected may terminate the Contract with immediate effect by giving notice to the affected party.

20. NOTICES

20.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its principal place of business or such other address as that party may have specified in writing, and shall be delivered personally, sent by pre-paid first class post, commercial courier service or email;

20.2. Subject to Clause 20.3 a notice or other communication shall be deemed to have been received at the following respective times:

20.2.1. if delivered personally, by email or by commercial courier service, on the date of delivery;

20.2.2. if sent by first class pre-paid post, on the third business Day after the date of posting; or

20.3. Where, having regard to Clause 20.2, a notice would be deemed to have been received on a day which is not a Working Day, or if the actual time of delivery or receipt of the notice is later than 16:00 hours local time at the recipient's premises, that notice shall be deemed to have been served on the

next following Working Day.

20.4. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause, "writing" shall not include e-mail.

21. GOVERNING LAW AND JURISDICTION

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

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

SCHEDULE 1

THE SUPPORT SERVICES

COMAP SERVICE LEVEL AGREEMENT FOR GENPILOT SOFTWARE and UPDATES

The levels of agreement are subject to having in place an agreed maintenance and support contract.

Support Details

Contact details for support requests are by the following email address:

genpilot@comap-control.com

Customers contact details: TBC

Service Levels

Priority Level	Definition	Service Level
Priority 1	Faults which substantially hinders or prevents the proper operation of important elements of the functionality	<p>COMAP will provide a first response, via email:</p> <p>During a normal working week (8.30am to 5.00pm) within 24 hours and outside of normal working hours within 72 hours of the service incident being received by the support team, which will:</p> <ul style="list-style-type: none">• acknowledge the maintenance request• confirm the possible nature of the fault <p>COMAP shall prioritise work on resolving such fault above its other development activities, allocating such support and development resources as required to expedite fault resolution as soon as reasonably practicable.</p>
Priority 2	A fault which is not Priority 1 but which hinders or prevents the proper operation, without impact on the functionality	<p>COMAP will provide a first response, via email:</p> <p>During a normal working week (8.30am till 5pm) within 24 hours and outside of normal working hours within 96 hours of the service incident being received by the support team, and will use reasonable endeavours to address and correct the incident within a reasonable time bearing in mind the inconvenience caused to the client by the incident in question, keeping the client informed at regular intervals of the action required and the progress made.</p>

Priority 3	A cosmetic defect which does not impact the proper operation of the Deliverables or a fault which is not Priority 1 or Priority 2.	COMAP will provide a first response, via email: Within 7 working days of the service incident being received by the support team, and will use reasonable endeavours to address and correct the incident within a reasonable time, keeping the client informed at regular intervals of the action required and the progress made.
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