Please read this software license agreement (SLA) and Software Maintenance agreement carefully before downloading or using the software.

By clicking the "Accept" button, opening the package, downloading the product, or using the equipment that utilizes this product, you (1) represent that you are of the legal age of majority in your state, province, jurisdiction of residence and, if applicable, you are duly authorized by your employer to enter into this contract and (2) you agree to be bound by the terms of this agreement. If you do not agree to all of the terms of this agreement, click the "Cancel" button and the installation process will not continue.

SOFTWARE LICENSE AGREEMENT AND SOFTWARE MAINTENANCE AGREEMENT

1. **Definitions**
   a. "REL" means Rosslare Enterprises Limited and its affiliates and/or related companies.
   b. "Documentation" means any information in digital or paper form including datasheets, technical information, information sheets, user manuals, training materials, bulletins, or other documentation pertaining to the Software.
   c. "License" means this License Agreement and Maintenance Agreement (including Appendix A where applicable) between the Licensee and REL.
   d. "Software" means the modules and specific items of REL software for which the Licensee has paid the License Fees or acquired the right to use. "Software" includes any upgrades, updates, and new releases, for which the Licensee has paid the applicable Maintenance Fees or has acquired the right to use. "Software" includes the Documentation.
   e. "Server" means the computer running the REL server Software operation on a client-server architecture.
   f. "Client" means the computer workstation running the REL client Software that connects to the server to allow operators to use the Software.
   g. "Licensee" means the person and/or legal entity that is acquiring the right to use the Software from REL in accordance with the terms of this License, as well as any affiliates and subsidiaries of the Licensee on whose behalf the Licensee is licensing the Software.
   h. "License Fees" means the fees payable by the Licensee to REL for the right to use the Software.
   i. "Maintenance Fees" has the same meaning as in the Software Maintenance Terms and Conditions.
   j. "Maintenance Services" has the same meaning as in the Software Maintenance Terms and Conditions.
   k. "Terms and Conditions of Software Maintenance" means the Terms and Conditions of Software Maintenance attached hereto as Appendix A.
   l. "Third-Party Software" means any software in respect to which REL is not the developer or copyright holder.

2. The License

a. This License grants the Licensee the, non-transferable, non-exclusive, right to use the Software strictly in accordance with the terms hereof.

b. The Licensee shall have the right to install and use only those modules and parts of the Software that the Licensee shall have licensed and paid License Fees in respect thereto. The Licensee shall have the right to install and use the Software in accordance with the licensing level paid for, or the number of licenses it acquires. Some modules of the Software are licensed on a concurrent Client basis. In respect to such modules, no more than the number of Clients for whom the Licensee shall have licensed and paid License Fees may use the Software at the same time. The basis upon which the Software is licensed shall be set out in the relevant proposal, quotation and invoice submitted by REL to the Licensee. In respect to a module of the Software that requires a license to run on a Server, the Licensee shall install such module on no more than the number of Servers for which it shall have licensed and paid License Fees.

c. The Licensee shall not exceed the number of Client or Servers for which it has paid License Fees. If the Licensee wishes to increase the number of Clients or Servers, it must request a modification to this License and pay the applicable fees.

d. The Licensee may make a single copy of the Software for backup and archival purposes, provided that the original and copy is kept in its possession, and that the installation and use of the Software does not exceed that allowed in Clause 2.b above.

e. Where the Software is bundled with Third-Party Software, such Third-Party Software is supplied to the Licensee on, and subject to, the standard license terms of the relevant Third-Party Software suppliers, which shall take effect between the Licensee and each such Third-Party Software supplier. The Licensee agrees to strictly comply with such license terms.

3. Fees

a. To use the Software, the Licensee must pay all applicable License Fees and other fees according to the agreed payment terms. Any complimentary or free versions of the Software, not paid for, will also be included under the terms and conditions of this Software License Agreement. If the Licensee does not pay such fees when applicable, REL shall revoke the License(s) in which case the Licensee shall forthwith stop using the Software.

b. All fees quoted in any proposal or on the REL price list or website are exclusive of applicable taxes.

c. Except as required by law, all payments by the Licensee to REL must be made without deduction or withholding and free from set-off or counter-claim. If the Licensee is required by law to make any deduction or with-holding from any sums paid or payable by the Licensee to REL, then the amount payable to REL must be increased to the extent necessary to ensure that, after making that deduction or withholding, REL receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to what it would have received or retained had no such deduction or withholding been required or made.

4. Documentation

a. This License extends to the Documentation, whether in electronic or print format.

b. The Licensee shall have the right to make such copies of Documentation in electronic format as it reasonably requires for its internal purposes. The Licensee shall not re-publish Documentation or distribute Documentation for use outside of its organization.

c. The Licensee shall not copy, modify, or make use of the Documentation except to use the Software in the manner permitted in this License.

5. Obligations of Licensee

Subject to Clause 17.b:

a. The Licensee shall not without REL written consent: (i) Copy, reproduce, translate, adapt, vary, or modify the Software; (ii) disassemble, decompile, or "unlock", reverse engineer, merge, or decode the Software in any manner whatsoever; (iii) provide or otherwise make available the Software in any form to any person outside the Licensee's organization; (iv) transfer the Software to any other person under any circumstances except as permitted by Clause 11.a; and (vi) attempt to bypass or circumvent any security procedures applicable to the Software.

b. This License is personal to the Licensee. The Licensee shall only use the Software for its internal business purposes. If a customer of the Licensee uses the Software licensed by the Licensee for any purpose, such use by the customer shall not be deemed an internal business purpose of the Licensee. The Licensee shall not allow such use except with the express written consent of REL, who may grant such consent subject to appropriate commercial arrangements.

c. In respect to the Software, the Licensee shall not sell, rent, lend, lease, license, sub-license, time-share, assign, act as an application service provider or bureau service, or otherwise collect fees or grant access to persons outside the Licensee's organization, except as permitted pursuant to Clause 11 (Transfer of Software).

d. The Licensee shall supervise and control the use of the Software in accordance with the terms of this License. The Licensee shall ensure that its employees who have authorized access to the Software are made aware of the terms of this License and comply therewith. The Licensee shall maintain safe custody of the Software.

e. The Software contains confidential, unpublished information protected by copyright, trade secret and other intellectual property laws. The Licensee shall not disclose the Software to others, or remove or alter any copyright notices from the media or Documentation. The Licensee shall prevent any unauthorized use, copying, distribution, publication, or disclosure of the Software.

f. The Licensee shall not take any action that would cause injury to the rights of REL in the Software or that would deprive REL of the fees to which it is entitled.

g. The Licensee represents and warrants that it will comply with all applicable laws, including laws that protect REL technology, Software, and trade secrets.

h. If the Licensee is licensing the Software on behalf of any affiliates or subsidiaries, the Licensee shall procure such affiliates and subsidiaries to use the Software in accordance with this License. The Licensee accepts liability for the acts or omissions of its affiliates and subsidiaries in breach of this License.

i. Where the Software is provided for purposes of evaluation, the Licensee shall only use the Software for that purpose. The Licensee shall not use the Software, including any Third-Party Software bundled with the Software, in a production environment or for any commercial purpose. The Licensee must decide whether to purchase a License before the end of the agreed evaluation period. At the end of the agreed evaluation period, this License shall be deemed terminated and the Licensee's right to use the Software, including any Third-Party Software bundled with the Software, is thereupon revoked. The Licensee or its representatives shall destroy the Software and Documentation, including any Third-Party Software and documentation, or otherwise return or dispose of such material in such manner as REL directs.

j. Where the Software is licensed pursuant to a Software Rental Agreement, the Licensee shall only use the Software during the rental term specified in such Software Rental Agreement. At the end of such rental term, this License shall be deemed terminated and the Licensee's right to use the Software, including any Third-Party Software bundled with the Software, is thereupon revoked. The Licensee or its representatives shall destroy the Software and Documentation, including any Third-Party Software and documentation, or otherwise return or dispose of such material in such manner as REL directs.

k. The Licensee's obligations in this Clause 5 shall survive the termination of this License.

6. Warranty

Subject to Clause 17.c:

a. REL warrants that it developed the Software in accordance with general industry standards and that the Software is free of material defects and shall perform substantially in accordance with the Documentation under normal use and circumstances. The term of this warranty is 90 days from the date that the Licensee acquired the Software.

b. If the Software fails to operate in accordance with this warranty, the Licensee may, as its sole and exclusive remedy, return the Software within the warranty period, along with proof of purchase if requested, specifying the problem. REL shall either replace the Software or refund the License Fees paid by the Licensee, at REL sole discretion.

c. **Except for the limited warranty described above, there are no other warranties, either expressed or implied, concerning the Software or Documentation. REL excludes, and expressly disclaims, all express and implied warranties of merchantability or fitness for purpose.**

d. The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules, or any software for which REL does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

7. Limitations of Liability

Subject to Clause 17.d:

a. REL has used all reasonable efforts to develop the Software so that it is stable and reliable. Because there is such a diverse range of computer systems, network infrastructures and operating environments, REL cannot warrant that the Software will be compatible with every computer system, network infrastructure, and operating environment. It is the Licensee's responsibility to ascertain whether the Software is compatible with its computer system, network infrastructure, and operating environment.

b. REL does not warrant that the Software will satisfy the Licensee's requirements. The Software is provided "AS IS". It is the Licensee's responsibility to determine whether the Software will satisfy its requirements. REL gives no performance warranties.

c. REL does not warrant the uninterrupted use of the Software.

d. REL does not warrant that the Software is free of "bugs", errors, or defects. REL shall not be responsible to the Licensee for costs or damages incurred as a result of any such "bugs", errors, or defects. The existence of such "bugs", errors, or defects shall not constitute a breach of this License or any warranty.

e. To avoid any loss or inconvenience caused by faults with the Software, the Licensee shall back up its data in accordance with best IT management practice. REL accepts no responsibility for lost or corrupted data, regardless of the cause, or the restoration thereof.

f. REL shall not be responsible for any failure, delay, or interruption in the Licensee's use of the Software, including without limitation, system crashes, computer malfunctions, hardware or software faults, system errors, security breaches, theft, incompatibility issues, telecommunications problems, fire, flood, civil disturbance, or any other event commonly referred to as an "Act of God".

g. REL accepts no liability for security breaches, including without limitation, security breaches resulting from computer hackers, unlawful entry, unauthorized entry, theft, disgruntled employees, and other fraudulent acts. While all reasonable efforts shall be made to ensure a secure environment for the transmission of data and other information, REL accepts no liability for any security breaches.

h. REL shall not be liable for any delay, damage, loss, injury, failure, or breakdown that the Licensee may suffer as a consequence of any defect or deficiency in the Software, including any delay, damage, loss, injury, failure, or breakdown to other programs and equipment of the Licensee.

i. Any statements contained on REL website, in its marketing literature or in client proposals shall not be deemed to widen REL obligations under this License.

j. REL staff, agents and representatives have no authority to make any representations, statements, warranties, conditions, or agreements that conflict with this License, unless made in writing by a duly authorized officer. Any such unauthorized representations, statements, warranties, conditions, or agreements shall not bind REL nor widen REL obligations under this License.

k. To the extent allowed by law, REL disclaims all liability, whether in contract or tort, for any loss or damage arising from (a) the Licensee's use of the Software, (b) the suspension or interruption of such use, (c) the termination of such use or (d) REL errors or omissions in providing the Maintenance Services. Such disclaimer applies to direct, indirect, special, incidental, and consequential damages including loss of profit, loss of business, loss of revenue, loss of goodwill, loss of productivity, loss of reputation, losses resulting from downtime of the Licensee's network, domain or email system, losses resulting from system crashes, losses resulting from lost or corrupted data, documents or emails or the restoration thereof, or failure to achieve anticipated benefits, cost savings or production efficiencies. REL and its officers, directors, employees, agents, or representatives, shall not be liable for any delay, damage, loss, injury, failure, or breakdown that the Licensee may suffer as a consequence of any defect or deficiency in the Software, including any delay, damage, loss, injury, failure or breakdown to the Licensee's other programs and equipment.

l. Notwithstanding the exclusions, limitations and disclaimers in Clause 7 and elsewhere in this License, if there is any event or circumstance resulting in liability to REL, REL liability shall not exceed the aggregate License Fees and Maintenance Fees (if applicable) paid by the Licensee.

m. All of the above exclusions, limitations, and disclaimers shall survive the termination of this License for any reason.

8. **Maintenance Services**

a. If the Licensee has paid Maintenance Fees, REL shall provide Maintenance Services for the relevant period covered by such Maintenance Fees in accordance with the Software Maintenance Terms and Conditions attached; otherwise, REL is under no obligation to provide Maintenance Services.

9. Other Services

a. Except as otherwise stated in a proposal furnished by REL and accepted by the Licensee, the License Fees do not cover the cost of: (i) installation, implementation and consulting services; (ii) customization services; (iii) integration services; (iv) data importing services; (v) networking services; (vi) software configuration and preference setting; (vii) technical support and troubleshooting; (viii) Maintenance Services; (ix) training; (x) Software "fixes" and updates; and (xi) Software upgrades. Upon the Licensee's request, REL shall perform such other services at its standard rates and charges, plus travel and accommodation expenses.

10. Copyright

a. REL retains exclusive ownership of all copyright and other intellectual property rights in the Software and Documentation, whether in electronic or paper form. The Licensee shall not, during or at any time after the expiry or termination of this License, commit, allow, suffer, or permit any act that infringes REL copyright and intellectual property rights in the Software and Documentation. The Licensee expressly agrees that it shall not copy the Software except for internal backup and archival purposes pursuant to Clause 2.d.

b. This License is a license to use the Software. It is NOT an agreement for the sale of the Software. The Licensee's rights to use the Software are specified in this License. The Licensee has no other rights in respect to the Software except as expressly granted to it in this License or related agreements with REL.

11. Transfer of Software

a. The Licensee shall not transfer the Software except with the prior written consent of REL. If REL gives its consent, it will be on the basis that: (a) the Licensee transfers all the Software and Documentation as a whole, including all prior versions and upgrades; (b) the Licensee shall not thereafter use the Software or Documentation, including prior versions and upgrades, and shall remove all copies of the Software from its computers; and (c) the transferee accepts, in writing, the terms of this License and agrees to comply with them.

b. The Licensee shall not be deemed to have transferred the Software pursuant to Clause 11.a in circumstances where the Licensee merges with, or its shares are acquired by, another company. However, in such event, such other company shall be deemed to have accepted the terms and conditions of this License and to have assumed the Licensee's rights and obligations hereunder.

c. If the Licensee installs a new version of the Software, it shall not thereafter use, or transfer, any prior versions.

12. Right to Integrate with Other Software

a. Nothing in this License shall be construed to prevent the Licensee from making, or having made, developments that enable the Software to operate in conjunction with the Licensee's and/or a third-party's products as part of an integrated system. However, the Licensee shall not have the right to license the Software as part of an integrated system without REL written consent. As a condition to giving its written consent, REL may require the Licensee to disclose the REL copyright by displaying in one or more places "Powered by REL" or such other words as REL shall prescribe. REL shall prescribe the exact content, size, format, and placement of such words in accordance with its branding requirements. The Licensee shall not allow its customers to use the Software as part of the Licensee's integrated system except with REL written consent and subject to the payment of such additional license fees as REL may specify. For the avoidance of doubt, nothing in this clause shall transfer to the Licensee ownership or title in any Software so integrated and the Licensee shall have no greater rights to such Software, when so integrated, as the Licensee has under this License in respect to the Software, when not so integrated.

13. Term of License

a. This License commences upon installation of the Software. Installation shall be deemed to occur when the Licensee installs the first of a series of modules comprising the Software. Subject to Clause 5.i, Clause 5.j, and Clause 13.b, this License shall continue in perpetuity.

b. REL shall have the right to terminate this License and to disable the Software, thereby rendering the Software non-functional in the event that the Licensee breaches any term herein or fails to pay any applicable fees, whether under this License or under any other agreement with REL. In the case of a breach, if such breach is capable of remedy, REL shall give the Licensee ten days written notice within which to remedy such breach. If, in REL reasonable judgment, such breach is not capable of remedy, termination shall take effect immediately upon the Licensee's receipt of notice by REL. In the case of non-payment, REL shall give the Licensee 10 days written notice within which to make such payment. If the Licensee shall not have remedied a breach that is capable of remedy, or made such payment, whichever the case may be, by the end of such 10-day notice period, this License shall be deemed terminated and REL shall have the right to disable the Software, thereby rendering the Software non-functional. REL shall have no liability to the Licensee for terminating the License and disabling the Software pursuant to this clause.

c. Upon termination, the Licensee's right to use the Software shall be deemed revoked. The Licensee or its representatives shall destroy the Software and Documentation or otherwise return or dispose of such material in such manner as REL directs.

d. Termination of this License is without prejudice to any rights or remedies that REL may have under law or equity. Any expense incurred by REL to rectify any default by the Licensee or in enforcing any of its rights shall be reimbursed by the Licensee on written demand from REL.

14. Promotion

a. The Licensee permits REL to disclose the Licensee's name and brand in advertising and promotional material, provided such disclosure does not go beyond mentioning that the Licensee uses the Software and REL makes such disclosure in a dignified and responsible fashion. REL shall seek the Licensee's consent before using the Licensee's name and brand in any other manner for advertising and promotional purposes.

15. Entire Agreement

a. Any changes or modifications to this License requested by the Licensee shall be valid only if agreed to by REL in writing.

b. REL reserves the right to amend this License from time to time and to substitute a new version thereof. The terms and conditions of such new version shall apply to all Licenses held by the Licensee when the Licensee (a) buys an additional License, (b) installs a new release or update of the Software, or (c) buys Maintenance Services, whichever comes first.

c. This License, including all schedules, constitutes the entire and only agreement between the parties, and supersedes all prior agreements, understandings, and communications, whether oral or written, between the parties respecting the subject matter hereof. There are no understandings, agreements, warranties, or representations, express or implied, except as set forth herein. This License prevails over any additional, conflicting, or inconsistent terms and conditions appearing on any purchase order submitted by Licensee.

16. Non-waiver

a. If REL delays enforcing an obligation or remedy under this License, such delay shall not result in a waiver or variation of such obligation or remedy. No failure by REL to insist upon strict performance of any term or condition in this License shall constitute a waiver or variation of such term or condition. Such failure shall not prevent REL from claiming a default or seeking a remedy under this License.

17. Invalidity of Clause

a. If any provision of this License is determined to be void or unenforceable, the remainder will remain valid and enforceable according to its terms.

b. Certain jurisdictions have adopted laws expressly permitting reverse engineering, decoding, decompiling and other uses of the Software prohibited in Clause 5. In respect to such jurisdictions, the prohibitions in Clause 5 shall be deemed modified but only to the extent necessary to comply with the laws of such jurisdictions.

c. Some jurisdictions do not allow the exclusion of certain implied warranties or the imposition of certain warranty conditions, so the warranty exclusions and conditions in Clause 6 may not apply to a Licensee in such jurisdictions. This License does not exclude any warranties or impose any conditions that may not, under applicable law, be excluded or imposed. The warranty in Clause 6 gives the Licensee specific legal rights, and does not limit any other legal rights that the Licensee may have under relevant law, except where such relevant law expressly allows such limitations as contained in this License.

d. Certain jurisdictions limit the right of a supplier of software to disclaim liability for loss or damage arising from the use of software. In respect to such jurisdictions, the disclaimers in Clause 7 shall be deemed modified but only to the extent necessary to comply with the laws of such jurisdictions.

18. Governing Law

a. This Agreement shall be governed by the laws of the State of New York, United States of America. The parties submit to the jurisdiction of the courts of the State of New York, United States of America. Jurisdiction for any suit brought hereunder shall be the federal or state courts residing in New York City.

b. COMPLIANCE WITH LAWS. You shall comply with all laws and regulations of the United States and other countries ("Export Laws") to ensure that the Software Product is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. You further agree that you will not use the Software Product for any purpose prohibited under applicable law.

c. U.S. GOVERNMENT RESTRICTED RIGHTS – The Software is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013, Federal Acquisition Regulation Clause 52.227-19 (c) (2) Commercial Computer Software Restricted Rights, NASA Clause 52.227.86 (d) Commercial Computer Software Licensing, or their successor.

19. Acceptance

a. The Licensee acknowledges having received this License before paying the License Fees. By paying the License Fees and by using the Software, the Licensee shall be deemed to have accepted the terms and conditions in this License.

Appendix A

Software Maintenance Terms and Conditions

Note: Maintenance is optional. The Software Maintenance Terms and Conditions below apply only if the Licensee has purchased Maintenance Services.

A. **Definitions**

1. "Bug" means a minor fault in the Software that prevents the Software from performing according to the Software's Documentation. A lack of a specific function shall not be deemed a Bug if the Software was not designed to perform that function. One Licensee may experience a Bug. Nonetheless, if the Bug does not affect many users of the Software, REL may not develop a Bug fix.

2. "Maintenance Fees" means REL annual charge to provide the Maintenance Services. The Maintenance Fees are subject to change pursuant to Clause D.1 below.

3. "Maintenance Period" means the period in respect to which the Licensee has agreed to pay the Maintenance Fees and is thereby entitled to receive the Maintenance Services. The initial Maintenance Period shall commence on the Start Date.

4. "Maintenance Services" means the maintenance services described in Clause B.

5. "New Release" means a Software release, generally applicable to all users, which (a) adds new functionality, (b) improves performance, (c) fixes Bugs, (d) removes incompatibilities, (e) enhances stability, or (f) remedies technical faults. For the avoidance of doubt, a new module or "Plug-In" shall not be deemed a New Release. New Release does not include any Third-Party Software.

6. "Technical Support" means REL technical support infrastructure, contacted via REL website (currently http://www.rosslaresecurity.com) or Technical Support email address for initiating a support request, uploading/sending problematic files and otherwise communicating with REL in respect to all support and maintenance issues.

7. "Software" means the specific items and modules of REL software for which the Licensee has paid the Maintenance Fees or acquired the right to use. "Software" includes any, upgrades and updates and new releases for which the Licensee has paid the applicable Maintenance Fees or has acquired the right to use. "Software" includes the Documentation.

8. "Start Date" means the first date upon which the Licensee has access to any module comprising the Software, unless the parties agree, in writing, upon a different Start Date.

9. All other defined terms shall have the same meaning as in the License.

B. **The Maintenance Services**

1. The Maintenance Services are provided by email, or other online communication methods as may be required and as determined by REL. REL cannot maintain its service levels unless all Licensees provide the minimum information required to perform Technical Support according to REL support guideline documents and procedures. REL support guideline and documents and procedures will be made available on request.

2. The Licensee shall use the Technical Support to initiate a support request, to upload/send required problematic files, and to communicate with REL in respect to all support and maintenance issues.

3. The Licensee shall only receive New Releases where available and if requested during the Maintenance Period.

4. The Licensee shall receive unlimited technical support via Technical Support. REL shall use its reasonable efforts to respond to all support requests within 48 hours (during working hours, excluding weekends and public holidays). If REL is able to do so, it shall resolve the technical issue in such response; otherwise, REL shall use its reasonable efforts to resolve the technical issue in a timely fashion commensurate with the urgency of the Licensee's request and the nature of the problem.

5. REL offers Technical Support to assist the Licensee in identifying and resolving technical issues and problems with the Software. The Licensee shall not use Technical Support to learn how to use the Software or as a substitute for training.

6. The Licensee shall not use Technical Support for support in customizing the Software for its specific requirements. While REL will explain in general terms how the Software can be customized, REL will not support the Licensee in meeting its specific customization requirements. The Maintenance Services do not include professional engineering services or customization support, but professional engineering services or customization is available to the Licensee at REL standard rates and charges, plus travel and accommodation expenses.

7. REL shall not provide support for Third-Party Software, such as computer operating systems, Internet Explorer, Microsoft Word, nor shall REL support database software, SQL Server, including any additions, deletions, and upgrades of such Third-Party Software. REL shall not be obliged to support the Licensee's use of Software features for purposes for which such features were not designed, or to fix any consequential problems caused thereby; system failures due to lack of maintenance; neglect; network failures; user inflicted malfunctions; data loss due to lack of maintenance, neglect and tampering; hardware failure due to natural causes, improper installation or neglect; and system failures due to unsupported hardware configuration or changes.

8. REL shall not provide support in circumstances where the Licensee has misused the Software and caused serious damage to the Licensee's database and file structure. Support for rebuilding or restoring a database is available to the Licensee at REL standard rates and charges, plus travel and accommodation expenses. If, whether during or after providing support to the Licensee, REL discovers that the Licensee misused the Software or caused serious damage to the Licensee's database and file structure, thereby necessitating such support, REL reserves the right to charge the Licensee for the cost of providing such support and associated rectification work.

9. REL shall use its reasonable efforts to correct any faults, errors or Bugs notified by the Licensee. REL may suggest to the Licensee a workaround until REL prepares a New Release that corrects the fault. The Licensee acknowledges that REL is not obligated to develop a New Release for the Licensee's specific fault. REL shall only fix Bugs in the current version of the Software with the latest New Release installed.

10. The Licensee may present REL with suggestions or requests for enhancements or modifications the Licensee would like included in new versions. Final decision on implementation of these requests will remain at the discretion of REL. REL shall own any intellectual property relating to an enhancement or modification suggested or requested by the Licensee.

11. REL shall not provide support in circumstances where the Licensee has installed unauthorized Third-Party Software concurrently on the same Server and/or Client.

C. Conditions and Exclusions

1. REL is not obligated to provide any other services except for the Maintenance Services. REL may provide other services such as consulting, importing, implementation services, and training. The Maintenance Fees do not cover the cost of such other services. Upon the Licensee's request, REL shall perform such other services at its standard rates and charges, plus travel and accommodation expenses.

2. REL shall only provide the Maintenance Services via Technical Support although it shall make general press releases when New Releases are available for downloading. Upon the Licensee's request, REL shall provide telephone support or on-site support at its standard rates and charges, plus travel and accommodation expenses.

3. REL has an iterative Software development program. For that reason, REL shall only support the current version of the Software and such prior versions of the Software as REL may elect to support in its sole and absolute discretion.

4. The Licensee shall initiate a request for support by submitting a request to Technical Support. The Licensee shall provide REL with complete information in respect to any such request. REL shall not be required to provide Maintenance Services, or REL may stop providing Maintenance Services already commenced, if REL reasonably deems the information provided by the Licensee to be incomplete.

5. The Licensee shall grant REL reasonable access to the Licensee's database, templates, hardware configurations, and such other files as REL may reasonably require for the purpose of providing the Maintenance Services. REL shall use its reasonable efforts to protect the confidentiality of the Licensee's information and will execute a non-disclosure agreement if so requested by the Licensee.

6. REL may adopt such other procedures as REL deems necessary and appropriate to provide efficient and effective Maintenance Services. These may include satisfaction surveys, fault notification procedures, and the maintenance of fault logs. The Licensee agrees to follow any such procedures.

7. The Licensee is responsible for installing New Releases. Upon the Licensee's request, REL shall perform this service at its standard rates and charges, plus travel and accommodation expenses.

8. REL is not responsible for faults caused by Third-Party Software nor shall REL be required to provide any Maintenance Services in respect to Third-Party Software. REL is not responsible for software and hardware incompatibilities.

9. REL has a robust Software development program designed to maintain the technical proficiency of the Software for its clients. However, REL does not commit itself to any specific New Release schedule or that it will issue a major upgrade of the Software during the Maintenance Period.

10. Pursuant to its Software development program, REL tries to develop functions, features, fixes, and updates that will generally benefit its users. However, REL does not warrant that the new functions, features, fixes, and updates incorporated within any New Release will be of specific benefit to the Licensee.

11. The Maintenance Services do not include Technical Support in respect to errors caused by: (a) the operation of the Software by the Licensee incorrectly or in a manner other than expressly authorized by REL in its Software documentation, (b) the failure of the Licensee to provide suitably qualified and adequately trained staff for the operation of the Software, (c) a fault in the hardware in which the Software has been installed (d) a modification, revision, variation, translation, or alteration of the Software not authorized by REL, or (e) operation of the Software on any hardware platform that is not one of the REL pre-approved computer configuration.

12. REL shall not be responsible for any failure or delay in providing the Maintenance Services due to circumstances beyond its reasonable control.

13. The terms of the License are incorporated herein. The Licensee's right to receive the Maintenance Services is expressly conditional upon its compliance with the License.

D. Maintenance Fees

1. REL shall specify the initial Maintenance Fees in its proposal to the Licensee or upon request by the Licensee. The initial Maintenance Fees shall apply for the duration of the initial Maintenance Period. Thereafter, REL may change the Maintenance Fees with effect from the commencement of the next Maintenance Period.

2. Where the Maintenance Fees are expressed as percentages of the license fees for the Software, such percentages shall be applied to the then current list price at the commencement of the relevant Maintenance Period for the latest version of the Software.

3. The Licensee may not pay Maintenance Fees for only part of the Software licensed from REL or for only a specific number of Software licenses. The Licensee must pay Maintenance Fees for all Software licensed, including all modules thereof. The Licensee must also pay Maintenance Fees on the value of any customizations that REL performed for the Licensee as part of the implementation services since REL will be required to maintain compatibility of those customizations with future New Releases.

4. The Licensee shall pay the Maintenance Fees annually in advance. REL shall invoice the Licensee for the Maintenance Fees. The Licensee shall pay such invoice within 30 days of the date of invoice. Maintenance Fees are not refundable.

5. If during the Maintenance Period, the Licensee orders additional Software Licenses or upgrades their system for a higher level License, REL shall invoice the Licensee for the additional Maintenance Fees applicable thereto, prorated to the end of the Maintenance Period. If within 90 days before the end of a Maintenance Period, the Licensee orders additional Software licenses, the Licensee must renew the maintenance on all Software licenses. In such event, the Licensee shall pay the applicable Maintenance Fees for all Software Licenses in respect to the year following the expiration of the then current Maintenance Period and such prorated portion of Maintenance Fees for the additional Software licenses to the end of the then current Maintenance Period.

6. If the Licensee does not pay the Maintenance Fees by the due date thereof, the Licensee will not be able to avail itself of the Maintenance Services.

7. The Licensee may not reduce the number of Software licenses during a Maintenance Period, except with the prior written consent of REL who may withhold its consent in its sole and absolute discretion.

E. Term

1. The initial Maintenance Period is subject to automatic renewal on a year-to-year basis. Either party may give notice of its intention not to renew at least 90 days before the end of the initial Maintenance Period or 90 days before the anniversary date of any renewal Maintenance Period. If neither party gives such notice, the Maintenance Period shall automatically renew on a year-to-year basis until either party gives such notice at least 90 days before the anniversary date of any renewal Maintenance Period.

2. At the end of the final Maintenance Period, all Maintenance Services shall cease. The Licensee will not be able to get New Releases from REL even if REL issues a major New Release shortly thereafter.

F. Assignment

1. To provide efficient and effective Maintenance Services, REL may assign its obligations to provide Maintenance Services or sub-contract some or all of its obligations hereunder.