

SLIDEWISE

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WHEREAS IT IS HEREBY AGREED AS FOLLOWS:

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- 1.1 **"Documentation"** means the online help and support documentation available at the URL: <https://support.neuxpower.com/hc/en-us>.
- 1.2 **"Effective Date"** means the date of invoice or date of payment, whichever is the earlier.
- 1.3 **"Minimum Requirements"** means the minimum technical specification required to enable the Software to function in accordance with the Documentation and/or at all, as set out in the Documentation.
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2.3 If Licensee elects to subscribe to the optional Maintenance and Support Services then Neuxpower shall provide the Maintenance and Support Services to Licensee in accordance with Schedule A.

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5. TERM AND TERMINATION

5.1 This License Agreement shall commence on the Effective Date and continue in effect indefinitely, unless terminated in accordance with this Clause 5.1. If either party breaches this License Agreement in any material respect, the other party may give written notice to the breaching party of its intent to terminate, and if such breach is not cured within thirty (30) days after the breaching party's receipt of such notice, this License Agreement shall terminate without any further notice required (but no cure period is required for any breach that cannot be cured).

5.2 Upon any termination of this License Agreement, (a) the rights and licenses granted to Licensee herein shall

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6. REPRESENTATIONS AND WARRANTIES

6.1 Neuxpower warrants that the Software will function materially in accordance with the Documentation for a period of ninety (90) days from the Effective Date. Neuxpower shall have no obligation to provide ongoing support or maintenance services to Licensee unless the parties enter into a separate maintenance agreement.

6.2 The above warranty is conditional upon the Licensee complying with the Minimum Requirements.

6.3 THE WARRANTIES SET FORTH IN THIS CLAUSE 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR NEUXPOWER'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

6.4 The Licensee hereby represents that it shall (i) comply with all applicable local and foreign laws and regulations that may govern the use of the Software, and (ii) use the Software only for lawful purposes and in accordance with the terms of this License Agreement.

7. LIMITATION OF LIABILITY

7.1 LICENSEE'S SOLE REMEDY WITH RESPECT TO ANY CLAIMS ARISING OUT OF THIS LICENSE AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE MONIES PAID BY LICENSEE TO NEUXPOWER UNDER THIS LICENSE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

7.2 IN NO EVENT SHALL NEUXPOWER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND GOODWILL, BUSINESS OR BUSINESS BENEFIT, OR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY LICENSEE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CIRCUMSTANCES SHALL NEUXPOWER BE LIABLE FOR ANY FAILURE OF THE SOFTWARE TO PERFORM IN ACCORDANCE WITH THE DOCUMENTATION, OR AT ALL, RESULTING FROM A FAILURE BY THE LICENSEE TO COMPLY WITH THE MINIMUM REQUIREMENTS. ADDITIONALLY, LICENSEE ACKNOWLEDGES THAT WHILST THE SOFTWARE MAY BE USED IN COMBINATION WITH THIRD PARTY SOFTWARE, NEUXPOWER BEARS NO LIABILITY, HOWSOEVER ARISING, FOR ANY LOSS, DAMAGE OR COST THAT ARISES FROM A FAILURE OF THE SOFTWARE TO INTEGRATE WITH LICENSEE OR THIRD PARTY SOFTWARE.

8. GENERAL

8.1 Licensee shall not assign this License Agreement, in whole or in part, without the written consent of Neuxpower.

8.2 This License Agreement and its performance shall be governed by and construed in accordance with and the parties hereby submit to the exclusive jurisdiction of the laws of England and Wales.

8.3 Licensee agrees that because of the unique nature of the Software and Neuxpower's proprietary rights therein, a demonstrated breach of this License Agreement by Licensee would irreparably harm Neuxpower and monetary damages would be inadequate compensation. Therefore, Licensee agrees that Neuxpower shall be entitled to preliminary and permanent injunctive relief, as determined by any court of competent jurisdiction to enforce the provisions of this License Agreement.

- 8.4 If any provision of this License Agreement or the Software thereof is declared void, illegal, or unenforceable, the remainder of this License Agreement will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.
- 8.5 Any failure by any party to this License Agreement to enforce at any time any term or condition under this License Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this License Agreement.
- 8.6 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder with reasonable dispatch whenever such causes are removed.
- 8.7 Trademarks appearing herein are either registered trademarks or trademarks of their respective owners in England and Wales, the United States and/or other countries.
- 8.8 This License Agreement (i) constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, made with respect to the subject matter hereof, and (ii) cannot be altered except by agreement in writing executed by an authorised representative of each party. No purchase order and/or standard terms of purchase provided by Licensee shall supersede this License Agreement.
- 8.9 If you do not agree to the terms of this License Agreement, you may obtain a refund of the amount paid for the Software if you: (a) do not use the Software and the accompanying items (including all electronic materials, documents etc) and (b) notify Neuxpower in writing of your non acceptance of this License Agreement, with proof of payment, at the email or physical address set out below within 30 days of the purchase date.

sales@neuxpower.com or

Neuxpower Solutions Limited. Kemp House, 152-160 City Road, London, EC1V 2NX, UK.

SCHEDULE A

MAINTENANCE AND SUPPORT TERMS

1. DEFINITIONS

- 1.1 **"Additional Charges"** means additional sums which may be charged under these Support Terms in accordance with Neuxpower's rates from time to time for work undertaken on a time and materials basis;
- 1.2 **"Effective Date"** means the date set out in the Schedule on which maintenance commences;
- 1.3 **"Fault"** means either (a) failure of the Software to perform in accordance with the Documentation; or (b) a cessation, interruption or degradation of the usual functionality of the Software;
- 1.4 **"Licence"** means the licence agreement pursuant to which the Customer is authorised by Neuxpower to use the Software;
- 1.5 **"Maintenance Release"** means (i) any corrected version of the Software from time to time issued by Neuxpower; (ii) any maintenance and/or new release of the Software from time to time issued by Neuxpower;
- 1.6 **"New Release"** means any improved or modified version of any of the Software from time to time issued by Neuxpower;
- 1.7 **"Permitted Number of Users"** shall be interpreted in accordance with the Licence;
- 1.8 **"Per User Licence Fee"** means the licence fee in respect of each of the Permitted Number of Users, which is payable by the Customer to Neuxpower pursuant to the Licence (and which, if not expressly set out in the Licence, may be calculated as the fee payable pursuant to the Licence divided by the Permitted Number of Users);
- 1.9 **"Pricing Band"** means the published thresholds at which the cost of each Per User Licence Fee reduces;
- 1.10 **"Services"** means the provision of support in respect of the Software by Neuxpower pursuant to these Support Terms;
- 1.11 **"Software"** means the Software specified in the Schedule to be supported pursuant to these Support Terms;
- 1.12 **"Support Fee"** shall mean the periodic charge for the relevant service specified in the Schedule as increased from time to time pursuant to clause 3.3;
- 1.13 **"Support Terms"** means these terms and conditions of maintenance and support;
- 1.14 **"Authorised Representative"** means a member of the Customer's staff notified to Neuxpower as being an authorised Customer contact for reporting Faults to Neuxpower and receiving Fault rectifications, limited to the number of Authorised Representatives as stipulated in the Schedule hereto;
- 1.15 **"Weekends"** shall mean Saturday and Sunday.
- 1.16 **"Working Day"** means (i) in respect of Services provided in English all days excluding Weekends and United Kingdom bank and public holidays; and (ii) in respect of Services provided in French, shall mean all days excluding Weekends and French national holidays; and (iii) in respect of Services provided in German shall mean all days excluding Weekends and German national holidays.

2. PROVISION OF SERVICES

On payment of the Support Fee in accordance with clause 3 below Neuxpower shall provide the Services to the Customer upon these Support Terms for the period to which that payment relates.

3. FEES

- 3.1 The Support Fee shall be payable by the Customer annually in advance and within 14 days of receipt of Neuxpower's invoice therefor. The Support Fee is exclusive and net of value added tax and any other sales tax that the Customer will be additionally liable to pay.
- 3.2 Neuxpower reserves the right to charge the Customer interest in respect of the late payment of any sum due under these Support Terms at the rate of 4 per cent per annum above the base rate from time to time of Barclays Bank PLC from the due date therefor until payment.
- 3.3 Neuxpower shall be entitled to increase the Support Fee by giving to the Customer not less than 90 days prior written notice such notice to expire on an anniversary of Effective Date. Notwithstanding the foregoing, no increase in Support Fees shall take effect in respect of any period for which the Customer has paid in advance.
- 3.4 Throughout the term of these Support Terms, in the event that the Customer wishes to increase the Permitted Number of Users under the Licence (or to execute a new Licence to install the Software on additional PCs and/or

laptops), then subject to clause 3.5, the fee payable in respect of such increase shall be the Per User Licence Fee multiplied by the increase in the Permitted Number of Users.

- 3.5 In the event that a request to increase the Permitted Number of Users ("Permitted Number Increase") pursuant to clause 3.4 results in the Customer's aggregate Permitted Number of Users increasing to such a number that the total Permitted Number of Users exceeds the threshold for a lower Pricing Band to apply, the total Per User Licence Fees payable in respect of the Permitted Number Increase shall be calculated as if all additional Per User Licence Fees were in the lower Pricing Band.

4. TECHNICAL SUPPORT

- 4.1 The Services provided by Neuxpower comprise the following:-
- 4.1.1 the provision of advice by email on a priority basis on the use of the Software;
 - 4.1.2 the diagnosis of Faults in the Software and instructions as to the rectification of such Faults by email on a priority basis;
 - 4.1.3 the creation and dispatch to the Customer of Maintenance Releases.
- 4.2 The Customer shall supply by email to Neuxpower a detailed description of any Fault requiring the Support Services and the circumstances in which it arose forthwith upon becoming aware of the same.
- 4.3 Neuxpower shall use its reasonable endeavours to respond to the Customer within 2 Working Days of a request for Services. This response shall include an initial analysis of the reported Fault. Thereafter, Neuxpower shall use its reasonable endeavours to provide a rectification to the Fault as soon as reasonably possible thereafter.
- 4.4 The Services shall not include the diagnosis and rectification of any Fault resulting from:
- 4.4.1 the improper use operation or neglect of the Software or the equipment upon which it is run;
 - 4.4.2 the modification of the Software or its merger (in whole or in part) with any other software except as permitted by the Licence;
 - 4.4.3 the failure by the Customer to implement Maintenance Releases or recommendations in respect of or solutions to Faults previously advised by Neuxpower;
 - 4.4.4 any repair adjustment alteration or modification of the Software by any person other than Neuxpower or an agent of Neuxpower without Neuxpower's prior consent;
 - 4.4.5 the use of the Software for a purpose for which it was not designed;
 - 4.4.6 rectification of lost or corrupted data arising for any reason other than Neuxpower's own negligence;
 - 4.4.7 loss or damage caused directly or indirectly by operator error or omission;
 - 4.4.8 a fault in Customer or third party software or applications or any upgrade or new release in respect thereof;
 - 4.4.9 a fault in the equipment or in any other software operating in conjunction with or closely with the Software.
- 4.5 Neuxpower shall upon request by the Customer provide Support notwithstanding that the Fault results from any of the circumstances described in clause 4.4 above or shall provide Support to the Customer in circumstances which are not covered by these Support Terms. Neuxpower shall in such circumstances be entitled to levy Additional Charges monthly in arrears and shall be paid by the Customer (together with value added tax thereon) within 14 days of receipt of an invoice in respect of such Additional Charges.
- 4.6 All email contact with Neuxpower should be to the following email address unless the Customer is notified to the contrary by Neuxpower: support@neuxpower.com.

SCHEDULE B

EVALUATION TERMS

1. **Evaluation License.** Neuxpower hereby grants to you a non-exclusive, terminable, non-transferable, non-assignable right, to Use the Paid Features of the Software and Documentation internally solely for evaluation purposes for the Trial Period. Upon completion of the Trial Period, you are not permitted to continue to Use the Paid Features of the Software and Documentation other than by entering into a full License Agreement with Neuxpower.
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