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9.5 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.

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Neuxpower Solutions Limited. Studio 400, Highgate Studios, 53-79 Highgate Road, London, NW5 1TL, UK. www.neuxpower.com

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) 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 "License" means the license agreement pursuant to which the Licensee 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 Users", "Neuxpower" and "Licensee" shall be interpreted in accordance with the License;

1.8 "Per User License Fee" means the license fee in respect of each of the Permitted Users, which is payable by the Licensee to Neuxpower pursuant to the License (and which, if not expressly set out in the License, may be calculated as the fee payable pursuant to the License divided by the Permitted Users);

1.9 "Pricing Band" means the published thresholds at which the cost of each Per User License 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 Licensee's staff notified to Neuxpower as being an authorised Licensee contact for reporting Faults to Neuxpower and receiving Fault rectifications;

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 Licensee upon these Support Terms for the period to which that payment relates.

3. FEES

3.1   The Support Fee shall be payable by the Licensee 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 Licensee will be additionally liable to pay.

3.2   Neuxpower reserves the right to charge the Licensee 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 Licensee 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 Licensee has paid in advance.

3.4   Throughout the term of these Support Terms, in the event that the Licensee wishes to increase the Permitted Users under the License, then subject to clause 3.5, the fee payable in respect of such increase shall be the Per User License Fee multiplied by the increase in the Permitted Users.

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

4.2   The Licensee 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 Licensee 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 License;

4.4.3   the failure by the Licensee 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 Licensee 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 Licensee provide Support notwithstanding that the Fault results from any of the circumstances described in clause 4.4 above or shall provide Support to the Licensee 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 Licensee (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 Licensee is notified to the contrary by Neuxpower: support@neuxpower.com.

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