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SCHEDULE A

SUPPORT AND MAINTENANCE TERMS

DEFINITIONS

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- "Software"** means the Software specified in the Schedule to be supported pursuant to these Support Terms;
- "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;
- "Support Terms"** means these terms and conditions of maintenance and support;
- "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;
- "Weekends"** shall mean Saturday and Sunday.
- "Working Day"** means all days excluding Weekends and United Kingdom bank and public holidays.
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- 2.1 Perpetual Licence. 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.
- 2.2 Metered Licence. Neuxpower shall provide the Services to the Licensee upon these Support Terms for the period in which the Licensee is an Active Metered Customer. Metered Licence fees include Support and Maintenance.

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.

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 - 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.
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SCHEDULE B

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Schedule C

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