

Exhibit – MidVision Software Support Agreement (SSA)

Your Software Support Agreement is set out below in this Exhibit.

MIDVISION SOFTWARE SUPPORT AGREEMENT (SSA)

This MidVision Software Support Agreement with all materials referenced herein (called the "Agreement") is made and entered into as of the Effective Date (as defined below) by and between MidVision Limited ("MidVision") and the company represented by the individual accepting this Agreement on the company's behalf ("Licensee") (each a "Party" and, collectively, the "Parties") and governs the Licensee's acquisition of MidVision software support ("Software Support").

1. Definitions

"Authorised Use" – the specified level at which Licensee is authorised to execute or run the Program. That level may be measured by number of users, service units, target environments or other level of use specified by MidVision as detailed in the PoE.

"Business Partners" or "Midvision Authorised Business Partners" – Organisations which MidVision has signed agreements with to promote and market MidVision products and services including for example, MidVision Software, Midvision Software Support and/or MidVision consultancy services.

"Effective Date" – the date Licensee accepted this Agreement.

"Enterprise" - Any legal entity (such as a corporation) and the subsidiaries owns by more than 50 percent.

"EULA" – End User License Agreement between Midvision and Licensee

"License Information" ("LI") – a document that provides information and any additional terms specific to a Program. The LI can be found in the Program's directory, by the use of a system command, or as a booklet included with the Program.

"MidVision" – MidVision Limited, the Licensor.

"Program" – the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, files, and modules, 3) audio-visual content (such as images, text, recordings, or pictures), and 4) related licensed materials (such as keys and documentation).

"Proof of Entitlement" ("PoE") – evidence of Licensee's Authorised Use and entitlement to Support and any relevant agreed service levels. The PoE is also evidence of Licensee's eligibility for warranty, future update prices, if any, and potential special or promotional opportunities. If MidVision does not provide Licensee with a PoE, then MidVision may accept as the PoE the original paid sales receipt or other sales record from the party (either MidVision or its reseller) from whom Licensee obtained the Program, provided that it specifies the Program name and Authorised Use obtained.

"Software Support Handbook" – a booklet in electronic or paper form provided to the Customer setting out the nature of the Software Support being provided by MidVision

Part 1 – General Terms

The provision of Software Support by MidVision is provided only for those Programs licensed by the Customer from MidVision under an agreed EULA. Acquisition of Software Support in quantities greater than the number for which Customer is licensed does not create or imply any greater license authorisation. The type of Software Support being provided by MidVision to the Customer will be referred to in the LI and/or Software Support Handbook.

When a Customer orders Software Support marketed to the Customer by MidVision Business Partners, MidVision may provide Software Support to the Customer under the terms of this Agreement or such other agreement as supplied to the Customer by the MidVision Business Partner or the support may be supplied by the MidVision Business Partner and this will be referred to in the LI and/or Software Support Handbook. In the case of support provided by the MidVision Business Partner, MidVision is not responsible for 1) the actions of MidVision Business Partners, 2) any additional obligations they Business Partners have to the Customer or 3) any products or services that the Business Partners supply to Customer under their agreements. In the event that Customer's MidVision Business Partner is no longer able to market or provide Software Support, for any reason, the Customer may continue to receive Software Support directly from MidVision subject to the parties reaching agreement of the commercial terms.

Part 2 – Terms

1. Incorporated Terms

The Programs to which this Agreement applies are licensed under the MidVision Program License Agreement ("EULA") unless otherwise specified by MidVision. A copy of the EULA is provided with each POE, via a Program in the Program's directory, in a library identified as "License," a booklet, or on a CD.

2. Provision of Software Support

Detailed terms associated with the provision of Software Support:

- (1) **Support Period:** One year or such greater period as set out in the POE. When the Customer orders Software Support with a Program, the initial Software Support Period begins on the date that MidVision makes the Program available to the Customer.
- (2) **Early Termination of a Software Support Period for a Program:** While a Customer may terminate a Software Support Period, MidVision does not issue a credit or refund for the unused portion of a Software Support Period.
- (3) **Automatic Renewal:** If, by the last day of the current Software Support Period, MidVision has received no written communication from the Customer concerning the Customer's renewal of Software Support for a Program, MidVision will automatically renew that expiring Software Support Period under the Agreement terms and charges in effect on that date, subject to applicable law. Subsequent Software Support Periods begin on the day following the end of the preceding Software Support Period.

- (4) **Software Support Period Adjustment:** When a Customer acquires Software Support initially or resumes it, or prior to the end of the then current Software Support Period, the Customer may request that the Software Support Period duration is adjusted to end at a month of Customer's choice. If Customer does not choose a date, MidVision will inform Customer of the end date. The "Software Support Charge" (see item (1) in subsection b. Software Support acquired directly from MidVision of section 3. Charges and Payment below) will be pro-rated accordingly.
- (5) **Software Support:** During the Software Support Period, for the unmodified portion of a Program, and to the extent problems can be recreated in the specified operating environment, MidVision will provide the following:
- (a) defect correction information, a restriction, or a bypass;
 - (b) Program Updates: periodic releases of collections of code corrections, fixes, functional enhancements and new versions and releases to the Program and documentation; and
 - (c) Technical Assistance: a reasonable amount of remote assistance via telephone or electronically to address suspected Program defects. Technical assistance is available from the MidVision support center. Additional details regarding Technical Assistance, including MidVision contact information, are provided in the customised MidVision Software Support Handbook provided to the Customer with the PoE. A standard version of the handbook can be found at www.midvision.com.
- Software Support does not include assistance for 1) the design and development of applications, 2) Customer's use of Programs in other than their specified operating environment, or 3) failures caused by products for which MidVision is not responsible under this Agreement.
- Software Support is provided only if the Program is within its support timeframe as specified in the Software Support lifecycle policy for the Program.
- (6) **Resumption Fee:** A charge to resume Software Support after Customer either (a) declined Software Support at the time Customer acquired the license for a Program or (b) terminated Software Support. This charge is equal to the total of all Software Support Charges that Customer would have paid during the lapsed interval. A Software Support Period in such an instance begins on the date that MidVision accepts Customer's order.
- (7) **Software Support Upgrade:** If Customer upgrades Software Support due to an increase in the level of use of a Program, any increase to the Software Support Charge will be pro-rated to the end of the current Software Support Period.

3. Charges and Payment

If Customer returns a Program for refund as allowed under its license terms, MidVision will terminate, and refund any charges paid for Software Support ordered with the Program for the remaining period from the date of receipt of an acceptable formal request from the Customer. MidVision does not give refunds for Software Support without the return of the associated Program.

- a. Software Support acquired from a MidVision Business Partner
When a Customer acquires Software Support from a MidVision Business Partner, the MidVision Business Partner sets the charges and the terms governing charges. The Customer will pay the Customer's MidVision Business Partner directly.
- b. Software Support acquired directly from MidVision
 - (1) Charges for Software Support during each Software Support Period, called the Software Support Charge, are invoiced in advance.
 - (2) The Software Support Charge may vary, depending on, for example, the Program or group of Programs, or level of use of the Program.
 - (3) MidVision may increase the Software Support Charge without notice. An increase will not apply to Customer if MidVision receives the Customer's order for Software Support before the announcement date of the increase and within one month of receipt by MidVision of the Customer's order and commencement date of the Software Support. The Customer receives the benefit of a decrease in the Software Support Charge for amounts which become due on or after the effective date of the decrease.
 - (4) Amounts are due and payable upon receipt of invoice. The Customer agrees to pay accordingly, including any late payment fee.
 - (5) If any authority imposes a duty, tax, levy or fee, excluding those based on MidVision's net income, upon Software Support MidVision supplies under this Agreement, then the Customer agrees to pay that amount as specified in the invoice, unless the Customer supplies exemption documentation.

4. Software Support Transferability

The Customer may transfer Software Support only to an entity that is within the Customer's Enterprise and located within the country in which Software Support is acquired, provided that the entity receiving the Program agrees to the terms of this Agreement.

5. Customer's Responsibilities

The Customer agrees that when the Customer acquires Software Support for a Program:

- a. The Customer will acquire Software Support for the same level of use as that at which the Program is authorised. Partial coverage for a particular Program is not offered;
- b. The Customer is responsible for the results obtained from the use of the Software Support;
- c. The Customer will, at MidVision's request, allow MidVision to remotely access Customer's system to assist Customer in isolating the software problem cause;
- d. The Customer remains responsible for adequately protecting the Customer's system and all data contained in it whenever MidVision remotely accesses it with the Customer's permission to assist the Customer in isolating the software problem cause;
- e. The Customer will provide sufficient, free, and safe access to Customer's facilities for MidVision to fulfill its obligations; and
- f. except as permitted by section 4. Software Support Transferability above, Customer will not assign, or otherwise transfer, this Agreement or the Customer's rights under this Agreement, or delegate Customer's obligations, without MidVision's prior written consent. Any attempt to do so is void. The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organisation by merger or acquisition does not require the consent of the other. MidVision is also permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for MidVision to divest a portion of its business in a manner that similarly affects all of its customers.

6. Warranty for Software Maintenance

MidVision warrants that Software Support will be provided using reasonable care and skill and according to its description in the MidVision

Software Support Handbook as provided to the Customer. Customer agrees to provide timely written notice of any failure to comply with this warranty so that MidVision can take corrective action.

The warranties will be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, or failure caused by a product for which MidVision is not responsible.

EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION, THESE WARRANTIES ARE THE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

MidVision does not warrant uninterrupted or error-free provision of Software Support or that MidVision will correct all defects.

7. Changes to Agreement Terms

MidVision may change the terms of this Agreement by giving the Customer three months' prior written notice by letter or e-mail, either directly to the Customer or through the Customer's MidVision Business Partner. These changes are not retroactive and apply, as of the effective date MidVision specifies in the notice, only to new orders and renewals.

Otherwise, for a change to be valid, both MidVision and the specific Customer must sign it.

8. Termination and Withdrawal

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

MidVision may withdraw Software Support for a Program by publishing a notice of withdrawal not less than 12 months prior to its effective date. If MidVision withdraws Software Support for which the Customer has prepaid and MidVision has not yet fully provided it to the Customer, at its sole discretion MidVision will either continue to provide Software Support to the Customer until the end of the current Software Support Period or give the Customer a prorated refund. Acquisition of Software Support does not extend the period for which a Program is supported.

Notwithstanding anything to the contrary in this Agreement, if MidVision terminates Customer's license for a Program due to Customer's breach of any of its terms, MidVision may also concurrently terminate Software Support for that Program. In this instance, MidVision is not obligated to issue a refund or credit for any unused portion of Software Support.

MidVision may withdraw the Software Support offering in its entirety on 12 months' written notice to all then current Software Support customers by letter or e-mail.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

9. Limitation of Liability

The limitations and exclusions in this Section 9 (Limitation of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

9.1 Items for Which MidVision May Be Liable

For the purposes of this section, a "Default" means any act, statement, omission or negligence on the part of MidVision in connection with, or in relation to, the subject matter of an Agreement in respect of which MidVision is legally liable to the Customer, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default by MidVision in the performance of its obligations under this Agreement or other liability, the Customer is entitled to recover damages from MidVision. Regardless of the basis on which the Customer is entitled to claim damages from MidVision and except as expressly required by law without the possibility of contractual waiver, MidVision's entire liability for any one Default will not exceed the amount of any direct damages, to the extent actually suffered by Customer as an immediate and direct consequence of the default, up to the greater of (1) £50,000 UK Pounds Sterling or (2) 125% of the charges (if the Software Support is subject to fixed term charges, up to 12 months' charges) for the Software Support paid to MidVision, that is the subject of the claim. Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which MidVision is legally liable is not subject to such limitation.

9.2 Items for Which MidVision Is Not Liable

UNDER NO CIRCUMSTANCES IS MIDVISION, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- a. LOSS OF, OR DAMAGE TO, DATA;
- b. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR CONSEQUENTIAL DAMAGES; OR
- c. WASTED MANAGEMENT TIME OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

10. Additional terms

a) To assist the Customer in isolating the cause of a problem with the Program, MidVision may request that Customer 1) allow MidVision to remotely access the Customer's system or 2) send Customer information or system data to MidVision. However, MidVision is not obligated to provide such assistance unless MidVision and the Customer enter a separate written agreement under which MidVision agrees to provide to the Customer that type of technical support, which is beyond MidVision's warranty obligations in this Agreement. In any event, MidVision uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, MidVision may use MidVision entities and subcontractors (including in one or more countries other than the one in which Customer is located), and Customer authorises MidVision to do so.

The Customer remains responsible for 1) any data and the content of any database the Customer makes available to MidVision, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data. Customer will not send or provide MidVision access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs

and other amounts that MidVision may incur relating to any such information mistakenly provided to MidVision or the loss or disclosure of such information by MidVision, including those arising out of any third party claims.

- b. All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.
- c. Each may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

11. General

- a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- b. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- c. The Customer agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- d. Customer authorises MidVision (and its successors and assigns, contractors and MidVision Business Partners) to store and use the Customer's business contact information wherever they do business, in connection with MidVision products and services, or in furtherance of MidVision's business relationship with the Customer.
- e. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
- f. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- g. Neither the Customer nor MidVision is responsible for failure to fulfill any obligations due to causes beyond its control.
- h. No right or cause of action for any third party is created by this Agreement, nor is MidVision responsible for any third party claims against Customer, except as permitted in Subsection 9.1 (Items for Which MidVision May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which MidVision is legally liable to that third party.

12. Geographic Scope and Governing Law

12.1 Governing Law

Both parties agree to the application of UK laws to govern, interpret, and enforce all of the Customer's and MidVision's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of any specific country law principles in which the Customer operates.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

12.2 Jurisdiction

All rights, duties, and obligations are subject to the jurisdiction of the UK courts.

This Agreement is the complete agreement regarding Customer's acquisition of Software Support, and replaces any prior oral or written communications between Customer and MidVision concerning Software Support. In entering into this Agreement, neither party is relying on any representation that is not specified in this Agreement including without limitation any representations concerning: 1) performance or function of any product or system, other than as expressly warranted in section 6 above; 2) the experiences or recommendations of other parties; or 3) results or savings the Customer may achieve. Additional or different terms in any written communication from the Customer (such as a purchase order) are void. Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

The Customer accepts the terms of this Agreement without modification by any one of the following means: to the extent permissible under applicable law, by ordering, using, or making payment for Software Support or, where required by law, signing a transaction document. Software Support becomes subject to this Agreement when MidVision accepts the Customer's order or payment. Once in effect, 1) unless prohibited by applicable local law or specified otherwise, any reproduction of this Agreement made by reliable means (for example, photocopy, electronic scan or facsimile) is considered an original and 2) Software Support Customer orders under this Agreement is subject to it.