

Mercury Standard End-User License Agreement

Any use of the Software (as defined below) is subject to the terms of this license agreement (“Agreement”). Please read the full Agreement carefully.

You confirm that you accept and agree to be legally bound by all terms and conditions of this Agreement, which will take effect:

(i) when you click “I ACCEPT” when prompted as part of download of any Software purchased through our website (for a copy, see: [Mercury EULA](#)); or

(ii) when you click “I ACCEPT” when prompted as part of download and/or installation through our website of any Software purchased through a Reseller; or

(iii) on signature of a paper version of this Agreement (which will incorporate any documents attached to it at the time of signature e.g. quotes).

IMPORTANT NOTICES:

(i) Where you sign a paper version of this Agreement, that paper version will take precedence over any subsequent click to agree versions of this Agreement presented on download and/or installation; and

(ii) This Agreement shall prevail over your standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order or confirmation of order.

TERMS AND CONDITIONS

1 DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

“Automation Agent” means an instance of automation of our Software. This can be scheduled automation or manually triggered automation;

“Bundle” means a set of more than one of the Software products that are supplied together for a single price.

“Download” or “download” in connection with the Licensed Software means the downloading of the Licensed Software from our or any third party's remote server;

“Free Edition Software” means any of our Software that is offered as a free edition (sometimes with restrictions or limitations on usage) as an alternative to a License Fee version. Details can be found at <https://www.mercurydata.co>. “Install”, “install”, “installing”, “installation” or “installed” in connection with the Licensed Software means installation of the Licensed Software using a serial key provided by us or a Reseller;

“Intellectual Property Rights” means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database right, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted under the laws of any country;

“License” means the License to use the Licensed Software, set out in clause 3 and 5 as appropriate;

“License Fee(s)” means the fees payable by you under this Agreement to us excluding Sales Tax, VAT, and all other relevant taxes, including Withholding Tax where applicable, as detailed by us from time to time including through our website, as part of a written quotation or renewal;

“Licensed Software” means such of the Software, as is selected by you and as licensed to you under the terms of this Agreement, including any related manuals, help files or other documentation;

“OSE” means Operating Systems Environment;

“Reseller” means any third party authorized by us to sell Licenses to the Software;

“Server Component” means, where the Software licensed to you under this Agreement is Per OSE Licensed Software, the server-based components on a single OSE;

“Software” means any or all of the software products in executable form and related libraries supplied with our software products.

“Support Package” means the support and upgrade package for the Licensed Software products as described in Schedule 1;

“Term” means the term for which we agreed to provide the Support Package to you during the purchase process;

“We”, “Our”, “Us” and the non-capitalized versions means HSalim & Co. Inc, a company registered in the State of New York and having its registered office at 67 Boulder Trail, Bronxville, NY 10708;

“You”, “Your” and the non-capitalized versions means, whether the Licensed Software is obtained directly from us or through a Reseller, (a) where an individual downloads and/or installs the Licensed Software on a OSE for his own personal use, that individual (a “Consumer”); or (b) where an individual downloads and/or installs the Licensed Software on a OSE for business use, that individual’s employer (and we will assume that such individual has the authority to purchase on behalf of their employer); or (c) where an entity or organization downloads and/or installs the Licensed Software on an electronic computing device for use by its employees, that entity or organization (and such entity shall be responsible for all use by its employees of the Licensed Software).

2 HEADINGS

The headings to the clauses and Schedules of this Agreement are for convenience only and will not affect its construction or interpretation.

3 EVALUATION LICENSE

3.1 In return for the mutual rights and obligations set out in this Agreement, we grant you the right to use the Licensed Software for a period of 14 days from when it is initially installed by or on behalf of you ("Evaluation Period"). During the Evaluation Period you can decide whether or not the Licensed Software meets your requirements. The Evaluation Period may be extended by written agreement with us. Note that this clause 3 does not apply to the Freeware.

3.2 During the Evaluation Period, you hereby agree that the Licensed Software is provided "AS IS" with no representation, guarantee or warranty of any kind as to its functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.

3.3 We shall not be liable for any claim, damages or other liability arising from or in connection with your use of the Licensed Software during the Evaluation Period.

3.4 For the avoidance of doubt, during the Evaluation Period: (a) clauses 5.1, 8.1, 9.3 and 13.2 of this Agreement shall not apply; and (b) clause 13.1 shall apply except that the reference to clause 13.2 is deleted.

3.5 Before or upon expiry of the Evaluation Period:

3.5.1 If, in your sole opinion, the Licensed Software has met your requirements, and you wish to continue to use the Licensed Software beyond the end of the Evaluation Period, you can decide whether to obtain a License to the Free Edition Software or the equivalent License Fee version. Once the appropriate License has been obtained, this Agreement shall continue in force (except that this clause 3 shall no longer apply).

3.5.2 if you decide that the Licensed Software does not meet your requirements, or otherwise do not wish to enter into a paid up License, then you shall destroy the Licensed Software and all copies, in any form including partial copies or modifications of the Licensed Software received from us or made in connection with this License and all documentation relating thereto. Any rights of yours to use the Licensed Software shall cease.

4 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

4.1 You acknowledge that:

4.1.1 all Intellectual Property Rights in or relating to the Licensed Software are owned by or licensed to us or licensed to us for business use; and

4.1.2 except as expressly granted under the License, you have no rights in the Licensed Software.

4.2 You hereby agree to refrain from any action which would diminish our Intellectual Property Rights in or relating to the Licensed Software or which would call them into question.

4.3 You agree not to remove or alter any trade marks, copyright notices or similar proprietary devices, including without limitation any electronic watermarks or other identifiers, that may be incorporated in the Licensed Software or any copy of the Licensed Software.

4.4 If you become aware of any infringement or suspected infringement of our Intellectual Property Rights in or relating to the Licensed Software by any third party, you shall notify us without delay. We and

you shall consult together on an appropriate course of action but neither party shall be obliged to take any action in respect of any such infringement or suspected infringement.

5 LICENSE

5.1 This software license is sold as Per OSE Licensed Software and sold with a subscription term, usually covering a one-year period.

5.1.1 This software installs a control database, usually named Mercury. This database stores configuration settings, setup, user access and/or other information relevant to the use of this software;

5.1.1 You may change the name of the control database but you may use only one instance of this database.

5.1.2 You may choose to install it on a SQL Server or operate as a stand-alone database file so long as there is only one instance of this database in use.

5.1.3 You may take backups of the database for operational security and backup purposes only.

5.2 In return for the mutual rights and obligations under this Agreement, and subject to (other than in relation to the Freeware and the Free Edition Software) the payment of the License Fees by you to us and, where relevant, additional License Fees, we grant to you a limited, non-exclusive, non-sub-licensable and non-transferable License for use during the purchased subscription period:

5.2.1 Any number of users may install and use the Licensed Software on any device owned, leased and/or controlled by you for internal use, so long as they are tied to one control database per clauses 5.1 and sub clauses ;

5.2.2 You may make one copy of the Licensed Software in machine readable form for normal operational security and back-up purposes. Such copy and the media on which it is stored will be our property and you shall ensure that such copy bears our proprietary notice; and

5.2.3 in addition, where the Licensed Software is Per OSE Licensed Software:

(i) to use and copy the Server Component on a single OSE owned, leased and/or controlled by you for internal use; and

(ii) where applicable, to use and copy the Client Component on one or more OSEs leased and/or controlled by you for internal use.

5.2.4 In addition, where the Licensed Software includes one or more Bundles then the Linked Software within each Bundle must be used in the same OSE.

5.3 Except as stated in this License, you have no right to use, incorporate into other products, copy, publish, display, modify, translate the Licensed Software or any modification, adaptation or copy of the Licensed Software or any part thereof. You may only decompile, reverse engineer, or disassemble the source code of the Licensed Software either in whole or in part, as expressly permitted under the License or other applicable law.

5.5 You shall not use the Licensed Software to manufacture or distribute a product that is substantially similar to or competitive with our Software.

5.6 License to Free Edition Software. In return for the mutual rights and obligations set out in this Agreement, we grant you the right to use the Free Edition Software. For certain use of our Free Edition Software we specify limitations on such free use in the relevant Software information on our website.

5.7 License to Preview Software In return for the mutual rights and obligations set out in this Agreement, we grant you the right to use the Preview Software.

5.8 For the avoidance of doubt: (a) Clauses 8.1, 8.3 and 13.2 of this Agreement shall not apply to the Free Edition Software, Freeware and Preview Software; and (b) Clause 13.1 shall apply except that the reference to Clause 13.2 is deleted.

5.9 If you breach this clause 5, the License or rights granted will automatically terminate in accordance with the provisions of clause 10.

6 PAYMENT

6.1 License Fees shall be invoiced by us to include Sales Tax, VAT and/or other relevant taxes, including Withholding Tax. Schedule 2 gives details of how such taxes are handled.

6.2 License Fees shall be payable on installation of the Licensed Software and/or on purchase and/or renewal of a Support Package (as applicable), except where agreed otherwise in writing with us.

6.3 License Fees for certain of the Licensed Software may differ depending on your status, and our website will identify where this is relevant. In relation to such Licensed Software, you must let us know if your status changes and we will be entitled to invoice for additional License Fees if appropriate. Failure to inform us of a change of status is a breach of your License and this Agreement.

6.4 Where you have obtained the Licensed Software through a Reseller, the terms you have agreed with such Reseller in relation to payment and invoicing will apply instead of this clause 6 (and Schedule 2).

7 CONFIDENTIALITY

7.1 The structure, organization, and source code of the Licensed Software are valuable trade secrets and proprietary confidential information of ours and our licensors. You agree not to provide or disclose any confidential information in the Licensed Software or derived from it to any third party, including where such confidential information is derived under any applicable law as set out in clause 5.2 7.2 We agree not to provide or disclose any information of a confidential nature in any form whatsoever which is disclosed by or on behalf of you to us to any third party.

7.3 The provisions of clauses 7.1 and 7.2 will not apply to the extent that:

7.3.1 such information is in the receiving party's possession free from any restriction as to its use or disclosure; or

7.3.2 the receiving part can demonstrate that such information is in the public domain (other than as a result of an unauthorized disclosure); or

7.3.3 such information is required to be disclosed by law.

7.4 No information to which clause 7.3.3 applies shall be disclosed to a third party unless and until the receiving party has (unless prevented from doing so by law):

7.4.1 given the disclosing party, where practicable, five (5) U.S. business days, written notice of such proposed disclosure;

7.4.2 consulted with the disclosing party; and

7.4.3 agreed with the disclosing party the content of the disclosure

provided that it shall not limit the disclosure in a manner which would prevent the receiving party from complying with a statutory or regulatory obligation or court order.

7.5 For the purpose of this clause 7, "receiving party" means the party receiving the confidential information. and "disclosing party" means the party to who confidential information is disclosed.

8 WARRANTY AND SUPPORT

8.1 We hereby warrant that:

8.1.1 we own the Intellectual Property Rights in the Software and/or have the right to grant a License to you;

8.1.2 in creating the Licensed Software, we have not knowingly infringed the intellectual property rights of third parties; and

8.1.3 the Licensed Software shall operate substantially in accordance with its description. However, you acknowledge that the Licensed Software and related materials is of such a complexity that there will be inherent defects and that therefore we can give no warranty that the Licensed Software is free from error or defect or that operation of the Licensed Software shall be uninterrupted.

8.2 Other than as provided for in clause 8.1 above, we do not offer any warranty related to the Licensed Software and/or the Support Package, either express or implied, including but not limited to implied warranties of fitness for purpose or satisfactory quality. The Licensed Software has been developed as a standard product for use by a wide variety of users and so we are unable to warrant that the Licensed Software will meet any particular user needs. You shall take full responsibility for ensuring that the Licensed Software is suitable for your intended purposes and to facilitate your checks of such suitability, we offer a free Evaluation Period.

8.3 In relation to the Free Edition Software, Preview Software and Freeware, you hereby agree that the Licensed Software is provided "AS IS" with no representation, guarantee or warranty of any kind as to its functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.

8.4 Support. In relation to and without prejudice to the generality of clause 8.2 above, we provide support to users via our web site and user forums. You may also purchase a Support Package with certain of the Licensed Software, and when purchased, provision of the Support Package shall be subject to the terms of this Agreement. You accept that, although we will use reasonable endeavors to solve problems identified by purchasers of the Support Package, the nature of software is such that no

guarantee can be provided that any particular problem will be solved. We shall have the right to withdraw services under the Support Package, without notice, if you are in default under any terms of this Agreement.

9 LIMITATION AND EXCLUSION OF LIABILITY

9.1 We do not exclude our liability (if any) to you:

9.1.1 for personal injury or death resulting from our negligence;

9.1.2 for fraud; or

9.1.3 for any other matter for which liability cannot be excluded by law.

9.2 Subject to clause 9.1, we shall not be liable to you for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise):

9.2.1 any loss of profits, business, contracts, anticipated savings, goodwill, or revenue; or

9.2.2 any loss, or corruption, of software or data; or

9.2.3 any loss of use of hardware, software or data; or

9.2.4 any indirect, special or consequential loss or damage whatsoever,

even if we have been advised in advance of the possibility of such loss or damage.

9.3 Subject to clauses 9.1 and 9.2, our aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) shall be limited in all cases to the price paid for the Licensed Software for the currently licensed term.

9.4 You acknowledge that the provisions of clauses 8, 9 and 13.1 are reasonable and reflected in the price which would be higher without those provisions, and you will accept such risk. In the event that any of the limitations or exemptions in this Agreement shall be found to be void, clauses 8, 9 and 13.1 shall be construed in accordance with clause 16.

10 TERM AND TERMINATION

10.1 The License shall commence upon your acceptance of its terms and shall continue until the end of the licensed term unless terminated in accordance with clause 10.3 or 10.4, or otherwise in accordance with this Agreement.

10.2 Any Support Package you purchase will be provided for the Term, unless terminated in accordance with clause 10.3 or 10.4, or otherwise in accordance with this Agreement.

10.3 We may terminate the License and/or Support Package immediately and without notice if:

10.3.1 we reasonably suspect that you are using the Licensed Software for any purpose which contravenes the laws of the United States of America or of the State of New York; or

10.3.2 you materially fail to comply with any provision of this Agreement.

10.4 The License will terminate automatically if you uninstall the Licensed Software, or uninstall and destroy or voluntarily return the Licensed Software to us.

10.5 Where the License is terminated in accordance with clause 10.3 or 10.4, then the Agreement shall terminate in its entirety.

10.6 Upon termination of this Agreement, you must uninstall the Licensed Software and destroy all copies of the Licensed Software including all components of it in your power, possession or control.

10.7 The termination of this Agreement howsoever arising shall not affect the rights, duties and liabilities of either party accrued prior to termination. Following termination, no obligations or liabilities remain with us.

10.8 On termination of this Agreement, and except as under clause 10.5 above, the provisions of clause 1 (Definitions), 2 (Interpretation), 4 (Ownership of Intellectual Property Rights), clause 7 (Confidentiality), clauses 8.2 and 8.3 (Warranty), clause 9 (Limitation and Exclusion of Liability), clause 10 (Term and Termination), clause 11 (Audit), clause 13 (Third Party Claims), clauses 14 to 21 will remain in effect.

11 AUDIT

11.1 You agree that we shall have the right (where we reasonably suspect that the terms of clauses 5 and 6 have not been complied with or that you are otherwise in breach of this Agreement) upon reasonable notice to have an independent third party auditor enter your premises to audit any OSE system or electronic media onto which the Licensed Software or any adaptation, modification or copy of the Licensed Software has been installed in order to verify compliance with this Agreement. Prior to exercising such right to audit we and/or the third party auditor shall if required by you enter into an appropriate and reasonable confidentiality agreement. We will pay the costs of any such examination or audit unless such audit shows that additional fees are payable by you or that you are otherwise in breach of this Agreement, in which case you shall pay the costs of the examination or audit.

11.2 Where we reasonably conclude that additional License Fees are due from you under this Agreement, we shall make a request in writing. You shall pay such additional License Fees within thirty (30) days of the date of the request. Nonpayment of such fees shall, without prejudice to any other rights that we might have, give us the right to terminate this Agreement with immediate effect.

11.3 Where we reasonably conclude that you are otherwise in breach of this Agreement, we shall at our sole choice provide you with written notice of such breach and either (i) provide details of any remedial action required by you; or (ii) terminate this Agreement.

11.4 We shall also have the right to audit through independent certified public accountants all records and accounts of yours which contain information bearing upon the amount of Licensed Products licensed, sold or distributed by you. We shall ensure that such independent accountants are bound by confidentiality undertakings at least as onerous as those set out in clause 7. To the extent an examination and audit reveals more than 10 copies of Licensed Products incorporating Licensed Materials having been made, distributed, sold or licensed without the applicable License fees having been paid, an appropriate payment shall be made promptly to us by you to reflect an amount of royalties agreed by the

parties in relation to such Licensed Products, otherwise we may terminate this Agreement in accordance with clause 10.2.

12 DATA COLLECTION

12.1 We are continually seeking to develop new products, enhance existing products and provide a better sales service to our customers. To facilitate this process it is helpful to us to collect information related to your use of the products. We recognize that our collection of such information needs to be subject to your permission and under your control and that you need to be clear that we keep your personal and business data in confidence. The remainder of this clause details how we handle these issues.

12.2 General. We wish to collect, maintain, process and use analytics data related to your use of the Licensed Software and visits to our websites. To do this, we will use website cookies and in-product cookies.

12.2.1 The website cookies run on our websites at all times and allow us to track your engagement with our websites, articles, newsletters etc. and link this to the personal information (name, phone number and email address) you provide to us as part of the evaluation or installation process for the Licensed Software. The cookies will be activated on download of the Licensed Software, but can retrospectively identify your past visits to any of our websites.

12.2.2 The in-product cookies are by default enabled but may be disabled by you at any time. These allow us to gather data related to your use of the Licensed Software.

12.3 Preview Software. From time to time we provide free Licensed Software to existing and prospective licensees described as “early access”, “beta”, “preview” or “development build”. In return for us providing such software to you for a limited period on a free basis, you hereby accept that we may collect and use information as in 12.2 above. Such Licensed Software shall be provided in accordance with the rights and obligations set out in this Agreement and, in particular, clause 5.9 shall apply.

12.4 Evaluation Software. While you are evaluating the Licensed Software in accordance with an Evaluation Period (clause 3) we wish to collect and use information as in 12.2 above. The Licensed Software as delivered to you will have in-product cookies for such data collection which will be enabled by default, but you will be able to disable these at any time.

12.5 Paid for License. When you have purchased a full License of the Licensed Software, either following an Evaluation Period or otherwise, then we also wish to collect and use information as in 12.2 above. You will be able to disable the data collection functionality at any time.

12.6 Installation Data. The installers for our Software are electronically tagged with anonymous data to support unique identification of downloads. We describe this as “fingerprinting”. Fingerprinting information is used to analyze and improve our download, installation and licensing mechanisms. The installer does not capture any additional personal or identifying data about either users or installation machines. During use of the Licensed Software you hereby accept that we may store this fingerprinting information on your machine and that upon activation and check for updates this fingerprint may be used to correlate existing user information held by us to the software being activated or updated.

12.7 Privacy. At all times your information will be treated in accordance with our Privacy Policy which can be viewed at: <https://www.mercurydata.co/privacy-policy/>.

THIRD PARTY CLAIMS

13.1 Except as in clause 13.2 below, if a third party claims that the Licensed Software, as a result of your use of the Licensed Software, causes loss or damage whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, then, without prejudice to our overall liability to such third party, you shall indemnify us from any such loss or damage.

13.2 If any claim is brought against you alleging that your use of the intellectual property associated with the Licensed Software infringes the rights of any third party, you shall promptly notify us and supply full details of the claim. The two of us shall consult together on an appropriate course of action and shall seek to minimize the effect of any claim on the respective businesses. We shall have the right, but not the obligation, to take control of all negotiations and litigation arising out of the claim. We will pay any damages and costs awarded against you in connection with any claim subject to a maximum of the aggregate sum of License Fees paid to us by you under this Agreement. We shall have the right, at our sole choice, either: (i) to negotiate terms for continued use by you of the claimed infringing software; or (ii) amend the Licensed Software to make it non-infringing; or (iii) terminate this Agreement with immediate effect and in such event, we shall refund to you all License Fees paid.

GOVERNING LAW AND SETTLEMENT OF DISPUTES

14.1 This Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance, validity or termination) will be governed by and construed in accordance with the laws of the State of New York.

14.2 The courts of the State of New York shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

14.3 Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of clauses 4, 5 and/or 7 by you. Accordingly, we shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.

COMPLIANCE WITH APPLICABLE LAW

You acknowledge and agree that notwithstanding the fact that this Agreement is governed by the laws of the United States of America and the State of New York you may be subject to additional laws in other jurisdictions with respect to your use of the Licensed Software in such jurisdictions. You agree to comply with the laws of any such jurisdiction that apply to the Licensed Software including without limitation any applicable export laws or regulations.

SEVERABILITY

If any provision or part of any provision in this Agreement shall be found by any court, body or authority of competent jurisdiction to be illegal, invalid or unenforceable for any reason then the parties shall meet promptly to discuss in good faith and agree an alternative provision or part provision that provides as closely as possible, the same commercial effect as the original. If this happens then the remaining provisions or part provisions are unaffected.

NO WAIVER

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

18 NO THIRD PARTY RIGHTS

We and you do not intend that any of this Agreement will be enforceable by third parties or by any person not a party to it. All rights of Third Parties are hereby excluded.

19 ENTIRE AGREEMENT

This Agreement contains all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations (save for any fraudulent misrepresentation, fraud or concealment) or understandings between the parties in relation to such subject matter.

20 REVISIONS TO TERMS

We reserve the right to revise the terms of this Agreement by updating this Agreement on our website, or by notifying you by post or by email. You are advised to check the website periodically for notices concerning such revisions. Your continued use of the Licensed Software shall be deemed to constitute acceptance of any revised terms.

21 NO ASSIGNMENT

21.1 The License is personal to you. You may not assign the benefit or delegate the burden of this Agreement or hold this Agreement on trust for any other person, provided that:

21.1.1 You shall, in relation to Per OSE Licensed Software, be entitled to assign or transfer the benefit of this Agreement once to another single OSE owned, leased and/or controlled by you or your employer or organization for whom you have installed the Licensed Software for internal use. Any second or subsequent assignment or transfer of the benefit of this Agreement of Per OSE Licensed Software shall require our prior written consent, not to be unreasonably withheld; and

21.1.2 where the Licensed Software is Per OSE Licensed Software which includes a Client Component, you may use and install such Client Component on more than one OSE.

22 CONSUMER REGULATIONS

22.1 This clause applies to Consumers only.

22.2 You shall have the right to cancel this Agreement 14 days from the date you agree to be obliged to pay for the Licensed Software and/or Support Package under this Agreement.

22.3 Should you wish to cancel this Agreement under clause 22.2, you must notify us of your decision to cancel by either:

22.3.1 returning a completed Model Cancellation Form to us; a copy of which is available here: <https://www.mercurydata.co/pricing/cancellationform/> or

22.3.2 sending us an email clearly confirming your decision to the relevant email address on the “Contact Us” page of our website.

22.4 If you have any complaints about this Agreement, including complaints about the Licensed Software and/or Support Package, please raise these with HSalim & Co. Inc. using the relevant contact details on the “Contact Us” page of our website.

SCHEDULE 1

SUPPORT PACKAGE

We provide support and upgrade services for specific Licensed Software products. An outline of the Support Package is given below and further details may be available from our website. Subject to payment of the relevant fee for the Support Package, the following shall apply:

- 1 The Support Package is purchased on an annual, non-refundable, basis in advance except for Software provided on a subscription basis where the fees for the Support Package are included in the relevant subscription fee.
- 2 We shall supply upgrades to the Licensed Software as they are released.
- 3 We shall respond to email support requests from you within a reasonable period, normally one business day. Where we consider it necessary to facilitate efficient communication, we may contact you by telephone or otherwise.
- 4 We shall use reasonable endeavors to solve problems identified by you. Given the nature of software, it is not possible for us to warrant that we will be able to solve any particular problem in a given timescale, or at all. However, we undertake to keep you updated on progress and, where practical, provide an interim fix and/or workaround so that you can continue effective use of the Licensed Software.
- 5 You accept that, where a particular identified problem requires an update to the Licensed Software, the scheduling of any new releases and the functionality those releases contain shall be under our sole control.

SCHEDULE 2

HANDLING OF TAXES

For the purposes of this Schedule, “Withholding Tax” means any tax deducted at source for payments (typically interest, dividend or royalties) to a foreign corporation, as determined by the payer’s domestic tax legislation.

Payment of License Fees shall not be reduced on account of any taxes unless required by any applicable laws. We shall be responsible for paying any and all taxes (other than Withholding Taxes required by any applicable law to be paid by you) levied on account of, or measured in whole or in part by reference to,

any payments we receive. You shall deduct or withhold from payment of the License Fees any taxes that you are required by applicable law to deduct or withhold. Notwithstanding the foregoing, if we are entitled under any applicable tax treaty or convention to a reduction of rate of, or the elimination of, applicable Withholding Tax, we may deliver to you or the appropriate governmental authority (with your assistance to the extent that this is reasonably required) the prescribed forms necessary to reduce the applicable rate of withholding or to relieve you of your obligation to withhold tax. You shall render all reasonable assistance to us for this purpose as is requested by us (such assistance to include the signing by you or any of your officers of any required forms or other document so required). You shall apply the reduced rate of withholding, or dispense with withholding, as the case may be, provided that you have received evidence, in a form satisfactory to you, of our delivery of all applicable forms (and, if necessary, the receipt of appropriate governmental authorization) at least 7 (seven) days prior to the time that the payments to us are due. If, in accordance with the foregoing, you withhold any amount from a payment to us ("Withholding"), you shall (subject to the provisions of this clause) pay to us the payment net of the Withholding when due, and shall account to the proper tax authority for the Withholding. You shall send to us proof of such Withholding and that such Withholding has been accounted to the proper tax authority (through a self-declaration issued by you) within 30 (thirty) days following payment of the Withholding to the tax authority and shall, if requested by us, provide to us a copy of any return made to a tax authority of the Withholding within 10 days of request (or, if later, within 10 days of such return being made to the relevant tax authority). We shall have the right, if permissible under applicable laws, to require you to delay payment of License Fees in order to enable us to benefit from any applicable double taxation or other taxation treaties or conventions. You shall indemnify, keep indemnified and hold harmless, us against all losses incurred or suffered by us arising out of your failure to duly and timely pay any tax to the applicable tax Authorities or other authorities within the relevant period in accordance with this clause.