"END USER LICENSE AGREEMENT FOR PLASTIC SCM SOFTWARE"

IMPORTANT-READ CAREFULLY: This End User Licence Agreement ("EULA") is a legal agreement between YOU as Licensee and CODICE SOFTWARE, SL for the use of SOFTWARE PRODUCTS, as defined below. By installing, copying, or otherwise using the SOFTWARE PRODUCTS, YOU agree to be bound by the terms and conditions contained in this EULA. If YOU do not agree to all terms and conditions contained in this EULA, you may not install or use the SOFTWARE PRODUCTS. Also, if you do not agree to all of these terms and conditions, then you must promptly return the SOFTWARE to the place of business from which you obtained it in accordance with any return policies of such place of business. Return policies may vary between or among resellers, and you must comply with your particular reseller's return policies as agreed at the point of purchase.

DEFINITIONS

In this End User Licence Agreement,

"EULA" shall mean this End User Licence Agreement

"Licenser" shall mean CODICE SOFTWARE, SL

"Licensee" shall mean YOU or the organisation (if any) on whose behalf YOU are taking the EULA.

"SOFTWARE PRODUCTS" or "SOFTWARE" or "PRODUCTS" shall mean PLASTIC SCM and any additional modules or add-ons delivered by Codice Software. The term "SOFTWARE" includes, to the extent provided by CODICE SOFTWARE, SL: 1) any revisions, updates and/or upgrades thereto; 2) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; 3) anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and 4) any associated media, documentation (including physical, electronic and on-line) and printed materials (the "Documentation").

"Trial edition of PLASTIC SCM" shall mean the edition of the SOFTWARE PRODUCTS, which is available free of charge for evaluation purposes for a period of 30 days.

"RELEASE" refers to any version of the SOFTWARE or any other material which has been commercialised by CODICE during or after delivering a SOFTWARE, including any kind of software supplied with the aim of improving either functions or performance of the SOFTWARE, increasing its capacity or improving the SOFTWARE usage, with the aim of mending possible mistakes in the SOFTWARE logic, together with its documentation.

"DOCUMENTATION" refers to the User's Manual as well as any other material given by CODICE in order to be used with the SOFTWARE.

"LICENSE FILE" refers to an ASCII file containing a set of licence codified characters which allow the SOFTWARE to run with a specific configuration.

"DELIVERY DATE" refers to the date in which CODICE transfers or allows the transfer of the Licence File for the SOFTWARE to the Customer's site, either by email or by file transfer on the net.

"EFFECT DATE" refers to the date in which both parties sign this Agreement.

"LICENSE PRICE" refers to the total amount required to be paid for the SOFTWARE licence or the SOFTWARE specified on this agreement.

"TECHNICAL SUPPORT" refers to the Maintenance and Technical Support services given to the SOFTWARE described on Appendix B of this Agreement.

"TECHNICAL SUPPORT PRICE" refers to the yearly instalment applied on the concept of Technical Support in agreement with section 7 of this Agreement.

"BY USER" describes the Software License method, which restricts the SOFTWARE that the Licence applies to be used by a specified maximum number of users, whether its usage is multitasked.

"PLATFORM" refers to the combination of a particular kind of computer and a particular Operating System or its version.

"INITIAL TERM" is (1) one year from the Delivery Date.

"UPDATING TERM" refers to any term after the Initial Term, as defined on paragraph 10(A)

1. Purpose of the Agreement

The LICENSER grants the LICENSEE a non-exclusive, non-transferable, perpetual, subscription or trial licence to use the SOFTWARE PRODUCTS listed therein and under the terms thereof.

By virtue of accepting the terms and conditions established in this EULA the LICENSEE does not acquire any ownership of copyright or other intellectual property rights in any part of the SOFTWARE PRODUCTS. The LICENSEE is only entitled to use the SOFTWARE PRODUCTS in accordance with the terms and conditions set forth in this EULA.

By using the SOFTWARE PRODUCTS The LICENSEE agrees to accept the terms and conditions established in this EULA.

Upon payment of the licence fees, established in the commercial agreement, the LICENSEE will be sent details on where to download the registered edition of the SOFTWARE PRODUCTS and will be provided by email with the suitable permanent or temporary software "key" depending on the commercial agreement reached with THE LICENSEE'. Alternatively, if the SOFTWARE PRODUCTS have an online component or Cloud Service, access will be provided when the LICENSEE subscribe to the service upon accepting the commercial terms and conditions.

2. Items provided by Codice Software

   a) CODICE will provide the CUSTOMER with the SOFTWARE as described on Appendix A. The SOFTWARE format will be executable object code which can be downloaded by file electronic transfer. The Documentation will be delivered on executable text files on electronic format so it can be printed. The CUSTOMER can copy, print or reproduce the Documentation with no restrictions, as long as copyright and property notes are reproduced similar to the original. The SOFTWARE documentation will only be given under Licence for internal aims, not commercial ones.

   b) CODICE will give the CUSTOMER a copy of the SOFTWARE modules for each computer on which it will be executed.

   c) CODICE will provide the CUSTOMER with a Licence File which will enable the SOFTWARE to work. Alternatively, if the SOFTWARE PRODUCTS have an online component or Cloud Service, access will be provided when the LICENSEE subscribe to the service upon accepting the commercial terms and conditions.

   d) The CUSTOMER recognizes and accepts to have verified the SOFTWARE and that it applies to the usages he wants to give it. The CUSTOMER also recognizes not having been influenced by CODICE's evaluations while making his decision.

3. Evaluation Licence

The Trial edition of the PLASTIC SCM in all its versions is not free software, but a free-of-charge edition of the SOFTWARE PRODUCTS, which is available for testing purposes only. Consequently, the liabilities of the LICENSER shall be limited as indicated below. If the LICENSEE is using a Trial version or evaluation copy, then any granted Licence shall be limited as follows:

   a) On request, and at the LICENSER discretion, The LICENSEE will be provided without charge with a temporary key or a temporary access to the online version and will be licensed to use the SOFTWARE for a period of thirty (30) days (the "Evaluation Period") for evaluation purposes only;

b) Upon completion of the Evaluation Period, The LICENSEE shall either i) delete the SOFTWARE from the computer, where it has been installed, or The LICENSEE may ii) contact the LICENSER or one of its authorized dealers to purchase a license of the SOFTWARE, which is subject to the terms and limitations contained herein.

Unregistered use of the SOFTWARE PRODUCTS after the Evaluation Period is in violation of Spain, European Union, and international conventions on copyright law.

The LICENSER may extend the evaluation period on request and at their only discretion.

4. Licence Rights

a) Regarding the Licence's single payment or subscription fee to be realized by the CUSTOMER, CODICE allows the CUSTOMER a non-exclusive SOFTWARE licence, to be used by his workers with the aim of installing and using the SOFTWARE for his own commercial and internal matters.

b) The guaranteed licence described on Paragraph 4(A) will expire 60 days after the Delivery Date if CODICE does not receive the amount to be paid for the licence. When the SOFTWARE is used through the online service, the service can be suspended when CODICE does not get paid at the end of the billing period establish in the commercial agreement. In the case that the licence expired due to lack of payment, the SOFTWARE will no longer work. This is due to design and it is not a SOFTWARE defect. In this case, CODICE will re-establish the SOFTWARE functionalities on the first working day after CODICE has received the amount to cover the licence.

c) The CUSTOMER will be able to make additional copies of the SOFTWARE as long as those are necessary for their usage. The CUSTOMER can also copy the SOFTWARE in order to save security copies. He should also reproduce and include the SOFTWARE copyright and ownership notes in any copy in the same way as they appear on the original copies given to the CUSTOMER.

d) The SOFTWARE is configured by CODICE. The SOFTWARE licence is given "By User. The CUSTOMER understands that the SOFTWARE imposes this restriction and that if the SOFTWARE does not work in agreement with the Documentation because the number of users is higher than the number specified on Appendix D it is not due to a SOFTWARE defect.

e) CODICE reserves the whole of the SOFTWARE rights which have not been specifically given by this Licence Agreement.

5. Validity of the Licence Grant

The grant of any licence hereunder shall only become effective from the moment the LICENSER issues an invoice for the total price of the Licence(s) and/or the Maintenance and Support Services, in the case of perpetual licenses agreement and when the LICENSER issues an invoice for a license subscription valid for one year, that can be renewed every year, while the product is available, as contracted by the LICENSEE under the Purchase Order.

6. Changes to the usage specifications and/or the product.

a) The LICENSEE may use the Products under the specifications and for the duration stipulated in the Purchase Order solely and exclusively within the territory / market segment stated therein. Any changes or alterations to the specifications stipulated in the Purchase Order without the express consent from the LICENSEE are strictly prohibited.

b) The Products shall only be used by a maximum number of users limited by the licenses purchased or subscribed through the Purchase Order(s) to LICENSER. The LICENSEE may replace a user by a new user, and the former must be declared inactive to the system, so he will not be able to operate while is inactive.

c) The Server side of the Product can be installed in many servers, but the total number of users using these servers must not exceed the total number of licenses purchased or subscribed to LICENSER

d) The LICENSEE may not customise, modify, decompile, disassemble or perform reverse engineering on the Products included herein or on any part thereof, not even for maintenance or improvement purposes. Likewise, he may not remove any component parts of the Products in order to use them in more than one CPU. Any customisations or modifications of the Product by the LICENSEE or by a third party shall relieve the LICENSER from any obligation derived from said actions, and they shall constitute sufficient cause to terminate this agreement. All of the above does not affect any other legal actions to which the LICENSER may be entitled in order to protect his rights and interests.

7. Products' Ownership

a) Any rights on the Products, partial or full copies thereof, as well as any related documents provided by the LICENSER, are and shall always be the exclusive property of the LICENSER.

b) The LICENSEE agrees not to sell, resale, lease, sublease or reproduce, copy, or transfer in any way, whether totally or partially, the Products herein.

c) The LICENSER shall remain the sole proprietor of the ownership, royalties and all copyrights and patent rights on the Products. The SOFTWARE PRODUCTS are protected by copyrights as well as by the applicable International Copyright Laws and Treaties.

d) No right whatsoever concerning the usage, modification, licence or any other type of exploitation of any of the brands, trade names, logos, websites, domain names, or any other Patent Rights which may be the property of the LICENSER, are hereby granted.

e) Specifically, The LICENSEE is not licensed nor authorized to develop the SOFTWARE PRODUCTS or to create new versions of the same. Updates and upgrades to the SOFTWARE may be provided by the LICENSER from time-to-time upon the terms and conditions offered at each time. The LICENSER may provide updates and upgrades to the SOFTWARE for free or for any charge and through its chosen manner of access and distribution, all in the LICENSER's sole discretion.

8. Maintenance and Support Services.

Should the LICENSEE have contracted Maintenance and Support Service (also referred to as the "Service") for the SOFTWARE PRODUCTS in its Purchase Order, the terms and conditions stipulated in this section shall be applicable:

8.1. General Conditions for the Provision of Maintenance and Support Services.

• The Maintenance and Support Service shall be contracted and provided in one-year terms, counting from the day of invoice of the total price for the first annual payment (hereafter the "Annual Payment"), including taxes, as agreed in the Service Purchase Order (hereafter the "Service Validity Period").

• Should the price for the provision of the Service be modified from one annual payment to the next, the LICENSER shall notify the LICENSEE in writing, and two months prior to the date, when the corresponding annual payment is due, of the total price for the next Service annual payment.

• Once each Annual Payment is due, it will be understood that the Service is renewed for another year, on the terms and conditions described above, unless any of the two parties has notified the other in writing, a month prior to the date, when the next corresponding annual payment is due, of its intention not to renew the Service for the following year (the "No-Renewal Notification").

• Within the first month after the date of the last Service Annual Payment, and unless a No-Renewal Notification has been served, the LICENSER shall issue an invoice to the LICENSEE for the corresponding amount for the provision of the Service for the following year.

• Those LICENSEES who have not contracted the Service for any Annual Payment(s) and who wish to obtain the latest update of the Products shall have to pay the LICENSER an amount equivalent to the total price of the Annual Payments, which have not been contracted, counting from the date, when their last Service contract expired to the Annual Payment for the requested update inclusive.

- The Service shall be understood as referring to the latest version of the product launched by the LICENSER, to its immediately previous version, and in any case to those versions created during the term of the corresponding current Service Annual Payment.

- Should any module be added to the basic Licences package at a later stage, the amount invoiced for the relevant Service will be calculated based on the number of days remaining until the date, when the next Annual payment is due. Likewise, said Service shall remain valid until that date. From then on, the basic package Service shall be added to that of the new module for the purposes of subsequent annual renewals.

8.2.   The products maintenance and support services shall include the following:

- PLASTIC SCM Customer Services: E-mail support with our commitment to reply within 48 hours, except in those cases where queries are placed during public holidays or when the Customer Services Centre is closed. Queries shall be sent by E-mail to the following email address:

   support@codicesoftware.com

   Customer services shall only be provided in two languages, English and Spanish; both parties agree to and declare themselves to be satisfied by this arrangement.

   When Licensee is using first level support from an authorized LICENSER Partner, all requests and inquiries will be sent that company only.

   Those using Customer Services shall provide the following information when making queries:

   - Full information of the contact person (name and surname, department, E-mail and telephone number).
   - Licence or maintenance contract code.
   - A clear and specific description of the problem or query.

   Customer Services shall only assist with queries regarding the installation, configuration, faults, or problems concerning the PLASTIC SCM product.

   The services provided by the LICENSER or the authorized LICENSER Partner through courses and consultancy are explicitly excluded from the Service.

   Customer Services shall not assist either in the installation or usage of products such as those included in the list below:

   - Operating System
   - Any other product or tool, which may be integrated within the PLASTIC SCM Software.
   - RDMS Relational Databases Managing Systems.
   - Microsoft Office

- There shall be a General Questions or FAQ's (Frequently Asked Questions) section available to the LICENSEE in the website www.plasticscm.net

- Replacement of damaged digital or magnetic Products at no extra cost. In this case, the LICENSEE shall send the Product(s) to the LICENSER before it is replaced.

- The LICENSEE shall be provided, at no extra cost, with the necessary code modifications to correct the main Product faults so that said Products work according to the relevant operating specifications for their most recent version. At a later stage, he will be provided with code modifications to solve less important problems in the next version of the Product.

- The necessary Product updates for it to be executed on new versions of operating systems or other software systems required to operate with the designed Products shall be provided as long as it is technically and financially viable at the LICENSER discretion, and in good faith.

8.3.   The service will not include:

- The correction of mistakes that may be attributed to a manipulation of the programme by personnel not authorised by the LICENSER, or the necessary tasks to re-establish the previous situation derived from incorrect operations by the client, causing losses, destruction and/or disruption of Programmes and/or data.

- The programme adaptation to the specific circumstances of each LICENSEE.

- The correction of anomalies exclusively attributed to the hardware used, the shortcomings in the work environment conditions, together with cuts-off or problems in the electricity supply and which, therefore, have no relation with the Programme.

- The repair of the damages caused by computer viruses or faults in other Programmes not related to this contract.

- Travel expenses accumulated by the maintenance service.

9. Personal data processing and protection.

The LICENSER will use reasonable organizational, technical and administrative measures designed to protect the confidentiality of the personal data submitted by the LICENSEE, as well as any measures necessary for their processing according to the observance of the applicable regulations in force on the protection of data.

The personal data that the LICENSEE provides to the LICENSER will be processed by CODICE SOFTWARE, SL, VAT or NIF ES B-47562574, located in Valladolid – Spain, Parque Tecnológico de Boecillo, Edificio Centro 3, Phone +34 983 548252 to use them for the maintenance of the business relationship between the LICENSER and the LICENSEE, to inform the latter of future products that affect the development of the LICENSER and for other purposes as described in our Privacy Policy available at https://unity3d.com/legal/privacy-policy.

Personal information collected in transactions with the LICENSER may also be stored and processed in the United States or any other country in where we have facilities or in which we engage vendors. By using the services, you understand that your information may be transferred to countries outside of your country of residence, which may have data protection rules that are different from those of your country, as described in our Privacy Policy.

To know more about our privacy practices, visit https://unity3d.com/legal/privacy-policy.

10. Guarantee

10.1. The LICENSER guarantees, for a period of ninety (90) days, or where appropriate for the minimum legal period established by the imperative regulations applicable in each case, that each Product shall perform substantially in accordance with its User Manual, as long as it is used in accordance with the technical and operational specifications of said User Manual.

10.2.   The SOFTWARE is delivered on an "AS IS" basis. LICENSER does not guarantee that the Product will operate without interruption or that it will meet the LICENSEE's expectations or commercial necessities. If the Product contains errors, the LICENSER will act in accordance with the provisions of the legislation applicable at each moment.

10.3.   The previous guarantee will not be applicable in the following cases:

- When the product/s has/have not been used according to the instructions specified in the User Manual.

- When the initial configuration, requirements or specifications that appear in the User Manual have been modified.

- When the LICENSEE's equipment or main accessories do not work properly due to causes that cannot be attributed to the LICENSER.

- When the software installed in the equipment in which the SOFTWARE PRODUCTS are to be used is not original or has operational dysfunctions, or is incompatible with the SOFTWARE PRODUCTS.

- When the SOFTWARE PRODUCTS have been damaged, whatever the cause, by the LICENSEE's software or hardware.

10.4 The LICENSER expressly states, and the LICENSEE accepts, that he/she will not assume any responsibility or obligation other that those specifically described in this Contract, those that may apply according to the legislation that is of imperative application, or those that may have been agreed upon expressly and individually with each LICENSEE.

11.   Limitation of liability.

11.1.   Both parties agree and state that in no case the LICENSER nor any of the members of his/her business group, agents, employees or independent personnel will be held, nor be expected to be held, liable before the LICENSEE for:

- Loss of benefits, income or clients, loss or waste of the organisation time of other employees (whether directly or indirectly);

- Loss or destruction of data (whether directly or indirectly);

- Any indirect, special, incidental or general loss or damage, no matter how it is caused, even if the provider has been informed of the loss or damage risk and even if the LICENSER or the LICENSEE has been informed of the possibility of such loss or damage, whether it is due to negligence, a minor fault, breach of contract or anything else.

- The LICENSER will not be held liable for any defect, anomaly or error in the PLASTIC SCM product operation.

Specifically, LICENSER shall not be deemed as liable in cases of direct or indirect, incidental or consequential damages when the Trial Edition of PLASTIC SCM is downloaded through the Internet for trial purposes. In this case, LICENSEE or subscriber of the Trial Edition of Plastic SCM downloads the SOFTWARE PRODUCTS at his/her own risk and only for trial purposes.

11.2.   The terms of this Contract include the totality of the obligations and responsibilities of the LICENSER regarding the licensed Product, the documents related thereof, and the Service provided. Therefore, the terms stated in this contract replace any other guarantee, condition, term, agreement and obligation, either express or implicit, imposed by law, by consensus, by habit, commercial custom or in any other way and, especially, the guarantees of quality and adaptation to a specific purpose, of diligence and/or reasonable ability, all of which are expressly excluded insofar as it is permitted by the applicable imperative law.

11.3.   Subject to what is stated previously, both parties expressly agree to establish the maximum liability limit of the LICENSER derived from this contract or in relation therewith, for any concepts, whether it is contractual or non-contractual fault, negligence or punitive compensations or of any other nature, at an

amount equal to the sum received by the LICENSER from the LICENSEE derived from the purchase of the corresponding Licence/s object of the complaint.

12.   Conflict resolution.

12.1.   The present contract and the rights and obligations deriving therefrom will be governed by the provisions of the Spanish Laws in force at the acceptance of the present document.

12.2.   Any dispute, conflict and/or discrepancy that may arise or related in some way to the present Contract will be exclusively resolved by the Jurisdiction of the court in Valladolid, Spain for any kind of arbitration or dispute regarding this Agreement. Both parties expressly renounce to their own Jurisdiction.

The LICENSER and the LICENSEE expressly accept this clause and agree to submit to the court and to comply entirely with the provisions of the decision putting an end to the conflict.

13.   Language

The parties hereto confirm that it is their wish that these Conditions as well as other documents relating hereto have been and shall be drawn up in English only. This English version shall be valid and enforceable between the parties and both of them understand entirely any and all of its clauses.

14.   Miscellaneous.

14.1.   Likewise, both parties agree that, in case any clause and/or mention of this agreement was declared null or annullable by a competent person or entity to do so in accordance with the applicable legislation in force at each moment, and as long as these clauses are not of an essential nature for the present agreement, the rest of the clauses and provisions of the present agreement will remain in force and will be applicable in the terms established in this agreement.

14.2.   This EULA (including any addendum or amendment to this EULA included with the SOFTWARE) is the final, complete and exclusive statement of the entire agreement between the LICENSEE and the LICENSER relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained in this EULA, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other nonoral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, "clicking-through" a questionnaire, etc.)
Employees, agents and other representatives of the LICENSER are not permitted to orally modify this EULA. Appendixes A, B and C of this document will be incorporated and considered as part of the Agreement.

15.   Termination

15.1. Notwithstanding Clause 1 above, the LICENSER may terminate this EULA if The LICENSEE fail to comply with the terms and conditions established hereunder. Upon termination, the LICENSEE or the LICENSEE representative shall destroy all copies of the SOFTWARE PRODUCTS and all of its component parts or otherwise return or dispose of such material in the manner directed by the LICENSER.

15.2. The LICENSEE agrees to indemnify, hold harmless, and defend the LICENSER and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your breach of any of the terms and conditions of this EULA.

16.   Use of Customer Name

Customer agrees that the LICENSER and his authorized Partners may use Customer's name and logo in advertisements, other promotional material and the LICENSER'S website.

17.   Third Party Licenses

Third Parties terms and conditions can be found at the following sites:

A) Collabnet Subversion   http://www.collab.net/

                                                http://subversion.tigris.org/license-1.html

B) Apache APR License   http://www.apache.org/licenses/

C) CMU LIBSASL   http://asg.web.cmu.edu/sasl/

D) OPEN SSL   http://www.openssl.org/source/license.html

E) NEON (Free Software Foundation) http://www.fsf.org/licensing/

18.   Retroactive Effect

CUSTOMER acknowledges and accepts all provisions of the EULA with retroactive effect, from the moment it became LICENSEE of the Plastic SCM Software.

END OF TERM AND CONDITIONS - Copyright CODICE SOFTWARE SL – 2020

Appendix A: SOFTWARE Description

The SOFTWARE to be delivered as stated under this Agreement, CODICE-PLASTIC SCM, is a software configuration management system which provides repository, versioning, change control, shared access, integration, communication, auditing, and information services for groups of engineers, technicians and managers developing, maintaining and releasing production software.

The SOFTWARE functions as describes on CODICE´s User's Guide.

CODICE keeps a published list of the Platforms on which the SOFTWARE is supported.

PlasticSCM is a client/server system which operates on heterogeneous platforms. The SOFTWARE is formed of a main server, plasticd, an instance which runs on a server machine and manages access to the main repository; and it is also formed of a main client SOFTWARE, cm, instances of which are invoked locally on each client machine which holds a workspace. The SOFTWARE also includes the rest of the modules for which there is a link to the User's Guide as well as the documentation which can be access from CODICE´s website (http://www.plasticscm.com/infocenter.aspx).

Other utility, administration and demonstration programmes can be included.

Usually, each user will have its own exclusive client installation, which has copies of the repository files with specified revisions. The server is formed of a request administrator, a data manager and a revisions repository. The data manager executes database services and keeps a set of control data which describes the status and history of revisions from the repository files, as well as any transaction carried out on it. The request administrator sequences the actions and controls all the communication with the client.

CODICE provides a transactional change mode based on atomic submissions of multiple files as one transactional change. CODICE provides a mechanism to selectively keep synchronization on client work areas with the server, so the client's installations can be reliably updated.

CODICE supports parallel development and informs, from the repository, of the client's status, history of the file changes and work in progress.

Appendix B: Support Terms and Conditions

1. Services Provided

Considering the Technical Support price paid by the CUSTOMER and the Customer's agreement of complying with the responsibilities established below, CODICE will give the CUSTOMER the following Technical Assistance and Maintenance services

Technical Assistance

a) CODICE will help the CUSTOMER to identify any errors and malfunctioning produced when the CUSTOMER uses the SOFTWARE.

b) CODICE will provide the CUSTOMER with support services in order to try to correct any error and malfunctioning identified. CODICE is not held responsible for any error or malfunctioning caused by any hardware or third parties using the system.

c) All Technical Assistance will be done between 9.00 and 18.00 GMT +1, from Monday to Friday, excluding Holidays.

d) CODICE will provide Technical Assistance via email.

e) CODICE acquires the following commitments in order to answer to the Customer's Technical Assistance requests:

    a. to accept/acknowledge the support request via email within one (1) business day from the request's receipt.

    b. to inform the CUSTOMER about the current situation of the problem and to insert a Work Report on CODICE´s tracking system when appropriate.

    c. to provide an answer within three (3) working days specifying CODICE´s analysis and assessment including options and the estimated time for resolving the matter.

d. CODICE will make a report on the software's amendment.

Maintenance

a) CODICE will provide the CUSTOMER with every new release of the SOFTWARE published during the Technical Support Agreement to be downloaded as established on Paragraph 3(A). All downloads must be done by the CUSTOMER. CODICE will do its best to provide with releases which include corrections and will help the CUSTOMER to use the SOFTWARE in order to avoid identified errors, defects or malfunctions.

b) The CUSTOMER will just receive the software which CODICE considers as part of the Program. For example: the CUSTOMER is entitled to any update an upgrade of the SOFTWARE, but if CODICE releases a new software with related but different functionalities with another product name, the CUSTOMER will not be entitled to the mentioned software as update for the SOFTWARE.

c) The CUSTOMER is entitled to download, with no additional cost, versions of the SOFTWARE for any additional Platform from CODICE that appears on the published list in CODICE´s list of products, as long as the aggregated configuration of users in all the servers does not exceed the Licence Configuration.

d) From time to time CODICE can choose to stop maintenance of certain Platforms. CODICE will do this in two steps: first the Platform will be designated "Obsolescent", which means that CODICE will make new releases for the mentioned Platform only after the Customer's explicit request; this should not be sooner than a year after being designated "Obsolescent", the Platform will be declared as "Interrupted", which means that CODICE will not make any new release for that Platform. Platforms designations "Obsolescent" and "Interrupted" will be published on CODICE´s website and the CUSTOMER will be responsible of checking on this website if there has been any change on a Platform's designation.

e) The designation of a Platform as "Obsolescent" or "Interrupted" will not affect CODICE´s obligation of providing Technical Assistance as established on Paragraphs from A to E on this section.

f) The CUSTOMER has the right to change the server IP addresses, port numbers or Platforms on the authorised configuration of the Licence with no additional cost after written notification given to CODICE.

2. Customer responsibilities

a) The CUSTOMER compromises to acquire, incorporate and keep updated the Program to the last release supplied by CODICE

b) The CUSTOMER will designate the appropriate number of person(s) as Technical Support contact(s), as agreed among the parties. The total number of contacts will not be more than two (2) contacts per one hundred (100) users. The CUSTOMER has the right to change the contacts any time giving written notice to CODICE.

c) In the case that the CUSTOMER does not comply with his obligations as established on the preceding two paragraphs, this would allow CODICE to deny providing Technical Support until the CUSTOMER complies with his obligations.