CONTENT

AGREEMENT FOR WEBSUPERVISOR SERVICES (AWS)

GENERAL

This **AWS** constitutes a legally binding agreement between **ComAp** and the **Customer** for **WebSuperVisor**.

This **AWS** governs the relationship between **You** and **ComAp** and expect as explicitly stated do not extend to any third parties.

The rights and obligations of the **Parties** are governed by this **AWS** even if the **Customer's** order states otherwise. **ComAp** is entitled to modify this **AWS** at any time. By using the **Services** the **Customer** is deemed to accept this **AWS** and affirms its understanding and agreement to the terms and conditions of this **AWS** including any modifications from time to time. Any modification of this **AWS** will be announced by **ComAp** at least 30 days before the proposed modification becomes effective, by notification posted on the **ComAp** website or any other means deemed suitable by **ComAp**. If **You** do not agree with the proposed modification of this **AWS**, you must notify **ComAp** in writing no later than the date on which the modification is due to become effective, in which case the original **AWS** will continue to operate as between **You** and **ComAp** and any fees paid to **ComAp** will not be refunded, unless the **Agreement** provides otherwise. If **You** agree with the modification of this **AWS,** or **You** do not notify **ComAp** in writing of your refusal of the modification within 30 days, **You** are deemed to have accepted and become bound by the **AWS** as modified..

Modifications of this **AWS** due to the addition of any new functions or changes to any binding legislation or any other binding rules are effective immediately and do not require consent or agreement from **You**.

The **Customer** is not entitled to propose any amendment or variation to this **AWS**.

Corrections to inaccuracies, calculations, identification of authorities, work positions, product names or other parts of this **AWS**, which do not impair the position of the **Customer** are not considered as modifications to this **AWS**.

This **AWS** forms a part of all **Agreements**.

The current and effective version of this **AWS** is available at [www.comap-control.com.](www.comap-control.com)

READ CAREFULLY

IF YOU DO NOT AGREE WITH THE PROPOSED TERMS OF THIS **AWS**, YOU SHOULD NOT USE **SERVICES** AND/OR INSTALL OR USE THE **SOFTWARE** AND/OR **DOCUMENTATION** PROVIDED TOGETHER WITH **SERVICES** AS **YOU** WILL NOT HAVE A LICENSE TO USE THEM.

INTRODUCTION

WebSuperVisor is an application designed to provide the specific services of monitoring or controlling ComAp's controllers via the internet (**WSV** or **WebSuperVisor**).

TERMS AND CONDITIONS (Terms)

The **Terms** of this **AWS** are valid from the date on which **You** complete and electronically confirm the filled **Registration form** or sign an **Agreement** in accordance with the provisions of these **Terms**.

1. DEFINITIONS

Agreement - means a bilateral legal relationship concluded between **ComAp** and the **Customer** which is expressed in writing (paper or electronic) in either or any combination of an **Order Confirmation**, a **Registration form** or a **Specific Agreement** and set of all related documentation of each of ComAp´s business cases connected to the provision of **Services** including this **AWS**;

ComAp – means **ComAp a.s.,** U Uranie 1612/14a, 170 00 Prague, its subsidiaries and sales affiliates belonging to the **ComAp Group**;

Customer or **You**– means any person (except for a natural person) or company to whom **ComAp** provides **Services** in according with this **AWS;**

Documentation - means any **Agreement**, manual and other written items in paper or electronic form in related to **Services**.

Intellectual Property Rights - means trademarks**,** geographical indications, industrial design, patents, layout-design (topographies) of integrated circuits, which means particularly registered designs, applications for any of these rights, copyright, design right, know-how, confidential information, trade and business names, database rights, underlying algorithms, guides and any other intellectual property rights and similar rights in any country;

Order Confirmation - means **ComAp**'s written acknowledgement and acceptance of the **Customer**'s order to purchase **Services.** The **Order Confirmation** may deviate from this **AWS**, only to the extent permitted by this **AWS**;

Party, Parties - means **ComAp** or the **Customer** or both, as the context requires;

Price - means the sums to be paid by the **Customer** to **ComAp** as set out in the **Agreement**;

Registration form - means the electronic document with the essential information about **You** and the Services to be provided to You;

Services - the WSV services provided to **You** by **ComAp** in accordance with this **AWS;**

SLA - Service Level Agreement; and

Specific Agreement - means every written agreement that includes provision(s) different to this **AWS,** other than **Order Confirmation**.

2. CONCLUSION OF AGREEMENT

In order to utilize the **Services, You** must create an account by completing the **Registration form** which can be accessed at https://www.websupervisor.net.

WebSuperVisor Lite, WebSuperVisor Pro

2.1. Registration form

If **You** do not have any requirements for any specific conditions, **You** must fill all essential requirements in **Registration form** and **You** agree with this **AWS**, **You** can confirm this **AWS** by pressing the relevant button via the Internet. In all other cases the remaining provisions of this Article will apply.

WebSuperVisor Pro, WebSuperVisor On-premise

2.2. Order requirements

Before sending an order to **ComAp**, **Parties** must agree to essential terms of the order, i.e. **Price**, payment method, identification of the services, quantity, provide services, contact details, billing address and for EU states VAT No. Any other requirements may be agreed by **Parties** in accordance with this **AWS**. If the provisions that vary from this **AWS** are subject of negotiations, these derogations may be reflected in the **Order Confirmation** or in the **Specific Agreement.** These **Terms** are a mandatory part of all **Agreement**.

2.3. Quote

After the essential terms of the order are outlined, **ComAp** will send a quote to the **Customer**. The quote is valid for 30 days from the date of issue unless otherwise stated or agreed. If the Customer sends a written order to ComAp within the

stated time-period the order may be accepted by **ComAp** if the **Customer** confirms the quote by sending the written order to **ComAp**. If the Customer's order contains and deviation(s) in essential terms , it shall be considered as a new order of the **Customer** and further action (acceptance or rejection) of **ComAp** is required.

2.4. Order

The **Customer** may send the order to **ComAp** without a previous quote provided by **ComAp** only in case, this process has been previously agreed by **ComAp** in writing and the **Customer** agrees that the provision of **Services** will be governed by this **AWS**. The Customer's order shall include all essential terms of the order.

2.5. Order Confirmation

ComAp will accept the Customer's order by sending an **Order Confirmation** to the **Customer** and will then initiate performance of the Services (generally by invoicing issue). If the **Customer** does not receive an **Order Confirmation**, then the order was rejected.

3. SERVICES

3.1. **ComAp** may provides **Services**, that consist of some variations of **WebSuperVisor** being WebSupervisor Lite, WebSupervisor Pro and WebSupervisor On Premises.

3.2. The **Price** will be determined individually or on the basis of the price list, at ComAp's discretion.

3.3. The terms of the **Services**, must be included in the **Agreement**.

3.4. **ComAp** will provide the **Customer** with the document WebSupervisor Global Guide which contains information and instructions about the functionality and operation of the **WebSuperVisor**.

3.5. The **Customer** acknowledges that installation and connection of **WebSuperVisor** to the software and hardware of the **Customer** are not considered as **Services** under the provisions of this **AWS**.

3.6. API interface for integration with other data systems or devices cannot be used without the payment of the appropriate item from the price list.

4. PRICE AND PAYMENT CONDITIONS

Price

4.1. The **Price** for **Services** is defined in the **Agreement.** If applicable, other costs may be added to the **Price**. Other costs include i) value added tax, ii) costs related to the provision of **Services**, iii) or other costs related to requirements imposed by relevant authorities.

4.2. Any costs incurred by the **Customer** not required, caused by or under the control of **ComAp**, shall be borne by the **Customer**.

4.3. Should any additional requirements arise after the final **Price** is agreed, these additional requirements and any corresponding adjustment to the **Price** be agreed by both **Parties** in writing.

4.4. Should any unforeseen Government taxes, duties or levies be applicable to the delivery of the **Services**, this cost will be borne by the **Customer**.

Payment Conditions

4.5. Unless the **Agreement** provides otherwise or unless pre-paid, the **Customer** shall pay to **ComAp** the total amount of each invoice (including electronic invoices issued in standard electronic form) based on the payment terms of 30 days from the issuance of the invoice or on such due date as may be stated in the invoice. Further details of invoicing may be specified by **ComAp** in the **Agreement**.

4.6. Payment details will be outlined in the **Agreement**. Any additional costs resulting from the payment type chosen by the **Customer** will be borne by the **Customer**.

4.7. **ComAp** accepts the following currencies: USD, EUR, CHF, GBP, AUD, SGD, CZK, and other convertible currencies upon consideration of **ComAp**. The specific currency will be stated in the **Register form** or in the **Agreement**.

4.8. **ComAp** reserves the right to use the following currency clause in the **Agreement**:

For the purposes of this exchange rate clause, the relative currency to the chosen currency in the **Agreement** is EURO. The date of the valid exchange rate is the date when the **Agreement** was concluded based on the central exchange rate valid in the state of the **Customer's** registered seat or office. If after the conclusion of the **Agreement** either currency changes, the **Customer** shall pay the **Price** ensuring that the currency in the **Agreement** is deemed to have retained the same exchange rate value to EURO as of the date of the conclusion of the **Agreement.**

4.9. € 40.00 is the minimum amount to be invoiced by **ComAp**, any **Services** with a **Price** less than € 40.00 will be rounded up to € 40.00 in the invoice.

4.10. The **Customer** may not retain or withhold any payment of **ComAp** invoices, for whatever reason.

4.11. The **Customer** may not set off any amounts due against **ComAp**.

4.12. Payment is considered complete if the **Price** is credited to the account nominated by **ComAp's** payment on the invoice for **Services**.

4.13. **ComAp** does not accept advance payments, unless otherwise stated in the **Agreement**.

4.14. If any payment from the **Customer** becomes overdue or if there is any doubt that the payment would not be paid on time, **ComAp** has the right to suspend the provision of **Services** or downgrade the **Services** to the level of WebSuperVisor Lite until that payment has been received or the doubt has ceases to exist.

Liquidated damages

4.15. If the **Customer** is in default of payment, the **Customer** shall pay an amount of 3M PRIBOR + 10% p.a. accruing daily until the overdue amount is paid in full. Paying this charge does not exempt the **Customer** from paying the **Price**.

4.16. **ComAp** may require from the **Customer** to pay liquidated damages in the amount of 50% from the **Price** but not less than € 10,000,00 for each individual breach of the **AWS** or the **Agreement,** including but not limited to:

4.16.1. breach of **Intellectual Property Rights**;
4.16.2. damage to the reputation of **ComAp**;
4.16.3. breach of export/import rules in international trade; and
4.16.4. breach of export/import rules to locations and/or the person that are subjects to international sanctions.

4.17. The **Customer** acknowledges and agrees that there can be no adequate remedy under the law for any breach of its obligations under the **Agreement**. Any such breach may cause irreparable harm to **ComAp**, and therefore, that upon any such breach or any threat thereof, **ComAp** shall be entitled to appropriate equitable relief in addition to whatever remedies it might have under the law, including injunctive relief.

5. DISCLAIMERS

5.1. You will be notified in the event that **Services** are changed, added, suspended or canceled.

5.2. If there is a breach of the **Terms** or any other binding document between the **Parties** and the breach is caused or enabled by the **Customer's** act or omission, ComAp may in its sole discretion suspend or restrict the **Services**, until the breach is made good.

5.3. All **Services** are provided with due care and responsibility expect that **ComAp** are limited by its state of knowledge, technologies, legal and technical regulations, and other factors which are not within **ComAp's** control.

5.4. **ComAp**, its contractors, or any other person involved in, whether directly or indirectly, the provision of **Services**, do not and can not offer **Services** to a greater extent, or offer any additional warranty, guarantee or representation other than those listed in these **Terms** or any other document binding between the parties.

5.5. Except as explicitly outlined in the these **Terms** or any other document binding between the **Parties**, **Your** use of the **Services** are on an 'as is, where is' basis and **ComAp** does not provide any guarantee, warranty or representation as to their functions, reliability, accessibility, appropriateness for your needs (including internet connection and availability)

5.6. To the extent permitted by law, **ComAp** disclaims all warranties for **Services** provided.

5.7. The **Intellectual Property Rights** used in connection with the **Services** remain the property of **ComAp** at all times.

5.8. These **Terms** do not grant **You** the right to use trademarks of **ComAp**, including but not limited to any sign, or any combination of signs in particular words including personal or trade names in any form, letters, numerals, figurative elements and combinations of colors. **You** are not permitted to remove, cover or modify any warnings, notices, legal notices, conditions that are part of the **Services** and their use is subject to them.

5.9. **ComAp** reserves the right to send **You** alerts, notifications and other information in connection with **Your** use of the **Services**.

5.10. Using the **Services** in accordance with these **Terms** is subject to registration and acceptance of the license arrangements.

5.11. **ComAp** is entitled to enforce its rights at any time through all available legal means.

5.12. To the full extent available under any applicable law, **ComAp** disclaims all responsibility

i)   for controlling devices (i.e. engines) either manually or electronically, either locally or remotely;
ii) for any damage to health and property; and
iii) loss of connection, accessibility, insufficient connection speed.

5.13. **You** warrant that your device well be controlled only by qualified persons who are familiar

i)   with all the **Documentation** supplied with those devices;
ii) with all functions of these devices; and
iii) with all safety rules in handling with these devices.

Your warrant that in the case of any outage, equipment failure or unavailability of the **Services, You** have secured continual backup of all your data for its subsequent restoration. Any damages arising from failure to do so or failure accord with these **Terms** shall be borne by **You**.

5.14. **ComAp** provides its **Services** (including Technical Support) on a "best efforts" basis, however **ComAp** cannot guarantee that **You** will be always be able to use your devices and the **Services** to completely control, your equipment.

5.15. **You** declare that **You** are not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

5.16. If **You** are the owner of the **ComAp**'s product and want to share or share your product with another person, **You** are not relieved of the responsibilities and obligations described in Global terms and conditions for sale of products and provision of services (GTC) and others documents with connection to the product.

5.17. The owner of the product, or the person who first registered the product, is primarily considered to be the person authorized to monitor and control the product. The opposite must be clearly proved by **ComAp**. If a dispute arises between the owner of the product and the person who first registered the product with the right to monitor and control the product, or any dispute arising out of the matter, there is a dispute between them. **ComAp** can not intervene in such a dispute.

5.18. **You** acknowledge that multiple accesses may be set up for one product and is therefore required to keep track of all alerts and notifications received through the **WebSuperVisor** and not to endanger themselves or other customers or third parties by their actions.

6. DATA AND PERSONAL DATA

Data

6.1. **ComAp** is entitled in connection with the provision of the **Services** in accordance with these **Terms** to collect data and information from your device including data and information from third-party devices, without any restrictions, except in the case of personal data.

6.2. **You** warrant that the data obtained from **You** by **ComAp** by providing the **Services** does not suffer from any legal defect that could prevent its continued use by **ComAp**, and in particular it is not protected by intellectual property law, it is not the property of persons other than the **Parties** and it does not suffer any other factual flaws that would prevent the use of the data in connection with the provided **Services**.

6.3. Data acquired in previous versions of **WebSuperVisor** or any other way will be migrated to the latest version of **WebSuperVisor** only upon written request of the **Customer** and for a payment to be agreed. This applies for WebSuperVisor Pro and WebSuperVisor On Premises.

Personal Data

6.4. The primary subject of Services is not the collection and processing of personal data, or information. If part of the collected data is also personal data or information, then **ComAp** is obliged to permanently delete and remove all traces of said personal data or information to the extent that it would be impossible to recover such data. The same obligation applies for any other person that would receive the personal data or information from **ComAp** in accordance with the valid legal relationship, for whatever reason. Above mentioned is not valid for any personal data or information acquired by **ComAp** for purpose to conclusion of an **Agreement** or to evidence of an information about the providing **Services** or for the formation and operation of this **AWS** and/or **Agreement**.

7. OWNERSHIP

7.1. All data (except for personal data) that has been, are or will be generated, collected or otherwise acquired in providing the **Services** is owned by and may be used or disposed of by **ComAp**.

7.2. The above mentioned will not apply, if **You** order WebSuperVisor On Premises. In that case, **You** are the owner of all data unless the **Parties** agree otherwise. In the event that **You** require by **ComAp** to provide maintenance, **You** grant **ComAp** permission to access the necessary information and data which **ComAp** used only to solve the problem.

8. LICENSE

8.1. **ComAp** grants **You** a personal, worldwide, non-transferable and non-exclusive license to use the software provided to **You** by **ComAp** as part of the **Services**. The primary purpose of this license is to enable **You** to use the **Service** and to use their benefits as permitted by these **Terms**. Except as permitted by law or with the written permission of **ComAp**, **You** may not copy, modify, distribute, sell, reverse engineer or attempt to extract the source code of the software or any part of our **Services**.

8.2. The software with open source code (open source) is important to us. Some software used in our **Services** may be offered under a license "open source" (a license to open source code) that we provide to **You**. The open source license code may contain provisions that are certain provisions of these terms and conditions expressly override.

8.3. The software must only be used in connection with the **Services** that form part of the **Agreement** and for the period specified in the **Agreement**.

8.4. The license arrangements are governed by the COMAP LICENSE AGREEMENT (LA) which are available on **ComAp**'s website and which may be updated from time to time in the same manner as this **AWS**. Where the LA and these **Terms** conflict, these **Terms** apply.

9. TERMINATION

9.1. The **Agreement** may be terminated by fulfillment, by agreement of the **Parties**, after the expiration of the term of the **Agreement,** or by notice of termination in accordance with these **Terms**.

9.2. **ComAp** may terminate the **Agreement:**

i)   by a written notice (notice is considered as delivered 5 days after posting via email or 10 days after posting by regular mail); or
ii) ii) by other suitable way effective immediately to the **Customer** in the following circumstances:

9.2.1. any breach of the **Agreement** by the **Customer** is not remedied within 30 days of the day the **Customer** is notified of the breach in writing by **ComAp**;

9.2.2. when on the basis and for any reason of the competent jurisdiction:

a) an insolvency proceeding (bankruptcy) has been initiated with respect to the **Customer**;
b) the **Customer** is in liquidation;
c) any person undertakes or sells the property, assets or liabilities of the **Customer**; or
d) the **Customer** has been sentenced for committing a crime related to its business activities, whether committed such a crime by himself or by any person who has decision-making and/or managerial powers;
e) the **Customer** provides false information about the **Customer**; or
f) an act of unfair competition against **ComAp**.

9.2.3. the **Customer** is represented by any person, directly or indirectly, that is in the role of the administrator, trustee, holder of prior rights to claimed receivable or for any similar reason (i.e. in accordance with Article 14 of Schedule B1 to the UK Insolvency Act 1986 and so called "floating charge"); or

9.2.4. for any other reason or without reason with two months' notice period.

9..3. If the **Agreement** is terminated earlier for any reason caused by:

i) the **Customer** all outstanding amounts arising out of the **Agreement** become immediately due and payable, including **Price** of all not provided **Services**, sanctions and their accessories and without affecting the rights of **ComAp** to claim from the **Customer** any damages or compensation; or

ii) **ComAp** in the event the **Customer** has already paid for **Services**, **ComAp** shall return to the **Customers'** account an amount in the same currency equivalent to the paid **Price**, after setting-off all sums owed by the **Customer** to **ComAp** including enforced sanctions and their accessories.

The above mentioned is not applicable in case of an early termination of the **Agreement** for reasons stated in these **Terms** or in the **Agreement**, where the obligation to pay the agreed **Price** has not arisen.

9.4. The rights and obligations arising from the **Agreement** shall be settled as of the effective date of the early termination of the **Agreement**.

10. TECHNICAL SUPPORT

10.1. **ComAp** offers the email addresssupport@comap-control.com for the purpose of reporting issues requiring technical support in respect of the **Services**.

10.2. Technical support will be provided according to the range and type of the **Services** in accordance with the specifications in the **Agreement** and/or in the particular **SLA**.

11. LIABILITIES

11.1. In all cases, **ComAp** is not responsible for any losses or damages that you may incur in connection with the **Services**, unless the **Agreement** provides otherwise.

11.2. Damages shall be limited to the amount of 20% of **Price** actually paid for the license for each individual damage, in total to be limited to the amount of 100% of the performance value, for all damages under the individual **Agreement**. Different limits may be specified in the **Agreement**.

11.3. Where the Services are supplied to a Customer in Australia, then in the event that the Australian Consumer Law applies and to the exclusion of any other provision of this AWS, ComAp's liability under that law will be limited to (at **ComAp's** election):

i)   replacing or repairing any goods;
ii) reimbursing the **Customer** for repairing any goods;
iii) re-supplying **Services**; or
iv) reimbursing the **Customer** for paying someone else to provide the **Services**.

12. FORCE MAJEURE

12.1. **Parties** are obliged to take maximum precautions to prevent the negative impacts of force majeure in respect of the **Services** and try to prevent them in the greatest possible extent.

12.2. A breach of an obligation does not occur provided that the breach was caused by an obstacle that is:

i)   independent of the will of the **Parties**; and
ii) the obstacle was not predictable at the time of concluding the **Agreement**; and
iii) it could not be averted or overcome by the will of the **Parties**.

The liability is excluded for the duration of the obstacle. If the obstacle requires the complete cessation of the **Services** without any chance of commencement then the Parties will work together in good faith to agree an alternate method of performance of the **Services**. If an alternate method can not be agreed this agreed may be terminated and Article 9.3(ii) will apply but the liability of the **Parties** is otherwise fully excluded.

12.3. Force majeure events include (but are not limited to):

war, civil unrest and revolution, pirate attacks, political upheavals, natural disasters (floods, earthquakes, volcanic eruptions, tsunamis, hurricanes, fires, storms etc.), boycotts, embargoes and other restrictions from the authorities, terrorist attacks, epidemics.

12.4. Denial of export or import permits necessary for the provision of the **Services** is not considered as force majeure.

12.5. A **Party** not fulfilling its contractual obligation due to force majeure is obliged to notify the other **Party** about this fact in writing and state what the implications on performance in relation to the other **Party** will be. If the other party is not notified about the force majeure, the circumstances causing the force majeure will be disregarded, and the **Parties** are obliged to perform as if there is no force majeure.

12.6. Similar provisions apply in relation any other third party involved in providing performance.

13. MISCELLANEOUS

13.1. No waiver by **ComAp** of any of the **Customer's** obligations under the **Agreement** shall be deemed effective unless made by **ComAp** in writing, nor shall any waiver by **ComAp** in respect of any breach be deemed to constitute a waiver of or a consent to any subsequent breach by the **Customer** of its obligations.

13.2. The following provisions of these **Terms** shall survive the termination (including expiry) of any **Agreement**:

   i) prohibition of withholding payment or the offsetting of any invoice issued by **ComAp**;
   ii) prohibition of offsetting of any **Customer´s** claims against **ComAp**;
   iii) **ComAp** prior written consent to the assignment of any claims against **ComAp**;
   iv) **Intellectual Property Rights**;
   vi) provisions on liability; and
   vii) any other provision as stated elsewhere in these **Terms** or in the **Agreement**.

13.3. Any notice or other communication pursuant to, or in connection with **Agreement** shall be in writing (paper or electronic) and delivered personally, or sent by first class pre-paid recorded delivery post (air mail if overseas), to the party due to receive such notice at its registered office or to such other address as may have been notified in writing to the other parties or by sending it by e-mail (subject to the original notice or communication being sent by post on the same day in the manner specified above). Notice is considered as delivered 5 days after posting via e-mail or 10 days after posting by regular mail.

13.4. These **Terms** are drawn up in the English language. If the **Terms** are translated into another language, the English language text shall in any event prevail.

13.5. **Severability Clause**. Should any provision of these **Terms** in whole or in part be or become invalid, impracticable or unenforceable, the validity of the other provisions shall not be affected thereby. In such a case, the invalid, impracticable or unenforceable provision shall be deemed to be replaced by a provision which, to the extent admissible according to the applicable laws, comes closest to the purpose of the invalid, impracticable or unenforceable provision.

13.6. The provisions of the **Agreement** apply only to the **Parties**.

13.7. In these **Terms**, unless otherwise specified:
   i) references to **ComAp** and the **Customer** include their permitted successors and assignees;
   ii) headings to clauses are for convenience only and do not affect the interpretation of these **Terms**;
   iii) words indicating the singular include the plural; and
   iv) references to persons shall include companies and other unincorporated associations or bodies and (in each case) vice versa.

13.8. To the full extent available at law and subject to any express provision of these **Terms** no provisions of consumer law by any jurisdiction will apply to these **Terms**. The **Customer** is not deemed for a consumer in according with such Acts designed to protect consumers.

13.9. The **Customer** warrants that **You** are not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

13.10. The **Customer** is obliged to behave ethically in compliance with the UK Bribery Act (2010) and is therefore prohibited from offering, accepting or demanding any payment or asset of significant value that can be considered as bribe, commission or fee, especially when dealing with state administration.

13.11. The **Customer** shall keep confidential any information provided by **ComAp** which is not generally known to the public and is or should be reasonably understood to be confidential. If a Non-Disclosure Agreement (NDA) had been concluded between **ComAp** and the **Customer** before the execution of the **Agreement**, the **Customer** is obliged to follow the rules agreed in the NDA.

14. LAW AND JURISDICTION

14.1. Other than as set out in Article 15.2, these **Terms** shall be governed by and construed and interpreted by **English law** in all respects (including formation) without regard to principles of law that might make the law of some other jurisdiction applicable (conflict of laws).

14.2. In the event of any dispute or differences arising between the **Parties** hereto out of or in connection with these **Terms** or their validity or of any documents arising from it or made a part hereof or any amendments thereto, the **Parties** shall endeavor to reach an amicable agreement, but if such agreement is not reached within 30 days of first notification of the reason of the dispute then, all disputes arising in the connection with these **Terms** shall be resolved, to the exclusion of the ordinary courts, by a three-person Arbitral Tribunal appointed in accordance with the UNCITRAL Rules. Both parties shall accept the award of the above-mentioned arbitrators as final and binding, and such award may be entered in any juridical court having jurisdiction, or application may be made to such court for juridical acceptance of the award and an order for enforcement, as the case may be. All costs and expenses incurred in connection with any arbitral proceedings hereunder shall be borne by the losing party, except as otherwise provided in the arbitral award. The place of arbitration shall be in **Prague, Czech Republic**. The language to be used in the arbitral proceedings shall be English.

15. FINAL PROVISIONS

15.1. By using **WebSuperVisor**, **You** agree with these **Terms.**

15.2. The provisions about Intellectual Property and provisions about the software license are governed pursuant Act 89/2012 Coll. as amended, Czech Civil Code.

SLA - WSV LITE AND WSV PRO

1. PURPOSE & OBJECTIVES

The purpose of this Service Level Agreement (**SLA)** is to ensure that the proper elements are in place to provide consistent IT service support and delivery to the **Customer** by the **ComAp**.

The objectives of this **SLA** are to:

- provide clear reference to service ownership, accountability, roles and/or responsibilities;
- present a clear and concise description of service provision to the **Customer**; and
- match perceptions of expected service provision with actual service support & delivery.

2. SERVICE PARAMETRS

The following detailed service parameters are the responsibility of the **ComAp** in the ongoing support of this **SLA**.

SERVICE SCOPE

The following **Services** are covered by this **SLA**;

- configuration of the WSV application and the control devices managed through WSV;
- solving and troubleshooting of the **Customer** SW issues (incl. communication issues);
- recommendation of product standard setting and configuration;
- help and assistance with solution search;
- administration and management of passwords and activation codes ;
- features behavior and potential bugs testing and verification;
- providing feedback on product features to Marketing and R&D team;
- providing and implementation of upgrades, updates and hot-fix of the WSV application and corresponding platforms.

The following **Services** are additional Services and are not covered by this **SLA**:

- planned or Emergency Onsite assistance (extra costs apply);
- special configuration;
- customization such as new data visibility, template modification, etc.;
- add-ons development; and
- additional services may be delivered based on separate agreement.

CUSTOMER REQUIREMENTS

The **Customer** responsibilities and/or requirements in support of this **SLA** include:

- payment for license fee and costs for additional services at the agreed interval, if relevant.
- reasonable availability of the **Customer** representative(s) when resolving a service related incident or request.

COMAP REQUIREMENTS

ComAp responsibilities and/or requirements in support of this **SLA** include:

- manned telephone and email support for the **Customer** incidents and requests;
- providing responses to service incidents and requests in the best effort manner usually in 24 hours;
- appropriate notification to the **Customer** for all scheduled maintenance;
- best efforts to maintain WSV Application availability 99%.

SERVICE ASSUMPTIONS

Changes the **Services** will be presented on WSV website and notifications will be sent in the event this **SLA** has been updated and will be binding once notice has been sent
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3. SERVICE MANAGEMENT

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

SERVICE AVAILABILITY

Coverage parameters specific to the support service(s) covered in this **SLA** are as follows:

- Telephone support is provided:
  - Monday – Friday within working/office hours of the specific region 9:00 A.M. to 5:00 P.M. as defined on the company website www.comap-control.com. During working hours calls are usually answered immediately, if not, support calls back in the best effort manner usually in 1 hour.
  - Calls received out of office hours will be answered in the next business day, however there will be a backup answer phone service.

- Monitored email support is provided:
  - Monday – Friday within working hours of the specific region 9:00 A.M. to 5:00 P.M. as defined on the company website www.comap-control.com
  - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

SLA - WSV PRO (HIGH)

SLA - WSV ON-PREMISES

PRIVACY POLICY

Customer Relationship Management (CRM) Database

Like all large entities, **ComAp** uses **Customer** relationship management technology to manage clients and support marketing efforts. Our CRM includes personal data of individuals at companies with which we have a business relationship or would like to develop one. For these purpose, our CRM Database retains relevant business information such as contact details and other business information entered by our specialists based on their personal interactions with you. If you would like to be excluded from ComAp's CRM database, please contact: sales@comap-control.com.

Version history of this **AWS**

Version	Date
1.0	14.6.2017