

CUSTOMER LICENCE AGREEMENT

Applicable to the following product items:

Project CARS™ Pro and any derivatives thereof intended for B2B markets.

AGREEMENT:

This Customer Licence Agreement is made by and between the customer as set out in the Order Confirmation Document ("**Customer**") and Slightly Mad Studios limited acting by itself and through its subsidiary ioTech Ltd, each with offices at 5th Floor, Mill House, 8 Mill Street, London SE1 2BA ("**IOTECH**"). This Agreement is accepted by Customer by executing the Order Confirmation Document (including by clicking to accept), paying the first invoice in respect of Project CARS™ Pro or accessing any part of Project CARS™ Pro (the "**Effective Date**"). The parties agree as follows:

GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

Affiliate means all companies which own or control a Party or which a Party owns or controls or which is under common ownership or control in a group with a Party, directly or indirectly, by at least 50% of the voting stock or capital and which are not direct competitors to any of the other Parties;

Agreement means these General Terms, the applicable Annex(es) and, the Order Confirmation Document;

Applicable Data Protection Law means any applicable data protection, privacy or similar laws that apply to data processed in connection with this Agreement, including the EU General Data Protection Regulation 2016/679 ("**GDPR**") and any regulations implementing the GDPR or Privacy and Electronic Communications Directive 2002/58/EC;

Authorized Computer is an individual single-user computer authorized to run the Program by means of a Licence Key allocated by IOTECH;

Brand means the brands owned or licensed by IOTECH including "Project CARS™ Pro" including the name and associated logo;

Documentation means, at any time, the current user documentation in any form or media as delivered by IOTECH for use in connection with the Program and Online Services;

Intellectual Property Rights means copyright, design right, database right, patent rights and rights to inventions, know-how, performance rights, trademark rights and rights in trade dress and names, trade secrets, trade and service marks (whether registered or unregistered) and any applications therefor and all rights in confidential information;

IOTECH Offering means the Program, the Online Services and the Documentation, and any customer-specific customisation, content, functionality or development;

Licence Effective Date means the date on which the Licence Key is made available by IOTECH to the Customer;

Licence Key means the necessary information that enables the Customer access to the IOTECH Offering (including the hyperlink and file) and use it on one Authorised Computer;

Licence Term means the term of the licence granted in this Agreement as set out in the Order Confirmation Document, starting on the Licenced Effective Date;

Online Service means the hosted software services developed by IOTECH, branded as Project CARS™ Pro intended for B2B markets, made available by IOTECH online and which do not require on-premise installation;

Order Confirmation Document means the form (which may be online) referencing this Agreement, signed or otherwise accepted by Customer and accepted by IOTECH;

Program means the software developed by IOTECH, branded as Project CARS™ Pro, intended for B2B markets, for on-premise installation including (i) any corrective patches and (ii) Releases to which Customer is entitled;

Release means a periodic update of the same version of a Program if and when made generally available to the market;

Support Services means the support services described in Annex 2 and the Support Services Policies;

Support Services Policies means the policies setting out the nature and extent of support services, as may be made available on the IOTECH Offering's website from time to time;

Territory means the territory of the licence granted in this Agreement, as set out in the Order Confirmation Document;

User means any person who access or uses the IOTECH Offering;

Version Cycle means a series of versions of the Program. A cycle is intended to enclose a series of versions that are not fundamentally different in architecture, user interface and major features.

1.2 Defined terms can be used in a singular or plural form.

1.3 The headings used in this Agreement are for ease of reference only and shall not affect its interpretation.

1.4 Unless the context otherwise requires a reference in this Agreement to any gender includes all genders and a reference to the singular includes the plural and vice versa.

1.5 Reference to the words "**include**", "**includes**" and "**including**" shall be read as to be "**without limitation**".

2. **LICENCE**

2.1 **Grant**

Subject to the terms and conditions of this Agreement, and in particular clause 2.3 below, IOTECH hereby grants to Customer a non-exclusive and non-transferable, revocable, limited, personal licence, throughout the Territory for the License Term to:

2.1.1 access the Online Services from IOTECH only;

2.1.2 download and install the Program on the Authorized Computer only; and

- 2.1.3 use the IOTECH Offering.
- 2.2 A Program will include updated version of the current Program Version Cycle (e.g.: minor upgrade versions) containing fixes and small improvements. A Program does not include any new version cycle of a Program including any successor product which significantly differs in architecture, user interface or mode of delivery.
- 2.3 **Scope**
 - Customer shall not:
 - 2.3.1 use the IOTECH Offering or any part thereof to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products or as components,
 - 2.3.2 rent, sell, distribute, lease, sublicense, perform or offer or make available any type of services to third parties relating to any IOTECH Offering other than via an Authorized Computer for which a Licence was granted (as set out in the Order Confirmation Document),
 - 2.3.3 correct errors, defects and other operating anomalies of all or any part of the IOTECH Offering,
 - 2.3.4 access all or any part of IOTECH Offering in order to build a product or service which competes with the IOTECH Offering or IOTECH;
 - 2.3.5 reverse engineer, decompile, disassemble, adapt or otherwise translate all or part of the IOTECH Offering,
 - 2.3.6 provide, disclose or transmit any results of tests or benchmarks related to all or part of any the IOTECH Offering, or
 - 2.3.7 permit, allow or authorise the doing of any of the foregoing; or
 - 2.3.8 do anything which may harm or infringe the Intellectual Property Rights of IOTECH.
- 2.4 If the Customer considers it necessary to decompile (as permitted under section 50B of the Copyright, Design and Patents Act 1988) any part of the IOTECH Offering in order for the Customer to use the IOTECH Offering in accordance with the this Agreement, Customer must first provide written notice to IOTECH before attempting to decompile any part of the IOTECH Offering. Such written notice shall set out in detail the information necessary to achieve the Customer's use of the IOTECH Offering in accordance with this Agreement. Customer must not attempt to decompile any part of the IOTECH Offering until it has received IOTECH's written response to such notice.
- 2.5 The delivery of the Licence Key or media by IOTECH does not by themselves grant the right to use any IOTECH Offering.
- 2.6 Except as expressly set forth in this Agreement, no other express or implied right or licence is granted to Customer.
- 3. **SUPPORT SERVICES**

Where it is agreed by the Parties in the Order Confirmation Statement and subject to the Customer paying any applicable fees, IOTECH shall provide the Support Services. Support Services are accessible only via the designated space on IOTECH Offering's website and include support request management. Support Services will be provided by IOTECH, an Affiliate or an IOTECH authorized service provider. Support Services Policies

are subject to change. Customer should regularly consult Support Services Policies on the IOTECH Offering's website.

4. **PAYMENT**

4.1 **Payment**

4.1.1 In consideration of the rights, licences and services provided hereunder, Customer shall pay the fees applicable to the IOTECH Offering and Support Services at the price identified in the applicable Order Confirmation Document.

4.1.2 Unless otherwise agreed to in writing, (i) all charges will be incurred on the Effective Date, (ii) all charges will be invoiced on or around the Effective Date, and (iii) Customer shall pay all invoices within 14 days of the date of the invoice.

4.2 **Taxes**

4.2.1 All prices are exclusive of taxes. VAT shall be added to the invoice by IOTECH, if appropriate. Customer shall be responsible for payment of any and all taxes, including fees, duties, excises, import VAT, or similar charges of any nature whatsoever, now in force or enacted in the future, that are levied, assessed, charged, withheld, or collected for or in connection with IOTECH Offering provided hereunder or otherwise arising in connection with this Agreement, but excluding domestic taxes based on IOTECH's net income.

4.2.2 If Customer is required to withhold, deduct, or pay for any tax from the amount of fees to be paid under this Agreement, then Customer shall pay such additional amount to IOTECH as is necessary to ensure that IOTECH receives a sum equal to what would have been received had no such withholding, deduction or payment been required.

4.2.3 IOTECH shall be entitled to charge interest at the annual rate of 5% above the Bank of England base rate in the event of any late payment.

5. **INTELLECTUAL PROPERTY**

5.1 **Ownership**

5.1.1 IOTECH and/or its Affiliates retain ownership in all Intellectual Property Rights in all IOTECH Offerings and all modifications, enhancements or other derivative works thereof. The IOTECH Offering is licensed, not sold. . Customer recognizes that the methodologies and techniques contained in or expressed within the IOTECH Offering are proprietary information or trade secrets of IOTECH and/or its Affiliates, whether or not marked as "confidential". Customer shall treat them as confidential information and not disclose them.

5.1.2 Customer shall not at any time, whether during or after termination of this Agreement, save where it is expressly authorised in writing to do so by IOTECH:

- (a) adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the Brand;
- (b) by virtue of this Agreement, obtain or claim any right, title or interest in or to the Brand or IOTECH Offering except as specifically set out in this Agreement; or

- (c) apply anywhere in the world to register any trade mark identical to or so nearly resembling the Brand or part of it as to be likely to deceive or cause confusion.

5.1.3 Customer shall only use the IOTECH Offering, Brands and any Intellectual Property Rights therein for the purposes authorised in this Agreement and, in particular, shall not use any related trade marks in any way which would tend them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of IOTECH or its Affiliates.

5.2 **Promotion**

Customer shall ensure that with every use made of the IOTECH Offering and / or Brand, IOTECH and Affiliates are credited as the owners and creators of it and that all marketing and promotional materials resulting from this Agreement will contain the logos, trade mark notices, copyright notices and proprietary legends required by IOTECH in such form, size and position as IOTECH shall reasonably require

6. **WARRANTIES AND LIMITATION OF LIABILITY**

6.1 Customer warrants, represents and undertakes to IOTECH that:

- 6.1.1 it is free to enter into and perform this Agreement;
- 6.1.2 it shall keep the Licence Key secure and confidential;
- 6.1.3 it shall not infringe the Intellectual Property Rights of IOTECH at any time during the course of this Agreement or at any time thereafter;
- 6.1.4 it shall not infringe the Intellectual Property Rights or other rights of any third party in connection with the use of the IOTECH Offering at any time during the course of this Agreement or at any time thereafter;
- 6.1.5 the material which is supplied to IOTECH by the Customer shall be free from harmful software, trojan horse, virus, worm or other malicious software;
- 6.1.6 it will comply with all relevant obligations imposed by law, including Applicable Data Protection Law;
- 6.1.7 it will not without IOTECH's prior written consent issue or authorise the issue of any advertisement or publicity regarding the use of the IOTECH Offering;
- 6.1.8 it will implement appropriate health and safety measures for Users, which shall at a minimum and without limitation include those measures set out at Annex 1;
- 6.1.9 it shall ensure that the IOTECH Offering shall not be used by or fall into the possession or control of any third party and shall provide sufficient protection from unauthorised disclosure, copying and use.

6.2 **It is acknowledged, accepted and agreed that, at the date of this Agreement and throughout the Term, the IOTECH Offering is a work in progress and is supplied 'as is' with no guarantee of fitness for purpose and no guarantee that the IOTECH Offering is bug-free. Subject to Clause 6.5, It is therefore expressly agreed and understood that IOTECH shall give no warranty or representation in respect of IOTECH Offering or its functionality, operational stability or suitability for the tasks required of it and, in the event that IOTECH Offering ceases to operate or becomes defective, IOTECH gives no undertaking that any**

defects can or will be corrected and IOTECH shall not be required to remedy such defect or make the IOTECH Offering operational for the purposes contemplated in this Agreement unless otherwise agreed herein.

- 6.3 Subject to clause 6.6 below, to the maximum extent permitted by law, IOTECH excludes liability for any indirect, incidental, special or consequential damages of any kind, including but not limited to loss of use or interruption of business, loss of profits, goodwill, business, revenue, data, or use, incurred by either party or any third party, whether arising in contract, tort or otherwise even if advised of the possibility of such damages and any loss or damage of any kind, including direct losses, howsoever arising, from:
- 6.3.1 any unauthorised access or use by any third party to the IOTECH Offering, or Customer's or any third party's systems through the use of IOTECH Offering or any failure of Customer to adopt and keep in force proper and adequate internal security procedures;
 - 6.3.2 any loss or damage caused by any malicious or mischievous modification of the IOTECH Offering or other form of hacking;
 - 6.3.3 death or personal injury by Users, unless caused by IOTECH's negligence;
 - 6.3.4 any adaptation or modification of the IOTECH Offering not undertaken by IOTECH;
 - 6.3.5 the operation of the IOTECH Offering on any hardware for which it was not specifically designed and intended;
 - 6.3.6 any third party software, nor the use and compatibility of IOTECH Offering with any third party software.
- 6.4 Subject to clause 6.7; 6.5 and 6.3, the total liability of IOTECH whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement, will be limited to the total amount of fees actually received by the IOTECH from the Customer in the 12 month period preceding the date on which the claim arose.
- 6.5 Nothing in this Agreement shall exclude or limit IOTECH's liability for fraudulent misrepresentation or death or personal injury caused by its negligence, as well as in cases of mandatory statutory liability.
- 6.6 If a number of defaults give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 6.7 Customer hereby agrees to afford IOTECH not less than 21 days, following notification by Customer, in which to remedy any breach of this Agreement.
- 6.8 IOTECH provides no additional warranties, either expressed or implied, by statute or by operation of law or otherwise.
- 6.9 Where the Customer's has licensed the IOTECH Offering for multiple Authorized Computers and there is an issue that does not affect all of such Authorized Computers, the Customer's right or remedy shall be limited to the affected Authorized Computers only.
- 6.10 Nothing in this clause shall confer any right or remedy upon Customer to which it would not otherwise be legally entitled nor shall it restrict any right or remedy of Customer to which it would otherwise be entitled.

7. **TERM AND TERMINATION**

7.1 **Term**

This Agreement comes into force on the Effective Date and remains in effect until terminated as provided hereunder, or expiration of the Licence Term.

7.2 **Termination for Cause**

Either IOTECH or Customer may terminate this Agreement, if the other:

7.2.1 fails to make any payment due within 14 days of the due date; or

7.2.2 commits any other material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to do so; or

7.2.3 convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with its creditors shall be made;

7.3 IOTECH may terminate this Agreement immediately by written notice, if the Customer breaches clauses 2.2 or 6.1.

7.4 Any termination of this Agreement pursuant to this clause shall be without prejudice to or limit any other rights or remedies to which a party may be entitled.

7.5 **Effect of Termination**

Upon expiration or termination of this Agreement, Customer shall immediately destroy or return all copies of the IOTECH Offering in their entirety and shall no longer have access to the IOTECH Offering and to the Support Services. Expiration or termination of this Agreement, or of any IOTECH Offering or Support Services, shall not relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement. Customer shall not be entitled to any refund or credit for early cancellation or termination of any IOTECH Offering.

8. **DATA PRIVACY**

Customer acknowledges and agrees that it (i) shall comply with all Applicable Data Protection Legislation in respect of User's Personal Data; and (ii) shall not make Personal Data of Users available to IOTECH. "**Personal Data**" shall have the meanings applied to it in the Applicable Data Protection Legislation.

9. **SECURITY**

IOTECH will make commercially reasonable efforts to implement security processes consistent with industry standards for similar services.

10. **CONFIDENTIALITY**

Confidential Information means non-public information of a confidential nature that when disclosed in writing, (i) is clearly marked with a restrictive legend, such as "Confidential" or (ii) would be regarded as confidential by a reasonable business person Confidential Information does not include ideas and concepts that may occur to individuals who have been exposed to Confidential Information.

10.1.1 During the term of this Agreement, and for a period of one (1) year following termination or expiration thereof, the party receiving Confidential Information

undertakes to protect the other party's Confidential Information received in the context of this Agreement by using the same degree of care that it uses with respect to its own confidential information of a similar nature to avoid disclosure, publication, use or dissemination of such Confidential Information. IOTECH is authorized to disclose Customer's Confidential Information to third parties who have entered into an appropriate confidential disclosure agreement with IOTECH to the extent necessary to provide the Agreement.

10.1.2 The obligation of confidentiality shall not apply to any information that: (i) is already in the possession of the receiving party without any obligation of confidentiality at the time the information was received from the disclosing party; (ii) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; (iii) is or becomes publicly available without breach of this contract or confidentiality; (iv) is received by the receiving party from a third party without an obligation of confidentiality or breach of contract; (v) is released for disclosure by the disclosing party with its written consent; or (vi) to the extent it is required to be disclosed in accordance with a judicial or administrative decision, provided that the receiving party provides prompt information to the disclosing party and reasonably cooperates with the disclosing party to limit the disclosure and use of the applicable information according to the decision.

10.1.3 Customer's exclusive remedy and IOTECH's sole liability for any breach by IOTECH of its confidentiality obligations pursuant to this clause is for Customer to terminate this Agreement in accordance with clause 7.2.2.

11. **THIRD PARTY CONTENT**

IOTECH exercises no control over, and assumes no responsibility or liability for any Customer's content or third party content.

12. **SOFTWARE COMPLIANCE**

IOTECH and Affiliates undertake legal and technical measures intended to eliminate unauthorized use of their software products, including any use by the Customer of the IOTECH Offering in breach of the terms of this Agreement. In this context, the IOTECH Offering may include a security mechanism that can detect the installation or use of unauthorised copies of the IOTECH Offering, and that is able to collect and transmit data about unauthorised copies only. Data collected will not include any data created by Customer with the IOTECH Offering. Customer consents to such detection and collection of data, as well as its transmission and use if an unauthorised copy is detected. IOTECH also reserves the right to use without restriction a hardware lock device, licence administration software, and/or a licence authorization key to control access to, and use of, any IOTECH Offering. Customer may not take any steps to tamper with, circumvent or disable any such measures. Customer must follow IOTECH's reasonable instructions in respect of such measures to ensure that they are functioning properly. Use of any IOTECH Offering without any hardware lock device, licence administration software and/or licence authorization key or any other security mechanism implemented and provided by IOTECH is prohibited.

13. **AUDIT**

During the term of this Agreement and for a period of three (3) years thereafter, Customer shall establish and maintain accurate information records relating to the use of the IOTECH Offering including, without limitation, the list of users and devices accessing and using such IOTECH Offering. When applicable, such information shall include any destruction of the IOTECH Offering and the measures put in place by Customer to protect the access to and the use of each IOTECH Offering. IOTECH shall

have the right at any time, at its own expense and under reasonable conditions of time and place, to audit and copy these records and/or the Customer's use of each IOTECH Offering. Customer also hereby authorizes IOTECH to verify its compliance with the terms of the Agreement. For such purpose, IOTECH may conduct an audit on Customer's premises during normal business hours, in a manner that minimizes disruption to its business. IOTECH may require Customer to provide it, or any third party IOTECH engages to conduct such verification, with machine access, copies of system tools outputs, or other electronic or hard copy system information as appropriate. If the audit reveals unauthorized use of any IOTECH Offering, Customer shall promptly pay to IOTECH any amounts owed as a result of such unauthorized use at the then current list price. If such unauthorized use is five percent or greater of Customer's authorized use for the applicable IOTECH Offering, then in addition to Customer paying the applicable charges, Customer shall reimburse IOTECH for the cost of such audit. By invoking the rights and procedures described above, IOTECH does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

14. **MISCELLANEOUS**

14.1 **Purchase Orders**

Customer's purchasing terms and conditions shall not in any way supersede, supplement or otherwise modify the terms of this Agreement.

14.2 **Force Majeure**

Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from: (i) a case of force majeure as defined by the law governing this Agreement and the courts in such jurisdiction; or (ii) the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.) or any electrical, utility or telecommunication outages.

14.3 **Severability**

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect, and the affected provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

14.4 **Amendments & Non-Waiver**

No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made by written amendment signed by both parties. A party's failure at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce that or any other provision.

14.5 **Entire Agreement; Order of Precedence**

This Agreement comprises the complete agreement between the parties relating to the subject matter hereof and the Order Confirmation Document. The Agreement supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders and communications, whether oral or written. Customer confirms that it (i) has full knowledge of all terms herein and those incorporated herein by reference, (ii) agrees to be bound by and to comply with such terms, and (iii) in entering into this Agreement, has not relied upon the future availability of functionality or product updates with respect to any IOTECH Offering. The terms of this Agreement shall have no force or effect with respect to any claim based on

the use of any intellectual property rights of IOTECH outside the scope of the rights expressly granted and/or provided herein.

14.6 Language

This Agreement is provided in English and may be provided, for informational purposes only, in a language other than English. The English version shall be the only binding and enforceable version of this Agreement.

14.7 Headers

Headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

14.8 Assignment

IOTECH may assign, delegate, subcontract or otherwise transfer any of its rights or obligations hereunder, in whole or in part, without Customer's consent. Customer does not have any right to grant sub-licences in respect of the IOTECH Offering or any rights or licences granted hereunder, except as expressly stated herein.

14.9 Survival

The following clauses of these this Agreement shall survive termination or expiration thereof: clauses 1; 5; 6; 7.4; 7.5; 8; 9; 10; 11; 12; 13; 14.2; 14.5; 14.6; 14.7; 14.8; 14.9; 14.10; 14.11.

14.10 Third Party Rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.11 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

ANNEX 1 – MIMIMUM HEALTH AND SAFETY AND PRECAUTIONS

1. Make available appropriate health and safety information, guidance and operating instruction to Users before they use the IOTECH Offering;
2. Ensure that Users are sufficiently informed about possible side-effects, in accordance with medial guidance, before using the IOTECH Offering;
3. Ensure that the IOTECH Offering is only made available in a safe environment in accordance with best industry practice; and
4. Ensure that Users do not use the IOTECH Offering for too long at one time, in accordance with medial guidance, and take regular breaks.

ANNEX 2 - SUPPORT SERVICES FOR IOTECH

1. ADDITIONAL DEFINITIONS

Defect means a material malfunction in the performance of the IOTECH Offering.

Service Request means a single request for support in respect of a Defect made by the Customer's designated employee using the relevant IOTECH Offering's website space.

2. SCOPE OF SUPPORT SERVICES:

2.1 Where it is agreed by the Parties in the Order Confirmation Statement that Support Services are to be provided by IOTECH and subject to the Customer paying applicable fees, the Support Services shall include, the IOTECH support team:

2.1.1 being the Customer's primary contact in respect of Defect's;

2.1.2 performing the preliminary investigation of a Defect to check for duplicates and known incidents; and

2.1.3 providing answers, corrections or workarounds to Defects as appropriate or available.

2.2 The Support Services shall not include training in connection with the IOTECH Offering, installation and set-up, support regarding any bespoke or customised versions of the IOTECH Offering, development, and consultancy and enhancement requests.

3. SERVICE REQUEST AND RESPONSE

3.1 Before making a Support Request, Customer must consult the Documentation to search for a solution. If Documentation does not contain a solution, Customer may submit a Support Request. The following information must be documented and provided to IOTECH by Customer in respect of the Defect as part of the Service Request:

3.1.1 the environment in which the Defect occurs, including the IOTECH Offering, module or mode and application menu selections;

3.1.2 hardware type and model, operating system version, amount of RAM, and swap space;

3.1.3 any messages that appear in the message or start window;

3.1.4 Release, licence version and login;

3.1.5 a simple step by step scenario which enables the IOTECH support team to reproduce the Defect;

3.1.6 any additional information required to analyse the Service Request.

3.2 When submitting a Service Request, Customer will ensure that the information sent to IOTECH as part of the Service Request, does not contain information, which the Customer considers to be confidential.

3.3 Performance by IOTECH of the Support Services depends upon Customer's full cooperation, including, without limitation, providing at no charge to IOTECH, safe and timely access to computer systems, personnel (executives and staff), facilities, utilities, Programs, data and information reasonably necessary for the performance of Support Services.

- 3.4 Customer shall ensure that it has the appropriate licences or rights, as may be applicable, from third parties licensors for third parties' software, third parties' data and information in order to allow performance of Support Service hereunder. Customer is responsible for the accuracy and completeness of the information and data supplied. Customer hereby authorises IOTECH to use such information and data to perform the Support Service. Customer acknowledges and agrees that performance of Support Service is dependent upon the accuracy and completeness of such data. Customer shall maintain up to date current and complete back up of any and all data and/or programs and/or software and/or information that may be affected, altered, modified, corrupted, or otherwise impacted by performance of Support Service. Once received by the IOTECH support team, the Service Request will be reviewed by the IOTECH support team.
- 3.5 IOTECH will then make commercially reasonable efforts to address Service Request based on its urgency level.
- 3.6 Customer shall verify its Service Request resolution to IOTECH and validate the closure of the Service Request.