

This Agreement is made:

between **WhereScape USA, Inc of Portland, Oregon** (the “Company”)
and **You** (the “Licensee”)

General Terms

1. Definitions

1.1 In this Agreement, unless the context otherwise requires:

Confidential Information means all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including terms of this Agreement, but does not include information which is, or becomes publicly available other than through unauthorized disclosure by the other party. In the case of the Company, the term Confidential Information includes the Software and the Documentation;

Data Warehouse Repository means a single data warehouse consisting of one or more object sets (e.g. dimensional, normalized or data store) as defined in the License Fee invoice and confirmed by you when using the WhereScape RED License Key, and underlying support tables and utilities on one or more hardware devices sharing common objects (including but not limited to dimension tables) and may include copies or near copies used for development and testing purposes;

Documentation means software user guides (including those in electronic form), handbooks, maintenance libraries, educational materials and all other related material supplied by the Company to the Licensee for aiding the use of the Software;

Initial Support Period means the first 12 months Support Services, commencing on the date of the invoice for the License Fee and ceasing on the same date in the following year;

License Fee means the sum invoiced to the Licensee by the Company for the Licensee’s use of the Software and for provision of Support Services for the Initial Support Period;

Non Production Purposes means the Licensee using the Software for the purposes of evaluation and testing but not production;

Proprietary Rights means all rights to patents, trade marks, service marks, trade names, inventions, trade secrets, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual property rights whether or not registered (together with the right to seek any such registration) and the right to enforce such rights which relate to the origin, manufacture, programming, operating and/or servicing of the Software and Documentation and any related enhancements or modifications;

Restricted Software means the Company’s limited functionality version of the Software;

Software means the object code version of the WhereScape RED software application;

Support Agreement means the software support agreement set out in Annex A;

Support Fee means those sums invoiced to the Licensee by the Company for the provision of the Support Services including any applicable Additional Fees (as that term is defined in the Support Agreement);

Support Services means the support services specified in the Support Agreement and provided in accordance with the terms of that agreement.

Warranty Period means the period of 30 days starting from the date of the invoice for the License Fee.

WhereScape RED License Key means the WhereScape RED License Key that you have applied to the Company for, which the Company has provided to you.

1.2 In this Agreement:

- (a) clause and other headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Agreement;
- (b) the word **person** includes a corporation; and
- (c) words importing the singular include the plural and vice versa.

2. License and Support

2.1 On payment of the License Fee in accordance with clause 3, the Company grants to the Licensee a perpetual, non-exclusive, non-transferable license to use the Software for the Licensee’s own internal business purposes for one Data Warehouse Repository for that number of seats, object sets and usage identified in the License Fee invoice and confirmed by you when using the WhereScape RED License Key, in accordance the terms and conditions of this Agreement.

2.2 The Licensee acknowledges that the License Fee contains an amount for provision of Support Services for the Initial Support Period but that this amount does not include any Additional Fees (as that term is defined in the Support Agreement) which may be payable during the Initial Support Period in accordance with the terms of the Support Agreement.

2.3 The Support Services will commence on the date of the invoice for the License Fee unless otherwise agreed in writing between the parties.

2.4 For the avoidance of doubt the continuation of the License will not be dependant on the Support Agreement continuing beyond the Initial Support Period.

2.5 Either party may terminate the Support Agreement with effect from the end of the Initial Support Period in accordance with the Support Agreement.

2.6 Should the Support Agreement continue on after the Initial Support Period, the Licensee will pay additional Support Fees in accordance with the Support Agreement.

- 2.7 Where the Licensee has been using the Company's Restricted Software, commencement of this Agreement shall terminate the license associated with that Restricted Software.

3. Payment

- 3.1 The Licensee will pay the License Fee and any subsequent Support Fees , plus GST, VAT, and/or such other similar taxes as may be applicable including remittance, sales, use, excise, stamp and value added taxes to the Company within 20 days of the date of the relevant invoice.
- 3.2 The Licensee is responsible for payment of all duties or taxes. Import duty, where applicable, will be charged by the Company at the rate in effect on the invoice date.
- 3.3 If the Licensee is required by law to make any deduction or withholding from the License Fee or any other amount paid or payable by it under this Agreement then the License Fee or other amount payable by the Licensee in respect of which that deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after that deduction, withholding or payment is made, the Company receives and retains (free from any liability in respect of any such deduction, withholding or payment) a net amount equal to the amount which it would have received and so retained had no such deduction, withholding or payment been made.

4. Protection of proprietary rights

- 4.1 The Licensee acknowledges that the Proprietary Rights in the Software and Documentation belong to the Company and the Licensee will not dispute such ownership.
- 4.2 The Licensee may not copy the Software or Documentation in whole or in part in any visual or machine readable form, except to the extent that such copying is necessary for the Licensee's own back up purposes.
- 4.3 The Licensee undertakes that it will:
- (a) not reproduce, translate, reverse-engineer, adapt, vary or modify the Software nor communicate the same to any person except as permitted by this Agreement;
 - (b) not transfer, assign or otherwise deal in or grant a security interest in the Software, the Documentation or the Licensee's rights under this Agreement;
 - (c) maintain all copyright notices on the Software and Documentation; and
 - (d) notify the Company in writing immediately if it has knowledge of the existence of any circumstances which may suggest that any person may have unauthorised knowledge, possession or use of the Software or Documentation.
- 4.4 The Licensee's obligations under this clause 4 will survive termination of this Agreement.

5. Warranty

- 5.1 The Company warrants that it has full power and authority to license the Software to the Licensee.
- 5.2 The Company warrants that to the best of its knowledge and belief the Software does not infringe any copyright or any US patent.
- 5.3 If the Company reasonably believes that the Software or Documentation may infringe the intellectual property rights of a third party, the Company may in its absolute discretion and at its own expense do one or more of the following:
- (a) defend any claim of infringement and the Licensee will permit the Company to control the defence and settlement of the claim for infringement and co-operate with the Company in the defence and settlement of the claim; or
 - (b) replace or modify the Licensed Software so that it becomes non-infringing; or
 - (c) obtain a license for the Licensee to continue using the Licensed Software; or
 - (d) terminate this Agreement and refund the Residual Amount. For the purposes of this clause the "Residual Amount" shall be that proportion of the License Fee paid under this Agreement amortised over a period of five years starting from the date of the invoice for the License Fee, down to and thereafter remaining at a base level of 10% of the License Fee
- 5.4 The Company does not warrant that the Software will meet the Licensee's requirements whether or not these requirements have been made known to the Company.
- 5.5 The Company warrants that, during the Warranty Period, the Software will function substantially in accordance with the Documentation. The Licensee acknowledges that the Software is of a complicated and technical nature and may have minor or inherent defects.
- 5.6 The Company will not be liable for any failure of the Software if alterations to the Software have been made by any person other than the Company, (unless such alterations have been made with the Company's prior written consent) or if the failure has arisen as a result of the Software not being used in accordance with the Documentation.
- 5.7 Should any defects or errors occur in the Software during the Warranty Period the Licensee will notify the Company and provide documented examples of any defects or errors in the Software.
- 5.8 Upon the Licensee providing examples of defects or errors in the manner set out in clause 5.7, the Company will use reasonable endeavours to correct the Software.
- 5.9 Where the Company is unable to correct the Software pursuant to clause 5.8 the Company may (and the Licensee's sole and exclusive remedy shall be limited to) at the Company's discretion:
- (a) replace the Software in whole or in part with alternative software that fulfils the same purpose and performs to the levels set out in the Documentation;
 - (b) refund the License Fee paid under this Agreement.

6. Limitation of liability

- 6.1 Except as expressly provided in this Agreement, all representations or warranties (statutory, express or implied), except any which may not lawfully be excluded, are expressly excluded, including without prejudice to the generality of the foregoing, the implied warranties of merchantability and fitness for a particular purpose.
- 6.2 Notwithstanding anything in this Agreement to the contrary, the Company will not be liable under the law of tort, contract or otherwise for any loss of profits or any indirect or consequential loss or damage, however caused, arising out of or in connection with the use of the Software.
- 6.3 The Company's liability to the Licensee arising out of all claims for damages under this Agreement will not exceed in aggregate the total amount of the License Fee actually paid by the Licensee.

7. Default and termination

- 7.1 The Company may terminate this Agreement immediately by notice in writing to the Licensee if the Licensee:
 - (a) breaches any of its obligations under this Agreement and fails to remedy the breach within 14 days after notice from the Company requiring the breach to be remedied;
 - (b) becomes bankrupt, goes or is put into liquidation, has a receiver or statutory manager appointed of any of its assets, becomes insolvent, ceases to carry on its business or makes any composition or arrangement with its creditors.
- 7.2 The Licensee may terminate this Agreement at any time immediately by notice in writing to the Company.
- 7.3 Immediately following termination of this Agreement the Licensee must, at the Companies option, either destroy or deliver to the Company all copies of the Software and Documentation in whatever form possessed by the Licensee.

8. Publicity and Press Release

The Company:

- (a) may while this Agreement continues:
 - (i) use the Licensee's name or logo on the Company's website;
 - (ii) use the Licensee's name or logo in the Company's collateral marketing materials relating to the Software;
- (b) may issue a press release announcing the Licensees use of the Software;
- (c) may write and publish a case study detailing Licensee's use of the Software, the project(s) for which the Software was used, and the business and technical benefits arising from the project(s);
- (d) use the Licensee as a reference for the Software provided that if the Company is aware that a third party proposes contacting the Licensee the Company shall notify the Licensee and arrange a time that is suitable for the third party to make such contact.

9. Confidentiality

- 9.1 Both parties will preserve the confidentiality of all Confidential Information of the other obtained in connection with this Agreement. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement. The Licensee will require its officers, employees and agents not to use, disclose or copy any Confidential Information for any purpose except as permitted by this Agreement.
- 9.2 Notwithstanding clause 9.1 a party may disclose Confidential Information which it is obliged by law to disclose, provided that it has first advised the other party of this obligation, has allowed the other party reasonable time to avoid the disclosure having to be made, and has given the other party such assistance (at the other party's own cost) as the other party reasonably requests in doing this.
- 9.3 The obligations of the parties to ensure non-disclosure and confidentiality of Confidential Information under this clause 9 will survive termination of this Agreement.

10. Dispute resolution

- 10.1 If a dispute arises out of or relates to this Agreement (the **Dispute**) a party to the Agreement may not commence any court or arbitration proceedings relating to the Dispute unless it has complied with the following paragraphs of this clause except where the party seeks urgent interlocutory relief.
- 10.2 A party claiming the Dispute has arisen under or in relation to this Agreement must give written notice to the other party specifying the nature of the Dispute.
- 10.3 On receipt of that notice, the parties will use all reasonable endeavours to resolve the Dispute by discussion, consultation, negotiation or other informal means such as mediation.
- 10.4 If the Dispute is not resolved within 15 Working Days of the notice being given pursuant to clause 10.2 (or within such further period agreed in writing by the parties) either party may, by giving written notice to the other party, require the Dispute to be determined by the arbitration of a single arbitrator. The arbitrator will be appointed by the parties or, failing agreement within 5 Working Days of the notice requiring arbitration, by the President or Vice President of the New Zealand Law Society on application of either party. The arbitration will be conducted as soon as possible and in accordance with the provisions of the Arbitration Act 1996.

11. Force Majeure

- 11.1 Neither party hereto will be held to have committed a breach of this Agreement by virtue of any failure on its part caused by governmental or local governmental interference, statute, regulations, restrictions, law, control, war, strike, lockout, go slow, work to rule, fire, flood, civil disturbance or other cause beyond its reasonable control and for which it is not responsible.

12. General

- 12.1 Any notice to be given in terms of this Agreement must be made in writing, by email or by facsimile transmission sent to the registered office or principal place of business of the other party or to such other address as may be notified by either party to the other from time to time. Any communication by email or facsimile transmission will be deemed to be received when transmitted to the correct email or facsimile transmission address of the recipient. Any other communication in writing will be deemed to be received when left at the specified address of the recipient or on the third day following the date of posting.
- 12.2 No waiver of any breach of this Agreement will be deemed to be a waiver of any other or any subsequent breach. The failure of any party to enforce any provision of this Agreement will not be interpreted as a waiver of the provision.
- 12.3 Except to the extent a previous written agreement expressly overrides this Agreement, this Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, commitments and/or writings, provided that, where a confidentiality agreement has previously been signed by the parties, that confidentiality agreement will continue in full force and effect, except to the extent of any inconsistency with this Agreement.
- 12.4 No alteration of this Agreement will be binding unless it is in writing and executed by both parties.
- 12.5 The Licensee may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the Company. A change in the ownership of the Licensee is deemed to be an assignment of the Agreement.
- 12.6 If any provision of this Agreement is invalid or unenforceable, the remaining provisions of this Agreement will not be affected and will continue in full force.
- 12.7 This Agreement may be executed by the parties in counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement.
- 12.8 The Licensee will not export, directly or indirectly, the Software, or a direct product from the Software, or any technical data relating to the Software, from New Zealand to the US unless the Licensee obtains the written permission of the Company and, if appropriate, the New Zealand Government and the Office of Export Licensing of the US Department of Commerce.
- 12.9 This Agreement is subject to the laws of New Zealand and the parties submit to the jurisdiction of the New Zealand courts. In addition to any other rights and remedies available to the Company for breach of this Agreement, the Company will be entitled to enforcement by court injunction or restraining order.

Annex A - Support Agreement

This **Support Agreement** is made:

between **WhereScape USA, Inc of Portland, Oregon (the "Company")**
and **You (the "Client")**

Introduction

The Client has acquired a license for the Software (as defined below). The Company requires that any licensee of the Software acquire Support Services (as defined below) for the initial 12 month period. After that initial 12 months the Company will continue to provide the Support Services for the period that this Support Agreement continues.

General Terms

1. Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:
- Additional Fees** has the meaning set out in clause 2.4;
- Commencement Date** means the date of the invoice for the License Fee;
- Confidential Information** means all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including terms of this Agreement, but does not include information which is, or becomes publicly available other than through unauthorised disclosure by the other party. In the case of the Company, the term Confidential Information includes the Software and the Documentation;
- Fault** means a failure of the Software to operate in accordance with its published specifications;
- License Agreement** means the license agreement for the Software, to which this Agreement is annexed;
- License Fee** has the meaning set out in the License Agreement;
- Software** means the object code version of the WhereScape Red software application;
- Support Services** means the investigation, diagnosis, repair and correction of faults as detailed in Schedule A

and the provision of new versions or updates of the Software (if any) developed and made generally available by the Company;

Support Charges means the annual fee payable by the Client for the provision of the Support Services as identified in the invoice for the License Fee, or such amended amount as the Company may advise from time to time in accordance with clauses 3.4 and 3.5, but excludes any Additional Fees;

Support Hours means 8.30 am until 5 pm (NZ time) on Working Days;

Support Period means the period from the Commencement Date until the date on which this Agreement is terminated pursuant to clause 6; and

Working Day means a day on which businesses and banks in Auckland, New Zealand are generally open for business.

1.2 In this Agreement:

- (a) clause and other headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Agreement;
- (b) the word **person** includes a corporation; and
- (c) words importing the singular include the plural and vice versa.

2. Support Services

- 2.1 In consideration of the Support Charges the Company will provide to the Client Support Services for the Software during the Support Period.
- 2.2 The Company will not be obliged to provide support or training other than that which it customarily provides to its other clients for similar software.
- 2.3 Support Services will be provided during the Support Hours. The Company will ensure that suitable qualified personnel are used in the provision of Support Services and will use its reasonable endeavours to provide Support Services promptly.
- 2.4 The Company may charge additional fees ("**Additional Fees**") at its then current hourly rates (as advised from time to time) for Support Services resulting from:
 - (a) Support Services requested by the Client to be provided outside Support Hours;
 - (b) improper use or misuse of the Software, including failure to adhere to any written or verbal operating instructions or procedures laid down by the Company;
 - (c) preparation and/or provision of additional or replacement software;
 - (d) repair of the Client's data in excess of two hours on any one occasion; or
 - (e) unauthorised maintenance, alteration or modification made to the Software by any person other than the Company.
- 2.5 Nothing in this Agreement will require the Company to carry out without extra charge any alteration or modification to the Software.

3. Support Charges and Other Payments

- 3.1 The Client will pay the Support Charges annually in advance. Any Additional Fees for Support Services will be invoiced monthly in arrears.
- 3.2 The Company may withhold Support Services until all amounts due by the Client to the Company under this Agreement have been paid in full.
- 3.3 If the Client defaults in payment of any instalment of the Support Charges or other moneys payable under this Agreement the Company may (without prejudice to its other rights) charge interest on the unpaid amount from the due date until the date of actual payment at 2% per annum over the base overdraft facility rate charged by the Company's bankers from time to time.
- 3.4 The Company may increase the Support Charges for the Software by giving not less than one month's written notice. Upon giving notice the Support Charges will increase with effect from the next anniversary of the Commencement Date following expiry of the notice period.
- 3.5 Notwithstanding clause 3.4, if the Client alters the system configuration of the Software, purchases additional or replacement software or alters the number of seats for the Software, the Company may adjust the Support Charges to reflect its then current charges for the new configuration, software or number of seats and the Client will pay the adjusted Support Charges from the date on which the change occurs.
- 3.6 The Client will pay the Support Charges and any Additional Fees, plus GST, and/or such other similar taxes as may be applicable including remittance, sales, use, excise, stamp and value added taxes to the Company within 20 days of the date of the relevant invoice.
- 3.7 The Client is responsible for payment of all duties or taxes. Import duty, where applicable, will be charged by the Company at the rate in effect on the invoice date.
- 3.8 If the Client is required by law to make any deduction or withholding from the Support Charges, Additional Fees or any other amount paid or payable by it under this Agreement then the Support Charges, Additional Fees or other amount payable by the Client in respect of which that deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after that deduction, withholding or payment is made, the Company receives and retains (free from any liability in respect of any such deduction, withholding or payment) a net amount equal to the amount which it would have received and so retained had no such deduction, withholding or payment been made.

4. Confidentiality

- 4.1 Both parties will preserve the confidentiality of all Confidential Information of the other obtained in connection with this Agreement. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement. The Client will require its officers, employees and agents not to use, disclose or copy any Confidential Information for any purpose except as permitted by this Agreement.
- 4.2 Notwithstanding clause 4.1 a party may disclose Confidential Information which it is obliged by law to disclose, provided that it has first advised the other party of this obligation, has allowed the other party reasonable time to avoid the disclosure having to be made, and has given the other party such assistance (at the other party's own cost) as the other party reasonably requests in doing this.
- 4.3 The obligations of the parties to ensure non-disclosure and confidentiality under this clause 4 will survive termination of this Agreement.

5. Limitation of liability

- 5.1 Except as expressly provided in this Agreement all representations or warranties (statutory, express or implied), except any which may not lawfully be excluded, are expressly excluded.
- 5.2 Notwithstanding anything in this Agreement to the contrary, the Company will not be liable under the law of tort, contract or otherwise for any loss of profits or any indirect or consequential loss or damage.
- 5.3 The Company's liability to the Client arising out of all claims for damages under this Agreement will not exceed in aggregate the total annual amount of the Support Charges actually paid by the Client.
- 5.4 The Company will not be in default by reason of any failure to perform its obligations under this Agreement caused by any act or any event beyond the Company's control. In any such event the Company will use its reasonable endeavours to resume its obligations under this Agreement as soon as possible.

6. Default and termination

- 6.1 The Client may terminate this Agreement by giving the Company 90 days written notice at any time. The Company may terminate this Agreement with effect from the next anniversary of the Commencement Date by giving the Client not less than 90 days written notice.
- 6.2 Provided that no such notice will have effect prior to the first anniversary of the Commencement Date, the Client may terminate this Agreement with immediate effect by giving the Company written notice within 20 days of the date of an annual invoice for Support Charges.
- 6.3 The Company may by written notice to the Client terminate this Agreement immediately if:
 - (a) the Client's licence to use the Software is terminated for any reason;
 - (b) the Client breaches any of its obligations under this Agreement and fails to remedy such breach within fourteen days after notice from the Company specifying the breach and requiring it to be remedied; or
 - (c) the Client becomes bankrupt or goes into liquidation or has a receiver or statutory manager appointed of its assets or any of them or becomes insolvent, ceases to carry on its business or makes any composition or arrangement with its creditors.
- 6.4 In the event of termination by:
 - (a) the Client in accordance with clause 6.1 or 6.2; or
 - (b) the Company in accordance with clause 6.3,the Client will not be entitled to a refund of any Support Charges for unused Support Services.
- 6.5 In the event of termination the Client must deliver to the Company all copies of the documentation relating to the Support Services in whatever form possessed by the Client.

7. Disputes

- 7.1 If a dispute arises out of or relates to this Agreement (the **Dispute**) a party to the Agreement may not commence any court or arbitration proceedings relating to the Dispute unless it has complied with the following paragraphs of this clause except where the party seeks urgent interlocutory relief.
- 7.2 A party claiming the Dispute has arisen under or in relation to this Agreement must give written notice to the other party specifying the nature of the Dispute.
- 7.3 On receipt of that notice, the parties will use all reasonable endeavours to resolve the Dispute by discussion, consultation, negotiation or other informal means such as mediation.
- 7.4 If the Dispute is not resolved within 15 Working Days of the notice being given pursuant to clause 7.2 (or within such further period agreed in writing by the parties) either party may, by giving written notice to the other party, require the Dispute to be determined by the arbitration of a single arbitrator. The arbitrator will be appointed by the parties or, failing agreement within 5 Working Days of the notice requiring arbitration, by the President or Vice President of the New Zealand Law Society on application of either party. The arbitration will be conducted as soon as possible and in accordance with the provisions of the Arbitration Act 1996.

8. General

- 8.1 Any notice to be given in terms of this Agreement must be made in writing, by email or by facsimile transmission sent to the registered office or principal place of business of the other party or to such other address as may be notified by either party to the other from time to time. Any communication by email or facsimile transmission will be deemed to be received when transmitted to the correct email or facsimile transmission address of the recipient. Any other communication in writing will be deemed to be received when left at the specified address of the recipient or on the third day following the date of posting.
- 8.2 No waiver of any breach of this Agreement will be deemed to be a waiver of any other or any subsequent breach. The failure of any party to enforce any provision of this Agreement will not be interpreted as a waiver of the provision.
- 8.3 This Agreement along with the License Agreement constitutes the entire agreement between the parties with respect to the Support Services and supersedes all previous negotiations, commitments and/or writings, provided that, where a confidentiality agreement has previously been signed by the parties, that confidentiality agreement will continue in full force and effect, except to the extent of any inconsistency with this Agreement.
- 8.4 Except as provided in clauses 3.4 and 3.5, no alteration of this Agreement will be binding unless it is in writing and executed by both parties.
- 8.5 The Client may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Company.
- 8.6 If any provision of this Agreement is invalid or unenforceable, the remaining provisions of this Agreement will not be affected and will continue in full force.
- 8.7 This Agreement is subject to the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts. In addition to any other rights and remedies available to the Company for breach of this Agreement, the Company will be entitled to enforcement by court injunction or restraining order.

Schedule A

A.1 Definitions of Priorities for Faults

Priority A - Critical Impact: A Fault which is preventing the undertaking of the Client's business operations and circumvention is not available or appropriate.

Priority B - Moderate Impact: A Fault that is impacting on the Client's business operations but circumvention is available and appropriate.

Priority C - Minimal Impact: A Fault notified by the Client but which is not having a significant adverse effect on the Client's business operations.

A.2 Determination of Priorities

The Company shall categorise each Fault in accordance with Clause A.1 as it, in its reasonable opinion, deems appropriate and advise the Client accordingly. If the Client disagrees with the Company's categorisation of any Fault the Company and the Client shall discuss within two Working Days and endeavour to resolve the disagreement, failing which the dispute resolution provisions will apply.

A.3 Fault Notification Procedures

The Client may notify the Company of a Fault via the agreed method at any time during the Support Hours by contacting the Company using the following contact process:

Forum	<www.wherescape.com>
Contact hours	Support Hours
Details Required	Full description of the Fault, including its requested priority

A.4 Response Times

The Company shall respond to the Client's Fault notification during the Support Hours within the response times set out below:

Fault Priority A	2 Working Days
Fault Priority B	5 Working Days
Fault Priority C	20 Working days

In the case of Priority A Faults the Company shall provide the Client with updates on the resolution progress at regular intervals not less than every two Working Days unless otherwise agreed by the Client and the Company.

A.5 Fault Resolution

The Company shall undertake to use all reasonable efforts to resolve Faults through the following mechanism:

Fault Priority A	Special release
Fault Priority B	In the next product release cycle
Fault Priority C	In a future product release cycle