

KLAS TECHNICAL ASSISTANCE CENTRE (KTAC)

TERMS

These terms relate to KTAC purchased in respect of Products supplied by Klas LTD or Klas Telecom, Inc. ("Klas") to the customer (the "Customer").

1. Technical Support

- 1.1 During the Term of this Agreement, Klas will provide KTAC to the Customer, which provides troubleshooting, firmware/software updates, asset management and tracking, vulnerability and security concern reporting, 8x5 email and phone support, and access to a full knowledge base via www.klasgroup.com/support/.
- 1.2 The "Term" of this Agreement is the term of the period of KTAC purchased for the Product.
- 1.3 "Service Offering(s)" means the different service options offered by Klas for the Products or any part of them and for varying periods, as described in Klas' published literature, including Customer's Invoice.

2. Exceptions to KTAC

- 2.1 Unless expressly provided by agreement of Klas and the Customer in writing and/or by the terms of the Service Offering, KTAC does not include: -
 - (a) support of non-Klas branded Products or Products which are not standard Klas assemblies or configurations as defined on Klas' published price list on Klas website;
 - (b) correction or avoidance of software defects or errors or the loading or re-loading of a Customer's application software or the Customer's data or any re-configuration of the Products beyond loading the operating system software (i.e. basic install of the OS and Drivers using the factory supplied CDs) as carried out before shipment;
 - (c) support for diskettes, printing ribbons, typefaces or other consumable supplies;
 - (d) support Electrical or other environmental parts external to the Products; and
 - (e) support of any attachments or associated products which do not form part of the Products.

3. Customer's Obligations

- 3.1 During the continuance of this Agreement, the Customer shall: -
 - 3.1.1 Use and Care
 - (a) Make sure that proper environmental conditions (those (if any) defined in the relevant Product user manuals) are maintained for the Products and shall further maintain in good condition the place where the Products are situated, the cables and fittings to the Products and associated with the Products, and the electricity supply thereto.
 - (b) Ensure that the Products are used in a proper manner, in accordance with the Product user manuals and by competent trained employees only or by persons under their supervision.

- (c) Carry out any minor maintenance requirements recommended by Klas (or recommended in the relevant Product user manual) from time to time.
- (d) Use on or with the Products only such accessory, attachment, component or additional equipment or products as Klas recommends, or are recommended in accordance with the Product user manuals, or are commonly and properly used on or with the Products.

3.1.2 Notification and Information

- (a) Make available to Klas, free of charge, such information as may be necessary to enable Klas properly to conduct diagnosis as part of the KTAC service, and in addition, such programs, operating manuals and information to enable Klas properly to perform its obligations under this Agreement and shall use its best endeavours to provide staff familiar with the Customer's programs and operations, which staff shall co-operate fully with Klas personnel operating KTAC.
- (b) Database and Software: Keep full security copies of any of the Products comprising Software and of the Customer's programs, databases and computer records in accordance with best computing practice and in any case before requesting services from Klas. The Customer acknowledges that they are responsible for re-loading their own application software after any such services have been provided. It is the Customer's responsibility to backup data on the system. Klas will not be responsible for loss of or damage to data or loss of use of any of the computer or network systems.

3.2 To receive KTAC, the Customer is responsible for complying with the following:

- (a) Have relevant information. The Customer can help the technician serve better if the Customer has the following information and materials ready; the Customer's Invoice and serial numbers; model number; the current version of the operating system being used; and the brand names and models of any peripheral devices being used.
- (b) Explain the Problem to the Technician. The Customer should describe the problem the Customer is having with the Product. Let the technician know what the error message is and when it occurs; what was being done when the error occurred; and what steps have already been taken to solve the problem.
- (c) Cooperate with the technician. Listen carefully to the technician and follow the technician's directions.
- (d) Until the customer has complied with the above procedures, Klas cannot provide the customer with KTAC.

4. Remedial Support outside Warranty

- 4.1 Upon receipt of notification from the Customer that the Products have failed or are malfunctioning outside warranty, and in the event, that the fault cannot be rectified using KTAC, Customer shall contact Klas to arrange inspection by Klas of the Product for inspection to determine the repairs necessary. Whether this is achieved remotely, or by shipping the Product to Klas at Customer expense, or by an on-site visit by a Klas engineer will be determined by Klas in its discretion.
- 4.2 Klas shall, following its inspection of the Product, provide Customer with a quote for repair or refurbishment at its then current rates. Klas shall not be obliged to carry out any such repairs

or refurbishment without first having accepted an order for same based on the quote provided.

- 4.3 Klas will use all reasonable endeavours during the Standard Service Hours to make such corrections, repairs or adjustments to or replace such parts of the Products as may be necessary to restore the Products to their proper operating condition. The extent of such remedial support and whether this is achieved remotely or by an on-site visit by a Klas engineer will be determined by Klas in its discretion.
- 4.4 Klas' "Standard Service Hours" means the hours between 9.00 a.m. and 5.00 p.m. GMT each day excluding Saturdays, Sundays and public holidays. Additional service hours may be available at Klas's discretion in consideration of the payment of additional fees.

5. Liability

- 5.1 Klas warrants that KTAC will be performed in a good and workmanlike manner. Except as expressly stated in the preceding sentence, Klas makes no express or implied warranties with respect to KTAC, including but not limited to any warranty relating to third party products, any warranty with respect to the performance of any hardware or software used in conducting services, any express or implied warranties concerning the results to be obtained from the services or warranties concerning the results to be obtained from the services or the results of any recommendation Klas may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation Klas may provide. Nothing in this agreement or any other written documentation or any oral communications with customer may later alter the terms and conditions of this paragraph.
- 5.2 Klas shall not be liable for any loss or damage sustained or incurred by the Customer or any third party (including without limitation any loss of use of the Products or loss of or spoiling of any of the Customer's programs or data) resulting from any lines down or fault in the Products, unless such lines down or fault is caused by the negligence or wilful misconduct of Klas, its employees, agents or sub-contractors, or to the extent that such loss or damage arises from any negligent delay by Klas in providing the particular services purchased by the Customer and then only to the extent not excluded by this Agreement.
- 5.3 The Customer shall indemnify Klas and keep Klas fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of this Agreement.
- 5.4 Klas' total liability to the Customer under this Agreement in respect of each event or series of connected events is limited to the amount paid by the Customer for the relevant services (which gives rise to the claim) purchased by the Customer as evidenced on the Invoice.
- 5.5 Any service response times stated by Klas in the Service Offerings are approximate only and shall not form part of the Contract. Klas will use all reasonable endeavours to meet the stated response times, however Klas shall not be liable for any direct or indirect loss or damage arising from its failure to meet such response times, howsoever occasioned. "Service Offering(s)" means the different service options offered by Klas for the Products or any part

of them and for varying periods, as described in Klas' published literature, including Customer's Invoice.

- 5.6 Notwithstanding anything else contained in this Agreement, Klas shall not be liable to the Customer for loss of business, profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or otherwise.
- 5.7 Some services may require Klas to access hardware or software that is not manufactured by Klas. Some manufacturers' warranties may become void if Klas or anyone else, other than the manufacturer or its authorized representative, works on the hardware or software. Klas does not take responsibility for third party warranties or for any effect that the Klas services may have on those warranties.

6. Miscellaneous

- 6.1 **Waiver:** Except as otherwise expressly provided for in this Agreement, no forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach, and no right, power or remedy herein conferred upon or reserved for either party, is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- 6.2 **Subcontracting:** Klas has the right to subcontract the services provided under this Agreement to any of its authorized service providers.
- 6.3 **Severance:** If any provision of this Agreement (including terms contained in a relevant Service Offering) is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected thereby.
- 6.4 This Agreement is made under and shall be governed by, and construed in accordance with, the laws of Ireland. The exclusive venue for all legal actions or proceedings relating to this Agreement shall be the courts in Ireland, and each party consents to such personal jurisdiction and waives all objections thereto.
- 6.5 Klas shall have the right to modify this Agreement at any time. Notice of such modifications may be given to Customer by posting such changes on Klas' website.