

MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

This Maintenance and Technical Support Agreement (the “Agreement”) is made by and between

DEKRA Testing and Certification S.A.U., a corporation organized and existing under the laws of Spain with principal offices at:

Parque Tecnológico de Andalucía

C/ Severo Ochoa, 2

29590 - Málaga

SPAIN

Hereinafter called "**DEKRA**"

and

[refer to the associated offer for the customer information

Hereinafter called "the **Customer**"

WHEREAS, DEKRA is to provide Maintenance and Technical Support to the Licensed Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set for herein, DEKRA and the Customer agree as follows:

ARTICLES

1. LICENSED PROPERTY

The Licensed Property subject to Maintenance and Technical Support Services is shown in the associated offer.

2. TERM

Unless otherwise stated in the offer, DEKRA Maintenance and Technical Support Services, including pricing, comprise a 12 month support period, commencing the Effective Date of the acquisition of the Licensed Property or after a previous maintenance and technical support services agreement is completed.

DEKRA is not obligated to provide maintenance and technical support services beyond the end of the Maintenance and Technical Support Services agreement period.

3. PRICE CONDITIONS AND REINSTATEMENT

Maintenance and Technical Support Services fees are due and payable annually and in advance prior to the Maintenance and Technical Support Services agreement period.

Price conditions and payment terms are shown in the associated offer.

If the Maintenance and Technical Support Services agreement expires and/or was not originally purchased with the Licensed Property, a prorated reinstatement fee may be assessed.

The reinstatement fee is computed as follows:

- 0-3 months overdue, then the reinstatement fee is 25% of the last annual maintenance and technical support services fee the Customer paid for the service.
- 3-12 months overdue, then the reinstatement fee is 50% of the last annual maintenance and technical support services fee the Customer paid for the service.
- More than 12 months overdue, then the reinstatement fee is 150% of the last annual maintenance and technical support services fee the Customer paid for the service.

In addition to the reinstatement fee described above, the Customer must pay the maintenance and technical support services fee for the support period.

4. MAINTENANCE SERVICES

a. **CONTENT.** The “Maintenance Services” means software maintenance services which comprise the delivery of software updates for fixing bugs of the features and functionalities included in the Software’s version corresponding to the License acquired during the Maintenance and Technical Support Services period. In case of Software Upgrades, DEKRA may stop providing maintenance services regarding previous versions, at its sole discretion, once the contracted term of maintenance service has ended, and DEKRA has sent a written notification.

b. **SOFTWARE UPDATES/ SOFTWARE MAINTENANCE RELEASES.** New software updates or maintenance releases which may include software code repairs. The Maintenance Services Fee includes the processing of forty (40) maintenance requests or other requests (“Incidents”) per Permitted Number of licenses per twelve (12) month maintenance services period. These software updates/ releases will be delivered as they become available. Software updates/ releases are usually considered subsequent releases of the Licensed Property. Notifications of available software updates/ releases and documentation will be sent periodically to the registered Customer email address DEKRA has on file for the License. The software updates/releases and documentation may be downloaded from the DEKRA website.

c. **SOFTWARE UPGRADES/ NEW VERSIONS OF SOFTWARE.** Providing access to new versions of software which may include new capabilities to the Software as needed. New versions will be released at the sole discretion of DEKRA. DEKRA is under no obligation to develop any new software features or functionality as part of this agreement. Software upgrades are expressly excluded of this Agreement.

d. **INCIDENTS NOT COVERED.** The Maintenance Services provided shall not cover software changes related to the Licensed Property features and functionality not specified by the Licensed Property product description. The correction of errors caused by the incorrect use of the Software

and conflicting with this Agreement, industry standards, documentation, or the instructions provided by DEKRA or attributable to a non-Supplier product change, and correction made by the Customer or a third party is not covered.

e. **CHANGES TO DOCUMENTATION.** If DEKRA provides the Customer with a software change, DEKRA shall deliver the corresponding changes to the documentation related to such Software Change to the Customer at the same time.

f. **MAINTENANCE CONTACT.** DEKRA provides the Customer with a single user-account and login credentials for secure access to an DEKRA managed web interface for documentation downloads. The web interface is: www.at4wireless.com/customers-area.html. The Customer must keep safely its credentials. Use of the credentials and communication of credentials, even to third parties, will be under the sole responsibility of Customer.

5. TECHNICAL SUPPORT SERVICES

a. **CONTENT.** The “Technical Support Services” shall mean technical services provided in order to respond to the Customer with respect to inquiries concerning the performance, functionality or operation of the Software during the Maintenance and Technical Support Services period. They also cover error diagnosis, and the direct response to Customer with respect to inquiries concerning the performance, functionality or operation of the Software. In case of Software Upgrades, DEKRA may stop providing technical support services regarding previous versions, at its sole discretion, once the contracted term of technical support service has ended, and DEKRA has sent a written notification. Technical Support Services contain limited number of Incidents.

b. **LOCATION.** DEKRA shall perform the Technical Support Services from its office(s). If separately agreed in writing, the error diagnosis can also be made at the Customer’s site. Travel and expenses are not covered in this Agreement.

c. **SERVICE LEVEL AND SERVICE HOURS.** The Technical Support Services Fee includes the processing of forty (40) technical support requests per twelve (12) month technical support services period. Where it may apply, Technical Support Services begin processing a technical support request within five (5) working days during normal business hours. Service hours are the office hours of DEKRA (Málaga - Spain). DEKRA may stop processing the technical support request and wait for the Customer to provide missing information for a technical support request and/or an example that illustrates the problem reported by the Customer. Maximum response time is up to ten (10) working days.

d. **OBLIGATION OF THE CUSTOMER.** The Customer shall provide identification of the instance of the Software Subject to the Technical Support Services in the problem report. Upon request, the Customer shall describe the problem in connection with the problem report, to demonstrate how the problem error occurs. The Customer shall be responsible for providing all supporting information requested by DEKRA’ Technical Support team for error diagnosis and correction. DEKRA shall be contacted in all matters related to the technical support service by the Customer’s contact person specified in this Agreement or otherwise in writing.

6. DEKRA CONTACT PERSON

If any assistance is required please contact DEKRA at the following:

- Phone: +34 952 619 333
- E-mail: trooper.es@dekra.com
- Mailing Address:

DEKRA Testing and Certification S.A.U.

Parque Tecnológico de Andalucía

C/ Severo Ochoa, 2

29590 Malaga - Spain

7. FORCE MAJEURE

Neither party shall be liable in any manner for failure or delay in fulfilment of all or part of this Agreement, directly or indirectly owing to any causes or circumstances beyond such party's control, including without limitation, war, hostilities, sanctions, mobilization, blockage, embargo, detention, revolution, riot, looting, lockout, plague or other epidemics, fire or flood.

8. LIMITATION OF LIABILITY

Except to the extent not permitted by applicable law, in no event and/or circumstances will DEKRA be liable for any indirect, special, incidental, exemplary, punitive or consequential damages suffered by the Customer, any party claiming on behalf the Customer, or any other party resulting from arising out of or related to this agreement, any addendum hereto or the performance or breach thereof or in respect of infringement of registered design or copyright which is based upon the use of the software in a manner for which the software was not designed, not permitted or in combination with equipment or devices not approved by DEKRA expressly approved in writing, including without limitation, damages for loss of business or profits, business interruption, damage or loss or destruction of data or loss of use of the licensed property, even if such party has been previously advised of the possibility of such damages. DEKRA aggregate liability under or in connection with this agreement will be limited to the amount paid by the Customer to DEKRA under this agreement, if any.

9. INDEMNITY

The Customer will indemnify, defend and hold DEKRA, including all of its owners, officers, directors, employees, agents, affiliates, partners and licensors harmless from and against any and all liability, losses, costs and expenses incurred by DEKRA or/and its owners, officers, directors, employees, agents, affiliates, partners and licensors regarding with any claim arising out of the use by the Customer of the Software and/or the violation of this Agreement by the Customer and/or the use or the alleged use of the Customer's login by any person.

DEKRA reserves the right to assume the control of any matter for which the Customer are required to indemnify DEKRA.

10. BREACH

Failure by either party to comply with the terms and conditions of this Agreement shall not constitute a breach unless the injured party shall have given the other party written notice of such failure and the other party shall not have cured said failure within thirty (30) days after the date of such notice.

11. TERMINATION

A. This Agreement is effective until terminated.

B. The Customer may terminate the Agreement at any time. Fees paid at this moment are not refundable.

C. DEKRA may terminate this Agreement:

1. At any time, with Effective Date at the end of the term, for any or no reason, communicating it to the Customer sixty days before the date of expiry of this Agreement or its extensions.
2. In the event of non-payment. DEKRA shall have the right to revoke the abovementioned services, provided DEKRA has given written notice of non-payment to the Customer and the Customer failed to remedy such default within thirty (30) days of such notice.

D. Both, DEKRA and the Customer may terminate the Agreement:

1. If the terms and conditions of this Agreement are breached as defined in “Breach” by either party, the injured party may, in addition to any other remedy available to it, terminate this Agreement immediately by sending written notice to the other. DEKRA has the right, without notice, to take legal action if the terms of this Article are violated.
2. Immediately by written notice to the other if the other party enters into any insolvency proceedings whether voluntary or involuntary, including bankruptcy, composition, liquidation or arrangement, or the equivalent thereof.

12. EXPORT REGULATIONS

The Customer agrees that the European Union export control laws and other applicable export and import laws govern the use of the Software by the Customer, including technical data. The Customer agrees that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, terrorist acts and nuclear, chemical or biological weapons proliferation.

13. GOVERNING LAW

The validity, construction and interpretation of this Agreement will be governed by the laws of the Kingdom of Spain. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded. The competent courts of Málaga City (Spain) shall have sole jurisdiction to hear actions deriving from or involving this Agreement and the performance hereof. Notwithstanding the

foregoing, DEKRA may seek injunctive or other equitable relief in any court of competent jurisdiction.

14. MISCELLANEOUS

a. **INDEPENDENT CONTRACTORS.** This Agreement shall not be deemed to create any partnership, joint venture agency or employment relation between the parties. Each party warrants that it is competent to enter into this Agreement and its signatory has been duly authorized to enter into this Agreement.

b. **BINDING EFFECT.** This Agreement and all the provisions hereof will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

c. **NOTICES.** Any notice or other communication provided for in this Agreement shall be in writing in English language and shall be send by fax with confirmation, postal mail, overnight mail, or, when digitally-signed, by email, as follows:

If to DEKRA, to:

DEKRA Testing and Certification S.A.U.

Att.: General Director

C/ Severo Ochoa, 2, Parque Tecnológico de Andalucía, 29590 Málaga. SPAIN.

Fax: +34 952 619 113

e-mail: management.es@dekra.com

If to the Customer:

To the Address and Data given by the Customer in the Software's Registration.

Any party may change its address by giving the other parties Notice in the manner herein set forth.

d. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

e. **ENTIRE AGREEMENT.** This Agreement and the Exhibits, if any, which are incorporated into this Agreement constitute the complete, sole and entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations, preliminary Agreements, correspondence or understandings, written or oral. This Agreement shall not be released or discharged, changed or modified in any manner except by written instruments signed by a duly authorized officer or representative of each of the parties hereto.

f. **ASSIGNMENT.** Customer agrees not to assign, transfer or otherwise dispose of this Agreement in whole or in part to any third party without the prior written consent of DEKRA.

g. REMEDIES. Remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity.

h. WAIVERS. A failure of a Party to enforce a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by a Party of any breach or default by the other Party shall operate as a waiver of any succeeding breach or other default or breach by such other Party. No waiver shall have any effect unless it is in writing.

i. HEADINGS. The article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.