



Support & Maintenance Contract

Version 1.2

Preamble

This support and maintenance contract (hereinafter referred to as the “Contract”) is an implicit contract by and between KEOLABS S.A.S. (hereinafter referred to as KEOLABS) and the purchaser of a KEOLABS testing platform or solution (hereinafter referred to as “Customer”). The Contract applies to all KEOLABS testing platforms and solutions including their hardware and software components, which have been purchased from KEOLABS or an authorized KEOLABS distributor.

1. Coverage Summary

All KEOLABS testing platforms and solutions benefit from a twelve (12) month support and maintenance service covering:

- Access to direct e-mail and telephone support during the period of coverage.
- Access to any relevant Software upgrades during the period of coverage.
- Repair of physical defects or malfunctions in KEOLABS platforms or accessories (hereinafter referred to as “Material”) that result from design or manufacturing errors, or are incurred under normal use conditions (see relevant user manuals) during the period of coverage.

Details and conditions of this coverage are further described in the following sections of the Contract.

It must be noted that upgrades, i.e. replacement of Material by more recent items, is not covered by the default maintenance period.

2. Period of Performance

The Contract is engaged implicitly between KEOLABS and the Customer for a period of twelve (12) months after the issuance of the Delivery Note of the testing platform or solution. The Contract terminates implicitly and without obligation to prior notification at the end of the twelve (12) month period of initial coverage.

The Contract may be extended by the Customer for a minimum period of twelve (12) months, unless otherwise accorded by KEOLABS. Approximately sixty (60) days prior to termination of the Contract, KEOLABS may notify the Customer by providing a Quote that includes pricing for the extension of the Contract for the minimum period. The Customer must provide KEOLABS a purchase order for the quoted Contract extension as notification of the intention to continue support and maintenance coverage. If Customer fails to provide a purchase order prior to the termination date of the active Contract, the Contract terminates implicitly at that date.

If the Contract is interrupted by the Customer for any reason, KEOLABS may at its sole discretion adjust the price of the Contract extension.



3. Support and Maintenance Services

3.1. Support

This Contract entitles the Customer to obtain technical assistance (hereinafter referred to as “Support”) from KEOLABS by email or telephone. Support means answers to questions relative to the problems encountered during the use for the KEOLABS testing platforms or solutions purchased by the Customer. Support excludes configuration of or resolution of problems related to any software, hardware or other products that are not KEOLABS products. It also excludes training and consulting services, and thus excludes, if applicable, questions relative to any modifications of KEOLABS Software or Material that are made by the Customer.

Support is initiated when Customer notifies KEOLABS support engineers through the Help Desk link accessible through the web site <http://support.keolabs.com>. The user must provide all information that will enable KEOLABS to provide an appropriate and timely response. This information may include but is not limited to:

- The serial number (unique identifier for a testing platform or software license).
- Software and/or firmware versions of KEOLABS tools.
- Descriptions of other software or material that is being used in testing whether provided by KEOLABS or a third-party.
- Description of the problem for which the Customer seeks support.

KEOLABS determines whether support is provided by email or telephone.

KEOLABS makes no promises, guarantees or assurances of any kind that it will be able to provide the support services that the Customer seeks. KEOLABS engages to do its best within the scope of the functionality of KEOLABS products to satisfy the Customer, whether that implies providing physical repairs, software fixes or workarounds to a problem.

KEOLABS provides a response to acknowledge the Customer request within one (1) business day.

Direct telephone and e-mail support is provided during open business hours of KEOLABS.

3.2. Maintenance

This Contract entitles the Customer to obtain repair services (hereinafter referred to as “Maintenance”) from KEOLABS. Maintenance means KEOLABS will make available to the Customer and as appropriate:

- Corrections to functional defects of KEOLABS Material resulting from design or manufacturing errors, or incurred under normal use conditions (see relevant user manuals) during the period of coverage.
- Releases, updates, upgrades, patches, and/or enhancements to KEOLABS software. Maintenance also covers the update or the addition of scripts in a test suite when an official release of a test specification, based on the same functional specification version, is published.

For Material Maintenance, after receiving a Customer request, KEOLABS support notifies the Customer of the authorization to send Material to KEOLABS for testing, repair or replacement. This notification includes the ship to address where maintenance will be done. KEOLABS will not service any Material for which an authorization by KEOLABS support has not been provided.

KEOLABS has no obligation to test, repair or ship any Material that is returned to KEOLABS without first being authorized by KEOLABS support. The authorization to return Material to KEOLABS is in no manner an acknowledgement of any defect.

For an authorized return of a Material, KEOLABS tests the Material and notifies the Customer of any repairs or calibration required to return the Material to its functional state. Damage due to inappropriate use of the Material may be charged to the Customer. After repair or calibration of a material, KEOLABS returns it to the Customer with a revised report showing the results of functional testing conducted after the repair or calibration of the Material.



When returning a product for Material Maintenance, the Customer is responsible for packaging and sending all of the Material (including platforms and accessories) requested for testing by KEOLABS support to the address indicated in the Maintenance authorization sent by KEOLABS support. KEOLABS liability will not be engaged if the shipment is received damaged and poorly packed.

Shipping costs for product returns for maintenance or repairs are treated as follows:

- For Material shipped to KEOLABS without prior authorization by KEOLABS support, all shipping costs are paid by the Customer.
- For Material covered by a Support and Maintenance Contract and authorized for return for maintenance by KEOLABS support, the Customer pays the shipping costs to return the product to KEOLABS. KEOLABS pays for the return shipping to the customer.
- During maintenance, if it is determined that damages are due to improper use of the Material by the Customer, KEOLABS may require that the Customer pay all related repair costs including all shipping costs.

In the case of software and firmware evolutions, the Customer is responsible for obtaining and installing any Software releases, updates, upgrades, patches or enhancements that are made available during the term of the Contract and made available via KEOLABS Download Center web site <https://support.keolabs.com>.

3.2.1. Annual Calibration Service with Contract Extension

The Customer may return their ContactLAB, ProxiSPY, ProxiLAB or antennas to KEOLABS for one (1) calibration if the Contract for that specific Material has been extended and the Customer's request for calibration is sent thirty (30) days prior to the end of its extended Contract.

Scheduling and response time for Calibration service depends on availability of KEOLABS technicians.

To benefit from the Calibration Service, the Customer submits a request for calibration to KEOLABS support (support@keolabs.com). The request must identify the Material to be calibrated by Serial Number.

KEOLABS notifies the Customer by email of the authorization, the ship to address and the schedule for the return of the Material for calibration. KEOLABS will not service any Material for which an authorization by KEOLABS support has not been provided.

Shipping costs for product returns for calibration are treated as follows:

- For Material shipped to KEOLABS without prior authorization by KEOLABS support, all shipping costs are paid by the Customer.
- For Material covered by a Support and Maintenance Contract and authorized for return for calibration by KEOLABS support, the Customer pays the shipping costs to return the product to KEOLABS. KEOLABS pays for the return shipping to the customer.

3.2.2. Maintenance Response Times

Scheduling and response time for maintenance and Calibration Service depends on availability of KEOLABS technicians. The Customer will be notified of the schedule and turnaround time when the Calibration service is scheduled.



4. Contract Additions

In the event that the Customer purchases additional Software or Functional Licenses for a Material from KEOLABS during the term of the Contract, KEOLABS will notify the Customer with a Delivery Note of the additional items. The support and maintenance service for the Customer's Software or Functional Licenses takes effect on the date of issuance of the Delivery Note.

5. Authorized Use of Support

Any person using the Customer's Material or Software covered by the Contract may seek Support. The Customer is responsible for all persons who seek Support pursuant to this Contract. KEOLABS shall have no responsibility for any unauthorized use of Support.

6. Termination for Cause

Either party may terminate this Contract in the following cases:

- Customer may provide at any time a thirty (30) day written notice of intent to remove any individual Software product(s) from coverage under the Contract. Support and maintenance may not be terminated for individual Software licenses that have been installed in multiple instances by the Customer. Termination of this Contract does not relieve the Customer of the obligation to pay for the full term of the Contract.
- KEOLABS may provide at any time a thirty (30) day written notice of its intent to terminate the Contract for any individual platform or software. KEOLABS will refund any amount prepaid by Customer for that current Contract from the date of termination for cause to the end of the current Contract period.

7. Payment

There shall be no refunds or credits for any unused Support and Maintenance or other unused services upon the termination of the Contract for any reason or at any other time. In the event that the Customer fails to pay KEOLABS pursuant to this Contract, KEOLABS' obligations to provide Support and Maintenance shall be suspended until reception of full payment for all fees, including late fees and interest that are due to KEOLABS.

8. No Transfer

Any reuse, transfer, assignment, or distribution of Support without the prior written permission of KEOLABS is prohibited. Any attempt to transfer, assign, or redistribute Support or Maintenance in violation of this section shall be a violation of the Contract and shall immediately terminate the Contract and all of Customer's rights under it.



9. Limitation of Liability

In no event shall KEOLABS or its suppliers be liable for any damages whatsoever, including but not limited to damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss, arising out of the use or inability to use its Software or Material, even if KEOLABS has been advised of the possibility of such damages.

10. Entire Agreement

The Contract constitutes an entire agreement with regard to the subject matter herein. The Contract supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of the Contract. The Contract may be amended by KEOLABS without prior notification.

If one or more of the provisions contained in the Contract is held invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

Confidentiality

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