

Contract No. 20231101

Atypon Systems, LLC
eXtyles® Software
END-USER LICENSE AND SUPPORT AGREEMENT

Atypon Systems, LLC (“Supplier”), 111 River Street, Hoboken, NJ 07030 USA, grants to:

UNMZ-CAS (“Customer”)

Address: Na Žertvách 132/24, 180 00 Praha 8

CZECH REPUBLIC

Phone: +420 XXXXXXXXXXXXX

Email: XXXXXXXXXXXXXXXX

Contact: Jakub Klatovský

and Customer accepts a non-exclusive license to use the software (“Software”) listed on Schedule A.

Both parties certify that they have read the attached **Terms and Conditions** and **Schedules** and agree to them in full.

Agreed to by:

ATYPON SYSTEMS,LLC

Agreed to by:

CUSTOMER:

[print or type company name]

Signed on its behalf by:

Signed on its behalf by:

Authorized signatory

Title: _____

Date: _____

Authorized signatory

Title: _____

Date: _____

ATYPON SYSTEMS, LLC eXtyles SOFTWARE END-USER LICENSE AGREEMENT

Terms & Conditions

1. Definitions

In the Agreement, the following definitions shall apply:

"Software" means the Software programs (as modified from time to time), listed on Schedule A in machine-readable binary form and the Documentation (defined below) supplied for use with such programs, licensed by Supplier to Customer under this Agreement. Software also includes maintenance releases, patches, and other software supplied under the Support Services (defined below) provisions of this Agreement (Schedule C). The parties may add additional Software to this Agreement by mutual written agreement.

"Dongle" shall mean a hardware key for ensuring that only authorized users can copy or use the Software.

"Named User" means an individual authorized by Customer to use the Software regardless of whether the individual is actively using the Software at any given time.

"Documentation" means the Software user and technical manual(s), advice available from Supplier's support web site pages and FAQs, and other user or technical support information as provided via email by Supplier's technical support services. All Documentation is provided in English.

"Prepaid Service Pack" means a discounted, prepaid non-refundable block of time for services as defined in Schedule E, to be requested by Customer and rendered by Supplier within 12 months of the payment.

2. Scope of Use

2.1 This Agreement permits Customer to use the Software on a non-exclusive, non-transferable basis, on its own data, for its own internal use only. The license grant is permanent unless terminated in accordance with the provisions of this Agreement. Customer's license to use the Software is limited to the number of Named Users stated on Schedule B (or such greater number as the Customer may have purchased from Supplier at Supplier's applicable pricing).

2.2 The Software does not support Microsoft Word running on platforms other than Windows client or server systems. Supplier is not obliged to support versions of Microsoft products that are no longer supported by Microsoft. Provisions regarding support of future versions of Microsoft products are as stated in Schedule C Section 2.4.

2.3 By written agreement, the parties may add additional Software modules made available by Supplier to this Agreement. Upon such written agreement and payment of the related amount due, the additional modules will thereafter be included in "Software" under this Agreement. No terms stated in any Customer purchase order or other document will modify this Agreement. Supplier reserves the right to require different or additional terms and conditions for the licensing of any additional modules.

2.4 Additional terms and conditions relating to the Software, Documentation, and licensed use thereof are stated in Schedules hereto.

3. Ownership

Supplier (either in its own right or under license) owns and will continue to own all copyright, patent, trademark, and all other property rights in the Software and Documentation (including, but not limited to, any new releases, upgrades and modifications to the Software and Documentation made or provided by Supplier pursuant to this Agreement, whether alone or with any contribution from Customer or its personnel).

No ownership rights are granted by this Agreement. Supplier reserves all rights not expressed granted.

4. Non-Disclosure

Customer acknowledges that the Software, Documentation, and all other information provided by Supplier that is identified as, or should reasonably be understood to be, confidential (collectively “Confidential Information”) constitute valuable and confidential property of Supplier. Except as licensed herein, the Confidential Information shall not be used, disclosed, sold, transmitted, transferred, or otherwise made available by Customer to any third party without the express written prior permission of Supplier.

Supplier will consider all information provided by the Customer that is not publicly available, confidential and will not disclose any part of such information to third parties.

5. Restrictions

5.1 Customer shall not permit or allow any third party to use the Software or Documentation. No remote access, time share, or service bureau use of the Software is permitted. Customer shall not decompile, disassemble, or reverse engineer any part of the Software. Customer may not remove Supplier’s proprietary legends and notices from the Software or Documentation. This Agreement and license grant does not extend to any parent, subsidiary, or affiliate of Customer.

5.2 Supplier reserves the right to use license management software to limit Customer’s use of the Software to limits stated in this agreement. Customer will not circumvent or attempt to circumvent such license management software.

5.3 Customer sites located in any countries except the United States, Canada, and the European Union must request from Supplier a separate version of the Software that requires a Dongle for installation and use of the Software. Customer shall not take any steps to defeat or evade the Dongle. Supplier may charge a reasonable additional fee for provision and shipment of Dongles to customer sites.

6. Shipment and Delivery

Supplier shall effect, at Supplier’s discretion, shipment by delivering the Software to a carrier for delivery to Customer at Customer’s place of business, or electronic delivery via the Internet. Without prejudice to Supplier’s other rights and remedies, Supplier may postpone or cancel any delivery until all money due from Customer has been paid. Supplier shall not be liable for any damages or penalty for any delay in fulfilling Customer’s order, regardless of cause or circumstances. Supplier, at its sole discretion, may make the Software available via a temporary license key with a timeout date pending payment in full.

7. Fees

Pricing of the Software is as set forth in Schedule B to this Agreement, including additional payment terms therein. Sales and use tax and value-added tax (“VAT”), where chargeable, shall be Customer’s responsibility. Supplier may, at its option, add all such charges and taxes at the then applicable rates and amounts to the fee to be paid by Customer. All amounts to be paid by Customer to Supplier for which a due date has not been stated on Schedule B must be paid within 30 days after issuance of Supplier’s invoice. At its option, Supplier may submit invoices to Customer by mail or as an email attachment. All amounts not paid to Supplier when due shall accrue interest from the date of default at the rate of 1.5% per month, compounded monthly, or at the highest legal rate, whichever is less. Payments under this Agreement are due in US dollars.

8. Security and Storage

8.1 Customer shall be responsible for the secure storage of all copies of the Software and Documentation and all other materials delivered or created on site by Supplier, whether in written form, on magnetic or digital media, or otherwise. Except as expressly authorized in Schedule B, copies of the Software must be stored only at Customer’s premises or such other site(s) as may be agreed upon in writing by Supplier.

8.2 Customer is permitted to make and maintain a reasonable number of binary copies of the Software for backup and archival purposes only. Customer is permitted to install the Software on the number of computers indicated on Schedule B. Other copying is not permitted. Customer shall reproduce all of Supplier’s proprietary legends and notices on each permitted copy of the Software. Customer’s license for use applies to the Software listed on Schedule A only.

9. Warranty

9.1 Supplier warrants that the Software will perform substantially in accordance with the Documentation for a period of ninety (90) days after receipt by Customer (“Warranty Period”). Supplier reserves the right to correct Software and Documentation errors. Provisions relating to support and maintenance of the Software (“Support Services”), including the obligation of Customer to pay for Support Services as a condition of use of the Software, are as stated in Schedule C.

9.2 CUSTOMER’S SOLE REMEDY FOR BREACH OF THE WARRANTY IN THIS SECTION OR FOR ANY SOFTWARE OR DOCUMENTATION DEFECT, FAULT OR FAILURE SHALL BE SUPPORT SERVICES (AS DEFINED IN SCHEDULE C).

9.3 SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9.4 Supplier’s warranty shall be void and not apply to any issue that has resulted from modification, misuse, accident, abuse, unlicensed use, or misapplication of the Software.

9.5 In no event will Supplier be liable to Customer for damages, under any claim of contract, tort, statutory violation, or otherwise, consisting of or including any loss of profits, lost savings, or any other special, incidental, or consequential or punitive damages of any nature arising from the Software or out of use or inability to use the Software or for any other reason or cause, even if Supplier has been warned of such damages.

9.6 Supplier does not warrant or assume any legal liability or responsibility for the accuracy, completeness, uptime, or usefulness of any information accessed by the Software from any third-party service or servers including, but not limited to, NCBI (PubMed) and Crossref.

9.7 (a) Supplier will indemnify, defend, and hold harmless Customer and its directors, officers, shareholders, employees, representatives, agents, successors, and permitted assigns (collectively, the “Indemnified Parties”) from and against any claim, suit or proceeding brought against any of the Indemnified Parties alleging that the Software or Documentation, or any part thereof, when used as permitted by this Agreement, infringes, violates, or misappropriates a valid third-party patent, copyright, or other proprietary right (“Claim”), provided that Supplier is notified promptly in writing of the Claim, Customer has not reached any compromise or settlement of such action or made any admissions in respect of the same, and Supplier is given the sole right, at its expense, to control the action and receives, from Customer, all requested reasonable assistance to defend the Claim. Supplier’s obligations under this Section will not apply with regard to any Claim that arises or is alleged to arise from the modification of the Software or Documentation other than by Supplier or the combination or combined use of the Software with software, products, or services not provided by Supplier. Supplier shall control the defense and settlement of each such Claim, provided Supplier shall not settle any Claim without the prior written consent of the Indemnified Party if such settlement: (i) materially diminishes any Indemnified Party’s license rights under this Agreement without Supplier refunding the relevant Software license fee paid therefore, subject to, and reduced by, a five-year month-by-month straight-line depreciation from the relevant invoice date for the relevant Software, or seeks to impose material additional obligations on an Indemnified Party; or (ii) contains a stipulation or admission or acknowledgement of any liability or wrongdoing on the part of an Indemnified Party. Nothing contained in this Section shall be construed as prohibiting any Indemnified Party from retaining its own legal counsel, at its own expense, in connection with any claims, suits, or proceedings brought against it.

(b) With regard to any such Claim, or any concern with regard to potential infringement claims, Supplier may, at its option: (a) procure for the Indemnified Parties the right or license to continue using the portion of the Software or Documentation subject to such Claim at no expense to the Customer; (b) replace or modify the Software or Document so that it no longer is subject to any such Claim without a material net negative effect on the functionality and performance capabilities at no additional cost or expense to the Customer; or (c) terminate this Agreement and the licenses herein and refund each relevant Software deliverable or module license fee hereunder (“License Fees”) paid therefore, subject to, and reduced by, a five-year month-by-month straight-line depreciation from the relevant invoice date for the relevant Software deliverable or module.

9.8 Certain portions of the Software are statistical processes and errors are inherent in these processes. Manuscripts to be parsed by the Software may vary and such variations may be considerable.

Customer understands errors and inaccuracies in processing may occur. It is the responsibility of Customer to monitor and review the results of Software processes for such errors and inaccuracies, and to correct any errors. Supplier shall not be liable for any damages arising out of errors or inaccuracies arising from operation of the Software.

9.9 EXCEPT AS SET FORTH IN SECTION 9.7 OF THIS AGREEMENT, SUPPLIER'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR THE SOFTWARE AND ALL COMPONENT THEREIN SHALL NOT EXCEED THE APPLICABLE LICENSE FEE, AS SPECIFIED IN SCHEDULE B TO THIS AGREEMENT, FOR SUCH SOFTWARE AND COMPONENTS.

10. Termination

10.1 This Agreement shall continue in effect unless terminated under its terms.

10.2 Customer may terminate this Agreement by giving 30 days' notice in writing to Supplier at any time, provided that Customer shall have paid to Supplier the full license fee (and all other fees and other monies then due) prior to giving such notice. Termination under this subsection shall not entitle the Customer to a refund of amounts paid.

10.3 Supplier may terminate this Agreement, by notice in writing, if Customer is in breach of any term of this Agreement, including, without limitation, any payment obligation, and Customer does not remedy the breach within 30 days of written notice.

11. Consequences of Termination

11.1 Upon termination of this Agreement, Customer shall cease to use the Software and Documentation and shall, at Supplier's option, return or destroy the Software and Documentation, together with all copies and all related materials, and Customer shall certify in writing to Supplier that this has been done.

11.2 Termination shall not affect existing obligations of Customer regarding payment of monies then due. Sections 3, 4, 9.3-9.9, 11 and 14 survive termination.

12. U.S. Government Users

The Software (including Documentation) provided under this Agreement are commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication, and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202.

13. Setup and Customization

13.1 Software license fees or annual support fees stated on Schedule B do not include Software setup or customization.

13.2 Customer agrees to pay, at Supplier's time and materials consulting rates stated in Schedule B (or the rate document referenced in Schedule B), for any modifications to and customization of the Software, before or after delivery of the Software, including those under Section 5 of Schedule C.

14. Miscellaneous

14.1 *Assignment.* The license grants herein are personal to Customer. Unless Supplier has given its express prior written consent, which shall not be unreasonably withheld in connection with the sale or disposition of all or essentially all of its assets or of the assets of the line of business involved in this Agreement, Customer agrees that it will not transfer or assign this Agreement or the licenses granted in this Agreement. Transfer or assignment of this Agreement or the rights granted herein in violation of this section renders the assignment or transfer void at Supplier's option and is a material breach of this Agreement.

14.2 *Relief.* Should Customer breach its obligations under this Agreement regarding use of the Software, restrictions on use, confidentiality, or intellectual property rights, both parties agree that Supplier and/or its licensors will suffer immediate and irreparable harm and will be entitled to preliminary and final injunctive relief, in addition to all other remedies available under applicable law.

14.3 *Applicable Law and Jurisdiction.* This Agreement and the relation of the parties shall be governed by the substantive laws of the State of New York, USA, and by applicable federal law. Customer and Supplier hereby agree to the exclusive jurisdiction and venue of the state and federal courts located in New York county, New York, USA, for any action relating to this Agreement or the relationship of the parties. Supplier reserves the right to bring actions to protect its intellectual property or proprietary rights or to redress unlicensed Software use in other jurisdictions.

14.4 *Modifications.* No modification of this Agreement shall be binding on either party unless made in a written amendment to this Agreement and signed by an authorized signatory of each party.

14.5 *Time to Assert Claims.* Any claim made by Customer against Supplier shall be barred unless made in writing within one year of the date on which the subject matter became known to Customer.

14.6 *Waiver.* Forbearance by either party as to any breach of any obligation under this Agreement will only constitute a waiver of that obligation to the extent that it has been waived in writing by an authorized signatory of that party.

14.7 *Force Majeure.* Except for the payment by Customer and notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party's control whether similar or dissimilar to the foregoing) ("Force Majeure") will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible), and will be entitled to a reasonable extension of time for performing such obligations. Where Atypon is claiming Force Majeure, Atypon will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, Atypon may terminate the Agreement without penalty or charge, on written notice, and Atypon's performance will be fully excused.

14.8 *Severable Clauses.* Each clause and provision in this Agreement will be deemed to be separate and severable and enforceable accordingly. In the event any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, all other provisions, and this Agreement as a whole, will remain in effect and the unenforceable provision will be replaced with a provision that is enforceable and most closely reflects the intent of the parties.

14.9 *Export of Software.* Customer may not export the Software or Documentation without the prior written consent of Supplier and without compliance with applicable US export control laws. All licensed use of the Software, including provision of services by Customer, shall be in accordance with law, including, without limitation, US export control laws.

14.10 *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Execution by fax or digitally signed PDF delivered by email is permitted.

14.11 *Marketing.* Each party grants the other party the right to promote and make public its relationship under this Agreement, except that any trade secrets or other Confidential Information divulged under provisions of non-disclosure shall be maintained in confidence. Any press releases shall be approved in advance by the other party, and such approval shall not be unreasonably withheld.

14.12 *Other Terms and Conditions.* This Agreement includes other terms and conditions as stated in the Schedules hereto. Licensed use by Customer is subject to, and conditioned upon observance all of the terms and conditions of this Agreement. In case of conflict between the provisions in the body of the Agreement and that in a Schedule that cannot be resolved by reasonable interpretation, the terms in this Agreement will control.

14.13 *Entire Agreement.* This Agreement (including the Schedules, documents included by reference, and any addenda hereto signed by both parties) is the complete contract of the parties and supersedes all prior writings, agreements, discussions, and statements on this subject matter.

Schedule A: SOFTWARE LICENSED

The Software supplied under this Agreement is the following:

- **eXtyles for ISO/CEN**

Customization and training will be completed as per the *UNMZ-CAS eXtyles Price Quote 11.1.23* (Schedule D).

Hardware and Software Requirements

Current hardware and software requirements and recommendations for the installation and use of the Software are available at <https://support.extyles.com/support/solutions/articles/1000178066-extyles-installation-software-and-hardware-requirements>.

Customer agrees to provide or arrange for the foregoing in its applicable operational environment before installation or test of the Software.

Schedule B: LICENSE AND OTHER FEES DUE

All First-Year Seat License and Support Costs included in the *UNMZ-CAS eXtyles Price Quote 11.1.23*, delivered November 1, 2023 (Schedule D), are due upon signing of the eXtyles EULA. Prices are quoted in US dollars. Future licenses, modules, and services may be licensed according to the then current pricing in the *eXtyles ISO Network Pricing* and *eXtyles Service Pack Pricing* documents.

Terms of Payment:

Payable As Follows:

Unless otherwise stated below, the total amount stated above is due upon signing of this Agreement. Additional fees listed in the *UNMZ-CAS eXtyles Price Quote 11.1.23*, delivered November 1, 2023 (Schedule D), are invoiced upon delivery, and payment terms are net 30 days.

If, under Customer's internal procedures, it is necessary for Customer to issue a purchase order, Customer agrees to issue such purchase order and deliver it to Supplier before the date payment is due.

Time and Materials Rates:

Additional services are available at Supplier's then current time and materials rates ("Time and Materials Rates"). As of the date of this Agreement, Supplier's Time and Materials Rates are as provided in the *eXtyles ISO Network Pricing* and *eXtyles Service Pack Pricing* documents. Supplier reserves the right to change Time and Materials Rates with 90 day notice.

Annual Support Fees:

Annual Support Fees ("Support Fees") for succeeding years are payable each year in advance on the applicable anniversary date of first delivery of the Software. These annual Support Fees are based upon the number of Customer's PCs on which the Software is installed on the applicable anniversary date. Pricing for annual Support Fees is subject to change as provided in Schedule C.

Schedule C: SUPPORT SERVICES

1. Period of Support Services; Applicable Annual Fees

1.1 Support services under this Agreement (“Support Services”) will be provided to Customer only during the one-year terms for which Customer purchases such Support Services. The applicable Support Fee shall be paid annually in advance. Supplier may provide Support through an authorized distributor or contractor.

1.2 The initial annual Support Fee is set forth in Schedule B. Subsequent annual Support Fees will be based upon the number of Customer’s PCs on which the Software is installed on the applicable anniversary date of this Agreement. Supplier may increase the annual Support Fee (but such increase may not reflect an increase of more than 10% of the per-PC fee charged the previous year) on thirty (30) days’ prior notice.

1.3 Should Support Services lapse due to non-payment, Supplier reserves the right to require cumulative unpaid support and maintenance fees as a condition for restoration of Support Services.

2. Software Support Services

2.1 While Customer is covered by Support Services, Supplier agrees to provide to Customer corrected or modified versions of the Software in the form of maintenance releases, patches, fixes, versions with minor functionality additions, and further releases that Supplier makes generally available to end-users. Supplier reserves the right to charge an additional fee for each new version in which platform upgrades, substantial additional functionality, or substantially improved performance are provided.

2.2 Supplier may require upgrades of the Software as a condition of Support Services if (a) the Customer is using Software more than one release prior to the current version, (b) the Software is more than two years from its release date, or (c) the Software runs on software that is no longer supported by its manufacturer. Supplier may discontinue support of any product hereunder upon one year’s prior notice.

2.3 All such version and release modifications, when delivered and installed, become part of the Software and are subject to all of the terms of this Agreement.

2.4 Support Services do not include upgrades of the Software for versions of Microsoft Windows after Windows 10 or Windows Server 2019 or for versions of Microsoft Word after Word 2019. Supplier currently intends to make reasonable efforts to support future versions of Microsoft Windows and Microsoft Word, but Supplier does not guarantee support for future Microsoft product releases. Support Services do not include support for operating system or Microsoft Word upgrades.

3. Error Correction Services

3.1 While Customer is covered by Support Services, Supplier shall use reasonable commercial efforts to correct or provide a usable work-around solution for any reproducible material error in the Software, within a reasonable period of time.

3.2 If Supplier, in its discretion, requests written verification of an error or malfunction discovered by Customer, Customer shall promptly provide such verification by email setting forth in reasonable detail the respects in which the Software fails to perform. Supporting files to reproduce any error or malfunction must be supplied by email or secure file sharing service. Supplier is not obligated to fix any error or malfunction for which supporting materials are not provided, or any error or malfunction that cannot be reproduced.

3.3 Supplier is not obligated to fix errors that are immaterial. Immaterial errors are those that do not significantly impact use of the Software.

4. Telephone and Email Support

Supplier shall, during the hours of 9:00 a.m. to 5:00 p.m. in Supplier’s home office time zone on weekdays (exclusive of holidays), make reasonable telephone and email support available to Customer’s personnel who have been trained by Supplier in the use of the Software. Supplier is not required to support untrained personnel.

5. Request for Modification of the Software

Customer may, at any time, request that Supplier make custom modifications or enhancements to the Software to add functions or improve performance. Supplier shall respond to a request for such work with the

terms on which it may be willing to undertake and/or support or maintain such work.

6. Delivery

Supplier may use physical or electronic forms of delivery to provide Support Services. At its option, Supplier may provide to Customer corrected Software or patches, modifications, error corrections, fixes, or releases to the Software via email or secure file sharing service.

7. Limited Warranty; Disclaimers

Supplier warrants that it will render Support Services in a professional manner. As Supplier's sole responsibility and Customer's exclusive remedy in the event of any material failure to meet such standard, Supplier shall make a reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing in accordance to Supplier's support department per the instructions at <http://www.inera.com/support/technical-support> within 30 days after delivery or the date of required delivery of such service.

8. Time and Materials

Where Customer is required to pay for additional time and materials work, such charge shall be billable to Customer at Supplier's then current Time and Materials Rates. All such additional work shall be under a written Statement of Work (SOW) and shall be agreed to, and signed by both parties in writing, before any such work is performed.

9. Discontinuing Support Services

Supplier reserves the right to discontinue support for obsolete or superseded versions of the Software upon 90 days' prior notice. In such case, Customer will be given the opportunity to license any available upgrade under applicable terms of this Agreement. Supplier is not required to provide an upgrade for discontinued products and product lines.

10. On-Site Services; Initial Training

10.1 Support Services do not include initial training and other on-site services at Customer's locations. Site visits arranged with Supplier are chargeable at Supplier's then current terms and payment rates.

10.2 If requested by Customer, Supplier shall provide initial user training for employees of Customer at Customer's location on a date acceptable to Supplier. Initial training shall be billed at Supplier's training rates, per Schedule B.

**Schedule D: *UNMZ-CAS EXTYLES PRICE QUOTE 11.1.23* DELIVERED ON
NOVEMBER 1, 2023 (INCORPORATED BY REFERENCE)**

Schedule E: Prepaid Service Packs

1. Service Pack Fees

1.1 Customer may purchase Prepaid Service Packs at a discounted daily rate. As of the date of this Agreement, Supplier's Prepaid Service Pack Rates are as provided in the *eXtyles Service Pack Pricing* document.

1.2 Prepaid Service Packs are not refundable.

2. Service Pack Uses

A Prepaid Service Pack can be used as a credit to pay for eXtyles Services only. Services covered under a Prepaid Service Pack are as listed in the *eXtyles Service Pack Pricing* document.

3. Service Pack Exclusions

Services not covered under a Prepaid Service Pack are as listed in the *eXtyles Service Pack Pricing* document.

4. Service Pack Approvals

The Customer must approve the use of a Prepaid Service Pack for each separate usage instance. Prepaid Service Packs can also be used to pay for fixed-fee Work Orders. Approval may be provided via email.

5. Service Pack Prepayment

Service Packs must be prepaid before they can be used.

6. Service Pack Expiration

Prepaid Support Packs expire one calendar year from the date of payment.

7. Service Pack Changes

Supplier reserves the right to change terms and pricing for service packs upon 90 days written notice. Changes in terms and pricing will not take effect during the current term of service packs, but will only take effect for purchases of future service packs.