KRYPTOS User Agreement

19 November 2026

This Software User Agreement ("Agreement") applies between (a) the Seller Entity (hereafter referred to as “Seller”) and (b) the Customer entity, each as stated in the applicable KRYPTOS Purchase Form (being the "Seller" and the "Customer" respectively), and govern the provision and receipt of the relevant Software Products and Services set out in such KRYPTOS Purchase Form. By signing a KRYPTOS Purchase Form, the Seller and the Customer enter a legal commitment and agree to be bound by the terms set out in this Agreement. Any purchase order issued by the Customer shall not constitute an amendment or modification to this Agreement. Seller reserves the right not to accept a KRYPTOS Purchase Form.

1. Interpretation

1.1. The following expressions mean the following in this Agreement unless inconsistent with the context:

- **"Agreement"** means these Terms and Conditions, the relevant KRYPTOS Purchase Form and any schedule or annexure to these Terms and Conditions or the relevant KRYPTOS Purchase Form.
- **"Commencement Date"** means the date on which KRYPTOS Purchase Form is signed, or, in the case of a lease renewal, the date of the subsequent contract.
- **"Confidential Information"** means all information which is disclosed by one party to the other whether before or after the Commencement Date, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a party's business including its Software (including the source code and object code of the Software), operations, processes, plans or intentions, developments, trade secrets, know how, market opportunities, marketing, personnel, suppliers and customers, together with the existence and terms of this Agreement.
- **“Customer”** is the entity or person which/who desires to obtain a licence to use KRYPTOS;
- **"Customer Systems"** means the hardware, software, and systems (including networks, servers or cloud hosting environments) operated by or on behalf of the Customer (excluding KRYPTOS).
- **"Documentation"** means the user reference guides such as the user manual, tutorials, validation documents that are usually supplied by Seller, including without limitation the relevant documentation provided on KRYPTOS website (www.kryptos.xalvic.com and www.docs.xalvic.com/kryptos), as updated from time to time.
- **"Fees"** means the fees for the Software and Services set out in KRYPTOS Purchase Form, plus all additional taxes.
- **"KRYPTOS Purchase Form"** means KRYPTOS Purchase Form document signed by Seller and the Customer for the licence and supply of the Products and Services stated therein.
- **"Intellectual Property"** means any and all copyright, patents, trademarks, design rights, database rights, rights in software, utility models, topography rights, any applications and registrations associated with such rights and all other intellectual property rights exercisable in any part of the world (whether registered or not) together with all goodwill and know how.
- **“Seller Entity”** means Xalvic Advisors Private Limited. The Seller Entity (also referred to as “Seller”) is the owner of the software product known as "KRYPTOS".
- **"Licence"** means the licence(s) or subscription(s) purchased by the Customer as set out in KRYPTOS Purchase Form, which entitle the Customer to access and use KRYPTOS and the Documentation in accordance with the applicable terms as set out in Schedule 1.
- **“Software”** means the product “KRYPTOS” including all its accessories and Documentation.
- **"Specification"** means the functions and facilities of the Products as described in the Documentation.
- **"Support Fee"** means the annual fee for Support Services set out in KRYPTOS Purchase Form.
- "**Support Services**" means the support and maintenance of KRYPTOS by Seller pursuant to Schedule 2.
- **"Training Services"** means Seller's end user training.
- **"Updates"** means any fixes, modifications, customisations or updates to KRYPTOS made available by Seller to the Customer. This excludes any new software identified as such by Seller, which would require a new Licence.

1.2. In the event of a conflict between the parts of this Agreement, then, except to the extent expressly stated otherwise, the following order of precedence shall apply: KRYPTOS Purchase Form, these Terms and Conditions, and any other schedule or annexure to these Terms and Conditions.

1.3. A reference to any party includes its successors in title and permitted assigns; and a reference to a person includes any individual, firm, body corporate, association, partnership, government or state.

1.4. The words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words, and the headings are inserted for convenience only and shall not affect interpretation.

1.5. Where a term of this Agreement requires the parties to agree something, they shall each seek to reach such agreement acting reasonably and in good faith.

2. Term

2.1. Subject to earlier termination pursuant to clause 14:

(a) this Agreement shall commence on the Commencement Date and shall (subject to earlier termination pursuant to clause 14) continue in the case of the Services until the Services have been completed, and in the case of the Software until all the relevant Licences terminate or expire;

(b) the initial term of each Licence to the Software is set out in KRYPTOS Purchase Form and by reference to the licence model set out in Schedule 1, being the period of time that the Customer is permitted to access and use KRYPTOS in accordance with this Agreement; and

(c) unless otherwise stated in KRYPTOS Purchase Form, each Licence shall automatically expire in accordance with Schedule 1.

2.2. If the Customer has committed to a minimum Licence term in KRYPTOS Purchase Form, the Fees have been calculated based on this commitment and the Licence cannot be terminated earlier by the Customer, other than in accordance with clause 14.

3. Licence

3.1. Upon payment of the Fees, Seller grants the Customer a limited, non-transferable, non-assignable, and non-exclusive licence to access and use KRYPTOS along with its Documentation, as specified in the applicable KRYPTOS Purchase Form and detailed in Schedule 1.

3.2. The Customer may choose to upgrade their Licence (by paying additional Fees) to increase the number of authorized users, either for the remainder of the current Licence term or for a specified period, provided they notify Seller in advance and both parties agree to a new KRYPTOS Purchase Form. Seller reserves the right to charge the Customer for any unauthorized use beyond the scope of the Customer's Licence. Unless otherwise agreed, the price will be based on the current price list.

4. Training Services

4.1. Where Training Services have been purchased by the Customer in KRYPTOS Purchase Form, Seller shall provide the Customer with its training for the Software.

4.2. Where training is to be provided on site at the Customer's premises, the Customer shall provide facilities and equipment as notified to the Customer in advance.

4.3. If the Customer wishes to cancel and re-arrange any Training Services, Seller shall be entitled to charge the Customer for any wasted costs and expenses (such as pre-incurred travel and accommodation costs).

5. Support Services

5.1. Where Support Services have been purchased by the Customer in KRYPTOS Purchase Form, Seller shall provide the Support Services on the terms set out in Schedule 2.

5.2. The Customer shall pay the relevant Support Fees for the relevant term set out in KRYPTOS Purchase Form. Where indicated in KRYPTOS Purchase Form, Support Services are mandatory and must be purchased conterminous with the Licence.

6. Customer Restrictions

6.1. The Customer shall have no right to, and shall not instruct or permit any third party (including any user) to:

(a) make copies of KRYPTOS or Documentation, except as necessary for Customer's legitimate back-up or archival purposes;

(b) translate, reverse engineer, decompile, decipher, copy, make derivative works of, adapt or modify KRYPTOS or the Documentation;

(c) rent, lease, distribute, display, frame, link, compile or otherwise commercially exploit KRYPTOS or Documentation outside the scope of the Customer's Licence;

(d) use any other technology or process, including artificial intelligence programmes, to use, download or scrape data from KRYPTOS or Documentation or otherwise breach the restrictions in this Agreement;

(e) use KRYPTOS or Documentation or their results to verify other products or to directly or indirectly create or develop other products, software or services similar to KRYPTOS; or

(f) disclose to any third party the results of KRYPTOS for performance benchmarks or any specific detailed comparisons between KRYPTOS and any third-party products or services.

6.2. The Customer shall not permit any third party to independently access or use KRYPTOS, nor make KRYPTOS available to any third party, whether directly or indirectly, including by way of a managed service or similar arrangement. Notwithstanding the foregoing, a Customer holding a valid Commercial Licence may use KRYPTOS in the ordinary course of its business to provide engineering consultancy, fire and gas mapping, detector optimisation and related services to its clients, and may share the resulting reports, plots, layouts and other outputs with such clients. Such permission shall not entitle the Customer's clients or any other third party to independently access or operate KRYPTOS unless separately licensed by the Seller.

6.3. The Customer acknowledges that a licence key may be required to access and use KRYPTOS, and such licence key may contain certain restrictions with regards to the geographic operational region of KRYPTOS in line with the Customer's Licence (e.g. the geographical region within which the Customer can use KRYPTOS).

7. Customer Obligations

7.1. The Customer shall at all times be responsible for:

(a) performing any specific obligations set out in KRYPTOS Purchase Form;

(b) ensuring that the Customer Systems meet the minimum requirements set out in the Documentation;

(c) its data, including its quality and completeness, and the taking of regular back-up copies for security and recovery purposes (Seller shall not be responsible for any loss of data or to re-constitute it);

(d) ensuring its compliance with applicable laws; and

(e) its users' compliance with this Agreement, and for their acts and omissions.

7.2. The Customer undertakes to comply with all applicable export control laws and sanctions laws in relation to its use of the Software and will not export, re-export, transfer or use the Software or their output in breach of any such export control and sanction laws. Any breach by the Customer of this clause shall entitle Seller to suspend the Licence and any access to the Software and to terminate this Agreement for material breach. Seller may suspend provision of the Software if required by such export control and sanction laws.

7.3. The Software will be made available to the Customer to download via an online link or a URL, and the Customer is responsible for installing it in accordance with the Documentation.

8. Customer Responsibility for Engineering Inputs, Results and Decisions

8.1. The Customer acknowledges that KRYPTOS is an engineering software tool intended to assist qualified and experienced personnel in performing Fire & Gas mapping, detector placement optimisation and related engineering assessments. KRYPTOS is not a substitute for professional engineering judgement, independent verification or the review and approval of suitably qualified personnel. The Customer shall not use KRYPTOS or its outputs as the **sole** basis for any safety-critical decision.

8.2. The Customer shall be solely responsible for the accuracy, completeness, suitability and validity of all information, data and inputs supplied to or used in connection with KRYPTOS, including, without limitation:

(a) Three-dimensional plant models, geometry, dimensions, coordinates, elevations and equipment representations;

(b) Fire and gas detector specifications, detection characteristics, ranges, orientations and other technical parameters;

(c) Fire and Gas Philosophy, coverage criteria, voting requirements, alarm thresholds and other project-specific engineering requirements;

(d) Calculation parameters, assumptions, settings, optimisation settings and configuration selections; and

(e) Any modifications, exclusions, simplifications or adjustments made to the input data or project configuration.

8.3. The Customer shall be solely responsible for ensuring that KRYPTOS is operated by personnel having appropriate technical knowledge, qualifications, training and experience. The Customer shall independently review and verify all calculations, outputs, plots, reports, detector locations, coverage assessments and recommendations generated using KRYPTOS before relying upon, approving, issuing or distributing them.

8.4. The Customer acknowledges that the results generated by KRYPTOS are dependent upon the accuracy and completeness of the input data, assumptions, parameters and configurations supplied or selected by the

Customer. Incorrect, incomplete or inappropriate inputs or configurations may result in incorrect, incomplete or misleading outputs.

8.5. The Customer shall be solely responsible for all engineering interpretations, conclusions, recommendations, designs, approvals and decisions made using or based upon KRYPTOS or its outputs, including decisions relating to the selection, number, location, orientation and adequacy of Fire & Gas detectors.

8.6. KRYPTOS and its outputs shall not, by themselves, constitute certification, approval or confirmation that a facility, installation, Fire & Gas detection system or engineering design complies with any applicable law, regulation, industry standard, project specification, safety requirement or Fire & Gas Philosophy.

8.7. The Customer shall ensure that all outputs generated using KRYPTOS and shared with its clients, consultants, contractors, facility owners or other third parties are appropriately reviewed and verified by competent personnel before being used for engineering, procurement, construction, commissioning, operational or safety-related purposes.

8.8. The Seller shall not be responsible or liable for any loss, damage, claim, cost or consequence arising from or attributable to incorrect or incomplete inputs, assumptions, configurations, operating procedures, user errors, failure to verify outputs, improper interpretation of results or decisions made by the Customer or any third party relying upon the Customer's outputs, except to the extent directly caused by liability that cannot lawfully be excluded or limited under applicable law.

9. Customer Indemnification

9.1. The Customer shall indemnify, defend and hold harmless the Seller, its directors, officers, employees and representatives against any third-party claims, demands, proceedings, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

(a) The Customer's or its users' use or misuse of KRYPTOS;

(b) Any incorrect, incomplete, misleading or unauthorised data, information or materials supplied by the Customer;

(c) Any engineering decisions, recommendations, designs, reports or actions taken by the Customer or any third party relying upon outputs generated using KRYPTOS;

(d) Any breach of this Agreement by the Customer or its users;

(e) Any infringement of third-party intellectual property, confidentiality or other rights through materials or data supplied by the Customer; or

(f) Any negligent, unlawful or wilful act or omission of the Customer or its users.

9.2. The Seller shall promptly notify the Customer of any claim for which indemnification is sought and provide reasonable cooperation in its defence. The Customer shall not settle any claim in a manner that imposes liability, admission or obligation upon the Seller without the Seller's prior written consent.

9.3. The Customer's indemnification obligations under this clause shall apply only to the extent that the relevant claim arises from the matters specified in Clause 9.1 and shall not extend to the extent that such claim is directly attributable to the Seller's breach of this Agreement or negligence.

10. Proprietary Rights

10.1. The Software and all Intellectual Property rights therein are and shall remain the sole and exclusive property of the Seller. The Customer acknowledges that any Intellectual Property rights used or embodied in or in connection with the Software (including all derivatives and modifications thereto) shall remain the exclusive property of Seller.

10.2. The Customer shall not remove from the Software any notices of Seller’s proprietary rights. If the Customer, acting as a consultant, makes the results from the Software available to a third party, including incorporating such results into its own documents or presentations, the Customer must include an attribution indicating that the results came from the Software.

10.3. Any and all Intellectual Property rights created by Seller as a result of the performance of the Support Services, shall be owned by the Seller. To the extent required for the receipt and use of the Support Services, Seller grants to the Customer a limited, internal, non-transferable, non-assignable, non-exclusive licence to access and use the output from such Support Services, solely for its internal business purposes and during the term of the relevant Licences to which the Support Services are provided.

10.4. Any and all Intellectual Property rights owned by the Customer independent of this Agreement shall be owned by the Customer. To the extent required for the provision of the Support Services, the Customer hereby grants to Seller a limited, internal, non-transferable, non-assignable, non-exclusive licence to access and use such

Intellectual Property rights, solely for the provision of the Support Services and during the term of the relevant Licences to which the Support Services are provided.

11. Confidentiality

11.1. Customer agrees to maintain the confidentiality of the Software and any other proprietary information provided by Seller and to not disclose such information to any third party without Seller's prior written consent.

12. Warranty Disclaimer

12.1. The Software is provided "AS IS" and "AS AVAILABLE" basis, without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and noninfringement. The Seller makes no representations or warranties, whether express, implied, statutory or otherwise, in relation to KRYPTOS, its Documentation, its functionality or its outputs.

12.2. Without limiting the foregoing, the Seller expressly disclaims any warranty or representation that:

(a) KRYPTOS will be error-free, uninterrupted, completely secure or available at all times;

(b) KRYPTOS or its outputs will be accurate, complete, reliable or suitable for any particular project, purpose, facility or application;

(c) the Software will meet every requirement, expectation or specification of the Customer;

(d) all software defects, errors or inconsistencies will be identified or corrected;

(e) KRYPTOS will operate without interruption or be compatible with all hardware, operating systems, third-party software, file formats or Customer Systems; or

(f) the use of KRYPTOS or its outputs will ensure compliance with any applicable law, regulation, technical standard, safety requirement or project specification.

12.3. The Seller does not warrant or guarantee any particular engineering, commercial, operational or safety outcome resulting from the use of KRYPTOS.

12.4. The Customer acknowledges that no software can be guaranteed to be completely free from errors, defects or interruptions and that the Customer shall implement appropriate independent verification, backup, review and quality-control procedures.

12.5. The Customer acknowledges that documentation, demonstrations, training sessions, marketing materials and verbal explanations do not create additional warranties unless expressly incorporated into a signed Purchase Form.

12.6. Nothing in this Agreement shall exclude or limit any warranty, representation or liability to the extent that such exclusion or limitation is prohibited by applicable law.

13. Limitation of Liability

13.1. In no event shall the Seller be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or use, arising out of or in connection with this Agreement, whether in an action in contract, tort (including negligence), or otherwise, even if Seller has been advised of the possibility of such damages.

13.2. Without prejudice to Clause 13.1, the Seller's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed INR 1,00,000 (Indian National Rupees One Lakh only), in aggregate, irrespective of the number of claims or events giving rise to such liability.

13.3. The Seller shall not be liable for claims, losses or damages arising from or attributable to:

(a) Incorrect, incomplete or unsuitable data, inputs, assumptions or configurations supplied or selected by the Customer;

(b) Errors, omissions or negligence of the Customer or its users;

(c) Failure to independently verify, review or validate the Software's outputs;

(d) Use of the Software contrary to its Documentation or intended functionality;

(e) Decisions, actions or omissions taken by the Customer or any third party based on the Software's outputs;

(f) Failure to maintain adequate backups or safeguard Customer data;

(g) Failures or incompatibilities involving Customer Systems, third-party software, hardware, networks or infrastructure; or

(h) Modifications to the Software or its operating environment not authorised by the Seller.

13.4. The Customer acknowledges that the Licence Fees have been determined taking into account the limitations of liability set out in this Agreement, including the fixed monetary cap on the Seller's liability, and that the Seller would not provide the Software on the same commercial terms without such limitations.

13.5. Nothing in this Agreement shall exclude or limit liability to the extent such liability cannot lawfully be excluded or limited under applicable law.

14. Termination

14.1. Seller may terminate this Agreement with immediate effect upon written notice to Customer if Customer breaches any provision of this Agreement.

14.2. Upon expiry or termination of this Agreement for any reason:

(a) any terms of this Agreement stated to, or which by implication should, continue shall remain in effect, including clauses 6, 7, 10, 11, 12, 13, 14.2, 17, 18, 19, 21, 22;

(b) the Customer shall cease all use of the Software, any Documentation, any licence key, passwords or access credentials, and permanently delete and/or destroy all copies thereof in Customer's possession or control;

(c) the Customer shall permanently delete and/or destroy any of Seller's Confidential Information (or return it at Seller's request);

(d) the Customer may continue to use any outputs from the Software obtained prior to expiry or termination, but accepts that they may become out of date and inaccurate; and

(e) Seller shall be permitted to disable access to the Software and where applicable delete any of Customer's Confidential Information,

(f) Following a request from Seller, the Customer shall certify to Seller that it has complied with its obligations under this clause.

15. No Knowledge of Use

15.1. The parties acknowledge and agree that:

(a) Seller has no direct control over the use and manner of application of KRYPTOS by the Customer, nor any knowledge of the data input when running KRYPTOS;

(b) Seller has no knowledge of the situations for which the Customer may wish to use KRYPTOS, nor of the level of training and experience of the user using KRYPTOS;

(c) the Customer is solely responsible for the interpretation of any results from KRYPTOS, and any recommendations or action based on such interpretation; and

(d) the Customer shall ensure that the personnel using KRYPTOS shall have a sufficient level of skill and experience in the field in which the output from KRYPTOS is to be applied and as required to evaluate such output.

16. Force Majeure

16.1. Neither party shall be deemed to be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any circumstances beyond that party's reasonable control.

17. Governing Law and Jurisdiction

17.1. This Agreement shall be governed by and construed in accordance with the laws of India. The courts of India in the city of Bengaluru shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter, or formation.

18. Entire Agreement

18.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

18.2. Each party acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises and terms contained in this Agreement.

19. General

19.1. Subject to clause 20, variation of this Agreement shall not be valid unless it is in writing and signed by or on behalf of each of the parties by its respective authorised representatives.

19.2. The Customer accepts that Seller may name the Customer as one of its clients and use the Customer's company logo in any promotional material.

20. Amendments

20.1. Seller reserves the right to amend these Terms and Conditions at any time by notifying the Customer in writing (such as where an amendment is required due to a change in law). The Customer may, acting reasonably, where the change has a material adverse effect on the Customer, reject such amendments and terminate this Agreement without penalty by giving written notice to Seller within 30 days from the time Seller notified the

Customer of such amendments. If the Customer does not provide such notice, the Customer agrees to be bound by the Terms and Conditions as amended.

21. Severability

21.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

22. Waiver

22.1. No single or partial exercise of, or failure or delay in exercising, any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise. The doctrine of affirmation of a contract by election is specifically excluded.

22.2. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Schedule 1 Licence Models

KRYPTOS Purchase Form sets out the relevant licence or subscription model applicable to the Customer's use of KRYPTOS, which shall be subject to the following applicable terms as appropriate.

1. Licence Parameters

1.1. **Network Licence:** KRYPTOS's licence is a Network Licence. This licence permits the Customer to utilise KRYPTOS over the internet network, accommodating a specified number of users simultaneously. While the Software and all the files of the Customer will be stored locally on a Customer's computer, the Software will pick up the relevant licence from the internet.

1.2. **Usage Rights:** The Customer is authorised to engage in the number of concurrent tasks or active **processes** of KRYPTOS as specified in KRYPTOS Purchase Form.

1.3. **Geographic Area:** The licence granted under this Agreement is limited to the use of KRYPTOS by the Customer's employees situated within the country specified in the KRYPTOS Purchase Form. Any attempt to access or use the Software from locations outside the designated country shall constitute a breach of this Agreement by the Customer. Upon such breach, Seller reserves the right to disable the Customer's KRYPTOS licence(s) without further notice.

1.4. The licence may be implemented through various technical methods, including but not limited to the use of a physical dongle, a local software licence, or via a cloud-based server managed by Seller.

2. Licence Term

2.1. Unless otherwise specified in KRYPTOS Purchase Form, the licence term will be for a particular **short**-term period (e.g. 1, 3, 6 or 12 months), or for a multi-year committed period (e.g. 2 to 5 years). There are no renewal commitments and for potential renewals after expiration, a new Licence must be purchased.

2.2. The term 'Perpetual Licence' shall, by default, extend for a period of 10 years fixed-term only. For clarity, 'perpetual' **does** not imply an indefinite or eternal duration.

3. Licence Categories

3.1. **Commercial Licence:** A Commercial Licence allows the Customer to use the Software for fire and gas mapping, detector optimisation and related services on its own projects and facilities, as well as to provide engineering consultancy to third parties in the ordinary course of its business.

3.2. **Academic Licence:** An academic licence (e.g. delivered as a "university edition") only allows the Customer, **such** as universities or other educational establishments, to use the Software solely for teaching, learning and non-profit research on the following basis and the following conditions apply:

(a) Academic Licences are only available to recognised academic institutions at the discretion of Seller and use is limited to employees of such institutions and their registered students;

(b) The work and analysis using KRYPTOS and their output must not be for commercial purposes (including consulting), benchmarking, or any internal business purposes of the Customer;

(c) any publications or presentations using data generated by the Software must cite the Software name and its version number; and

(d) Support Services for the users will be provided at Seller's sole discretion.

3.3. **Trial Licence:** Where Seller makes KRYPTOS and its Documentation available as a "Trial Licence", the terms in this section 3.3 shall apply and in the event of any conflict shall override the other terms in **this** Agreement. The primary purpose of this Trial Licence is for the Customer to evaluate the use of KRYPTOS internally in test scenarios to determine whether to purchase a Licence, and not to use it for "current" or "on-going" scenarios or consulting or profit-making businesses. The Customer accepts that:

(a) it is not permitted to share KRYPTOS with any third party.

(b) it assumes all responsibility for its use of KRYPTOS and any results obtained from it; and

(c) Seller may provide Support Services at Seller's sole discretion.

3.4. **KRYPTOS Read-only Licence:** A Read-only Licence permits the Customer to independently install, access and use KRYPTOS for viewing and exploration purposes, without requiring a Commercial, Academic or Trial Licence. The Customer may use KRYPTOS to explore its interface and features, open and inspect existing project files, and within those existing project files – view 3D plant models, detector layouts, previously generated fire and gas mapping plots, coverage visualisations, reports and associated output files. The Customer accepts that:

(a) A Read-only Licence does not permit the Customer to import 3D models, perform calculations, detector optimisation or other computational operations, modify project data or configurations, or generate new calculations, plots, reports or other outputs. It shall not be used to provide paid engineering consultancy or other commercial services to third parties.

(b) All use of KRYPTOS under a Read-only Licence remains subject to this Agreement, including its provisions relating to intellectual property, confidentiality, disclaimers, limitation of liability, suspension and termination.

Schedule 2 Support Services

1. Definitions

In this Schedule in addition to the definitions set out at Clause 1.1 of this Agreement, the following terms have the following meanings:

- **"Fault"** means a failure of any Product to provide the functionality set out in the Specification.
- **"Working Day"** means Monday to Friday (inclusive), excluding any public holidays in the country from which the Support Services are provided by Seller.
- **"Working Hours"** means the hours of 10.00am to 5.00pm on any Working Day.

2. Support Services to be provided by Seller

2.1. In consideration of the Support Fee payment by the Customer, Seller shall make available via email, Support Services during Working Hours in accordance with its standard support policy. General support will be provided from Seller's support team based in India. Any support outside of Working Hours is at Seller's sole discretion.

2.2. The scope of the Support Services shall be limited to such reasonable assistance as Seller reasonably determines to be required to support the Customer's effective operation of the Software in accordance with this Agreement. Support Services includes the provision of standard Updates by the Seller.

2.3. Seller shall have no obligation to provide Support Services on KRYPTOS other than the most recent version with all Updates installed.

2.4. Any work determined by the Seller to be outside the scope of the Support Services shall be considered additional and will be charged on a per-day basis to the Customer. For any activities conducted outside the Seller's offices, travel cost, accommodation and subsistence will be charged additionally.

3. Support Notifications

3.1. If the Customer discovers any Fault with the Software, then it shall as soon as is reasonably practicable notify Seller of the same by email to the support address notified by Seller from time to time.

4. Support Duration

4.1. For non-perpetual commercial licences, subject to payment of the Support Fee, Support Services are provided on and from the Licence commencement date until the end of the Licence term as set out in KRYPTOS Purchase Form.

4.2. For perpetual commercial licences, subject to payment of the Support Fee, Support Services are provided for a period of 1 year only, from the Licence commencement date as set out in KRYPTOS Purchase Form. Thereafter, for each subsequent year, the Customer must pay the Annual Maintenance Fee in order to continue receiving Support Services. In the event of non-payment of the Annual Maintenance Fee, Support Services will not be provided to the Customer.