

# Support & Maintenance Contract for Online Sales

## Terms and Conditions

### 1.0 Definitions in this agreement

- "GRI" shall mean GRI Simulations Inc., of 1062 Topsail Road, Mount Pearl, NL, Canada, A1N5E6
- "Customer" means the company, organisation, person or persons that enter into the agreement for the supply of Support services.
- "Agreement" means a contract for the provision of GRI's Support Services for sales through the <http://store.grisim.com> platform. The agreement declares that the customer accepts GRI's Support & Maintenance Contract Terms and Conditions and agrees to the provision of services as outlined in the support schedule.
- "Support Schedule" means the schedule to the Agreement listing the services, products, software and/or applications covered under the agreement
- "Software" refers to the Software Products specified in the Support Schedule. "Software" applies to all parts of software, to new releases, updates and modifications of the software.
- "Support Hours" means 9:00am to 5:00pm Monday to Friday in Mount Pearl, Newfoundland excluding public and national holidays. GRI reserves the right to reduce these support hours during Christmas and New Year.
- "Support" means any support provided by GRI.

### 2.0 Requesting Support

- 2.1 All requests for Support from the Customer must be made via the <http://grisim.kayako.com/> portal. Links for the GRI Kayako support platform may also be located on the GRI homepage ([www.grisim.com](http://www.grisim.com)) and the online store (<http://store.grisim.com>).
- 2.2 Upon receiving notification regarding an issue with the Customer's System, the issue will be logged as an Incident with an allocated Incident reference number. The Incident reference number along with details of the Incident will be stated to the Caller.
- 2.3 In the event of the Customer wishing to query the progress of an Incident, the Customer must be able to state the specific Incident reference number to enable GRI to identify the Incident in question.
- 2.4 GRI retains the right to install 3rd party software on the Customer's System to facilitate the remote connection and delivery of Support to the Customer. In accordance with this right:
  - a. If at any stage following the commencement of the Agreement the Customer refuses GRI the right to install / use 3rd party software upon their System for the purposes stated in clause 2.4 above, GRI retains the right to revise any pricing previously agreed for the Agreement or to terminate the Agreement.
  - b. GRI warrants to the Customer that all 3rd party software installed upon the Customers System for the purpose stated in clause 2.4 above will be licensed accordingly by GRI.

- c. The ownership of 3rd party software installed upon the Customer's System for the purpose stated in clause 2.4 above will remain vested in GRi.
  - d. The Customer can request that GRi demonstrate and explain what 3rd party software it intends to install on the Customer's System and for what purpose it is intended.
- 2.5 No guarantees or commitments will be given regarding the length of time required for resolving Incidents.
- 2.6 The customer will provide GRi or its representative with unrestricted access to the system and will provide such further facilities and assistance as the representative may require to carry out the work. GRi will not be liable when its representative cannot provide support as a result of the Customer failing to provide such facilities or assistance.

### 3.0 Availability of Support

3.1 Standard Working Hours: GRi's standard working Hours for the provision of remote Support services are 9.00 AM – 5.00 PM in Mount Pearl, Newfoundland, Monday to Friday (excluding public holidays).

### 4.0 Warranty/Guarantees

All repairs carried out by GRi or our representatives shall be guaranteed for a period of 30 days. This guarantee does not affect the Customer's statutory rights.

### 5.0 Confidentiality

Neither GRi or any of our representatives or customers will, without the other's written consent , disclose to any third party any information concerning the business or method of working of the other party which may be revealed to it during the period of the agreement or otherwise, except as required by law or to the extent that such information may become public knowledge or may be acquired or generated by either party independently from the other otherwise than by reason of a breach of this clause.

### 6.0 Limitation of liability

- 6.1 The liability of GRi for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the aggregate price paid for the services under the Agreement up to the date in question.
- 6.2 In no event shall GRi, it's partners or suppliers be liable for costs of substitute goods or services, nor will they be liable for loss of profits, loss of data or any indirect, special, incidental, consequential or punitive damages however caused, whether due to a breach of contract, negligence or otherwise unless such liability is determined by a Court of competent jurisdiction,

without further recourse to appeal, that it was caused by gross negligence, wilful misconduct or fraudulent acts, by GRi.

## 7.0 Non-Transferability

- 7.1 The Customer recognizes that software and support licenses are non-transferrable. In the event that software is transferred to a third-party, any existing support licenses associated with the account will be rendered invalid.

## 8.0 Force majeure

- 8.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, terrorist activity, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an “Event of Force Majeure”).
- 8.2 If a default due to an Event of Force Majeure shall continue for more than twelve [12] weeks then the party not in default shall be entitled to terminate the Agreement. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure.

## 9.0 Entire Agreement

- 9.1 The Support Services Agreement supersedes all other Agreements made between GRi and the Customer for the provision of Support services and constitutes the entire Agreement between the parties relating to GRi’s Support Services.
- 9.2 The Agreement does not supersede the General Trading Terms and Conditions of GRi for any other business activities that the parties are or have been engaged in or may be engaged in the future.
- 9.3 If any term, clause or condition of these Terms and Conditions is in violation of any applicable law, statute or regulation, the term, clause or condition in question shall be deemed as being deleted without effect to the remainder of these Terms and Conditions.
- 9.4 These Terms and Conditions shall remain in full force as if the deleted term, clause or condition had not been included. GRi and the Customer will negotiate, in good faith, alternative terms, clauses or conditions to those deleted that are mutually acceptable to both parties.
- 9.5 Headings are included for convenience only and shall not affect the interpretation of the Agreement.

## 10.0 Notice

- 10.1 Any notice given under the Agreement by the Customer to GRI shall be provided in writing.
- 10.2 Any notice given under the Agreement by GRI to the Customer shall be provided to the Customer as set out herein and in accordance with the contact details for the Customer stated in the Agreement. The Customer may change its contact details from time to time if required, by the provision of notice to GRI.

## 11.0 Distributer Support and Maintenance Requirement

- 11.1 In order to maintain status as a distributor, it is necessary for distributors to hold a Support and Maintenance license. A lapse in the Support and Maintenance license will result in a discontinuation of the distributor status. Distributers will be provided with an email notification one month prior to expiry of their license.

## 12.0 Governing Law

- 12.1 The Agreement shall be governed by and construed in accordance with Newfoundland and Labrador law and the parties hereby irrevocably submit to the exclusive jurisdiction of the Newfoundland and Labrador courts.