



Airbox Aerospace
Limited

Insert Client Name

Project

Terms of Service

Xx xxx 2018

Airbox Aerospace Limited

Terms of Service

10 January 2018

Please read this document carefully, as it sets out the Airbox Aerospace Limited's (ABX):

- Part 1: End User License Agreement (EULA) and
- Part 2: Service Level Agreement (SLA).

Before downloading Software from our website, we will ask you to give your express agreement to the provisions of this EULA.

By agreeing to be bound by this EULA, you further agree that any person you authorise to use the Software will comply with the provision of this EULA.

Approval

By signing below, all Approvers agree to all terms and conditions outlined in this Agreement and to ensure that all end users of Airbox applications are made aware of its contents.

Organisation	Approvers	Role	Signed	Approval Date
Airbox Aerospace Limited	Richard King	Chief Operating Officer	RJK	10 th January, 2018
Customer				

PART 1 - EULA AGREEMENT

1. Definitions

Except to the extent expressly provided otherwise, in this EULA:

"Charges" means those amounts that the parties have agreed in writing shall be payable by the User to the Licensor in respect of this EULA

"Documentation" means the documentation for the Software produced by the Licensor and delivered or made available by the Licensor to the User

"Effective Date" means the date of which the User's subscription becomes active.

"EULA" means this end user license agreement, including any amendments to this end user license agreement from time to time;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Licensor" means **Airbox Aerospace Limited (ABX)**, a company incorporated in England and Wales, Company registration number 06534784, having its registered office at Unit 4 The Quadrangle, Grove Business Centre, Wantage, Oxfordshire, OX129FA

"Licensor Indemnity Event" has the meaning given to it in Clause 13.1;

"Maintenance Services" means the application to the Software of Updates and Upgrades;

"Minimum Term" means, in respect of this EULA, the period of the agreed subscription length.

"Services" means any services that the Licensor provides to the User, or has an obligation to provide to the User, under this EULA;

"Software" means Mission Optimised Situational Awareness, Information and Collaboration (MOSAIC), Aviation Command Aircraft Navigation System (ACANS, RunwayHD (RHD) and Aware.

"Software Defect" means a defect, error or bug in the Software having a material adverse effect on the appearance, operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the User or any person authorised by the User to use the Software;
- (b) any use of the Software contrary to the Documentation by the User or any person authorised by the User to use the Software;
- (c) a failure of the User to perform or observe any of its obligations in this EULA; and/or
- (d) an incompatibility between the Software and any other system, network, application, program, hardware or software not specified as compatible in the Software Specification

"Software Specification" means the specification for the Software set out in the Documentation;

"Source Code" means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software;

"Support Services" means support in relation to the use of the Software and the identification and resolution of errors in the Software, but shall not include the provision of training services whether in relation to the Software or otherwise;

"Term" means the term of this EULA, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"Update" means [a hotfix, patch or minor version update to the Software];

"Upgrade" means [a major version upgrade of the Software];

"User" means [the person to whom the Licensor grants a right to use the Software under this EULA]; and

"User Indemnity Event" has the meaning given to it in Clause 13.3.

2. Credit

2.1 This document was created following advice from SEQ Legal (<http://www.seqlegal.com>).

3. Term

3.1 This EULA shall come into force upon the pre-agreed software subscription start date or upon download of any Airbox software by the user.

3.2 This EULA shall continue in force in line with the pre-agreed software subscription duration. Subject to termination in accordance with Clause 15.

4. Licence

4.1 The Licensor hereby grants to the User from the start date of the Software until the pre-agreed end of subscription date a licence to:

- (a) install a single instance of the Software per subscription;
- (b) in accordance with the limits set out by the Documentation; and subject to the limitations and prohibitions set out and referred to in this Clause 4.

4.2 The User may not sub-license and must not purport to sub-license any rights granted under Clause 4.1 without the prior written consent of the Licensor.

4.3 Save to the extent expressly permitted by this EULA or required by applicable law on a non-excludable basis, any licence granted under this Clause 4 shall be subject to the following prohibitions:

- (a) the User must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software;
- (b) the User must not alter, edit or adapt the Software; and
- (c) the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.
- (d) to only install software on a device which you have direct control over.

4.4 The User shall be responsible for the security of copies of the Software supplied to the User under this EULA and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this EULA. The User shall be responsible for deleting the software and all content if requested to do so by the Licensor. The User will be required to inform the Licensor if the software is installed on a device deemed to be stolen or compromised in anyway.

4.5 The User agrees to ensure that all end users are properly trained in the correct use of Airbox.

5. Source Code

5.1 Nothing in this EULA shall give to the User or any other person any right to access or use the Source Code or constitute any licence of the Source Code.

6. Maintenance Services

6.1 The Licensor shall provide the Maintenance Services to the User during the course of the pre-agreed subscription.

6.2 The Licensor shall provide Maintenance Services comprising bug fixes, error fixes and occasional feature updates.

6.3 The Licensor may suspend the provision of the Maintenance Services if any amount due to be paid by the User to the Licensor under this EULA is overdue.

7. Support Services

7.1 The Licensor shall provide the Support Services to the User during the course of the pre-agreed subscription. Further detail is provided in Para 31 of this document.

7.2 The Licensor shall provide Support Services comprising email and telephone support during UK office hours 0900-1700. Out of hours service constitutes an immediate response to a phone call for critical issues at any time and resolution of issues within the agreed timeframe detailed below in Para 7.2.1. Airbox will endeavour to resolve simple user requests at a best endeavour's rate.

7.2.1 Software bugs must be effectively communicated to Airbox with the following information:

- (a) Nature of bug.
- (b) Steps which can be taken to repeat it.
- (c) A screenshot (if appropriate).
- (d) Severity of the bug (low, high, critical).
- (e) Customer's desired fix (if appropriate).

Bug severity is defined as follows:

- (a) Critical: The app cannot reasonably be used with the bug present.
- (b) High Priority: A bug that seriously impairs the usability of the app.
- (c) Low Priority: A bug which impairs the usability of the app but can either be worked around, or doesn't significantly affect functionality.

Airbox will make best efforts to fix any bugs which they accept (acceptance not to be unreasonably withheld), within the following timescales:

(a) Critical: As soon as practically possible. Usually a genuinely critical bug can be fixed very quickly, within a matter of hours (0-4 Hours).

(b) High Priority: Fixed within 24-72 hours if not before.

(c) Low Priority: Fixed within the normal working hours , 1 to 4 Weeks.

7.3 The Licensor may suspend the provision of the Support Services if any amount due to be paid by the User to the Licensor under this EULA is overdue, and the Licensor has given to the User at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

7.4 The Licensor may terminate the Support Services by giving to the User at least 30 days' written notice if the User is deemed to be in breach of contract.

7.5 If the Support Services are terminated in accordance with the provisions of this Clause 7:

(a) the User must pay to the Licensor any outstanding Charges in respect of Support Services provided to the User before the termination of the Support Services;

(b) the Licensor must refund to the User any Charges paid by the User to the Licensor in respect of Support Services that were to be provided to the User after the termination of the Support Services; and

(c) the provisions of this Clause 7, excluding this Clause 7.5, shall cease to apply, but the other provisions of this EULA will continue notwithstanding such termination.

8. No assignment of Intellectual Property Rights

8.1 Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User.

8.2 Where it has been agreed in writing between the parties, prior to work commencing, that the customer is contributing intellectual property to a specific feature and where it is likely to provide benefit to other customers of Airbox, then it will be reflected in a reduced development day rate.

9. Charges

9.1 The User shall pay the Charges to the Licensor in accordance with this EULA.

9.2 All amounts stated in or in relation to this EULA are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the User to the Licensor.

10. Payments

10.1 The Licensor shall issue invoices for the Charges to the User when the subscription commences and then annually thereafter unless otherwise specified.

10.2 The User must pay the Charges to the Licensor in advance if previously agreed in the quotation stages OR within the period of 30 days following the issue of an invoice in accordance with this Clause 10.

10.3 The User must pay the Charges by debit card, credit card or bank transfer (using such payment details as are notified by the Licensor to the User from time to time).

10.4 If the User does not pay any amount properly due to the Licensor under this EULA, the Licensor may suspend the Users' services.

11. Warranties

11.1 The Licensor warrants to the User that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

11.2 The Licensor provides the services "as is," "with all faults" and "as available." The Licensor takes reasonable steps to ensure product quality but doesn't guarantee the accuracy or timeliness of information available from the services. The User acknowledges and agrees that computer and telecommunications systems aren't fault-free and that occasional periods of downtime occur. The Licensor can't guarantee the services will be uninterrupted, timely, secure or error-free. The Licensor and our affiliates, resellers, distributors and vendors give no contractual guarantees or conditions.

12. Acknowledgements and warranty limitations

12.1 The User acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

12.2 The User acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be entirely secure.

12.3 The User acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other software.

12.4 The integrity of data delivered by Airbox Systems in its applications is not intended to act as an infallible safety system; it is a decision support tool.

12.4.1 When used for aviation purposes; nothing in the system supersedes any legislation, rules, regulations or procedures contained in any operational document issued by Her Majesty's Stationary Offices or its affiliates, the Civil Aviation Authority, the Joint Aviation Authority, EASA, ICAO, the manufacturers of aircraft, engines and systems, or by the operators of aircraft throughout the world. This product is not certified as, nor intended as a primary navigation tool. The User specifically agrees not to rely upon Airbox applications for functions that are critical to safety and agree to verify information where necessary.

12.4.2 When used for ground operations, the User specifically agrees not to rely solely upon Airbox applications for accurate of functions that are critical to safety of life and agree to verify information where necessary.

12.4.3 The User organisation agrees to ensure that all End Users are aware of this limitation and that they act accordingly.

13. Indemnities

13.1 The User shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Licensor and arising directly or indirectly as a result of any breach by the User of this EULA.

13.2 The Licensor must:

- (a) upon becoming aware of an actual or potential User Indemnity Event, notify the User;
- (b) provide to the User all such assistance as may be reasonably requested by the User in relation to the User Indemnity Event;
- (c) allow the User the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the User Indemnity Event; and
- (d) not admit liability to any third party in connection with the User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the User Indemnity Event without the prior written consent of the User,

and the User's obligation to indemnify the Licensor under Clause 13.3 shall not apply unless the Licensor complies with the requirements of this Clause 13.2.

13.3 The indemnity protection set out in this Clause 13 shall be subject to the limitations and exclusions of liability set out in this EULA.

14. Limitations and exclusions of liability

14.1 Nothing in this EULA will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by this EULA, except to the extent permitted by law.

14.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in this EULA:

- (a) are subject to Clauses 14.1 and 17.6; and
- (b) govern all liabilities arising under this EULA or relating to the subject matter of this EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this EULA.

14.3 The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event.

14.4 The Licensor will not be liable to the User in respect of any loss of profits or anticipated savings.

14.5 The Licensor will not be liable to the User in respect of any loss of revenue or income.

14.6 The Licensor will not be liable to the User in respect of any loss of business, contracts or opportunities.

14.7 The Licensor will not be liable to the User in respect of any loss or corruption of any data, database or software. In the event of such loss, Airbox will render to the customer such assistance as may be necessary to recover the system(s) promptly, but it remains the customer's responsibility to have an appropriate disaster recovery plan.

14.8 The Licensor will not be liable to the User in respect of any special, indirect or consequential loss or damage.

14.9 The liability of the Licensor to the User under this EULA in respect of any event or series of related events shall not exceed the value of the purchased goods.

- (a) The Licensor will not be responsible for any loss of life, injury or damage to property caused whilst using the software, except in the case of proven negligence of Licensor.

14.10 The aggregate liability of the Licensor to the User under this EULA shall not exceed the value of the purchased goods.

15. Termination

15.1 The Licensor may terminate this EULA by giving to the User not less than 30 days' written notice of termination if the Licensor is deemed to be in breach of contract.

15.2 The User may terminate this EULA by giving to the Licensor not less than 30 days' written notice of termination if the Licensor is deemed to be in breach of contract.

15.3 Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

- (a) the other party commits any breach of this EULA, and the breach is not remediable;
- (b) the other party commits a breach of this EULA, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches this EULA (irrespective of whether such breaches collectively constitute a material breach).

15.4 Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this EULA); or
- (d) if that other party is an individual:
 - (i) that other party dies;

(ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii) that other party is the subject of a bankruptcy petition or order.

15.5 The Licensor may terminate this EULA immediately by giving written notice to the User if:

(a) any amount due to be paid by the User to the Licensor under this EULA is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) the Licensor has given to the User at least 30 days' written notice, following the failure to pay, of its intention to terminate this EULA in accordance with this Clause 15.5.

16. Effects of termination

16.1 Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.1, 10.2, 10.4, 13, 14, 16, 17 and 18.

16.2 Except to the extent that this EULA expressly provides otherwise, the termination of this EULA shall not affect the accrued rights of either party.

16.3 Within 30 days following the termination of this EULA for any reason:

(a) the User must pay to the Licensor any Charges in respect of Services provided to the User before the termination of this EULA and in respect of licences in effect before the termination of this EULA; and

(b) the Licensor must refund to the User any Charges paid by the User to the Licensor in respect of Services that were to be (but are not) provided to the User after the termination of this EULA and in respect of licences that were to be (but are not) in effect after the termination of this EULA,

without prejudice to the parties' other legal rights.

16.4 For the avoidance of doubt, the licences of the Software in this EULA shall terminate upon the termination of this EULA; and, accordingly, the User must immediately cease to use the Software upon the termination of this EULA.

16.5 Within 10 Business Days following the termination of this EULA, the User must:

(a) return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control containing the Software; and

(b) irrevocably delete from all computer systems or electronic devices in its possession or control all copies of the Software.

17. General

- 17.1 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.
- 17.2 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 17.3 This EULA may not be varied except by a written document signed by or on behalf of each of the parties.
- 17.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this EULA.
- 17.5 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.
- 17.6 Nothing in this EULA shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.
- 17.7 Subject to Clauses 14.1 and 17.6, this EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 17.8 This EULA shall be governed by and construed in accordance with English law.
- 17.9 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.

18. Interpretation

- 18.1 In this EULA, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 18.2 The Clause headings do not affect the interpretation of this EULA.
- 18.3 In this EULA, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

PART 2 – SERVICE LEVEL AGREEMENT

19. Overview

- 19.1 This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Airbox Aerospace Limited and the Users for the provisioning of services required to support and sustain the the User variant of the software.
- 19.2 This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders or until the customer’s Airbox license expires, whichever is the sooner.
- 19.3 This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

20. Goals and Objectives

- 20.1 The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer(s) by the Service Provider(s).
- 20.2 The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).
- 20.3 The **objectives** of this Agreement are to:
- (a) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - (b) Present a clear, concise and measurable description of service provision to the customer.
 - (c) Match perceptions of expected service provision with actual service support & delivery.

21. Periodic Review

This Agreement is valid from the the subscription start date is valid until further notice or until the User’s Airbox license lapses. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

22. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

23. Service Scope

The following Services are covered by this Agreement;

- (a) Manned telephone support
- (b) Monitored email support
- (c) Planned or Emergency assistance
- (d) Delivery of data and updates
- (e) Fixing of bugs / New Software Features

24. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- (a) Prompt payment of any agreed costs.
- (b) Reasonable availability of customer representative(s) when resolving a service related incident or request.
- (c) To ensure that users are properly trained in the use of the software.
- (d) Timely provision of any data which the customer wishes to be included in the system.
- (e) Prompt and accurate reporting of any bugs.
- (f) Prompt downloading of any software updates and data on request.
- (g) If necessary, the User's organisation may be required to sponsor Airbox personnel through the relevant security vetting process.

25. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- (a) Timely and reliable provision of agreed services.
- (b) Meeting response times associated with bugs and service related incidents.
- (c) Appropriate notification to Customer for all scheduled maintenance.
- (d) Provision of properly tested and bug free software to the agreed specification and within the agreed time frame.
- (e) Airbox will ensure that personnel are appropriately vetted for tasks which they are undertaking.

26. Provision of data

26.1 Aviation Data

Data	Update Frequency	Provider
Airspace	AIRAC Cycle	Airbox
Airfield Info	AIRAC Cycle	Airbox
Airfield Weather	Hourly	NOAA
Charts	As produced	ICAO
Street Mapping	As requested	Airbox
NOTAMS	Six Hourly	FAA/Eurocontrol
KML/KMZ	As provided	As applicable
Documents	As Provided	As applicable

All data in the above table not provided by **‘the client’** will be managed and supplied by Airbox and is an included part of the service.

Any data which the customer would like provided by Airbox’ central distribution system should be provided to Airbox no later than two working days before the end of the AIRAC cycle. Airbox will undertake to issue one update of the customer’s data per AIRAC cycle on request. The only exception to this is street data, which must be provided to Airbox in writing at least one week in advance of the end of the AIRAC cycle in which the customer wishes the data to be issued.

26.2 Ground Data

Requests for data, including but not limited to street mapping, overlays and schematics must be provided to Airbox in writing at least one week in advance.

26.3 Data Conditions

Note that data not produced by Airbox is outside of Airbox’ control. Interruptions to these services will be resolved by Airbox as quickly as reasonably practicable either by fixing the original service or by finding an alternate where that is not possible. Interruptions to services provided by Airbox will normally be rectified within two working days.

All data requests will be processed on a best efforts basis with Airbox aiming to complete all requests within one working week.

All data provided under this agreement will be transmitted wirelessly via the internet. It is the responsibility of the customer to ensure that a suitable internet connection is available to download this data.

Airbox undertake to ensure that their servers have better than 99% up-time for delivery of data services to the customer – with the exception of planned maintenance which will be notified to the customer with at least one day's notice.

27. Client Data and Retention

27.1 Client Data will be held within the Business and on the MOSAIC Server for up to 3 years or until the contract with the client has terminated, whichever is the sooner. Data will also be deleted on written request from the client and Airbox will comply with shorter data retention periods if required.

27.2 Client data on contract termination or request will be made available to the client to put into other longer-term storage archives or deleted if requested.

27.3 The Airbox Client Data Management Request Form will be used as the client's written request document to record and action client request for data retention, movement or deletion.

28. Software Bugs and New Features

Airbox have a thorough testing program and undertake to ensure, insofar as is possible, that the software provided by them is bug free. Persistent failure by Airbox to fix agreed bugs within these timescales may be treated by the customer as a breach of the EULA. Contract fees not used will be reimbursed on a pro-rata basis.

28.1 Software bugs must be effectively communicated to Airbox with the following information:

- (a) Nature of bug
- (b) Steps which can be taken to repeat it
- (c) A screenshot (if appropriate)
- (d) Severity of the bug (low, high, critical)
- (e) Customer's desired fix (if appropriate)

28.2 Bug severity is defined as follows:

- (a) Critical: The app cannot reasonably be used with the bug present.
- (b) High Priority: A bug that seriously impairs the usability of the app.
- (c) Low Priority: A bug which impairs the usability of the app. But can either be worked around, or doesn't significantly affect functionality.

28.3 Airbox will make best efforts to fix any bugs which they accept, within the following timescales:

- (a) Critical: As soon as practically possible. Usually a genuinely critical bug can be fixed very quickly, within a matter of hours (0-4 Hours).

- (b) High Priority: Within 24 – 72 Hours.
- (c) Low Priority: Fixed within the normal working cycle (1 to 4 Weeks)

29. Service Assumptions

Assumptions related to in-scope services and/or components include:

- (a) Changes to services will be communicated and documented to all stakeholders.

30. Hardware Provision and Support

Airbox can provide hardware and basic support at the customers expense; this will be at Airbox' discretion and is not warranted by Airbox. However warranty details will be passed to the end users, when requested in writing, for submission in the event of the warranty process being invoked.

31. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

31.1 Service Availability

Coverage parameters specific to the service covered in this Agreement are as follows:

- (a) Telephone support: 9:00 A.M. to 5:00 P.M. GMT/BST Monday – Friday, with the exception of public holidays and Christmas shut down. This will be provided on +44 1235 227 360 and +44 1235 227 250.
- (b) Email support: Monitored 9:00 A.M. to 5:00 P.M. GMT/BST Monday – Friday, with the exception of public holidays and Christmas shut down. E-mails to: info@airboxaero.com
- (c) Out of hours 24/7 emergency support (as agreed) for High Priority and Critical issues will be provided in the first instance by telephone on the numbers above and by e-mail on: emergency@airboxaero.com
- (d) On site assistance can be provided with 48 hours' notice, but is at the expense of the client if the fault is deemed to lie with the User.

30.2 Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- (a) 0-8 hours for issues classified as **Critical** priority.
- (b) Within 48 hours for issues classified as **High** priority.

(c) Within 5 working days for issues classified as **Low** priority.

(d) Emergency requests sent to the emergency contact e-mail will normally receive a response within one hour.

32. IT Security

ABX will provide all services in accordance with the principles of ISO 27001, Cyber Essentials Plus and Airbox Systems Information Security Policy Version 6.01 Amended 19th December 2016 and its Annexes. All client data/information will be stored on a private cloud server in the UK; only agreed members of ABX staff will have access to the data.

33. Appendices:

All services will be delivered in accordance with details outlined and agreed, including project scope, costs and timelines, in the following documents:

- A. Airbox_XXX XXX_MOSAIC Quote_QU_XXX_10 XX 18
- B. Any ensuing documents confirming project plans