

Computer Program compendium for the sizing and selection of refrigeration equipment, including refrigeration energy load calculation, refrigerant pipe sizing.

This contract contains an appendix (Appendix A) which is attached and which forms an inseparable part for agreement by both parties to the contract.

Mistral Associates, hereafter described as Mistral, will undertake to provide conditional program access to the established and proven collection of IBM PC and compatible computer programs currently described as 'Mistral RAC Application Engineering System' to:- ##### hereinafter described as the Sponsor, for a defined contractual period of time and in respect of agreed fees annually payable to Mistral.

Mistral Programs Sponsored Mistral's established RAC programs covered under this contract include:-

- '**Airwind**' (Comprehensive air conditioning load calculation program),
- '**Coldwind**' (Comprehensive refrigeration load calculation program),
- '**Cellwind**' (Beer and Wine Cellar heating and cooling load calculation program),
- '**Linewind**' (Refrigerant pipe sizing program),
- '**Valvewind**' (Refrigerant Expansion Valve selection program).
- '**MES**' (Mistral Equipment Selection. Comprising 6 RAC selection programs).
- '**Metwind**' (Integrated GUI Global Meteorological Database Access).

Programs may be renamed (re-branded) by agreement at the Sponsor's discretion and also be graphically re-styled with the Sponsor's own branding style and images for presentation to the Sponsor's intended program users but programs, with the exception of related interactive databases, cannot be fundamentally altered in their modes of operation. No rights of ownership or access to any program's source code passes to the Sponsor under the terms of this contract.

Conditions of Program Access. The Sponsor may use the programs (software) only for the purpose they are intended for both their own organisational business needs and the Sponsor is also permitted to re-distribute the same program access for use by third parties that are either existing customers of the Sponsor or are the potential customers of the Sponsor and which these third party users have their official businesses located in the herein contractually defined Geographic Territory. The Sponsor may provide access to third party users either free of charge to the third party or optionally in respect of a fee charged to the third party at any amount determined at the Sponsor's discretion and the proceeds of which the Sponsor may retain in full.



Termination of Contract This contract may be terminated following ninety days from service of written notice provided by either party to the other. Termination of this contract will not be considered as just cause for return of any calculated unused time portion relating to any payment made under the terms of this contract.

Data Processing and Compilation. Mistral further agrees to Data Processing and Compilation of data into interactive databases accessible through the core programs such that intended directly licensed and intended indirectly licensed users may accurately identify and select commercially manufactured (pre-engineered) capital equipment designed for use in the refrigeration industry. The source data that is to be processed and compiled by Mistral to be provided to Mistral in electronic (digital) format. That is typically spreadsheet and/or database format compatible for use with IBM PC or compatible computers operating under Microsoft Windows currently supported computer Operating Systems. The Sponsor may optionally provide graphical images for matched, automatic programmed linking with computerised product selections. Graphical images must be provided to Mistral for this purpose in digital format in one or more of the following recognised IBM PC or compatible file types - bmp, gif, jpg, png or tif. Following processing and compilation all such images will be resolved to either mono or 256 colour or 16 million colour images as appropriate and in png file format. Copyright ownership of Sponsor's photographic images, supplied to Mistral in any format will remain with the Sponsor, even if such images are subsequently 're-mastered' by Mistral so as to be compatible with the digital requirements or standards of the system. Copyright ownership of all other images, including digitally 're-mastered' RAC equipment line drawings, will be retained by Mistral.

Defined Geographic Territories: The geographical territory of #####

Defined Contractual Period: Minimum of two successive years from date of inception (immediately following data proofing), optionally renewable for minimum periods of one year at anniversary dates thereafter at the discretion of the Sponsor. Optional renewals to be confirmed in writing to Mistral with a minimum of 12 weeks notice prior to the end of the current Contractual Period.

Annual Fees: Sponsor's Licence:- ##### per annum. This is an 'Index linked amount with an index value of 1 upon date of commencement of the contract .

Duration of the Contract: The contract may continue on an annually renewable basis following the cessation of the Defined Contractual Period under the same terms as defined in this contract and without need for renegotiation, at the same Annual Fees as described herein, and which are offered by Mistral as 'Fixed in Perpetuity', subject only to index linked fiscal inflation as defined by ##### of France. In the event that the Sponsor wishes to renegotiate the terms of this contract then if such terms as described herein are agreed by both parties to be amended then this contract shall be considered terminated and therefore a new contract required to be agreed by both parties to replace it



Initial Compilation and Setup charge. The Sponsor agrees to pay Mistral a One Time Only Payment in the sum of #####, payable in two equal parts, towards covering costs associated with creating the Sponsor's unique Compendium of Programs and selected associated interactive databases, along with creation of controlled, licenced program access registration system for intended users and related Internet website hosted HTML and Java Script code web pages. Internet web pages will be designed by Mistral and hosted on Mistral's secure web servers and may include approved text and images supplied to Mistral by the Sponsor.

The first part of the **Initial Compilation and Setup charge** to be made within one week following signed agreement by authorised parties to this contract.

The second part of the **Initial Compilation and Setup charge** to be made within 30 days of agreement to 'sign off' the final Beta copy of the Compendium of Programs and associated interactive databases for General Release (publication and distribution).

All subsequent editing of Sponsor's own product selection data, including additions, changes and deletions are not charged where they occur within a single annual Contractual Period. There are no Data Processing and Compilation charges made in successive Contractual Periods where no changes in data have occurred during the prior Contractual Period. No further Data Processing and Compilation charges for new or additional RAC product ranges are made without prior exchange of written agreement between the Sponsor and Mistral upon each occasion.

Distribution of Compendium of Programs. In respect of the Annual fee of ##### Mistral undertakes to host the complete Software Compendium that is sponsored on its computer servers, to create necessary web page HTML/Java code and images and to provide and maintain links for the Sponsor enabling controlled access for the Sponsor's intended program users. Access for intended users will be controlled through formal on-line information request procedures and the issuing of time limited individual user access registration codes.

General Release date (publication and distribution). Commencement of distribution will coincide with the date of receipt of payment against Mistral's invoice for the Annual fee. This date thus recorded as the 'Anniversary Date' for future annual contractual time periods.

Terms of program usage and limited warranty. Mistral requires the Sponsor to formally agree to and abide by Mistral's Standard Program Usage Terms and Conditions, a copy of which is appended in Contract Appendix A.

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SOFTWARE PRODUCT LICENCE

IMPORTANT READ CAREFULLY: This Mistral End-User Licence Agreement is a legal agreement between you (either an individual or a single entity) and Mistral Associates (hereinafter referred to as Mistral), which includes computer software and associated media and printed materials, and may include on-line or electronic documentation (SOFTWARE PRODUCT or SOFTWARE). By installing and using the SOFTWARE PRODUCT, you agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unused SOFTWARE PRODUCT to the place from which you obtained it for a full refund (where applicable).

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LIMITED WARRANTY. Mistral warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Some countries and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to ninety (90) days and one year, respectively.

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