

SYMETRI – TERMS AND CONDITIONS FOR SUPPORT

1. General

- 1.1 These Terms and Conditions for Support (the "T&C") are applicable for all support services performed by applicable Symetri company ("Symetri") to the customer ("Customer").
- 1.2 In addition to these T&C's Symetri's General Standard T&C shall apply and prevail. Thus, any indemnifications and warranties in these T&C's are subject to any limitation of liability in Symetri's General Standard T&C's.
- 1.3 These T&C's together with Symetri's General Standard T&C's and any agreement, appendices and/or offers issued by Symetri and accepted by the Customer constitutes the agreement between the parties (the "Agreement").

2. Support – General

- 2.1 Symetri's support services shall cover the licensed program(s) that is/are specified in the Agreement (the "Supported Programs").
- 2.2 Symetri shall provide support availability and support services to the Customer as specified in these T&C's.
- 2.3 Symetri will maintain an organization and be prepared with suitably qualified and competent personnel that can carry out Symetri's obligations under these T&C's. Symetri shall execute the support services in a professional manner.

3. Support Services

- 3.1 Symetri offers different support levels. The support level differs as regards to included features and agreed response time. Symetri shall provide the level of support availability and response time as specified in the Agreement. Please see Symetri's website for more information about the different support levels offered.
- 3.2 Symetri shall, subject to the Customer's timely payment of the support fees, provide the Customer with access to qualified and competent personnel provided by Symetri who will carry out support to the Customer in accordance with the agreed support level.
- 3.3 Unless otherwise is agreed and specified in the Agreement, the support service desk is operated within office hours local time on regular business days in the country of the applicable Symetri company. No

service is available on weekends, bank holidays or national holidays.

- 3.4 Symetri's support is available for the Customer's registered users of the Supported Programs and all communication and service requests from the Customer shall thus be handled by such registered users. The Customer may register one (1) user per permitted number of users per license.
- 3.5 When making a support request, the Customer shall identify itself and correctly describe the support matter at issue. Symetri may, in its sole discretion, reject a support request if the request is not a support matter covered by the Agreement.
- 3.6 Symetri shall provide the Customer with support regarding the Supported Program's activation, functionality and troubleshooting. For any work performed that is not included in the agreed support, including onsite support, the Customer shall, unless otherwise agreed in the Agreement, pay for such additional work as a separate project. Unless otherwise is agreed between the parties in writing, such work shall be paid for on a time and materials basis in accordance with Symetri's at the time of execution of the work applicable standard prices.
- 3.7 The Customer's registered users may contact Symetri in the ways that are included in the support level that the Customer has chosen, which is specified in the Agreement.
- 3.8 The response time starts to count down when Symetri has received and logged the support request from the Customer's registered user. The agreed response time is the time to Symetri's first response.
- 3.9 Symetri will use its reasonable efforts to respond to support requests within the agreed response time. Any compensation to the Customer if Symetri would fail to fulfil its obligation to respond to the Customer within the agreed response time shall be paid in the form of a price reduction at the next renewal of the Agreement. The Customer shall claim such compensation no later than two (2) months from the day when Symetri's failure occurred.
- 3.10 The remedy set forth above shall be the Customer's sole and exclusive remedy in case of any breach of Symetri's support obligations.
- 3.11 Support is given in the local language of the applicable Symetri company.

4. Support Services – Exceptions

- 4.1 Symetri shall only provide support on the most current version of the Supported Programs and the three versions immediately preceding it at any time during the term of the Agreement.
- 4.2 Symetri's obligations as regards to support under the Agreement does not include:
- a) error(s) caused by the Customer's use of the Supported Programs together with equipment, accessories or software other than those specified in the relevant documentation from the licensor;
 - b) error(s) caused by the Customer's changes or interference with the Supported Programs or the use of the Supported Programs in a way that deviates from the licensor's instructions for use;
 - c) error(s) caused by the Customer's use of the Supported Programs by e.g. making the Supported Programs available to unauthorised users;
 - d) error(s) caused by a third party or by circumstances beyond Symetri's control such as faulty equipment or software which are not the Supported Programs;
 - e) error(s) due to the Customer not providing correct information or conditions, or error(s) caused by the Customer or any circumstance for which the Customer is responsible;
 - f) error(s) caused by external attacks such as virus or similar occurrences; or
 - g) error(s) caused by the Customer's use of the Supported Programs outside its intended use or as prescribed for in the license agreement for the Supported Programs.
- 4.3 Symetri shall not be held liable for any system performance decrease due to changes in the Customer's hardware or software environment or server configurations not accepted by Symetri or any other defects that are wholly or partly caused by the Customer or its personnel.
- 4.4 Symetri's support obligations do not include advanced installation problems, application development or configuration, training, design assistance and education.
- 4.5 The Customer has the sole responsibility for backup copying of the Supported Programs and other computer systems or data that may be affected by the support.
- 4.6 Unless otherwise is agreed between the parties in writing, the Customer is not entitled to order support

on behalf of companies within the Customer group of companies.

5. Customer's Obligations – Basic Training

The Customer shall ensure that its employees, representatives and other persons that are registered as users of the Supported Programs have knowledge equivalent to the basic training on the Supported Programs covered in the Agreement.

6. Remote Support

If the parties have entered into a specific agreement regarding remote access or the Customer has chosen a service level which includes support by remote access, the Customer shall by data communication provide Symetri access to the equipment where the Supported Programs are installed, in order for Symetri to be able to perform its obligations in accordance with the Agreement. Remote access shall be enabled in accordance with Symetri's further instructions. When performing such work Symetri shall comply with any security instructions or guidelines provided by the Customer to Symetri.

7. Modifications of Services

- 7.1 If the Customer wishes to modify the nature of scope of the support services the Customer shall submit such request to Symetri in writing.
- 7.2 Symetri shall, within a reasonable period after receiving the request for modification, provide written notification as to whether or not the modification has been accepted, and if so, what conditions in respect of price, quality impact and other factors will be applicable to the modification.
- 7.3 The parties shall conclude a written agreement concerning modifications with agreed financial changes and other conditions resulting from the modifications.

8. Term and Termination

The Agreement shall be effective for an initial term of one (1) year, unless otherwise is agreed between the parties in writing. Unless terminated by either party giving the other party at least one (1) month's written notice, the Agreement shall thereafter be automatically renewed for one (1) year at a time with the same notice period.