

SYMETRI – TERMS AND CONDITIONS FOR SUPPORT

1. General

- 1.1 These terms and conditions for support (the “**Support Terms**”) are applicable for all support services performed by Symetri to the Customer.
- 1.2 These Support Terms shall constitute an integrated part of the Agreement between the Parties. Thus, any indemnifications and warranties in these Support Terms are subject to any limitation of liability in the GT&C’s.
- 1.3 In the event of any conflict between the documents relating to these Support Terms, these Support Terms shall prevail.

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 of the Supported Programs to the Customer as specified in these Support Terms.
- 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 Support Terms. Symetri shall execute the support services in a professional manner. Symetri may engage subcontractors for the performance of Symetri’s obligations under these Support Terms, provided that Symetri is responsible for the results of such subcontractor’s work, as had Symetri itself acted or omitted to act.

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.
- 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 unless specifically specified in the Agreement.

- 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.
- 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. Response time is only measured during the time the support service desk is operated as set out in the Agreement.
- 3.9 Symetri will use its best 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 of the Customer’s fees for the relevant support service at the next renewal of the Agreement upon demand by the Customer. 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 (3) 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 Symetri or 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 Symetri's or 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 but not limited to 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 viruses 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 terms and conditions relating to 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 or solution development or configuration, training, design assistance and education. Symetri's performance of any such actions is subject to Symetri's terms and conditions for consulting services.
- 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's 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 and through the solution for remote access chosen by Symetri. When performing such work Symetri shall comply with any reasonable security instructions or guidelines provided by the Customer to Symetri.

7. Modifications of Support 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 parts of the Agreement relating to Symetri's provision of support, including these Support Terms, 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 or

according to the notice period agreed in writing between the Parties, the parts of the Agreement relating to Symetri's provision of support, including these Support Terms, shall thereafter be automatically renewed for one (1) year at a time with the same notice period, unless otherwise is agreed between the Parties in writing.