

Technical Support Agreement Clavister Products

1. Preamble

This legal document is a Technical Support Agreement (hereinafter "**TSA**") between you as an end user and Clavister AB (hereinafter "Clavister").

2. Service Content

Subject to the terms and conditions contained herein, Clavister shall, for a specific license of a Clavister Product (hereinafter "**Product**"), provide either:

- a) Technical Support – Standard; or
- b) Technical Support – Premium

The above mentioned services are hereinafter jointly referred to as the "**Services**".

The Services are restricted to be used only with the specific license of the Product for which you have entered into the End User's License Agreement ("**EULA**") and this TSA.

3. General Provisions

Clavister shall provide you with Technical Support consisting of

- a) service desk - general assistance with regard to questions regarding usage of the Product and information about availability of coming updates and upgrades of the Product;
- b) incident management operation – provision of solutions to known defects;
- c) problem management operation – defect analysis when there is no available solution to reported defects and forwarding of defects for defect corrections under the End User's License Agreement or the Software Maintenance Agreement, if applicable.

The scope of the Technical Support, as it may vary from time to time, is further defined on Clavister's website <http://www.clavister.com>.

You shall ensure that only persons trained in the operation and usage of the Product uses the Product and serve as your representative towards Clavister.

4. Service Availability

Clavister shall provide the Services remotely by telephone, e-mail and/or web-based support tools.

Clavister shall provide the "Technical Support – Standard" service during 08:00 to 17:00, **Local Time Zone**, where Local Time Zone is defined as the time zone where the Product is in operation.

Clavister shall provide the "Technical Support – Premium" service 24 hours per day and 365 days per year.

5. Customer Support Requests

For each new support case, you shall issue a Customer Support Request ("**CSR**") to Clavister using telephone, e-mail and/or web-based support tools.

In the CSR, you shall provide information deemed necessary by Clavister for the proper execution of the Services. This information includes for instance, among others, Product identification, diagnostic data and so forth.

Clavister will provide a comprehensive list of requested information as well as detailed and updated specifications of severity levels on Clavister's website <http://www.clavister.com>.

When issuing a CSR, you should indicate the severity of the CSR according to Clavister's severity levels. Clavister may, after analyzing the issued CSR, reclassify the CSR to another severity level, should Clavister consider the reported severity level not be in line with the contents of the CSR.

Clavister will assign a unique identifier to the CSR. This identifier shall be used as a reference whenever communicating with Clavister with regards to the specific CSR.

6. Response Times

Clavister will prioritize CSRs according to their severity level. "Technical Support – Premium" CSRs will however always have a higher priority than "Technical Support – Standard" CSRs.

Clavister will use commercially reasonable efforts to respond to CSRs in the shortest time possible and within communicated time frames. Clavister makes no warranties however to respond to a CSR within a specific time frame.

7. Restrictions of Services

The Services are restricted only to the current release of the Product and two (2) previous releases.

The Services do *not* include error corrections, advanced product configuration assistance, product training or support that had not been needed if you have retrieved and made use of updates that provide defect corrections, or other tasks that are not part of general usage or troubleshooting of the Product.

Furthermore, the Services do not include support that is needed as a result of a) you installing or using the Product in non-conformance with Clavister's instructions; b) any modification made to the Product by you or any other third party other than Clavister, c) operator failure, d) malfunction of a product that has not been supplied by Clavister, e) problems caused by the installation of the Product on an unsupported platform, f) any functionality failure not directly related to the Product, g) problems caused by third party products, or h) an incident outside Clavister's control.

8. Other Restrictions

You may not transfer this TSA or your rights granted under this TSA to a third party without the prior written consent of Clavister. Any transfer without Clavister's prior written consent shall be interpreted as termination of this TSA and take immediate effect the date upon which you conduct the unauthorized transfer. You shall take the full responsibility with respect to any and all consequences occurred due to aforementioned action.

9. Service fee and payment

The Services is subject to the payment of an annual service fee, to be paid in advance, as agreed between you and the distributor.

Unless otherwise agreed, the fees under this TSA shall be paid within thirty (30) days of the invoice date. Clavister and/or the distributor are/is entitled to charge you an interest on overdue payment in accordance with the Swedish Interest Act (*Sw: räntelagen (1975:635)*).

10. Audit right

Upon request, you shall, without undue delay, furnish to Clavister such documentation and access to your facilities and records as Clavister may reasonably request from time to time in order to verify your compliance with this TSA.

11. Limited Liability

CLAVISTER HEREBY EXCLUDES ANY LIABILITY WITH RESPECT TO INDIRECT DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFIT, LOSS OF DATA OR BUSINESS INTERRUPTION RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF CLAVISTER OR ANY SUPPLIER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

CLAVISTER WILL IN NO EVENT BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF TWENTY PERCENT OF THE ANNUAL SERVICE FEE.

12. Term and Termination

This TSA will remain in effect until further notice. Either party may terminate the TSA by giving six (6) months written notice.

Either party may terminate this TSA with immediate effect if the other party is in material breach of any of its obligations hereunder and such breach is not cured within thirty (30) days after written notice. Your failure to make any payment when due shall always be regarded as a material breach of agreement.

Upon termination, you are no longer entitled to make use of the Services.

This TSA will automatically terminate upon termination of the EULA.

Any termination of this TSA shall not affect any accrued rights or liabilities of either party.

13. Entire Agreement

Each of the parties to this TSA confirms that this TSA represents the entire understanding and constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the parties.

The Swedish Sale of Goods Act shall be explicitly excluded.

14. Disputes and governing law

This TSA shall be governed by Swedish law, without regard to its conflict of law provisions.

Any dispute, controversy or claim arising out of or in connection with this TSA shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce ("the Institute") unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply.

The arbitration proceedings shall, unless otherwise agreed, be conducted in the English language and shall take place in Stockholm, Sweden.