

## Attachment 2, Definitions

### 1. Definitions

- 1.1. "Adaptation" refers to customer specific adaptation developed by the Supplier based on Customer specific requirements and specified in a separate attachment.
- 1.2. "Agreement" refers to the agreement entered into by op5 (also referred to as the "Supplier") and the Customer.
- 1.3. "Completion day" refers to the day the Supplier notifies the Customer that an ordered Service is implemented.
- 1.4. "Day of approval" refers to the day when the Customer approves, or shall be deemed as having approved an implemented Service.
- 1.5. "Delivery" refers to the physical delivery of the Software Packaging through the agreed upon data media.
- 1.6. "Edition" refers to a new, generally available edition of the Software Packaging.
- 1.7. "Nodes" refers to the number of assigned Nodes (IP addresses), in the agreement, which the Customer owns the right to utilize the Software Packaging for, in accordance with what is established in these license terms and conditions.
- 1.8. "op5" refers to the company op5 AB, Corporate Identity Number 556582-9131, which has developed and is entitled to all the rights for op5 Core System, op5 Monitor, op5 Statistics and op5 LogServer, or holds the rights to sublicense Third Party's Product integrated in these.
- 1.9. "op5 Partner" refers to any company which, through entering an agreement with op5, has been designated an op5 Partner.
- 1.10. "op5 Product Fact Sheet" refers to the publication which is made available by op5 and which includes a description of the components' functionality in the Software Packaging.
- 1.11. "op5 Support" refers to op5's support organization, through which the Supplier will provide the Support Services.
- 1.12. "op5 Support Level" refers to the agreed upon level of Support Services which are to be provided by op5 Support.
- 1.13. "Price attachment" refers to an attachment including prices, payment terms & conditions and products.
- 1.14. "Services" refers to those professional services which are to be provided by op5 according to the Agreement and its Attachments.
- 1.15. "Software Packaging" refers to the current valid version, of op5 Core System together with op5 Monitor and/or op5 Logistics and/or op5 Statistics, in accordance with the records in the acknowledgment of the order. The Software

Packaging includes; an open source code software as well as op5's independently developed software. The open source code software, which is delivered as parts of the Software Packaging, only takes place in accordance with the licensing conditions in the current GNU General Public License ("GPL"). This implies that op5 transfers such software "as is" ("as is basis"), without being held liable for potential infringement of the rights of third party or for any possible damages for customer, in connection with the utilization of such software.

- 1.16. "Source code" refers to the source code for the op5 independently developed software.
- 1.17. "Support Services" refers to those maintenance and support services which are to be provided by op5 Support according to the Agreement and its Attachments.
- 1.18. "Third party products" refer to products, except for the open source code software, which is developed by a party other than op5, and which are made available to the Customer by op5.
- 1.19. "User Documentation" refers to the instructional documentation (op5 Installation Guide) which is provided by the Supplier for the utilisation of the Software Packaging.