

Attachment 5: op5 Support Terms and Conditions

- 1 New version of the Software Packaging
 - 1.1 By signing the Agreement, and through payment of fees applicable, the Customer subscribes to all updates and new versions of the Software Packaging covered by this Agreement and which op5, at its own behalf, makes generally available during the validity period of the Agreement. For such updates, the license terms and conditions, applicable at all times, shall apply.
 - 1.2 The Customer is not obligated to install the latest version of the Software Packaging, but utilization of older versions can lead to limitations or additional costs for carrying out and availability of Support Services.
- 2 Support Services
 - 2.1 By the Agreement being signed by both parties the Supplier will provide Support Services in accordance with the SLA (Service Level Agreement) applicable at all times.
 - 2.2 op5 Support commits to carrying out, and, during a limited time, archive a register of each incident reported by the Customer. This includes dates and times of reported incidents, and those recommendations or corrections implemented by op5 or the Customer.
 - 2.3 Unless otherwise agreed upon, the following services are not included in the Support Services, according to this Agreement.
 - Installation, customization, integration and implementation of new versions or updates of the Software Packaging.
 - Support services relating to modifications of the Software Packaging.
 - Software Packaging relating to third party products not specified in specification of delivery.
 - Other services not included in the SLA (Service Level Agreement).
 - 2.4 Unless otherwise agreed upon, the Support Services are not available when the Software Packaging has been modified or incorrectly utilized or used by a party other than the Customer.
- 3 The Customer's obligations
 - 3.1 The Customer commits to adhering to the support routines specified in the Support Handbook and following those instructions given by the Supplier and/or op5 Support regarding utilisation of the Software Packaging.
 - 3.2 The Customer shall report all incidents directly to the Supplier's incident logging system. If the Customer is unable to do so, reporting shall be made via email, telephone or fax. When reporting an incident, the Customer shall specify those conditions prevailing at the time of the incident and the symptoms of the incident, in as detailed a manner as possible, to enable op5 Support to recreate the described problem.

- 3.3 After reasonable notice has been submitted, and at the expense of the Customer, the Customer commits to granting op5 Supports or the Supplier's designated employees free access to the Customer's facilities to the extent deemed necessary to provide Support Services in accordance with this Agreement.
 - 3.4 Unless otherwise agreed upon, the Customer is responsible for testing software corrections.
 - 3.5 During the validity period of the Agreement, the Customer commits to not demanding, allowing or granting any party other than the Supplier the right to provide Support Services with regards to the Software Packaging.
- 4 Supplementary licences
 - 4.1 In the event the Customer and the Supplier agree upon supplementary licences, Support in accordance with this Agreement, which relates to such supplementary licences, shall be provided from the date of the agreement for supplementary licenses and at rates applicable at that time.