

Support Service Terms

1 SCOPE

These Support Service Terms state the terms and conditions under which Cryptify offers Product Support Services to the Licensee during the term of the Main Agreement.

2 DEFINITIONS

Unless otherwise defined in this Support Service Terms, capitalized terms herein shall have the meaning set forth in the Main Agreement. In addition and for the purposes of these Support Service Terms, the following terms shall have the meaning hereby assigned to them.

“**Business Hour**” means any time period between 0800 and 1700 on a Business Day in Sweden

“**End User**” shall mean an end-user authorized by the Licensee to access the Software.

“**Errors**”, means any defect in material, performance or design of the Software, or any non-conformities, malfunctions or other problems in or with the Software, which cause the Software not to perform, function or operate in accordance with the applicable specification.

“**Resolution**” means a patch, workaround, Software Release or any other remedy that solves a problem temporarily or permanently.

“**Software Release**” means a new revision of the Software containing new functionality and/or corrections.

“**Support Period**” means the time period for which Support Service is purchased.

“**Support Request**” is a request for support from Licensee to Cryptify containing necessary information for Cryptify to provide a Resolution

“**Support Service**” means the support services purchased by Licensee under Main Agreement and these Support Service Terms.

“**Status Update**” is a recurring (if necessary) report of progress in rectifying the Error, including an estimate of the final resolution date.

- 3 SUPPORT SERVICE
- 3.1 Cryptify will provide technical support services to Licensee for Errors reported to Cryptify by Licensee using e-mail, and consultation over telephone or using e-mail. E-mail to be used is support@cryptify.com. Subject to the terms below, services shall include efforts by Cryptify to identify defective source code and to provide corrections, workarounds and/or patches to correct the Errors.
- 3.2 Cryptify will offer emergency on-site-support service to Licensee in case of serious service outage and other crisis scenarios concerning the Cryptify Call service operation (“Emergency On-Site Support”). Licensee may require Cryptify to provide on-site support by an expert engineer. The engineer shall be prepared to depart as soon as possible but never later than within 8 hours from his or her regular place of work. Upon arrival to the site, the expert engineer shall analyze the situation, provide recommendation(s) for a workaround, and assist in carrying out such recommendation(s). In addition to the hourly rate for Emergency On-Site Support, Licensee shall reimburse Cryptify all expenses in connection with Emergency On-Site Support, including the applicable costs for food, travel, accommodation and other related expenses.
- 3.3 Cryptify will upon request by Licensee participate in Support Service follow-up meetings organized by Licensee. Such meetings shall not exceed 2 hours per month.
- 3.4 Cryptify shall keep all relevant documentation up-to-date and available to the Licensee. Documentation is available at the Partner Area at <https://www.cryptify.com>.
- 3.5 Licensee shall report Errors as Support Requests using the e-mail address support@cryptify.com. The Support Request shall provide sufficient information for Cryptify to reproduce the Error before Cryptify’s response obligations will commence. At a minimum such Support Request shall include (i) a complete description of the problem and how to reproduce it, (ii) initial severity level assessment, (iii) full details of the software and hardware environment, and (iv) a test case that demonstrates the problem. In case Cryptify reasonable believes the initial classification is incorrect the Parties will resolve with the situation in good faith.
- 3.6 Cryptify will confirm receipt of the Support Requests submitted by e-mail to support@cryptify.com in accordance with Table 1 below (“Acknowledgement Time”).
- 3.7 Cryptify shall use reasonable commercial efforts to resolve the reported Error within the time defined by Table 1 below (“Initial Response Time”), by providing either (i) a reasonable workaround; (ii) a correction; or (iii) a specific action plan for how Cryptify will address the problem including an estimate of how long it will take to rectify the defect. Unless otherwise authorized in writing by Cryptify, Cryptify will not be required to correct any Error caused by (a) the failure of Licensee and/or End User to perform its obligations under this Agreement; (b) Cryptify’s compliance with Licensee’s directions, instructions, decisions, consents, notices, acceptances, authorizations, waivers, permissions or approvals; (c) the improper functioning or unavailability of technology for which Cryptify does not have operational responsibility of; (d) failure to incorporate any Software Release previously released by Cryptify which corrects such Error.
- 3.8 Where Cryptify has been unable to resolve the Error within the Initial Response Time, Cryptify shall provide to Licensee Status Updates of progress in dealing with

- the Error, at intervals no greater than those stated in the Initial Response Time in Table 1.
- 3.9 Corrections will be delivered as a new Software Release.
- 3.10 Licensee and End User shall be entitled to new Software Releases throughout the Support Period.
- 3.11 Cryptify shall deliver and license new Software Releases to Licensee.
- 3.12 For the avoidance of doubt, the licensing of new Software Releases shall not be subject to any Licensee and/or End User contractual acceptance under these Support Service Terms or the Main Agreement, other than delivery verification and shall be considered as automatically accepted when delivered.
- 3.13 The delivered new Software Release may either physically replace the earlier Software in its entirety or parts thereof. Replaced software (including any back-up copies thereof) shall be returned to Cryptify, or, upon Cryptify's written approval, be destroyed and the license will apply only to the new Software Release.
- 3.14 Any acquiring of hardware, licenses and/or services required, in addition to what Licensee has acquired under the Main Agreement, for the use of the new Software Release is Licensees responsibility. Cryptify shall notify Licensee if such additional acquisition is required no later than one (1) months prior to the launch of the new Software Release requiring such acquisition.
- 3.15 The same license as applicable for the relevant Software shall apply for any new Software Release delivered as a result of the Support Service.
- 3.16 Such license for any new Software Release is granted when the new Software Release is delivered to Licensee.
- 3.17 The Parties agree that upon Cryptify's delivery of new Software Releases an amendment to the existing applicable license under the Main Agreement is considered concluded and the new Functional Specification will as a result thereof constitute an amendment to the existing applicable Functional Specification

3.18 Table 1 describes targeted response times, exclude public holidays, recognized by Cryptify.

Errors are classified according to the following severity levels:

Critical: designating a catastrophic Error, failure resulting in severe loss of communications, and/or loss of functionality at a site or at a higher level within the system for which there is no current backup solution or workaround established or implemented

High: designating an Error or failure resulting in a major outage causing a disruption in normal service, e.g. required manual restarts of the complete system. Communication is still possible but may be degraded and/or some functionality and features may be lost. Workarounds and/or backup solutions are known and can be implemented

Medium: designating an Error or failure that does not result in severe communication failure but does negatively impact/diminish functionality and features or abnormal system behavior such as cyclic restarts of boards, systemic single user aborts, system performance problems and failure during upgrade/update procedures. System optimization and configuration issues are considered in this category

Low designating an Error that does not result in a communication or functionality failure. Scheduled routine maintenance activity, installation of Software Releases, and intermittent problems being investigated are examples this category

Severity level	Acknowledgment Time	Initial Response Time/Status Update	Status Update	Release after correction is implemented ¹⁾
Critical	5 minutes	4 Business Hours	Every Business Day	5 Business Days
High	5 minutes	1 Business Day	Every 3 rd Business Day	10 Business Days
Medium	5 minutes	5 Business Days	N/A	Next sequential Software Release
Low	5 minutes	N/A	N/A	Next sequential Software Release

Table 1

1) Additional time required by third party to validate the Software prior to publishing, e.g. Apple review and Google Play, is not included.

- 4 GENERAL PROVISIONS
- 4.1 Support Service will be given for Software. These Support Service Terms does not cover support for hardware and inter-working software.
- 4.2 Provisioning of Support Service for Software that has been discontinued is subject to availability and special agreements.
- 4.3 Any additional Support Services not outlined in these Support Service Terms, must be agreed upon in writing on an individual basis.
- 5 LICENSEE RESPONSIBILITIES

General

- 5.1 Licensee shall employ competent personnel with expertise and qualifications necessary to provide customer support services.
- 5.2 Licensee shall determine whether a problem reported by End User originates from other software, hardware or Software and if originating from other software or hardware, co-ordinate the resolution of the problem with the appropriate support provider.
- 5.3 Licensee shall only forward complicated Support Requests, which Licensee cannot resolve, to the Cryptify for final resolution.
- 5.4 Licensee agrees to submit and follow up Support Requests in a way that enables Cryptify to resolve Support Requests as effectively as possible.

Installation

- 5.5 Licensee agrees to comply with all Cryptify instructions and recommendations regarding installation of Software Releases and other corrections.

Authorized Callers

- 5.6 Licensee shall register callers authorized to request support assistance or report issues to Cryptify.

End User information

- 5.7 Licensee shall maintain primary contact with End Users and be familiar pertinent information of End User's devices.

6 SUPPORT REQUEST REPORTING

- 6.1 For Support Requests submitted via e-mail that has not been acknowledged within the response times in Table 1 above Licensee should followed by a telephone call to confirm that the e-mail has been received by Cryptify.
- 6.2 Cryptify assumes no responsibility should any of the above means of communications be unavailable.
- 6.3 Support Requests will be verified or confirmed by Cryptify to assess appropriate action within the Initial Response Time, as defined by Table 1 above.
- 6.4 A Support Request will be considered fully resolved when;
- * A Resolution has been provided that enables the Licensee to operate the system as outlined in the functional specifications, or;
 - * Licensee accepts that a Resolution will be provided in a coming Software Release.