

# Standards Digital Professional Services Agreement

THIS AGREEMENT GOVERNS CUSTOMER'S PURCHASE AND RECEIPT OF STANDARDS DIGITAL PROFESSIONAL SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING A STATEMENT OF WORK ("SOW") OR ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT RECEIVE THE PROFESSIONALSERVICES.

This Agreement was last updated on Sept 06, 2019.

It is effective between Customer and Standards Digital as of the date of Customer's accepting this Agreement.



## 1. DEFINITIONS

“Affiliate” any subsidiary or subsidiary undertaking of the Client, parent undertaking of the Client, any subsidiary or subsidiary undertaking of such parent undertaking

“Agreement” means this Professional Services Agreement and any applicable Order Form(s) and or SoW(s)

“Business Hours” means standard Norwegian business hours, excluding weekends and Norwegian public holidays

“Change Order” means any change to an SOW or Order Form, as applicable, as described in the “Change Orders” section below. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form, as applicable in the absence of an SOW.

“Customer” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms

“Deliverable” means a deliverable under an SOW or Order Form.

“Effective Date” means the date of Customer’s accepting this Agreement

“Intellectual Property Rights” means rights under any copyright, patent, trademark, trade secret and other intellectual property laws worldwide

“Online Services” means any online, web-based subscription services and associated offline components made available by Standards Digital to Customer under a separate agreement.

“Order form” means the subscription order form

“Parties” means the Customer and Standards Digital (and “Party” shall mean either one)

“Professional Services” means work performed by Standards Digital, its Affiliates, or its or their respective permitted subcontractors under an SOW or Order Form, including the provision of any Deliverables specified in such SOW or Order Form.

“Services” means all the products and services provided by Standards Digital

“Service Term” means the Initial Subscription Period together with any subsequent Renewal Periods

“SOW” means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Standards Digital provides its Professional Services

“Standards Digital” means Standards Digital AS, registration No. 919 577 088 in the Kingdom of Norway

“Subscribed Services” means Services that Customer or Customer’s Affiliate subscribes to under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial

“Website” means [www.standardsdigital.com](http://www.standardsdigital.com)





## 2. PROFESSIONAL SERVICES

**2.1 Scope of Professional Services.** Standards Digital will provide to Customer the Professional Services specified in each SOW or Order Form (as applicable), subject to Customer's payment of all applicable fees as set forth in the "Fees" section of this Agreement.

**2.2 Relationship to Online Services.** This Agreement is limited to Professional Services and does not convey any right to use Online Services. Professional Services are governed solely by these terms and conditions and are purchased separately from the Standards Digital Online Services. Any use of Online Services by Customer will be governed by a separate agreement. Customer agrees that its purchase of Professional Services is not contingent on the delivery of any future Online Service functionality or features, or on any oral or written public comments by Standards Digital regarding future Online Service functionality or features.

**2.3 Non-exclusive Agreement.** It is understood and agreed that this Agreement does not grant to Standards Digital any exclusive rights to do business with the Customer and that the Customer may contract with other suppliers for the procurement of similar services. Nothing in the Agreement prevents the Standards Digital from marketing, developing, using and performing similar services or products to other potential Customers' subject to the confidentiality provisions set out in clause 9.

**2.4 Resource availability.** Scheduling of all Professional Services and associated resources is subject to availability.

## CUSTOMER COOPERATION

**3.1. Cooperation.** Customer will cooperate reasonably and in good faith with Standards Digital in its performance of Professional Services by, without limitation:

- (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Standards Digital to perform its obligations under each SOW or Order Form;
- (b) timely delivering any Customer deliverables and other obligations required under each SOW or Order Form;
- (c) timely responding to Standards Digital's inquiries related to the Professional Services;
- (d) assigning an internal project manager for each SOW or Order Form to serve as a primary point of contact for Standards Digital;
- (e) actively participating in scheduled project meetings;
- (f) providing, in a timely manner, access to all necessary IT environments with usernames and passwords, reasonably necessary to enable Standards Digital to perform its obligations under each SOW or Order Form;
- (g) complete, accurate and timely information, data and feedback all as reasonably required;
- (h) Unless there is a valid reason to dispute an invoice, the Customer undertakes to process and settle invoices by the due dates.

**3.2. Delays.** Standards Digital shall not be liable for any delays in the performance of Professional Services or delivery of Deliverables caused by Customer, and such delays may result in additional applicable charges for resource time.



#### 4. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

**4.1 Delivery of Services.** Standards Digital will provide the Professional Services, including any Deliverables, in accordance with the Agreement and the applicable SOWs or Order Forms.

**4.2 Acceptance.** Upon completion of each Deliverable under a SOW or Order Form, Standards Digital shall, as applicable:

- (a) submit a complete copy to Customer; and
- (b) at Customer's request, demonstrate its functionality to Customer.

Customer is responsible for reviewing and testing all Deliverables in accordance with such SOW or Order Form pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable.

Customer will provide Standards Digital with written notification of acceptance for each Deliverable within ten (10) business days of delivery; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify Standards Digital in writing within ten (10) business days after Standards Digital's submission of the Deliverable, specifying the deficiencies in detail. The Customer cannot refuse to accept a submitted Deliverable if the deficiencies are insignificant to the Customer's use of the Deliverable. Standards Digital will use commercially reasonable efforts to correct the notified deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to Standards Digital in writing within ten (10) business days after resubmission of the Deliverable. This process shall be repeated as necessary and appropriate.

If the parties determine that a Deliverable's functional requirements specified in a SOW or Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a Change Order for such revised requirements.

**4.3 No Effect on Warranty Remedies.** Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranties" section below.

**4.4 Change Orders.** Changes to a SOW or Order Form will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

#### 5. PERFORMANCE

**5.1 Standards Digital's responsibilities.** Standards Digital will use its reasonable endeavours to comply with any day or dates for supply or delivery of the Professional Services (as the case may be) as stated in the Agreement, but unless the Agreement otherwise expressly provides, time shall not be of the essence, such dates shall constitute estimates only and Standards Digital shall have no Liability for failing to meet them.

#### 6. SECURITY, RECOVERY & SUPPORT

**6.1. Physical Access.** The Customer is to ensure that Standard Digital Personnel and any Third-Party Personnel nominated by Standard Digital are given reasonable authorised access to premises and equipment in order that the Professional Services may be delivered and maintained in accordance with the terms of this Agreement.

**6.2. Logical Access.** The Customer is to ensure that Standard Digital Personnel and any Third-Party Personnel nominated by Standard Digital are given administrative access to the software and systems Standard Digital supports in order that the Professional Services may be delivered and maintained in accordance with the terms of this Agreement.



**6.3. Compliance with Customer Security Policies.** In the event that the Customer operates formal security policies, and the Customer makes Standards Digital formally aware of these in written form, then Standards Digital will ensure that Standards Digital Personnel and any relevant Third-Party Personnel are made aware of such policies, and will also ensure on-going compliance with these policy statements. The Customer will provide Standards Digital with up to date information in written form on its security policies and will keep the Standards Digital informed about any changes to these policies.

**6.4. Information and Data Security Measures.** Standards Digital will manage information and data security with reasonable efforts to restrict unauthorised access. Standards Digital will use reasonable commercial efforts to ensure that Standards Digital Personnel and any relevant Third-Party Personnel are fully aware of the risks associated with information and data security issues and that they manage the information as set out in the beginning of this clause. Standards Digital cannot be held liable for data loss due to security breaches, hardware or software failure or virus infection, save to the extent that such loss is caused directly by Standards Digital Personnel and/or Third-Party Personnel's gross negligence or wilful misconduct.

**6.5. Disaster Recovery & Data Backup.** Unless otherwise specified in an SOW or Order Form, the Customer is responsible for the implementation and testing of disaster recovery and data backup procedures. Any data or information loss resulting from the failure of devices managed by Standards Digital or services rendered by Standards Digital in the course of the provision of the Professional Services is the Customer's sole responsibility, save to the extent that such loss results from the gross negligence or wilful misconduct of Standards Digital.

**6.6 Support & Maintenance Agreement.** Standards Digital will provide Support and Maintenance in accordance with Exhibit A to this Agreement (Support and Maintenance Agreement) as long as Customer is entitled to receive support under the applicable SOWs or Order Forms and this Agreement.

## 7. FEES AND INVOICING

**7.1 Fees.** Customer will pay Standards Digital for the Professional Services at the rates specified in the applicable SOW or Order Form, or if no rate is specified in the SOW or Order Form, Standards Digital's standard rates in effect at the time the SOW or Order Form is executed.

Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in a SOW or Order Form. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and Standards Digital's resource scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, Standards Digital will continue to provide Professional Services under the same rates and terms. Standards Digital will periodically update Customer on the status of the Professional Services and the fees accrued under SOWs or Order Forms.

**7.2 Reimbursable expenses.** Agreed incidental expenses may reasonably be incurred by Standards Digital in performing its obligations. No expenses shall be reimbursable unless the Standards Digital receives the prior written approval from the Customer prior to them being incurred. Notwithstanding such written approval, no expenses shall be reimbursable without the submission to the Customer of appropriate receipt or other acceptable proof of expense.

**7.3 Invoicing and Payment.** Charges for time-and-materials engagements will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW or Order Form. Charges for fixed fee engagements will be invoiced in advance in the manner as provided in the SOW or Order Form, as applicable, unless otherwise expressly stated therein. Invoiced amounts will be due and payable net fourteen (14) days from the invoice date. Customer is responsible for providing Standards Digital with its complete and accurate billing and contact information and notifying Standards Digital of any changes to such information.

**7.4 Overdue Charges.** Subject to the "Payment Disputes" section, if any invoiced amount is not received by Standards Digital by the due date, then without limiting Standards Digital's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted

by law, whichever is lower, and/or (b) Standards Digital may condition future purchases of Professional Services on payment terms shorter than those specified in the “Invoicing and Payment” section.

**7.5 Suspension of Professional Services.** Subject to the “Payment Disputes” section, if any amount owing by Customer under this Agreement for Standards Digital’s Professional Services is 30 days or more overdue, Standards Digital may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full.

**7.6 Payment Disputes.** Standards Digital will not exercise its rights under the “Overdue Charges” or “Suspension of Professional Services” sections above if Customer is disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

## 8. PROPRIETARY RIGHTS AND LICENSES

**8.1 Customer Intellectual Property.** Customer does not grant to Standards Digital any rights in or to Customer’s intellectual property except such licenses as may be required for Standards Digital to perform its obligations hereunder.

**8.2 Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information.

**8.3 Ownership.** All work product produced by Standards Digital in the course of providing the Professional Services shall be owned solely by Standards Digital. Upon Customer’s payment of fees due under an applicable SOW or Order Form, Standards Digital grants Customer a worldwide, perpetual, non-exclusive, non-transferable, license to copy, maintain, use and run (as applicable) solely for its internal business purposes anything developed by Standards Digital for Customer (“Contract Property”). Standards Digital and Customer each retains all right, title and interest in its respective intellectual property and Standards Digital retains all ownership rights in the Contract Property.

## 9. CONFIDENTIALITY

**9.1 Definition of Confidential Information.** “Confidential Information” means all information and materials disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Standards Digital includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement or as permitted by this Agreement.

Each Party shall hold the other Party’s Confidential Information in confidence and shall not make the other Party’s Confidential Information available to any third-party or use the other Party’s Confidential Information for any purpose other than to perform its obligations under this Agreement. The obligations of confidentiality set out in this section 9 shall apply indefinitely.

As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser’s property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information and materials in Recipient’s possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient’s standard, reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such confidential information is retained.





## 10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

**10.1 Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**10.2 Warranties.** Standards Digital warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry Standards and as set out in this Agreement and Order Form/SOW. For any breach of the above warranty, Customer's exclusive remedy and Standards Digital's entire liability will be the re-performance of the applicable Professional Services. If Standards Digital is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services fees paid to Standards Digital for the deficient Professional Services. Customer must make any claim under the foregoing warranty to Standards Digital in writing within 90 days of performance of such Professional Services in order to receive warranty remedies.

**10.3 Warranty Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (IN FACT OR BY OPERATION OF LAW), REGARDING THE PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND STANDARDS DIGITAL EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY STANDARDS DIGITAL.

## 11. INDEMNIFICATION

**11.1 MUTUAL INDEMNIFICATION.** (a) Indemnification by Standards Digital. In the event of a third-party claim against the Customer and this is due to circumstances that are within the control of Standards Digital, Standards Digital shall, at its own expense, handle the case on behalf of the Customer. Customer must promptly give Standards Digital written notice of the Claim and from the time Standards Digital takes over the case, the Customer shall assist Standards Digital. The Customer shall not act on its own in such cases, unless the parties agree otherwise. The Customer cannot make any other claims towards the Standards Digital based on the consequences of third-party claims. The above indemnification obligations do not apply to the extent a Claim arises from Customer's breach of this Agreement or applicable SOWs or Order Forms. (b) Indemnification by Customer. The Customer shall indemnify and keep indemnified Standards Digital against all claims, actions, proceedings, losses, damages, expenses and/or costs (including without limitation court costs and reasonable legal fees) suffered or incurred by Standards Digital arising out of or in connection with third party claims caused by the Customer's breach of this Agreement.

**11.2. Exclusive Remedy.** This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

## 12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

**12.1 Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE STATEMENT OF WORK OR ORDER FORM OUT OF WHICH THE LIABILITY AROSE IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

**12.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY

OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

### 13. TERM AND TERMINATION

**13.1 Term.** This Agreement commences on the Effective Date and will remain in effect until terminated in accordance with this section.

**13.2. Termination for Convenience.** Either party may terminate this Agreement at any time for convenience upon ten (10) days' written notice to the other. To the extent there are SOWs or Order Forms in effect when a party terminates this Agreement, such SOWs or Order Forms shall continue to be governed by this Agreement as if it had not been terminated. Customer may terminate an individual SOW or Order Form for convenience to the extent set forth in such SOW or Order Form.

**13.3. Termination for Cause.** A party may terminate this Agreement and/or any SOW or Order Form for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**13.4. Payment Upon Termination.** Upon any termination of an SOW or Order Form, Customer will pay, in accordance with the "Invoicing and Payment" section of this Agreement, any unpaid fees and expenses incurred on or before the termination date (such Professional Services fees to be paid on a time-and-materials or percent-of-completion basis, as appropriate). In the event that Customer terminates an SOW or Order Form for cause and Customer has pre-paid any fees for Professional Services not yet received, Standards Digital will refund such pre-paid fees. In the event that Standards Digital terminates an SOW or Order Form for cause, any pre-paid fees for Professional Services charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOW or Order Form.

**13.5. Surviving Provisions.** The sections titled "Fees and Invoicing", "Confidentiality," "Representations, Warranties, Exclusive Remedies and Disclaimers," "Indemnification," "Limitation of Liability," "Term and Termination" and "General" will survive any termination or expiration of this Agreement.

### 14. GENERAL

**14.1 Compliance with Laws.** Customer will comply with all laws and governmental rules and regulations that apply to Customer in its performance of its obligations and exercise of its rights, under this Agreement.

**14.2 Choice of law and dispute resolution.** The Agreement is governed by Norwegian law. The parties shall attempt to solve every dispute through informal negotiation and discussion. Formal proceedings should not be commenced until such informal negotiations and discussions are concluded without resolution. If such negotiations and discussions do not result in an amicable settlement, the dispute shall be resolved by arbitration according to the Norwegian act on arbitration. The seat of arbitration shall be in Oslo.

**14.3 Force Majeure.** If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond its reasonable control, the affected Party's performance will be excused for the resulting period of delay or inability to perform. Such causes include but are not limited to, war, riots, labour unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks and any other circumstance that according to the Norwegian law is considered "force majeure". Each party is entitled to terminate the Agreement with one month's written notice, if the force majeure situation makes it particularly burdensome for such party to maintain the Agreement. Each of the parties shall cover their own costs associated with the ending of the contractual relationship. The Customer shall pay the agreed price for the part of the deliverables that was performed prior to the Agreement coming to an end. The parties may not present other claims against each other due to the Agreement coming to an end pursuant to this provision. The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.





**14.4 Severability.** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties. Each of the provisions of this Agreement shall be construed as a separate and independent provision and shall not be limited or restricted by any other provision.

**14.5 Transfer.** Standards Digital is entitled to transfer its rights and obligations pursuant to this Agreement to a third party. The Customer shall not, without the prior written consent of Standards Digital, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under the Order Form or the Terms and Conditions.

**14.6 Subcontractors.** Standards Digital may, in its reasonable discretion, use subcontractors to perform any of its obligations hereunder. Standards Digital will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Standards Digital's obligations under this Agreement, except as otherwise specified herein.

**14.7 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

**14.8 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**14.9 Notices.** Notices required under this Agreement are to be sent to the address and persons specified in the related SOW linked to this Agreement. Notices are to be sent in writing by registered post, recorded post, express courier service or be delivered personally.

**14.10 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Customer and Standards Digital regarding the provision and receipt of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW or Order Form, (2) any exhibit, schedule or addendum to this Agreement and (3) the body of this Agreement.

**14.11 Changes to the Agreement.** Standards Digital may change the terms and conditions of this Agreement. Changes which Standards Digital reasonably considers to be material, will be communicated to impacted customers in writing and must be accepted by an authorised Customer representative. Information regarding changes which Standards Digital reasonably considers to be non-material will be made available on the Website.

**Exhibit A****(Support and Maintenance Agreement)**

This is Exhibit A to Standards Digital's Professional Services Agreement (the "Agreement"). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

**1. Segmentation.** Notwithstanding any language to the contrary, support and maintenance services (Support and Maintenance) are governed solely by these terms and conditions (Exhibit A) and can be purchased optionally together with Standards Digital Professional Services.

**2. Scope of Support and Maintenance.**

Standards Digital will provide to Customer the Support and Maintenance as specified in each SOW or Order Form (as applicable), subject to Customer's payment of all applicable fees as set forth in the "Fees" section of this Agreement.

Unless otherwise is specified in the applicable SOW or Order form, Support and Maintenance is available for 1 or more Deliverables, delivered by Standards Digital to the Customer under an approved SOW or Order form and shall include:

1. Ad-hoc Error Handling / Bug Fixes
  - a. Rectifying reported errors (corrective maintenance),
  - b. Identifying and rectifying potential errors before they arise (preventive maintenance),
2. Annual Updates / Enhancements
  - a. Changes for improving; for example, performance, maintainability, user friendliness, etc. (perfective maintenance)
  - b. Updating of documentation: To the extent that performed maintenance is of importance in relation to the associated documentation, documentation updates shall be made available to the Customer without undue delay.

**3. Support Levels**

Customer Support is separated in to 3 distinct layers

1. First Line Support – Standards Digital Customer Support
  - Receives communications from users regarding problems they are experiencing
  - Logs problems in the incident management system
  - Attempts to resolve the problem
  - Escalates the problem to Second Line Support where necessary
2. Second Line Support – Standards Digital Technical Operations Support
  - Receives escalated incidents from First Line Support
  - Updates incident records in the incident management system with actions taken
  - Attempts to resolve the incident
  - Escalates to the Third Line Support where necessary
3. Third Line Support – Standards Digital Application Support
  - Receives escalated incident from Second Line Support
  - Investigates issues, develops fixes and workarounds

**4. Customer Process to Access Support**

Customers are required to establish and maintain processes as necessary to ensure that they have sufficient training and local support in the use of the deliverable(s) as applicable to their business.

If after reasonable efforts the Customer is unable to diagnose or resolve a problem, a customer's designated support contact may contact Standards Digital's First Line Support team for assistance.





A customer’s designated support contact may contact Standards Digital Support via the following channels:

- Standards Digital Service Desk: <https://standardsdigital.atlassian.net/servicedesk/>
- Standards Digital Support Email: [support@standardsdigital.com](mailto:support@standardsdigital.com)

## 5. Response times

Standards Digital is committed to responding to all Support Requests. All Severities can be logged with Standards Digital on a 24 hour per day, 7 days per week, 365 days per year basis via the Standards Digital Service Desk or email.

The Standards Digital Service Desk and Email are only monitored during Business Hours, excluding weekends and public holidays.

Standards Digital does not guarantee resolution times, and a resolution may consist of a fix, workaround or other solution Standards Digital deems reasonable.

The Standards Digital First Line Support analyst will initially assess the impact and urgency (and therefore resulting severity) of the issue to determine whether it represents a major incident.

Standards Digital will use reasonable efforts to meet the target response times stated in the table below.

Severity		Description	Target Response
1	A. Critical	Error that results in the stoppage of the software, loss of data, or in other functions that, based on an objective assessment, are of critical importance to the Customer not working as agreed.	2 hours
2	B. High	Error that results in functions that, based on an objective assessment, are of importance to the Customer not working as described in the agreement, and which it is time-consuming and costly to work around.	4 hours
3	C. Medium	Error that results in individual functions not working as intended, but which can be worked around with relative ease by the Customer.	8 hours
4	D. Inquiry	inquiries about routine technical issues; information requests on application capabilities; navigation, installation, or configuration	16 hours

Target response times include Business Hours only and exclude weekends and public holidays

## 6. Error Handling / Bug Fixes

- The Customer shall report any errors without undue delay. Standards Digital shall assist with identifying and rectifying errors
- Issues rated as Critical and High will be resolved and deployed into production as soon as is commercially reasonable
- Issues rated as Medium and below will be prioritised relative to and released with the annual update schedule
- Standards Digital shall not be liable for, nor obliged to fix any errors/bugs reported by Customers, that are not directly linked to a deliverable delivered to the Customer under an approved SOW or Order form

## 7. Escalation

Customer may escalate an incident which has previously been reported to the Standards Digital Support team and where progress is not visible or satisfactory. The escalation path is: **1. First level Customer Support Management** **2. Top level Executive Management**. The escalation will be managed by the active Customer Support. The first level Client Support management will review the progress on the incident and feed back to the Customer on the action taken



## 8. FEES AND INVOICING

**8.1 Fees.** Customer must pay all fees and charges to Standards Digital, in accordance with this Support and Maintenance Agreement and each mutually executed Order Form and SOW (“Fees”). Except to the extent otherwise expressly stated in this Support and Maintenance Agreement or in an Order Form or SOW all obligations to pay Fees are non-cancellable and all payments are non-refundable;

**8.2 Invoicing and Payment.** (a) Fees for Support and Maintenance will be invoiced in advance, annually unless otherwise expressly stated in the applicable SOW or Order Form. (b) Customer must pay all Fees due under all Order Forms and SOW within fourteen (14) days after Customer receives each invoice (invoices are deemed received when Standards Digital emails them to Customer’s designated billing contact); and all payments must be in Euros. (c) Customer must make all payments without setoffs, withholdings or deductions of any kind; (d) Customer is responsible for providing Standards Digital with its complete and accurate billing and contact information and notifying Standards Digital of any changes to such information.

**8.3 Recurring Payments.** Except to the extent otherwise expressly stated therein, if an applicable Order Form or SOW provides for payment via credit card or electronic money transfer (e.g., ACH), Standards Digital is permitted to process such payment on the date of Standards Digital invoice and any renewal subscription term(s) as set forth in section “9.2 Term of Support & Maintenances” below.

**8.4 Overdue Charges.** Subject to the “Payment Disputes” section, if any invoiced amount is not received by Standards Digital by the due date, then without limiting Standards Digital’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Standards Digital may condition future purchases of Support and Maintenance on payment terms shorter than those specified in the “Invoicing and Payment” section.

**8.5 Suspension of Support & Maintenance.** Subject to the “Payment Disputes” section, if any amount owing by Customer under this or any other agreement for Standards Digital’s Support and Maintenance is 30 days or more overdue, Standards Digital may, without limiting its other rights and remedies, suspend its performance of Support and Maintenance until such amounts are paid in full.

**8.6 Payment Disputes.** Standards Digital will not exercise its rights under the “Overdue Charges” or “Suspension of Professional Services” sections above if Customer is disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

## 9. TERM AND TERMINATION

**9.1 Term.** This Support and Maintenance Agreement commences as specified in the applicable SOW or Order Form and will remain in effect until terminated in accordance with this section.

**9.2 Term of Support & Maintenance.** The term of Support & Maintenance shall be as specified in the applicable Order Form. PLEASE CAREFULLY REVIEW THESE AUTOMATIC RENEWAL TERMS: Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with this Support and Maintenance Agreement, Term of Support & Maintenance will automatically renew for additional periods equal to the expiring term or one year (whichever is shorter), unless either party gives the other Three months’ written notice before the end of the relevant subscription term (email acceptable).

**9.3 Termination for Convenience.** Neither Party will have the right to terminate this Support and Maintenance Agreement without legally valid cause (no termination “for convenience”).

**9.4 Termination for Cause.** A party may terminate this Support and Maintenance Agreement and/or any SOW or Order Form for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.



**9.5 Payment Upon Termination.** Upon any termination of an SOW or Order Form, Customer will pay, in accordance with the “Invoicing and Payment” section of this Support and Maintenance Agreement, any unpaid fees and expenses incurred on or before the termination date. In the event that Customer terminates an SOW or Order Form for cause and Customer has pre-paid any fees for Support and Maintenance not yet received, Standards Digital will refund such pre-paid fees. In the event that Standards Digital terminates an SOW or Order Form for cause, any pre-paid fees for Support and Maintenance charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOW or Order Form.

**9.6 Surviving Provisions.** The sections titled “Fees and Invoicing”, “Term and Termination”, “Confidentiality,” “Warranties; Remedy”, “Limitation of Liability” and “General” will survive any termination or expiration of this Agreement.

#### **10. Confidentiality.**

Each party shall hold the other’s Confidential Information in confidence, and not use or disclose such Confidential Information other than in connection with performance of obligations hereunder. "Confidential Information" shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party’s lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law.

#### **11. Warranty; Remedy.**

Standards Digital warrants that it will provide the Support & Maintenance in a professional and workmanlike manner and in accordance with generally accepted industry standards and this Support and Maintenance Agreement and SOW/Order Form. This warranty is exclusive and in lieu of all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Customer must report any deficiencies in the Support & Maintenance within ninety (90) days of performance in order to receive warranty remedies. Customer’s sole remedy for breach of the foregoing warranty shall be the prompt re-performance of the deficient services as described and warranted.

#### **12. Limitation of Liability.**

In no event shall either party be liable to the other for any indirect, incidental, special, consequential, reliance, cover or lost profits damages, whether in contract or tort, even if the other party has been advised of the possibility of such damages. Neither party’s aggregate liability for damages hereunder shall exceed the total amount of fees paid and/or due by Customer for the Support & Maintenance purchased in the 12-month period immediately preceding the event giving rise to liability.

#### **13. Cooperation.**

Customer acknowledges that the timely provision of, and Standards Digital’s access to, office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information from its officers, agents and employees, and suitably configured computer equipment may be essential to the satisfactory and timely performance of the Support & Maintenance purchased. In addition, both parties agree that their respective employees and agents will reasonably cooperate with each other in a professional and courteous manner in the performance of their duties under this Support and Maintenance Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party’s employees or agents fail to act accordingly.

#### 14. Independent Contractor.

Standards Digital is an independent contractor; nothing in this Support and Maintenance Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. Each party shall maintain appropriate worker's compensation and general liability insurance for its employees.

#### 15. Subcontractors.

Standards Digital may, in its reasonable discretion, use third party contractors to perform any of its obligations hereunder. Standards Digital will remain responsible for such subcontracted services.

#### 16. GENERAL

**16.1 Compliance with Laws.** Customer will comply with all laws and governmental rules and regulations that apply to Customer in its performance of its obligations and exercise of its rights, under this Support and Maintenance Agreement.

**16.2 Choice of law and dispute resolution.** The Support and Maintenance Agreement is governed by Norwegian law. The parties shall attempt to solve every dispute through informal negotiation and discussion. Formal proceedings should not be commenced until such informal negotiations and discussions are concluded without resolution. If such negotiations and discussions do not result in an amicable settlement, the dispute shall be resolved by arbitration according to the Norwegian act on arbitration. The seat of arbitration shall be in Oslo.

**16.3 Force Majeure.** If either Party is prevented from performing, or is unable to perform, any of its obligations under this Support and Maintenance Agreement (other than payment obligations) due to any cause beyond its reasonable control, the affected Party's performance will be excused for the resulting period of delay or inability to perform. Such causes include but are not limited to, war, riots, labour unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks and any other circumstance that according to the Norwegian law is considered "force majeure". Each party is entitled to terminate the Support and Maintenance Agreement with one month's written notice, if the force majeure situation makes it particularly burdensome for such party to maintain the Support and Maintenance Agreement. Each of the parties shall cover their own costs associated with the ending of the contractual relationship. The Customer shall pay the agreed price for the part of the deliverables that was performed prior to the Support and maintenance Agreement coming to an end. The parties may not present other claims against each other due to the Support and maintenance Agreement coming to an end pursuant to this provision. The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

**16.4 Severability.** If any provision (or part of a provision) of this Support and maintenance Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties. Each of the provisions of this Support and maintenance Agreement shall be construed as a separate and independent provision and shall not be limited or restricted by any other provision.

