

# Standards Digital Support and Maintenance Agreement

THIS AGREEMENT GOVERNS CUSTOMER'S PURCHASE AND RECEIPT OF STANDARDS DIGITAL SUPPORT AND MAINTENANCE 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 SUPPORT AND MAINTENANCE SERVICES.

This Agreement was last updated on December 10, 2019.

It is effective between Customer and Standards Digital as of the commencement date as stated in the related SOW or Order Form.



“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 Support and Maintenance Agreement and any applicable Order Form(s) and or SoW(s)

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

“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 a valid SOW or Order Form, delivered by Standards Digital.

“Order form” means the subscription order form

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

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

“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.

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

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

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

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



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

## **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.

For regular business support, Standards Digital Service Desk and Email are monitored from 8am-5pm CET (excluding weekends and Norwegian public holidays).

Technical support is operational from 8am-11pm CET / 365 days a year. A dedicated support phone number is available for customers' designated support contacts to report severity 1 incidents.

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 for non-severity 1 issues include Norwegian business hours only and exclude weekends and public holidays.

## 6. Error Handling / Bug Fixes

- a) The Customer shall report any errors without undue delay. Standards Digital shall assist with identifying and rectifying errors
- b) Issues rated as Critical and High will be resolved and deployed into production as soon as is commercially reasonable
- c) Issues rated as Medium and below will be prioritised relative to and released with the annual update schedule
- d) 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.

## end of document ##