Service Level Agreement Terms and Conditions

The Service Level Agreement "SLA" is an agreement between Lars Stahre Elektronik AB 556472-6684 "LSE" and the buyer "Buyer" as identified on the quote, order acknowledgment, service agreement, invoice, or other order documents "Order Documents".

LSE and the Buyer are collectively referred to as "Parties" or separately as "Party".

The LSE General Terms and Conditions "GTC" are available on www.lse.se/warranty. In the event the GTC and SLA have conflicting provisions the SLA will supersede. Any terms and conditions introduced by the Buyer are expressly rejected and not applicable to this SLA.

For the avoidance of doubt, any agreement the Buyer may have with a third party, is limited to the relationship between you and the respective third party and does not bind LSE.

1. Support services included in the SLA
    a. Subject to your choice of SLA level as specified by the LSE price list at the time of purchase; the services covered by the SLA may consist of

        i. the provision of new releases

        ii. the provision of service packs

        iii. the provision of remote support via telephone or electronic communication systems in connection with software ("Software Services").

        iv. extended hardware warranty

        v. guaranteed repair turn around time (TAT)

    b. All other services are not subject to this SLA. Such services, if available, will be quoted separately and will be provided by LSE under specific terms and conditions for such services.

    c. The Support Services are limited to the hardware and software explicitly named on the Order Documents.

2. SLA Term and Adjustments

    a. The SLA term covers a thirteen (13) months term beginning on the date of the invoice covering the SLA. Thereafter, the SLA will automatically renew for a successive twelve (12) months term, unless terminated by either Party by providing notice of termination to the other Party in writing at least sixty (60)

days prior to the expiration of the initial term or any renewal term.

b. The fees for the SLA will be offered on a quotation by LSE. For each of the renewal terms following the initial term, LSE may adjust the SLA fees. Such change becomes effective sixty (60) days following such adjustment notice, unless rejected by the customer within thirty (30) days as of receipt of the adjustment notice. In case such rejection is received by LSE, the SLA will run under the same conditions to the end of the SLA term and will not be extended. If no rejection or termination is received LSE will invoice you for the renewed SLA term.

3. Service Packs and Releases

a. A release is a major revision to the software that provides new functionality or supports applications and use cases that are not covered by, and/or may not be compatible with the previous revision ("Release"). New releases may not be backwards compatible with previous Releases and may require some separate data conversion.

b. A service pack is a minor revision to software that contains bug fixes and may contain minor feature enhancements for already supported applications. LSE uses its best efforts to ensure that a service pack, when made available, is compatible with the current release (i.e. it does not disrupt the current license and does not require a data conversion). The current release is the most recent release made available by LSE.

c. You shall have the right to receive available and compatible service sacks and releases during the SLA term for respective software and depending on your chosen SLA level. This right does not extend to any upgrades in functionality of software either developed as a customization for a specific customer or licensed as a separate option to customers.

d. For the avoidance of doubt, LSE may determine upon its sole discretion, if a software package provided constitutes a service pack or release or separately licensable software or software feature.

4. Error Corrections

a. LSE will use commercially reasonable efforts to address errors in the software by issuing service packs. You must provide LSE with such assistance and equipment as is reasonably necessary for LSE to perform its obligations under the SLA remotely, including, without limitation, detailed reporting of errors, screenshots, instructions on how to reproduce errors, access to the database

and appropriate remote access to his system.

b.   In case you report an error, you must provide LSE with a detailed, written description and documentation of the suspected error. LSE will investigate the facts and circumstances related thereto and you must cooperate with LSE's investigation.

5.   Installation and Implementation of Service Packs and Releases

a.   It is your sole responsibility to install and implement the Software, as well as a new release or service pack and to ensure any necessary data conversion and to execute any kind of required changes to the configuration or the customization of your equipment and software, including ensuring the compatibility of any additional equipment or software with software provided by LSE.

b.   You will, at your expense, obtain any necessary permits and consents required to install the Software at your site or network.

6.   Duty to Upgrade

a.   If a known error in a previous version of the software has been already corrected with the current or a prior version, LSE retains the right to require you to upgrade to the current version, that contains the respective error correction to ensure due functioning of the Software. For the avoidance of doubt, for new errors LSE will provide error corrections only for the latest and previous release of the software.

b.   If you reject such an upgrade requested by LSE, LSE may exclude any service activities in respect to this error.

7.   Customer's Remedies

a.   Your sole and exclusive remedy for a failure to provide error corrections for software in accordance with this SLA is the right to terminate the SLA with LSE. LSE will thereafter refund the portion of the fees paid for the remainder of the then current term of the SLA

b.   Liability for direct damages or losses shall be limited to the amounts paid and to be paid by you to LSE for the respective contractual year of the Software Care in which the incident giving rise to the claim occurred.

c.   IN NO EVENT WILL LSE BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR

PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER THE CONTRACT WOULD FAIL OF ITS ESSENTIAL PURPOSE. Such damages include but are not limited to loss of profits or revenues, loss of use of hardware and software, cost of substitute equipment or software, facilities, down time costs, increased construction costs, damage to reputation, loss of customers, or claims of your customers or contractors for such damages.

8. Severability

   a. If any of the SLA provisions conflicts with or are invalid under applicable law, these provisions will be read as if such term or provision was not included. The invalid, illegal, or unenforceable provision will be deemed automatically modified reflecting the commercial mutual intention of the parties and so modified included in this SLA. Such modifications will be made to the minimum extent necessary to make the provision valid, legal, and enforceable. LSE's waiver or excuse of any noncompliance with these Terms and Conditions does not constitute a waiver or excuse of any prior or subsequent noncompliance.

9. Applicable Law and Jurisdiction

   a. The performance of the parties to this SLA, and the relationship between the parties, is subject to the laws of Sweden.