

Service Level Agreement – SLA

The terms of this Service Level Agreement - SLA (the "SLA Agreement") apply between the Customer and the Manufacturer. The terms apply to the services described in this SLA. The Customer must be an adult natural person or a legal person. The SLA agreement applies if the Customer sends an order to the Manufacturer for software / services, and the order is accepted in writing by the Manufacturer. The SLA agreement also applies to the cases where the Customer and the Manufacturer have entered into an agreement that refers to the SLA agreement.

The customer designates one or more Customer's RailCOMPLETE Representative contact persons to whom the Manufacturer will relate. These contacts will be authorized to represent the Customer at the Manufacturer. Should one of the contact persons abuse their authority, the Manufacturer will nevertheless keep the contact persons and the company these represent responsible for this.

The Manufacturer offers all its Customers an SLA agreement. The purpose of the SLA agreement is to define quality parameters for the Services. If no special adjustments have been agreed, the standard conditions for level 1 according to this SLA agreement will apply, but if the Customer has special requirements / needs, one must adjust to the desired service and quality level.

The terms of the SLA are elaborated with further specification of the content at www.railcomplete.com. Changes to the provisions will be updated at www.railcomplete.com and the Customer will be notified via email. The Customer has a responsibility to be up to date on the content and information provided at www.railcomplete.com.

All subscriptions run from the day the agreement was signed, unless otherwise specified in writing.

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1.0 General Terms

1.1 Contact person

Railcomplete AS, org. NO 916118503 MVA, hereinafter referred to as the "Manufacturer", shall have one or more contact persons with the Customer to deal with. If any of these ends, the Customer is obliged to inform about a new contact person. The persons appointed by the Manufacturer as contact persons are regarded as the Customer's authorized representatives of the Customer and will therefore be able to order services from the Manufacturer.

Any order of goods / services that have taken place through a defined contact person from the Customer's site is binding on the Customer.

1.2. Lease

The customer enters into a rental agreement with the Manufacturer, which means that the Customer does not own the Software. The Customer will be granted a limited license / use right to use the Software, dedicated servers and the like in accordance with the terms of this SLA and which will lapse in its entirety upon termination of the Lease Agreement. The Customers pay a monthly rent, without this entailing that the Customer receives ownership shares for the Software. In the event of any conflict between provisions, End User License Agreement "EULA" applies, as described in the appendix to the Purchase Agreement, in front of this SLA.

1.3 Support

The manufacturer offers support, which means

a) (Included from SLA level 1) that the Manufacturer should assist with troubleshooting if any of the services do not function properly (called "incidents"). Examples of this can be "bugs" and problems with installing the software.

b) (Included from the SLA level 2) that the Manufacturer should answer "How to ...?" inquiries from the Customer's designated superuser (i.e., the Customer's support contact person). A "superuser" is the Customer's professional representative within the areas that the Software supports, that is, substructure, superstructure, contact wire, low voltage, signal and telecommunications. "How to...?" support requests with a duration of less than 30 minutes are not billed. In the event of an accumulated duration of more than 30 minutes per day and person, the Manufacturer shall contact the Customer's support

contact person, or in his absence contact the Customer's Contractual Responsible, in order to obtain acceptance of invoicing "How to...?" support beyond the 30 minutes. Applicable fees are stated in the Manufacturer's list of additional benefits, see this.

c) (Included from the SLA level 1): that the Customer can submit "Requests", ie proposals for improvements to existing functionality, or suggestions for new functionality. Requests must be submitted in writing to the Customer's Technical Representative. Requests will be reviewed continuously by the Manufacturer and will be processed at the regular RailCOMPLETE® User Group meetings, at which the Customer normally participates together with other Customers.

The various SLA levels show which support is covered by the License Agreement and which support is billable. If support is not included on the Customer's level, the Customer will be billed for each commenced hour.

The manufacturer provides support on weekdays between 9 am and 4 pm CET+01 and is then available on telephone +47 908 24 018, and with the contact support function in the RailCOMPLETE® software (under the command RC-About). The Customer is obliged to first check whether the solution to the problem is described at www.railcomplete.com or under the command RC-WebPagesAndFaq before contacting the Manufacturer.

Supplementary requests outside the Manufacturer's opening hours should only occur if something is urgent. In such cases, the Customer will be billed for a start-up fee and for each commenced hour. In these cases, inquiries are directed to the Manufacturer's designated person for "Other Questions").

Courses

The Manufacturer will hold courses in accordance with the provisions of the Lease Agreement with appendices.

In order to streamline training, it is important that each subject area at the Customer himself designates a superuser who is given a special responsibility for acquiring information about the use of the Software.

1.4 How to contact the Manufacturer

All inquiries to the Manufacturer must be made by sending mail to support@railcomplete.com with the function for this in the command **RC-Support**. By using this feature, an email is automatically created to support@railcomplete.com containing license information, machine information and other things that

are important for the support department to have knowledge of when providing the right service.

The software has built-in functionality that captures the most serious errors in the Software, without the CAD platform or Software crashing. When such an error is captured by the Software, the user will hear a "swoooosh" sound from the computer and a window will offer the user to open a log file. The log file is located on the user's computer. The relevant (last) part of this log file is automatically copied into the machine-generated email that the user is invited to send to support@railcomplete.com. The Customer's users shall be instructed by the Customer's support contact person that they must add their own explanation of what they did and what happened, as well as provide relevant computer files and screenshots.

In deviations, for example, if the RailCOMPLETE® program does not start, support can be reached via telephone +47 930 16 258 during working hours or +47 - 908 24 018 outside working hours.

The Manufacturer cannot guarantee that cases that are not sent by mail will be captured, as the Manufacturer primarily prioritises written inquiries by mail.

1.5 Uptime

Uptime is the time the service functions as normal, i.e. you do not have a shutdown.

Downtime is as a full or partial loss of service.

Scheduled Downtime is a period of planned maintenance action which affects some or all users and which is indispensable for the Manufacturer to provide good service.

Exempt Time is defined as periods of full or partial service loss for reasons which are outside the Manufacturer's possible control.

The software is a so-called "plug-in" in the Customer's existing version of the CAD program "AutoCAD®", which is not included in the license for the Software. The software is not cloud-based and will therefore act as a standalone software application as long as the Customer's computer has a valid license on AutoCAD and on the Software. The Manufacturer cannot be held financially liable for any consequential costs or losses if a service is unavailable. Nevertheless, the Manufacturer is obliged to do what can reasonably be expected to get the service up and running as soon as possible.

If the Customer's contract period only applies to part of a full calendar year, the above calculation method shall be used for the relevant part.

1.5.1 Error categories and response time

The Manufacturer divides his Customer inquiries (error messages) into two categories: critical errors and less critical errors.

Within normal office hours (9 am - 4 pm), critical error correction should be initiated within 3 hours after the error is reported. Troubleshooting less critical errors will have to wait until pending critical errors are resolved but should be initiated as soon as possible. These benefits are included in the SLA level 1.

Outside of regular office hours, the Customer's users must generally be prepared for longer response time. Troubleshooting critical errors will be initiated as soon as possible, while error correction of less critical errors will normally be initiated the next business day.

1.5.2 Scheduled downtime

The Manufacturer notes that scheduled downtime will not be considered as service unavailability. Such downtime is a prerequisite for fulfilling the Manufacturer's obligations to deliver good solutions.

The Manufacturer shall in all cases strive to ensure that the downtime is as short as possible. Unless otherwise agreed, scheduled downtime assignments must be done between 11:30 pm - 07:00 am to reduce the inconvenience to the Customer. The Manufacturer shall also specify a time estimate for the time that the work is supposed to last, as well as the consequences this maintenance will entail.

1.5.3 Force Majeure

The Manufacturer notes that if unforeseen events occur, including burglary, power outages, fire, vandalism, natural disasters and line breaks, this will be considered as Force Majeure which is not considered part of the downtime. This will be considered as Exempt Time as stated in section 1.5 above.

The Manufacturer as a service provider commits himself to reasonably following up so that normal operation will resume as soon as possible.

1.6 Documentation

The Manufacturer reserves the right to keep inquiries from the Customer so that one has a history of inquiries and what has been done in connection with the inquiry. This is an advantage for both parties, as the Customer

can know who they have been talking to at the Manufacturer, what has been done and when. For the Manufacturer's part, this will help to ensure that you have an overview of all customer inquiries and to streamline and continuously improve the processing of support requests. The stored information will not be used for the purpose beyond what is described in the Lease Agreement with appendices. Any personal data will be processed in accordance with the Personal Data Act.

1.7 Confidentiality

The Manufacturer has a duty of confidentiality when it comes to the customer relationship with his customers, which means that the Manufacturer shall not disclose confidential information about their customer relationship with third parties, be it visitor numbers, statistics, turnover or specific offers that the Customer has received from the Manufacturer. The Manufacturer points out that existing customers, who have virtually the same components that new customers want, can be used as examples to show what the Manufacturer can offer. No sensitive data will be displayed.

The Manufacturer will not respond to inquiries from third parties as long as they do not have a signed authorization from our contact person at the Customer. This is so that the Manufacturer is sure that inquiry is real and that the person is engaged by the Customer. As a supplier, the Manufacturer has a duty of confidentiality regarding confidential information about the Customer, provided that no circumstances are revealed which the Manufacturer is obliged to disclose in accordance with Norwegian law. If the Manufacturer reveals conditions that violate Norwegian law, this will be notified and the customer relationship can be terminated immediately.

The Manufacturer has no right or obligation to change Customer's information on websites, already read emails or delete email accounts without consent. The Manufacturer's internal policy is that the operating department should not go into the Customer's site on the server without the consent of the Customer. In the same way as the Manufacturer, the Customer also has a duty of confidentiality with regard to confidential information that the Customer has been given access to from the Manufacturer through the contractual relationship, including the terms of the Customer's agreement with the Manufacturer.

1.8. Duration and termination

This SLA will cease 3 months after the end of the calendar month the notice of termination has been sent.

Terminations must be sent in writing, either via regular post or from the e-mail address that the Manufacturer has registered as a contact person for contractual matters on the customer relationship.

1.9 Defaults

If one of the parties does not comply with the provisions of this SLA then this may lead to the right of termination for the other party. Before one of the parties can terminate the agreement, the contractual relationship shall be discussed between the parties so that the party who has not kept his part of the agreement gets an opportunity to rectify the breach.

If the breach is not remedied within a reasonable time, by repeated breaches, or if the breach is material, the agreement may be lifted with immediate effect.

An example of default may be that the Customer does not pay his bills within the deadline, abuses the opportunities available through www.railcomplete.com, or if the Manufacturer does not fulfill its obligations in the agreement, such as uptime.

1.10 Billing / Payment

The selected SLA level applies to all licenses leased by the Customer.

The Manufacturer sends out invoices with 30 days' due date. If you have any questions regarding the invoice received, you can contact the manufacturer using the contact details found at www.railcomplete.com.

If the Manufacturer discovers that no invoice has been sent for one or more periods, the Manufacturer can invoice these arrears for the relevant periods.

If the Manufacturer has not received payment within the due date, the Manufacturer will send out a reminder and then send the case to a collection company. The Manufacturer reserves the right to stop the services until payment is received. If the services are stopped due to non-payment, the Customer must pay an opening fee to get the services up and running again. The prices of this fee vary depending on what services this applies to.

1.11 Hacking

The Manufacturer cannot be held responsible for and shall have no obligation to repair any errors, events,

issues or deficiencies or inaccessibility of the Service or server caused by hacking. If the Customer has been exposed to hacking, the Manufacturer will nevertheless do its utmost to assist the Customer in the work that follows from such hacking. Such assistance will be invoiced as consulting services in line with current hourly rates.

If the Manufacturer discloses security holes in the Software or any servers for which the Manufacturer is responsible, the Customer is obliged to allow the Manufacturer to upgrade the Software or the Server so that appropriate security holes are repaired to reduce the risk of hacking. Such an upgrade will be invoiced as consulting services in accordance with current hourly rates. The Manufacturer warns that the Customer may be held financially liable if the Customer has failed to provide the Manufacturer with information that their solution requires additional security.

1.12 Liability

The Manufacturer can only be held liable for direct loss if the Manufacturer has acted grossly negligently or fraudulently, and that this has led to financial loss with the Customer. Indirect losses are not covered. The amount of the compensation is nevertheless limited to the amount corresponding to one quarter of a subscription, provided that the Manufacturer has not acted with gross negligence or fraudulence. If the Customer wishes to make a breach the basis for the termination of the agreement, the Manufacturer requires written notice that the agreement can be lifted if the Manufacturer does not so that the breach of contract ceases.

1.13 Termination of the agreement

The provisions of this paragraph apply to the termination of this SLA agreement.

Invoices that are paid in advance in time will not be credited.

14 calendar days after termination of the agreement, the Manufacturer will delete all backups and all data that the customer relationship has caused. This means that if the Customer is to take care of any of the data, this must be retrieved within 14 days after the termination of the agreement.

1.14 Disputes

This agreement is governed by Norwegian law. If a dispute arises regarding the understanding or practice of this contract, the Parties shall endeavor to settle the

dispute through negotiations. If such negotiations do not take place, the dispute shall be settled before the ordinary courts. The parties adopt the Oslo District Court as the agreed venue for such disputes.

1.15 Administration and Modification of the Service Agreement

The Manufacturer is free to change the SLA agreement, including the regulation of the different levels. Any change must be notified to the Customer in writing. The changes will take effect 3 months after the end of the calendar month's notice of changes being sent, unless the Customer has terminated the agreement in writing. The current SLA agreement at any time will also be found at www.railcomplete.com.

2.0 SLA levels

This SLA has two levels "1" and "2", as explained above.

Each service has different levels that can be selected. Unless otherwise agreed, you are automatically on level 1.

Level 1 is included in the Product lease prices that are available on the website or communicated in writing to the Customer, and the other levels come with a surcharge that applies for each month. What the different levels offer, as well as the price supplement that applies to the different levels, will at all times be available at www.railcomplete.com. If the Customer wants to move down to a lower level, the Manufacturer will not credit for the already invoiced period.

The Customer can at any moment announce that he wants to change the SLA level. The change of level will take effect as soon as possible concerning the support and services provided by the Manufacturer. The invoicing of a surcharge will be done with arrears. A reduction in SLA level will not take financial effect until the start of the ensuing calendar month.