

Service Level Agreement

The terms of this Service Level Agreement ("**SLA**") apply between Customer and Manufacturer as an appendix to a prevailing Frame Agreement. The SLA ensures that technical issues are handled efficiently and are subject to known and accepted fees. Customer is encouraged to inform its End Users of this SLA and the applicable Service Level.

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1.0 General Terms

1.1 Contact persons

Each Party has predefined contact persons. See the prevailing Frame Agreement's Appendix 6 (Contact Persons).

1.2. Support Services

The Manufacturer's **Support Services** are intended to help End Users having difficulties in using the Generic Product, as well as to receive and treat requests for improved functionality. Support Services apply to the End user's Device, to Manufacturer's web page and to related cloud services in relation to the Generic Product.

1.3 Service Levels

Service Level 1

Manufacturer will assist with troubleshooting if any of said Support Services do not function properly (called "**Incidents**"). Examples of this can be software bugs, problems with installing the software, web page down time, cloud service down time.

An End User may submit a "**License Request**" email, generated using the Generic Product on the End User's Device. Customer's contact person for license matters shall acknowledge in writing that the applicable End User shall be assigned a license for the Generic Product, whereupon fees may apply according to the prevailing Frame Agreement's Appendix 5 (Prices). Manufacturer shall, within a normal delay of maximum 72 hours, and within a maximum delay of 168 hours, counting from when the License Request exists and has been duly acknowledged, respond to the License Request, transmitting a new or updated license key to the

applicable End User or to Customer's contact person for license matters. Future license arrangements may introduce license transactions as a cloud service.

Customer's End Users may submit "**Requests**", i.e., proposals for improvements to existing functionality, or suggestions for new functionality in the Generic Product. Requests shall be submitted in writing to the Manufacturer's technical management contact person, as represented by support@railcomplete.com. Requests will be reviewed continuously by Manufacturer and will be processed at RailCOMPLETE User Group meetings, where Customer normally participates together with side customers.

"**Inquiries**", or "How to...?" support is not included in Service Level 1. However, Customer's contact person for license management can authorize Customer's End Users to request "How to...?" on an hourly basis, with fees as laid out in the Frame Agreement's Appendix 5 (Prices). Such authorization shall be communicated in writing to Manufacturer's license management contact person, on each occasion.

To speed up the treatment of a Request, or to ensure that a specific functionality be implemented by Manufacturer, Customer may issue a Purchase Order as described in the prevailing Frame Agreement.

Training can be ordered as a Purchase order.

Service Level 2

Service Level 2 includes Service Level 1.

Manufacturer will answer "How to ...?" inquiries from Customer's End Users.

1.4 Communication

Manufacturer provides support at support@railcomplete.com during its regular office hours; Norwegian business days between 09:00 (UTC+01) and 16:00 (UTC+01).

Communication shall, unless otherwise agreed, take place in Scandinavian (Norwegian, Swedish, Danish) or in English.

Incidents, Inquiries and Requests shall be transmitted by email to support@railcomplete.com using the "**Support...**" command in the Generic Product's user interface (under the logo). The Support command gathers valuable information about the End User's installation and license.

If a web Forum service is available, then Inquiries and Requests may be presented at the Forum pages, to allow peer end users to see and to help answer the issues at hand.

Customer is obliged to first check whether a solution is already described at www.railcomplete.com or in the FAQ function of the Generic Product, or on the applicable Forum pages.

Oral communication and required support actions outside the Manufacturer's opening hours should only occur if something is urgent and may then be subject to invoicing with the applicable Support Service fee, regardless of the applicable Service Level. In dire situations, End Users may call support coordination on +47 908 24 018.

The Generic Product has built-in functionality that captures most errors without crashing the CAD system. When such an error is captured by the Generic Product, the user will hear a "swoooosh" sound from his or her Device and a window will offer the End User to open a log file. The log file is located on the End User's Device. 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. End Users shall add their own explanation of what they did and what happened, as well as provide relevant computer files and screenshots.

1.5 Uptime and downtime

"**Uptime**" is the time the service functions as normal, i.e., the End User does not have Downtime, Scheduled downtime or Exempt time.

"**Downtime**" is as a full or partial loss of service.

"**Scheduled downtime**" is a period of planned maintenance action which affects some or all End 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 basic Generic Product is a plugin to AutoCAD® or a fully compatible software. There may be future versions of the Generic Product that include a CAD system. There may be future versions of the Generic Product that are cloud based. If the Generic Product requires a CAD system license to work, then Customer is responsible for acquiring a valid license for each applicable End User.

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.

1.5.1 Incident categories and response times

Manufacturer divides Customer incidents into critical errors and less critical errors.

Within Manufacturer's regular office hours, critical error correction should be initiated within 3 hours after the error is reported. Troubleshooting of less critical errors will have to wait until pending critical errors are resolved but should be initiated as soon as possible.

Outside of regular office hours, Customer's End Users must generally be prepared for longer response times. Troubleshooting of 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

Scheduled downtime shall not be considered as service unavailability. Scheduled downtime is a prerequisite for fulfilling Manufacturer's obligations to deliver good solutions.

Manufacturer shall in all cases strive to ensure that Scheduled downtime is as short as possible. Unless otherwise agreed, Scheduled downtime shall be take place between 11:30 (UTC+01) and 07:00 (UTC+01). Manufacturer shall specify a time estimate for the time that Scheduled downtime is supposed to last, as well as the consequences it will entail.

1.5.3 Force Majeure

If unforeseen events occur, including burglary, power outages, fire, vandalism, natural disasters and line breaks, this will be considered as Force Majeure which is Exempt Time and not considered part of Downtime.

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

1.6 Documentation

Manufacturer reserves the right to keep communication with the Customer so that one has a history about what has been done in connection with an Incident, Request or Inquiry. This is an advantage for both Parties, as Customer can know who they have been talking to at the Manufacturer, what has been done and when. This will

help Manufacturer to ensure that there is an overview of all customer inquiries and to streamline and continuously improve the processing of Incidents and Requests. The stored information will not be used for a purpose beyond what is described in the prevailing Frame Agreement with appendices. Any personal data will be processed in accordance with applicable GDPR.

1.7 Confidentiality

Manufacturer has a duty of confidentiality when it comes to the relationship with his customers, which means that Manufacturer shall not disclose sensitive information about their customer relationship to third parties.

Manufacturer will not respond to inquiries from third parties as long as they do not have a signed authorization from Customer's applicable contact person. This is so that the Manufacturer is sure that inquiry is real and that the person is engaged by Customer.

Manufacturer has no right or obligation to change Customer's information on websites, already read emails or delete email accounts without consent. 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 Manufacturer, Customer also has a duty of confidentiality with regard to confidential information that Customer has been given access to from Manufacturer through the contractual relationship, including the terms of the Parties' prevailing Frame Agreement.

1.8. Duration

This SLA is effective from the effective date of the prevailing Frame Agreement.

1.9 Defaults

If one of the parties does not comply with the provisions of this SLA then this may, depending on the gravity of the non-compliance issue, constitute a material breach of the prevailing Frame Agreement.

1.10. Billing / Payment

The selected Service Level applies to all Generic Product licenses leased by Customer at any time.

Manufacturer sends Support Service invoices in arrears. See the prevailing Frame Agreement's Appendix 5 (Prices).

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

If Manufacturer discloses security holes in the Generic Product or any servers for which the Manufacturer is responsible, Customer is obliged to upgrade the Generic Product or related server(s), or to contract Manufacturer to upgrade the Generic Product or related server(s), so that appropriate security holes are repaired to reduce the risk of hacking. Such an upgrade, if executed by Manufacturer, will be invoiced as consulting services in accordance with current hourly rates.

Customer may be held financially liable if Customer has failed to provide Manufacturer with information that their solution requires additional security.

1.12 Liability

Manufacturer can only be held liable for direct loss if Manufacturer has acted grossly negligently or fraudulently, and that this has led to financial loss with the Customer. Indirect losses are not covered.

1.13 Termination

This SLA remains in force until the prevailing Frame Agreement is terminated.

Upon termination of the prevailing Lease Agreement, no Service Level any longer applies.

Invoices that are paid in advance in time will not be credited if the prevailing Frame Agreement is terminated.

Upon such termination, Manufacturer shall upon Customer's request delete specified data that the customer relationship has caused. If Customer is to retain such data, they must be retrieved within 14 days after the termination of the prevailing Frame Agreement.

1.14 Administration and Modification of the Service Agreement

From time to time this SLA may be modified concerning how the Support Services are organized.

Any change must be notified to Customer in writing. Changes will take effect 3 months after the end of the calendar month's notice of changes being sent unless this SLA has been terminated.

2.0 Change of Service Level

Unless otherwise agreed, Customer is automatically on Service Level 1.

If Customer wants to move down to a lower level, Manufacturer will not credit for the already invoiced period.

Customer can at any moment announce that he wants to change the Service Level. The change of Service Level will take effect as soon as possible concerning the support and services provided by Manufacturer. The applicable invoicing will be done with arrears. A reduction in Service Level will not take financial effect until the start of the ensuing calendar month. An increase in Service Level takes effect immediately.

The applicable Service Level can only be changed by Customer's contractual contact person as set out in the prevailing Frame Agreement's Appendix 6 (Contact Persons).

*** END of SLA ***