

Hardware Replacement Service Agreement

Clavister Products

1. Preamble

This legal document is a Hardware Replacement Service Agreement (hereinafter "**HRSA**") between you as an end user and Clavister AB (hereinafter "Clavister").

2. Service Content

Subject to the terms and conditions contained herein, Clavister will, for a Clavister appliance which you have legally obtained with a valid license (hereinafter "**Product**"), provide you hardware replacement service further specified below.

Clavister shall provide you with Hardware Replacement Service consisting of

- a) Replacement of the Faulty Product (*defined below*)

The above mentioned service is hereinafter referred to as the "**Service**".

The Service is restricted to be used only with the Product for which you have entered into the End User's License Agreement ("**EULA**") and this HRSA.

The scope of the Hardware Replacement Service, as it may vary from time to time, is further defined on Clavister's website <http://www.clavister.com>.

3. Service Procedures

You shall subscribe the Service upon the registration of the Product or at the latest within thirty (30) days following the registration date ("**Start Date**") for a period of 12, or 36 months on a continuous basis ("**Service Period**").

During the effective Service Period, should a hardware failure occur to the Product ("**Faulty Product**"), you shall fill in the Clavister RMA Request Form ("**RRF**") available at www.clavister.com. Should the said request form not be available, you shall contact Clavister immediately.

Upon receipt of the RRF, Clavister will review and analyze the reported hardware problems. Clavister will issue a Return Material Authorization ("**RMA**") thereafter.

If Faulty Product has not been registered with the Clavister client web pages, then a proof of purchase (such as a copy of the dated purchase invoice) must be provided. If your circumstances require special handling, then at the time of requesting the RMA number, you shall also propose special procedures as may be suitable to the case.

A product with substantially similar functionalities or capacity to the Faulty Product ("**Replacement Product**") will be shipped by Clavister within next business day counting from the issuance of the RMA. Clavister is entitled to, at its discretion, send either a refurbished replacement product or a brand new replacement product.

4. Faulty Product

You shall, within net fifteen (15) days upon receipt of the Replacement Product, return the Faulty Product to Clavister which shall be packaged securely in the original or other suitable shipping package to ensure that it will not be damaged in transit. All costs of mailing/shipping/insurance to the Faulty Product shall be prepaid by you. Clavister shall not be responsible for any of your loss or damages associated to software, firmware, information, or memory data contained in, stored on, or integrated with any product returned to Clavister pursuant to the Service.

Should you fail to do so during the aforementioned period, Clavister reserves the right to charge you the fees to the Replacement Product, the freight and other fees, including administrative cost, occurred related to the shipment.

Any package returned to Clavister without an RMA number will not be accepted. You shall therefore clearly mark the RMA number on the outside of the package to the Faulty Product returned to Clavister for facilitating Clavister to identify and confirm your compliance to the provisions to the Faulty Product herein. Clavister will otherwise reserve the rights to charge you the fees specified above at the second paragraph under section 4. Faulty Product.

In addition, should any hardware failure to the Product be caused due to improper use as further specified in section 6: Restrictions of Service, Clavister reserves the right to charge you for all costs related to sending the Replacement Product, including the cost for the Replacement Product itself, the charge for the handling cost of the Faulty Product related to analyzing the fault which caused the break.

5. Renewal to the Service

Should you wish to renew the subscription to the Service, you shall make such renewal subscription no later than net thirty (30) days prior to the expiry of the then-current Service Period.

Clavister reserves the right, at its discretion, to reject your request for the renewal.

Should you fail to make the renewal subscription in due time, Clavister may at its option select to grant or reject your renewal request. In the event that Clavister agrees to accept the late-renewal request, you accept that Clavister will be entitled to charge you for the period from the expiration of the then-current Service Period to the date when you purchase the late-renewal subscription. The abovementioned charge will be either the extra fee (which shall be decided at Clavister's sole option) for the period which was not covered in a monetary manner, or using the expiry date of the old service as the starting date for the renewal service in a non-monetary manner.

6. Restrictions of Service

The Service is only available provided that continuity to the Service can be demonstrated by you and confirmed by Clavister.

The Service will not apply to Products from which a) serial numbers have been removed, or b) warranty seal has

been broken, or c) to defects resulting from unauthorized modification, operation or storage outside the environmental specifications for the product, or d) in-transit damage, or e) improper maintenance, or f) defects resulting from use of third-party software, accessories, media, supplies, consumables or such items not designed for use with the product, or g) any other misuse.

7. Other Restrictions

You may not transfer this HRSA or your rights granted under this HRSA to a third party without the prior written consent of Clavister. Any transfer without Clavister's prior written consent shall be interpreted as termination of this HRSA and take immediate effect on the date upon which you conduct the unauthorized transfer. You shall take the full responsibility with respect to any and all consequences occurred due to aforementioned action.

8. Service fee and payment

The Service is subject to the payment of an annual service fee, to be paid in advance, as agreed. The Service will only be available provided that Clavister has received the corresponding Service fee in full.

Should you pay the Service fee directly to a distributor or reseller, you shall ensure that the distributor or reseller has paid the corresponding fees to Clavister in due time.

9. Audit right

Upon request, you shall, without undue delay, furnish to Clavister such documentation and access to your facilities and records as Clavister may reasonably request from time to time in order to verify your compliance with this HRSA.

10. Limited Liability

CLAVISTER HEREBY EXCLUDES ANY LIABILITY WITH RESPECT TO INDIRECT DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFIT, LOSS OF DATA OR BUSINESS INTERRUPTION RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF CLAVISTER OR ANY SUPPLIER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

CLAVISTER WILL IN NO EVENT BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF TWENTY PERCENT OF THE ANNUAL SERVICE FEE.

11. Term and Termination

This HRSA will remain in effect until further notice. Either party may terminate the HRSA by giving a three (3) months written notice.

Should the HRSA be terminated by Clavister without default attributable from you prior to the expiration of the then-current Service Period, Clavister agrees to refund the fees proportionally to the period which is still remaining. For instance, if you have paid for one year Service Period which is however terminated by Clavister three months earlier prior to the expiry date, Clavister will refund you the fees to the remaining three months Service.

Either party may terminate this HRSA with immediate effect if the other party is in material breach of any of its obligations hereunder and such breach is not cured within thirty (30) days after written notice. Your failure to make any payment when due shall always be regarded as a material breach of agreement. Further, any discontinuity between each Service Period shall always give rise to the termination.

Upon termination, you are no longer entitled to make use of the Service.

This HRSA will automatically terminate upon termination of the EULA.

Any termination of this HRSA shall not affect any accrued rights or liabilities of either party.

12. Entire Agreement

Each of the parties to this HRSA confirms that this HRSA represents the entire understanding and constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the parties.

The Swedish Sale of Goods Act shall be explicitly excluded.

13. Disputes and governing law

This HRSA shall be governed by Swedish law, without regard to its conflict of law provisions.

Any dispute, controversy or claim arising out of or in connection with this HRSA shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce ("**the Institute**") unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply.

The arbitration proceedings shall, unless otherwise agreed, be conducted in the English language and shall take place in Stockholm, Sweden.