



# GEFLE TESTTEKNIK AB SOFTWARE SERVICE PROGRAM

The Software Service Program(s) identified herein is provided under the separate signed Customer Services Agreement (the "CSA") between GTT and the customer ("You" or "Customer"), or, in the absence of such CSA, the Gefle Testteknik Standard Terms and Conditions of Sale (available at www.testteknik.se) governs the delivery of Services hereunder and is incorporated by reference in its entirety herein. In the event of a conflict of terms between the CSA (or Standard Terms and Conditions of Sale) and the terms of the Software Service Program, the terms of the Program will control in relation to the applicable Services only. IF YOU DON'T AGREE WITH THESE TERMS, PLEASE NOTIFY GTT WITHIN THIRTY (30) DAYS OF PURCHASE. THE SERVICE WILL THEN BE CANCELED AND ANY FEES PREVIOUSLY PAID YOU TO GTT FOR SUCH SERVICE WILL BE REFUNDED.

## 1 GTT Software Service Programs

GTT is committed to improving the productivity of engineers and scientists and assisting its customers in achieving the best results from GTT products. As part of this commitment, GTT is offering software service programs that include technical support, updates, and/or training for GTT software products ("Software Service Program(s)" "Service(s)" or "Program(s)").

1.1 Purchase and Order. The duration of the Software Service Program ("Duration"), the software to be included in such Program ("Software"), and the service level is identified on Customer's order acknowledgement, invoice, or receipt for the Software Service Program. Software Service Programs may be purchased in durations of one (1), two (2), or three (3) years. Each Software Service Program begins on the date of invoice. One (1) year of the GTT Standard Service Program is included with the purchase of most GTT software products. Only certain software products are eligible for the GTT Software Service Programs.

# 2 GTT Software Service Program Details

To benefit from the entitlements of these Software Service Programs and request Service, contact GTT sales representative. Details regarding the entitlements of the Software Service Programs are listed below and you can contact a GTT sales representative for more details.

# 2.A GTT Standard Software Service Program (SSP).

With SSP, You are entitled to the following:

- Software upgrades (excl major releases), maintenance releases, and new feature releases.
- Technical support from GTT Applications Engineers (AEs) by phone and email during local regular business hours according to agreed pricelist.
- Access to older versions of GTT software to download.



			_( ')		
	Document no	Lang.	Date		
Gefle Testteknik AB	111A4-KD15000-0 v1.0.1	En	2015-02-04		

### 2.B GTT Premier Software Service Program (PSP).

In addition to the benefits of SSP, with PSP, You are entitled to receive technical support from senior GTT AEs, priority escalation and response time to shorten the total resolution time according to separate service agreement

# 2.C Multiyear Contracts and Renewals.

For the best value, Customer may purchase multiyear (2- or 3-year) Service Programs. In addition, Customer may purchase extended-year Service Programs for durations longer than three (3) years. To renew a Software Service Program, Customer can contact a sales representative of GTT. Customer may also opt-in to have the Software Service Program auto-renew each year on the anniversary of the Customer's Service Program membership. To discuss these additional Program options and other services, contact your sales representative..

# 3 Customer Responsibilities

## 3.A Updates and Bug Fixes.

Customer should maintain the Software at GTT-recommended levels, including obtaining updates and bug fixes to receive the best value from the Software Service Program. Software Service Programs are available only for versions of the Software that are in the current, mainstream, or extended support stage of the software life cycle.

#### 3.B Data

Customer is responsible for making and keeping a separate backup copy of any application software and data. GTT IS NOT RESPONSIBLE FOR LOST OR CORRUPTED DATA, DAMAGED OR LOST MEDIA, OR THE CUSTOMER'S CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION.

### 3.C Cooperate With GTT Personnel

Customer agrees to cooperate with and follow the instructions given by the GTT Personnel.



	Document no	Lang.	Date		
Gefle Testteknik AB	111A4-KD15000-0 v1.0.1	En	2015-02-04		

### 3.D Technical Data

Customer represents and warrants that the Services do not require the disclosure by Customer to GTT of any sensitive or export controlled technology or technical data identified on any US export control list and or other applicable export control lists, including but not limited to the US International Traffic in Arms Regulations, US Export Administration Regulations, and so forth. Customer is responsible for notifying GTT and receiving confirmation in writing by GTT that GTT to agrees to receive such data prior to Customer sending it. GTT DOES NOT ACCEPT SENSITIVE OR EXPORT CONTROLLED INFORMATION WITHOUT PRIOR CONFIRMATION IN WRITING BY GTT. CUSTOMER SHALL INDEMNIFY AND HOLD GTT HARMLESS FOR ALL CLAIMS, DEMANDS, DAMAGES, COSTS, FINES, PENALTIES, ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING FROM CUSTOMER'S FAILURE TO COMPLY WITH THIS CLAUSE.

### 4 Additional Terms

### 4.A Out-of-Scope Services

Coverage under a Software Service Program does not include:

- Service for any Third-Party Products.
- Service for any third-party development platforms or environments.
- Recovery or replacement of any Customer data, software, or passwords stored on the Covered Products.
- Hardware Service Programs, Systems Engineering Services, or any other GTT services not detailed herein. These additional services are available for purchase from GTT for an additional fee.

## 4.B Sample code

Any code provided to Customer by the GTT engineers is subject to the terms and conditions of the GTT Sample Code License, available at www.testteknik.se.

### 4.C Third-Party Products

Third-Party Products that GTT resells may not be supportable by GTT. It may be necessary to address any issues with Third-Party Products directly with the software publisher. "Third-Party Product(s)" as used herein means any third-party software that is not licensed under the Gefle Testteknik software license agreement.





			- ( )		
	Document no	Lang.	Date		
Gefle Testteknik AB	111A4-KD15000-0 v1.0.1	En	2015-02-04		

#### 4.D Reseller Products

In the event Customer purchases the Software from a reseller, the Service Program still begins on the date of the original invoice from GTT (or shipment from GTT— whichever is later) unless otherwise agreed to in writing.

## 4.E Transfer Requests

Customer may request to transfer a Software Service Program to another user provided that Customer notifies GTT. Please note that when you transfer a Software Service Program, the entitlements transfer; the data and history are associated with Your user profile and do not transfer. To request to transfer a Software Service Program contact a GTT sales representative The transfer of a Software Service Program membership can occur a maximum of two (2) times during the term of the Program. GTT reserves the right to deny any request for transfer of a Software Service Program.

#### 4.F Cancellation

Customer may cancel a Software Service Program at any time for any reason, including but not limited to the Software being lost, stolen, or destroyed. Amounts previously paid to GTT in accordance with a Service Program are not refundable. Cancel by sending written notice to GTT.

### 4.G Geographic Limitations and Relocation

Software Service Program offerings may vary globally according to the laws and regulations of the country in which the Software is sold. Service options, including service levels, technical support hours, and response times vary by geography, and certain options may not be available for purchase in Customer's location. The obligation of GTT to supply the Services is subject to local service availability and may be subject to additional fees.

### 4.H Miscellaneous

This Program, including any appendices and terms referenced or incorporated herein, constitutes the entire agreement as to the subject matter herein and supersedes all prior or contemporaneous communications or understandings, whether oral or written, between the parties. If any part, term, or provision of this Program is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Program shall not be affected. In such event, the parties agree to make a good faith attempt to formulate with one another a lawful and enforceable provision to replace the offending provision that, to the extent practicable, accomplishes the intent and objectives of the offending provision. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties with respect to this Program.