

General Condition for Netmaker Nonstop Service

Nonstop Service is a service, which provides the Customer access to call in to receive support between 09:00 and 16:00 on regular workdays, as well as access to new versions with documentation, updates, operating procedures and new functions in the software.

1. Contract Period

The contract for the service subscription runs annually and is extended automatically one year at a time if not terminated. The contract is valid from the date of ordering. Termination must be submitted in writing, by hand to NetMaker no later than three months before the extension date.

2. Fee for Nonstop Service

The fee for Nonstop Service is paid for the coming 12-month's contract period. If nothing else is agreed upon, the contract will continue to run, with a fee per 12-month period. The fee is imposed per user, and each active/installed license must be subscribed to.

The fee is billed after verbal agreement according to Netmaker's applicable pricelist.

Prices do not include VAT and are stated in SEK. Repayment of the annual fee will not be done during the contract period in question.

Netmaker reserves the right to increase prices.

3. Payment Terms

The payment terms are 20 days net. Penal interest of 8 % per month emanates from the invoice's due date on the unpaid amount until full payment occurs.

4. Termination

Termination shall be done in writing to Netmaker according to the conditions outlined in item 1, and are always answered with a written confirmation which serves as your proof that we received your termination notice. If the termination is mailed acceptable only if it is sent as a signed and scanned copy.

5. Transfer of the Contract

The contract may not be transferred without written permission from Formpipe.

6. Suspension of Nonstop Service

Netmaker reserves the right to cancel the contract with immediate effect, and without any reimbursement obligation, if the Customer utilizes Nonstop Service in an improper manner. Netmaker also reserves the right to cancel the Nonstop Service contract if the Customer is in bankruptcy or is otherwise insolvent.

7. Immaterial Rights and User Rights

Netmaker and its licensor own all immaterial rights, including, but not limited to the Netmaker trademark and the other trademarks, or the product name Netmaker until another can come into use, on equipment, software, manuals or other information provided by Netmaker.

8. Force Majeure

The parties are released of any obligations regarding a breach of this contract caused by circumstances beyond the parties' control, such as accident, fire, lightning, explosion, war, riot, flood, bad weather, labor dispute (regardless of whether a party's personnel are involved or not), or amended governmental regulations or intervention by authorities.

9. Other

For additional information please refer to the applicable sections of the IT Companies' regulations.



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