

# General conditions of Support

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## 1 PURPOSE

1.1 Qualisys AB ("Qualisys") is the owner of certain computer software programs, known as Qualisys Track Manager software ("QTM"), the Analysis modules, and related hardware and documentation, together the Motion Capture System. You ("Customer") have purchased a license to use the QTM, and purchased related Hardware, and/or Analysis modules and do now require certain support. Qualisys supplies different Support packages, as available from time to time on Qualisys' website. These General Conditions shall apply to all Support packages. Further conditions may apply to respective Support package as stated in the Specifications available on the [website](#)

## 2 SERVICE PACKAGE SPECIFICATION

- 2.1 The Specification and specific conditions for each Support package available for purchase is to be found on Qualisys' website, [www.qualisys.com](http://www.qualisys.com) or can be provided upon Customer's request. The Specifications and prices may be updated from time to time upon Qualisys' sole discretion, but the version available at the time of order shall apply for the purchase unless otherwise agreed in writing.
- 2.2 Unless otherwise stated on the website, the Support packages available for purchase are the following (the "Support packages"):
- a) Qualisys' system support- Qualisys Hardware, QTM Software and Analysis modules
    - the general Support package for the QTM system.
  - b) Extended hardware warranty
    - Provides a prolongation of the original warranty period for specific cameras (registered per serial number).
  - c) Camera loaner program
    - Provides an option to receive a temporary replacement camera when the original needs to be sent for repair or servicing. This package is only available to EU and North America customers and only for certain cameras, as described further in the relevant Specification.

## 3 SUPPORT CONTACT

- 3.1 The Customer may contact Qualisys by one of the following options:
- E-mail support: Contact Qualisys on [support@qualisys.com](mailto:support@qualisys.com) and Qualisys will reply within one Swedish business day.
  - Phone support: Contact Qualisys via phone on +46 31 336 94 00

## 4 GENERAL CONDITIONS OF SUPPORT

### 4.1 Definitions

#### "Fault"

means a deviation from the function(s) specified in the documentation for the Support Object applied by Qualisys for the Support Object.

#### "General Conditions"

means these general conditions regarding delivery of Support.

#### "Service Hours"

means the hours during ordinary Swedish business days when Support is available. Unless specified otherwise on the Qualisys' website, service hours are 9.00 to 17.00 CET.

#### "Support"

shall mean the service(s) that shall be provided by Qualisys as described in the Support Agreement applicable to the purchase of a Support package.

#### "Specification"

shall mean the further specification of Support and the Support Object and the content of the support in accordance with the Support Agreement.

#### "Support Agreement"

shall mean the agreement regarding provision of Support between the parties, including relevant Specifications, to which these General Conditions apply.

#### "Support Object"

shall mean the product(s) specified in the Support Agreement on which Qualisys provides Support in accordance with the Support Agreement.

### 4.2 Scope of Support

- 4.3 These General Conditions of Support shall apply on any Support provided under a Support package purchased by the Customer from Qualisys, unless stated otherwise in writing.
- 4.4 Qualisys shall during the Service Hours provide Support of the Support Object, in accordance with the Specification of the Support package, by a staffed support department that handles Customer Support and handling of Fault regarding the Support Object.
- 4.5 The Customer has a right under the Support Agreement to contact Qualisys' support department by telephone, e-mail or other applicable electronic media as stated under Section 3 or as informed by Qualisys from time to time.
- 4.6 Qualisys has the right to classify and shall handle the Support matters reported with the promptness the circumstance requires.
- 4.7 Support shall be performed in a professional manner by competent, adequate and for the assignment prepared personnel.
- 4.8 The Customer shall use its best effort to enable the Support to be delivered by Qualisys in the manner agreed and shall continuously and without delay provide Qualisys with data and documentation that Qualisys from time to time requires in order to provide the Support.
- 4.9 In the event the Support Agreement contains remote access, the Customer shall by data communication provide Qualisys access to the

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computers where the Support Object is installed, in order for Qualisys to perform its obligations.

### 4.10 Exceptions

4.11 Unless otherwise, specifically set forth in the Support Agreement, Support shall not comprehend: a) restart of program or system which do not form part of the Support Object; b) fault caused by the Customer's use of the Support Object together with other equipment, appurtenance, software or in an environment or in another way than as approved by Qualisys, and such use affects the operation of the Support Object; c) fault caused by the Customer's changes to or interference in the Support Object; d) fault caused by third party or by circumstances beyond Qualisys' control such as faulty equipment, appurtenances or software which are not the Support Object; or e) fault due to the Customer not providing correct information of conditions.

4.12 The Customer is responsible for backup copying of the Support Object and other computer systems or data that may be affected by Support.

### 4.13 Specific conditions for the Camera loaner program

4.14 Unless stated otherwise in the Specification, the Camera loaner program provides marker and video cameras for Arqus, Miquis and Oqus (the "Equipment"). Special camera types, such as underwater cameras, IP67 cameras and MRI cameras are not available as loaner cameras.

4.15 The Camera loaner program is dependent on a valid Support Agreement under Section 2.2 a)-c) or that the original support provided upon purchase of a QTM system is still in effect.

4.16 The maximum number of loaner cameras is three (3) at a time.

4.17 The Equipment is delivered in accordance with Qualisys' delivery terms applicable at the time.

4.18 During the term of participation in the loaner program, the Customer shall

- a) use the Equipment in accordance with the intended purpose of that Equipment,
- b) maintain the Equipment in good condition,
- c) keep the Equipment sufficiently insured, and
- d) comply with the technical, storage and other requirements applicable for the Equipment.

4.19 At the end of the term of the applicable Support Agreement – with a loaner program add on – the Customer shall return the Equipment to Qualisys. At return, the Equipment shall be in the same condition, except for normal wear and tear, as it was when Qualisys provided that Equipment to the Customer. If the Customer fails to return the Equipment no later than at the end of the term of the Support Agreement, Qualisys will charge the Customer a daily rate for each day of delay of, € 50.

4.20 The Customer shall bear the costs related to the activities stated in Section 4.18 and 4.19.

4.21 The ownership to the Equipment shall remain with Qualisys. The Customer shall not be entitled to sublease the Equipment, or dispose or otherwise encumbrance the Equipment, in whole or in part, without the prior written consent of Qualisys.

4.22 Further conditions may follow from the Specification for the Camera Loaner Program and contract sent.

### 4.23 Prices and payment

4.24 The Customer shall pay the Support fee and any other fees specified in the Support Agreement

4.25 Unless stated otherwise in the Support Agreement, the Support fee and any other fees are stated excluding VAT, taxes and other fees, which are to be paid by the Customer in addition to the Support fee and any other fees.

Unless specifically specified otherwise in the Support Agreement, the Support fee shall be paid upon order of the relevant Support package. Other fees shall be invoiced monthly upon occurrence. Unless stated otherwise on the website at the time of purchase, the invoice shall be paid by the Customer no later than thirty (30) days from the date of invoice. If the Customer is in delay with payment Qualisys is entitled to interest in accordance with the Swedish Interest Act (1975:635).

## 5 CONFIDENTIALITY

5.1 During the term of the Support Agreement and for a period of five (5) years thereafter, each party undertakes not to, without the prior written consent of the other party, disclose or reveal any information (regardless of whether it is in oral, written, electronic or other form), regarding the disclosing party's business which may be considered a trade or professional secret, or otherwise use such information for any purpose other than for the receiving party's performance of its obligations under the Support Agreement. Information that the disclosing party has declared to be confidential shall at all times be considered a trade or professional secret.

5.2 This confidentiality undertaking shall not apply to information the receiving party can prove it learned of in a manner other than through the Support Agreement or which is public knowledge. Nor does this confidentiality undertaking apply when the receiving party is required to disclose information in accordance with any law, enactment, stock market regulation or decision by governmental authorities.

### 5.3 Limitation of Liability

5.4 Qualisys shall under no circumstances be liable to the Customer for loss of profit, revenue, savings or goodwill, loss of data, the Customer's obligation to compensate a third party or any other indirect or consequential damage of any kind.

5.5 Qualisys' aggregate and total liability under the Support Agreement in respect of one or more events or series of events (whether connected or

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unconnected) shall be limited to an amount equal fifty (50) percent of the Support fee payable according to the Support Agreement.

### 5.6 **Term**

5.7 The Support Agreement enters into effect upon the Customer placing an order for the Support package and paying the Support fee and will remain in force for the term specified in the Support Agreement. If no term is specified, the Support Agreement shall be valid for a period of one (1) year, whereupon it is automatically terminated.

### 5.8 **Miscellaneous**

5.9 Any amendments or modifications to the Support Agreement, including these General Conditions and the Specifications, must be issued in writing and signed by both parties in order to be binding. Notifications under the Support Agreement shall be made in writing.

5.10 Any schedules hereto form part of the Support Agreement and are subject to the terms and conditions contained herein.

### 5.11 **Governing law and dispute resolution**

The Support Agreement shall be governed by and construed in accordance with the laws of Sweden, without reference to its conflicts of law provisions. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall at first instance be settled by the District Court of Gothenburg, Sweden.