

Symmetry Partner Program

Terms & Conditions

AMAG Technology An ALLIED UNIVERSAL® Company www.amag.com

Please take a moment to read and understand the terms and conditions of the Symmetry Partner Program. These terms and conditions are a mandatory for all members of the program and cannot be altered.

1. Joining the partner program

Ia. Partner Contact Details

Partners are required to provide and maintain the contact details of employees whom AMAG may need to contact as part of the Symmetry Partner Program (SPP). It is the responsibility of the partner to keep AMAG informed of contact changes.

1b. Application Acceptance or Rejection

AMAG retains the right to accept or reject an application to the SPP at our own discretion. Any applicants who are rejected will be informed of the decision within 10 working days of receipt of the application submission.

Ic. Mutual NDA

Under the terms of the mutual NDA, any software, APIs or licenses received as part of the SPP must not, under any circumstances, be passed on to any company or end user other than companies engaged by the partner to develop the integration. Failure to comply will result in a non-refundable termination of the SPP membership.

Id. Program Fees and Payments

The fees for joining the SPP are laid out on the SPP online application form. These fees are non-negotiable and are subject to change at AMAG's discretion. Should the cost of membership change at any point, AMAG will provide one month's notice to the primary program contact specified on the partner's application or as updated in accordance with section "Ia. Partner Contact Details". Any changes to fees will be reflected at the next renewal period. All SPP payments are processed in the United Kingdom. Any payments originating from the U.K. will additionally be required to pay VAT as well as the cost of the partner program.

Ie. Multiple Integrations

Memberships to the SPP are done on a per integration basis. This means that each separate integration must have its own active membership to the partner program if multiple integrations require certification and support.

2. Software & Hardware

2a. Obtaining Software

Software, APIs and licenses are available to the partner once the initial joining fee has been paid. Versions of Symmetry released prior to the last version, of the previous major Symmetry release, are considered legacy versions of Symmetry and will not be provided by AMAG.

2b. Obtaining Hardware

Hardware is not available on loan however hardware can be purchased directly through the partner program - with all partners entitled to a 41% discount on up to 5 items per year. The cost of hardware purchases are separate to the cost of the partner program and are not included in the joining fee or annual renewal fee.

3. Development

3a. Supported Integration Methods

All integrations created by SPP members should only interface with Symmetry products using the APIs listed below. Any integration that does not adhere to the defined methods of integrating will not be certified by AMAG.

Symmetry Access Control	
■ Biometric Capture Button	■ Intercom SDK
 Database Views 	■ Video SDK
 DataConnect Module 	 XML Open Integration Module

Symmetry CONNECT/GUEST	Symmetry Incident Management
 Symmetry CONNECT/GUEST API 	Symmetry Incident Management API

Symmetry CompleteView	Symmetry Control Room
 Symmetry CompleteView API 	 Symmetry Control Room API

3b. Symmetry Access Control Supported Database Interactions

If an integration integrates with Symmetry Access Control using DataConnect and/or Database Views, only the following interactions between the integration and the Symmetry database will be supported by AMAG.

	Write to Tables	Read from Tables	Run Views
<u>multiMAX</u>	0	0	Р
<u>multiMAXExport</u>	Р	Р	N/A
<u>multiMAXImport</u>	Р	Р	N/A
multiMAXTxn	0	Ο	Р
multiMAXTxnArchive	0	0	0
multiMAXTxnOps	0	0	0
multiMAXTxnRestore	0	0	0

Modifications or additions to the database structure, of any multiMAX database, are not allowed in any capacity and will break the Symmetry upgrade process. Any integration that does not adhere to this section will not be certified by AMAG. Any certifications that have already taken place will be revoked and responsibility, for the support for any customer deployments using the integration, will fall solely to the partner company.

3c. <u>Development Support</u>

All support requests during the development of the integration must be directed through the SPP team who will then coordinate with other AMAG departments on behalf of the partner. Partners should attempt to resolve issues using the provided documentation and troubleshooting information before contacting the SPP team for support. For XML based integrations, the SPP team can only provide support for integrations coded in C#. Integrations coded in alternative programming languages can still go through the AMAG certification process, provided the development language is supported by Microsoft and Windows Communication Foundation (WCF) services.

4. Certification

4a. Partner's Hardware for Certification

AMAG may require the partner's hardware on loan to use during the certification. If this is the case AMAG will notify the partner once they've been added to the certification queue. It is the responsibility of the partner to cover the costs of any customs or duty fees/tax incurred during shipping - certification cannot commence until any outstanding fees have been settled by the partner.

4b. Certification Limitations

AMAG will only perform certifications against supported versions of Symmetry products. Information on current versions can be found in the SPP Program guide or by contacting the SPP team. Partners are entitled to a maximum of one certification/re-certification every three months unless the below criteria have been met:

- A re-certification using a new, major release of a Symmetry product is required.
- A re-certification using a new, major release of a partner's product is required.
- The re-certification is to address an outstanding issue or include new functionality.
- The re-certification is specifically required by a customer.

5. Post-Certification

5a. Mutual Logo Use

Once an integration has been certified AMAG reserves the right to use the logo of the partner company, for marketing purposes and technical documentation. Partners also have the right to use the AMAG logo for marketing purposes for certified versions of their product.

5b. Joint Marketing

All certified partner products are automatically listed on AMAG's publicly accessible, Symmetry Integration Matrix. Newly certified partners will also be announced in a quarterly AMAG blog published by AMAG. At AMAG's discretion, partners may be invited to participate in joint press releases.

5c. <u>Technical Support</u>

AMAG technical support is only available to active SPP members and the integration versions certified by the SPP. Each partner company is responsible for the maintenance and support of their own integration. When issues are discovered on a site they must be raised through the correct channels, by either the customer or integrator raising a ticket with the AMAG technical support team to ensure the issue is logged and eventually resolved. If issues arise at an end user's site AMAG's technical support team will investigate to ensure everything is functioning correctly on the Symmetry side of the deployment and will work with the partner company as needed to determine the cause. If an issue is found with Symmetry and/or its APIs, AMAG will work to resolve the issues internally in a timely fashion. If the issue lies outside of the AMAG side of the system, the partner company will be invited to resolve the issue with the assistance of the SPP team.

6. Miscellaneous

6a. Outstanding Invoices

If a partner's invoice payment is overdue by two months or more, AMAG reserves the right to terminate the SPP membership. AMAG will provide one week's notice in advance of the termination and every opportunity will be given to the partner to settle the outstanding balance. During the period where an invoice is unpaid, the partner company will not receive any benefits of the partner program. AMAG will issue confirmation of the termination at the effective termination date. The SPP service continues upon successful clearance of any outstanding fees within the two month period.

6b. Leaving the Program

If a partner company wishes to leave the program, notice must be given to AMAG during their current membership year. If the partner company has received their renewal invoice before their current year of membership has expired, AMAG will cancel the invoice and the partner company will not be charged. Partners who have left the program and wish to rejoin, will be charged the current joining fee if more than two calendar months have elapsed since the termination date.

6c. Changes to Terms & Conditions

The Terms & Conditions in this document are subject to change and are correct at the time of writing. When changes are made all partners will be notified by AMAG at least 2 weeks in advance of the updated Terms & Conditions becoming active.

Please contact <u>symmetrypartnerprogram@amag.com</u> for further questions or queries.

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