



# GENERAL TERMS & CONDITIONS

## GRIEG CONNECT AS

Date 01.06.2025

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# TERMS OF SERVICE

Effective Date: As defined in the Contract and/or Order Form

Parties: Customer as defined in the Contract ("Subscriber") and Grieg Connect AS ("Provider")

## **1** *APPLICABILITY OF TERMS OF SERVICE*

- 1.1 These Terms of Service apply to the Services as defined under clause 2.9 below and described in the Contract and/or Order Form.

## **2** *DEFINITIONS*

- 2.1 "Contract" refers to the offer when agreed upon and executed by both parties.
- 2.2 "Order Form" refers to the document executing the offer when signed by both parties.
- 2.3 "Project Terms and Conditions" refers to the document with the same name.
- 2.4 "Agreement" means the Contract, Order Form, these Project Terms and Conditions, the Terms of Service and the Data Processing Agreement.
- 2.5 "Service Commission" refers to the point in time when the Services are live.
- 2.6 "Subscriber" refers to customer as defined in the Order Form.
- 2.7 "Provider" refers to Grieg Connect AS.
- 2.8 "Implementation Services" refers to the services related to implementation described in the Contract.
- 2.9 "Services" refers to the Software-as-a-Service delivered by the Provider.
- 2.10 "Service Term" refers to the term of Services as set out in clause 4 below.
- 2.11 "Administrators" means persons designated by the Subscriber to administrate user licenses.
- 2.12 "Users" refer to individuals within Subscriber's organization who have been provided with a user account, including but not limited to employees, consultants, and contract workers.

## **3** *ENTIRE AGREEMENT*

- 3.1 The Agreement, cf. clause 2.4, forms the entire agreement between the Provider and Subscriber. The Agreement supersedes any prior proposal, representation, or understanding between the parties. The Provider is not bound by and hereby expressly rejects any terms of purchase, general conditions, agreements or otherwise presented by the Subscriber.

## **4** *TERM*

- 4.1 If the parties have agreed on an implementation project, the Service Term refers to the period from the Service Commission until termination of the Service, including the initial term of 24 months, or initial term as otherwise agreed, and subsequent renewal periods.

- 4.2 If no implementation project has been agreed, the Service Term refers to the period from the Effective Date, as defined in the Contract and/or Order Form, until termination of the Service, including the initial term of 24 months, or initial term as otherwise stated in the Contract and/or Order Form, and subsequent renewal periods.
- 4.3 The Agreement is valid from the Effective Date, as defined in the Contract and/or Order Form, throughout the Service Term.

## **5 THE SERVICES**

- 5.1 The Services is a standardized service offered on a Software-as-a-Service basis. The Subscriber therefore acknowledges that the functionality in the Services may change. The Services is not tied to any specific version of the underlying software or any set functionality.
- 5.2 The Agreement provides the Subscriber and the Subscriber's users with a right to use the Services. A user shall mean a physical person who has been invited to the Services by the Subscriber's administrator.

## **6 PAYMENT**

- 6.1 The Subscriber shall pay the agreed upon service fee in accordance with the terms specified in the Order Form and/or Contract. The subscription fee will be invoiced periodically in advance as specified in the Order Form and/or Contract. Unless otherwise specified, the Provider has right to payment when the Subscriber has started, fully or partially, using the Services, defined as Service Commission.
- 6.2 Payment shall be made no later than 30 days after receipt of an invoice from the Provider. Failure to submit payment within 30 days entitles the Provider to claim interest on any overdue amount in accordance with the Late Payment interest Act ("forsinkelsesrenteloven"). All prices in the Agreement are excluded VAT.
- 6.3 The Subscriber is not entitled to set off the subscription fee against any claim the Subscriber has towards the Provider.
- 6.4 The Provider's service fee may be adjusted at the beginning of each calendar year by an amount equivalent to the increase in the price index 11419 of Statistics Norway (Yrkesfordelt månedslønn, etter kjønn, arbeidstid, sektor og næring (2015–2024)/ Occupationally distributed monthly salary, by gender, working hours, sector, and industry (2015–2024)). The initial reference index value shall be based on the index value of the year prior to the year of signing this Agreement.
- 6.5 The Provider's service fee may also be adjusted to the extent that rules or administrative decisions pertaining to public taxes or third party services are amended in a way that affects the consideration or costs of the Provider. In such case, the Provider must notify the Subscriber of the changes with 30 days prior written notice.

## **7 USER ADMINISTRATION**

- 7.1 User licenses are managed by Administrators. Administrators are designated by the Subscriber. The Subscriber may give each Administrator the privilege to purchase, assign, reassign, unassign and cancel licenses. The users may be assigned different roles with different permissions. The Provider will set up Administrators at the request of the Subscriber.

- 7.2 Administrators may provide the user accounts to any Users, as defined in clause 2.15. Administrators and Users cannot share login credentials with other individuals or authorize access to third parties unless expressly allowed.
- 7.3 Subscriber is obliged to provide correct and complete information about each User and/or Administrator upon registration of the user account and to update this information to keep it accurate and complete.
- 7.4 Subscriber is obliged to ensure that each Administrator and User is provided and accepts these Terms of Service.

## **8 GRANT OF LICENSE**

- 8.1 The Provider grants the Subscriber a non-exclusive, non-transferable right, limited to the duration of the Service Term, to authorize Users to use the Service. The authorization by the Subscriber, directly or through and Administrator, of a User to use the Services represents a single license ("License").
- 8.2 As such, a License grants the User or Administrator the right to use the Services on their personal computers. Use of the Services by any other persons other than Users and Administrators on their personal computers is prohibited.
- 8.3 The Services may only be used for the Subscriber's internal business processes and in accordance with the Agreement.
- 8.4 The Subscriber may make copies of the Services as necessary for backup and archival purposes.
- 8.5 Use of the Services on a new location is dependent on a new written agreement with the Provider.

## **9 ROUTINES FOR PLANNED MAINTENANCE**

- 9.1 Certain types of maintenance of the Services may imply a stop or reduction in availability of the Services. The Provider does not warrant any particular level of Services availability, unless this is agreed upon in a Service Level Agreement between the Provider and the Subscriber, but will provide its best effort to limit the impact of any planned maintenance on the availability of the Service.
- 9.2 Provider shall within reasonable time notify the Subscriber of any planned maintenance that may affect Services' availability.

## **10 OTHER RIGHTS AND LIMITATIONS**

- 10.1 The Subscriber shall not:
- (a) Remove or alter any copyright notices;
  - (b) Itself or allow third parties to modify, distribute or make derivative works based on the Service;
  - (c) Itself or allow third parties to rent, lease, lend, sell, sublicense or otherwise transfer the Services to any third parties.
- 10.2 The Subscriber undertakes that it and its Users will use the Services in accordance with applicable law and regulations and in accordance with the requirements in the Agreement. The Subscriber is responsible for the material and information that the Subscriber and its users produce by using the Service.

- 10.3 The Subscriber warrants that all content being uploaded, transferred, stored, created, and processed on the Services is owned by Subscriber or is otherwise lawfully used, does not violate any third parties rights (including IPR), and does not violate any applicable laws or the Agreement.

## **11 CHANGES TO THE SERVICES AND TERMS OF SERVICE**

- 11.1 Provider has the right to change, add and remove functionality in and to the Services at its own discretion.
- 11.2 Provider reserves the right, at its sole discretion, to modify or replace these Terms of Service at any time. Provider will inform Subscriber of material changes to the Terms of Service. By continuing to access or use the Services after any revisions become effective, the Subscriber agrees to be bound by the revised Terms of Service.

## **12 TERMINATION OF THE AGREEMENT**

- 12.1 The Services have an agreed upon initial term, cf. clause 4, and is thereafter renewed automatically for new periods of same duration, unless the Agreement is terminated by one of the parties by written notification within six months before the subscription to the Services is automatically renewed.
- 12.2 Upon termination of the Services, the Subscriber may in writing request the Provider to hand over all personal data that the Subscriber has stored in the Service. Submission of such personal data shall be done on a suitable data medium chosen by the Provider. The Provider may charge a reasonable fee for such work.

## **13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 All intellectual property rights in and related to the Services, including but not limited to software, copyright, content, trademarks, and all other materials, are owned by Provider or its suppliers and licensors.
- 13.2 All title and intellectual property rights in and to the content which may be accessed through use of the Services is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. The Subscriber is not granted any rights to the Services other than the license right in clause 8.
- 13.3 Provider will defend and hold harmless the Subscriber against substantiated third-party claim towards the Subscriber alleging that the use of the Services infringes that third party's intellectual property rights. However, Provider has no liability for claims or losses to the extent the alleged infringement is due to the Subscriber's modification of the Service, use in a manner not consistent with the instructions or documentations of the Service, use of the Services in combination with other services or products, or otherwise use inconsistent with the nature of the Services or breach of the Agreement.
- 13.4 The Provider acknowledges and agrees that the Subscriber has the exclusive right, title and interest in and to all its copyrights, patents, trade secrets, trademarks, trade names, service marks, logos, program and event names, identifications, and other proprietary rights and privileges. The Agreement is not a license or assignment of any right, title, or interest in the Intellectual Property by the Subscriber to the Provider.

- 13.5 The Provider will not, in any manner, represent that it has any ownership or other interest in the Subscriber's Intellectual Property. The Provider will not do or cause to be done anything that impairs the Subscriber's exclusive license in any intellectual property.
- 13.6 The Provider will not use, print, or duplicate intellectual property unless the Provider has obtained prior written approval from the Subscriber. Any permitted use by the Provider of intellectual property is limited to the Service Term.
- 13.7 Upon the expiration or termination of the Services, or upon request by the Subscriber, the Provider will immediately cease all use of intellectual property.

## **14 USE OF DATA**

- 14.1 The Subscriber is the owner of the Subscribers data. The Provider is entitled to use Subscribers data in order to improve or change the Services, to enhance or change the functionality of the Service, or to develop new functionality, products and services. Any external services will be based on aggregated and anonymized data.

## **15 DATA PROTECTION**

- 15.1 Both parties shall comply with applicable data protection laws and regulations and comply with the Data Processing Agreement.

## **16 TRANSFER OF RIGHTS**

- 16.1 The Provider is entitled to transfer its rights and obligation pursuant to this Agreement to a third party as part of a merger or acquisition process, or as a result of other organizational changes. The Subscriber's transfer of any rights and obligations shall be subjected to the Provider's written authorization.

## **17 MARKETING**

- 17.1 Presentation of Subscriber's use of the Service in marketing materials, will require an approval from the Subscriber.

## **18 FORCE MAJEURE**

- 18.1 If the fulfilment of the Agreement in whole or partly is prevented or to a major degree made difficult by circumstances that are outside the parties' control, the parties' obligations shall be suspended to the extent the circumstances are relevant, and then for so long time as the circumstances last. Such circumstances include, but are not limited to, strike, lock-out, a force majeure situation impacting a sub-processors and sub-contractors and any other circumstance that according to the Norwegian law is considered force majeure. Each party is entitled to terminate the Agreement with one month's written notice, if the force majeure situation makes it particularly burdensome for such party to maintain the Agreement.

## **19 LIABILITY**

### **19.1 What constitutes a breach of contract**



- 19.1.1 There is a breach of contract if one of the parties does not meet their obligations as defined in the Agreement.

## **19.2 Warranties**

- 19.2.1 Provider expressly disclaims any warranty for the Services other than those expressly set out in the Agreement.
- 19.2.2 The Provider does not warrant or assume responsibility for the accuracy or completeness of information, text, graphics, links, or other items contained within the Service. The provider makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. The Provider further expressly disclaims any warranty or representation to Users or to any third party.
- 19.2.3 Notwithstanding the above, the Provider represent and warrants that (i) the Services will be free, at the time of receipt by the Subscriber, of any Unauthorized Code; and (ii) the Services do not contain any code, programming, or other content licensed from a third party (or derived from or developed with such third-party materials) under terms that requires the Subscriber to license, modify, or distribute patents, copyrights, trade secrets, data, programs, applications, interfaces, or other intellectual property to any third party.
- 19.2.4 The Provider hereby assigns to the Subscriber all assignable warranties, representations, covenants and indemnities granted to the Provider by third parties in the Service, or any components thereof, and all remedies for breach of such warranties, representations, covenants and indemnities. To the extent that the Provider is not permitted to assign any of such protection to the Subscriber, the Provider will enforce such protection on behalf of the Subscriber to the extent the Provider is permitted to do so under the terms of the applicable third-party agreements.

## **19.3 Liability for Errors**

- 19.3.1 There is an error ("Error") if the Subscriber is not able to access the Services or a material function in the Services, and this is caused by circumstances which are the responsibility of the Provider. The Subscriber acknowledges that errors might occur from time to time and the Subscriber waives any right to claim for compensation as a result of errors in the Services other than set out in Appendix 2 below.
- 19.3.2 When an error occurs, the Subscriber shall notify the Provider of the error and provide a description of the error situation. The Provider shall use reasonable commercial effort to correct the error within reasonable time. If requested by the Provider, the Subscriber shall provide necessary assistance in order to reproduce/identify the error situation.

## **19.4 Third party services**

- 19.4.1 To the extent the Services facilitate access to services provided by a third party, the Subscriber shall comply with the terms governing such third party services. The Provider shall not be held liable for any errors, omissions, inaccuracies, etc. related to such third party services.

## **19.5 Limitations of liability**

- 19.5.1 In no event shall the Provider, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- (d) The Subscribers' access to or use of or inability to access or use the Service;

- (e) Any damages or defects coming out of any implementation project, upgrades, integrations or other tasks related to the Services;
- (f) Any conduct or content of any third party on the Service;
- (g) Unauthorised access, use, or alteration of Subscriber's transmissions or content.

19.5.2 While Provider strives to provide comprehensive cybersecurity solutions, the Services cannot guarantee a complete detection or prevention of all cyber threats. Provider shall not be liable for any damages, losses, or expenses resulting from cyber incidents, including but not limited to data breaches, cyber-attacks, or any other form of unauthorized access or use of the Subscriber's data or systems.

19.5.3 The maximum accumulated damages during a 12 month period shall under all circumstances be limited to an amount equal to the total paid subscription fee excluded VAT for the relevant module/functionality this time period. These limitations shall not apply if the Provider or someone who the Provider is responsible for has acted with gross negligence or intent.

## **19.6 Exclusions**

19.6.1 The limitations of liability set forth above do not apply to a party's (i) breach of its indemnification obligations, (ii) failure to comply with laws and (iii) fraud, gross negligence or willful misconduct.

## **20 SUSPENSION AND TERMINATION**

20.1 The Provider is entitled to suspend the Subscriber's access to the Services without notice if due payment has not been submitted within 15 days after due date. The Provider may also suspend any other assistance pursuant to the Agreement or other agreement until such payment has been done.

20.2 The Provider can with immediate effect close or suspend access to the Services if the Subscriber or any of its users abuse the Services or if the Subscriber otherwise is in material breach of its obligations pursuant to this Agreement.

20.3 If the Subscriber materially breaches its obligations pursuant to this Agreement, the Provider may terminate the Agreement for breach with immediate effect, including the Subscriber's access to the Service.

## **21 CONFIDENTIALITY**

21.1 Each party is obliged to keep any information and data shared between the parties confidential, and shall prevent unauthorized persons from gaining access to, or knowledge of, confidential information. The confidentiality obligation applies to each party's employees, subcontractors and any other third parties acting on behalf of the parties.

21.2 The confidentiality obligation does not apply to:

- (h) Information in the public domain or shared by third party, as long as such information has not been publicised or shared unlawfully;
- (i) Information where release or sharing has been permitted by the other party (with prior written consent);
- (j) Information that a party can document was developed independently of the relationship between the parties;

(k) Information that a party is obliged to disclose by law. If possible, each party shall notify the other prior to such disclosure.

21.3 This confidentiality obligation continues to apply after termination for a period of 10 years.

## **22 GOVERNING LAW AND DISPUTE RESOLUTION**

22.1 The Agreement shall be governed by and construed in accordance with the laws of Norway, without regard to its conflict of law provisions.

22.2 Any disputes arising out of or in connection with the Agreement or the use of the Services shall be subject to the exclusive jurisdiction of the Bergen City Court.

## **23 MISCELLANEOUS**

23.1 If any provisions in the Agreement is deemed invalid or unenforceable, the remaining provisions will remain in full effect.

23.2 Failure by the Provider to enforce any right or provision will not constitute a waiver of such right or provision.

## APPENDIX 1 - SERVICE LEVEL TERMS

The Service shall be available 99.5%, measured monthly, excluding scheduled maintenance. The provider is committed to 24/7/365 system monitoring, and a corresponding operational support line from 08:00-16:00 weekdays (GMT+1) Norwegian time.

For Subscribers entered into SLA agreement, the Provider is offering corresponding operational support line from 08:00-20:00 weekdays and 10:00-14:00 weekends and holidays (GMT+1) Norwegian time.

Subscribers not entered into such SLA agreement are not guaranteed support outside ordinary working hours, and will in such cases where support is nevertheless provided be invoiced 100% surcharge per commenced hour according to agreement prices.

Phone: +47 464 40 500

Email: support@griegconnect.com

If the Subscriber requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by maintenance. Further, any downtime resulting from third party connections or utilities or other reasons beyond Provider's control is excluded the calculation of availability.

Subscriber's sole and exclusive remedy, and Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 1 hour, provider will credit Subscriber for a proportionate amount monthly service fee, where refund is measured by the minutes/hours that the service has been unavailable. Downtime is defined as service unavailability beyond the threshold of 99.5% uptime. The proportionate amount of the monthly service fee is calculated in the following way:

$$\frac{\text{Monthly fee}}{43200 \text{ minutes}} \cdot \text{minutes of downtime exceeding one hour}$$

The aggregate amount of service credits to be issued to Subscriber for all downtime that occurs in a single calendar month shall not exceed 50% of the monthly service fee.

Downtime shall begin to accrue as soon as Subscriber (with notice to Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored.

In order to receive downtime credit, Subscriber must notify Provider in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash, but allocated towards future reduction in contracted service fees.

## ***APPENDIX 2– SUPPORT TERMS***

Provider will provide Technical Support to Subscriber via both telephone, a ticket based support system and electronic mail on weekdays during the hours of 08:00-16:00 (GMT+1) Norwegian time, with the exclusion of Norwegian Public Holidays ("Support Hours"). Phone: +47 464 40 500

Email: [support@griegconnect.com](mailto:support@griegconnect.com)

Technical support will be provided to Super user(s) if subscribers organisation has defined Super user roles and does not include inquiries concerning user support. In case of inquiries concerning user support, Provider may invoice the Subscriber per commenced hour in accordance with Provider's standard prices for technical support or as otherwise agreed in the Contract/Order Form. Business consultancy is charged at the Provider's standard prices, unless otherwise agreed in the Contract or Order Form.

Error messages must always be reported in writing by email to [support@griegconnect.com](mailto:support@griegconnect.com). If the error situation is perceived as critical, the Subscriber must contact Provider by telephone in addition to email. The Subscriber is obliged to notify Provider immediately if the Subscriber discovers that an error that has been registered by the Subscriber proves to be not to be an error.

# PROJECT TERMS AND CONDITIONS

Effective Date: As defined in the Contract and/or Order Form

Parties: Customer as defined in the Contract ("Subscriber") and Grieg Connect AS ("Provider")

## **1** *APPLICABILITY OF PROJECT TERMS AND CONDITIONS*

- 1.1 If the Parties have agreed on an implementation project in the Contract and/or Order Form, these Project Terms and Conditions ("**Project Terms and Conditions**") apply to the implementation project.

## **2** *DEFINITIONS*

- 2.1 "Contract" refers to the offer when agreed upon and executed by both parties.
- 2.2 "Order Form" refers to the document executing the offer when signed by both parties.
- 2.3 "Terms of Service" refers to the document with the same name and its appendices.
- 2.4 "Agreement" means the Contract, Order Form, these Project Terms and Conditions, the Terms of Service and the Data Protection Agreement.
- 2.5 "Service Commission" refers to the point in time when the Services are live.
- 2.6 "Subscriber" refers to customer as defined in the Order Form.
- 2.7 "Provider" refers to Grieg Connect AS.
- 2.8 "Implementation Services" refer to the services related to implementation project, i.e. the implementation of the software/system which is to be delivered on a Software-as-a-Service basis as described in the Contract.
- 2.9 "Service Term" refers to the term of Service as defined in the Terms of Service.
- 2.10 "Confidential Information" means all information disclosed by one party to the other that is marked as confidential or would reasonably be understood to be confidential.
- 2.11 "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party preventing or delaying its obligations.
- 2.12 "Intellectual Property Rights" (IPR) mean all copyrights, trademarks, patents, trade secrets, and other intellectual property rights.

## **3** *SCOPE OF WORK AND SUBSCRIBER CONTRIBUTION*

- 3.1 The Provider agrees to provide the Implementation Services detailed in the Contract.
- 3.2 Modifications or expansion to the Implementation Services must be mutually agreed upon in writing. Subscriber has the right to request changes through change requests, but Provider is under no obligation to comply with or meet such a request.
- 3.3 The Provider will allocate qualified personnel to perform the Implementation Services.

- 3.4 The delivery of the Implementation Services is dependent on a close cooperation with the Subscriber. Subscriber shall contribute to the delivery of the Implementation Services as specified in the Contract and/or as deemed necessary by the Provider for the implementation of the Implementation Services.

#### **4 DELIVERABLES**

- 4.1 The Provider shall deliver the Implementation Services along with all relevant documentation and user manuals.
- 4.2 Implementation Services must conform to the specifications and functionality as detailed in the Contract. The Implementation Services do not include services, functions or responsibilities which are not expressly stipulated in the Contract.
- 4.3 Developments and customisations of Provider's standard software are not included in the Implementation Services unless specified in the Contract.
- 4.4 If the Implementation Services, as specified in the Contract, include integrations with third party software, Provider will deliver integrations based on own or third party's standard API at the time of signing of the Order Form, unless otherwise stipulated in the Contract.
- 4.5 The Provider shall provide regular progress reports as agreed upon.

#### **5 PAYMENT TERMS**

- 5.1 The Subscriber agrees to pay the Provider an amount according to the payment schedule in the Contract and/or Order Form.
- 5.2 Travel costs incurred by the Provider in connection with the Implementation Services will be reimbursed by the Customer. Provider endeavours to inform Subscriber before travel costs are incurred, but is under no obligation to do so.
- 5.3 Payment terms are 14 days from the date of invoice.
- 5.4 Late payments may incur interest in accordance with the rate set by the Norwegian regulation for late payment interest (Forskrift om forsinkelsesrente og kompensasjon for inndrivelseskostnader) § 1.

#### **6 TIMELINES**

- 6.1 The Start Date and End Date of the Implementation Services are set out in the Contract.
- 6.2 Any delays must be communicated promptly, and extensions must be agreed upon in writing.

#### **7 COMMISSION AND ACCEPTANCE TESTING**

- 7.1 The Service Term commences upon Service Commission (the system is live).
- 7.2 When the software is implemented, the Provider notifies Subscriber. Subscriber will have 10 days to perform acceptance testing.

- 7.3 The software is deemed accepted upon satisfying the acceptance criteria outlined in the Contract and/or Order Form. The Subscriber is to notify Provider if the software is accepted. If the Subscriber does not send Provider written notice that the software does not meet the acceptance criteria within 10 days, the Implementation Services are deemed accepted.
- 7.4 If the software does not meet the acceptance criteria, the Provider will rectify the issues within 20 days.
- 7.5 Multiple rounds of acceptance testing may occur until the software meets the acceptance criteria.

## **8 WARRANTIES**

- 8.1 The Provider warrants that all Implementation Services will be performed with reasonable skill and care.
- 8.2 The Provider warrants that it has the legal right and authority to enter into the Agreement.

## **9 INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 9.1 The Provider retains ownership of the Software and any associated IPR.
- 9.2 The Subscriber grant of license is set out in the Terms of Service and applies mutatis mutandis to the Implementation Services.
- 9.3 Both parties shall take reasonable measures to protect the other's IPR from unauthorized use or disclosure.
- 9.4 The Provider shall indemnify the Subscriber against any claims that the Software infringes third-party IPR.

## **10 CONFIDENTIALITY**

- 10.1 Each party agrees to keep confidential any information received from the other party.
- 10.2 Confidential information must not be disclosed to third parties without prior written consent, except as required by law.
- 10.3 This clause remains in effect for 10 years post-termination of the Agreement.
- 10.4 Each party agrees to use Confidential Information solely for the purposes of fulfilling its obligations under the Agreement.

## **11 BREACH OF CONTRACT**

- 11.1 There is a breach of contract on the part of the Subscriber if the Subscriber fails to perform its duties under the Contract or Project Terms and Conditions, including, but not limited to, timely payment and contribution to the implementation, cf. clause 2.4.
- 11.2 There is a breach of contract on the part of the Contractor if the deliverables do not conform with the Contract or Project Terms, and/or if the Contractor fails to perform its duties under the Contract or Project Terms and Conditions.



- 11.3 Each party may claim damages in respect of any direct loss that arises from a breach of contract by the other party, unless the other party demonstrates that the breach of contract or the cause of the breach of contract is not attributable to the other party.

## **12 LIABILITY**

- 12.1 The Parties total liability and limitations of liability is set out in the Terms of Service.
- 12.2 The limitations of liability shall not apply to breaches of confidentiality, IPR, or indemnification obligations.
- 12.3 Each party shall maintain appropriate insurance coverage to mitigate potential liabilities.

## **13 TERMINATION**

- 13.1 Either party may terminate the Agreement fully or partially prior the date on which the Implementation Services are accepted or deemed accepted, cf. clause 7.3, with 30 days' written notice. In this case, the Service Term will not commence, cf. clause 7.1.
- 13.2 The Subscriber will pay for work completed up to the date of termination.
- 13.3 Either party may terminate immediately if the other party goes bankrupt or ceases operations.
- 13.4 Upon termination, the Provider shall return or destroy all Confidential Information of the Subscriber.

## **14 GOVERNING LAW**

- 14.1 This Agreement will be governed by and construed in accordance with the laws of Norway.
- 14.2 Any legal actions or proceedings arising under this Agreement shall be brought exclusively in the courts of Norway, the initial legal domicile being Bergen Tingrett.

## **15 AMENDMENTS**

- 15.1 Any amendments to this Agreement must be made in writing and signed by authorized representatives of both parties.
- 15.2 Amendments shall identify the specific sections being changed and the agreed-upon modifications.

## **16 FORCE MAJEURE**

- 16.1 Neither party shall be liable for any delay or failure to perform its obligations due to circumstances beyond its reasonable control, including but not limited to acts of God, war, or natural disasters.
- 16.2 The affected party must notify the other party immediately upon the occurrence of a Force Majeure Event and make reasonable efforts to mitigate its effects.
- 16.3 If a Force Majeure Event continues for more than 30 days, either party may terminate the Agreement by providing written notice.

## **17 DATA PROTECTION**

- 17.1 Both parties shall comply with applicable data protection laws and regulations and comply with the Data Processing Agreement.

## **18 SUBCONTRACTING AND USE OF THIRD PARTIES**

- 18.1 The Provider may not subcontract its obligations under this Agreement without the prior written consent of the Subscriber. The Provider remains fully liable for the performance of any subcontracted obligations.
- 18.2 The Subscriber may not use a third party to assist it in connection with its duties under the Agreement without the prior written consent of the Provider. The Subscriber remains fully liable for the performance of any third party under the Agreement.
- 18.3 Consent to subcontractors and/or third parties according to clause 16.1 and 16.2 shall not be unreasonably withheld.

## **19 NOTICES**

- 19.1 Any notices required under this Agreement must be in writing and sent to the addresses specified by the parties in the Agreement, either by registered mail or email.
- 19.2 Notices are deemed received 5 days after being sent.

## **20 SEVERABILITY**

- 20.1 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- 20.2 The invalid or unenforceable provision will be replaced by a valid provision that most closely approximates the intent and economic effect of the original provision.

## **21 WAIVER**

- 21.1 The failure of either party to enforce any right or provision of these terms and conditions will not constitute a waiver of future enforcement of that right or provision.
- 21.2 Any waiver must be in writing and signed by the party granting the waiver.