



# GENERAL TERMS & CONDITIONS

## GRIEG CONNECT AS

Date 01.01.2025  
Ver 2.0

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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 may change the service fee or institute new charges and fees at the beginning of each calendar year, upon thirty days prior written notice.

6.5 The Provider's service fee may be adjusted at the beginning of each calendar year by an amount equivalent to the increase in the consumer price index of Statistics Norway, with the initial reference index value being the index value for January the year in which the Agreement was signed.

6.6 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 The Provider may refer to the Subscriber's use of the Services in Provider's marketing activities. This includes use of Subscriber's company name and logo on Providers website, in presentations and in other marketing materials.

## **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

Service Level Terms as described require that Subscriber enter into a separate SLA agreement which include user support both within normal working hours and extended support outside normal work on assumed errors.

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.

For Subscribers entered into SLA agreement the Provider warrant 99.5% system availability, measured monthly, excluding scheduled maintenance. The Provider is committed to 24/7/365 system monitoring, and a corresponding operational support line from 08:00-20:00 weekdays and 10:00-14:00 weekends and holidays (GMT+1) Norwegian time.

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. 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 includes guidance on suspected errors to the Subscriber's named Super User(s). Technical support will be provided to Super users, 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.

# DATA PROCESSING AGREEMENT

## SECTION I

### *Clause 1*

#### ***Purpose and scope***

- (a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- (b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29 (3) and (4) Regulation (EU) 2018/1725.
- (c) These Clauses apply to the processing of personal data as specified in Annex II.
- (d) Annexes I to IV are an integral part of the Clauses.
- (e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

### *Clause 2*

#### ***Invariability of the Clauses***

- (a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.
- (b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

### *Clause 3*

#### ***Interpretation***

- (a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

- (c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

#### *Clause 4*

#### ***Hierarchy***

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

#### *Clause 5*

#### ***Docking clause***

- (a) Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.
- (b) Once the Annexes in (a) are completed and signed, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.
- (c) The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

## **SECTION II – OBLIGATIONS OF THE PARTIES**

### *Clause 6*

#### ***Description of processing(s)***

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

### *Clause 7*

#### ***Obligations of the Parties***

##### **7.1. Instructions**

- (a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.
- (b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

##### **7.2. Purpose limitation**

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

##### **7.3. Duration of the processing of personal data**

Processing by the processor shall only take place for the duration specified in Annex II.

##### **7.4. Security of processing**

- (a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.
- (b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorised to process the personal data received

have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### **7.5. Sensitive data**

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

### **7.6 Documentation and compliance**

- (a) The Parties shall be able to demonstrate compliance with these Clauses.
- (b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.
- (c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.
- (d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

### **7.7. Use of sub-processors**

- (a) The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least 30 (thirty) days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.
- (b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

- (d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.
- (e) The processor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

## **7.8. International transfers**

- (a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.
- (b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

## *Clause 8*

### ***Assistance to the controller***

- (a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.
- (b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions
- (c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:
  - (1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
  - (2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;
  - (3) the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;
  - (4) the obligations in Article 32 Regulation (EU) 2016/679.

- (d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

## *Clause 9*

### ***Notification of personal data breach***

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 Regulation (EU) 2016/679 or under Articles 34 and 35 Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

#### **9.1 Data breach concerning data processed by the controller**

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

- (a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);
- (b) in obtaining the following information which, pursuant to Article 33(3) Regulation (EU) 2016/679/, shall be stated in the controller's notification, and must at least include:
  - (1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - (2) the likely consequences of the personal data breach;
  - (3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- (c) in complying, pursuant to Article 34 Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

#### **9.2 Data breach concerning data processed by the processor**

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) the details of a contact point where more information concerning the personal data breach can be obtained;
- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.



The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

### **SECTION III – FINAL PROVISIONS**

#### *Clause 10*

##### ***Non-compliance with the Clauses and termination***

- (a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.
- (b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:
  - (1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;
  - (2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;
  - (3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.
- (d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

**ANNEX I LIST OF PARTIES**

**Controller(s):**

<b>Number</b>	<b>Name</b>	<b>Address and company number</b>	<b>Contact person's name, position and contact details</b>
1	Subscriber, as specified in the Contract and/or Order Form.	Address and company number as specified in the Contract and/or Order Form.	Contact person as specified in the Contract and/or Order Form.

**Processor(s):**

1	Grieg Connect AS	Bryggegata 6, 4 <sup>th</sup> floor, Aker Brygge 0250 Oslo  Company registration number: 989 78 6857	Morten Berntsen Head of Projects and Security +47 907 56 195 Morten@griegconnect.com
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**ANNEX II: DESCRIPTION OF THE PROCESSING**

**Port**

<p><i>Categories of data subjects whose personal data is processed</i></p>	<ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul>
<p><i>Categories of personal data processed</i></p>	<p>User profile / Personal contact information</p> <ul style="list-style-type: none"> <li>• User name</li> <li>• Name</li> <li>• Phone number</li> <li>• Email</li> <li>• Birthday</li> </ul> <p>Professional work related information</p> <ul style="list-style-type: none"> <li>• Role</li> <li>• Competences</li> <li>• Phone number</li> <li>• Email</li> </ul> <p>Access related information</p> <ul style="list-style-type: none"> <li>• Access cards / PIN codes</li> <li>• Courses</li> <li>• Photo / Photo of ID</li> <li>• Access logs for individuals and vehicles</li> <li>• Security checks on individuals</li> </ul> <p>Adress and location</p> <ul style="list-style-type: none"> <li>• Physical adress</li> <li>• IP-adress</li> <li>• Location</li> </ul> <p>Financial information</p> <ul style="list-style-type: none"> <li>• Financial transactions</li> <li>• Account number</li> <li>• Amount and date</li> </ul> <p>History</p> <ul style="list-style-type: none"> <li>• Transaction logs</li> </ul>
<p><i>Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.</i></p>	<p>N/A</p>

<i>Nature of the processing</i>	<ul style="list-style-type: none"> <li>• Collection</li> <li>• Storage</li> </ul>
<i>Purpose(s) for which the personal data is processed on behalf of the controller</i>	<p><i>The data processed is key for the workflows in the application:</i></p> <p><i>Customer related data when it comes to invoicing.</i></p> <p><i>Personal information when it comes to work order management and resource planning.</i></p> <p><i>Access related information to ensure security at the ports and invoicing.</i></p>
<i>Duration of the processing</i>	<p>The duration of the processing is latest of (i) the duration of the Services under the Agreement or (ii) until deletion of the personal data in accordance with the Agreement.</p>

## Terminal

<p><i>Categories of data subjects whose personal data is processed</i></p>	<ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul>
<p><i>Categories of personal data processed</i></p>	<p>User Profile / Personal &amp; work contact information</p> <ul style="list-style-type: none"> <li>• User name</li> <li>• Name</li> <li>• Phone Number</li> <li>• Email</li> <li>• Birthday</li> </ul> <p>Adress and Location</p> <ul style="list-style-type: none"> <li>• Physical adress</li> <li>• IP-adress</li> <li>• Location</li> </ul> <p>History</p> <ul style="list-style-type: none"> <li>• Transaction logs</li> </ul>
<p><i>Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.</i></p>	<p>N/A</p>
<p><i>Nature of the processing</i></p>	<ul style="list-style-type: none"> <li>• Collection</li> <li>• Storage</li> </ul>
<p><i>Purpose(s) for which the personal data is processed on behalf of the controller</i></p>	<p><i>The data processed is key for the workflows in the application:</i></p> <p><i>Customer and personal information related data when it comes to damage and statistics reporting.</i></p> <p><i>Personal information when it comes to accountability, change history.</i></p>
<p><i>Duration of the processing</i></p>	<p>The duration of the processing is latest of (i) the duration of the Services under the Agreement or (ii) until deletion of the personal data in accordance with the Agreement.</p>

## **Port and Terminal**

### EXPLANATORY NOTE:

The technical and organisational measures need to be described concretely and not in a generic manner.

*Description of the technical and organisational security measures implemented by the processor(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, as well as the risks for the rights and freedoms of natural persons.*

*Examples of possible measures:*

- All communication is encrypted
- Access keys for communication between services are stored encrypted in a secure virtual vault
- Stored data is encrypted, incl. Databases
- Login to IT systems uses two-factor authentication
- Access to data is limited with firewalls where necessary
- Access control to IT systems and data, based on business needs
- Access control to physical premises where equipment with access to data is available

**ANNEX IV: LIST OF SUB-PROCESSORS**

**Port**

The controller has authorised the use of the following sub-processors:

#	Name, business address and company number	Contact person (name, position and contact details)	Categories of data subjects and personal data	Purpose, subject matter and nature	Retention	Transfers of personal data to countries outside the EU/EEA		
						Transfers as a data exporter?	Transfers to which entity and country?	Transfer tools
1	Microsoft		<p>Subjects:</p> <ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• User profile / Personal contact information</li> <li>• Professional work related information</li> <li>• Access related information</li> <li>• Address and location</li> <li>• Financial information</li> <li>• Transaction logs</li> </ul>	<p><i>The data processed is key for the workflows in the application:</i></p> <p><i>Customer related data when it comes to invoicing.</i></p> <p><i>Personal information when it comes to work order management and resource planning.</i></p> <p><i>Access related information to ensure security at the ports and invoicing.</i></p>	<p>Transaction logs, 30 days.</p> <p>Data in the other categories are stored until user request it to be deleted.</p>	N	N/A	N/A



2	Google		<p>Subjects:</p> <ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• User profile / Personal contact information</li> <li>• Access related information</li> <li>• Adress and location</li> <li>• Transaction logs</li> </ul>	<p><i>The data processed is key for the workflows in the application.</i></p> <p><i>Customer related data when it comes to invoicing.</i></p> <p><i>Access related information to ensure security at the ports and invoicing.</i></p>	<p>Default retention for passing data is 30 days, but each customer can choose their own retention time.</p> <p>Logs are deleted after 90 days</p> <p>Data in the other categories are stored until user request it to be deleted.</p>	N	N/A	N/A
3	Aiven		<p>Subjects:</p> <ul style="list-style-type: none"> <li>• Employees</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• User profile / Personal contact information</li> <li>• Transaction logs</li> </ul>	<p><i>The data processed is key for the workflows in the application.</i></p> <p><i>Customer related data when it comes to invoicing.</i></p>	<p>Data stored until user request it to be deleted.</p>	N	N/A	N/A
4	Flowmailer		<p>Subjects:</p> <ul style="list-style-type: none"> <li>• Suppliers</li> <li>• Customers</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• User profile / Personal contact information</li> <li>• Transaction logs</li> <li>•</li> </ul>	<p>Receive and send emails</p>	<p>3 years</p>	N	N/A	N/A

5	Auth0		<p>Subjects:</p> <ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• User profile / Personal contact information</li> <li>• Professional work related information</li> <li>• Transaction logs</li> </ul>	Authentication and authorization	Data stored until user request it to be deleted.	N	N/A	N/A
6	Sentry		<p>Subjects:</p> <ul style="list-style-type: none"> <li>• Employees</li> </ul>	Logging and monitoring	Logs are deleted after 90 days	Y	USA	EU-U.S. Data Privacy Framework
7	Stripe		<p>Subjects</p> <ul style="list-style-type: none"> <li>• Customers</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• Financial information</li> <li>• Access related information</li> </ul>	Card information	For the duration necessary for Stripe	N	N/A	N/A

Any engagement and/or replacement of new sub-processors shall follow the procedure described in clause 7.7. Upon such engagement or replacement the Processor shall update this Annex IV and send an updated copy to the Controller within reasonable time after the Controller has approved the new sub-processor.

# Terminal

#	Name, business address and company number	Contact person (name, position and contact details)	Categories of data subjects and personal data	Purpose, subject matter and nature	Retention	Transfers of personal data to countries outside the EU/EEA		
						Transfers as a data exporter?	Transfers to which entity and country?	Transfer tools
1	Microsoft		<p>Subjects</p> <ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• User profile / Personal &amp; work contact information</li> <li>• Address and location</li> <li>• Transaction logs</li> </ul>	<p><i>The data processed is key for the workflows in the application:</i></p> <p><i>Customer and personal information related data when it comes to damage and statistics reporting.</i></p> <p><i>Personal information when it comes to accountability, change history.</i></p>	<p>Transaction logs, 30 days.</p> <p>Data in the other categories are stored until user request it to be deleted.</p>	N	N/A	N/A

2	Google		<p>Subjects</p> <ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul> <p>Personal data</p> <ul style="list-style-type: none"> <li>• User profile / Personal &amp; work contact information</li> <li>• Adress and location</li> </ul> <p>Transaction logs</p>	<p><i>The data processed is key for the workflows in the application.</i></p> <p><i>Personal information when it comes to emailing and notifications.</i></p>		N	N/A	N/A
3	Flowmailer		<p>Subjects</p> <ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul> <p>Personal Data</p> <ul style="list-style-type: none"> <li>• User profile / Personal &amp; work contact information</li> <li>• History</li> </ul>	<p><i>Receive and send emails.</i></p>	3 years	N	N/A	N/A

4	Auth0		<p>Subjects:</p> <ul style="list-style-type: none"> <li>• Employees</li> <li>• Visitors</li> <li>• Suppliers</li> <li>• Customers</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• User profile / Personal &amp; work contact information</li> <li>• History</li> <li>• Adress and location</li> </ul>	<i>Authentication and authorization.</i>	Data stored until user requests it to be deleted.	N	N/A	N/A
5	Sentry		<p>Subjects:</p> <ul style="list-style-type: none"> <li>• Employees</li> </ul> <p>Personal data:</p> <ul style="list-style-type: none"> <li>• Adress and location</li> </ul>	<i>Logging and monitoring</i>	Logs are deleted after 90 days.	Y	USA	EU- U.S. Data Privacy Framework
6	Aiven		<p>Subjects</p> <ul style="list-style-type: none"> <li>• Employees</li> </ul> <p>Personal data</p> <ul style="list-style-type: none"> <li>• User profile / Personal &amp; work contact information</li> <li>• Adress and location</li> </ul>	<i>Authentication and authoricazion.</i>	Data stored until user requests it to be deleted.	N	N/A	N/A

Any engagement and/or replacement of new sub-processors shall follow the procedure described in clause 7.7. Upon such engagement or replacement the Processor shall update this Annex IV and send an updated copy to the Controller within reasonable time after the Controller has approved the new sub-processor.