

## Appendix 1: Software Service Terms

### 1. APPLICABILITY

The software service terms set out herein apply for all use of the software service (the “**Service**”) as granted to Customer as set out in a valid and binding Order Confirmation issued by Enea in accordance with the General Terms and Conditions to which these Software Service Terms is attached.

- 1.1 The General Terms and Conditions, these Software Service Terms and accompanying Service Level Agreement constitute the entire agreement between the Parties with respect to the use of the Service and is herein jointly referred to as the “**Service Terms**”.

### 2. GRANT OF RIGHTS

- 2.1 Conditional upon the compliance with the Service Terms, the Customer is granted a non-exclusive, non-transferrable access to the Service, which includes the following deliverables to be provided by Enea:

- 2.1.1 Access to the Service within the agreed scope of use as set out in the Order Confirmation for the term of the Agreement.

- 2.1.2 Assistance on issues and questions related to the use of the Service, as well as support in the event of defects, malfunctions, or other service impairments in accordance with the Service Level Agreement.

- 2.1.3 Updates and improvements of the Service for the benefit of the Customer made available by Enea during the term of the Agreement.

The Customer's use of the Services shall be limited to use for internal purposes and for its own use only, which for the sake of clarity shall not include access or use by any entity or person other than the Customer and, if applicable, those individuals authorized by Customer to use the Service on Customer's behalf on the terms and conditions of the agreement. The Customer shall be responsible for all use of the Services and adherence to the Agreement by such authorized individuals.

### 3. INSTALLATION AND SET-UP

- 3.1 Enea is responsible for establishing the required user access to the Service. It is the responsibility of the Customer to establish access to the Service based on the configuration tools provided through the Service.

- 3.2 The Customer is responsible to ensure that all passwords and log-in credentials are kept secret and that such information shall not be distributed to any unauthorized third parties.

### 4. RESTRICTIONS ON USE

- 4.1 The Customer shall not use the Service to, or attempt to, violate or circumvent the security of any computer network, passwords, software, encryption measures or other protection measures.

- 4.2 The Customer shall always use the Services in compliance with and as permitted by applicable laws, without infringing third party rights.

- 4.3 Enea reserves the rights to, in its sole discretion, suspend or otherwise disable the Service or access to the Service if Enea deems it necessary for security or technical reasons, e.g.

(but not limited to) events of unauthorized third-party access, security attacks and breaches, distributed denial-of-service attacks or other events that may possibly harm Enea, the Service or the Customer.

## **5. CUSTOMER SUPPORT**

- 5.1 Terms and conditions for access to support and maintenance services are governed by the Service Level Agreement entered into by and between the Parties, as attached to these Software Service Terms in Appendix 1A.

## **6. UPDATES AND UPGRADES**

- 6.1 Enea will work towards updating and improving the Service during the term of the Agreement for the benefit of the Customer. Updates will be provided to the Customer through service updates at the discretion of Enea if and when updates are available. Any and all service responsibilities of Enea hereunder, including the Service Level undertakings, is expressly conditional upon that the Customer implements all mandatory service and platform updates.
- 6.2 Enea will strive to plan and execute maintenance and updates/upgrades to ensure minimum interruption to the Service and Enea will, if possible, provide information in advance of any Service outages or other adverse consequences for Customers.

## **7. FEES AND PAYMENT**

The agreed fee for the Service is stated in the Order Confirmation, whereas payment for the initial term shall be made by the Customer prior to being granted access to the Service. Unless otherwise is agreed in the Order Confirmation, the fee is excluded value-added tax.

- 7.1 The fee includes all services outlined in the Order Confirmation unless otherwise agreed, which typically apply for any additional services requested by the Customer and identified in the Order Confirmation as payable services.
- 7.2 In the event of non-payment, Enea reserves the right to suspend the Service up until full payment has been made. If the Customer fails to make payment by the agreed time, Enea shall be entitled to claim interest on any overdue amount, pursuant to the Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (Late Payment Interest Act).
- 7.3 Applicable rates and fees may be adjusted as per the beginning of every calendar year, with an amount that shall not exceed the increase in the retail price index ("**Konsumprisindeksen**") of Statistics Norway. However, any increased in costs by third party services associated with the provisioning (telecommunication, payment services, storage and hosting etc) could, upon written notice from Enea, result in an increase of fees corresponding to the documented cost increase for such third-party services.

## **8. TERM AND TERMINATION**

The Service Terms enter into force on the date of signature and is valid for a 12-month term unless otherwise indicated in the Order Confirmation. If the Service Terms are not expressly terminated in writing by the Customer more than three (3) months prior to the expiry of a contract term, the Service Terms are automatically extended for an additional 12-month term.

The Customer is free to terminate the Service Terms at its convenience, with three (3) months' written notice, during a contract term, but fees paid are non-refundable.

- 8.1 Both Parties can terminate these Service Terms with immediate effect upon material breach by the other party if such breach is not remedied within fourteen (14) days after its occurrence and that the non-breaching Party has provided written notice of such breach to the other Party.

Upon termination of the Service Terms for whichever reason, the Customer will have access to download data in the format in which Enea has hosted it. Upon download of the data, the material shall be permanently deleted from the Service unless Enea is subject to regulatory requirements to store such data for an additional period after termination. The access rights for the Service will be terminated accordingly. Notwithstanding the foregoing, Enea will, upon request by the Customer, be available for providing migration/transition services on commercial terms to be agreed.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Enea retains all ownership and intellectual property rights in and to the Service, hereunder its trademarks, design and visual presentations as well as the software tools and components included in the Service and any improvements and modifications thereto.
- 9.2 The Customer's rights to the Service are granted for its own use and the Customer shall not sell, assign or otherwise redistribute or use the Service for the benefit of third parties unless expressly stated herein or otherwise agreed with Enea.

## **10. CUSTOMER DATA**

- 10.1 The Customer retains any and all rights and ownership to all data generated by the Customer unless the use of the Service for its intended purpose requires that data is provided to third parties. This includes user-generated data (e.g., datasets stored in databases linked to the Service). Enea may use Customer data to provide, secure and improve Enea's products and services, including the Service, and is hereby granted a limited, royalty-free, sublicensable right to use the customer data for such purposes.
- 10.2 Enea will maintain a backup of Customer data for recovery in the event of data loss. However, Enea assumes no liability for loss or damage associated with loss of data, hereunder incomplete or insufficient backup of data. Notwithstanding the foregoing, the Customer is advised to establish and maintain internal backup and recovery systems to ensure the integrity of the data uploaded through the Service if the data is considered business critical.

## **11. WARRANTIES AND LIABILITY**

- 11.1 Enea warrants and represents that the Service will be provided consistent with the technical and functional specifications provided at the time of commencement of the Service. The warranty is limited to software flaws or errors, i.e. where the Service fails to perform in accordance with the specifications provided by Enea and where such failure is not the result of incorrect use on part of the Customer. Improvement areas and requests for changes or amendments of functionality in the Service does not constitute a flaw or error for which Enea is responsible.
- 11.2 As the sole remedy in the event of a software flaw or error, Enea will – upon having received a notification of non-conformity from the Customer - use all reasonable efforts to remedy the

defect(s) to ensure the uninterrupted operations of the Services. Procedures for service inquiries, response times etc. is governed under the Service Level Agreement.

- 11.3 Notwithstanding the foregoing, Enea cannot guarantee that the Service will be performed error-free or uninterrupted or that Enea will be able to remedy errors or defects that occur in the Service. The Customer accepts and acknowledges that Enea does not control transfer of data over communication facilities and that the Service may be subject to limitations, delays and other problems inherent to the use of such communication facilities. Further, in the event of unforeseen storage and access volumes and other extraordinary circumstances, the Service could be temporarily inaccessible or interrupted. Information of such services outages will generally be made available to the customers. Enea is not in any event responsible for delays, delivery failures or any other loss or damage related to such problems.
- 11.4 Any and all liability for Enea under, or related to, the Service is expressly limited upward to an amount equal to the fee paid by the Customer for access to the Service over the last three (3) months prior to the occurrence of the liability event.
- 11.5 The Customer shall hold Enea harmless from any damages, third party claims or liability resulting from the Customer's use of the Service that constitutes a violation of the Customer's obligations set out in the Service Terms.