

# General Terms and Conditions Internet Service Portfolio

**1. PURPOSE OF THE DELIVERY**

The agreement is entered into in order to ensure the Customer receives a cost effective and stable delivery of the ordered Services. The Service(s) includes the Service Description, cf. first page of agreement.

The Supplier shall deliver simple and predictable service, and be at the cutting edge of development within the scope of the contracted Services, so that the Customer at any given time has a partner that supports the Customer's business operations in those areas encompassed by the Agreement.

The Parties will seek to develop an active partnership in which the Supplier will make proposals for improved usage methods, solutions, and services.

**2. SUPPLIER'S RESPONSIBILITIES AND OBLIGATIONS**

The Supplier is responsible for ensuring that the functionality and capacity specified in the tender is available to the Customer during the contract period.

The Supplier is responsible for the operation and administration of the Services, and undertakes to cooperate with the Customer to ensure that the agreed quality is maintained.

To the extent that the delivery includes installation of equipment, regardless of ownership, the Supplier shall approve the installation location prior to the installation taking place.

**3. CUSTOMER'S RESPONSIBILITIES AND OBLIGATIONS**

The Customer is responsible for disclosing its needs and requirements for services in a clear manner as the basis for the Supplier's solutions.

The Customer bears the risk and is responsible for ensuring that equipment owned by the Supplier and installed in connection with the Agreement does not suffer physical damage, and that unauthorised persons are not able to connect to the equipment, destroy, or lose information. The Supplier's equipment must not be transferred, lent, joined together, or mixed with other property, or in any other way placed so that the Supplier's ownership is lost. The Customer may be liable for the loss of or damage to the Supplier's equipment while it is in his or her possession.

Errors discovered in the services by the Customer shall be reported to the Supplier's operations centre without delay.

It is the Customer's responsibility to obtain access to premises on behalf of the Supplier's staff so that they may carry out installation work or error correction.

**4. RESPONSIBILITY FOR SUBCONTRACTORS**

Each of the Parties is responsible for any subcontractors that the Party may engage in connection with the execution of this Agreement, in the

same respect that the Party would be if it were performing the services.

**5. FUNCTION TEST**

**5.1 Customer's function test**

When the Service(s) are ready for use, the Customer may carry out a function test which may start immediately after the Service(s) are ready. The purpose of the test is to verify that the Service(s) work in accordance with the Agreement, and that agreed functionality requirements are adhered to.

**5.2 Objections - written notice**

If conditions arise that mean the Customer does not wish to approve that the Service(s) have been established in accordance with the Agreement, written notice must be sent to the Supplier. If such notice is not sent within three working days after the Supplier has notified the Customer that the Service(s) are ready for a function test, then the establishment of the Service(s) shall be considered to be approved. Notification under this provision must include an indication of the factors that meant the Customer does not wish to approve the delivery of the Service(s).

If the factors outlined are deemed unimportant for the Customer's use of the Service(s), the establishment of the Service(s) shall still be considered to have been approved. The Supplier shall ensure that factors preventing approval are remedied as quickly as possible. The remedying of errors that do not prevent approval shall take place within a reasonable period of time.

**6. PAYMENT**

**6.1 Remuneration**

The Customer shall pay such total remuneration as is set out in the accepted tender for the Service(s). The remuneration and prices are exclusive of taxes and government charges. If, following the conclusion of the Agreement, changes are made to public taxes and charges that affect the pricing of the Service(s), this shall be charged to or made good by the Customer.

**6.2 Billing, due date, and interest on late payments**

The remuneration shall be due for payment 30 days from the invoice date. In the event of late payment, interest shall be accrued in accordance with the law of 17 December 1976 no. 100 concerning interest on late payments.

**6.3 Disputed invoices**

The Customer may withhold all or part of payment of billed sums that appear to a reasonable extent be disputed, however they may not withhold no more than the disputed sum. Once the dispute has been resolved, the Customer shall without delay pay the relevant sum outstanding due to the dispute if the complaint was not justified, and in addition pay interest, cf. paragraph 6.2 concerning late payment.

**6.4 Price regulation**

Unless otherwise agreed, the price shall be regulated in accordance with market changes. The level of remuneration may rise for individual cost elements, e.g. if a significant part of the Service consists of staff costs, without the total level of remuneration increasing by more than the equivalent consumer price index rise. The Customer shall be notified one month in advance of any price increase.

## 7. CHANGES TO AGREEMENT

### 7.1 Significant volume changes

If, following the conclusion of the Agreement, the Customer requires changes to the capacity, connection points, functionality, or in other respects, the Parties shall negotiate the terms of such changes to the services. The Agreement is continuous and effective from the date indicated on the first page, with a mutual right to terminate the agreement with 3 months' written notice.

## 8. DUTY OF CONFIDENTIALITY - CORPORATE SECRETS

### 8.1 Scope

The Parties, and those acting on behalf of the Parties, shall treat as trade secrets and keep confidential all confidential information and materials. The same applies to all material that is marked confidential, as well as all information about the personal affairs of individuals, information that may cause harm to either Party, or that may be used by outsider Parties for commercial purposes.

### 8.2 Precautions

The Parties undertake to take whatever precautions are necessary in order to ensure that materials or information are not made known to others in violation of this paragraph, which shall also be applicable after the termination of the Agreement. Employees or other who resign their positions at either of the Parties shall be subject to confidentiality concerning matters above following their resignation.

## 9. FORCE MAJEURE

If the Agreement's execution is partly or wholly prevented, or materially impeded by circumstances outside of either Party's control, the Parties' obligations insofar as is relevant shall be suspended for as long as this circumstance exists. Such circumstances include, but are not limited to, strikes, lockouts, and any matter which may be judged as force majeure under Norwegian law. Each of the Parties may, however, terminate the Agreement with three months' notice if the instance of force majeure makes it particularly onerous for them to uphold the Agreement.

## 10. COMPLAINTS, BREACHES, COMPENSATION

### 10.1 Complaints

Any Party who wishes to claim that the Agreement has been breached must complain in writing without undue delay after becoming aware of any such breach.

### 10.2 Supplier breach

#### 10.2.1 Delay

- a. A delay shall exist if the establishment of the Service(s) is not approved in accordance with the agreed time as set out in the Service Description, and this is due to factors that are attributable to the Supplier or factors that the Supplier is deemed to bear the risk of.
- b. If it must be assumed that the establishment, and/or other services cannot take place in accordance with the agreed progress schedule, the Supplier shall without undue delay provide the Customer with written notice of this. The notice shall specify a reason for the situation, and insofar as is possible specify when the service will be implemented.
- c. If the delay extends beyond the new deadline agreed by the Parties (add-on deadline) for approved establishment of the Service(s), the Customer may terminate the Agreement.

#### 10.2.2 Defects

- a. A Supplier defect shall exist if the Service(s) do not fulfil the objectives, requirements, and specifications that are set out in Appendix 1.
- b. The Supplier shall immediately remedy or rectify the defect so that the Service(s) function as intended. Remedy may be through repair, replacement, or supplementary delivery.
- c. If, despite repeated attempts, the Supplier has failed to remedy a defect, the Customer shall be entitled to a proportionate discount in price, or to terminate the Agreement.
- d. If the defect is of such a nature that it is of significance to the Customer's use of the Service(s) and a remedy cannot occur immediately, the Customer may terminate the Agreement.

### 10.3 Customer breach

A breach by the customer shall exist if:

- a. Payment does not occur within the agreed time in accordance with paragraph 6.2.
- b. If the Customer commits a material breach of their obligations the Supplier may terminate the Agreement. Unpaid correct invoices outstanding for more than 60 days following the due date are considered a material breach.

### 10.4 Compensation

In the event of a breach of this Agreement, the Parties affected may demand compensation for documented financial losses within the following limits, and as long as the nature and scope of the loss are adequate and

predictable following common principles for compensation in Agreements:

- a. Loss of earnings, indirect losses, consequential losses, and other consequential damages are not covered.
- b. The total compensation claim per year may not exceed the annual level of remuneration for the Service(s).
- c. The limitation of liability shall not apply if the Party in question has committed gross negligence or wilful misconduct.
- d. Daily fines and compensation sums shall be deducted from the damages.

**11. OWNERSHIP RIGHTS AND RIGHT OF DISPOSAL**

The Customer shall be granted a limited right of disposal for any software that is included in the delivery. The right of disposal includes the necessary rights for the Customer to utilise the delivery as agreed, including the right to make the number of copies of the software required by standard operating and security procedures.

**12. DEFECTIVE TITLE**

**12.1 Supplier's responsibility in the event of defective title**

If anyone brings a case that parts of the delivery violate the copyright or ownership rights of others, or industrial property rights in Norway, the Supplier shall at their own expense defend the interests of the Customer. This assumes that the Customer promptly notifies the Supplier of such requirements, that the Supplier is granted full control of case, and that the Customer cooperates with the Supplier in negotiations and litigation, if applicable. In such cases, the Supplier shall cover any imposed costs and damages .

**12.2 Measures in the event of defective title**

If the requirements of paragraph 12.1 arise, or may arise, the Supplier may choose between enabling the Customer's continued use, or undertaking replacements or amendments so that said title is not violated.

**12.3 Limitation of liability**

Except as specified in paragraphs 12.1 and 12.2, the Customer cannot hold the Supplier liable for anything as a result of defective title.

**13. DURATION AND TERMINATION**

The Agreement is valid from the date specified in the accepted tender and its duration is also specified in the accepted tender. It shall be automatically extended to cover new contract periods of one year at a time, unless either Party has terminated the Agreement by providing three months' notice prior to the expiry of the contract period.

Services and individual subscriptions set out in the Agreement's appendices may have differing contract

periods/termination conditions than those stated in these general terms and conditions.

**14. TERMINATION DURING CONTRACT PERIOD**

If the Customer chooses to terminate the Agreement wholly or partly prior to the expiry of the contract period, and not as a result of factors mentioned in paragraphs 8.2, 10.2.1, 10.2.2, and 12, the Customer undertakes to cover all correct, outstanding invoices and any undertakings by the Customer set out in Appendix 3.

**15. ADVERTISING**

Neither Party shall use information set out in the Agreement for advertising purposes or in any other way publicise information about the contact beyond citing the delivery as a general reference without the express consent of the other Party.

**16. TRANSFER TO A NEW SUPPLIER**

If the Service(s) covered by this Agreement are transferred to a new supplier at the expiry of the contract period, the Parties shall agree upon a plan for such a transfer. The plan shall include details of, among other things, the transfer of mobile numbers affected by the termination of the Agreement. The Supplier undertakes to specify what additional costs may be incurred during such a transfer.

**17. HANDLING OF PERSONAL DATA**

During the execution of Services and other tasks on behalf of the Customer that result in the handling of personal data, the Supplier shall act as a data controller under the Personal Data Act of 14/04/2000 no. 30 (hereinafter referred to PDA), and guarantees that the conditions of the law shall be met. The Customer is a controller under the law and has full disposal over personal data at any given time.

**17.1 Permitted handling of personal data**

The Supplier may not handle personal data or other types of data they gain access to through performing tasks on behalf of the Customer in any way except those that are necessary for the execution of operational service(s).

**17.2 Data controller security measures**

The Supplier undertakes to implement the security measures imposed by PDA, the associated personal data regulation of 15/12/00 no. 1265, the regulation concerning the use of information and communication technology (ICT) of 21/05/03, and any other requirements prescribed by law or the public authorities. This applies both to data that in accordance with PDA is defined as personal data, and other types of data handled on behalf of the Customer.

**17.3 Right of instruction and inspection**

The Supplier undertakes to ensure that all persons in the business who have access to data handled on behalf of the Customer are familiar with this Agreement and subject to the Agreement's provisions.

The Supplier is aware that the Customer, pursuant to the PDA, undertakes to ensure that its data controllers fulfil the requirements of the PDA.

result thereof shall be kept confidential between the Parties.

## 18. SUPPLIER'S SOCIAL RESPONSIBILITY

As a supplier of Services, the Supplier commits to conducting its business activities in such a manner that it does not violate internationally recognised principles and guidelines connected to human and labour rights, the environment, and corruption. The Supplier undertakes to ensure that producers and subcontractors for the Supplier do not violate the aforementioned principles. The Supplier undertakes to deliver services of a high environmental quality.

## 19. ASSIGNMENT

Right or obligations under the Agreement cannot be assigned or in any other way transferred to others without the advance written consent of the other Party. Such consent cannot be withheld without reasonable grounds.

The Supplier and the Customer (if private sector) may still freely assign the Agreement to another wholly owned Norwegian company within the same group.

## 20. RETURN OF EQUIPMENT

Following the expiry of the contract period, or the transfer to a new supplier, or the installation of new equipment, the Customer undertakes to return equipment on its premises to the address provided by the Supplier. Non-return of equipment will incur a fee. If the Customer is in possession of old or obsolete equipment to which there are no terms regarding their return attached, the Parties shall jointly ensure that such equipment is delivered to the address provided by the Supplier. The Supplier is responsible for ensuring that equipment delivered to it is disposed of in accordance with the regulations for environmentally hazardous waste.

## 21. CONFLICTS OF INTEREST

The Parties shall, to the extent it is reasonably possible, prevent an occurrence or situation that may harm the other Party's interests. This obligation also applies to relations between the Supplier's and Customer's employees, subcontractors, and third parties directly related to either party.

## 22. DISPUTES

If a dispute arises between the Parties concerning the interpretation or legal impact of the Agreement, the dispute shall first be resolved through negotiation. If such negotiations fail, each of the Parties may request that the dispute is resolved with final effect before the ordinary courts of law in Norway, with Asker and Bærum District Court acting as the court of domicile.

The Parties may alternatively agree that the dispute is settled with final effect through arbitration in accordance with law concerning arbitration of 14/05/2004 no. 25. The arbitration process and the