



Appendix 8 – Terms of Service

Terms of Service – Services, Products and Consulting Services

GENERALLY

The terms and conditions herein (the "**Terms of Service**") apply to Netsecurity AS's ("**Netsecurity**") provision of software as a service (SaaS), security services, products, licenses, support services and consulting services in the field of cybersecurity (hereinafter referred to as "**Services**", and individually as the "**Service**").

The Customer has entered into an agreement relating to access to Netsecurity's Services via a reseller (the "**Distributor**"). The Distributor is obliged to reflect these Terms of Service directly and precisely in the contract between the Customer and the Distributor.

The Customer shall pay Distributor for the Services in accordance with the agreement Customer has entered into with the Distributor.

The Customer shall accept the Terms of Service, as well as any terms and conditions applicable from time to time for services from third-party providers ("**Third-Party Provider Terms**"). Netsecurity and/or the Third Party Provider may enforce these Terms of Service directly against the Customer.

LICENSE AND USE OF SERVICES

Netsecurity grants, subject to the terms set out in these Terms of Service and in line with any guidelines for the use of the Services, the Customer a non-exclusive, non-transferable, revocable, time-limited license to use the Services specified in the order for internal use, with the functionality and content that the Service has at any given time.

All rights in and to the Services, including intellectual property rights and information and data disseminated through the Services, as well as all suggestions, ideas, improvements, requests, feedback and other information from the Customer or any other party related to the Services, shall belong to Netsecurity.

The Customer's rights are conditional on the Customer's compliance with the Terms of Service. The Customer may not assign its rights and obligations under the Terms of Service, to the

Services or otherwise grant access to or the right to use the license and the Services to third parties, without Netsecurity's prior written consent.

When the Customer has access to login at portal.netsecurity.no, the Customer confirms by using the portal that the information provided for the registration of the user account is correct. The Customer shall ensure that its user account and user information are kept up to date, secure and inaccessible to unauthorised persons. If the Customer has reason to believe that the user account is no longer secure, the Customer must notify Netsecurity at support@netsecurity.no without delay.

The Customer is responsible for all use and actions made in the Services when the Customer's usernames and passwords are used.

CHANGES, MAINTENANCE, ETC.

Netsecurity reserves the right to change the applicable Terms of Service at any time. The current Terms of Service will be published on our website. Netsecurity has the right to make technical, functional, content changes and other changes to the Services as deemed appropriate. Netsecurity will notify the Distributor of changes of importance in relation to the delivery and to the Customer's obligations and rights.

Netsecurity will seek to plan maintenance of the Services so that ordinary maintenance can be carried out without any particular inconvenience to the Customer.

DURATION

These Terms of Service apply for the duration specified in the order including any extensions.

SUSPENSION

Netsecurity may immediately suspend access to the Services if the Customer or any of its users misuse the Services, or if the Customer is otherwise in material breach of its obligations under the Terms of Service. Netsecurity may also suspend the Services if the Customer's use affects other users to a significant extent, entails a security risk or similar.

If the Distributor defaults on its payment obligations, Netsecurity has the right to suspend the Customer's Services for the duration of the default.

THIRD-PARTY PROVIDERS

As part of the provision of the Services, Netsecurity may make use of various subcontractors. In certain cases, the subcontractors will require the Customer to sign special Third Party Provider Terms. The Third-Party Provider Terms will prevail in the event of any conflict. By ordering the Services from Netsecurity, the Customer accepts these special Third Party Provider Terms.

If Netsecurity's suppliers make changes, improvements or adaptations to their services or terms and conditions provided to Netsecurity, Netsecurity is entitled at any time, after reasonable prior notice, to make corresponding changes, enhancements or adaptations to the Services and associated Terms of Service.

Netsecurity is not liable to the Customer for matters relating to the Services that are due to Netsecurity's suppliers.

If, for various reasons, Netsecurity's suppliers are no longer able to deliver its input to the Services, Netsecurity shall have the right to replace the suppliers' input with input of equivalent quality and content provided by another supplier. Failure to deliver such input from third-party suppliers shall not be considered a breach of these Terms of Service.

THE SERVICES

The Services provided shall comply with the requirements for quantity, quality, characteristics and other as set out in the Service Description. In case products are delivered as an ongoing service, specifications shall be provided as agreed upon. The service level for each of the Services is set out in the individual Service Description.

Netsecurity consultancy services are delivered on a reasonable commercially effort basis. Netsecurity has no obligation of achieving any results to the Customer. Where consultancy services are provided as an ongoing service, the services will be delivered through ongoing cooperation and under the Customer's management. If the consultancy services provided do not correspond to what can be expected from a normally good consultancy services, Netsecurity shall rectify the matter at its own expense. This applies as long as the Customer provides notice of such deviation within no later than 30 days after delivery. Changes or corrections will otherwise be carried out in and charged

according to the applicable rates for consultancy services.

The Customer shall, without undue delay, notify Netsecurity of circumstances that the Customer understands or should understand may have an impact on the implementation of the Services, including any expected delays. If the Customer causes a delay deviating from the schedule provided, whether it concerns consulting services, product deliveries or other Services, Netsecurity shall be entitled the agreed remuneration, as well as documented additional work or costs as a result of the delay, to be covered by the Customer.

PRIVACY

The data processing carried out in connection with the Services takes place in accordance with the data processing agreement entered between Netsecurity and the Distributor. The Customer is designated as the data controller. The Customer and the Distributor must enter into a separate data processing agreement.

Netsecurity may also process personal data related to delivering and following up commercial agreements with customers and suppliers, see the privacy policy available on <https://www.netsecurity.no/personvernerklaring>.

CONFIDENTIALITY

In connection with access to the Services, the parties may have access to the other party's confidential information. The parties are therefore obliged to maintain confidentiality regarding said information.

LIABILITY

If a party breaches these Terms of Service, the other party shall promptly notify the defaulting party and indicate the nature of the breach. The defaulting party shall then remedy the breach without undue delay and no later than within 30 days. If rectification is not successful, the other party may claim compensation for documented direct losses as a result of the breach.

Total compensation per calendar year is limited to three (3) months' remuneration paid to Netsecurity for the Services. When calculating compensation for Netsecurity's costs for additional work, Netsecurity's standard hourly rates for consultancy services shall apply.

Compensation for indirect loss cannot be claimed. Indirect losses include, but are not limited to, lost profits of any kind, lost savings, loss of data, losses

resulting from delayed start-up and interruption of operations, claims from third parties, fines or other sanctions, and other consequential losses. Netsecurity disclaims all warranties, including, but not limited to, warranties of functionality, fitness for a particular purpose, security, integration, performance and accuracy, implied warranties arising by law and course of business, as well as warranties of non-infringement of third party intellectual property rights.

If the Customer is in material breach of its obligations and the breach is not rectified without undue delay and no later than 30 days after the Customer received a notification of same, Netsecurity may terminate access to the Services and claim compensation. Termination takes effect from the time of termination and onwards (ex-nunc).

Netsecurity is not liable for breaches that are due to circumstances beyond Netsecurity's control and the consequences of which Netsecurity could not reasonably foresee or overcome.

PUBLICITY

Any publication of information related to the contractual relationship between the parties is subject to the prior written consent of the other party. Such consent may not be withheld without reasonable cause.

LAW AND VENUE

These terms and conditions are governed in its entirety by Norwegian law. Any disagreement or dispute between the Parties shall be sought to be resolved through negotiations. If such negotiations fail or other amicable solutions are not reached, the dispute shall be resolved by ordinary courts. The Parties agree Oslo District Court shall be the legal venue.

COMMUNICATION AND CONTACT INFORMATION

Communications, marketing, notifications or other inquiries to the other party should be directed to the following contact points.

To the Customer: The information registered in the Customer's user account.

For Netsecurity:

Netsecurity AS

Drammensveien 288, 0283 Oslo

post@netsecurity.no

faktura@netsecurity.no

Phone: 95 55 15 15