

# Terms of Service

This Technet More Service (TMS) Terms of Service contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between Technet AS (Vendor) and you or the entity you represent (Customer).

This Terms of Service takes effect when you click an “I Accept” button or check box presented with these terms (e.k., you are not a minor). You represent to us that you are lawfully able to enter into contracts, and that you have legal authority to bind the organizational entity you represent.

## 1. About Technet More Service (TMS).

1.1 Generally. Technet More Service (TMS) is delivered as a SaaS (Software as a Service) offering from Technet datacenter.

1.2 Standard Service Offerings. The Standard Service Offerings covered in this Terms of Service, include operation, maintenance, upgrades, new versions, infrastructure, licenses, as well as the access and usage of the Standard Service Offerings.

## 2. Use of the Service Offerings.

2.1 Generally. You may access and use the Service Offerings in accordance with the Service Level Agreements in this Terms of Service.

2.2 Agent Account. The Account required working with incoming queries as an Agent. To access the Services as an Agent, you must have a TMS Agent Account associated with a valid email address and a valid form of payment for your entity. You can only create one account per email address.

2.3 End user (user) account. To report queries to Service Desk, end users (users) are recommended to have a User Account registered. This is normally done automatically, and no cost is connected to the User Account.

2.4 Add on Services. In addition to the Standard Service Offerings, billable Add On Services are available for the Customer. By activating these Add On Services, they are made available for all registered Agents in the organization. Each Add On Service has a fixed price, and is will be billed on monthly basis together with the Standard Services, with the same terms and payment method.

2.5 Service Level Agreement. Agreed availability for the Service Offerings is 99.5 % measured over a period of one year. Unavailability as a result of planned and notified maintenance by Vendor or subcontractors, will be excluded from the calculation of actual delivered availability.

Customer can, if any Service Level Agreement breach demand refund based on these current rates:

| Agreed availability | Refund |
|---------------------|--------|
| Under 80.00 %       | 100 %  |

|                  |     |
|------------------|-----|
| 80.00% - 90.00 % | 15% |
| 90.01% - 95.00%  | 10% |
| 95.01% - 99.00%  | 7%  |
| 99.01% - 99.49%  | 5%  |
| Over 99.50%      | 0%  |

### 3. Changes.

3.1 To the Service Offerings. We may change or discontinue any of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

3.2 To the APIs. We may change or discontinue any APIs for the Services from time to time. For any discontinuation of or material change to an API for a Service, we will use commercially reasonable efforts to continue supporting the previous version of such API for 12 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities).

### 4. Security and Data Privacy.

4.1 Technet More Service (TMS) Security. Technet AS and the Service Offering Technet More Service (TMS) is ISO27001 certified, ensuring the Customer a high security Service Offering delivery.

4.2 Technet More Service (TMS) Data Privacy. Technet AS only store personal information registered by Customer agents and end users (users). The reason for storing these data in TMS is for Customer to easily be able to identify the end user (user), and to inform and have dialogue with the end user (user) while handling a reported query. Personal information is also stored in TMS for report and analysis purposes.

Customer Agents and end users (users) can at any time, and free of charge, access their stored personal information, and they can correct their personal information.

Customer Agents with role as Administrator can delete user and all their personal information.

The data is stored only in the period Customer is under contract with Technet. Customer can have all owned data transferred to the chosen storage. The Transfer of Data Service is billable.

### 5. Your Responsibilities.

5.1 Your Agents. Customer is responsible for Technet More Service (TMS) to be used only by authorized Agents. Customer is responsible for the handling of Agent access, and to ensure that username and password is not given to unauthorized persons.

5.2 Resell. Customer is not allowed to resell any Service Offerings covered by this agreement

5.3 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

## 6. Fees and Payment.

6.1 Licenses. TMS are licensed as one license pr. named agent user pr.month, the customers need one license for each named user.

In addition to the Standard Service Offerings, billable Add On Services are available for the Customer. By activating these Add On Services, they are made available for all registered Agents in the organization. Each Add On Service has a fixed price, and is will be billed on monthly basis together with the Standard Services, with the same terms and payment method.

6.2 Service Fees. Technet AS bill fees monthly for the applicable Service Offerings ordered and described in the contract sent to your specified email address on the date of order. The fees will be withdrawn from the specified credit card, chosen as Customer preferred payment method. A monthly invoice will be sent to your specified email address.

6.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

6.3 Price regulations. We may increase or add new fees and charges for any existing Services you are using by giving you at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. The prices can be regulated by the Vendor according to the Norwegian consumer price index once a year, without any forewarning.

## 7. Terms; Termination.

7.1 Terms. The terms included in this Terms of Service will commence on the Effective Date and will remain in effect until terminated by either parties.

7.2 Termination. Any notice of termination of this Terms of Service by Customer should be done before the 15<sup>th</sup> of the month. For termination any time after the 15<sup>th</sup>, Customer will be billed for the current month and the full next month.

7.3 Effect of Termination.

(a) By Customer. Any notice of termination of this Terms of Service by customer done before the 15<sup>th</sup> of the month, will terminate the billing and access to the Service Offering by the end of the same month. For termination any time after the 15<sup>th</sup>, Customer will be billed and have access to the Service Offering for the current month and the full next month.

(b) By Vendor. Any notice of termination of this Terms of Service by Vendor, will ensure Customer access to the Service Offerings the current month and the full next month. Customer will be billed for the same period.

7.4 Temporary Suspension

7.4.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

(a) your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other TMS customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;

(b) you are, or any End User is, in breach of this Agreement;

(c) you are in breach of your payment obligations in this agreement or

(d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

(a) you remain responsible for all fees and charges you incur during the period of suspension; and

(b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

## 8. Proprietary Rights.

8.1 Your Content. We obtain no rights under this Terms of Service to Your Content. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.

8.2 Service Offerings License. We own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Terms of Service, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely in accordance with this Agreement.

8.3 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Terms of Service. Neither you nor any End User will, or will attempt to modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings, (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees, or (d) resell or sublicense the Service Offerings.

8.4 Suggestions. If you provide any Suggestions to Technet AS, we will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

## 9. Indemnification.

9.1 General. You will defend, indemnify, and hold harmless us from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your Technet More Service (TMS) account and use by your employees and personnel); (b) breach of this Terms of service or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims at our then-current hourly rates.

9.2 Intellectual Property.

(a) We will defend you and your employees against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) You will defend Technet AS against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

## 10. Disclaimers.

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

## 11. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA).

## 12. Modifications to the Terms of Service.

We may modify this Terms of service (including any Policies) at any time by sending a revised version to the specified email address for this Terms of Service. However, we will provide at least 90 days' advance notice in accordance for any adverse changes to Service Level Agreement.

## 13. Miscellaneous.

13.3 Force Majeure. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.5 Disputes. Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by Technet will be resolved by binding arbitration, rather than in court.

If arbitration does not lead to an agreement between the parties, both of the parties can take the dispute to court.

The trial will be led in the county and city where the Vendor has their business address.

13.8 Language. All communications and notices made or given pursuant to this Terms of Service must be in the English language. If we provide a translation of the English language version of this Terms of Service, the English language version of the Terms of Service will control if there is any conflict.

