



Sikkerhetstjenester fra Data Equipment

GENERAL TERMS AND CONDITIONS **MANAGED SERVICES**

1 General Provisions

1.1 These terms and conditions ("**General terms and Conditions**") apply to the customer (the "**Customer**") named in the offer (the "**Offer**") and/or agreement (the "**Service Agreement**") and Data Equipment AS ("**Data Equipment**"). The General Terms and Conditions shall form an integral part of the Service Agreement and apply to Data Equipment's delivery of Intellisec Managed Security Services (the "**Service**"). The Service is delivered as a software as a service (SaaS) application hosted on Data Equipment's server environment.

1.2 By entering into a customer relationship with Data Equipment, the Customer accepts these General Terms and Conditions, as well as the at all times applicable Third-party terms and conditions, available at Data Equipment's **general terms and service descriptions**. Customer also confirms that he has the legal capacity to enter into a customer relationship on behalf of himself, a company or others.

- 1.3** Data Equipment reserves the right to amend the General Terms and Conditions at any given time. Amended terms and conditions will at all times be available online. Amendments with significant influence on the service, or any party's rights or obligations will be notified. Any continued use of the Service will constitute a binding consent to the amended General Terms and Conditions.
- 1.4** These legal terms will be effective from the start date specified in the Offer or the Service Agreement and shall remain in force until termination of the Service Agreement as according to Section 7.

2 License and use of the service


- 2.1** Subject to the terms of these General Terms and Conditions, Data Equipment hereby grants the Customer a non-exclusive, non-transferrable, revocable, time-limited license to use the Service. The license includes all rights necessary for the Customer to use the Service as agreed.

- 2.2** Rights given under these General Terms and Conditions are conditional upon the Customer fulfilling all its obligations under these General Terms and Conditions as well as the Offer or the Service Agreement. The Customer may not in any case transfer rights to the license or in any other way give any third parties access or the right to use the license, without prior written consent from Data Equipment.
- 2.3** In order to gain access to the Service, the Customer must establish an Intellisec user account on Data Equipment's website portal.intellisec.io. The Customer confirms that the information provided to Data Equipment in connection with the registration of such user account is correct and updated at all times. The Customer shall personally ensure the security of its user account and user information. If the Customer has reason to believe that the user account is no longer secure, the Customer must notify Data Equipment as soon as possible by e-mail to support@intellisec.io.
- 2.4** Data Equipment has a right to carry out technical, functional or other changes to the Service in order to ensure the best possible level of security for the Customer. The Customer acknowledges that such changes are not subject to any specific warranties.


3 Third-party suppliers

3.1 Data Equipment will engage several sub-suppliers as part of delivering the security modules. In certain cases, the sub-supplier will require the customer to sign separate Third-party terms and conditions. If such Third-party terms and conditions apply to any of the security modules included in the Service, these can be found at Data Equipment's **general terms and service descriptions** and shall have precedence over the General Terms and Conditions. By entering into a customer relationship with Data Equipment, the Customer acknowledges and accepts these Third-party terms and conditions.

3.2 If Data Equipment's sub-suppliers should make any changes, improvements or adjustments to their services or service terms and conditions delivered to Data Equipment, Data Equipment may at any time, upon reasonable notice, carry out corresponding changes, improvements or adjustments to the Service and General Terms and Conditions toward its Customers.



If Data Equipment's sub-suppliers for any reason are unable to continue delivering a specific security module that forms a part of the Service, Data Equipment shall have the right to replace the suppliers' security modules with a corresponding security module of the same quality, delivered by a different supplier. Failure to deliver any security module due to issues on the part of a sub-supplier shall not constitute a breach of these General Terms and Conditions.



The sub-suppliers will in certain cases have a right to adhere to the Service Agreement to enforce their rights towards the Customer in connection with the delivery of the security module in question. By accepting Data Equipment's General Terms and Conditions, the Customer grants the relevant sub-supplier in question such right.

4 Service Levels (SLA) and support

4.1 Service levels.

Data Equipment will endeavor to ensure the Service is available at least 99.8% of the time permonth, except for (i) planned downtime and (ii) downtime caused by circumstances beyond Data Equipment's reasonable control.

4.2 Support.

If the parties have agreed on support and maintenance services Data Equipment shall deliver its Services in accordance with the terms and conditions for Support and Maintenance which can be found at Data Equipment's **general terms and service descriptions**. Data Equipment reserves the right to change these terms at any given time.

5 Payment

- 5.1 The Customer shall pay for the Service according to Data Equipment's current license fees.
- 5.2 All fees and charges that the Customer undertakes to pay for the Service shall be paid within thirty (30) days after Data Equipment has issued an invoice.
- 5.3 Data Equipment reserves the right to annually adjust the fees payable under the Service Agreement corresponding with the increase of Norwegian consumer price index (Nw. Konsumprisindeksen). Data Equipment is entitled to carry out price adjustments for the Service following expiration of the current agreement term or at renewal of the Service Agreement according to Section 7.1

5.4 Subject to reasonable notice to the Customer, Data Equipment also reserves the right to adjust the fees if new regulations, taxes or decisions on public dues causes an impact on Data Equipment's charges or costs. The adjusted fees must be documented and shall apply as of the time the Customer receives notification of the changes.

5.5 If Data Equipment's sub-suppliers should adjust the price of their services provided to Data Equipment, Data Equipment reserves the right to adjust the Customer's fee accordingly. The same shall apply if substantial changes in currency rates should entail increased prices from sub-suppliers.

5.6 If the Customer does not pay in accordance with Section 5.2, a notice of debt collection will be issued with a new due date. Overdue amounts shall accrue interest in accordance with the the Act relating to Interest on Overdue Payments and other applicable legislation.

5.7

Non-payment shall always be considered a material breach of the agreement by the Customer in accordance with Section 7.3. Data Equipment has the right to suspend delivery of the Service in case of non-payment, and reserves the right to do so without prior warning if the Customer fails to pay following failure to respond to the notice of debt collection.

6 Data Protection

6.1 Data Equipment may process personal data made available through use of the Service. Such data may include contact info, usernames, login details, personalia, employer and position in the company. Data Equipment has the role as data processor when processing such data on behalf of the Customer, and the Customer have therefore entered into a Data Processing Agreement, corresponding to the one available at Data Equipment's general terms and service descriptions [LINK].

6.2 Data Equipment may also process personal data which is collected directly from Data Equipment's customers and suppliers (i.e. information on contact persons in commercial agreements). In such cases, Data Equipment will hold the role as data controller. Data Equipment will at all times process the Customer's personal data in accordance with the **general privacy statement** on and applicable legislation. Data Equipment's privacy statement forms an integrated part of the General Terms and Conditions.

7 Term and termination of the service agreement

7.1 The Service Agreement shall have an initial term as set out in the Offer or the Service Agreement. Unless otherwise agreed in the Offer or Service Agreement initial term will be 36 months- Data Equipment will renew the Service Agreement automatically and issue an invoice thirty (30) days prior to the due date, in case the Service Agreement is not terminated according to this Section 7.1. The Service Agreement with Data Equipment can be terminated at any time at the Customer's discretion but will as a minimum remain in force throughout the current 36 month-period. The Service Agreement may be terminated with a 12-month notice prior to the time of renewal.

7.2

If the Customer wishes to terminate the Service Agreement before the expiry of the current 36 month-period, the Customer is obliged to pay a penalty corresponding to the remaining monthly fees payable by the Customer. This means that if the Customer for example terminates the Service Agreement with 3 months remaining of the current 12 month-period, the Customer will have to pay a penalty corresponding to 3 months' license fee.

7.3

Data Equipment is entitled to suspend the Customer's access to the Service and choose to terminate the Service Agreement with immediate effect if the Customer should commit a material breach of agreement. Any obligations carried by Data Equipment under the Service Agreement, to the extent possible according to current legislation, will lapse in their entirety.

8 Intellectual property rights

8.1 Data Equipment alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Service and to use any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service.

8.2 All intellectual property rights in and to the delivered Service which belong to Data Equipment's suppliers, shall be owned exclusively by the specific supplier in question.

8.3

Intellectual property rights include e.g: all copyrights, adaptation rights, rights to printing, renditions, public statements, public performances, synchronizing rights, right to be listed as author of the work/works, artist name, patents, patterns, trademarks, service marks, slogans, commercial symbols, logos, other proprietary marks, inventions, trade secrets, know-how, source codes, object codes, and/or other intellectual property rights.

8.4

The Customer may not use, reproduce or allow any other party to use or reproduce trademarks or other trade names shown in connection with the Service without prior written consent from Data Equipment.

9 Liability

9.1

Data Equipment offers the Service "as-is" and makes no other warranty of any kind, whether express, implied, or statutory, including any warranties of title, non-infringement, merchantability, fitness for a particular purpose, security, integration, performance and accuracy, and any implied warranties arising from statute, course of dealing, course of performance or usage of trade.

9.2

Data Equipment is not liable to the Customer for any failure in the Service which are the fault of Data Equipment's sub-suppliers, meaning that the Customer may not invoke breach of fulfilment of the agreed quality standard or service level after the date of delivery if the failure is the fault of Data Equipment's sub-suppliers. However, Data Equipment undertakes to report the failure in question to its suppliers and keep the Customer informed of status of rectification.

9.3

In the event that the Service entails, or the Customer actually uses the Service for, uploads and storage of electronic data or information, including personal data ("Customer Data"), the Customer is liable for all Customer Data uploaded by the Customer itself, or its customers. Data Equipment does not own any Customer Data. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Data Equipment is not responsible or liable for the above, nor for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

9.4

Data Equipment shall not be liable to the Customer for any indirect, incidental, special, punitive, consequential or exemplary damages regardless of the nature of the claim. This prohibition on indirect damages shall include, but not be limited to, claims based on lost profits, cost of delay, any failure of delivery, cost of lost or damaged data, or liabilities to any third parties even if such party is advised of the possibility thereof. However, these limitations do not apply if the loss is incurred due to deliberate actions or gross negligence.

9.5

Data Equipment's total and maximum liability under the Service Agreement shall under no circumstance exceed 12 months of paid license fee excl. VAT. The limitation of liability does not apply if the loss is incurred due to deliberate actions or gross negligence on the part of Data Equipment.

9.6

Data Equipment's total and maximum liability under the Service Agreement shall under no circumstance exceed 12 months of paid license fee excl. VAT. The limitation of liability does not apply if the loss is incurred due to deliberate actions or gross negligence on the part of Data Equipment.

9.7

The Customer undertakes to fulfil its obligations under the General Terms and Conditions and the Service Agreement in accordance with all applicable laws and regulations.

10 Indemnity

- 10.1** The Customer hereby pledges to defend and indemnify Data Equipment, its directors, parent company, subsidiaries, affiliated companies, licensees and suppliers of any claim, liability, damages, compensation, loss or expenses (including reasonable legal fees) which may occur as a result of the Customer's use of the Service.

11 Force majeure

- 11.1** A party may not invoke breach of contract if the issue is a result of circumstances beyond the party's reasonable control and the party could not have foreseen and cannot be reasonably expected to overcome. If such circumstances should occur, the party shall inform the other party of any consequences as soon as the problem becomes apparent, and if possible, how long the party will be unable to fulfil its obligations. As soon as the issue is resolved, the party shall take all reasonable measures to limit the inconvenience for the other party.

12 Governing law and legal venue

- 12.1** The Service Agreement is subject to Norwegian law.

- 12.2** Any disputes that may arise between the Customer and Data Equipment shall be attempted resolved amicably. If they are unable to settle the dispute, each party may bring the dispute before the ordinary courts with Oslo district court as legal venue.

13 **Publicity**

- 13.1** Data Equipment and the Customer may make public announcements, including but not limited to, press releases and other media announcements, regarding the existence of the Service Agreement and the relationship between the parties. All public announcements by either party regarding the Service Agreement are subject to prior written approval by the Customer and Data Equipment, which approval shall not be unreasonably withheld. The parties will use reasonable efforts to review and approve public announcements within three (3) days of submittal.

14 Communication and contact information

14.1 Communication, marketing, notifications and other inquiries from Data Equipment to the Customer shall be submitted digitally based on the information registered in the Customer's user account and shall be considered delivered as soon as the message has been sent to the Customer.

14.2 Data Equipment can be reached at the following address:

Data Equipment
Sandstuveien 70
0690 Oslo
+47 23 16 80 05
firmapost@dataequipment.no



firmapost@dataequipment.no
dataequipment.no