## Terms of Service

## for access and use of xxxxxx as a Service (SaaS)

1. **INTRODUCTION**
   1. **Purpose**

This document contains the terms of service that apply for access to and use of xxxxxx as a Service (“Services”) provided by xxxxxx, company registration number [Insert] (“Supplier”). The “Customer” is the entity ordering access to the Services and accepting these terms of service.

By ordering access to the Services, and confirming acceptance of the terms of service, a legally binding agreement (“Agreement”) is entered into between the Supplier and the Customer. The individual who accepts these terms of service represents that it is authorized to enter into this Agreement on behalf of the Customer. All Services, as they are made available at any time through the portal [https://portal.Supplier.no](https://portal.Sysco.no), are governed by this Agreement.

* 1. **Getting started**

Once access to the Services has been granted, the Customer will receive an e-mail to its registered e-mail address with the necessary access and login details.

The Customer’s account overview sets out active SaaS-services which the Customer has ordered. The right to use the Services only comprise the individual SaaS-services covered by the order and which Customer has received access to.

* 1. **Description of the Services**

The Services are standardized SaaS-services and the functionality in the Services may change from time to time. Any material changes will normally be notified by Supplier with at least 3 months’ prior notice. Any notices and other release notes made available by Supplier can be accessed through the portal [https://portal.Supplier.no](https://portal.Sysco.no).

1. **RIGHT TO USE THE SERVICES**

## General

The Customer and the Customer’s users receive a limited, non-exclusive, worldwide and non-transferable right to use the Services in accordance with the terms of this Agreement, exclusively for the Customer’s internal business purposes, during the term of the Agreement.

This use right is conditional upon payment of the applicable subscription fee and compliance with the terms of this Agreement.

The Customer may not give access to the Service to any third party except that the Customer may allow in-hire consultants, temporary employees and other third parties to use the Services for the Customer’s internal business purposes and may allow its affiliated companies to use the Services for their internal business purposes. Affiliated companies mean any legal entity that controls, is controlled by, or is under common control by a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity. The Customer is responsible for that use of the Services by such individuals, third parties and/or affiliated companies are in compliance with the Agreement.

The Services depend on standard software. When purchasing access to the Services, the Customer does not purchase a copy of, or license to, the software used to deliver the Services, but pays a subscription to access and use the Services during the term.

## User administration

Users are created and administrated by the Customer.

The username and password of an individual user shall not be shared or used by more than one physical person. The Customer’s administrator may also name additional administrators and delete users. The Customer shall ensure that all information about users and administrators are up to date at any time.

Each user is responsible for keeping its password secure and confidential. The Customer shall inform Supplier immediately in case of unauthorized use of a user’s log-on information.

The Customer accepts that Supplier may contact the Customer, and any Customer administrators, through registered e-mail addresses and through telephone, and provide general marketing information or other information about the Services. Such information will not be sent to the Customer’s other users.

## Use restrictions and acceptable use policy

The Customer shall not, and is not licensed to:

* reverse engineer, decompile, or disassemble a Service, or attempt to do so;
* work around any technical limitations in a Service or restrictions in the Service documentation;
* upgrade or downgrade parts of a Service at different times;
* use the Services in defiance with export control restrictions and regulations under applicable international and national laws, including U.S export administration regulations.

Furthermore, Customer may not use the Service:

* in a way prohibited by law, regulation, governmental order or decree;
* to violate the rights of others;
* to try to gain unauthorized access to or disrupt any service, device, data, account or network;
* to spam or distribute malware;
* in a way that could harm the Service or impair anyone else’s use of it;
* in any application or situation where failure of the Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, or
* to assist or encourage anyone to do any of the above.

1. **TECHNICAL INFORMATION**

The Services will be delivered through the technical environment selected by Supplier at any time. Presently the technical environment is Microsoft Azure, with data centre location in Norway. Supplier reserves the right to change the technical environment, but will in such event notify the Customer with 3 months prior notice, in order to allow the Customer to evaluate the technical and legal effects of such change.

Depending on whether you as the SaaS provider are a Customer of Microsoft and uses the “Hosting exception” as a contractual foundation to include Azure services as part of your SaaS offering and reselling to your customers, or whether you are a CSP and establish a customer unique tenant, you either have to choose alternative 1 or 2 below:

Alternative 1 (delete the one that is irrelevant), you are a CSP and establish a customer unique tenant:

The services will be established in a separate tenant in Azure. Supplier is a reseller (CSP) of Microsoft and is entitled to resell Microsoft Online Services as part of its Services. Supplier role as reseller means that the Customer gets certain rights and obligations directly towards Microsoft. The following additional terms and conditions apply for Microsoft Azure, as updated by Microsoft from time to time:: <https://www.microsoft.com/licensing/docs/customeragreement> and https://www.microsoft.com/licensing/docs/view/Licensing-Use-Rights.

A separate, direct agreement between Microsoft and the Customer based on the Microsoft Azure terms above is concluded when the Customer accepts this Agreement. Such direct agreement means i.a. that the Customer obtains a Data Processor Agreement with Microsoft and also that Microsoft is fully and solely responsible for errors and downtime in Azure services (Online Services) from Microsoft.

If Microsoft requires documentation of, or other actions to confirm, that Customer has accepted Microsoft’s terms and conditions or any updates thereto, the Customer shall provide Supplier with requested documentation thereof or take necessary actions to confirm this.

The Customer agrees and accept that Supplier may share information about users, to the extent needed, in support cases towards Microsoft, such as telephone number, email and URL. By entering into this agreement, you also accept that Microsoft has the right to process your personal data, hereinunder collect, use, transfer and process such data.

To the extent technical requirements apply to the Customer’s IT systems for the use of the various Services, e.g. requirements for bandwidth and/or hardware, this shall be set out together with the description of the Services in question, see [https://portal.Supplier.no](https://portal.Sysco.no).

Alternative 2 (delete the one that is irrelevant), you are a Customer yourself, and use the “Hosting exception” as your legal basis for hosting your software in Azure, and reselling this as a SaaS service:

The Services is set up in a tenant in Azure belonging to the Supplier. In order to be allowed to use Microsoft Azure as its hosting platform for the Services, Microsoft requires the supplier to ensure that all end-customers adheres to Microsoft’s terms and conditions. See: <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/MCA> and search for «Azure Customer Solution».

Its therefor agreed between the Supplier and the Customer that Customer will adhere to Microsoft’s terms and conditions that apply for Microsoft Azure, as updated by Microsoft from time to time, see <https://www.microsoft.com/licensing/docs/customeragreement> and <https://www.microsoft.com/licensing/docs/view/Licensing-Use-Rights>.

Such terms do not establish a direct agreement between Microsoft and you as a Customer, but if you are in breach of such terms and Microsoft files a claim towards the Supplier, you will indemnify the Supplier for any such amounts.

Our assessment is that the most important obligations to adhere to are as follows:

* Microsoft’s Acceptable Use Policy (prohibits storage of illegal information, content that violates third partis, to use the services to hack others, spam etc)
* License restrictions (for instance that it is not allowed to decompile Microsoft source code, breach technical limitations, resell to this parties etc)
* Export control regulations (e.g do not use the services in embargoed counties such as Iran, North Korea etc)
* The Confidentiality undertaking.

The Customer agrees and accept that Supplier may share information about users, to the extent needed, in support cases towards Microsoft, such as telephone number, email and URL. By entering into this agreement, you also accept that Microsoft has the right to process your personal data, hereinunder collect, use, transfer and process such data.

1. **SUPPLIER’S RESPONSIBILITY FOR QUALITY OF SERVICE,** **AVAILABILITY AND SUPPORT**
   1. **Quality of Service**

The Services will perform substantially as described in applicable documentation of Services. The Services will be subject to continual improvement.

The Services are delivered “as is”. If the Services do not function as described in applicable documentation of Services, Supplier will correct verified errors in the Services at Supplier’s own expense. Supplier may choose to replace the Services or functionality therein instead of performing a correction. If Supplier does not solve the verified errors according to the time-limits set out together with the description of the Services in question or does not replace the Service within a reasonable time, the Customer may cancel their subscription to that particular service. This right to terminate is sole remedy from Customer, e.g Customer may not set forth any other claims due to defects or errors in the Services.

Supplier is not responsible for defects and errors arising from the Customer’s own systems or in Microsoft Azure services.

* 1. **Service Level Agreements (SLA) targets, penalties**

Supplier’s Services availability targets, SLA penalties, and fixed maintenance periods are set out together with the description of the Services in question at [https://portal.Supplier.no](https://portal.Sysco.no).

Supplier may, from time to time, require additional maintenance periods beyond what is set out above, for example for major upgrades. Such maintenance periods will be notified to the Customer at least 48 hours in advance, and any unavailability does not count towards the calculation of Services availability targets.

* 1. **Notification of errors**

If the Services in whole or in part are unavailable, or have reduced performance, the Customer may report the error via [https://portal.Supplier.no](https://portal.Sysco.no). In order to ensure that Supplier gets necessary information to identify and correct the error, the Customer shall, together with the notification of error, provide accurate information about the error, including a description of how the error occurred, how many users are affected, and which dataflows and/or systems are affected.

* 1. **Support**

Supplier will provide basic technical support to the Customer. This entails technical assistance, but Supplier does not warrant that any solution will be found for any problems or requests. The administration and configuration of the Services for the Customer is not covered by the support and may be provided according to separate agreement.

The Customer may contact Supplier support on business days (Monday to Friday except Christmas Eve, New Year’s Eve and other Norwegian public holidays) between 08:00 and

16:00 hours Central European Time, or on specified times determined by Supplier. Any contact with Supplier support shall take place via [https://portal.Supplier.no](https://portal.Sysco.no).

Support is provided in accordance with the following guidelines:

* A Customer with more than three users shall designate a contact person for support, which will act as the Customer’s point of contact with Supplier. Accordingly, the contact person shall provide first line support, and forward detailed information to Supplier’s personnel.
* Support requests shall cover the Services, when used in a manner recommended by Supplier. Support shall not cover repair of information, data-correction in a database or problems caused by the Customer. Neither shall the support cover any matter outside of the Services as covered by the Customer’s subscription.
* Supplier will recommend trainings or consulting services if the support request takes the form of being general training or education.
* Support does not include any form of training or consulting services.

1. **DATA, SECURITY**
   1. **Rights to data**

The Customer retains all rights to data which the Customer stores or transfers in connection with the use of the Services.

Upon termination of all Services or individual Services, Supplier may agree to assist in transferring the data to a designated place and in a usable format. Such a service should be ordered at least 30 days before the end of the subscription in question in order to ensure that the Customer can receive the data before deletion. Such assistance is invoiced by Supplier according to the at any time applicable fee schedule and terms for consultancy services. On termination of the subscription of the Services, or an individual SaaS service, all Customer data will be deleted by Supplier.

* 1. **Security**

Supplier will have in place administrative, physical and technical security measures including backup solutions according to corresponding standards:

* Supplier has established an information security governance system where systems, routines and processes are based on guidelines in ISO 27001 and 27018
* A third party audit is carried out once per year in accordance with ISO 27001
* A confidential summary report of the audit shall be produced, and made available to the Customer upon request
* The summary report shall enable the Customer to assess whether the security level in Supplier’s services and the processing of personal data (cf. 5.3 below) is performed according to the Agreement.

**5.3. Processing of personal data**

**5.3.1 General**

The Services may entail processing of the Customer’s personal data, e.g. storage on Supplier’s technical environments, cf. section 3 above. The Customer is the data controller and Supplier is the data processor. This section 5.3 fulfils the requirements for a data processing agreement cf. GDPR art. 28 and governs Supplier’s processing of personal data on behalf of Customer, and Supplier’s obligation to have in place required information security measures. Supplier may only process personal data on behalf of the Customer during the term of the Agreement, or if there exists another legal basis for processing.

The Customer and agrees and warrants that:

* The Customer owns or otherwise has the right to transfer the personal data to the Service for processing, and that the Customer is responsible for the accuracy, integrity, contents, and legality of the personal data, including transfer and instructions;
* Where applicable, that the processing of personal data is covered by an applicable permit, and/or has been notified to the applicable regulatory authorities and/or users, and that the processing of personal data is not in violation of applicable law;
* It is the Customer’s obligation, in accordance with the Personal Data Act, to notify the applicable regulatory authorities and/or users in case of breach or the unauthorized transfer of special categories of personal data;
* The Customer, by way of its risk assessment, has verified that Supplier’s security measures are effective and appropriate for the processing in question;
* Supplier has provided sufficient guarantees in terms of logical, technical, physical and organizational security measures.

The terms “personal data”, “sensitive personal data”, “processing”, “controller”, “processor”, “data subject” etc. used in section 5.3 shall have the meaning assigned to them in applicable legislation.

**5.3.2 Purpose, subject matter and duration**

The processing of personal data by Supplier on behalf of the Customer shall only cover categories of personal data that are implied under the Agreement for the purpose of entering into the Agreement, management and/or follow-up of the Agreement and providing the Services, and only to the extent necessary to fulfil such purposes. Data subjects [example:are Customer’s customers, employees and temporary staff, contractors, and data categories are names, contact information (e-mail addresses, phone number, address), pseudo-anonymized personal information, payment information and measurements of energy consumption].

**5.3.3. Supplier’s obligation as the data processor**

Supplier shall:

* process personal data only on behalf of the Customer and the Customer’s documented instructions, in accordance with the Agreement.
* ensure persons authorised to process the personal data are subject to confidentiality obligations.
* reasonably assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the Customer’s compliance with the law regarding processing of personal data and fulfilment of the Customer’s obligation to respond to requests for exercising the data subject's rights. If such assistance results in additional costs or expenses for Supplier, then Supplier shall be entitled to charge for such assistance on a time and material basis.
* have implemented and documented appropriate technical and organisational security measures to protect data from loss, misuse and unauthorized alternation or disclosure. The documentation shall be shown to the Customer upon the Customer’s request.
* in case of personal data breach, or security incidents with potential impact on personal data, notify the Customer promptly after becoming aware of the breach or the Incident.
* unless prohibited by law, promptly notify the Customer of any request for the disclosure of or access to the data by authorities. Supplier will disclose the Customer’s data to governmental authorities or police only to comply with legally binding requests.
* notify the Customer of any request received directly from a data subject without responding to that request, unless Supplier has been otherwise authorized to do so in writing or obliged by applicable law.
* In any event the Supplier shall notify the Customer if the Supplier is no longer capable of fulfilling its duties in accordance with the Agreement. To the extent possible, the notification shall contain information on the reasons for the Supplier not being able to fulfil its duties.

**5.3.4 Use of subprocessors**

The Supplier may utilize subprocessors for the processing of personal data on behalf of the Customer, and the Customer gives its general written authorisation to such subprocessing

Everyone who, on behalf of Supplier, performs assignments where the processing of the personal data in question is included, shall be made aware of Supplier’s contractual and regulatory commitments, and abide with the terms of these. For Microsoft Azure, the terms as referenced in clause 3 applies.

Supplier shall provide and maintain a list of relevant subprocessors used for processing data. This list will only contain relevant subprocessors directly performing tasks related to processing of personal data.

The Customer acknowledges that the Customer is aware of the necessary details related to the technical platform, cf. section 3 above, and subcontractors involved in that regard.

**5.3.5 Transfer of personal data to non-EEA countries**

Supplier shall not, without the ensuring necessary data processing arrangements for such transfer or access, transfer personal data outside the European Economic Area (EEA) or give anyone outside the European Economic Area (EEA) access to the personal data, unless otherwise required by law. The Customer acknowledges that the Customer’s cooperation may be required to allow for such transfer. For Microsoft Azure, the terms as referenced in clause 3 applies.

The Customer acknowledges that the Customer is aware of the necessary measures related to the technical platform, cf. section 3 above, and any transfer of personal data abroad in that regard.

**5.3.6 Deletion of data**

All data stored by the Customer when using the Services, shall be deleted by Supplier upon termination or expiry of the Agreement or cancellation of a Service, as further set out in section 5.1 above.

**5.3.7 Supplier’s processing for its own purposes**

Supplier may also process certain personal data for its own purposes as a data controller, i.e. for customer relationship management. Such processing is not subject to this section 5. The Supplier’s privacy notice for such processing is available at (link).

1. **FEES AND PAYMENT TERMS**

For Services included in this Agreement, the Customer shall pay a subscription fee to Supplier and according to payment terms as specified on [https://portal.Supplier.no](https://portal.Sysco.no). The Subscription Fee is provided on the Customer’s account overview.

The subscription fee is excluding any applicable taxes, such as VAT and other taxes and dues. Applicable taxes will be invoiced in addition to the subscription fee. Supplier is responsible for all taxed based on its income or profits and taxes on its property.

Supplier may adjust any fixed subscription fees yearly. In case of changes in public taxes, charges or other duties or other changes in public administrative practice affects the vendor’s costs connected to the Service, the subscription fee may be adjusted correspondingly without prior notice.

1. **RIGHT TO AUDIT AND CONTROL**

Supplier shall, to the extent required by applicable audit standards or applicable governmental requirements/legislation, allow the Customer’s internal or external auditors to observe Supplier’s delivery of the Services with related Customer data and any documentation of the Services for the Customer. The Customer shall give reasonable notice, and minimum 20 calendar days, before such audits, and the audit shall be carried out during normal business hours. The notice shall include information as to which external auditor is chosen by the Customer. The Customer acknowledges that scope of audit shall be limited to Supplier’s own delivery of Service, as well as applicable documentation.

The Customers may not utilize auditors who are in direct competition with Supplier. The Supplier shall have the right to approve or deny the Customer’s choice of auditor, though approval shall not be unreasonably withheld. The auditor(s) shall sign a confidentiality statement. The Customer and auditor shall adhere to Supplier’s applicable regulations when access is given to Supplier’s facilities or systems. Access to systems will not be granted in a way that may give access to data belonging to other customers or in a manner than may create risk for errors or downtime in the Services.

Any costs which Supplier may have in relation to the audit, control and any possible further quality assurance that the Customer may require, will be invoiced to the Customer in accordance with Supplier’s applicable rates.

1. **CHANGES TO THE AGREEMENT**

Supplier reserves the right to change the terms of this Agreement upon at least 30 days’ notice.  
  
Supplier will not change section 5. and 5.3 in a way that weakens security and/or the protection of personal data to the detriment of the Customer.

1. **INFRINGEMENT OF THIRD-PARTY RIGHTS**

Supplier shall defend the Customer against claims or lawsuits set forth by third parties claiming that the Customer's use of the Services infringes that third party’s registered Norwegian or EU patents, copyright or other intellectual property rights. In the event of such claims the Customer shall immediately inform Supplier in writing.

Supplier shall, to the extent Supplier is responsible for the infringement, hold the Customer harmless against all costs, damages, expenses or losses which the Customer is ordered to pay by a court or agrees to pay in a settlement, including attorney fees. This is subject to the full co-operation of the Customer with Supplier and that Supplier is in full control of the legal process and negotiations for a settlement. Supplier may at its own discretion (i) modify the Services so that there is no longer any infringement of third party rights, (ii) replace the Services with functionally equivalent services, (iii) provide a right for the Customer's continued use of the Services, or (iv) after used all reasonable commercial efforts to solve via (i) – (iii) terminate the Customer's access to the Products and Services against a refund of any fees paid for the subscription after the date of termination. The Customer may not set forth any other claims as a result of infringement of third party rights.

The right to be held harmless does not apply if the Services have been used in violation of the Agreement or if the claim arises out of any modification, integration or customization of the Services not performed by Supplier.

The Customer shall defend Supplier against any claims or lawsuits in which a third-party claim that the Customer's data or use of the Services in combination with the Customer’s own applications, databases or other systems, is inconsistent with or infringes a third party's patent, copyright or other intellectual property rights. Supplier shall immediately notify the Customer in writing in the event of such claims. The Customer shall hold Supplier harmless against all costs, damages, expenses or losses that Supplier is sentenced to pay by a court or agrees to in a settlement, including attorney fees, provided that Supplier cooperates with the Customer at the Customer’s own expense and that Supplier provides the Customer with full control over the legal process and settlement, and that the settlement releases Supplier from all liability.

1. **LIABILITY, LIMITATION OF LIABILITY ETC.**
   1. **Limitation of liability**

Supplier’s liability under this Agreement is limited to direct loss, unless otherwise set out in mandatory applicable law. Any refunds or compensation for direct loss and costs during any 12-month period shall not exceed an amount equivalent to 6 months subscription fees ex. VAT for the Services during the same period.

If Supplier is held responsible for paying damages to the Customer as a consequence of breaches of any of the obligations under this Agreement, such damages may in no event include compensation for indirect loss or damages of any kind. Indirect loss includes, but is not limited to, loss of profit of any kind, losses as a consequence of disrupted operations, loss due to loss of data, lost savings, losses due to deprivation and claims from third parties (except as set out in section 9 above).

If standardized sanctions are agreed, these standardized sanctions shall be the sole and exclusive remedy for the matter and no other claims may be made based on the same situation.

* 1. **Force majeure**

If the use and execution of the Services is wholly or partly prevented or materially impeded by circumstances beyond the parties’ control, both parties’ obligations are suspended for as long as the circumstances are relevant and as long as these circumstances lasts. Such circumstances include, but are not limited to, strikes, lockouts, and any circumstances which under Norwegian law will be regarded as force majeure.

Each party may, however, in accordance with section 11 of this Agreement, terminate the Agreement if the force majeure makes it particularly burdensome for that party to continue the Agreement.

* 1. **Circumstances for which Supplier is not responsible for in any event**

Supplier is not in any way responsible if a change of law, rules or regulations applicable to the use or delivery of the Services or new rules or regulations are adopted after the Services have been made available on the market and this prevents Supplier from fulfilling the Customer’s instructions regarding processing of personal data or other obligations in this Agreement. The same applies if such changes requires full or partial termination of access to the Services for a limited or indefinite period of time.

The Customer recognizes that the Internet is an open system, and that Supplier cannot warrant that a third party cannot or will not intercept or alter data during the transmission. Supplier takes no responsibility for such unauthorized access to, use or alternation or publication or loss of data.

Neither is Supplier responsible for lack of availability of the Services when this is directly or indirectly caused by the Customer or by circumstances for which the Customer is responsible or reconstruction of data regardless of cause.

1. **TERM, TERMINATION AND SUSPENSION**

The Agreement is effective until terminated by either parties (Term).

The Customer may terminate the Services or individual SaaS-services and thereby terminate the entire subscription for Supplier’s Services through the Customer’s account tool with applicable notice period. The termination takes effect from the start of the first month after end of the notice period.

If a minimum term applies for some of the Services, the termination by the Customer takes effect after the expiration of such minimum term.

Supplier reserves the right to terminate any SaaS-service in its entirety, or its availability in any market, with 6 months’ notice before such termination takes effect or in case of force majeure with such notice which is reasonable under the circumstances.

If payment is not made within 14 days after the due date, Supplier may, provided that the amount outstanding is not insignificant, suspend the Customer’s access to the Services until payment is made. Suspension shall be notified in writing by Supplier, with a final and reasonable deadline for the Customer to settle the amount outstanding before suspension is made effective.

Supplier may also suspend the Customer’s access to the Services if the Agreement is breached by the Customer. Such suspension may be in effect until the matter has been resolved. Unless the breach may lead to a detrimental effect for the Services, Supplier will give 7 days’ prior notice to the Customer before the suspension take effect.

Supplier may terminate the Services if payment is not made to Supplier within 14 days after such suspension is made effective. The Customer shall pay delayed interest in accordance with applicable law for all Subscription Fees that are not settled before their due date. Supplier may make continuance of the Customer’s subscription conditional on a shorter payment due date or increased invoice frequency after one case of delayed payment. Supplier may also terminate the Customer’s subscription with 7 days’ notice if the Customer is in material breach of any of his obligations under this Agreement, or if it becomes apparent that the Customer will materially breach this Agreement in the future.

When the Services are terminated, all data and copies of such data will be deleted from Suppliers servers upon the termination taking effect. The Customer will get access to its data as set out in section 5.1.  
  
The limitation period for any claims arising in connection with this Agreement or breach of this Agreement is one year after the reason for a claim happened. Claims forwarded after the limitation period is out of date and hence have no validity.

1. **TRANSFER**

Without obtaining Supplier’s prior written permission, the Customer is not entitled to transfer all or part of the Agreement to another entity (either through mergers, de-mergers, bankruptcy, change of ownership or control or to affiliates or otherwise). Supplier may fully or partially transfer its rights and obligations under the Agreement to subsidiaries or other companies within the same group, hereunder use these as sub-contractors, provided that this is done in a manner assuring compliance with the obligations under the Personal Data Act from the Customer’s perspective.

1. **CHOICE OF LAW**

This Agreement, and disputes arising as a consequence of this Agreement, shall be regulated by, and interpreted in accordance with, Norwegian law.

1. **Miscellaneous**
   1. **Confidentiality**

Both parties agree to keep the terms and conditions of the Agreement confidential and not to inform any third party about its content unless required to do so by law or regulation or if mutually agreed upon in writing by the parties.

* 1. **Severability.**

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

* 1. **Waiver**

Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

* 1. **Survival**

All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

* 1. **Notices**

Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Supplier must be sent to the following address:

Supplier Norge AS

XXX

XXX

Norge

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Supplier may send notices and other information to Customer by email or other electronic form.

1. **DISPUTES**

Disputes regarding the effects, contents or implementation of this Agreement shall be resolved by negotiations. If such negotiations fail, either party may request that the case is brought before a Norwegian court. If the parties so agree, the case shall be decided by arbitration after Norwegian Act of 14. May 2004 no. 25 on arbitration. If the parties require confidential treatment of the arbitration proceedings, hereunder the arbitration court’s verdict, this shall be agreed between the parties in writing together with the arbitration agreement.

The agreed legal venue shall be the location where Supplier has its’ registered address when the case is made before the court or arbitration court.

\*\*\*\*\*\*