
Terms and Conditions, rev February 2025

1. DEFINITIONS

Agreement: Refers to the entire Agreement, these Terms and Conditions including possible annexes describing products & performance, prices, companies and other contractual terms and conditions specifically for the Customer.

Customer: The legal entity defined as Customer on the signatory page. The Agreement also includes legal entities in Customer's company group, that are part of Customer's consolidated accounts, owned by Customer by 50% or more and that are specifically included. Customer has the direct contractual responsibility towards Telenor Cyberdefence AS on behalf of all Customer entities included in the Agreement.

Supplier: Telenor Cyberdefence AS hereinafter TCD.

User: A person who the Customer gives access to the Service, e.g. administrator and employees.

2. SCOPE OF THE AGREEMENT

The Agreement is entered into to ensure Customer cost-efficient and reliable Service, as specified in annexes to this agreement.

TCD shall deliver proven and predictable performance of the Service and be a forerunner in the development of the contracted Service so that Customer at any time has the best-collaborating partner for support of Customer's business.

The parties will seek to develop a close cooperation where TCD will offer suggestions for improved uses, solutions and services.

3. ORDER OF PRECEDENCE

In case of inconsistencies between the Agreement's documents, the following order of precedence shall apply:

- Signed, agreed Changes and additions to the Agreement
- These general terms and conditions
- Other annexes in numerical order

4. GENERAL OBLIGATIONS OF TCD

TCD shall deliver The Service according to the Agreement. This includes i.a. that:

- the Service is integrated with Customer's environment in a manner that satisfies agreed specifications.

- the functionality and capacity stated in TCDs Service Description is available to the Customer for the entire Agreement period.

- TCD is responsible for operation and administration of the Service and shall cooperate with the Customer to ensure the agreed level of quality.

5. GENERAL OBLIGATIONS OF CUSTOMER

Customer assumes responsibility for clearly having stated its needs and demands for the Service, as a basis for TCD's solutions stated in TCDs Statement of Work or Service Description(s).

The Service shall not be used for fraud, swindling, corruption, offensive or indecent activity, or in any other manner contrary to applicable law, good faith, good practice, custom, and/or TCD's guidelines and instructions.

Customer shall prevent unauthorized access to and use of the Service and shall comply with requirements and obligations in applicable laws and regulations to which the use of the Service is subject.

Customer shall at all times exert best efforts to support TCD in providing the Service.

The Customer's responsibilities include all Users. Customer shall duly inform Users about the Service and how it works.

The Customer is responsible, technically and mercantile, for own terminals and technical equipment necessary to use the Service.

Any use of self-service tools requires correct registration of the Customer's administrator and that he/she has sufficient technical knowledge. Upon login, the Customer's administrator approves special terms of use on behalf of the Customer. Access is restricted to an authorized administrator who can create sub-administrator(s).

In case of breach or risk for breach, TCD may terminate the use of the Service for any User or for the Customer if deemed necessary by TCD, until the case is resolved.

Faults or error situations regarding the Service discovered by Customer, shall be reported to TCD's operations center without undue delay.

6. RESPONSIBILITY FOR SUBCONTRACTORS

Each party is fully responsible for the execution of the agreed services performed by sub-contractors hired by the respective party, as if the party carried out the services itself.

7. DELIVERY AND FUNCTIONALITY TEST

a. Delivery

After ordering, the Service is registered in TCD's systems. This includes the customer's Norwegian organization number and agreed administrator. The Customer shall provide TCD with correct contact information to Customer's administrator, such as name, email address and telephone number.

TCD will notify Customer's administrator when the Service is established.

b. Objections – written notification

Should Customer not want to accept the delivery due to conditions regarding the Service, a written notification must be conveyed to TCD. If no such notification has been received within 3 workdays after TCD has informed Customer that the Service is ready for use/functional test, the Service will be regarded as accepted. Customer's notification shall clearly state the reason for rejection. Should such reason be of little or no consequence to Customer's use of the Service, the delivery shall be regarded as accepted. TCD is then obliged to correct any errors preventing acceptance without undue delay. Other minor corrections not preventing acceptance, shall be addressed within reasonable time.

8. PAYMENT

a. Remuneration

For the Service included in the Agreement, Customer shall pay such compensation as agreed. The prices set forth are exclusive of taxes and VAT.

b. Terms of payment and penalty provisions

Unless otherwise agreed, fixed prices are invoiced in advance and usage/traffic in arrears. The remuneration will be invoiced and due for payment within 30 days from the invoice date. Late payment fee applies to overdue payments according to the Norwegian Act relating to Interest on Overdue Payments.

c. Disputed invoice

Customer may withhold payment for invoiced amounts in whole or in part, which reasonably can be regarded as disputed, however the amount withheld shall be proportionate to the amount disputed. If the dispute is settled in TCD's favor, Customer shall without delay remunerate TCD the agreed outstanding amount including any penalty provision that may be invoked, if the withheld payment is without merit.

d. Price adjustments

Unless otherwise agreed, the prices shall be regulated in accordance with the following principle.

For certain price elements the remuneration may increase, without causing a total price to increase larger than for the main consume price index cf. Statistics Norway for the past 12 months. Customer shall be notified of such price increase one month in advance.

In addition, TCD reserves the right to change prices and/or fees due to changes in law and regulation, taxes, duties and levies, commodity costs, currency exchanges, or other similar circumstances outside of TCD's control that effect TCD's cost for the Service. TCD shall without undue delay inform the Customer of any change in prices and its implementation date.

e. Claims

TCD cannot re-invoice the Customer later than six (6) months after the invoice date as a consequence of its own errors or deficiencies. If the error involves an omitted invoice for a delivered Service, the start date is counted from the date that the Service should have been invoiced. Likewise, the Customer cannot claim incorrect invoices and credits more than six (6) months after the invoice date.

f. Credit rating

If the Agreement presupposes that TCD will grant the customer credit, TCD has the right to check the Customer's credit rating.

TCD can set a credit limit based on an assessment of the Customer's ability to pay. The aim of the credit limit is to protect the Customer from undesired increases in consumption, as well as to limit TCD's risk of losses.

TCD can require the Customer to pay for Service in advance or provide suitable security. TCD can require that the Customer settles all outstanding debt before new services will be provided on credit.

9. AMENDMENTS TO THE AGREEMENT

a. Changes in Annex 4

All changes and additions to the Agreement shall be signed by both parties and attached to this agreement.

b. Changes in configuration

If Customer wants changes made to capacity, connections, functionality and the like after the Agreement has been signed, and such changes are acceptable to TCD, the parties must produce a change order including the terms and conditions for such performance.

10. AUDIT, ACCESS AND INSPECTION

a. Audit

If the right to perform audits for a specific purpose or Services is granted to the Customer in a Delivery Agreement, the audit shall be performed in accordance with the following provisions.

Subject to the Customer giving the Supplier at least thirty (30) days' notice in writing, the Customer shall, at its own cost and expense, be entitled to perform agreed audits during regular business hours. Such audits must be performed in a manner that does not interrupt Supplier's normal business operations and may be carried out by Customer or a mutually agreed third-party auditor provided that such third-party auditor has entered into confidentiality undertakings reasonably acceptable to Supplier.

The Customer must submit to Supplier a detailed audit plan at least two (2) weeks in advance of the proposed audit date describing the proposed scope, duration and start date of the audit.

The Customer, or the mutually agreed third-party auditor, will not get access to any of the Supplier's other customers' Confidential Information or personal data and shall always be accompanied by a member of the personnel of Supplier when conducting onsite audits. Supplier shall not be obliged to share any information about its margins or internal cost structure.

The audit right set out above only applies to the Supplier and does not give Customer any audit rights in respect of third parties, such as Product Vendors or Supportive Tools providers.

b. Access

Customer is given access to relevant documents if any, directly related to the Agreement, such as protocols, minutes, e-mail, etc. Certain company confidential information such as related to pricing models and spread sheets, are excluded from this access.

11. RESALE AND EXPANDED UTILIZATION

Customer is not allowed to resell the Service under the Agreement, nor let someone without Customer's express permission make use of Customer's access or in any other way make use of the Service in areas not included in the Agreement. Resale or rental of capacity is prohibited unless expressively approved in advance by TCD.

12. CONFIDENTIALITY AND PUBLICITY

a. Extent

Information that the parties, and those acting on behalf of the parties, obtain in connection with the Agreement and its execution, shall be treated confidentially and not made available to third parties without the written consent of the other party. Confidential information is all information in oral, written or any other form, that:

- is marked as confidential,

- has been notified to the receiving party to be confidential,
- or which the receiving party should understand may harm one of the parties, or which may be used by any third party for business-related activities.

This Agreement, price information, invoice information, and information from meetings between the parties is always considered confidential.

Violation of the duty of confidentiality is considered a material breach.

b. Precautions

The parties are obliged to take the necessary precautions to ensure that confidential information is not disclosed to unauthorized third party.

The duty of confidentiality applies to the parties' employees, subcontractors and third parties who act on behalf of the parties in connection with the Agreement. The parties may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Agreement.

The duty of confidentiality does not prevent the parties from utilizing the experience and competence gained in connection with the implementation of the Agreement.

The duty of confidentiality also applies after the Agreement has been terminated. Employees or others who resign from their service with one of the parties shall be required to remain silent about matters as mentioned above even after resignation. The duty of confidentiality ceases five (5) years after the termination of the Agreement, unless otherwise provided by law or regulations.

13. FORCE MAJEURE

Should the execution of the Agreement be fully or partially hindered or be made significantly difficult by extraordinary circumstances beyond the parties' control, the parties' obligations will be suspended to the extent that is relevant, and for the duration of the occurrence. Such occurrences include, but are not limited to national strike, lockout and any matters which under Norwegian law are regarded force majeure.

Either party may terminate the Agreement with one month's notice if the case of force majeure makes it particularly burdensome for the party in question to maintain the Agreement. Each of the parties covers its own costs related to the termination. The customer pays the agreed price for the part of the Service that was contractually delivered before the Agreement was

terminated. The parties may not make other claims against each other as a result of termination of the Agreement pursuant to this provision.

In connection with force majeure situations, the parties have a mutual duty to inform each other about all matters that must reasonably be assumed to be of importance to the other party. Such information shall be provided as soon as possible and without undue delay.

14. BREACH OF CONTRACT, NEGLIGENCE, COMPENSATION

a. Breach of contract

Either party wanting to claim a breach of contract must make a written claim without undue delay upon learning of such breaches.

b. TCD's breach of contract

i. Delay

There is a delay if the Service is not accepted and established in accordance with the agreed time schedule, and this is due to circumstances attributable to TCD.

If it is assumed that start-up, delivery, and/or other services cannot be carried out according to agreed progress plan or time schedule, TCD shall without undue delay inform Customer in writing. The notification shall state if possible, when the Service can be implemented.

If the delay lasts beyond the mutually agreed extended limitation period, Customer may terminate the Agreement.

Unless otherwise agreed, TCD shall pay Customer a daily penalty due to delayed startup of 0.15% per working day, based on the contract value for the year the incident occurred, for the actual service Customer cannot utilize. The daily penalty accrues up to a maximum of 60 days and Customer may not terminate as long as the penalty is running, unless TCD or anyone under its control has committed gross negligence or intent.

ii. Defects

There is a defect on TCD's hand, if the Service do not comply with the agreed description of the Service. It is the duty of the TCD to correct or mend the defect without undue delay, in such a manner that the Service function as provided. Remedies may be provided through cure, substitute delivery or additional delivery.

If TCD despite repeated attempts has not succeeded in correcting a defect, Customer has the right to receive a proportionate discount, or terminate the Agreement.

If the defect is of such a nature that it is not insignificant to Customer's application of the Service and remedy cannot be carried out without substantial cost or inconvenience, Customer may terminate the Agreement.

c. Customer's breach of contract

If Customer breaches its obligations under this Agreement, TCD may claim compensatory damages according to clause Compensatory Damages below.

If Customer materially breaches its duties according to the Agreement, TCD may terminate this Agreement. Unpaid correct invoice older than 45 days, constitutes material breach. TCD may terminate the Agreement with immediate effect if the Customer fails to pay any amount due under the Agreement within seven (7) days from the date of notification from TCD that the amount due has not been paid on the due date for payment.

d. Compensatory damages

In case of breach of the Agreement, the neglected party may claim compensatory damages for documented economic loss within the following limitations and as long as the nature and scope of the loss is adequate and foreseeable according to generally accepted principles for compensatory claims in agreement relations:

- a) Loss of profit, indirect losses, and other consequential losses will not be reimbursed.
- b) The entire compensatory claim per year may not surpass the annual remuneration for the services.
- c) For guaranteed service levels (SLA), where applicable, the compensation specified is regarded as complete fulfillment of TCD's responsibilities, and no additional compensation may be claimed for such instances unless Customer's losses surpass the compensation specified.
- d) The limitations of responsibility do not apply if the party in question has shown gross negligence or willful misconduct.
- e) Daily penalties and compensation are deducted from compensatory damages.

15. INFRINGEMENT OF PROPRIETARY RIGHTS

a. TCD's liability

To the extent a claim is made that any part of the system delivered according to the Agreement is infringing any third-party copyright, proprietary rights or industrial rights in Norway, TCD shall, at its own cost, defend Customer's interests. This is subject to Customer's immediate notification to TCD of any such

claim, that TCD is granted full control of the defence case, and that Customer co-operates with TCD in any negotiations and/or litigation. In such case, TCD shall cover the costs and/or damages stipulated in the final judgement.

b. Remedy

If a claim according to clause Defects above is or may be made, TCD may opt to acquire for Customer a license to continued use of the relevant part of the system delivered, or to make changes or alterations necessary for avoidance of infringement.

c. Limitation of liability

Beyond what has been expressly stated in clauses Defects and Remedy above, Customer may not otherwise hold TCD liable for infringement.

16. DURATION AND TERMINATION

The Agreement is valid from the date and has the duration as stated on the signatory page. Thereafter the Agreement will be automatically prolonged one year at a time, provided that neither party has terminated the Agreement latest one month prior to the expiration of the Agreement period.

Individual services and subscriptions included in the Agreement, may have diverging duration/termination terms than stated in these general terms and conditions.

17. TERMINATION FOR CONVENIENCE

Should Customer terminate this Agreement wholly or in part before expiration of the term of this Agreement, for other reasons than those stated in clauses 14 or 15 above, Customer shall pay:

- a) all unpaid invoices
- b) all direct economic costs tied to the breach
- c) possible residual value from investment cost tied to equipment/installations
- d) a termination fee equal to the remaining agreement value, or any agreed penalty for breach.

18. MODIFICATION OF SERVICES DURING THE CONTRACT PERIOD

a. TCD's change of services

TCD may change services without Customer's approval, provided that the functionality and performance of the Service is maintained in accordance with the Agreement.

b. Remedy significant change

TCD shall notify the Customer in writing in good time before a significant change or closure of a service.

If a service is substantially changed or discontinued, TCD reserves the right to remedy the situation by replacing the service with a new service. The replacement service shall have at least the same performance / quality and specifications as the original service. The price level for the replacement service shall be equivalent to the original service.

TCD will cover the Customer's documented direct costs in connection with the introduction of a replacement service. Limitations for compensation cf. clause 15 d apply.

If TCD does not remedy the situation with a replacement service, this is considered a defect, cf. clause 15.

c. Technological development

If a service is significantly changed or discontinued due to technological development, each party shall bear its own costs in connection with the change or closure. In such case, the Customer may not demand compensation from TCD

Upon discontinuation, TCD may offer the Customer a new service. If the Customer does not wish to use the new service, or if TCD's change of the service, cf. the previous paragraph, entails significant costs for the Customer, the Customer may terminate the Service by giving written notice within the deadline stated in TCD's notice, or within one month after receipt of TCD's notice if no response deadline is specified.

19. ADVERTISING

Neither party shall use information obtained from the Agreement for the purpose of advertising or otherwise publicize any parts of it, beyond as a general reference, without the other party's expressed acceptance.

20. PROCESSING of Personal Data

a. General

TCD processes personal data in line with applicable laws and regulations and according to decisions made by relevant public authorities.

b. Roles under the Personal Data Act

TCD is data controller for services and processes in which TCD processes personal data about the Customer and the Customer's Users, for which TCD determines the purpose of the processing as well as which methods, tools and/or security mechanisms will be used. For services and/or processes in which TCD processes personal data on behalf of the Customer for specific purposes defined by the Customer, TCD is the data processor and the Customer is the data controller. This applies when TCD provides information society

services over the internet, such as third-party cloud services.

Also note that upon entering into an Agreement between the Customer and TCD regarding the provision of the agreed Service, the Customer will serve as controller for the data that the Customer has obtained about its users (name, date of birth and address) and that the Customer transfers to TCD in connection with the creation of subscriptions. For this transfer, the Customer will be the controller and TCD will be the data processor. The purpose of the transfer is to make the agreed Service available to Customer's users, including enabling the data processor to subsequently authenticate users so that the correct user is given access to the relevant service. The data received is used to create user identities that are connected to the Customer, or to update these if the user is already present in TCD's customer database.

When TCD is the data processor, such processing of personal data is further regulated by service specific terms. TCD notes that in such cases, the Customer is responsible for ensuring the lawful purpose and legal basis for the processing of personal data.

c. TCD's responsibility as data processor

When TCD (as data processor) processes personal data on behalf of the Customer (as controller), the following terms apply:

The data processor will only process personal data as specified in these terms and the associated service terms for the use of relevant services or processes. The personal data will only be processed for specified purposes and in specified geographic areas, as defined in the relevant service annex.

The data processor can also process personal data when this is required by EU or national regulations to which the data processor is subject. In such cases, the data processor will inform the controller of the legal requirements, to the extent to which this is possible, before processing begins.

The data processor will ensure that the data is accessible exclusively to individuals who are authorized to process personal data, and that these individuals are subject to confidentiality requirements.

The data processor will implement technical and organizational measures to ensure a sufficient level of security, adapted to the risk that the processing represents.

The data processor will inform the controller of any change that involves replacing or adding a subcontractor before this change is implemented so

that the controller has the opportunity to raise objections against the change.

In cases where the data processor engages a subcontractor to perform specific processing activities on behalf of the controller, the same obligations set out in this Agreement will also apply to the subcontractor. If a subcontractor does not comply with these obligations, the data processor will be fully liable to the controller for the subcontractor's compliance with its obligations under this Agreement.

With regard to the nature of the processing and the available data, the data processor may assist the controller with:

- Fulfilment of the controller's obligations to respond to enquiries related to the exercising of the data subject's (User's) rights under applicable law.
- Implementation of appropriate technical and organizational measures to ensure a sufficient level of security considering the risks involved, including assessment of the consequences for privacy, that may reasonably be required by the controller, and communicate with the national Data Protection Authority.

In the event of a breach of personal data security, the data processor will notify the controller in writing without undue delay.

The data processor will immediately delete or return all personal data, including all copies, after the agreement has ended, or if the controller requests this in writing.

The data processor shall give the controller access to all information that is reasonably necessary to document compliance with this provision, as well as allowing and contributing to revision of these data processing terms carried out by the controller or by a third-party auditor acting on the controller's behalf. All costs related to such revision are to be covered by the controller.

Information about the specific processing is detailed in the relevant service annex.

21. CUSTOMER ADVICE AND MARKETING

TCD may use electronic communication (telephone, email and SMS) and its own digital channels to provide advice and market its products and services to the Customer, including the Customer's contact person and users.

The Customer's contact person and Users can reserve themselves from receiving marketing from TCD by email.

22. TCD's CORPORATE SOCIAL RESPONSIBILITY

As supplier of the Service, TCD is obligated to exert its business in accordance with accepted international principles and guidelines for human rights, employee rights, environment and corruption.

23. ASSIGNMENT

Rights and obligations contained in the Agreement may not be assigned to or in any way transferred to others without a prior written consent of the other party, such consent not to be unreasonably withheld. TCD may however, freely assign the Agreement to another wholly owned national unit within the TCD Group or Buyer Group of companies, or to Norwegian parent company within the TCD Group or Buyer Group.

24. TRANSFER OF TERMINATED SERVICES

If, at the end of the Agreement period, the Service under the Agreement are to be transferred to another supplier, the parties shall agree on a transition schedule in advance of such transfer. TCD shall estimate additional cost if any, related to the termination.

25. CONFLICT OF INTEREST

The parties shall to any reasonable extent abstain from actions or create situations that may harm the other party's interests. The obligation also applies to relations between Customer's and TCD's employees, subcontractors and third parties directly related to the other party.

26. GOVERNING LAW AND DISPUTES

This Agreement is exclusively subject to the laws of Norway.

In the event of a dispute arising between the parties regarding the interpretation or legal effects of the Agreement, the parties shall first try to resolve the matter amicably by negotiations. If such negotiations fail, each of the parties may demand that the conflict be settled finally by the Courts of Norway, legal venue to be the Court of Asker and Bærum.

The parties may alternatively agree on having the dispute settled by arbitration according to the Law of Arbitration, of 5th of May 2004, # 25. The legal venue for such arbitration shall be the district where TCD has its business address.