



Onix Terms & Conditions

1. THE PARTIES

1.1. Onix AS

Onix AS (hereinafter: ONIX) is a software company with its principle place of business at Hillevågsveien 43, NO-4016 Stavanger, Norway.

1.2. Customer

The CUSTOMER (hereinafter: CUSTOMER) is a company that uses the software module families Onix Work or Onix Maintenance (hereinafter: SERVICE) delivered by ONIX.

2. LICENCE & SERVICE AGREEMENT

2.1. GENERAL

ONIX undertakes to maintain and aid the SERVICE in accordance with this agreement (hereinafter: AGREEMENT). This AGREEMENT is mandatory and effective upon purchase of the SERVICE. By using the SERVICE, the CUSTOMER consents to be bound by this AGREEMENT.

This AGREEMENT entitles the CUSTOMER the right to use the SERVICE. This includes the modules, users, interfaces, and volume of data licensed under this AGREEMENT. The license maintains a non-exclusive and non-transferrable right to use the SERVICE. The CUSTOMER cannot transfer the right of use to a third party without written consent from ONIX.

The processing of personal data that ONIX performs on behalf of the CUSTOMER consists in making the SERVICE available for the CUSTOMER. This also includes performing necessary maintenance on the system.

The SERVICE is located in ONIX's facilities and accessed via internet or the SERVICE is located in CUSTOMER's facilities.

2.2. FREE TRIAL

ONIX offers a free trial of the SERVICE for a specific period of days. The CUSTOMER may during this period configure the service, enter data and evaluate the functionality of the SERVICE. If the CUSTOMER wants to keep the data and configuration, he must purchase a subscription of the SERVICE before the end of the trial period. All data and configurations will be permanently lost by the end of the trial period.

2.3. COPYRIGHT

All copyrights in connection with the SERVICE shall belong to ONIX at all times.

2.4. COMMUNICATION

All correspondence, such as system service messages, invoices, news and other customer information may be sent via E-mail. The CUSTOMER is responsible to ensure that all registered contacts, users and e-mail addresses are up to date and correct at all times. Messages sent from ONIX to the CUSTOMER's registered e-mail addresses shall be regarded as received and known.

ONIX may send information about the SERVICE to the CUSTOMER's customers. The CUSTOMER's customers are companies and contact persons registered in the SERVICE.

2.5. PERSONAL INFORMATION

ONIX does not collect any personal information unless the CUSTOMER provides it to ONIX. The CUSTOMER may provide ONIX with this information directly through our SERVICE. If the CUSTOMER decides to provide ONIX with personal information (e.g. name, email address, mailing address, photos) ONIX will collect only the personal information that is needed to fulfil the CUSTOMER's requests and ONIX's legitimate business objectives. If the CUSTOMER refuse to divulge personal information when requested, the CUSTOMER may not be able to access certain areas as part of the SERVICE (such as the ability to modify or exchange information).



If the CUSTOMER downloads our mobile applications, ONIX may collect information from the CUSTOMERS mobile devices, such as the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, serial number, device motion information, selected pictures, and mobile network information.

2.6. SERVICE AVAILABILITY

The CUSTOMER operates the SERVICE when it is located at the CUSTOMER site including backup of data. ONIX operates the SERVICE when it is located at ONIX site.

The SERVICE operated by ONIX shall be available 24/7. The SERVICE availability level shall be at least 99%. ONIX is only responsible for the SERVICE being available in the part of the network that ONIX controls. Downtime due to planned maintenance will be notified at least a week in advance and does not affect the SERVICE availability level.

The SERVICE operated by ONIX will be secured by backup. Situations may arise where it is necessary to restore a total backup. A decision regarding this is made by ONIX, and the backup is restored by ONIX. Other restoring of data is not covered by this AGREEMENT.

2.7. SERVICE MAINTENANCE/UPGRADES

Maintenance of the SERVICE includes free access to new releases that consist of ONIXs on-going development, improvement and correction of material errors in the SERVICE supplied.

2.8. SUPPORT

The CUSTOMER is entitled to support through ONIX's support function. The support function includes assistance related to the general functionality of the SERVICE when it is used as recommended by ONIX. The support function includes access to <https://community.onix.com>, incident submission form and call back by phone.

Support does not extend to other configurations of operating systems, browsers, hardware problems, internal networks and internet connections, and/or items of peripheral equipment that are entirely independent of the SERVICE. The support does not include issues caused by the CUSTOMER or any repair of the database.

Technical assistance, installation work, upgrades, sessions with CUSTOMER data, training and all other consultancy is not covered by the support function. The CUSTOMER may purchase such additional professional services as required.

"Case" is the term which exemplifies both support and service related enquires.

ORDER DIFFERENT KINDS OF ASSISTANCE

Payable cases were the customer requests technical or advisory assistance.

QUESTIONS RELATED TO LICENSES, CONTRACT, OR INVOICE

Questions about terms and conditions.

INCIDENT

A case where the behaviour of the software is not as expected and unlike described in the official documentation.

The categorization may be changed later in the support process based on the parameters of the case as determined by support.

2.9. CONSULTANCY

Consultancy on the SERVICE shall be provided by qualified personnel within ordinary working hours at ONIX. Consultancy is provided via ONIX's support function. When the CUSTOMER requests consultancy, ONIX is obliged to inform when the assistance can be expected to start. The start must be within a reasonable timeframe.

All consultancy on the SERVICE like technical assistance, installation work, upgrades, sessions with CUSTOMER data, training and all other consultancy is payable and will be charged the CUSTOMER.

2.10. INTERFACE WITH ADDITIONAL SOFTWARE

Support on interfaces with other systems that are explicitly included in the AGREEMENT and paid for annually include the following:

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- (a) Adjustments of the interface as results of a new version of the SERVICE
- (b) Correction of errors in the interface
- (c) Changes to the interface because of server replacement for the SERVICE or server replacement for the SERVICE the interface is connected to
- (d) Necessary changes in the interface due to changes in the software that the interface is connected to are not included in the AGREEMENT. This also applies if the data in the linked software changes.

ONIX must be notified no less than 30 days before upgrades and changes that affect or may affect the interface are due to take place.

2.11. LIMITATIONS

This AGREEMENT does not include

- a) Adaptations and special CUSTOMER configurations
- b) Interfaces to software which are not explicitly included in the service agreement and paid for annually
- c) Data conversion
- d) Support on older versions of the SERVICE when the SERVICE operated by the CUSTOMER

2.12. PRICE AND PAYMENT TERMS

The AGREEMENT is charged and invoiced in accordance with ONIX's applicable arrangements and prices. Invoicing takes place in advance of the agreed upon subscription period. All payments are due before the subscription period begins. Unless the SERVICE has been terminated as described in this AGREEMENT, the AGREEMENT will thereafter at the end of each subscription period be invoiced for another subscription period. Subscription costs are adjusted annually with effect from January and correlate to applicable industry norms.

2.13. LIMITATION OF LIABILITY

The CUSTOMER is responsible for the selection, installation and use of the SERVICE. ONIX has not given any guarantees that the SERVICE will solve all the functional requirements and demands of the CUSTOMER if this has not been expressly agreed upon in advance.

At all times, the CUSTOMER is responsible for the technical platform the CUSTOMER uses to access the SERVICE. This technical platform must correspond with the requirements ONIX has set for the SERVICE.

ONIX is not liable for direct or indirect loss (consequential loss) which the CUSTOMER or any other party suffers in connection to the usage of the SERVICE. This includes but is not limited to any damages, errors, loss of information, data, shutdown, loss of earnings, or other financial or non-financial loss that might occur as a result of using or not having the possibility or ability to use the SERVICE, other services, information, etc.

Limitation of liability applies regardless of the cause, even if ONIX has been informed of the possibility of such damage or loss. Under all circumstances, ONIX's full liability in accordance with all the provisions in this agreement is limited to the upward amount the CUSTOMER has paid for the SERVICE in current calendar year.

ONIX may demand payment and / or compensation for the expenses and loss ONIX incurs due to breach of contract on the part of the CUSTOMER.

2.14. BREACH OF CONTRACT

If one of the parties is guilty of material breach of contract for any part of their obligation under this AGREEMENT and the breach is not remedied within 14 days after the other party has been notified, then the aggrieved party is entitled to terminate this AGREEMENT with immediate effect.

Material breach of contract includes, but is not limited to:



- (a) Agreed upon payment does not take place in accordance with the applicable price and payment terms. Default on payment over 30 days after the due date entitles ONIX to choose between continuing the agreement and claiming interest payment or terminating the agreement with immediate effect.
- (b) All unauthorized transfer, rental, sale, lease or any other kind of distribution of the SERVICE or other material such as user documentation or copies of this.
- (c) Breach of the customer's right of use of the SERVICE, including, but not limited to, unauthorized copying, that the SERVICE is used by more persons than those covered by the AGREEMENT and other agreements or that several persons use the same named user.

2.15. RIGHTS TO USER DATA

Data and documents that the CUSTOMER registers in the SERVICE remain the property of the CUSTOMER. If the CUSTOMER via the SERVICE shares data and documents with another customer of the SERVICE, the other customer will acquire ownership to these data and documents.

When the SERVICE is Onix Work, the documents that the CUSTOMER has produced and registered in the SERVICE shall remain available for the CUSTOMER for a minimum period of 10 years as long as the CUSTOMER continues to use the SERVICE.

The CUSTOMER is entitled to receive their registered data if the agreement is terminated or if ONIX no longer operates the SERVICE. If the CUSTOMER wants consultancy help to transfer user data, such help from ONIX is provided on an hourly basis according to ONIX's applicable hourly rates at the time, which are set and amended in accordance with applicable industry standards.

2.16. DURATION

Each party can terminate the AGREEMENT. The termination of the AGREEMENT must be done in writing. Unless otherwise agreed, the written termination must be received by the other party at least 90 days prior to the end of current AGREEMENT period. The termination of the AGREEMENT shall not trigger any form of refund or compensation and the customer is liable to pay the entire current AGREEMENT subscription.

If the notice of termination is not issued in accordance with the provisions in the first paragraph, the AGREEMENT shall be automatically renewed for a new AGREEMENT period.

2.17. FORCE MAJEURE

If performance of the Agreement is fully or partly obstructed or made extremely difficult by circumstances outside either parties control, the parties obligations are suspended insofar as the circumstance is relevant and for as long as it lasts. Such circumstances include but are not limited to natural or man-made disasters such as earthquakes, typhoons, hurricanes, blizzards, strikes, lockouts and any other circumstances that fall under force majeure in Norwegian law.

2.18. CHOICE OF LAW AND SETTLEMENT OF DISPUTES

Any dispute concerning performance or construction of this agreement or the relationship between the CUSTOMER and ONIX in other respects is governed by Norwegian law with Stavanger Tingrett (district court) as the legal venue.

3. DATA PROCESSING AGREEMENT

3.1. OVERVIEW

1. the CUSTOMER has access to the personal data of various clients (hereinafter: 'DATA SUBJECTS');
2. the CUSTOMER wants ONIX to execute certain types of processing in accordance with the SERVICE;
3. the CUSTOMER has determined the purpose of and the means for the processing of personal data as governed by the terms and conditions referred to herein;
4. the CUSTOMER is hereby deemed to be the responsible party within the meaning of this paragraph DATA PROCESSING AGREEMENT;



3.2. PROCESSING OBJECTIVES

1. ONIX aims to process personal data on behalf of the CUSTOMER in accordance to the conditions stated in this DATA PROCESSING AGREEMENT. The processing will be executed exclusively within the framework of the Agreement, and for all such purposes, as may be agreed to subsequently.
2. ONIX shall refrain from making use of the personal data for any purpose other than as specified by the CUSTOMER. The CUSTOMER will inform ONIX of any such purposes which are not explicit in this DATA PROCESSING AGREEMENT or the AGREEMENT.
3. All personal data processed on behalf of the CUSTOMER shall remain the property of the CUSTOMER and/or the relevant DATA SUBJECTS.
4. ONIX shall take no unilateral decisions regarding the processing of the personal data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.

3.3. PROCESSOR'S OBLIGATIONS

1. ONIX shall warrant compliance with the applicable laws and regulations, including laws and regulations governing the protection of personal data.
2. ONIX shall furnish the CUSTOMER promptly on request with details regarding the measures it has adopted to comply with its obligations under this DATA PROCESSING AGREEMENT.
3. ONIX's obligations arising under the terms of this DATA PROCESSING AGREEMENT also apply to whomsoever processes personal data under ONIX's instructions.

3.4. TRANSMISSION OF PERSONAL DATA

1. ONIX may process personal data in countries outside the European Union. In addition, ONIX may also transfer personal data to a country outside the European Union provided that such country guarantees an adequate level of protection and it satisfies the other obligations pursuant to this DATA PROCESSING AGREEMENT.
2. Upon request, ONIX shall notify the CUSTOMER as to which country or countries the personal data will be processed in.

3.5. ALLOCATION OF RESPONSIBILITY

1. ONIX shall only be responsible for processing personal data under this DATA PROCESSING AGREEMENT, in accordance with the CUSTOMER's instructions and under the (ultimate) responsibility of the CUSTOMER. ONIX is explicitly not responsible for other processing of personal data, including but not limited to processing for purposes that are not reported by the CUSTOMER to ONIX, and processing by third parties and / or for other purposes.
2. CUSTOMER represents and warrants that it has expressed consent and/or a legal basis to process relevant personal data. Furthermore, the CUSTOMER represents and warrants that the contents are not unlawful and do not infringe any rights of a third party. In this context, the CUSTOMER indemnifies ONIX of all claims and actions of third parties related to the processing of personal data without express consent and/or legal basis under this DATA PROCESSING AGREEMENT.

3.6. ENGAGING OF THIRD PARTIES OR SUBCONTRACTORS

1. ONIX is authorised within the framework of the Agreement to engage third parties, without the prior approval of the CUSTOMER being required. Upon request of the CUSTOMER, ONIX shall inform the CUSTOMER about the third party/parties engaged.
2. ONIX shall in any event ensure that such third parties will be obliged to agree in writing to the same duties that are agreed between the CUSTOMER and ONIX.

3.7. DUTY TO REPORT

1. In the event of a security leak and/or the leaking of data, ONIX shall, to the best of its ability, notify the CUSTOMER thereof with undue delay, after which the CUSTOMER shall determine whether to inform the DATA SUBJECTS and/or the relevant regulatory authority. This duty to report applies irrespective of the impact of the leak. ONIX will endeavour that the furnished information is complete, correct and accurate.
2. If required by law and/or regulation, ONIX shall cooperate in notifying the relevant authorities and/or DATA SUBJECTS. The CUSTOMER remains the responsible party for any statutory obligations in respect thereof.
3. The duty to report includes in any event the duty to report the fact that a leak has occurred, including details regarding:
 - o the (suspected) cause of the leak;
 - o the (currently known and/or anticipated) consequences thereof;
 - o the (proposed) solution;



- the measures that have already been taken.

3.8. SECURITY

1. ONIX will endeavour to take adequate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised disclosure, deterioration, alteration or disclosure of personal data) in connection with the performance of processing personal data under this DATA PROCESSING AGREEMENT.
2. ONIX does not guarantee that the security measures are effective under all circumstances. ONIX will endeavour to ensure that the security measures are of a reasonable level, considering the sensitivity of the personal data and the costs related to the security measures.
3. The CUSTOMER will only make the personal data available to ONIX if it is assured that the necessary security measures have been taken. The CUSTOMER is responsible for ensuring compliance with the measures agreed by and between the Parties.

3.9. HANDLING REQUESTS FROM INVOLVED PARTIES

1. Where a Data subject submits a request to ONIX to inspect, or to improve, add to, change or protect their personal data, ONIX will forward the request to the CUSTOMER and the request will then be dealt with by the CUSTOMER. ONIX may notify the Data subject hereof.

3.10. NON-DISCLOSURE AND CONFIDENTIALITY

1. All personal data received by ONIX from the CUSTOMER and/or compiled by ONIX within the framework of this DATA PROCESSING AGREEMENT is subject to a duty of confidentiality vis-à-vis third parties.
2. This duty of confidentiality will not apply if the CUSTOMER has expressly authorised the furnishing of such information to third parties, where the furnishing of the information to third parties is reasonably necessary in view of the nature of the instructions and the implementation of this DATA PROCESSING AGREEMENT, or if there is a legal obligation to make the information available to a third party.

3.11. AUDIT

1. To confirm compliance with this DATA PROCESSING AGREEMENT, the CUSTOMER shall be at liberty to conduct an audit by assigning an independent third party who shall be obliged to observe confidentiality in this regard. Any such audit will follow ONIX's reasonable security requirements and will not interfere unreasonably with ONIX's business activities.
2. The audit may only be undertaken when there are specific grounds for suspecting the misuse of personal data, and no earlier than two weeks after the CUSTOMER has provided written notice to ONIX.
3. The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented accordingly as the case may be by one of the Parties or jointly by both Parties.
4. The costs of the audit will be borne by the CUSTOMER.

3.12. DURATION AND TERMINATION

1. This DATA PROCESSING AGREEMENT is entered for the duration set out in the AGREEMENT.
2. The DATA PROCESSING AGREEMENT may not be terminated in the interim.
3. This DATA PROCESSING AGREEMENT may only be amended by the Parties subject to mutual consent.
4. ONIX shall provide its full cooperation in amending and adjusting this DATA PROCESSING AGREEMENT in the event of new privacy legislation.

3.13. MISCELLANEOUS

1. The DATA PROCESSING AGREEMENT and the implementation thereof will be governed by Norwegian law.
2. Any dispute arising between the Parties in connection with and/or arising from this DATA PROCESSING AGREEMENT will be referred to the Stavanger Tingrett (district court).
3. In the case of any inconsistency between documents and the appendices thereto, the following order of priority will apply:
 1. the LICENCE & SERVICE AGREEMENT paragraph in this AGREEMENT
 2. the DATA PROCESSING AGREEMENT paragraph in this AGREEMENT
 3. additional conditions, where applicable
4. Logs and measurements taken by ONIX shall be deemed to be authentic unless the CUSTOMER supplies convincing proof to the contrary.