

MAESTRO SOFTWARE AGREEMENT

TERMS AND CONDITIONS

Rev. 10.05.2023

PART A DEFINITIONS

In all parts of the Agreement, the terms listed below shall be understood as follows:

- Agreement:** The Agreement means the Customer Agreement with associated annexes, where Maestro Soft's Service Level Agreement (SLA) and these Terms are two of the annexes. In addition, in some cases there will be separate associated Product Terms.
- API:** Application Programming Interface.
- Consulting assistance:** Consultant assistance means training, advice, technical assistance, etc. which are not covered by User Support or ordinary error correction.
- Customer:** The Customer shall mean the Customer specified in the Customer Agreement.
- Customer Agreement:** The Customer Agreement is a confirmation that specifies which Software, as well as Users and Modules and fees, that apply to the Customer's order. Any additional terms and conditions that may apply to the Software the Customer has ordered will also be attached to the Customer Agreement.
- Customer data:** Data belonging to the Customer (or the Customer's Users) that is processed by the Software.
- Documentation:** Documentation means Documentation that belongs to the Software, including but not limited to user guides, course Documentation, help Documents and information about the Software.
- Integrated application:** Software application from other than Maestro Soft, integrated with the Software using API provided by Maestro Soft
- License:** The License means the Customer's right to use Maestro Soft's Software as specified in the Agreement.
- Module:** A functional package in the Software. Modules are ordered separately and specified specifically in the Customer Agreement.
- Parties:** Parties shall mean Maestro Soft and the Customer.
- Product terms:** Product terms shall mean terms relating to a specific product or Module.
- Software:** Software means Downloadable Software and Software as a service from Maestro Soft. By Downloadable Software is meant software that the Customer can download from Maestro Soft's Website, and which is used without Maestro Soft overseeing the installation and operation of the Software. Software as a service means software that is delivered as an ongoing service over the Internet. This applies to Maestro Soft's Software as a service, as well as lookup and transfer/sharing services and other online services that Downloadable Software and Software as a service use.
- Terms and Conditions:** Terms and Conditions mean the provisions in this document.
- Users:** By Users is meant the Customer's employees who have the right to use the Software in accordance with the license.
- User Support:** User Support shall mean the help and assistance Maestro Soft provides in using the Software.
- Website:** The Website means Maestro Soft's websites on the internet.

PART B GENERAL TERMS

B.1 SOFTWARE

- B.1.1 The software is owned by Maestro Soft.
- B.1.2 Maestro Soft grants the Customer a right to use the Software as it is made available for download online, installed on the Customer's computer(s) under the Customer's control (Software installed on the Customer's computer(s) may contain components and integrations that use the Internet) or access to the Software as it is delivered from Maestro Soft as an ongoing service over the Internet.
- B.1.3 The Customer is granted a limited, non-exclusive, revocable, and terminable right to access and use the Software and associated Documentation.
- B.1.4 The license gives the Customer a right to use the Software in accordance with the Agreement. The Software is a standard software and is provided "as is". There are no specific versions or functionality linked at specific times to the Software, and these may change over time. The Customer will be able to access and use the Software and Documentation as it is available online at all times. If the Software is installed on the Customer's computer(s), the Customer is responsible for using a supported version of the Software.
- B.1.5 With Downloadable Software, the right of use may under no circumstances be transferred or assigned to anyone other than the Users, in whole or in part, without prior written consent from Maestro Soft.
- B.1.6 Maestro Soft will make new versions of the Software and associated Documentation available to the Customer. Information about updates, new versions etc. will be provided in the Software, on the Software's Website, online community or by e-mail.

B.2 API

- B.2.1 The Customer is granted a limited, non-exclusive, revocable, non-transferable and terminable right to use Maestro Soft APIs to integrate software applications not provided by Maestro Soft with the Software (Integrated Application).
- B.2.2 Maestro Soft's APIs are provided "as is", as described under B.1.4. Maestro Soft will endeavor to inform of changes to APIs in advance, but reserves the right to make modifications to or terminate Maestro Soft APIs, and/or support thereof, at its sole discretion and without obligation or liability as a result thereof. Modifications may require the Integrated Application to use a supported version of the Maestro Soft API.
- B.2.3 Maestro Soft reserves the right to charge for a Maestro Soft API, including making the right of use dependent on the payment of such fees.
- B.2.4 unauthorized use of the API may result in immediate inactivation of the User/Users or result in termination of the Agreement.
- B.2.5 The Customer may at any time terminate the right to use the API by ceasing to use Maestro Soft APIs.
- B.2.6 The Customer must ensure that the Integrated Application and associated systems, such as web servers and databases, are configured to provide suitable security through organizational, technical, and physical security measures. The configuration of the APIs is the Customers sole responsibility.

B.3 RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- B.3.1 Use the Software as Maestro Soft has indicated in the Documentation or otherwise.

- B.3.2 Use the Software and Documentation in accordance with the Agreement.
- B.3.3 Run necessary tests to ensure compatibility between the Software and other software/equipment/services that the Customer uses, before the Software and new versions of the Software are put into use. The same applies when replacing or updating the software/equipment/services that are integrated with the Software.
- B.3.4 The Customer is solely responsible for all use of the Software, including actions taken by Users and administration of Users, access or integration of third-party integrations. The Customer is solely responsible for the content and legality of Customer Data, and must not transfer or process harmful code, data or the like in or with the Software or use the Software for illegal purposes.
- B.3.5 The Customer is responsible for providing Maestro Soft with updated contact information, including a primary email address.
- B.3.6 Users are managed by the Customer and are the Customer's responsibility.

B.4 REMUNERATION

- B.4.1 The remuneration for the Software is in accordance with Maestro Softs price lists as stated on the Website, unless otherwise explicitly agreed in the Customer Agreement.
- B.4.2 Certain Programs and online services may be priced according to consumption.

B.5 INVOICING

- B.5.1 Maestro Soft invoices the Customer for the agreed remuneration according to this Agreement. All prices are quoted exclusive of VAT.
- B.5.2 Establishment fees are invoiced as soon as the Software is purchased.
- B.5.3 Fees for the annual licenses for Downloadable Software and User Support subscriptions are invoiced in advance upon establishment, and thereafter at the beginning of January each year.
- B.5.4 Med mindre annet er skriftlig avtalt, faktureres vederlag for øvrige produkter og Moduler deriblant, men ikke begrenset til; Programvare og oppslags- og delings-/overføringstjenester og andre netjtjenester som er prislagt etter forbruk, etterskuddsvis per kvartal. Unless otherwise agreed in writing, remuneration for other products and Modules including, but not limited to; Software and lookup and sharing/transfer services and other online services that are priced according to consumption, is invoiced in arrears per quarter.

B.6 PAYMENT TERMS

- B.6.1 All invoices for any charges under the Agreement are due and payable within 14 days of invoice date, unless otherwise agreed. In the event of late payment, default interest rate accrues in accordance with the law.
- B.6.2 In the event of late or missing payment from the Customer, Maestro Soft reserves the right to suspend the Customer's access to the Software and charge interest up to the maximum rate permitted by law. Unpaid invoices will be sent to collections. If the situation is not resolved within a reasonable time, Maestro Soft reserves the right to terminate the Customer's right to use the Software, section. D.6.4.

B.7 CHANGE OF FEES

- B.7.1 The Customer shall pay applicable fee as of the date the Agreement has been entered according to the Customer Agreement.

- B.7.2 Maestro Soft reserves the right to change the price, including the price model, with 3 months' notice. Such notification is nevertheless not necessary if the changes does not exceed the change in Statistics Norway's consumer price index (CPI), by delivery sector - Labor-dominated services since the previous price change. For Downloadable Software, the price change will take effect from January 1st. of the following year.

PART C DATA PROCESSOR AGREEMENT

Maestro Soft works purposefully to ensure that the Software complies with applicable privacy laws and regulations.

The Customer can request additional, non-public information about data processing from Maestro Soft. Please note that such requests may require a non-disclosure agreement. Maestro Soft reserves the right to bill its standard rates for such requests.

The Customer can contact Maestro Soft's Data Protection Officer at:
personvern@maestro.no

In connection with the delivery of Software and lookup, transfer/sharing services and other online services that the Software uses in accordance with Maestro Software Agreement, Maestro Soft processes personal data on behalf of the Customer in accordance with these Terms.

The Customer is responsible for the processing of Customer data, and is solely responsible for ensuring that the processing of personal data takes place in accordance with the Personal Data Protection Regulation (see Personal Data Protection Regulation Article 24), the applicable personal data protection provisions in Union law or the Member States' national law and these Terms and Conditions.

C.1 BACKGROUND AND PURPOSE

- C.1.1 Maestro Software is delivered both as Downloadable Software that is used without the data processor managing the installation, storage and operation of the Software, and as Software as a service that is delivered over the Internet with storage and operation in the cloud. Both Downloadable Software and Software as a Service use look-up and transfer/sharing services and other online services. In addition, the data processor provides User Support and Consulting assistance.
- C.1.2 For Software as a service and for lookup, transfer/sharing services and other online services that the Software uses, the data processor will be able to process and have access to the Controller's personal data in connection with storage, operation and error correction. The data processor will be able to carry out processing in the form of access, retrieval, conversion, storage, disclosure by transfer/copying, relocation, consultation and destruction.
- C.1.3 For Downloadable Software, the processing will take place in the Software that the data controller has licensed from the data processor, which is installed on site at the data controller or at the data controller's operating supplier. The data processor will therefore not have access for storage and operation, but only for error correction. Further details in the next section.
- C.1.4 For User support and Consulting assistance, the data processor will be able to process and have access to the Controller's personal data in connection with consultation and adaptation or

changes. Processing may take place in the data controller's or data processor's systems if necessary for the data processor's error correction, User support and consultancy assistance.

C.2 CUSTOMER DATA

C.2.1 Customer agrees to and/or guarantees as applicable by:

- i) The Customer instructs Maestro Soft to process Customer Data on behalf of the Customer only for the purpose and to the extent necessary for the fulfillment of the Maestro Software Agreement which gives the Customer the right to use the data processor's Software and lookup, transmission/sharing services and other online services which the Software uses, as well as user support and consultancy assistance.
- ii) The Customer is the owner of or otherwise has the right to transfer Customer Data, including personal data, to the Software for processing. The Customer is responsible for the accuracy, integrity, content, reliability and legality of such data, including its use.
- iii) It is the Customer's duty as data controller to notify, to the extent required by applicable law, processing and violations to relevant supervisory authorities and/or the data subject.
- iv) The Customer must document, inter alia, the types and categories of registered and categories of personal data that are processed, in accordance with any requirements from applicable privacy laws.

C.2.2 Maestro Soft is a data processor for customer data, and agrees to and/or guarantees the following:

- i) To process customer data only in accordance with the Customer's instructions in section C.2.1 i) above.
- ii) To comply with advice and directives from the relevant supervisory authorities.
- iii) That Maestro Soft has the right and duty to make decisions about which technical and organizational security measures are to be implemented in order to establish the necessary security level and implement these measures for the Software, lookup, transfer/sharing services and other online services that the Software uses, as well as User Support and consulting assistance. The data processor has established a security policy, which is regularly updated, to ensure that this responsibility is taken care of in a good way. The security policy is available on request.
- iv) Maestro Soft must inform the Customer without undue delay if it becomes aware of a breach of the Personal Data Act with a reasonable degree of certainty.
- v) Maestro Soft must, within its obligations as a data processor under current personal data legislation, assist the Customer in its role as data controller, by appropriate organizational and technical measures, as far as possible and with regard to the nature of the processing and information available to Maestro, including assisting the Customer by answering requests in connection with the exercise of the data subject's rights, and by providing information that is necessary to show compliance with the current Personal Data Act. Maestro Soft reserves the right to bill its standard rates for such assistance.
- vi) When Maestro Soft's legal basis for processing customer data expires, Maestro Soft shall delete all personal data, unless there is another processing basis for continued processing, or Maestro Soft and the Customer agree otherwise. Such changes must be documented and kept in writing, including electronically, together with the Terms and Conditions.
- vii) That Maestro Soft must immediately notify the Customer of any request for dissemination, access or disclosure of data received directly from the data subject, and from public authorities, unless Maestro Soft is legally prevented from doing so.

Maestro Soft will not respond to such requests unless the Customer has authorized it. Maestro Soft will only disclose customer data to public authorities in connection with compliance with legally binding orders, such as a court order or search warrant;

- viii) Processing of personal data under this Agreement cannot, without the Customer's prior written approval, take place in locations other than within the EU/EEA.
- ix) If the transfer of personal data to third countries or international organisations, which Maestro Soft has not been instructed by the Customer to carry out, is required in accordance with Union law or the national law of the Member States to which Maestro Soft or its sub-processors are subject, Maestro Soft shall inform the Customer of the said legal requirements before the processing, unless this law prohibits such notification due to important public interests.

C.3 USAGE DATA

- C.3.1 Usage data are various types of data that are generated when using the Software. This data is used by Maestro Soft to protect data and the Software, deliver, maintain, develop and market the Software. The customer gives Maestro Soft the right to use usage data owned by the customer as specified under section C.3.
- C.3.2 Usage data includes: i) technical information and traffic data, such as type of operating system, type of browser and IP address, ii) aggregated customer or user-generated data, iii) non-aggregated customer or user-generated data, such as context and content in support cases, security logs and the like and iv) limited production data, such as images, files or databases from Customer Data in certain cases and subject to strict security measures.
- C.3.3 If usage data contains personal data, such as e-mail or IP address, or information about the Customer, such as name or organization number, Maestro Soft is the data controller based on legitimate interest, and must implement reasonable technical and organizational security measures to achieve level of security as appropriate in relation to the risk in the treatment. Usage data is not used for any purpose which by law would require consent from the data subject.
- C.3.4 Production data is limited in each case in relation to scope, access and time, and subject to appropriate security measures. Limited production data is only used for the following purposes; i) improvement of service and user experiences, for example by analyzing aggregated usage patterns, ii) development and testing, for example by analyzing aggregated usage patterns, improving user experience, operational tests of new or updated services or technical feasibility and iii) security and related purposes, for example event registers and the like to prevent, investigate and document security problems and incidents and to improve the security of the Software.

C.4 SUBCONTRACTORS:

- C.4.1 Maestro Soft may use other Maestro companies and third-party subcontractors for the delivery and development of the Software, including the processing of personal data and/or usage data. Maestro Soft will always enter into a data processing agreement with subcontractors to fulfill the obligations set out in this Agreement.
- C.4.2 Maestro Soft must ensure that the obligations imposed on Maestro Soft through the Agreement are complied with by subcontractors. Maestro Soft is fully responsible for the execution of the subcontractor's tasks, in the same way as if Maestro Soft itself was responsible for the execution.
- C.4.3 updated list of subcontractors is available on the Website at all times.

C.5 NOTICE OF CHANGE IN SUB-DATAPROCESSORS:

- C.5.1 Maestro Soft will notify the Customer in writing of any planned changes concerning the addition or replacement of sub-processors with at least 3 months' notice.
- C.5.2 The Customer may submit written objections to the use of a subcontractor on reasonable grounds within one (1) month of receiving notice and provide a more detailed explanation, especially where the Software is delivered as standardized online services. In some cases, the Customer may not be able to reserve against the use of subcontractors, in which case the Customer may terminate the Agreement in accordance with section D.6.

C.6 PROCEDURE FOR THE CUSTOMER'S AUDITS, INCLUDING INSPECTIONS. OG THE PROCESSING OG PERSONAL DATA ENTRUSTED TO MAESTRO SOFT:

- C.6.1 The Customer can appoint an independent representative to carry out the audit and physical inspection on behalf of the controller.
- C.6.2 Maestro Soft must be given reasonable notice of the audit.
- C.6.3 The purpose of the audit shall be to establish that Maestro Soft complies with the Personal Data Protection Ordinance, applicable provisions on the protection of personal data in Union law or the Member States' national law and the Terms and Conditions. The data processor must be given access to and the opportunity to comment on any negative findings and the audit report before it is communicated to the data controller.
- C.6.4 The independent representative must sign a standardized confidentiality declaration before the audit starts.
- C.6.5 Based on the results of the audit, the Customer may demand that measures shall be implemented to ensure that the Personal Data Protection Regulation, applicable provisions on the protection of personal data in Union law or the Member States' national law and the Terms and Conditions are complied with.
- C.6.6 Work and costs in connection with an audit etc. are regulated by the Terms and Conditions section D.9.3.

PART D SUPPORTING TERMS

D.1 LIMITED LIABILITY FOR ERRORS IN THE SOFTWARE

- D.1.1 Maestro Soft will use commercially reasonable measures to ensure that the Software functions substantially as described in the Documentation during the contract period, provided that it is correctly configured and updated to a supported version. The Customer acknowledges that the Software will not be completely free of errors and that improving the Software is a continuous process. Maestro Soft makes no guarantee that the Software will meet all the Customer's requirements, function flawlessly with the Customer's choice of equipment, systems, configurations, adaptations or integrations that are not provided by Maestro Soft, or that are delivered over the Internet, or will be uninterrupted.
- D.1.2 Should the Customer discover errors in the Software, these must be reported to Maestro Soft as soon as possible and without undue delay after discovering this in order to retain the right to complain. If the Software does not function in accordance with what is stated in the limited warranty in section D.1.1, Maestro Soft shall correct errors and deficiencies in the Software at its own expense.
- D.1.3 If the error or deficiency is significant, which means that the Customer's ability to use the Software is significantly reduced, the Customer has the right to terminate the right to use the

affected Software if Maestro Soft does not correct the error or deficiency within a reasonable time. A refund claim will then arise for the period in which the Software was affected by the error.

- D.1.4 Apart from what is expressly stated here, the Customer shall not make further claims against Maestro Soft related to complaints.
- D.1.5 Links to other websites that appear in the Software or Documentation, but are not owned by Maestro Soft, are provided for service purposes.
- D.1.6 Maestro Soft's responsibility for error correction is further regulated in Maestro Soft's SLA, which is available on the Website.

D.2 LIABILITY

- D.2.1 Maestro Soft is not responsible for data belonging to the Customer (or the Customer's Users) processed by the Software (for example customer databases, production data and documents), including content, ownership and legitimacy, or for use or other activities performed on customer data by the Customer, or which is otherwise beyond Maestro Soft's control.
- D.2.2 Neither party will be responsible for delays or neglected performance arising from or in connection with force majeure, including operations and legislation relating to the internet and large market fluctuations. If the force majeure situation should persist for a period longer than 3 months, the Parties may terminate the Agreement with 3 months' notice. In connection with force majeure situations, the Parties have a mutual duty of information. Such information must be provided as soon as possible.
- D.2.3 Under no circumstances will Maestro Soft be liable for any indirect loss or damage incurred in connection with a breach, including but not limited to loss of customer data, production, revenue or profits or third party claims or government sanctions.
- D.2.4 The Parties' overall liability under the Agreement is limited to the agreed license fee for the last 12 months for the affected Software.
- D.2.5 Maestro Soft will take care to ensure the secure transfer of information between the Customer and the service, nevertheless the Customer acknowledges that the internet is an open system, and Maestro Soft cannot guarantee that third parties cannot or will not intercept or change data.

D.3 INTELLECTUAL PROPERTY

- D.3.1 The Customer acknowledges that the following are to be considered Maestro Soft's intellectual property ("Maestro Soft's Intellectual Property"):
 - i) The Software and any creation, product or service related to it, including software, databases, designs, interfaces, algorithms, ideas, concepts, sketches, diagrams, technical data, tables and the like, regardless of whether this enjoys protection under copyright law for intellectual property etc. (Intellectual Property Act) or other laws, and regardless of whether this has been produced orally, in writing or in another way, as well as the time and place of production, which Maestro Soft, its employees or its subcontractors have produced in whole or in part, as it exists at the time of the agreement and is further developed;
 - ii) Any trademark, logo or name of the Software and product name that Maestro Soft uses and/or is the registered owner of; and
 - iii) "Maestro Soft" and other company names used by Maestro Soft, including all names beginning with "Maestro"

iv) The Customer acknowledges that Maestro Soft has exclusive rights to Maestro Soft's Intellectual Property.

D.3.2 The Customer shall: i) Not cause or allow infringement of Maestro Soft's Intellectual Property or assist or allow others to do so, ii) give Maestro Soft notice of infringement or suspected infringement of Maestro Soft's Intellectual Property, including but not limited to unlicensed use of the Software, notice must be given as soon as the Customer becomes aware of or suspects such infringement, iii) not without Maestro Soft's written consent use or seek to register any name, trademark or domain name that includes, resembles or may be confused with the entire or parts of Maestro Soft's Intellectual Property. This provision also applies after the end of the agreement period, iv) not translate, process or change the Software or documentation, or decompile or carry out reverse development of the Software; and v) not use Maestro Soft's Intellectual Property and other rights belonging to Maestro Soft beyond what follows from the Agreement or written consent from Maestro Soft.

D.3.3 If the Customer infringes Maestro Soft's intellectual property rights to the Software, the Customer must pay a maximum amount equivalent to 50G (the Basic Amount). Maestro Softs has the right to demand compensation for its documented loss for infringement of Maestro Softs Intellectual Property, including rights to the Software, in addition.

D.4 CONFIDENTIAL INFORMATION

D.4.1 By Confidential Information is meant any information that the Parties become aware of in connection with the Agreement and its implementation, including, but not limited to, technical, financial or commercial information, and regardless of whether a Party has designated this as confidential.

D.4.2 The Parties may not share Confidential Information with a third party, without the written consent of the other Party, or use the information for purposes other than what follows from the Agreement.

D.4.3 Confidential Information does not include information i) that is or is made publicly available in other ways than by a Party's breach of this Agreement, ii) that the party can show was in its possession before this Agreement was entered into, iii) that is received from a third party without breach of confidentiality, or iv) which is independently developed by the party without breach of this Agreement.

D.4.4 Maestro Soft will not make Customer Data available to third parties in any way other than described in this Agreement except for: i) to comply with applicable law, regulation or directive, ii) to investigate or prevent serious security threats or fraud, and iii) by reorganization, merger, sale or purchase of all or part of Maestro Soft, or the Maestro group. In all such cases, Maestro Soft will ensure that all parties involved in such information exchange comply with the obligations set out here by using a suitable confidentiality agreement. Where the information must be disclosed in accordance with law or regulation, the presenting Party shall notify the other Party before such disclosure takes place, unless such notification is not permitted by law or regulation.

D.4.5 Maestro Soft may disclose Confidential Information to other companies in the Maestro group, partners or subcontractors to the extent required to deliver the Software and to comply with its obligations in these terms.

D.4.6 Each of the Parties is responsible for their employees, subcontractors and other parties acting on behalf of the Parties processing Confidential Information in accordance with this or similar confidentiality agreements.

D.4.7 The confidentiality obligations specified in the Agreement are not time-limited and thus also apply after the Agreement ends, unless otherwise agreed in writing between the Parties.

D.5 INDEMNIFICATION FOR COPYRIGHT

D.5.1 Maestro Soft shall indemnify the Customer against any claim, including reasonable and necessary legal fees and legal costs, from a third party that the Software infringes copyright or other intellectual property rights, provided that the Customer cooperates with Maestro Soft at Maestro Soft's expense, and provides Maestro Soft full control over the legal process and settlement. However, this does not apply if the infringement is due to the Software being used in breach of or in breach of the Agreement, including if the claim arises from use, modification, integration or adaptation of the Software which has not been carried out by Maestro Soft.

D.5.2 The Customer must give Maestro Soft written notice of such a claim as soon as it is made.

D.5.3 If such infringement occurs, Maestro Soft shall, at its own discretion: i) ensure the Customer's continued right to use the Software, ii) change the Software so that it no longer infringes the rights of third parties, iii) replace the Software or the part of the Software that involves an infringement with other software/service that fulfills the same functions; or iv) repay the Customer the license fee for the applicable remaining prepaid license period.

D.6 DURATION AND TERMINATION

The Customer can terminate the contractual relationship or individual Software (including Users and Modules) in accordance with the following terms:

D.6.1 The Parties may terminate the Agreement with 3 months' written notice.

D.6.2 For Downloadable Software, the notice period is the 30th of September for the following calendar year.

D.6.3 In the case of Software delivered as a service over the Internet, certain products and modules may have their own terms of termination.

D.6.4 Maestro Soft may, after written notice, terminate the Agreement with immediate effect in the event of delayed payment beyond 30 days.

D.6.5 The Parties may terminate the Agreement with immediate effect if i) the other Party materially breaches the Agreement and does not remedy the breach within a reasonable time after notification of this, or ii) the other Party goes bankrupt, initiates bankruptcy proceedings, is the subject of composition negotiations or is insolvent in other ways.

D.6.6 The Customer may terminate the Agreement with immediate effect if the Agreement would be in breach of the law, the Customer's independence or professional rules. If it is suspected that such a situation will arise, the Customer must immediately notify Maestro Soft, unless such notification is not possible.

D.6.7 In addition, the Customer may terminate all or part of the Agreement as described in section D.1.3.

D.6.8 In the event of termination on grounds other than listed in section D.6.1 - D.6.3, Maestro Soft will exempt the Customer from payment of the agreed license fee for the period the Customer will not make use of the Software.

D.6.9 Upon termination and/or expiry of the Software Agreement, the Customer is himself responsible for storing his data. Maestro Soft will, on request, assist with the transfer of the Customer's data back to the Customer or a new supplier as far as possible. The work will be billed as consulting assistance and data storage according to Maestro Soft's price list as it is available on the Website at all time.

D.7 ASSIGNMENT

D.7.1 Maestro Soft has the right to transfer all or part of the Agreement to a third party as long as Maestro Soft can demonstrate that such third party has sufficient competence, resources and financial means to undertake the obligations under the Agreement. The Customer can object to such a transfer if there is a factual reason.

D.8 SECURITY AND AUDITS

D.8.1 The Customer's internal and external auditors and the Norwegian Financial Supervisory Authority have the right to demand information and reporting, and have the right to access and to demand information about Maestro Soft's operations, to the extent that it is relevant for the services provided under the Agreement. This right applies similarly to Maestro Soft's subcontractors. The right to audit and control will be linked to Maestro Soft's compliance with legal and contractual obligations, the performance of the service and Maestro Soft's business in general as far as it is linked to the service delivery.

D.8.2 The Customer's need for access is primarily sought to be met through access to independent audit arrangements, such as SOC I, II and III reports, ISO certifications, etc. If the Customer's statutory obligations to provide risk management and internal control with outsourced operations are not satisfactorily covered through independent audit arrangements or other documentation from Maestro Soft, an on-site audit can be carried out.

D.8.3 Implementation of the right of access: The time and scope of the audit must be agreed between the Parties before access is granted. The Customer's carrying out of the audit or inspection requires a signed non-disclosure agreement. Information regarding the Customer's competitors, Maestro Soft's business secrets and other Customer data will in all cases not be covered by the right of access.

D.8.4 Reasonable expenses for work and costs in connection with audit and control as mentioned in sections D.8.1 and 8.3 shall be compensated by the Customer according to the time elapsed as consultancy assistance, as shown in Maestro Soft's price list as it is available on the Website at all times. Remuneration for inspection of documentation as mentioned in section D.8.2 is agreed separately but will usually be free of charge in regard to Maestro Soft's own documents.

D.9 AVAILABILITY AND USER SUPPORT

D.9.1 Maestro Soft's availability guarantee, maintenance windows and options for support and User Support are described in Maestro Soft's SLA which is available on the Website. Maestro Soft will provide operational support free of charge. Help and assistance in using the Software, including setup and installation, is referred to as User Support. Assistance for professional issues or the like is not covered by User Support.

D.9.2 In the event that Maestro Soft believes that an inquiry is not covered by User Support, Maestro Soft must inform the Customer in order to retain the right to invoice.

D.9.3 Unless otherwise agreed in the Customer Agreement, the following applies:

Maestro Soft offers a separate User Support subscription.

If a User Support subscription has not been signed, the Customer pays for User Support by hourly rates.

Prices are stated on Maestro Soft's price list at the Website.

D.10 CONSULTANT ASSISTANCE

D.10.1 SCOPE

Maestro Soft offers Consulting assistance for the Software.

Consultant assistance may, for example, include in-house courses, special adaptation, reconstruction of data, assistance with the development and maintenance of integrations, preparedness, closure activities and other technical assistance.

The Consultancy assistance must be carried out by Maestro Soft in accordance with what has been agreed and confirmed in the assignment agreement, and must be carried out professionally and efficiently, with normal good quality. Documentation (technical and user documentation) is only included if stated in the assignment agreement.

The Customer must cooperate loyally during the entire assignment.

Maestro Soft does not guarantee that the execution of the Consultant's assistance will lead to the result the Customer expects.

D.10.2 INTELLECTUAL PROPERTY

The Customer does not have the right to use the result of the Consultant's assistance in other ways, or in other contexts than what is stated in the assignment agreement, without prior written consent from Maestro Soft.

Unless otherwise agreed, Maestro Soft retains all rights, including copyright and other intellectual property rights, to the result of the project and the project material.

D.10.3 REMUNERATION

Consultant hours are invoiced according to elapsed time and any additional travel costs in connection with assignments in accordance with Maestro Soft's currently applicable hourly or daily rates. Travel time is remunerated at 50% of the current hourly rate.

D.10.4 LIABILITY

Maestro Soft is responsible for rectifying any errors or deficiencies free of charge that are due to the company not having fulfilled its obligations under the assignment agreement, provided that unreasonable costs will not be incurred and it is not due to the Customer's circumstances or force majeure.

The rectification obligation presupposes that the Customer has complained in writing without unjustified delay. The maximum deadline for complaints is 1 month after the Consultant's assistance has been carried out.

Maestro Soft is not responsible for the Customer's possible operating losses or secondary losses as a result of the Consultant's assistance. The Customer's claim under the Agreement is limited to price reductions for Consultant assistance where Maestro Soft does not fulfill the specified rectification obligation, or if Maestro Soft has shown gross negligence or intent.

D.11 GOWERNING LAW

D.11.1 Any dispute relating to the Agreement shall be settled according to Norwegian law. Any disputes arising from the Agreement shall finally be settled in the District Court of Oslo, Norway.

D.11.2 Unless otherwise required by invariable legislation, the Customer hereby waives the right to raise objections to the choice of venue.

D.12 PRIORITY

In the event of a conflict between the Agreement and its associated appendix, the following principle of interpretation shall be used as a basis: The Customer Agreement takes precedence

over the SLA and the Terms, and the Terms take precedence over the SLA. In cases where there are specific Product Terms, these will take precedence over the Terms.

D.13 CHANGES

Maestro Soft can change the Terms with 3 months' notice. The Terms will always include the date of the last update.