

Adiles Cloud Services – Framework agreement - A02

Undersigned:

1. The limited company Adiles AS, established at (5132) Nyborg - Bergen at the 49 Litleåsveien, hereby represented by Mr G. Heggertveit, hereinafter called “**Adiles**”;
2. The limited company (user of the service provided), hereinafter called “**Customer**”;

Considering the following:

- a) Adiles provides a wide range of IT services, all this further elaborated in its products and services catalogue.
- b) Customer wishes to purchase a part of this service provision, all this as further stipulated in the subscription card (order confirmation or invoice)
- c) Possible that Customer in future also wish to purchase other services from the products and services catalogue of Adiles. Adiles is in principle prepared to also provide these other services to the Customer.
- d) Parties have reach agreement on the conditions under which these services will be provided. These conditions also apply for the possible future services that the Customer purchases, with the understanding that by that time additional or deviating conditions can be agreed upon.
- e) Parties wish to record this agreement in this agreement.



Article 1. Definitions

- 1.1 Additional agreements: the summary of additional/deviating agreements as attached to this agreement.
- 1.2 Subscription card: the summary of the products and services purchased by the Customers as attached to this agreement, in accordance with the associated service descriptions and the corresponding duration and prices.
- 1.3 General conditions: Adiles Standard sales and delivery terms, published at www.adiles.no.
- 1.4 Processing agreement: the processing agreement as attached to this agreement.
- 1.5 Product and service description (PSD): the (further) specification of the functional and technical specification of the products and services purchased by the Customers based on the Subscription card, which description can be added to this agreement as attachment, and which specifications can change from time to time in accordance with what is stipulated in article 6.5.
- 1.6 Products and services catalogue (PSC): the then actual summary of all products and services that can be supplied by Adiles, as published and updated from time to time on the website of Adiles.
- 1.7 Service Level Agreement (SLA): the additional agreement regarding Support and where the performances to be conducted by Adiles are elaborated, depending on the applicable Service Levels.
- 1.8 Service Levels: the specific agreements in relation to the level of support to be realised by Adiles, including the moment when Support is given, all this as stipulated in the subscription card, the additional agreements and the possible applicable product and service description (PSD).
- 1.9 Support: all services that must be provided by Adiles in accordance with the Service Level Agreement and with consideration of the Service Levels in the context of management and maintenance of the products and services supplied by Adiles, as answering users questions, maintenance of software, arranging back-ups, taking (other) measures to improve the availability of software and data (such as alternative) and all other services that are not related to the primary obligation (such as hosting and the granting of licences).

Article 2. General

- 2.1 This agreement is subject to the General Conditions. The general (purchase) conditions of the Customer do explicitly not apply, not even if the Customer refers to this in (further) documentation.
- 2.2 Customer declares by undersigning this agreement that he is aware of the General Conditions and that he accepts the applicability thereof.
- 2.3 In case of possible contradiction between the different documents that are part of this agreement, the following order applies:
 - The additional agreements;
 - The subscription card;
 - The Service Level Agreement (SLA);
 - The product and service descriptions;
 - This Agreement;
 - The General Conditions;



Article 3. Service provision

- 3.1 For the duration of this agreement Adiles will supply to the Customer the products and services specified in the Subscription cart.
- 3.2 If and insofar Product and service descriptions (PSD) and/or additional agreements are attached to this agreement, the products and services specified on the Subscription card will comply with these descriptions. In the absence of such documents the specifications mentioned on the Subscription card will apply.
- 3.3 No rights or obligations can be derived from the specifications in the Products and services catalogue (PSC).
- 3.4 To be able to use the products and services of Adiles the Customer must have an active internet connection with sufficient capacity. The responsibility for the selection of the internet provider and the type of subscription (including the offered capacity) is with the Customer. Adiles will, if requested, further advise the Customer about the technical requirements to which the internet connection must comply. Adiles does not guarantee the performances of a possible internet provider and/or type of subscription recommend by Adiles.

Article 4. Support

- 4.1 Adiles only provides Support if and insofar that is mentioned on the Subscription card or Additional agreements.
- 4.2 In occurring case Support is provided in accordance with the provisions in the Service Level Agreement and with consideration of the Service Levels.
- 4.3 Customer will only submit all requests regarding Support in accordance with the relevant procedures as described in the SLA and conform the relevant applicable conditions.
- 4.4 The SLA can be adjusted from time to time by Adiles (e.g. due to changed working methods). The adjustment of the SLA will not relate to the Service Levels agreed with the Customer. Adiles will always send the updated version of the SLA to the Customer with any adjustment or notify the Customer otherwise about (location of) the latest version of the SLA, at which moment the validity of the previous version of the SLA expires.
- 4.5 If Adiles wants to implement an adjustment in the SLA that is related to the Service Levels agreed with the Customer, Adiles will inform the Customers of this in writing, at least three months beforehand. If the Customer does not agree with this intended adjustment, the Customer has the right to terminate the agreement in accordance with article 7.4. If this Customer does not use this right to terminate, the Customer is considered as having accepted the intended adjustment.



Article 5. Prices and payments

- 5.1 The remunerations for the products and services to be supplied based on this agreement are mentioned in the Subscription card and (insofar applicable) the Additional agreements.
- 5.2 Customers owes the remunerations for the products and services to be supplied based on this agreement at the following moments:
 - i.) One-of remunerations: within 14 days after invoice;
 - ii.) Periodical remunerations: within 14 days after invoice.
- 5.3 Possible, at the request of the Customer, additional performed services, including Support outside the timings agreed in the Service Levels, are owed by the Customer based on recalculation against the subscription card included in the attachments. The owed remunerations for these services will be charges at the same time as the next periodical remuneration.
- 5.4 Adiles has the right to adjust its tariffs and prices once a year on 1 January. Adiles will notify the price adjustments to the Customer in writing, at least three months beforehand.
- 5.5 If the price adjustment as meant in the previous paragraph leads to a price increase of more than 6% for a part of the services or for all services, the Customer has the right to cancel the agreement for that part with consideration of the provision in article 7.4. The previous is not applicable if the price increase is a result of price adjustments of suppliers of Adiles.

Article 6. Adjustments of existing agreement

- 6.1 The subscription card and the Additional agreements can be changed interim in mutual consultation, with the understanding that Adiles is not obliged to grant its cooperation to such adjustment.
- 6.2 With any adjustment the Subscription card and (possibly) the Additional agreements will be adjusted accordingly and enclosed to this agreement as new attachment.
- 6.3 Additional services will be immediately purchased, unless agreed otherwise.
- 6.4 Adjustments that concern the discontinuation of certain services, that what is stipulated in article 7 regarding termination applies, unless parties agree otherwise.
- 6.5 Adiles has the right to adjust the Product and Service description interim, for example due to developments in the technique or due to adjustments implemented by suppliers of Adiles. In occurring case Adiles will inform the Customer about the adjustment and publish the updated version of the PSD on its website.
- 6.6 If an adjustment as meant in the previous paragraph leads to a substantial reduction in functionality or performances or otherwise substantially affects the performances that the Customers may expect of Adiles, the Customer has the right to terminate the agreement for the relevant products/services with consideration of article 7.4. The previous does not apply if the adjustment is directly related with adjustments that have been implemented by suppliers of Adiles (by “further providing” of services).



Article 7. Duration

- 7.1 The initial duration of the services to be performed by Adiles are mentioned in the Subscription card, in case of absence thereof, a duration of 12 months applies.
- 7.2 After the duration has lapsed, the duration for the relevant services will be automatically renewed always for the duration of 12 months, unless stated differently in the Subscription card.
- 7.3 Both parties have the right to terminate the agreement in writing against the then actual end date, with consideration of a notice period of three months.
- 7.4 In the situations as meant in the articles 4.5, 5.6 and 6.6, a notice period of one month applies in deviation to the previous paragraph. This shortened notice period is only applicable on the products/services on situations on which the aforementioned articles apply.
- 7.5 A termination can also be related to a part of the services to be supplied based on this agreement.
- 7.6 This agreement will automatically be terminated if the duration of all services that are mentioned on the Subscription card have expired, with the understanding that the (included in the General Conditions) Confidentiality remains in full force.

Article 8. Transfer of rights and obligations

- 8.1 Adiles has the right to transfer the rights and obligations under this agreement to a third party without approval of the Customers. The Customer will grant all necessary cooperation to such a transfer.
- 8.2 The Customer does not have the right to transfer his rights and obligations under this agreement to a third party.

Article 9. Applicable law and authorised court

- 9.1 All disputes will exclusively be settled by the court of Bergen Tingrett.
- 9.2 This agreement is exclusively subject to Norwegian law.



Adiles AS •

Litleåsveien 49 • 5132 Nyborg • Bergen / Norway

+47 920 36 024 • post@adiles.no • www.adiles.no •