



PLEASE REVIEW THE FOLLOWING CONDITIONS PRIOR TO SUBMITTING YOUR APPROVAL AND ACCEPT OF THE SERVICES AND PRODUCTS PROVIDED BY NETCONNECT THROUGH NETCONNECT AS' TEAM PORTAL.

NETCONNECT HAS SET UP TEAM PORTAL AS A SERVICE IN ORDER TO PROVIDE ITS CUSTOMERS WITH QUALITY TOOLS, APPLICATIONS AND TEMPLATE DOCUMENTS FOR PROJECT PLANNING AND IMPLEMENTATION. THE NETCONNECT SERVICE CONTAINS BOTH NETCONNECT® PRODUCTS AS WELL AS NETCONNECT LICENSED © PRODUCTS PROVIDED BY THIRD PARTIES AS A PART OF THE TEAM PORTAL.

ANY USE OF THE SERVICES, PRODUCTS AND OTHER CONTENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AS WELL AS SUPPORTING TERMS AND CONDITIONS FOR EACH NETCONNECT OR LICENSED PRODUCT WITHIN TEAM PORTAL.

BY ACCEPTING THESE CONDITIONS YOU AGREE TO BE A NETCONNECT CUSTOMER.

Article 1. Definitions

In these Conditions the following definitions are being used, singular as well as plural.

- 1.1 **Conditions:** these terms and conditions, irrespective of the form in which these terms and conditions are presented to the Customer.
- 1.2 **NETCONNECT or the Provider:** the private company with limited liability NETCONNECT AS, Commercial registration no. 991 674 446, having its registered offices at Karenslyst Allé 2, 0278 Oslo, Norway or its suppliers of services.
- 1.3 **Client, customer or you:** the party either acting in the course of a business or profession or as a private person, to whom the offer of NETCONNECT is submitted, or with whom NETCONNECT has entered into an agreement or on behalf of whom the juristic act based upon which the Products or Services will be delivered is or will be executed.
- 1.4 **Services:** all activities, Services and Products which are subject to any offer, proposal, agreement or any other contract or juristic act between NETCONNECT and the Customer through the Team Portal.

Article 2. Applicability

- 2.1 The Conditions shall cover and form part of all offers, proposals, agreements and other juristic acts, either made orally, in writing, electronic or in any other form, concerning the deliverance by NETCONNECT of Products and/or Services to or on behalf of the Customer.
- 2.2 The Conditions also apply to Products and/or Services partly or wholly obtained by NETCONNECT from a third party and which are, either processed or not, delivered to the Customer, as well as to Products and/or Services required for the execution of the offer, proposal, agreement or any other juristic act delivered to the Customer on NETCONNECT's instruction.
- 2.3 Deviations from the Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing between NETCONNECT and the Customer. In case of direct conflict between this Conditions and any applicable specified Service related Agreements, the specified Service related agreement shall prevail.
- 2.4 NETCONNECT explicitly rejects any applicability of any general (purchase) conditions used by the Customer.
- 2.5 If and to the extent that any provision contained in these Conditions should prove not valid for whatever reason, the other provisions of these General Conditions shall remain in full force and effect. NETCONNECT and the Customer shall negotiate a new provision that shall approximate the contents and the scope of the original provision as closely as possible.

Article 3. Offer and agreement; revocation by the Customer

- 3.1 All offers are valid for the period as mentioned in the offer concerned. If no period is mentioned, the offer will be valid for fourteen (14) days after the day on which the offer was submitted.
- 3.2 An agreement shall have been concluded as soon as NETCONNECT accepts the Customer's order by e-mail confirmation or on the moment NETCONNECT starts executing the Customer's order. Nevertheless, NETCONNECT can at its sole discretion reject any order within 72 hours after such confirmation has been sent.

Article 4. Reseller and Agents

- 4.1 No application for services can be submitted on your behalf by a Reseller or an Agent (e.g. a NETCONNECT licensed Reseller or Agent). All applications must be done by the customer themselves.
- 4.2 If you, as a Reseller or an Agent submit an application for a service on behalf of someone else, you may not submit such application without the written approval of all applicable contractual terms from the user of such services. Breach of this term shall entitle NETCONNECT to cancel your request or order. If repeated breach of this term occurs, NETCONNECT is entitled to terminate your Reseller or Agent Agreement.
- 4.3 NETCONNECT will not refund fees paid by you or the Reseller or Agent, for any reason including, but not limited to, the failure of you or your agent to comply with the terms and conditions of this Agreement, the provision of inaccurate information in the application process by you or your Reseller or Agent.

Article 5. Prices, fees and variations

- 5.1 All prices and fees mentioned by NETCONNECT are in the local currency together with the equivalent thereof in EUROS, unless explicitly otherwise stated.
- 5.2 All prices and fees are excluding value-added tax (VAT) and any other taxes or government levies, unless explicitly otherwise stated.
- 5.3 The Customer will pay NETCONNECT's invoices within the term specified on the invoice concerned. If no term has been specified, the invoice must be paid within 14 days after the date of invoice. The Customer shall not be entitled to any postponement, set-off or reduction outside the scope of its rights in this respect under mandatory law.
- 5.4 All payments by the Customer to NETCONNECT shall first be applied against the oldest of any outstanding invoices, irrespective of any other indication by the Customer.
- 5.5 Payment shall either be carried out by paper invoice or by credit card. NETCONNECT can solely decide or change means of payment without serving any notification to the customer.
- 5.6 If the Customer fails to pay an invoice within the term of payment, the Customer is in default without a warning or notice of default being required. From the time at which the Customer shall be in default until the day of payment in full, interest shall accrue on the outstanding amount at the statutory rate.
- 5.7 If payment is delayed, a 1% interest charge will be incurred on overdue payments for each month started or at that time extra fee according to currently applicable law or debt collection regulation. If no applicable law defines the scope of fees, the extra fee will be 15 EUROS or the equivalent in local currency.
- 5.8 If the Customer continues to be in default in his obligation to pay the outstanding invoice with accrued interest, NETCONNECT can place the matter in the hands of a lawyer or a debt-collector agency. All collection costs incurred by NETCONNECT in respect of such collection, both in law (judicial costs) as well as out of law (extra judicial costs) shall be for the Customer's sole account.

Article 6. Charge back Policies

In the event payment made by you or your agent is revoked, NETCONNECT has the right to immediately deactivate your account and cancel the services without prior notice to you.

Article 7. Price Modifications

The Customer must consult the price list and instructions prior to usage of Services or extra services as document sharing, or other added applications relevant to the Service.

Documented extra costs incurred by NETCONNECT due to price changes from public authorities or program vendors related to this service, are grounds for an immediate price change.

Article 8. New Versions

NETCONNECT can demand that the Customer shall change to a new Product or Service version if the version currently being used by the customer is no longer supported by NETCONNECT or its supplier.

Article 9. Transfer

9.1 The Customer cannot transfer his rights and obligations under this agreement without written consent from NETCONNECT. For consent to be granted, it is a condition that the Customer has paid for all services rendered by NETCONNECT, in their respective full contractual period(s).

The customer agrees to consult NETCONNECT in order to determine whether the Service may be provided in the event of a move, and this must be done prior to any partial or complete move or change of supplier and in all cases prior to entering any agreement that involves transfer of rights and obligations related to the service to a third party.

Resale of space or functionality is not permitted without written agreement from NETCONNECT.

9.2 NETCONNECT can transfer rights and obligations according to this agreement if the service is transferred to a legal entity which is located in a country where it is possible to secure proper protection and treatment of information related to the customer. Legal entities in countries that have implemented directive 95/46/EF, regarding protection of persons related to the treatment of personal information and about the free exchange of such information shall be regarded as having fulfilled the demand for proper protection.

9.3 NETCONNECT can transfer rights and obligations according to this agreement, despite the fact that the legal entity to which such rights shall be transferred is located in a country where it is not possible to secure the proper treatment of personal information, as long as the customer approves the transfer. In cases where the customer does not approve the transfer, this leads to the discharge of the contract. The Customer will in such cases receive a proportional refund of any fees that have already been paid.

Article 10. Complaints

10.1 All of Customer's objections against any of NETCONNECT's invoices or a directly debited amount must be notified in writing to NETCONNECT within 14 (fourteen) days after the date of invoice or the date of direct debit, after which term the amount concerned is considered to be acknowledged.

10.2 If the Customer is of the opinion that any Product or Service delivered by NETCONNECT does not meet with the agreed conditions, the Customer must notify NETCONNECT thereof in writing within 14 (fourteen) days of delivery, or 14 (fourteen) days from the day the Customer could reasonably become aware of the alleged shortcoming.

Article 11. Intellectual Property

11.1 It is hereby understood and agreed that between NETCONNECT and the Customer, NETCONNECT or its suppliers is the owner of all rights, title and interest, including all Intellectual Property Rights (as defined below), to the Service, the Site, and any comments, suggestions, ideas, graphics, questions or other information submitted by Customer through the Site or the Service ("Submissions"). NETCONNECT or its supplier shall be entitled to use such Submissions for any commercial or other purpose whatsoever without compensation to the Customer or anyone else. For the purposes of

this Agreement, "Intellectual Property Rights" shall mean any and all of the following: (a)rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works; (b)Trademark and trade name rights and similar rights; (c)Trade secret rights; (d)Patens, designs, algorithms and other industrial property rights; (e)all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including, but not limited to logos, "rental" rights, rights of publicity, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and (f)all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

Except as expressly provided herein, the Customer does not acquire any rights to the Service through the purchase of licenses to the Service or the Site. The Customer may not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code (i.e., the human-readable form of any computer programming code) ("Source Code") of the components of the Service, or create derivative works based thereon. Customer also may not download, republish, reproduce, copy, post, transmit, or in any way distribute any material from the Site unless such activities are in direct furtherance of Customer's permitted use of the Service and do not in any way violate this Agreement or any Licensing Documents.

The Customer is not permitted to: (a) rent, lease, assign or transfer all or any part of the Service and/or Customer's Account Information to any person or entity without the prior written consent of NETCONNECT or its suppliers; (b) remove any proprietary notices, labels, or marks on any component of the Service (or the Service or Site generally), whether in machine language or Source Code; (c) use the Service to provide a service bureau by which the Service can be accessed by third parties or by which information produced pursuant to the Service is sold or given to third parties via pay per call or other arrangements; or (d) sublicense, assign, delegate or otherwise transfer this license or any of the related rights or obligations for any reason without the prior written consent of NETCONNECT or its suppliers(any attempt to sublicense, assign, delegate or transfer this license, either by contract, statute, corporate merger of any sort, regulation or court order, without the prior written consent of NETCONNECT or its suppliers shall be voidable at NETCONNECT' or its suppliers' sole and absolute discretion). Failure to comply with these restrictions will result in automatic termination of this Agreement.

- 11.2 All intellectual property rights regarding the Products and/or Services as well as all designs, software, documentation and all other materials developed and/or used for the preparation or execution of the agreement between NETCONNECT and the Customer, or deriving there from, are the exclusive ownership/property of NETCONNECT or its suppliers. The delivery of any Products and/or Services does not imply any transfer of intellectual property rights.
- 11.3 The Customer will only obtain a non-exclusive and non-transferable license for the use of the Products and the results of the Services for the agreed objectives. The Customer commits himself to adhere rigidly to any conditions, laid down in the General Conditions or imposed in any other way.
- 11.4 The Customer shall never disclose copy or make available to third parties any Product or result of a Service, without NETCONNECT or its suppliers' prior written consent.
- 11.5 The Customer is prohibited from removing or changing any copyright or other notices of NETCONNECT or its suppliers.
- 11.6 NETCONNECT warrants that it is entitled to grant the license as mentioned in article 11.3 and indemnifies the Customer against any claims of third parties in this respect. This indemnification does not apply if and to the extent that the Products and/or results of the Services have been altered and/or have been delivered in connection with third parties' Products, unless the Customer in the latter case shows that such third parties' claims only apply to NETCONNECT's deliveries.

Article 12 Obligations of the Customer

- 12.1 The Customer will at all times, in a timely and complete manner provide NETCONNECT or its suppliers with all data and other information required by NETCONNECT or its suppliers for the delivery of the Products and/or Services.
- 12.2 The Customer warrants that the information as meant in article 12.1, is valid, updated, correct and complete, and that you are entitled to provide NETCONNECT or its suppliers with such information for the delivery of the Products and/or Services. The Customer indemnifies NETCONNECT or its suppliers against all third parties' claims in this respect.
- 12.3 If any of the data provided by the Customer is considered to be personal data, the Customer guarantees that with such personal data, all applicable regulations for the protection of privacy have been observed and that NETCONNECT or its suppliers is entitled to use and process such personal data. The Customer indemnifies NETCONNECT or its suppliers against any third parties' claims in this respect. If and to the extent that the Customer provides NETCONNECT or its suppliers with your own personal data, the Customer herewith explicitly authorizes NETCONNECT or its suppliers to keep and to process such data, insofar this reasonably follows from the agreement between parties. NETCONNECT or its suppliers will ensure that it on its own side will also strictly observe all applicable privacy regulations.

Article 13. Liability

- 13.1 The statutory liability of NETCONNECT or its suppliers due to an attributable failure to perform under the agreement will be limited to compensation of the direct damages and/or loss not exceeding the sum stipulated for the agreement concerned. If the term of the agreement runs longer than one year, the maximum compensation will not exceed the total sum of the payments for the year in which such failure occurs. Under no circumstances the compensation of the direct damage and/or loss will exceed the amount of EUROS 10,000 or if void limited to statutory minimum liability, whereby a series of connected incidents or events will count as one incident or event.
- 13.2 In this respect, direct damage shall mean the costs reasonably incurred by the Customer in order to remedy or to terminate the failure of NETCONNECT or its suppliers and shall also mean all reasonable costs incurred in order to prevent or reduce such damage and all reasonable costs in order to determine such damage. If NETCONNECT and the Customer have agreed upon a binding term of delivery, the reasonable costs for taking necessary measures, to be decreased with any savings, are also regarded to be direct damage.
- 13.3 Any liability of NETCONNECT or its suppliers for indirect damage, including but not limited to consequential damage, loss of profits and loss of turnover, is excluded.
- 13.4 Under no circumstance shall NETCONNECT or its suppliers be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits incurred by you as a result of, or in connection with, use of the Service, hereunder, but not limited to, loss of data or income incurred by you due to a malfunctioning in NETCONNECT or its suppliers' Services.

Article 14. Notification

All communication between NETCONNECT and the Customer, regarding matters such as warning due to excessive traffic or other customer information will be conducted via e-mail (or in other ways chosen by NETCONNECT). Such messages shall be regarded as received and the context known:

- if notice has been sent by e-mail to the addresses depicted in the Customer's contact details at the date of the notice;
- if hand delivered at the time of delivery by posting hard documentation to correct addressee, provided by the Customer;

- if sent by facsimile within one hour of transmission during business hours at its destination or within 24 hours if not within business hours but subject to proof by the sender that it holds an acknowledgement confirming receipt of the transmitted notice in readable form; and
- if sent by post within 48 hours of posting (exclusive of the hours of Sunday) if posted to an address within the country of origination and seven days of posting if posted to an address outside the country of origination.

Article 15. Force Majeure

- 15.1 In the event of force majeure, there is no attributable failure by NETCONNECT or its suppliers.
- 15.2 Such circumstances include, but are not limited to, strikes, lockouts, telecommunication errors and any other circumstances that will be classified as force majeure.
- 15.3 If the event of force majeure continues for a period of 60 (sixty) consecutive days, then the Customer shall be authorized to dissolve the agreement by issuing by registered mail a notice to this end, without judicial intervention being required.

Such dissolution does not oblige NETCONNECT or its suppliers to pay compensation for damage and/or loss. NETCONNECT is entitled to receive payment from the Customer for the delivery of Products and/or Services already made prior to the force majeure prevailing.

Article 16. Duration and Termination.

- 16.1 Each party is entitled to dissolve the agreement without any judicial intervention being required if the other party fails imputably in its obligations under the agreement and the attributable failure will not be remedied in time after such party has been given proper notice of default. The dissolution does not release the Customer from any payment obligation for any Products and/or Services delivered by NETCONNECT, unless NETCONNECT is in default with regard to such Product or Service.
- 16.2 NETCONNECT is entitled to dissolve the agreement with immediate effect, without any notice of default or judicial intervention being required and without becoming liable for damages, if the Customer submits an application for suspension of payments, or the Customer applies for bankruptcy, or is declared bankrupt, or if all or part of the Customer's assets are attached or the Customer deceases.
- 16.3 Immediately after the termination of the agreement, for whatever reason, the Customer commits to cease any and all use of the Products and/or results of Services supplied, and will return all copies of software, documentation and all other materials that are provided to the Customer within the scope of the agreement.
- 16.4 NETCONNECT may cancel the services serving 30 days prior notice to the Customer. Any pre – payment will in these cases be repaid proportionally for Services already provided.
- 16.5 Non-payment in 30 days from the given due date will result in the service being terminated, whereupon all contents in the Customer's designated area of NETCONNECT's servers will be deleted, yet the amount will continue to be due in full. Customer assumes responsibility for all such deletion.

Article 17. Returns upon Termination of the Agreement

The Customer shall return, or delete from own computers and servers if return is not possible, all Services and Products, including software, provided to the Customer by NETCONNECT or its suppliers in connection with the termination of the Agreement as well as all copies of said software in the possession of the Customer.

The Customer has a grace period of 6 days within which it is possible to download stored information from the server following termination of the Agreement. This provision is only effective in cases where the Customer has made payment in full for services rendered and shall not place any limitations on NETCONNECT's rights according to article 16.1 - 16.5 or 18.



Article 18. Denial of Access / Right of Retention / Deletion

NETCONNECT may deny the Customer access to the server and/or levy the Customer's administrative rights on the server and deny the Customer the ability to publish or otherwise make use of files, etc., until adequate payment has been made.

Article 19. Storage

NETCONNECT only provides storage of data on a temporary basis and in connection with utilization of the Services. NETCONNECT can therefore - free of any liability - delete all data on servers or on the Customer's designated area following 10 days after the Termination of the agreement ref. section 17 and when the Customer ceases to use the Services for a period of 60 executive days.

Article 20. Reconstruction of damaged or lost data.

NETCONNECT does not offer reconstruction of stored data on the Customer's designated area.

The Customer has the responsibility to back up all files published on the Customer's designated area of NETCONNECT servers and store the back up in a secure location. NETCONNECT is not responsible in any event for claims based on losses that could have been avoided had the Customer taken and stored back ups according to this obligation.

Article 21. Indemnification.

The Customer agrees to indemnify and to not hold NETCONNECT or its suppliers accountable, and each and every Contributor to the Team Portal, and their respective affiliates, officers, directors, employees, consultants, agents, licensees and licensors from any claim, demand, or damages, including reasonable attorneys' fees, asserted by any third party due to, arising out of, or in any way related to, the use of the Service under the Customer's Account. As used in this Agreement, "affiliate" means any entity which controls, is controlled by, or is under common control with the named entity.

Article 22. Breach of Contract

Failure to abide by any Section of this General Conditions is considered to be a material breach that will be sufficient basis for NETCONNECT's immediate cancellation of all the Services provided.

Article 23. Governing Law and legal venue.

All offers, proposals, agreements and other judicial acts concerning the delivery of Services are governed by the laws of NORWAY.

If a dispute arises between the parties concerning the interpretation or legal effect of the agreement, NETCONNECT or its suppliers can demand that an attempt shall be made in the first instance to resolve the dispute through negotiation. If such negotiations do not reach a conclusion within 30 days of the demand for the negotiations being made, the dispute shall be forwarded to the local courts in Oslo, Norway.

The parties can agree in writing to another dispute-solving mechanism, including the option of allowing the proceedings to be brought before the court somewhere other than the agreed upon legal venue.

Regardless, NETCONNECT or its suppliers, reserves the right to pursue and seek indemnification at any court of justice in case of breach of IPR or any economical loss inflicted on NETCONNECT or its suppliers by a Customer.