



Agreement no.:
Customer no.:

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

(hereinafter referred to as the "Agreement")

between

..... Org.no.:
(hereinafter referred to as the "Supplier")

With the business address:

and

..... Org.no.:
(hereinafter referred to as the "Customer")

With the business address:

The parties have entered into agreement regarding delivery of SaaS-services and other services subject to the enclosed standard terms. To the extent that the following annexes are checked off, they form an integrated part of this Agreement.

- ANNEX 1: Specification of the SaaS-services with terms and conditions related thereto
- ANNEX 2: Specification of SaaS-software.....
- ANNEX 3: Specification of support, training and other services.....
- ANNEX 4: Milestone plan.....
- ANNEX 5: Acceptance period.....
- ANNEX 6: Agreed fees and payment terms.....
- ANNEX 7: Changes and amendments to the general provisions.....
- ANNEX 8: Changes and amendments to this Agreement after contracting.....

This Agreement is executed in two originals, each party retaining one original.

Place:
Date:

Place:
Date:

This Agreement shall be effective from the following date:

The expiry date of this Agreement shall be:

.....

.....

On behalf of Supplier:

On behalf of Customer:

.....

.....

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1. DEFINITIONS

Agreement:	This standard form document with ANNEXES;
Software:	Software as specified in ANNEX 2;
Acceptance Period:	Agreed period during which the Customer prior to Commencement Date tests the SaaS-services;
Commencement Date:	Startup date for the SaaS-services, following the approved Acceptance Period;
Service Levels:	Specific and measurable requirements related to the quality and performance of the SaaS-services as agreed between the parties.

2. SCOPE OF THE SERVICES

2.1 General

This Agreement specifies terms and conditions for SaaS-services and other services delivered during the term of this Agreement. The SaaS-services shall be delivered according to a mutually agreed specification, cf. ANNEX 1. The Supplier undertakes that the SaaS-services shall be delivered in accordance with specifications and terms detailed in the mutually agreed specification. Furthermore, ANNEX 1 shall specify the agreed Service Levels, including details of the agreed measuring and calculations methods, and if applicable, agreed storage capacity and backup requirements, any requirements to communications security, redundancy and disclosure of data, conditions for the Supplier's delivery, requirements for the Customer's assistance and any other terms as the parties considers requisite.

2.2 Software

The Software which is covered by this Agreement and which the Customer is being given access to is specified in ANNEX 2. The Supplier shall ensure that the Software is available for the Customer and that the functionality and operation of the Software is in accordance with relevant Software specifications.

Unless otherwise agreed, the Supplier may update the Software to new versions provided that any new version fulfils the requirements specified in ANNEX 1 and 2. The Supplier may in any event update the Software to a new version in circumstances where the version the Customer has access to no longer is supported by the software vendor.

This Agreement does not entail any transfer of rights to the Software. The Customer is given access to using the functionality of the Software without being given any license to the Software itself.

2.3 Support, documentation, training and other services

This Agreement comprises user support as specified in ANNEX 3. Documentation, training and other services to be included in the Agreement shall be specified in ANNEX 3.

3. CUSTOMER'S OBLIGATIONS

The Customer shall be responsible for specifying its requirements and needs clearly and evidently, c.f. ANNEX 1, as the basis for deliveries to be made by the Supplier. Furthermore, the Customer shall use Software and all data as prescribed. The Customer shall procure that the Supplier can perform its duties, hereunder grant the Supplier the necessary access to Customer's premises, applications, data, and provide adequate information etc.

4. OPERATIONAL ENVIRONMENT

Unless otherwise agreed, the Supplier will utilize its standard operational environment in order to deliver the SaaS-services. If the services shall be delivered by use of the Customer's equipment, this shall be specified in ANNEX 1. The equipment shall be placed at the Supplier's premises, unless otherwise specified in ANNEX 1. A separate operating agreement shall be concluded regarding operation of the Customer's equipment.

5. PROGRESS PLAN FOR COMMENCEMENT OF SAAS-SERVICES

The parties have jointly prepared a high level Milestone plan for the commencement of the SaaS-services, cf. ANNEX 4.

6. ACCEPTANCE PERIOD

6.1 Commencement of the Acceptance Period

The Acceptance Period shall commence on the date following the date the Supplier has notified the Customer in writing that the SaaS-services are established.

6.2 Customer's duty to inspect

During the Acceptance Period referred to in ANNEX 5, the Customer shall verify that the SaaS-services are established in accordance with the agreed specifications in ANNEX 1. Any specific requirements relating to the verification may be specified in ANNEX 5. The inspection shall be undertaken as early as possible during the Acceptance Period.

6.3 Handling Errors

The Customer shall immediately notify the Supplier in writing of any errors and defects discovered during the Acceptance Period. The Supplier shall as soon as possible correct the notified errors and defects.

6.4 Acceptance

The Customer shall, before expiry of the Acceptance Period, notify the Supplier in writing of the result of the inspection stating whether or not the establishment of the SaaS-services is accepted to have been made in accordance with the Agreement. If the

Customer does not accept the SaaS-services as established due to errors and defects, a written notification must immediately be sent to the Supplier with a detailed description of the reasons why the Customer does not accept the services as established. If such notice is not sent before expiry of the Acceptance Period, the delivery shall be deemed to be accepted.

If the notified reasons for not accepting the SaaS-services as established are of less substantial significance for the Customer's use of the SaaS-services, the SaaS-services shall still be accepted as established.

If the SaaS-services at the expiry of the Acceptance Period are not in compliance with the specifications detailed in ANNEX 1 and the acceptance can be withheld, the parties shall as soon as possible agree on a renewed Acceptance Period. The renewed Acceptance Period shall be subject to the provisions above.

7. COMMENCEMENT OF THE SAAS-SERVICES

The Supplier performs and is responsible for the commencement of the SaaS-services on the Commencement Date according to the Milestone plan specified in ANNEX 4.

The Supplier shall have such access to the Customer's premises and the opportunity to review the Customer's operational environment, as agreed between the parties, to the extent necessary when preparing commencement of the SaaS-services.

To the extent necessary the Customer's operational environment may be shut down to prepare for the commencement of the SaaS-services. The planning for the Commencement Date of the SaaS-services shall be performed with necessary co-operation and assistance from the Customer, and in accordance with any requirements set out in ANNEX 1.

The Customer shall make available sufficient and competent personnel to perform the necessary activities to prepare for the Commencement Date. This obligation shall also apply outside normal business hours, including Saturdays, Sundays, and public holidays.

The Customer shall in due time prior to the Commencement Date provide all necessary information to both internal and external parties affected, or likely to be affected, by the relocation or implementation of the SaaS-services to/from the Supplier's premises.

If agreed, the Supplier may assist the Customer in this work the content and extent of such assistance shall be specified in ANNEX 3.

8. PAYMENT AND PAYMENT CONDITIONS.

8.1 Payment

The Customer shall pay for the SaaS-services covered by this Agreement in accordance with the provisions in ANNEX 6. Any specific regulations regarding travelling time are also specified in ANNEX 6.

8.2 Invoicing, due date, interest on late payment and other payment conditions.

The payment shall be invoiced and is due in accordance with the regulation in ANNEX 6. Other agreed payment conditions may also be specified in ANNEX 6.

In the case of late payment default interest shall be charged at the interest rate prevailing from time to time according to the Act relating to interest on overdue payments. As per 31.12 in any year the interest accrued shall be added to the principal debt outstanding, and interest will be payable on the aggregate sum (compound interest).

8.3 Travel cost

Costs related to travel and accommodation incurred in relation to performance of this Agreement shall be paid as specified in ANNEX 6.

8.4 Public taxes etc

The prices listed in ANNEX 6 are exclusive of any taxes, VAT and other dues. If governmental taxes, VAT and charges/duties are altered during the term of the Agreement or should there be changes in governmental practice effecting the deliveries, the Supplier may decide which consequences this shall have on the prices, unless otherwise specified in ANNEX 6.

8.5 Price adjustment

The prices in the Agreement will be regulated according to the provisions specified in ANNEX 6.

9. LIABILITY FOR SUB-CONTRACTORS

Each party is fully liable for the performance of agreed services that are performed by their sub-contractors.

10. CO-OPERATION MATTERS AND OBLIGATION

10.1 Meetings

Either party may with three working days' prior written notice request a meeting with the other party to discuss matters relating to the performance of this Agreement.

10.2 Governmental licenses/permits

Each party shall provide for any and all governmental licenses/permits required for itself in order for the Supplier to be able to fulfill its obligations under this Agreement.

10.3 Access and audit

The Supplier shall allow the Customer's internal and/or external auditors to observe the Supplier's performance of the SaaS-services, including customer data and documentation related to these services, to the extent required by the General Accounting and Audit Principles or by a public authority or laws or regulations. The audit shall happen upon reasonable prior notice and during normal business hours.

The Customer shall cover the Supplier's expenses related to the performance of access, audit and any further quality assurance required by the Customer.

11. CHANGE MANAGEMENT

If the Customer, after entering into this Agreement, wishes to modify the requirements specified in ANNEX 1 in such a way that the character or the scope of the deliverables is changed compared to what is specified in this Agreement, the Supplier may, when considering whether to accept such changes or not, require amendments to the fees and/or time schedules which are a result of the requested change. Any demand for changed fees and/or amended time schedule shall be made at the same time as the changed requirements, contributions or tasks are accepted by the Supplier. Changes and supplements to this Agreement shall be in writing, and shall be signed by both parties and be included in ANNEX 8.

12. CONFIDENTIAL INFORMATION

12.1 Scope

All information obtained by the parties in relation to the performance of this Agreement shall be kept confidential and shall not be disclosed to any third party without written consent from the other party.

Without prejudice to the generality of the foregoing, a party can make such information available to any third party provided it was already known to the party at the time the information was received, without that party having an obligation of confidentiality. Further, such information may be disclosed if it has been given to a third party by one of the parties, without obligation of confidentiality, is or becomes generally known in other ways other than due to the fault of one of the parties, or is received from third party in a legitimate way without obligation of confidentiality

The restrictions set out in the first section shall not prevent disclosure of information required pursuant to regulations given by any competent stock exchange, by law or by the valid request of a governmental or other regulatory authority, or by the valid order of a court of competent jurisdiction. If possible, the disclosing party shall notify the other party prior to the making of such disclosure.

To the extent necessary for the purposes performing this Agreement, the Parties may also disclose such information to third parties, provided that such third parties are made aware of and undertake to respect the confidentiality specified in this Paragraph.

The restrictions set out in the first section of this Paragraph shall not prevent the parties from exploiting know how and competence obtained as a result of the performance of this Agreement.

12.2 To whom duty of confidentiality applies

The confidentiality obligation applies to all employees, agents, consultants and other personnel acting for or on behalf of any of the parties with respect to the performance of this Agreement.

12.3 Precautions

Each party is required to take reasonable precautions to prevent information from being disclosed to any third party in breach of this Paragraph 12. As a minimum the information shall be protected in the same way as the respective party's other confidential information.

12.4 Duration

This Paragraph 12 shall survive any termination of this Agreement. Employees, agents, consultants or other parties acting for or on behalf of one of the parties, shall be required to maintain the duty of confidentiality after termination of its relations with such party. Notwithstanding the forgoing, the obligation of confidentiality imposed by Paragraph 12 shall end five years after the termination of this Agreement.

13. FORCE MAJEURE ETC.

To the extent the performance of this Agreement in whole or in part is prevented, or is in any substantial way made difficult for reasons outside the control of the parties, the parties' obligations shall be suspended for as long time and to the extent the reason lasts. Such reasons include, but are not limited to strike, lock out, and any reason which according to Norwegian law will be considered force majeure. Each party may in such case terminate this Agreement with one month's written notice, if the force majeure situation makes it substantially burdensome for that party to perform its obligations under the terms of this Agreement.

14. DEFECT IN TITLE

14.1 Defect in title of the Supplier

There is defect in title to the Supplier's proprietary rights if third party rights regarding the SaaS-services are infringed due to circumstances for which the Supplier is responsible.

To the extent anyone files a claim stating that the delivery under this Agreement is infringing their copyright, title or other intellectual property rights in Norway, the Supplier shall ensure that necessary rights are maintained or procured, or shall undertake that similar software/functionality is procured without extra cost to or operational disruption for the Customer. If none of these options in the Supplier's reasonable opinion are suitable, the Supplier may claim that the relevant service shall cease, simultaneously as the current fees shall be proportionately reduced.

If a claim is made by any third party against the Customer based on infringement of such third party's rights related to circumstances on the part of the Supplier, the Supplier shall at its own cost defend against such action on behalf of the Customer. As from the moment the Supplier takes over the case from the Customer, the Customer shall assist the Supplier, subject to its costs being covered by the Supplier, but shall not be a separate party to such proceedings.

No claims based on defects in copyright, title or other intellectual property rights may be made against the Supplier other than as expressly provided above.

14.2 Defect in title of the Customer

There is defect in title to the Customer's proprietary rights, if third party rights regarding the SaaS-services are infringed due to circumstances for which the Customer is responsible.

To the extent a third party claims that the use of Software which the Customer has transferred to the Supplier, is infringing any third parties' rights, the Customer shall ensure that necessary rights are maintained or procured, or shall undertake that similar software/functionality is procured, without extra cost to or operational disruption being caused to the Supplier.

If a claim is made by any third party against the Supplier based on infringement of such third party's rights, for which the Customer has the risk, the Customer shall at its own cost defend against such action on behalf of the Supplier. As from the moment the Customer takes over the case from the Supplier, the Supplier shall assist the Customer, subject to its costs being covered by the Customer, but shall not be a separate party to such proceedings, unless the parties have agreed otherwise in ANNEX 7.

The Supplier may claim all other costs and any claim for compensation made by third parties covered by the Customer.

15. NOTIFICATION, DEFAULT, COMPENSATION

15.1 Notifications

A party wishing to invoke that the Agreement has been breached, must submit a notification in writing immediately after having been made aware of the breach.

15.2 Breach on the part of Supplier

15.2.1 Delay

There is a delay on the part of the Supplier only if the Supplier does not meet the agreed Commencement Date. The Supplier undertakes to use its best efforts to limit the duration of the delay situation.

If the delay is sanctioned by liquidated damages, the Customer may demand the Supplier to pay penalty as specified in ANNEX 6. The Customer may not terminate the Agreement for breach or claim additional compensation during the penalty period.

15.2.2 Defective SaaS-services

The SaaS-services are defective if the services after the actual Commencement Date fail to fulfill the requirements specified in ANNEX 1.

In case of defective SaaS-services, the Supplier shall without undue delay take corrective actions to ensure that the requirements pursuant to the Agreement are fulfilled.

If the Customer by normal quality controls during Acceptance Period should have discovered the defective service, cf. ANNEX 5, the Supplier may demand compensation for additional costs caused by the lack of notification during the Acceptance Period.

If the Supplier after repeated attempts fails to correct the breach, the Customer may demand a proportionate deduction in the fees.

15.3 Breach on the part of Customer

15.3.1 Defaulted payment

If the Customer fails to pay agreed fees on due date, a situation of default of payment exists.

When default of payment occurs, interest on late payment shall be charged (cf. Paragraph 8).

Late payment exceeding 30 days shall provide Supplier with the right to choose between maintaining the Agreement and claiming interest as specified above, or terminating the Agreement with 30 days' notice. The right to termination shall no longer apply if payment of the amount due with the addition of interest incurred up to and including date of payment is made prior to the expiry of the aforementioned 30 day period.

In the case of defaulted payment, the Supplier may with 5 working days written notice, in its sole discretion cease any delivery or service to the Customer under the terms of this Agreement and any other agreements between the parties until such time as correct payment is made, including interest on late payment.

15.3.2 Delay and other breach of contract

There is a breach of the Agreement on part of the Customer, if milestones for the commencement of the agreed SaaS-services are delayed due to circumstances for which Customer is responsible. There is also breach of contract by the Customer if the Supplier in any other way is prevented from complying with its obligations according to the Agreement and this is caused by the Customer or circumstances for which the Customer is responsible, or if the Customer in any other way fails to comply with its obligations according to the Agreement.

When the Customer is in breach, the Supplier may by giving the Customer prior written notice cease its performances under this Agreement until the Customer has remedied the situation.

Supplier is entitled to compensation for any losses, including loss of profit caused by the Customer's delay. The Supplier may also demand necessary time to reorganize its resources.

15.4 Termination for breach

If one of the parties is in material breach of its obligations, the other party may, with prior written notice giving the other party reasonable time to remedy the breach, terminate this Agreement with immediate effect. If the SaaS-services do not fulfill the

agreed specification after expiry of a renewed Acceptance Period, cf. Paragraph 6.4 last section, the Customer may terminate this Agreement with immediate effect. The Customer may however not terminate this Agreement for delay during the liquidated damages period.

If one of the parties fails to comply with its payment obligations or if liquidation proceedings are instituted or mandatory debt settlement proceedings are started, or the party's financial situation appears to be in such condition that the party may be expected to fail to fulfill performance of its obligations under the terms of this Agreement, the other party may terminate this Agreement with immediate effect.

If either of the Customer or the Supplier is claimed to be dissolved by any bankruptcy court or the National Entity Register, the other party may terminate this Agreement. This does not apply if the relevant party within 10 working days after receiving a claim of termination from the other party can prove that the conditions for dissolution specified in this Paragraph are not fulfilled. Termination may otherwise be effected immediately after the expiry of such 10 day period.

In case of termination of the Agreement due to circumstances the Customer is responsible for, the Supplier shall be indemnified by the Customer for all third party obligations that the Supplier has undertaken at the time of the termination of the Agreement.

15.5 Compensation, limitation of liability

15.5.1 General

If potential delay exceeds the agreed liquidated damages period, if the Supplier is in breach of its obligation to rectify defective services pursuant to Paragraph 15.2 or if there are breaches according to Paragraph 15.3, the affected party may claim compensation for documented economic loss according to general principles for compensation in contractual relationship, subject to the following limitations:

- a. Compensation for indirect loss is not covered. Indirect loss includes, but is not limited to, the Customer's loss of profit of any kind, loss arising as a consequence of reduced or discontinued production, loss due to loss of data, deprivation and claims from a third party.
- b. If liquidated damages or SLA penalty in ANNEX 1 due to failure to meet Service Levels are agreed, the liquidated damages and/or the SLA penalty shall be regarded as a sole regulation of the Supplier's liability and no additional compensation may be claimed for the relevant incident during the liquidated damages and/or the SLA penalties periods.
- c. The claim for compensation pursuant to this Paragraph shall not exceed the total yearly remuneration (VAT excluded).

The liability limitations above shall not apply if the party in question has acted willfully or with gross negligence.

Accrued liquidated damages or SLA penalties for failure to meet agreed Service Levels shall always be deducted when calculating the compensation.

No other claim for compensation other than as specifically stated in this Paragraph can be claimed between the parties, except when such claim is a specific consequence of other Paragraphs in this Agreement.

15.5.2 Circumstances for which the Supplier shall not be held liable

The Supplier shall not be liable for errors or defects in the Software comprised by this Agreement, nor for any loss the Customer suffer as a result of such errors or defects.

The Supplier shall not be liable for non-fulfillments of any Service Levels when this is directly or indirectly caused by:

- a. the Customer, or circumstances for which Customer is responsible;
- b. extraordinary performance measurements;
- c. reconstruction of data, irrespective of the cause; or
- d. a third party's termination of its agreement regarding products utilized for the delivery of SaaS-services, and the termination is not caused by breach on the side of the Supplier.

15.6 Reconstruction of data

- a. In case of errors and defects in the Customer's data which are caused by the Supplier, the Supplier shall immediately and at no additional charge to the Customer re-deliver, or if necessary reconstruct the data.
- b. If the Supplier is not able on its own to reconstruct the data, the reconstruction of data in a case described in (a) above shall be effected in co-operation between the parties, or with assistance from a third party. To the extent the Customer's personnel performs the reconstruction, the Supplier shall cover the extra direct salary costs; or external costs related to this if it is necessary for the Customer to use external assistance.
- c. The Supplier shall not be held liable for errors or defects in data or economic loss due to errors or defects in data or loss of data, if this is caused by circumstances for which the Customer is responsible. Such circumstances include, but are not limited to, errors or defects in the data material delivered by the Customer, errors in the Customer's user software for which the Supplier is not responsible, and erroneous or incomplete information provided to the Supplier e.g. regarding modifications required to the data. If in such circumstances for which the Customer is responsible the use of extra resources of the Supplier is required, the Customer shall compensate the Supplier for the Supplier's increased resource use due to such circumstances.
- d. Regardless of the reason for errors and defects in data, the errors shall be rectified and data reconstructed as soon as possible in co-operation between the parties.

No claims due to errors or defects in data or loss of data may be made against the Supplier other than as expressly provided in this Paragraph items (a) – (d) above.

16. TERM

This Agreement shall commence upon the date as stated on the first page hereto and shall continue in full force and effect until the date likewise specified. Thereafter this Agreement will continue until terminated by either party giving the other party six months' prior written notice.

17. ASSIGNMENT

Rights and obligations pertaining to the Agreement may not be assigned or in other manner transferred to others without the prior written approval of the other party. Such approval cannot be unreasonable withheld. Approval is not necessary if the Agreement transferred in whole as a consequence of that the Supplier merges, demerges, transfers its operations or otherwise is re-organizing.

The Supplier is free to use factoring.

18. PROCESSING OF PERSONAL INFORMATION

As part of the Supplier's services according to this Agreement, the Supplier might potentially process personal data on behalf of the Customer. The Supplier shall then follow and act in accordance with the relevant regulations regarding personal data protection and security in the Personal Data Act.

When the Supplier in connection with this Agreement processes personal data (as defined in the Personal Data Act § 2 no. 1 and 2) on the behalf of the Customer, the Supplier shall therefore:

- a. process personal data only in accordance with written instructions from the Customer, subject to prior approval from the Customer or to the extent the processing is a necessary consequence of the services that shall be delivered under this Agreement;
- b. implement appropriate technical and administrative measures to protect personal data against incidental or unlawful destruction or against incidental loss, against unauthorized modification, distribution or access, in particular if the processing includes transmission of data over a network, as against all other forms of unlawful processing;
- c. process personal data in a reasonable way and in accordance with the law;
- d. except when the Customer in writing has instructed otherwise; carry out all reasonable measures to delete the data after a reasonable time relative to the reason

for which they are collected or later on processed, to the extent the data cannot be kept for an unlimited time period;

- e. not give access to or distribute the data to anyone, except if this is necessary or permitted according to this Agreement or with the Customer's written approval;
- f. cooperate with and assist the Customer in meeting the registered person's right to access the data about himself and/or secure that the data is deleted or corrected if it is not correct (or in situations where the Customer and the registered person disagrees; to mark the fact that the registered person is of the opinion that the data is not correct) – the Supplier's potential extra costs in connection with such measures shall be covered by the Customer; and
- g. not process personal data beyond what is reasonable and necessary for performing the duties according to this Agreement.

When the Supplier processes personal data on the behalf of the Customer, the Supplier shall in connection with the processing of personal data carry out the measures that are:

- a. reasonable and necessary for fulfilling the Agreement; and
- b. in accordance with the fulfilment of the Agreement and relevant statutory laws and regulations.

19. CHOICE OF LAW

This Agreement and conflicts that arise as a consequence of this Agreement shall be governed by and interpreted in accordance with Norwegian Law.

20. CONFLICTS

Disputes regarding effect, content or performance of this Agreement, shall be negotiated in good faith. To the extent the negotiations are not successful; each of the parties may require the case to be resolved by the ordinary courts. To the extent the parties agree, the case may be resolved by arbitration according to the Arbitration Act of 14.05.2004. If the arbitration proceeding, including the arbitration award shall be subject to confidentiality, this must be explicitly agreed between parties when agreeing arbitration.

Legal venue shall be at the place where the Supplier has his business address when the case is filed with the ordinary court or the arbitration court.
