

Onix Terms & Conditions

1. THE PARTIES

1.1. Onix AS

Onix AS (hereinafter: ONIX) is a software company with its principal place of business at Stavanger, Norway.

1.2. Customer

The CUSTOMER (hereinafter: CUSTOMER) is a company that uses the SaaS software Onix Work or any of its modules and App's (hereinafter: SERVICE) delivered by ONIX.

2. LICENCE & SERVICE AGREEMENT

2.1. GENERAL

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

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

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

The SERVICE is built on Microsoft Azure, leveraging both IaaS and PaaS models to offer scalable, reliable, and secure applications.

2.2. COPYRIGHT

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

2.3. COMMUNICATION

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

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

2.4. PERSONAL INFORMATION

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

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

2.5. SERVICE AVAILABILITY

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

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

2.6. SERVICE MAINTENANCE/UPGRADES

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

2.7. SUPPORT

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

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

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

2.8. CONSULTANCY

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

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

2.9. LIMITATIONS

This AGREEMENT does not include

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

2.10. PRICE AND PAYMENT TERMS

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

2.11. LIMITATIONS OF LIABILITY

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

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

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

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

2.12. BREACH OF CONTRACT

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

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

- (a) Agreed upon payment does not take place in accordance with the applicable price and payment terms. Default on payment over 30 days after the due date entitles ONIX to choose between continuing the agreement and claiming interest payment or terminating the agreement with immediate effect.
- (b) All unauthorized transfer, rental, sale, lease or any other kind of distribution of the SERVICE or other material such as user documentation or copies of this.

(c) Breach of the customer's right of use of the SERVICE, including, but not limited to, unauthorized copying, that the SERVICE is used by more persons than those covered by the AGREEMENT and other agreements or that several persons use the same named user.

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

2.13. RIGHTS TO USER DATA

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

All documents that the CUSTOMER has produced and registered in the SERVICE shall remain available for the CUSTOMER as long as the CUSTOMER continues to use the SERVICE and as long as the equipment or the object the documents are attached to are active or inactive (not disabled or missing). As long as the CUSTOMER has a valid AGREEMENT, documents will remain available for a minimum period of 10 years.

The CUSTOMER is entitled to receive their registered data if the agreement is terminated or if ONIX no longer operates the SERVICE. If the CUSTOMER wants consultancy help to transfer user data, such help from ONIX is provided on an hourly basis according to ONIX's applicable hourly rates at the time, which are set and amended in accordance with applicable industry standards. All CUSTOMER data is deleted 90 days after termination of the AGREEMENT and any data export of CUSTOMER data must be done within this time limit.

2.14. DURATION

The subscription period starts from contract start date in the AGREEMENT and is valid for 12 months. If the AGREEMENT is not terminated 90 days before it expires, the AGREEMENT is automatically renewed at intervals for 12 new months at a time. The renewal period will be invoice based on the Suppliers current prices at renewal date.

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

2.15. FORCE MAJEURE

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

2.16. CHOICE OF LAW AND SETTLEMENT OF DISPUTES

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