

# Terms and Conditions

## Consulting Services

### 1. General

This AGREEMENT governs the relationship between ONIX and the CUSTOMER with respect to consulting services (JOBS) that ONIX provides to the CUSTOMER. This AGREEMENT applies to JOBS for which there is no other written agreement between ONIX and the CUSTOMER. The AGREEMENT obliges ONIX to perform its work according to the AGREEMENT. The CUSTOMER accepts this AGREEMENT by ordering JOBS from ONIX.

### 2. Specification

It is the CUSTOMER's responsibility to specify the JOBS to be performed by ONIX. The specification must be in writing.

If a JOB is specified by ONIX and the CUSTOMER accepts this specification without amendments or comments, it will apply as the CUSTOMER's specification.

If the CUSTOMER requires that parts of the JOB shall be completed outside normal working hours, this must be apparent from the specification. This will also apply to other matters that are material for the execution of and payment for the JOB.

### 3. Job estimates

For smaller JOBS, ONIX provides a non-binding price indication based on experience with similar matters.

For major JOBS, a more detailed and binding estimate may be prepared through a payable pilot project.

Price indications and offers will be communicated to the CUSTOMER by e-mail. Unless otherwise specified, an offer is valid for 30 days.

If there is already agreement regarding a JOB, an order confirmation will be submitted instead of an offer. The order confirmation shall contain estimated delivery date.

### 4. Ordering jobs

Orders of JOBS shall be sent by e-mail and refer to an offer received from ONIX.

If the CUSTOMER requires a PO reference on the invoice, this must be apparent from the order.

### 5. Work organization

The CUSTOMER is responsible to ensure that all necessary information, access to computer systems and key personnel are available when the JOB is performed. If the work is conducted on the CUSTOMER's premises, the

CUSTOMER will make available office space, IT equipment, basic software and copying facilities, unless otherwise agreed.

## 6. Execution of jobs

ONIX shall perform the work in accordance with generally accepted professional standards. The work shall be performed by qualified personnel. Unless otherwise agreed in writing, the price of JOBS executed according to a price indication/estimate may deviate therefrom by up to 15% without having to inform the CUSTOMER in advance. Deviations beyond this level shall be approved by the CUSTOMER.

## 7. Complaints

Complaints must be in writing and submitted not later than 30 days after the completion of the JOB.

## 8. Cost

The regular working hours for consultants are from 08:00 AM to 04:00 PM. An ordinary working day will be invoiced with 8 hours. All work is invoiced per commenced 30 minutes. When the CUSTOMER requires ONIX to perform work outside normal working hours, the following will apply:

Hourly rate 04:00 PM – 09:00 PM Monday to Thursday	+ 50%
Hourly rate 9:00 PM – 8:00 AM Monday to Thursday	+ 100%
Weekend work Friday 04:00 PM to Monday 08:00 AM	+ 100%
Public holidays	+ 100%
Call-out fee outside normal working hours	1 hour + 100%

Travel between ONIX and the CUSTOMER will be charged at 100% during working hours. Travel time outside working hours will be invoiced at 50% of the normal hourly rate. Travel to locations outside the CUSTOMER's regular meeting place, must be pre-approved by the CUSTOMER. Travel, per diem and lodging will be charged according to Norwegian regulations at Government rates.

## 9. Invoicing and payment

JOBS will normally be invoiced in arrears once per month and/or at the completion of the JOB. Working hours will be documented and included in the invoice.

Fixed price JOBS will be invoiced according to the invoicing schedule offered and no later than at the completion of the JOB.

Terms of payment are net 20 days after invoice date. In the case of late payment, interest on arrears will be charged according to the Norwegian Law on interest on arrears.

All prices are stated exclusive of taxes, VAT ans. Everything is subject to any regulatory changes by Norwegian authorities.

## 10. Annual Price adjustment

The fees outlined in this Agreement shall be subject to an annual adjustment with effect from January. The fees will be adjusted based on an index that reflects wage trends in the Information and Communications Technology (ICT) industry, or relevant index that closely mirrors labor cost trends within the ICT sector.

## 11. Termination or shortening of the agreement

Termination or shortening of JOBS must be in writing.

An agreed JOB may be cancelled or shortened by the CUSTOMER with immediate effect. If cancellation occurs less than 3 business days prior to the agreed start date, the CUSTOMER will be invoiced for the planned work based on the agreed hourly rate/price.

For any termination or shortening of JOBS the CUSTOMER is obliged to cover any accrued costs and necessary winding-up expenses related to the assignment.

Both parties may terminate or shorten the assignment with immediate effect if the other party is in material breach of their obligations under the agreement.

## 12. Liability

The CUSTOMER is solely responsible for the selection of solution and specification of JOBS. ONIX does not warrant that a JOB will solve all the CUSTOMER's functional wishes and requirements unless otherwise expressly agreed.

ONIX is not liable for direct or indirect losses (consequential damages) that the CUSTOMER or others incur in connection with a JOB. This includes all damages, errors, loss of information, data, etc. of any kind, interruption of operations, loss of profits, or other economic or non-economic losses that may occur because of the job. This limitation of liability applies regardless of cause, even if ONIX has been informed of the possibility of such damages or losses. In all circumstances, the full liability of ONIX according to the provisions of this agreement is limited upwards to the amount the CUSTOMER has actually paid for the JOB.

However, ONIX may demand compensation and/or damages for the expenses and losses the company suffers due to default by the CUSTOMER.

## 13. Default

If one of the parties are in material default of any of their obligations pursuant to this AGREEMENT, and the default is not remedied within 14 days after having been notified by the other party, the aggrieved party is entitled to terminate the agreement with immediate effect.

Material default includes, inter alia:

Breach of the current terms of price and payment. Overdue payment past 30 days gives entitles ONIX to choose between continuing the agreement and the interest claim and terminating the agreement with immediate effect.

## 14. Confidentiality/security

ONIX consultants are bound by confidentiality regarding all matters related to the CUSTOMER. The obligation of confidentiality also applies after the end of a JOB.

## 15. Force Majeure

If the performance of the AGREEMENT in whole or in part is prevented, or significantly impeded by circumstances beyond the control of the parties, the parties' obligations will be suspended to the extent the circumstance is relevant, for as long as the circumstance persists. Such circumstances include, but are not limited to, strike, lockout and any circumstance considered by Norwegian Law to be force majeure.

## 16. Applicable law and resolution of disputes

Any dispute regarding the performance or the understanding of this agreement or the relationship between the CUSTOMER and ONIX in other respects, will be governed by Norwegian Law, with Stavanger Tingrett (district court) as the legal venue.