

# Terms and conditions for INTERAXO® and ProsjektHotell eRoom

This agreement secures the rights and obligations between  
Symetri Collaboration AS – Org.No.983443117– (Symetri)  
and the Client.

## 1. General conditions

### 1.1 Purpose of the Agreement

The purpose of the Agreement is to ensure the scope, access and quality of the IT products and services provided by Symetri to the Client.

### 1.2 Scope and parties of the Agreement

This Agreement covers use of Interaxo® and eRoom (hereafter the Solution). For this Agreement, Symetri's Operating Partner is Basefarm AS, hereafter the Operating Partner.

In this context, the Client refers to the actors, businesses, agencies and individuals who will collaborate on the Solution of the given projects, hereafter Other Actors. The individual actors who are registered with access rights in the Solution, hereafter Registered Users.

If the Client wants an alternate server, other control systems or operating procedures than those covered by this Agreement, or features that are not included in the standard solution, these must be specified in the Agreement or in a separate supplemental agreement.

As an additional service, the Client and Client's integration partner may access the Interaxo API in accordance with the provisions of section 8.

## 2. The Parties' rights and obligations

### 2.1 The supplier's rights and obligations

Symetri is not responsible for content or errors in data files, or subsequent errors, that the Client, other actors or Registered Users transmit to the Solution.

Symetri, represented by its employees and collaboration with the Operating Partner, affiliates and subcontractors, shall treat as confidential and shall not without consent disclose information that is understood or should be understood to be internal to the company in relation to the Client or Other actors.

Backup copies and restoring lost files in the event of an operating error are included in the Agreement. Backups are made daily. See the security statement for information on routines for backup and restore. Files are restored on the Client's request, at an agreed price.

When the Agreement expires, the Client and the Registered Users are responsible for transferring documents and saved data from the Solution to their own PC or server. Symetri can help in this process at an agreed price. The Client's project area is deleted, unless agreed otherwise, but not without notice to the Client.

Symetri can stop the Client's access to the Solution if payment has not been made in accordance with this Agreement. The same applies if Symetri or the Operating Partner is hit by a strike, force majeure or other situations beyond their control. Symetri cannot transfer his right or obligations to a third party without the written consent of the Client. Symetri has the right to mention the Client's name in connection with detailed advertising, marketing and campaign materials, but statements, claims and other statements associated directly with the name of the Client will not be used without the Client's prior consent.

## 2.2 Client's rights and obligations

The Client cannot transfer his right or obligations to a third party without the written consent of Symetri.

The Client is responsible for striving to ensure that all Registered Users have active virus control on the electronic files and messages that are communicated with the Solution. The Client and Registered Users must, without undue delay, report any downtime to Symetri.

## 2.3 User rights maintenance

Symetri will, after agreement with the Client, establish an access control system with given user rights for each Registered User of the Solution, including who is the administrator/coordinator of the project rooms. Symetri must at all times have up to date records of the user rights structure and quality assure it.

Upon the Client's request, Symetri must maintain these user rights. This includes registering new users, deleting users and defining rights if necessary. Only the appointed Client representative can order user rights maintenance, unless otherwise agreed between the parties.

## 2.4 Copyright and title rights

Symetri retains all copyrights and title rights, as well as any other intellectual rights to the results of Client specific customization of the Solution or other services delivered by Symetri. Unless otherwise agreed, such work is billed according to Symetri's current hourly fees for consulting services, and Symetri can (i) demand additional fees according to its prevailing rates for maintenance, and (ii) additional fees according to its prevailing rates for additional work caused by the Client specific customization.

## 2.5 Compliance with laws and regulations

Symetri will comply with applicable Norwegian laws and regulations in providing the Solution. The Client will comply with applicable Norwegian laws and regulations when it uses the Solution.

# 3. Operations, error reporting and contingencies

## 3.1 Operations and contingencies

The solution including the server and databases is physically located at our Operating Partner.

Symetri is, along with the Operating Partner, responsible for operations and maintenance for the Solution and must ensure that the Solution is accessible to the Client, around the clock.

Symetri must at all times possess the necessary competency to ensure operations and maintenance for the Solution as specified herein. Competent staff must be available during the basic period which is equivalent to a normal working day, from 8 AM to 4 PM, Monday to Friday. For (Norwegian) public holidays, the basic period may be reduced.

The Client's project area and data must be available 24/7. Maintenance should be carried out outside the basic period. Not including scheduled maintenance, the uptime must be at least 99.5%. Uptime is calculated as the average over 30 days for each calendar month.

When uptime is less than 99.5% (excluding scheduled maintenance), the monthly consideration in accordance with section 2 will be further reduced, using the allocation key below:

Uptime %	Refund of monthly fee
98.00-99.50	10%
95.00-97.99	30%
90.00-94.99	60%
<90	100%

## 3.2 Fault reporting

Symetri will maintain a center for error reporting on the Solution. Registered users of the Solution have access to Symetri's support center, and can report faults Monday to Friday, 8 AM to 4 PM. For

(Norwegian) public holidays, these hours may be reduced. For serious issues occurring outside of Symetri's opening hours, please call Symetri's emergency number, 24/7. The contact information can be found on Symetri's support pages, at [www.interaxo.com/support](http://www.interaxo.com/support).

When faults are reported, qualified personnel must start to rectify the fault within an hour after the report was made. Faults reported during the basic period will be corrected on the same day, if possible. The fault reporting and emergency service is included in the monthly operating fees. If the Client or Registered Users need a higher level of support, Symetri can offer this through an addition to this Agreement.

## 4.1 Fees

### 4. Prices/invoice conditions

Symetri will invoice the Client on a monthly basis, based on the current prices for the Solution. The Client will be given 3 months' notification of any price changes. Symetri invoices incl. VAT. Both parties can demand that the price is reconsidered in the event of changes to Symetri's operations, when these affect this agreement.

Symetri will bill the Client directly Symetri for all agreed prices for the use of the Solution. The Client is responsible for forwarding the invoice to any third parties or Registered Users.

Symetri can bill the Client for accommodation and travel expenses in accordance with the government rates for Client projects, unless otherwise agreed.

Symetri will cover all costs associated with reconstructing any data lost as a consequence of a breach of the Agreement by Symetri or its Operating Partner. This does not apply if the Client's or the Registered User's loss is covered by their insurance.

Symetri's total and aggregate liability under this Agreement is in any event limited to an amount equal to the amount Symetri has received from the Client and Registered Users in its projects during the last 12 months preceding the liability occurring event.

If an error occurs on the Solution or associated hardware or software and this is caused by the Client or third parties, Registered Users, such fault correction will be billed on an hourly basis, in accordance with the stated hourly rates. Symetri's fees are calculated as per Symetri's current rates.

### 4.2 Billing terms

The payment terms is 14 days. Invoices will be dated around the 15th of the month. All users created on the Client's community are included in the billing, regardless of whether they have logged on. The Client is responsible for deactivating users who shouldn't have access. Deactivated users are not included in the billing.

In the event of missing payments in accordance with this Agreement, Symetri has the right to charge default interest up to the date of payment according to the Norwegian Act on Late Payment Interest, if payment is made after the agreed payment date.

## 5 Liability

### 5.1 Limitations of liability

Upon material breach of this Agreement, the affected party can claim damages for direct financial losses, in accordance with standard liability rules.

The Client is responsible for protecting his own local networks, servers, content and data. Symetri is not liable for any damage or similar in connection with data loss, interruption, non delivered data, erroneous data and similar.

The Operating Partner's liability is limited to Symetri, and the same applies to Symetri's liability to the Client.

Symetri is not liable for the Client's indirect losses, unless the loss is caused by gross negligence or foreseen by Symetri. Indirect losses include:

- (a) losses due to reduced or lost production or sales (business interruption)
- (b) losses caused by the Solution not being used as intended (losses)
- (c) lost profit due to the removal of a contract with a third party contract or lack of completion of the same, but only to the degree that the third party without good cause neglected to take action to avoid or mitigate the loss.

Symetri's total and aggregate liability under this Agreement is in any event limited to an amount equal to the amount Symetri has received from the Client and Registered Users in its projects during the last 12 months preceding the liability occurring event.

Subject to the above, if the agreed fees are reduced in accordance with section 3.1 in this Agreement, such compensation / reduction in fees and any accrued default interest shall be deducted from the compensation that Client is awarded.

## **5.2 Force majeure**

In the event of exceptional circumstances beyond the control of the parties, including but not limited to; intervention or neglect of the authorities, new or amended legislation, delays or interruptions in telephone communications or remote network, massive breakdown in telecommunications lines, conflict in the labor market, embargo, fire, flood or major accident, the parties' obligations under this Agreement are suspended while the extraordinary situation persists.

The parties cannot be held liable for any damage caused as a result of force majeure. A party claiming exemption under the provisions above shall immediately notify the other party thereof. The parties must notify each other about how the situation develops. Regardless of what is stated above with regard to exemption from responsibility and liability, either party may terminate the Agreement with immediate effect if more than two (2) months pass before a commitment is fulfilled.

## **6. Duration / Termination / Disputes**

### **6.1 Duration / termination**

The Agreement is valid until it is terminated by one of the parties, subject to 30 days' notification. Termination must be made in writing. The termination period starts at the end of the month in which it is made.

If any associated Registered Users wish to extend the service period in accordance with this Agreement, beyond the Client's contractual relationship, they must enter into a separate agreement with Symetri.

If payment in accordance with this Agreement is not made by the final date for payment under section 4, Symetri can unilaterally terminate the Agreement if such amounts remain unpaid after 14 days following receipt by the Client of a written notice from Symetri requesting payment of such amount due with immediate effect, without any notice.

Symetri has the right to terminate the Agreement with immediate effect, if the Client materially breaches this Agreement, including infringing on intellectual property rights belonging to Symetri, the Operating Partner or a third party.

### **6.2 Disputes**

This Agreement is governed by the laws of Norway. If there is disagreement about the legal effects or interpretation of this Agreement, attempts should first be made to solve this through negotiation. If these negotiations don't succeed within 30 days, the dispute is submitted to an arbitration court, in the jurisdiction of Symetri's domicile.

## **7. Scope of delivery / support for the Solution**

### **7.1 Scope of delivery**

The Client and Registered Users are given the right to use the Solution in what is covered by the Client's community (project area). A project area may contain several project rooms (i.e. the price is independent of the number of projects the Client wishes to establish in his own "community"/project area. Registered users only pay for one license, even if they are members of several rooms / projects included in this Agreement.

### **7.2 Support**

All users of the Solution have the right to free user support by phone or email during normal office hours. Error reports for the use of the Solution outside the basic period should be directed to Symetri's emergency number, in accordance with section 3.2.

### **7.3 Other services**

Work ordered by the Client and carried out by Symetri in addition to the deliverables concerning the Solution listed in section 7.1 and 7.2, are invoiced based on Symetri's current rates/price.

## **8. Interaxo API**

### **8.1 Scope**

As an additional service, Symetri offers API and documentation (Interaxo API) to Client or Client's integration partner for the development of integration solutions to the Solution.

### **8.2 Risk and liability**

The Client and the integration partner are responsible for any use of the Interaxo API and for the implementation of integration solutions between Client's platform and data and the Solution, which is performed solely at the Client's own risk. By ordering this additional service from Symetri, Client acknowledge and agree that the integration partner may access Client's data and that Client is responsible for obtaining necessary consents and entering into necessary agreements with integration partners and others to obtain and use such data. Symetri cannot in any way be held responsible for the use of such data by integration partner, or for the quality or accuracy of such data.

### **8.3 Access to Interaxo API**

The Customer may at any time instruct Symetri to discontinue access to the Interaxo API. Symetri will discontinue such access as soon as practicable.

### **8.4 Operation and support**

The Interaxo API is offered with a service level of 99.5 % availability within normal working hours in Norway from 8 AM to 4 PM on ordinary weekdays (basic period). The basic period may be reduced in connection with Norwegian moving holidays and public holidays. If there are events outside the basic period, Symetri support can be notified by e-mail to [support@symetricollaboration.no](mailto:support@symetricollaboration.no).

Oslo, 1<sup>st</sup> March 2018