

## License Agreement Sticos Descartes

### 1. Scope

This agreement between Sticos AS (reg. no. 934 228 391 NO) and the customer gives the customer the right to use the product Sticos Descartes during the agreement period for the agreed number of users. Unless otherwise agreed, the agreement period runs from the time when the product is first made available to the customer after the subscription agreement and otherwise from the time of the last renewal of the concluded agreement. The agreement period is automatically renewed in accordance with the provision in point 13.

Use of Sticos Descartes must at all times take place in accordance with the conditions set out in this agreement, terms of use, as well as information given in the offer and the customer's order.

The parties may not transfer their rights and obligations under this agreement without the written consent of the other party. Consent cannot be refused without a factual reason.

### 2. Product

Sticos Descartes is a web-based audit and methodology tool based on the audit methodology of the International Standards on Auditing (ISA). The tool contains customized templates for different types of assignments in both the private and municipal sectors. The system is flexible, so that the customer can adapt the methodology and templates according to their own wishes and needs.

The product includes the necessary technical customer support in connection with logging in and using the product. Technical user support is provided via telephone or remote control. Unless otherwise specifically agreed with the customer, all of the customer's users have the right to report a need for technical user support.

Sticos Descartes is updated and maintained on an ongoing basis, and the customer will be given information about major changes to the product.

A detailed description of the product is available at <https://www.sticos.no/produkter/sticos-descartes>.

### 3. User restrictions

Unless otherwise agreed in writing, the individual customer is obliged to state the correct number of users at the start of the agreement and must also report in writing any changes in the number of users during the agreement period.

It is not permitted for a user license to be shared by several people. Access to the system is only granted to the personal users covered by this agreement. Each individual user is identified in the system through an individual registration.

With the exception of users with a role as quality controller, it is not permitted to create access for users outside the customer's own organization unless otherwise agreed in writing.

The customer is obliged to ensure that the product or parts thereof shall not be copied or otherwise made available to the employees of the customer's business who do not have a personal license to use Sticos Descartes. The customer is also obliged to ensure that the product is not made available to third parties, including other companies within the customer's group/organisation, or to employees of such companies.

#### **4. Availability**

Sticos Descartes will normally be available every day between 00:00 and 24:00.

Technical user support and administrative questions can be sent to Sticos AS 24/7 by e-mail or via the product's own support function. See contact information <https://sticos.no/kontakt>.

If errors occur outside normal working hours, error correction will begin the next working day. Unavailability due to maintenance will, as far as possible, be carried out outside normal working hours.

#### **5. Technical system requirements**

The product can be used with operating systems and browsers that are most common on the market at any given time. A complete overview of system requirements is published at <https://support.sticos.no/kunnskapsbase>.

#### **6. Prices and payment terms**

Unless otherwise agreed, the product has a subscription price for use, maintenance and support.

In addition, there is a price for any use of additional services, as well as a price for storing the customer's data that exceeds 10 GB in total for all products the customer has from Sticos AS plus an extra 1.0 GB for each client in Sticos Descartes. The customer will be notified when the limit for the agreed storage quantity is close. The customer must confirm in writing the agreement on increased storage volume.

Current prices for additional services and data storage are published at <https://www.sticos.no/lisensbetingelser/tilleggstjenester>.

All prices can be adjusted once per calendar year, effective from the first invoice period following the price adjustment.

Sticos AS invoices the subscription price in advance for each quarter unless otherwise agreed. The consequences of termination of the agreement during the agreement period are regulated in clause 13 of the agreement.

Any changes during the contract period that result in a requirement for additional payment, e.g. increase in the number of users, increased storage capacity or use of additional services, are billed continuously.

The payment terms are per 14 days from invoice date. In the event of late payment, late payment interest is calculated in accordance with the Act on interest in late payment.

The provisions in this section can be waived through written agreement.

## **7. Property rights**

Sticos AS and any subcontractors have copyright and all other intellectual property rights to all parts of the product, its content and other services offered as part of the agreement. This does not apply to the customer's own data.

The customer and the customer's users do not have the right to copy, mass download or automatically download all or parts of the product beyond what is necessary for general use, without written consent from Sticos AS.

## **8. Privacy**

Sticos AS stores the following information about its customers; information provided in connection with the conclusion of the agreement, as well as subsequent information about services and products ordered by the customer. The information is used as a basis for the fulfillment of the agreement, including invoicing and accounting.

Sticos AS will keep information about the Customer even after the end of the Agreement with a view to later renewing the subscription relationship, and for sending information about Sticos AS' products and services.

When creating access and when using products and services, Sticos AS will register information about the user. Sticos AS can make changes to the processing of information and information within the framework of the agreements or consents in force at any given time. Updated information is at any time available at <https://www.sticos.no/personvern>.

Further provisions on data processing are regulated in a separate data processor agreement which follows as appendix 1 to this agreement.

## **9. Data processing**

To the extent that the system makes it possible for the customer to store their own information at Sticos AS, this will mean that Sticos AS acts as a data processor when storing personal data for the customer. The customer is responsible for the processing of the information being in accordance with current legislation.

Sticos AS shall process all data in accordance with the requirements of the legislation in force at all times.

Sticos AS shall have the right to use the data processed in connection with this agreement to fulfill its obligations under the agreement, for relevant security and compliance purposes and for the purpose of improving the development of Sticos AS's products and services. Sticos shall, to the extent possible, use such data in an aggregated, anonymized form. Any use of personal data shall be subject to the data processing agreement entered into between the parties.

Further provisions on data processing, including the use of subcontractors, are regulated in a separate data processor agreement which follows as Appendix 1 to this agreement.

All data stored by the customer at Sticos AS is backed up. A continuous backup for the last 30 days is kept. The customer is himself responsible for the storage and backup of data that the customer stores locally.

In order to comply with the rights and obligations in the customer agreement and to offer additional modules, extensions, product improvements and related services, Sticos may share information about the Customer and the Customer's use of the product with other

companies. This access to sharing applies only to companies in the Visma group, suppliers, partners and other third parties with whom Sticos has a commercial collaboration related to the product. The access to sharing does not include the Customer's own data and personal information, beyond what is agreed in Appendix 1 Data Processing Agreement.

## **10. Confidentiality**

Within the framework of this agreement, Sticos undertakes to maintain absolute confidentiality vis-à-vis third parties regarding conditions and information the company comes into contact with as a result of the customer relationship. The duty of confidentiality also applies to information about third parties that comes to Sticos' knowledge as a result of the customer relationship, such as e.g. client information, accounting data and information about employees.

Sticos will ensure that all employees exercise care when processing sensitive information and that technical systems are in place to ensure that information does not go astray.

The duty of confidentiality applies correspondingly to Sticos' possible subcontractors, is unlimited in time and also applies after the contractual relationship has ended.

The provisions in this point do not prevent the required disclosure of information in accordance with the applicable legal provisions. If the Customer's operations are covered by national industry regulations and/or ICT regulations, this also applies to the relevant authorities' right to access necessary information as part of the supervision of the Customer and supervision of outsourced operations (Sticos AS and their subcontractors) without restrictions. The customer also has a right to the necessary information and reports from Sticos AS and their subcontractors so that the company can follow up on its outsourced operations and fulfill the company's own reporting obligations in that regard.

For customers covered by ICT regulations, both the Customer and relevant authorities have the right to carry out the necessary audit of outsourced operations at Sticos AS and their subcontractors.

In an emergency situation, Sticos AS must cooperate with the authorities in accordance with statutory requirements in the relevant sector regulations that the Customer is covered by.

## **11. Liability**

Despite extensive quality assurance of content and functions in the product, it is impossible for Sticos to protect itself against all possible errors in content and functions developed by Sticos or provided by third parties. The customer is obliged to ensure the quality of information that can cause damage due to errors or incompleteness.

The customer's use of the product does not replace concrete advice. The customer is responsible for his own interpretation and use of the product's content and functions. The customer must assess in each individual case whether and to what extent the relevant content is updated and fits the purpose, including whether the content should be adapted or modified to meet the customer's needs.

Sticos disclaims any responsibility as a result of the Customer's use of the product, including information provided in connection with professional support and user support, with the exception of cases resulting from gross negligence or intent. Sticos' overall liability for damages during the contract period is in all cases limited upwards to an amount that corresponds to the consideration invoiced for Sticos Descartes in the last 12 months before the defect occurred. Indirect losses are not covered. Indirect losses include, but are not

limited to, lost profits of any kind, lost savings, loss of data, incidental losses, or claims by third parties.

If the product should be substantially unavailable to the customer on weekdays between 07:00 and 19:00 due to conditions for which Sticos AS is responsible, the customer can demand a proportionate price reduction. Considered essential when the product as a whole is unavailable for more than 0.5% of the guaranteed uptime per calendar month.

To ensure the quality of the system, any errors that the customer becomes aware of should be reported to Sticos AS as soon as possible.

#### **Liability related to intellectual property rights**

Notwithstanding the limitation of liability in Section 11, Paragraph 3 of the Agreement, Sticos shall indemnify the Customer for financial loss resulting from a third party bringing a claim against the Customer that the product or the Customer's use thereof infringes the third party's intellectual property rights, provided that the claim has been finally decided in favor of the third party by a court with jurisdiction to decide the claim or by settlement that Sticos has pre-approved.

Sticos' obligation to indemnify the Customer under this Section only applies if:

- (i) the Customer notifies Sticos immediately after the Customer becomes aware of the claim;
- (ii) the Customer gives Sticos control over negotiations, legal proceedings and any settlement;
- (iii) the Customer cooperates with Sticos in accordance with Sticos' reasonable instructions;
- (iv) the claim is not caused by or related to Customer's breach of the License Agreement or Sticos' instructions to prevent or limit a potential or actual infringement of a third party's intellectual property rights; and
- (v) the claim is not caused by or related to use, modification, integration, or adaptations not carried out or approved in writing by Sticos.

If Sticos becomes aware of a potential or actual infringement of intellectual property rights, Sticos has the right to:

- (i) modify the product so that such infringement no longer exists;
- (ii) replace the product, or parts thereof, with a functionally equivalent product;
- (iii) obtain a license for Customer's continued use of the product; or
- (iv) withdraw Customer's license to the product, against a refund of any prepaid fees for the remainder of the agreement term.

Customer may not bring any other claims based on infringement of third party rights.

The Customer shall, at its own expense, indemnify and defend Sticos against claims and disputes arising from a third party claiming that the information, or its use pursuant to the License Agreement, or the Customer's use of the Product in violation of the License Agreement:

- (i) violates or infringes the third party's intellectual property rights or other rights; or
- (ii) violates applicable law.

Sticos shall notify the Customer of the claim within a reasonable time, cooperate with the Customer, at the Customer's expense, to the extent reasonable, and give the Customer control over the legal process and any settlement negotiations.

### **Force Majeure**

Should an extraordinary situation occur that is considered force majeure under Norwegian law and that is beyond the control of one of the parties and makes it impossible to fulfill the party's obligations under this Agreement, the other party shall be notified of this as soon as possible. As long as the force majeure event continues, the parties shall provide the other party with information as soon as possible about matters of importance for the implementation of the Agreement.

The parties' obligations and performance under the agreement are suspended for as long as the extraordinary situation lasts. If the force majeure event persists for more than 90 days, either party has the right to terminate the agreement in writing.

### **12. Default**

In the event of payment default, Sticos AS has the right to block access to Sticos Descartes without further notice, until payment has taken place.

Sticos AS has the right to immediately terminate the agreement or limit individual users' access to all or parts of the product if the customer or the customer's users materially breach the subscription agreement or the terms of use for the product. Termination of the agreement means that access to Sticos Descartes will be blocked.

Default on the part of the customer does not reduce the customer's obligation to pay the subscription price for the agreement period.

In the event of a significant breach of the agreement by Sticos AS, and which Sticos AS has not been able to correct within a reasonable time after written notice from the customer, the customer can terminate the agreement with immediate effect. Substantial breach of the agreement by Sticos AS results in a proportionate refund of the subscription price paid for the agreement period.

### **13. Duration and termination**

The agreement comes into force from the moment the Customer orders a subscription to Sticos Descartes.

The agreement runs until it is terminated in writing by one of the parties. Termination takes effect from the end of the current quarter.

The consequence of a termination is that access to the product is closed and that Sticos deletes the customer's data 5 years after the agreement has ended. Access to the customer's data after termination of the agreement is considered a payable additional service. The price for such access can be found at <https://www.sticos.no/lisens/tilleggstjenester>.

The provisions in this section can be waived through written agreement.

### **14. Disputes**

The agreement is subject to Norwegian law.

Disputes between the parties must be resolved through negotiations. If an agreement cannot be reached within a period of 60 days, each party has the right to bring the dispute to court.

For disputes arising in connection with this agreement, the court where Sticos AS has its head office is used as venue.

## **15. Attachments**

Appendix 1: Data processor agreement

## Appendix 1 to License agreement Sticos Descartes (translated):

### Data Processing Agreement

between the Customer and

<b>Data Processor:</b>	Sticos AS
Organisation number:	934 228 391
Country of establishment:	Norway
Data Processor's contact for general requests:	<a href="mailto:personvern@sticos.no">personvern@sticos.no</a>
Data Processor's contact for notification of unauthorised data processing:	<a href="mailto:personvern@sticos.no">personvern@sticos.no</a> Phone.: (+47) 73 56 00 00

Henceforth respectively referred to as "Controller", "Processor", or "Party" and collectively as the "Parties".

#### Introduction

Both Parties confirm that the undersigned have the power of attorney to enter into this data processing agreement ("Agreement"). This Agreement will form part of and regulate the processing of personal data tied to the following service agreements ("Service Agreements") between the Parties:

- Liscence Agreement Sticos Descartes

#### Definitions

The definition of Personal Data, Special Categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Data Subject, Controller and Processor is equivalent to how the terms are used and interpreted in applicable privacy legislation, including the General Data Protection Regulation (GDPR) applicable for this Agreement and Europe from 25 May 2018.

#### Scope

The Agreement regulates the Processor's Processing of Personal Data on behalf of the Controller, and outlines how the Processor shall contribute to ensure privacy on behalf of the Controller and its registered Data Subjects, through technical and organisational measures according to applicable privacy legislation, including the GDPR.

The purpose behind the Processor's Processing of Personal Data on behalf of the Controller is to fulfill the Service Agreements and this Agreement.

This Agreement takes precedence over any conflicting provisions regarding the Processing of Personal Data in the Service Agreements or in other former agreements made between the Parties. The original Norwegian text takes precedence over this translation.



### **The Processor's obligations**

The Processor shall only Process Personal Data on behalf of and in accordance with the Controller's instructions. By entering into this Agreement, the Controller instructs the Processor to process Personal Data in the following manner; i) only in accordance with applicable law, ii) to fulfill all obligations according to the Service Agreement, iii) as further specified via the Controller's ordinary use of the Processor's services and iv) as specified in this Agreement.

The Processor has no reason to believe that legislation applicable to it prevents the Processor from fulfilling the instructions mentioned above. The Processor shall, upon becoming aware of it, notify the Controller of instructions or other Processing activities by the Controller which in the opinion of the Processor, infringes applicable privacy legislation.

The categories of Data Subject's and Personal Data subject to Processing according to this Agreement are outlined in Appendix A.

The Processor shall ensure the confidentiality, integrity and availability of Personal Data according to privacy legislation applicable to The Processor. The Processor shall implement systematic, organisational and technical measures to ensure an appropriate level of security, taking into account the state of the art and cost of implementation in relation to the risk represented by the Processing, and the nature of the Personal Data to be protected.

The Processor shall assist the Controller by appropriate technical and organisational measures, insofar as possible and taking into account the nature of the Processing and the information available to the Processor, in fulfilling the Controller's obligations under applicable privacy legislation with regards to request from Data Subjects, and general privacy compliance under the GDPR article 32 to 36.

If the Controller requires information or assistance regarding security measures, documentation or other forms of information regarding how the Processor processes Personal Data, and such requests exceed the standard information provided by the Processor to comply with applicable privacy legislation as Processor, the Processor may charge the Controller for such request for additional services.

The Processor and its staff shall ensure confidentiality concerning the Personal Data subject to Processing in accordance with the Agreement. This provision also applies after the termination of the Agreement.

The Processor will, by notifying the Controller without undue delay, enable the Controller to comply with the legal requirements regarding notification to data authorities or Data Subjects about incidents.

Further, the Processor will to the extent it is appropriate and lawful notify the Controller of;

- i) requests for the disclosure of Personal Data received from a Data Subject,
- ii) requests for the disclosure of Personal Data by governmental authorities, such as the police

The Processor will not respond directly to requests from Data Subjects unless authorised by the Controller to do so. The Processor will not disclose information tied to this Agreement to governmental authorities such as the police, hereunder Personal Data, except as obligated by law, such as through a court order or similar warrant.

The Processor does not control if and how the Controller uses third party integrations through the Processor's API or similar, and thus the Processor has no ownership to risk in this regard. The Controller is solely responsible for third party integrations.

### **The Controller's obligations**

The Controller confirms by the signing of this Agreement that:

- The Controller has legal authority to process and disclose to the Processor (including any subcontractors used by the Processor) the Personal Data in question.
- The Controller has the responsibility for the accuracy, integrity, content, reliability and lawfulness of

the Personal Data disclosed to the Processor.

- The Controller has fulfilled its duties to provide relevant information to Data Subjects and authorities regarding processing of Personal Data according to mandatory data protection legislation.
- The Controller shall, when using the services provided by the Processor under the Services Agreement, not communicate any Sensitive Personal Data

### **Use of subcontractors and transfer of data**

As part of the delivery of services to the Controller according to the Service Agreements and this Agreement, the Processor will make use of subcontractors and the Controller gives its general consent to usage of subcontractors. Such subcontractors can be other companies within the Visma group or external third party subcontractors. The Processor shall ensure that subcontractors agree to undertake responsibilities corresponding to the obligations set out in this Agreement.

An overview of the current subcontractors with access to Personal Data can be found at <https://www.sticos.no/personvern/trust>. The Controller may request more detailed information about subcontractors.

If the subcontractors are located outside the EU, the Controller gives the Processor authorisation to ensure proper legal grounds for the transfer of Personal Data out of the EU on behalf of the Controller, hereunder by entering into EU Model Clauses.

The Controller shall be notified in advance of any changes of subcontractors that Process Personal Data. If the Controller objects to a new subcontractor, the Processor and Controller shall review the documentation of the subcontractors compliance efforts in order to ensure fulfilment of applicable privacy legislation.

### **Security**

The Processor is committed to provide a high level of security in its products and services. The Processor provides its security level through organisational, technical and physical security measures, according to the requirements on information security measures outlined in the GDPR article 32.

The Visma-group's framework for privacy shall ensure the confidentiality, integrity, robustness and accessibility of personal data. The following measures are of particular importance:

- Classification of personal data to assess security measures based on risk assessment.
- Consider encryption and pseudonymization to mitigate risk.
- Restrict access to personal data only to personnel who need such access to fulfill obligations under this Data Protection Agreement or Service Agreement.
- Implementation of systems that detect, correct, prevent and report deviations.
- Use security audits to analyse whether current technical and organisational measures to protect personal data are sufficient, in light of current legislation.

### **Audit rights**

The Controller may audit the Processor's compliance with this Agreement up to once a year. If required by legislation applicable to the Controller, the Controller may request audits more frequently.

To request an audit, the Controller must submit a detailed audit plan at least four weeks in advance of the proposed audit date to the Processor, describing the proposed scope, duration, and start date of the audit. If any third party is to conduct the audit, it must as a main rule be mutually agreed between the Parties. However, if the processing environment is a multitenant environment or similar, the Controller gives the

Processor authority to decide, due to security reasons, that audits shall be performed by a neutral third party auditor of the Processor's choosing.

If the requested audit scope is addressed in an ISAE, ISO or similar assurance report performed by a qualified third party auditor within the prior twelve months, and the Processor confirms that there are no known material changes in the measures audited, the Controller agrees to accept those findings instead of requesting a new audit of the measures covered by the report.

In any case, audits must be conducted during regular business hours at the applicable facility, subject to the Processors policies, and may not unreasonably interfere with the Processors business activities.

The Controller shall be responsible for any costs arising from the Controller's requested audits. Requests for assistance beyond what is required to comply with current privacy legislation from the Processor may be subject to fees.

### **Term and termination**

This Agreement is valid for as long as the Processor processes Personal Data on behalf of the Controller according to the Service Agreements.

This Agreement is automatically terminated upon termination of the Service Agreement. Upon termination of this Agreement, the Processor will delete or return Personal Data processed on behalf of the Controller, according to the applicable clauses in the Service Agreement. Unless otherwise agreed in writing, the cost of such actions shall be based on; i) hourly rates for the time spent by the Processor and ii) the complexity of the requested process.

The Processor may retain Personal Data after termination of the Agreement, to the extent it is required by law, subject to the same type of technical and organisational security measures as outlined in this Agreement.

### **Changes and amendments**

Changes to the Data Processor Agreement shall be included in a new agreement or in an Appendix to this agreement and accepted by both Parties in order to be valid.

If any provisions in this Agreement become void, this shall not affect the remaining provisions. The Parties shall replace the void provision with a lawful provision that reflects the purpose of the void provision.

### **Liability**

The Parties agree and acknowledge that each Party shall be liable for and held accountable to pay administrative fines and damages directly to data subjects which the Party has been imposed to pay by the data protection authorities or authorised courts according to applicable privacy legislation. Liability matters between the Parties shall be governed by the liability clauses in the Service Agreement between the Parties.

### **Governing law and legal venue**

This Agreement is subject to the governing law and legal venue as set out in the Service Agreement between the parties.

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### **Attachments**

Appendix A - Categories of Personal Data and Data Subjects

## Appendix A - Categories of Personal Data and Data Subjects

### *1. Categories of Data Subject's and Personal Data subject to Processing according to this Agreement*

#### *a. Categories of Data Subjects*

- i. customer end users
- ii. customer employees
- iii. customer contact persons

#### *b. Categories of Personal Data*

- i. contact information such as name, phone, address, email etc
- ii. job information such as position, company etc
- iii. economical information such as credit card, invoice, account, etc.
- iv. usage statistics and login information, such as userID, login time, search history, etc.
- v. the user's own input as a result of using the service, such as content in non-conformance reports, forms, user text and edits, uploaded documents, etc.
- vi. information provided to support, such as description of the issue, attachments, etc.
- vii. debug logs