

Naeva – Terms and conditions

Before you, as a customer or partner of Naeva (“the Customer”), accept an offer from us or make use of our products or services, you must read and accept the following terms of service (“the Terms”).

1. Offers and orders

1.1. Offer. The Customer may have received one or more written offers from Naeva describing specific deliveries as well as detailed terms for these (the “Offer”). Offers may be given in many ways, including via email and in offer letters, but only written offers shall be binding for Naeva. Naeva’s products and services that can be purchased on Naeva’s or our partners’ websites or applications are also considered binding Offers in accordance with the prices and terms stated on the website and shall be deemed accepted in writing once the Customer completes the online purchase process. All Offers are subject to these Terms.

1.2. Acceptance of offer. Written acceptance of any Offer constitutes a mutually binding agreement for delivery and payment in accordance with the Offer and simultaneous acceptance of these Terms. All terms specified in an Offer that has been accepted in writing by the Customer shall be considered part of these Terms, and these Terms shall likewise be considered part of any Offer.

1.3. Solvency. The Customer warrants that, upon accepting an Offer, they are creditworthy, solvent, and otherwise able to meet their obligations hereunder for the duration of the Delivery. Each party shall promptly notify the other if they become insolvent, as well as if they or their parent company file for or are placed under bankruptcy proceedings.

1.4. Delivery reservations. Naeva is obligated to deliver in accordance with the Offer once it is accepted in writing within the Offer’s validity period. However, reservations are made for delays caused by third parties, subcontractors, external circumstances, force majeure, or similar, insofar as these are beyond Naeva’s control. Naeva shall not be held financially or factually liable for such delays caused by circumstances outside Naeva’s control.

1.5. Special agreements. If Naeva and the Customer have signed separate agreements regulating the customer relationship, such agreement shall always take precedence over these Terms in the event of a conflict, but these Terms shall still supplement such agreement. Specialized agreements take precedence over general agreements. For example, a DPA shall take precedence over general data protection terms in a customer agreement.

1.6. Scope and specifications. The scope of Naeva’s deliveries and services, as well as specific requirements for specification, functionality, pilot projects, and similar (the “Delivery”), shall be regulated by the Offer. If further clarification of details regarding the Delivery needs to be agreed upon, this shall be done in a written agreement.

1.7. Additional services or deliveries. Additional services, deliveries, or extensions may be added to the customer relationship through additional Offers accepted by the Customer.

2. Delivery

2.1. The Delivery. The Delivery shall take place in accordance with the applicable Offer and these Terms.

2.2. Deficiencies in the Delivery. If the Delivery cannot be carried out in accordance with the Terms and the relevant Offers, the parties shall, without undue delay, meet to clarify which measures must be implemented for the Delivery to be completed.

2.3. Changes to the Delivery. The scope, timing, pricing, and duration of the Delivery may be changed through a written agreement.

2.4. Removal of units. All Naeva devices, applications, or software installed at the Customer in connection with a Delivery may only be removed, dismantled, or decommissioned when such Delivery expires, or with written consent from Naeva. All physical units shall be removed/dismantled by Naeva or by someone authorized by Naeva, except where immediate removal is necessary to prevent danger to life, health, or property, in which case the Customer shall notify Naeva without undue delay.

2.5. Availability. Naeva aims to keep its cloud-based services available at all times, but does not guarantee uninterrupted or error-free operation. Access may be temporarily interrupted for maintenance, upgrades, or security measures; Naeva shall give reasonable advance notice where practicable.

2.6. Defects. The Customer shall notify Naeva in writing of any defect in the Delivery without undue delay, and no later than 30 days after the defect was or should have been discovered. Naeva shall remedy defects for which it is responsible within a reasonable time and at no cost to the Customer. If a material defect is not remedied within a reasonable time, the Customer is entitled to a proportionate reduction of the fees for the affected part of the Delivery for the period the defect persisted. These are the Customer's sole remedies for defects, without prejudice to clause 7.2.

2.7. Units at the Customer's site. The Customer shall handle all units with reasonable care, provide the power, connectivity, and physical access necessary for installation, operation, and servicing, and shall not move, open, or modify units without Naeva's consent. The Customer bears the risk of loss of, or damage to, units while at the Customer's site, except for normal wear and tear and faults for which Naeva is responsible under clause 2.6. Lost or damaged units may be invoiced at current market unit cost.

2.8. Support. Naeva provides support and maintenance for its solutions as required to deliver the Services and as described in the applicable Offer or otherwise agreed in writing.

2.9. Continuous development of the Delivery. Naeva may freely update, develop, modify, replace or discontinue individual features, integrations and technical solutions forming part of the Delivery. Such changes shall only entitle the Customer to terminate the Delivery where they result in a material reduction in the overall functionality of the Delivery.

3. Pricing

3.1. Prices. Prices are regulated by the Offer applicable to the relevant Delivery. Unless otherwise specified, all prices are exclusive of VAT.

3.2. Invoicing. Naeva shall issue an invoice together with a detailed invoice report at the end of the month in accordance with the prices and other expenses stated in the applicable Offer. All invoices shall be paid by the Customer within 30 days from the invoice date.

3.3. Annual price adjustment. All prices are adjusted annually by Naeva as of January 15. Adjustments shall occur no earlier than the first subsequent calendar year after the agreement's start date.

4. Duration

4.1. Duration of the Terms. The Terms apply between the Customer and Naeva for as long as a Delivery is ongoing or longer where specified in specific clauses.

4.2. Duration of the Delivery. The duration of the Delivery is regulated by the applicable Offer.

4.3. Extension of the Delivery. Extensions of the Delivery shall be agreed in writing. Naeva reserves the right to adjust its prices in connection with such an extension.

5. Data processing and cyber security

5.1. Personal Data. Use of Naeva's products and services will involve the collection and processing of information about identifiable individuals ("Personal Data") in connection with the Delivery.

5.2. Privacy legislation. Both parties shall ensure that they process Personal Data in accordance with applicable Norwegian law, including the General Data Protection Regulation ("GDPR").

5.3. Roles. Where Naeva processes Personal Data on behalf of the Customer as part of a Delivery, the Customer is the data controller and Naeva is the data processor. Where required under GDPR, the parties shall enter into a separate data processing agreement, which takes precedence over this section 5 for such processing.

5.4. Duty to inform and legal basis. Each party is responsible for informing all individuals for whom they are the data controller about the processing of such individuals' Personal Data that will occur in connection with the Delivery. The parties shall ensure that they have sufficient legal basis for any processing of Personal Data for which they are the data controller.

5.5. Naeva's data processing. The Customer hereby instructs and permits Naeva to use relevant Personal Data from the Delivery to provide its services and products to the Customer, as well as for internal use, such as ongoing analysis, troubleshooting, improvements, and product development. For detailed information, we refer to our general privacy terms available at naeva.no/personvern. Unless otherwise agreed, all processing of Personal Data takes place in the EEA. Any transfer outside the EEA takes place under a valid GDPR transfer mechanism.

5.6. Other data processing. Apart from such data processing as mentioned above, the parties shall themselves be the data controller for Personal Data they acquire and process as part of their own operations.

5.7. Commercial exploitation of data. Subject to the EU Data Act (if and when implemented in the EEA), Naeva reserves the right to commercially exploit and/or sell to third parties aggregated and anonymized usage data, raw data, and statistics collected and/or stored by Naeva's components, systems, and applications in connection with the Delivery, provided such data is anonymized with respect to specific companies, projects, sites, locations, and individuals before being shared with anyone other than the parties. Specifically, and without limitation, Naeva shall be entitled to build benchmarks, analytics, algorithms, industry insights and product improvements from aggregated and/or anonymised data from the Services. This clause shall not limit the Customer's rights to retain or use their own data to which they have access as part of the Services.

5.8. Customer Data. Data that the Customer or its users enter into or generate in Naeva's solutions ("Customer Data") is and remains the Customer's property. Naeva may process Customer Data to deliver, maintain, and improve its products and services, and as otherwise set out in these Terms.

5.9. Cybersecurity.

i. **Compliance and updates.** Naeva shall maintain reasonable cybersecurity measures and comply with applicable cybersecurity law, including the EU Cyber Resilience Act where applicable. Naeva may provide or deploy security updates, patches or other measures necessary to maintain the security and safe operation of the Delivery. The Customer shall permit and implement such measures without undue delay.

ii. **Customer obligations.** The Customer shall protect accounts, credentials, networks and connected systems, restrict access to authorised users, follow Naeva's reasonable security instructions, and not disable, circumvent or interfere with security mechanisms, software or firmware.

iii. **Vulnerabilities and incidents.** The Customer shall notify Naeva without undue delay of suspected vulnerabilities, unauthorised access or cybersecurity incidents affecting the Delivery and provide reasonable cooperation required for investigation, remediation and statutory reporting.

iv. **Protective measures.** Where reasonably necessary to address a material cybersecurity or safety risk, Naeva may deploy updates, restrict or suspend affected functionality, disconnect devices or require other proportionate measures. Naeva shall, where reasonably practicable, minimise disruption and take account of functionality necessary to deliver the Services as agreed.

v. **Customer-caused risk.** Naeva shall not be liable for vulnerabilities, incidents or losses to the extent caused by unauthorised modifications, insecure Customer systems, failure to follow reasonable security instructions, or failure to implement security updates.

vi. **Support period.** Security updates and vulnerability handling shall be provided during the applicable support period communicated by Naeva and as otherwise required by mandatory law.

6. Confidentiality, technology and intellectual property

6.1. Technology.

i. **Rights.** Unless otherwise stipulated in a separate agreement, Naeva retains all rights to technology, concepts, prototypes, solutions, ideas, drawings, code, design, software, data, and other proprietary information ("Technology") that is used by, shared with, or otherwise processed by the Customer in connection with the performance of Deliveries, but excluding Customer data or content, uploaded documents/media and connected product data except where specifically stated.

ii. **Ownership.** Nothing in the Terms or in any Offer shall be construed as transferring ownership of Technology used in connection with the Delivery to the Customer or others. All technology related to the Delivery that belongs to or is developed by Naeva is and shall remain the exclusive property of Naeva. Unless otherwise agreed in writing, this shall apply regardless of whether the Technology is developed on Naeva's own initiative or at the request of, in collaboration with, or in return for payment by the Customer.

iii. **Confidentiality.** All Technology belonging to Naeva shall be considered strictly confidential information.

6.2. Right of use. Naeva grants the Customer a non-exclusive, non-transferable right to use the software, applications, and services included in a Delivery, for the Customer's internal business purposes and for the duration of the Delivery. The Customer shall not (i) copy, modify, or reverse engineer the software; (ii) resell, sublicense, or make the Delivery available to third parties; (iii) share user credentials, circumvent security measures, or use the Delivery to develop a competing product or service; or (iv) upload or distribute unlawful, infringing, or harmful content through the solutions. The Customer is responsible for its users' compliance with the Terms.

6.3. Duty of confidentiality. The parties shall maintain confidentiality and protect all confidential information, including all Technology, belonging to the other party that they become aware of during the performance of the Delivery. This clause shall be observed indefinitely, even after the termination or expiry of the Delivery.

6.4. General functional descriptions. Nothing shall restrict the parties' ability to describe the general design, areas of use, applications, and functionality of the Delivery to relevant employees, agents, customers, or partners. It is nevertheless essential that the technological structure of the Delivery under no circumstances shall be shared with third parties without written consent from Naeva.

6.5. Party information. Where the Customer gains access to Naeva's Technology (other than general functional descriptions under section 6.4), confidential information, or trade secrets ("Party Information"), the Customer shall exercise particular caution to avoid granting access to such Party Information to third parties. In this regard, the Customer shall comply with the following points where relevant:

- i. No Party Information shall be discussed with, made available to, or disclosed to third parties.
- ii. No Party Information shall be stored on a server, in the cloud, or otherwise in any physical or digital location which the Customer does not control by means of direct and secure technical and organisational measures consistent with industry security standards, or by imposing such on a reputable third party (e.g. Google or Microsoft).

iii. The Customer shall only make Party Information available to third parties or persons within its own group who are bound by confidentiality through a written agreement.

iv. The Customer shall ensure that persons within its own group who are involved in the performance of Deliveries are made aware of these rules for Party Information.

If there is a breach of these points regarding Party Information, the Customer shall immediately (i) notify Naeva and (ii) implement reasonable and proportionate damage-mitigation measures in consultation with Naeva.

6.6. Ownership of components in the Delivery.

i. **Ownership of units.** Naeva is a service provider and (except where otherwise is agreed in writing) retains ownership of all units, applications, and software included in the Delivery, both while in operation and after they have been decommissioned. Nothing in the Terms or the Offer shall be construed as granting the Customer any ownership or rights to units, applications, or software included in the Delivery.

ii. **Expiry of Deliveries.** When a Delivery is completed or expired, all units shall be returned to Naeva in accordance with Naeva's reasonable instructions. Defective or damaged units shall also be returned to Naeva in accordance with Naeva's reasonable instructions. All Customer access to software or applications provided by Naeva as part of the Delivery will be terminated when the Delivery ends.

iii. **Customer Data export.** Before a Delivery ends, the Customer may export its Customer Data using the standard functionality of the solutions. Upon written request made no later than 30 days after the Delivery ends, Naeva shall make Customer Data available in a commonly used format. Thereafter Naeva may delete Customer Data, unless retention is required by law or agreement.

6.7. Indemnification. In the event of the Customer's breach of the provisions in the Terms regarding confidentiality, Technology, Party Information, and/or intellectual property, the Customer shall indemnify Naeva for all direct and indirect losses resulting from such breach.

6.8. Third-party claims. Naeva shall indemnify the Customer against third-party claims alleging that the Customer's authorized use of software delivered by Naeva infringes intellectual property rights, provided the Customer notifies Naeva without undue delay and lets Naeva control the defense and any settlement. Naeva may, at its option, modify or replace the affected software so it no longer infringes, or terminate the affected Delivery and refund prepaid fees for the remaining period. This clause sets out the Customer's exclusive remedy for such claims.

7. Termination and breach

7.1. Termination of Delivery.

i. **Notice period.** Deliveries without an agreed fixed term may be terminated by either party by written notice. Termination shall take effect at the end of the calendar month in which notice is received. The Customer shall be invoiced for the full current month, and no further fees shall accrue thereafter.

Deliveries subject to a fixed term agreed in the Offer may not be terminated during the fixed term without reasonable cause. If the Customer nevertheless terminates such a Delivery before

expiry of the fixed term without reasonable cause, all remaining fees for the fixed term shall become immediately due and payable.

ii. **Regulation of Deliveries during the notice period.** The Terms shall continue to govern all ongoing Deliveries until the notice period has expired.

7.2. Material breach of agreement.

i. **Material breach.** If one party considers the other to be in material breach of the Terms, they shall, without undue delay, notify the other party of such breach. The notice shall contain sufficient detail to allow the other party to effectively assess the matter and implement measures to prevent or minimize the consequences and severity of such potential breach.

ii. **Termination due to breach.** Each party may terminate the customer relationship if the other party has caused a material breach, provided that such breach is not remedied within 30 calendar days after the relevant party has received notice of the breach from the other party. Upon termination due to breach, any ongoing Delivery shall cease, and the Terms and future Deliveries shall be cancelled from the same date.

7.3. Unlawful termination or non-performance.

i. **Naeva's losses.** If the Customer unlawfully terminates a Delivery or fails to fulfill their obligations under the Offer and the Terms, they shall compensate Naeva for its losses directly resulting from the breach, including direct loss of revenue under such Delivery. If the Delivery includes physical units that are integrated at the Customer's premises, a fee will be charged based on Naeva's current hourly rates for the removal and/or dismantling of such units. Compensation for early termination of a fixed-term Delivery is regulated by clause 7.1(i).

ii. **Suspension.** In the event of the Customer's breach of the Terms, including non-payment, Naeva may suspend the Delivery until the breach is remedied, provided the Customer has received written notice and 14 days to remedy. Naeva may suspend without notice where necessary to address a security threat or unlawful use of the solutions.

8. Liability and indemnification

8.1. Liability. Liability for breach of the Terms shall be resolved in accordance with applicable contractual principles, except as otherwise described in these Terms.

8.2. Misuse. Naeva shall not be liable for the Customer's losses caused by incorrect use or misuse of products, software, or other elements of the Delivery, provided Naeva can document that the use was contrary to user manuals and/or written instructions given by Naeva, or where elements of the Delivery are used for purposes beyond the agreed uses. The Customer is liable for all direct losses incurred by Naeva due to incorrect use or misuse of the Delivery on the Customer's side.

8.3. Customer documentation and reporting. The Customer is solely responsible for the form, content, and execution in all cases where they wish or are required to report, collect, compile, provide, or maintain information, consents, and/or documentation in connection with the Delivery. This may be relevant if the Customer (for example) wishes to use Naeva's solutions to carry out the following:

- Where the Customer wishes or is required to make available information about the terms for user access to a given location.
- Where the Customer is required to maintain HSE documentation.
- Where the Customer wishes to document user acceptance of terms/requirements.
- Other situations where Naeva's solutions are used by the Customer to comply with reporting, information, or documentation requirements imposed on the Customer.

The above listed items are only examples and is not exhaustive.

8.4. Site Safety and Procedures. Naeva's services are intended as a supporting tool and do not replace the Customer's own procedures or statutory responsibilities relating to health, safety and environment, working conditions, maintenance, supervision, inspection, or similar matters concerning equipment, sites, workplaces or personnel ("Procedures"). The Customer remains responsible for establishing, maintaining and complying with such Procedures. Naeva shall not be liable for personal injury, property damage or financial loss resulting from the Customer's failure to comply with its Procedures.

8.4. Non-payment. In the event of non-payment of a valid invoice in accordance with the Terms, interest on any overdue payment will accrue from the date on which payment was due. Interest accrues at the rate applicable at any time under the Norwegian Act relating to Interest on Overdue Payments.

8.5. Enforcement. If the Customer fails to pay any amount when due, Naeva may pursue collection and enforcement of the full outstanding amount, including interest and other recoverable costs, in accordance with the Norwegian Enforcement Act and other applicable law.

8.6. Limitation of liability. Except where these Terms expressly provide otherwise, each party's total liability in the customer relationship is limited to the fees paid or payable under the affected Delivery for the 12 months preceding the event giving rise to the claim, and neither party is liable for indirect losses, including loss of profit, production, or data. These limitations do not apply to loss caused by gross negligence or wilful misconduct, breach of section 6, or the Customer's obligation to pay agreed fees. Claims are waived if not notified to the other party in writing within six months after the party became, or should have become, aware of its basis.

9. Other

9.1. Governing law. The Terms are governed by Norwegian law. Both parties hereby undertake to fulfill the Terms in accordance with applicable Norwegian law.

9.2. NDA. Either party may require the other party to sign a non-disclosure agreement (NDA). If such an NDA is signed, it shall take precedence over the Terms.

9.3. Force majeure. Neither party shall be held liable for failing to fulfill their obligations if this is due to external circumstances beyond the parties' control, which cannot be avoided or overcome by reasonable means. When invoking force majeure, the affected party shall, without undue delay, notify the other party of the expected duration and extent of their inability to fulfill any Offer and the Terms in general. If a force majeure situation prevents performance for more than 90 days, either party may terminate the affected Delivery with 14 days' written notice, without liability for such termination.

9.4. Other terms and amendments. Other provisions and amendments to the Terms shall be agreed in writing with reference to these Terms.

9.5. Disputes. Disputes between the parties shall be resolved through negotiations. If this fails, Bergen District Court in Norway shall be the appropriate legal venue.

9.6. Notices. Notices shall be given in writing. Email is considered written form and shall be used as the primary communication channel.

9.7. Changes. Naeva may amend these Terms, and may make changes to its products and services, with at least 30 days' written notice. If a change is materially detrimental to the Customer, the Customer may terminate the affected Delivery with effect from the date the change takes effect. Continued use after that date constitutes acceptance.

9.8. Assignment. Neither party may assign its rights or obligations under the Terms without the other party's written consent, which shall not be unreasonably withheld. A party may nevertheless assign the Terms to a company in the same group, or in connection with a merger, acquisition, or sale of its business, upon written notice to the the other party.

9.9. Language.

These Terms are issued in Norwegian and English. In the event of any discrepancy, the English version prevails.