

# MAESTRO SOFTWARE AGREEMENT

## GENERAL TERMS AND CONDITIONS

### PART A DEFINITIONS

Throughout the Agreement, the terms listed below shall be understood as follows:

<b>The Agreement:</b>	The Agreement means the Customer Agreement with associated appendices, of which Maestro Soft's Service Level Agreement (SLA) and these Terms and Conditions are two. In addition, specific Product Terms may apply in certain cases.
<b>API:</b>	Application Programming Interface.
<b>Users:</b>	Users means the Customer's employees who are entitled to use the Software pursuant to the Licence.
<b>Support:</b>	Support means the assistance and guidance provided by Maestro Soft in the use of the Software.
<b>Documentation:</b>	Documentation means documentation pertaining to the Software, including but not limited to user guides, training materials, help documents, and information about the Software.
<b>Integrated Application:</b>	A software application from a party other than Maestro Soft, integrated with the Software using an API provided by Maestro Soft.
<b>Consultancy Services:</b>	Consultancy Services means training, advisory services, technical assistance, etc. that are not covered by Support or ordinary error correction.
<b>Customer Agreement:</b>	The Customer Agreement is a confirmation specifying the Software, as well as Users, Modules, and fees applicable to the Customer's order. Any additional terms and conditions applicable to the Software ordered by the Customer will also be attached to the Customer Agreement.
<b>Customer Data:</b>	Data belonging to the Customer (or the Customer's Users) that is processed by the Software.
<b>The Customer:</b>	The Customer means the customer identified in the Customer Agreement.
<b>The Licence:</b>	The Licence means the Customer's right to use Maestro Soft's Software as set out in the Agreement.
<b>The Website:</b>	The Website means Maestro Soft's website on the internet.
<b>Module:</b>	A functional package within the Software. Modules are ordered separately and specified in the Customer Agreement.
<b>The Parties:</b>	The Parties means Maestro Soft and the Customer.
<b>Product Terms:</b>	Product Terms means terms relating to a specific product or Module.
<b>Software:</b>	Software means Downloadable Software and Software as a Service from Maestro Soft. Downloadable Software means software that the Customer may download from Maestro Soft's website and use without Maestro Soft

	managing installation and operation. Software as a Service means software delivered as an ongoing service over the Internet, including Maestro Soft's Software as a Service and any lookup, transfer/sharing, and other online services used by Downloadable Software and Software as a Service.
<b>The Terms:</b>	The Terms means the provisions in this document.

## PART B GENERAL TERMS AND CONDITIONS

### B.1 SOFTWARE

**B.1.1** The Software is owned by Maestro Soft.

**B.1.2** Maestro Soft grants the Customer a right to use the Software as made available for download online, installed on the Customer's computer(s) under the Customer's control (Software installed on the Customer's computer(s) may contain components and integrations using the internet), or access to the Software as delivered by Maestro Soft as an ongoing service over the Internet.

**B.1.3** The Customer is granted a limited, non-exclusive, revocable, and terminable right of access to and use of the Software and associated Documentation.

**B.1.4** The Licence entitles the Customer to use the Software in accordance with the Agreement. The Software is a standard software product and is delivered "as is". No specific versions or functionality at particular points in time are guaranteed, and these may change over time. The Customer may access and use the Software and Documentation as available online at any time. For Software installed on the Customer's computer(s), the Customer is responsible for using a supported version.

**B.1.5** In the case of Downloadable Software, the right of use may under no circumstances be transferred to or assigned to parties other than Users, in whole or in part, without the prior written consent of Maestro Soft.

**B.1.6** Maestro Soft will make new versions of the Software and associated Documentation available to the Customer. Information about updates, new versions, etc. will be delivered within the Software, on the Software's Website, in online communities, or by email.

### B.2 API

**B.2.1** The Customer is granted a limited, non-exclusive, revocable, non-transferable, and terminable right to use Maestro Soft APIs to integrate software applications not provided by Maestro Soft with the Software (Integrated Application).

**B.2.2** Maestro Soft's APIs are provided "as is", as described under B.1.4. Maestro Soft will endeavour to provide advance notice of changes to APIs, but reserves the right to modify or discontinue Maestro Soft APIs and/or support for these at its own discretion and without obligation or liability. Modifications may require the Integrated Application to use a supported version of the Maestro Soft API.

**B.2.3** Maestro Soft reserves the right to charge for a Maestro Soft API, including making the right of use conditional on payment of such fees.

**B.2.4** Any unauthorised use of an API may result in immediate deactivation of the User(s) or termination of the Agreement.

**B.2.5** The Customer may terminate the right of use of the API at any time by ceasing to use the Maestro Soft APIs.

**B.2.6** The Customer shall ensure that the Integrated Application and associated systems, such as web servers and databases, are configured to provide appropriate security through organisational, technical, and physical security measures. The Customer is solely responsible for correct configuration of APIs.

### B.3 CUSTOMER RIGHTS AND OBLIGATIONS

**B.3.1** To use the Software as specified by Maestro Soft in Documentation or in any other manner.

**B.3.2** To use the Software and Documentation in accordance with the Agreement.

**B.3.3** To carry out necessary testing to ensure compatibility between the Software and other software/equipment/services used by the Customer, before the Software and new versions of the Software are put into use. The same applies when replacing or updating software/equipment/services integrated with the Software.

**B.3.4** The Customer is solely responsible for all use of the Software, including actions carried out by Users and the administration of Users, access rights, or integration of third-party integrations. The Customer bears sole responsibility for the content and legality of Customer Data, and shall not transfer or

process malicious code, data, or similar in or with the Software, or use the Software for unlawful purposes.

**B.3.5** The Customer is responsible for providing Maestro Soft with updated contact information, including a primary email address.

**B.3.6** Users are administered by the Customer and are the Customer's responsibility.

## **B.4 FEES**

**B.4.1** Fees for the Software are in accordance with the prevailing price lists for Maestro Soft as published on the Website, unless otherwise explicitly agreed in the Customer Agreement.

**B.4.2** Certain software products and online services may be priced on a consumption basis.

## **B.5 INVOICING**

**B.5.1** Maestro Soft will invoice the Customer for agreed fees under this Agreement. All prices are exclusive of value added tax.

**B.5.2** Establishment fees are invoiced as soon as the Software has been purchased.

**B.5.3** Annual licence fees for Downloadable Software and Support subscriptions are invoiced in advance upon establishment, and thereafter at the beginning of January each year.

**B.5.4** Unless otherwise agreed in writing, fees for other products and Modules, including but not limited to Software and lookup, sharing/transfer, and other online services priced on a consumption basis, are invoiced in arrears per quarter.

## **B.6 PAYMENT**

**B.6.1** The Customer shall pay Maestro Soft within 14 days of receipt of invoice unless otherwise agreed. Late payment will incur interest in accordance with applicable law.

**B.6.2** In the event of late or non-payment by the Customer, Maestro Soft reserves the right to suspend the Customer's access to the Software and to charge interest up to the maximum rate permitted by law. Unpaid invoices will be referred to a collection agency. If the situation is not resolved within a reasonable time, Maestro Soft reserves the right to terminate the Customer's right to use the Software, cf. D.6.4.

## **B.7 PRICE CHANGES**

**B.7.1** Fees for the Software are in accordance with the prevailing prices available from Maestro Soft, as published online, in the Software, or made available in other ways.

**B.7.2** Maestro Soft reserves the right to change prices, including the pricing model, with 3 months' notice. Such notice is not required if the change does not exceed the change in Statistics Norway's Consumer Price Index (CPI), by delivery sector – Services where labour dominates, since the previous price change. For Downloadable Software, price changes take effect from 1 January of the following year.

## PART C DATA PROCESSING AGREEMENT

Maestro Soft is committed to ensuring that the Software complies with applicable data protection laws and regulations.

The Customer may request additional, non-public information about data processing from Maestro Soft. Please note that such requests may require a confidentiality agreement. Maestro Soft reserves the right to charge its standard rates for such requests.

The Customer may also contact Maestro Soft's Data Protection Officer at: [personvern@maestro.no](mailto:personvern@maestro.no)

In connection with the delivery of the Software and lookup, transfer/sharing, and other online services used by the Software pursuant to the Maestro Software Agreement, Maestro Soft processes personal data on behalf of the Customer in accordance with these Terms.

The Customer is the data controller for Customer Data and is responsible for ensuring that the processing of personal data takes place in accordance with the General Data Protection Regulation (see GDPR Article 24), applicable data protection provisions of Union law or the national law of member states, and these Terms.

### C.1 PURPOSE OF PROCESSING

**C.1.1** Maestro Software is delivered both as Downloadable Software used without the data processor managing installation, storage, and operation of the Software, and as Software as a Service delivered over the Internet with storage and operation in the cloud. Both Downloadable Software and Software as a Service use lookup, transfer/sharing, and other online services. In addition, the data processor provides Support and Consultancy Services.

**C.1.2** For Software as a Service and for lookup, transfer/sharing, and other online services used by the Software, the data processor may process and have access to the data controller's personal data in connection with storage, operation, and error correction. The data processor may carry out processing in the form of access, retrieval, conversion, storage, disclosure by transfer/copying, moving, consultation, and erasure.

**C.1.3** For Downloadable Software, processing will take place within the Software licensed by the data processor to the data controller, installed on-site at the data controller or at the data controller's hosting provider. The data processor will therefore not have access for storage and operation, but only for error correction.

**C.1.4** For Support and Consultancy Services, the data processor may process and have access to the data controller's personal data in connection with consultation, adaptation, or modifications. Processing may take place in the data controller's or data processor's systems where this is necessary for the data processor's error correction, support, and consultancy services.

### C.2 CUSTOMER DATA

**C.2.1** The Customer consents to and/or warrants, as applicable, that:

- i) The Customer instructs Maestro Soft to process Customer Data on behalf of the Customer only for the purpose and to the extent necessary for fulfilment of the Maestro Software Agreement, which entitles the Customer to use the data processor's Software and lookup, transfer/sharing, and other online services used by the Software, as well as support and consultancy services.
- ii) The Customer owns or otherwise has the right to transfer Customer Data, including personal data, to the Software for processing. The Customer is responsible for the accuracy, integrity, content, reliability, and lawfulness of such data, including its use.
- iii) It is the Customer's obligation as data controller to notify, to the extent required by applicable law, processing and breaches to relevant supervisory authorities and/or the data subjects concerned.
- iv) The Customer shall document, inter alia, the types and categories of data subjects and categories of personal data processed, in accordance with any requirements of applicable data protection laws.

**C.2.2** Maestro Soft is the data processor for Customer Data, and consents to and/or warrants the following:

- i) To process Customer Data only in accordance with the Customer's instructions in clause C.2.1 i) above.
- ii) To comply with guidance and directives from the relevant supervisory authorities.
- iii) That Maestro Soft has the right and obligation to make decisions about which technical and organisational security measures shall be implemented to establish the necessary level of security, cf. GDPR Article 32. The measures shall be appropriate in relation to the risk of the processing, and shall as a minimum include pseudonymisation and encryption of personal data where appropriate, access control and logging, measures to ensure ongoing confidentiality, integrity, availability, and resilience of the systems, and procedures for regular testing and evaluation of the security measures. The data processor has established a Security Policy, which is regularly updated, to ensure this responsibility is properly maintained. The Security Policy is available upon request.
- iv) Maestro Soft shall notify the Customer without undue delay upon becoming aware of a breach of personal data protection legislation with a reasonable degree of certainty.
- v) Maestro Soft shall, within its obligations as data processor under applicable data protection legislation, assist the Customer in its role as data controller through appropriate organisational and technical measures, insofar as this is possible and with regard to the nature of the processing and the information available to Maestro Soft, including assisting the Customer in responding to requests relating to the exercise of data subjects' rights, conducting data protection impact assessments (DPIAs) and any prior consultation with a supervisory authority where required, and by providing information necessary to demonstrate compliance with applicable data protection law. Maestro Soft reserves the right to charge its standard rates for such assistance.
- vi) When Maestro Soft's lawful basis for processing Customer Data expires, Maestro Soft shall delete all personal data, unless there is another legal basis for continued processing, or Maestro Soft and the Customer agree otherwise. Such changes shall be documented and retained in writing, including electronically, together with the Terms.
- vii) That Maestro Soft shall immediately notify the Customer of any request for disclosure, access, or transfer of data received directly from a data subject, or from public authorities, unless Maestro Soft is legally prevented from doing so. Maestro Soft will not respond to such requests unless the Customer has authorised it. Maestro Soft will only disclose Customer Data to public authorities in connection with compliance with legally binding orders, such as a court order or search warrant.
- viii) Processing of personal data under this Agreement may not, without the Customer's prior written consent, take place in locations outside the EU/EEA.
- ix) If a transfer of personal data to a third country or international organisation, which Maestro Soft has not been instructed by the Customer to carry out, is required under Union law or the national law of member states to which Maestro Soft or its sub-processors are subject, Maestro Soft shall inform the Customer of that legal requirement prior to processing, unless that law prohibits such notification on important grounds of public interest.
- x) Maestro Soft shall ensure that employees and other persons acting on Maestro Soft's behalf who have access to Customer Data are subject to a duty of confidentiality or are bound by statutory confidentiality obligations. This obligation also applies after the Agreement expires.

### C.3 USAGE DATA

**C.3.1** Usage data is various types of data generated through use of the Software. This data is used by Maestro Soft to protect data and the Software, deliver, maintain, develop, and market the Software. The Customer grants Maestro Soft the right to use usage data owned by the Customer as specified under clause C.3.

**C.3.2** Usage data includes: i) technical information and traffic data, such as type of operating system, type of browser, and IP address, ii) aggregated customer or user-generated data, iii) non-aggregated customer or user-generated data, such as context and content of support cases, security logs, and similar, and iv) limited production data, such as images, files, or databases from Customer Data in certain cases and subject to strict security measures.

**C.3.3** If usage data contains personal data, such as email or IP addresses, or information about the Customer, such as name or organisation number, Maestro Soft is the data controller based on legitimate interest, and shall implement reasonable technical and organisational security measures to achieve a

level of security appropriate to the risk of the processing. Usage data is not used for any purpose that would legally require consent from the data subject.

**C.3.4** Production data is limited in each case with respect to scope, access, and time, and is subject to appropriate security measures. Limited production data is used only for the following purposes: i) improvement of services and user experiences, for example by analysing aggregated usage patterns, ii) development and testing, and iii) security and related purposes, for example incident logs and similar to prevent, investigate, and document security issues and incidents, and to improve security in the Software.

## **C.4 SUB-PROCESSORS**

**C.4.1** Maestro Soft may use other companies within the Maestro group and third-party sub-processors for the delivery and development of the Software, including the processing of personal data and/or usage data. Maestro Soft will always enter into a data processing agreement with sub-processors to fulfil the obligations set out in this Agreement.

**C.4.2** Maestro Soft shall ensure that the obligations imposed on Maestro Soft through the Agreement are complied with by sub-processors. Maestro Soft is fully responsible for the performance of the sub-processor's tasks, in the same manner as if Maestro Soft itself had carried out the performance.

**C.4.3** An up-to-date list of sub-processors is available on the Website at all times.

## **C.5 NOTIFICATION OF CHANGES TO SUB-PROCESSORS**

**C.5.1** Maestro Soft will notify the Customer in writing of any planned changes concerning the addition or replacement of sub-processors with at least 30 days' notice.

**C.5.2** The Customer may raise written objections to the use of a sub-processor on reasonable grounds within 30 days of receiving notice, providing a specific justification, particularly where the Software is delivered as standardised online services. In some cases, the Customer may not be able to object to the use of sub-processors; in such cases the Customer may terminate the customer relationship in accordance with clause D.6.

## **C.6 PROCEDURE FOR CUSTOMER AUDITS, INCLUDING INSPECTIONS, OF THE PROCESSING OF PERSONAL DATA ENTRUSTED TO MAESTRO SOFT**

**C.6.1** The Customer may designate an independent representative to carry out audits and physical inspections on behalf of the data controller.

**C.6.2** Maestro Soft shall be given reasonable notice of the audit.

**C.6.3** The purpose of the audit shall be to establish that Maestro Soft complies with the GDPR, applicable data protection provisions of Union law or the national law of member states, and the Terms. The data processor shall be given access to and the opportunity to comment on any adverse findings and the audit report before it is communicated to the data controller.

**C.6.4** The independent representative shall sign a customary confidentiality declaration before the audit commences.

**C.6.5** Based on the results of the audit, the Customer may require that measures be implemented to ensure that the GDPR, applicable data protection provisions of Union law or the national law of member states, and the Terms are complied with.

**C.6.6** Work and costs associated with an audit etc. are governed by the Terms clause D.9.3.

## PART D SUPPORTING TERMS

### D.1 LIMITED LIABILITY FOR ERRORS IN THE SOFTWARE

**D.1.1** Maestro Soft will use commercially reasonable efforts to ensure that the Software functions substantially as described in the Documentation during the agreement period, provided it is correctly configured and updated to a supported version. The Customer acknowledges that the Software will not be entirely free of errors and that improvement of the Software is an ongoing process. Maestro Soft provides no warranty that the Software will meet all of the Customer's requirements, function without errors with the Customer's choice of equipment, systems, configurations, customisations, or integrations not provided by Maestro Soft, or delivered over the internet, or will be uninterrupted.

**D.1.2** Where the Customer identifies errors in the Software, these shall be reported to Maestro Soft as soon as possible and without undue delay after discovery in order to preserve the right to make a claim. If the Software does not function in accordance with the limited warranty in D.1.1, Maestro Soft shall correct errors and deficiencies in the Software at its own expense.

**D.1.3** If the error or deficiency is material, meaning that the Customer's ability to use the Software is substantially reduced, the Customer has the right to terminate the right of use for the affected Software provided Maestro Soft does not remedy the error or deficiency within a reasonable time. A refund claim will arise for the period during which the Software was affected by the error.

**D.1.4** Except as expressly stated herein, the Customer shall not raise further claims against Maestro Soft in connection with complaints.

**D.1.5** Links to other websites displayed in the Software or Documentation that are not owned by Maestro Soft are provided as a convenience.

**D.1.6** Maestro Soft's liability for error correction is further governed by Maestro Soft's SLA, which is available on the Website.

### D.2 LIABILITY

**D.2.1** Maestro Soft is not liable for data belonging to the Customer (or the Customer's Users) processed by the Software (for example customer databases, production data, and documents), including content, ownership, and legitimacy, or for use or other activities carried out on Customer Data by the Customer, or that are otherwise outside Maestro Soft's control.

**D.2.2** Neither party shall be liable for delays or failure to perform arising from or in connection with force majeure, including operations and legislation applicable to the internet and major market fluctuations. If the force majeure situation persists for more than 3 months, the Parties may terminate the Agreement with 3 months' notice. In connection with force majeure situations, the Parties have a mutual duty to inform. Such information shall be provided as soon as possible.

**D.2.3** Maestro Soft shall under no circumstances be liable for indirect loss or damage arising in connection with a breach, including but not limited to loss of Customer Data, production, revenue, or profit, or third-party claims or governmental sanctions.

**D.2.4** The Parties' total aggregate liability under the Agreement is limited to the agreed licence fees paid for the past 12 months for the affected Software.

**D.2.5** Maestro Soft will exercise care to ensure secure transfer of information between the Customer and the service; however, the Customer acknowledges that the internet is an open system and Maestro Soft cannot guarantee that third parties will not intercept or alter data.

### D.3 INTELLECTUAL PROPERTY RIGHTS

**D.3.1** The Customer acknowledges that the following constitutes Maestro Soft's intellectual property ("Maestro Soft's Intellectual Property"):

- i) The Software and any creation, product, or service related thereto, including software, databases, designs, interfaces, algorithms, ideas, concepts, sketches, diagrams, technical data, tables, and similar, regardless of whether this is protected under the Copyright Act or other legislation, and regardless of whether this has been created verbally, in writing, or in any other manner, as well as

the time and place of creation, which Maestro Soft, its employees, or its sub-processors have wholly or partly created, as it exists at the time of the agreement and as it is further developed.

- ii) Any trademark, logo, or name of the Software and product names used by and/or registered to Maestro Soft.
- iii) "Maestro Soft" and other company names used by Maestro Soft, including all names beginning with "Maestro".
- iv) The Customer acknowledges that Maestro Soft has the exclusive right to Maestro Soft's Intellectual Property.

**D.3.2** The Customer shall: i) not cause or permit infringement of Maestro Soft's Intellectual Property or assist or allow others to do so, ii) notify Maestro Soft of any infringement or suspected infringement of Maestro Soft's Intellectual Property, including but not limited to unlicensed use of the Software — notice shall be given as soon as the Customer becomes aware of or suspects such infringement, iii) not without Maestro Soft's written consent use or apply to register any name, trademark, or domain name that includes, resembles, or could be confused with all or part of Maestro Soft's Intellectual Property — this provision also applies after the expiry of the agreement period, iv) not translate, adapt, or modify the Software or documentation, or decompile or reverse-engineer the Software, and v) not use Maestro Soft's Intellectual Property and other rights belonging to Maestro Soft beyond what follows from the Agreement or written consent from Maestro Soft.

**D.3.3** If the Customer infringes Maestro Soft's intellectual property rights in the Software, the Customer shall pay a maximum amount equivalent to 50G (the National Insurance basic amount). Maestro Soft has the right to additionally claim compensation for its documented losses arising from infringement of Maestro Soft's Intellectual Property, including rights to the Software.

## D.4 CONFIDENTIAL INFORMATION

**D.4.1** Confidential Information means any information that the Parties become aware of in connection with the Agreement and its implementation, including but not limited to technical, financial, or commercial information, regardless of whether a Party has designated such information as confidential.

**D.4.2** The Parties may not share Confidential Information with a third party without written consent from the other Party, or use the information for purposes other than those arising from the Agreement.

**D.4.3** Confidential Information does not include information i) that is or becomes publicly available other than through a Party's breach of this Agreement, ii) that the party can show was in its possession prior to the entry into of this Agreement, iii) received from a third party without breach of any duty of confidentiality, or iv) independently developed by the party without breach of this Agreement.

**D.4.4** Maestro Soft will not make Customer Data available to third parties in ways other than described in this Agreement except: i) to comply with applicable law, regulation, or directive, ii) to investigate or prevent serious security threats or fraud, and iii) in connection with reorganisation, merger, sale, or purchase of all or part of Maestro Soft or the Maestro group. Maestro Soft will in all such cases ensure that all parties involved in such an exchange of information comply with the obligations set out herein through an appropriate confidentiality agreement. Where information must be disclosed pursuant to law or regulation, the disclosing Party shall notify the other Party before such disclosure takes place, unless such notification is not permitted under law or regulation.

**D.4.5** Maestro Soft may disclose Confidential Information to other companies in the Maestro group, partners, or sub-processors to the extent required to deliver the Software and to fulfil its obligations under these Terms.

**D.4.6** Each Party is responsible for ensuring that its employees, sub-processors, and other parties acting on the Party's behalf handle Confidential Information in accordance with this or equivalent confidentiality agreements.

**D.4.7** The confidentiality obligations set out in the Agreement are not time-limited and therefore also apply after the Agreement expires, unless otherwise agreed in writing between the Parties.

## D.5 INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT

**D.5.1** Maestro Soft shall indemnify the Customer against any claim, including reasonable and necessary legal fees and awarded costs, from a third party alleging that the Software infringes copyright or other

intellectual property rights, provided the Customer cooperates with Maestro Soft at Maestro Soft's expense and gives Maestro Soft full control over the legal proceedings and settlement. This does not apply if the infringement is caused by the Software having been used in breach of or contrary to the Agreement, including if the claim arises from use, modification, integration, or adaptation of the Software not carried out by Maestro Soft.

**D.5.2** The Customer shall notify Maestro Soft in writing of such a claim as soon as it is made.

**D.5.3** If such infringement occurs, Maestro Soft shall at its own discretion: i) secure the Customer's continued right to use the Software, ii) modify the Software so that it no longer infringes the third party's rights, iii) replace the Software or the part of the Software that constitutes an infringement with other software/services fulfilling the same functions, or iv) refund the Customer the licence fees for the relevant remaining prepaid licence period.

## **D.6 TERM AND TERMINATION**

The Customer may terminate the customer relationship or individual Software (including Users and Modules) in accordance with the following terms:

**D.6.1** The Parties may terminate the Agreement with 3 months' written notice.

**D.6.2** For Downloadable Software, the termination deadline is 30 September for the following calendar year.

**D.6.3** For Software delivered as a service over the Internet, individual products and modules may have their own termination terms.

**D.6.4** Maestro Soft may, following written notice, terminate the Agreement with immediate effect in the event of payment default exceeding 30 days.

**D.6.5** The Parties may terminate the Agreement with immediate effect if i) the other Party materially breaches the Agreement and does not remedy the breach within a reasonable time following notice thereof, or ii) the other Party goes bankrupt, initiates bankruptcy proceedings, is subject to debt settlement negotiations, or is otherwise insolvent.

**D.6.6** The Customer may terminate the Agreement with immediate effect if the Agreement would be in conflict with law, independence requirements, or professional rules. If there is reason to suspect that such a situation will arise, the Customer shall immediately notify Maestro Soft, unless such notification is not possible.

**D.6.7** The Customer may additionally terminate all or part of the Agreement as described in clause D.1.3.

**D.6.8** Upon termination on grounds other than clauses D.6.1–D.6.3, Maestro Soft will release the Customer from payment of the agreed licence fees for the period during which the Customer will not be using the Software.

**D.6.9** Upon termination and/or expiry of the Software Agreement, the Customer is responsible for storing its own data. Maestro Soft will upon request assist with the transfer of the Customer's data back to the Customer or a new supplier to the extent possible. The work will be invoiced as Consultancy Services and data storage in accordance with Maestro Soft's price list as available on the Website.

## **D.7 ASSIGNMENT OF THE AGREEMENT**

**D.7.1** Maestro Soft has the right to assign all or part of the Agreement to a third party provided Maestro Soft can demonstrate that such third party has sufficient competence, resources, and financial means to assume the obligations under the Agreement. The Customer may object to such assignment if there is reasonable cause.

## **D.8 SECURITY AND AUDITS**

**D.8.1** The Customer's internal and external auditors and the Financial Supervisory Authority of Norway have the right to request information and reporting on demand, and have the right to access and request information about Maestro Soft's operations, to the extent relevant to the services provided under the Agreement. This right applies equally to Maestro Soft's sub-processors. The right to audit and review is connected to Maestro Soft's compliance with legal and contractual obligations, service performance, and Maestro Soft's operations generally, insofar as this is related to service delivery.

**D.8.2** The Customer's need for access is primarily sought to be met through access to independent audit arrangements, such as SOC I, II, and III reports, ISO certifications, etc. If the Customer's statutory obligations to ensure risk management and internal control of outsourced activities are not adequately met through independent audit arrangements or other documentation from Maestro Soft, an on-site audit may be carried out.

**D.8.3** Exercise of the right of access: The time and scope of the audit shall be agreed between the parties before access is granted. The Customer's exercise of an audit or access presupposes a signed confidentiality declaration. Information regarding the Customer's competitors, Maestro Soft's trade secrets, and other Customer Data shall in all cases not be covered by the right of access.

**D.8.4** Reasonable expenses for work and costs associated with audits and reviews as referred to in clauses D.8.1 and D.8.3 shall be compensated by the Customer on a time-spent basis as Consultancy Services, as set out in Maestro Soft's price list as available on the Website at any time. Fees for access to documentation as referred to in clause D.8.2 are agreed separately, but will as a rule be free of charge with regard to Maestro Soft's own documents.

## **D.9 AVAILABILITY AND SUPPORT**

**D.9.1** Maestro Soft's availability guarantee, maintenance windows, and support and Support options are described in Maestro Soft's SLA available on the Website. Maestro Soft will provide operational support free of charge. Assistance with the use of the Software, including set-up and installation, is referred to as Support. Assistance with professional issues or similar is not covered by Support.

**D.9.2** In cases where Maestro Soft considers that an enquiry is not covered by Support, Maestro Soft shall inform the Customer of this in order to retain the right to invoice.

**D.9.3** Unless otherwise agreed in the Customer Agreement, the following applies: Maestro Soft offers a dedicated Support subscription which the Customer is free to purchase. If a Support subscription has not been purchased, the Customer pays for Support on a time-spent basis. Prices are set out in Maestro Soft's price list on the Website.

## **D.10 CONSULTANCY SERVICES**

### **D.10.1 SCOPE**

Maestro Soft provides Consultancy Services for the Software.

Consultancy Services may include, for example, in-house training, customisation, data reconstruction, assistance with development and maintenance of integrations, contingency planning, decommissioning activities, and other technical assistance.

Consultancy Services shall be carried out by Maestro Soft in accordance with what has been agreed and confirmed in the assignment agreement, and shall be performed professionally and efficiently, with normal good quality. Documentation (technical and user documentation) is only included where specified in the assignment agreement.

The Customer shall cooperate loyally throughout the assignment.

Maestro Soft does not warrant that the performance of Consultancy Services will lead to the result the Customer expects.

### **D.10.2 RIGHTS**

The Customer has no right to exploit the results of the Consultancy Services in ways or contexts other than those specified in the assignment agreement without prior written consent from Maestro Soft.

Unless otherwise agreed, Maestro Soft retains all rights, including copyright and other intellectual property rights, to the results of the project and the project materials.

### **D.10.3 FEES**

Consultancy hours are invoiced on a time-spent basis plus any applicable travel expenses in connection with assignments pursuant to Maestro Soft's prevailing hourly or daily rates. Travel time is compensated at 50% of the applicable hourly rate.

### **D.10.4 LIABILITY**

Maestro Soft is responsible for remedying, free of charge, any errors or deficiencies caused by the company's failure to fulfil its obligations under the assignment agreement, provided this would not incur unreasonable costs and is not caused by the Customer's circumstances or force majeure.

The obligation to remedy presupposes that the Customer has made a written complaint without undue delay. The maximum complaint deadline is 1 month after the Consultancy Services have been performed.

Maestro Soft is not liable for the Customer's potential loss of operations or secondary losses resulting from Consultancy Services. The Customer's claims under the Agreement are limited to a reduction in the price of Consultancy Services where Maestro Soft fails to fulfil the stated obligation to remedy, or where Maestro Soft has acted with gross negligence or wilful misconduct.

## **D.11 GOVERNING LAW**

**D.11.1** Any dispute relating to the Agreement shall be resolved under Norwegian law. The Parties submit to the Oslo District Court as the agreed venue.

**D.11.2** Unless otherwise required by mandatory legislation, the Customer hereby waives the right to raise objections to the choice of venue.

## **D.12 ORDER OF PRECEDENCE**

In the event of any conflict between the Agreement and its associated appendices, the following order of precedence shall apply: the Customer Agreement takes precedence over the SLA and the Terms, and the Terms take precedence over the SLA. Where specific Product Terms exist, these take precedence over the Terms. Where a separate data processing agreement has been entered into as an appendix for a specific product, this shall take precedence over Part C of these Terms.

## **D.13 AMENDMENTS**

Maestro Soft may amend the Terms with 3 months' notice. The Terms will always include the date of the last update.

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*Rev. 01.07.2026*