

# TERMS OF SERVICE

Effective: March 1st, 2024

**Important** - read before installing or using.

These terms of service (hereinafter the **"Terms of Service"**) govern Vimond's provision of and Customer's access to and use of the Vimond Products and Vimond Platform obtained either directly from Vimond or via a Vimond-authorized reseller.

When an Authorized User uses the Vimond Products or any other SaaS service or product offered by Vimond that does not have a separate written agreement, these Terms of Service shall apply.

1. Definitions	
1.1	In these Terms of Service, except to the extent expressly provided otherwise:
<b>"Account"</b>	means an account enabling a person to access and use the Vimond Products, including both Administrator accounts and Authorized User accounts;
<b>"Administrator(s)"</b>	means any Authorized User that is designated by Customer to manage other Authorized Users' access to the Vimond Products;
<b>"Agreement"</b>	means that the agreement shall comprise the following: (i) the Order; (ii) these Terms of Service; (iii) Support agreement; and the documents comprising this Agreement shall have the order of precedence as set out above;
<b>"Applicable Law"</b>	means the laws of Norway
<b>"Authorized User"</b>	means any individual, including a Customer's employee, representative, consultant, or agent who is authorised by Customer to access and use the Vimond Products for Customer's benefit and has unique identifications and passwords for the Vimond Products;
<b>"Billing Period"</b>	means the period for which Customer agrees to prepay the Fees under an Order, which will be the same as the Term unless otherwise specified in the Order;
<b>"Content"</b>	means all content, data, video, music, graphics, audiovisual combinations, photographs, templates, or information in any form that is uploaded to or made available in Customer's Account(s) by Customer or on Customer's behalf;
<b>"Confidential Information"</b>	means the following includes, without limitation: (a) all intellectual property; (b) financial and business information (including pricing); (c) Customer's Personal Data; (d) any other information designated in writing as "Confidential"; but does not include (i) Content; (ii) information that has become publicly known through no breach by Customer or Vimond of these confidentiality obligations; (iii) information that is independently and lawfully developed or obtained without access to Confidential Information, as evidenced in writing; (iv) information required to be disclosed by law; or (v) the fact that Customer is a customer of Vimond;

<b>"Customer's Applications"</b>	means all software programs, including any source code for such programs that Customer and/or Authorized Users provide and load onto, or create using, any relevant Vimond Products. The Vimond Products, the Vimond Platform, Vimond's Intellectual Property Rights, and all derivative works thereof do not fall within the meaning of the term "Customer's Applications";
<b>"Customer's End Users"</b>	means the consumer of a Customer's service
<b>"Customer's Personal Data"</b>	means all personal data, uploaded to or stored on the Vimond Platform by the Customer; transmitted by the Vimond Platform at the instigation of the Customer; supplied by the Customer to Vimond for uploading to, transmission by or storage on the Vimond Platform; or generated by the Vimond Platform as a result of the use of the Vimond Products by the Customer as may relate to Authorized Users and/or Customer's End Users (but excluding any Usage Data);
<b>"Data Protection Laws"</b>	means all applicable laws relating to the processing of personal data, as defined therein, including the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"Documentation"</b>	means the documentation describing the scope, features, and functionality of the relevant Vimond Products, as may be varied from time to time, may be made available or provided to the Customer on the designated Customer portal and/or otherwise on request;
<b>"Effective Date"</b>	means the date set out in the Order upon which date this Agreement shall come into force and effect;
<b>"Fees"</b>	means the fees specified in the applicable Order;
<b>"Force Majeure Event"</b>	means an event, or a series of related events, that is outside the reasonable control of the Party affected (including, but not limited to, failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemics, epidemics,, explosions, fires, floods, riots, terrorist attacks and wars);
<b>"Initial Term"</b>	means the initial term as described in the applicable Order;
<b>"Intellectual Property Rights"</b>	means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including but not limited to copyright and related rights, database rights, Confidential Information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;
<b>"Maintenance"</b>	means the general maintenance of the Vimond Platform and/or Vimond Products and any updates thereto, as deemed necessary by Vimond;
<b>"Maintenance Window"</b>	means a predetermined time interval deemed necessary by Vimond during which Maintenance is carried out;
<b>"Malicious Code"</b>	means code, files, scripts, agents or programs intended to do harm, including but not limited to viruses, malware, worms, time bombs and Trojan horses;
<b>"Vimond Support"</b>	means the support to be provided to the Customer as set out in the Order;

<b>"Order"</b>	means one of the following means by which the Customer subscribes to the Vimond Products: (i) an order form signed by both Parties, (ii) an order placed by Customer subscribing to the Vimond Products by way of online-subscription; and (iii) an order signed by Customer and a Vimond authorised reseller;
<b>"Overage Fees"</b>	means monthly fees payable by the Customer when the actual usage of additional units or quantities, related to the Service, are in excess of the initial amount agreed upon in the Order
<b>"Party" or "Parties"</b>	means the parties named in the Order individually or collectively depending on the context in which each term is used;
<b>"Professional Services"</b>	means the professional consultancy services provided by Vimond to Customer in accordance with clause 13 of this Agreement;
<b>"Professional Services Deliveries"</b>	means anything developed by Vimond by way of provision of Professional Services ordered by Customer and delivered to Customer under clause 13;
<b>"Term"</b>	means the Initial Term and any Renewal Term as described in the Order;
<b>"Usage Data"</b>	means all information, data and other content (excluding any Content) accessed by Vimond via Customer's access and use of the Vimond Products, including without limitation the IP addresses, web request headers, including without limitation browser type, user agent, and referral page, web pages visited on the Services, cookie information and/or any analytics data relating to the usage of the Vimond Platform and/or, Vimond Products by Authorized Users' and Customer's End Users, and other information relating to usage of the Vimond Products including server log files);
<b>"Vimond Platform"</b>	means the platform managed by Vimond and used by Vimond to provide the suite of Vimond Products, including the application and database software for the Vimond Products, the system and server software used to provide the Vimond Products, and the AWS Compute Cloud instances (or similar alternative) on which that application, database, system, and server software is installed;
<b>"Vimond Products"</b>	means proprietary products, components, functionality, software and technology and all modifications or further development thereto owned and/or developed by Vimond or a Vimond affiliated entity, including but not limited to the Vimond Platform and the Vimond products set out in the Order and made available to the Customer on the Vimond Platform.
<b>"Vimond Products Defect"</b>	means a defect, error, bug, malfunction or nonconformity in the Vimond Products having an adverse effect on the appearance, operation, functionality or performance of the Vimond Products, but excluding any defect, error or bug caused by or arising as a result of:  (a) any act or omission of the Customer or any person authorised by the Customer to use the Vimond Products;  (b) any use of Vimond Products contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;

	(c) a failure of the Customer to perform or observe any of its obligations in this Agreement
<b>Contracting Parties</b>	
2.	<p>2.1. This Agreement is entered into between the Vimond entity specified in the Order ("Vimond") and the Customer.</p> <p>2.2. Each Order, and any attachments, annexures, or schedules thereto, is subject to these Terms of Service and are incorporated into the Agreement by reference.</p>
<b>Effective Date and Term</b>	
3.	<p>3.1. This Agreement commences on the Effective Date in the Order and shall remain in effect for the duration of the Term</p> <p>3.2. The license period for the Vimond Products commences on the Effective Date, at which point the applicable license fees become payable unless otherwise specified in the Order.</p>
<b>Vimond Products</b>	
4. Rights Granted by Vimond	Customer shall have the non-exclusive, non-assignable, royalty-free, worldwide limited right to access and use the Vimond Products solely for the lawful operation of Customer's business and in accordance with the provisions of this Agreement for the duration of the Term, unless earlier suspended or terminated in accordance with this Agreement.
5. Additional Features	<p>5.1. Customer may subscribe to further Vimond Products and/or services that will form part of the Agreement by placing an additional Order or activating additional features from within the Customer's account (if this option is made available by Vimond).</p> <p>5.2. This Agreement will apply to all additional Orders and all additional features that Customer activates from within Customer's account.</p>
6. Rights Granted by Customer	To enable Vimond to provide Customer and Customer's End Users with the Vimond Products, Customer grants Vimond the right to use, process, and transmit, in accordance with this Agreement, the Content for the duration of the Term.
7. Access to Vimond Products	<p>7.1. Access to Customer's Account(s) for Authorised Users shall be enabled by use of username(s) and password(s) ("<b>Credentials</b>") selected by Customer. Except where Vimond has been notified of actual notice of loss, theft, or unauthorized use of Customer's Credentials, Customer is solely responsible for designating all Authorized Users and Administrators and for providing accurate contact information to Vimond for such Authorized Users and Administrators. Customer is responsible for: (a) ensuring that all Authorized Users comply with the terms of this Agreement and (b) any breach of this Agreement by any Authorized User.</p> <p>7.2. Each Authorized User may access and use the Vimond Products only after completing the applicable registration process via the Vimond Platform. Each Authorized User will maintain the confidentiality of his or her Credentials and will not disclose such Credentials to any other party or share their Account with any other individual. Any activities undertaken through the use of the Credentials will be deemed to have been performed by an Authorized User.</p>

	<p>Customer is responsible for all activity occurring in Customer's Account(s), and Customer shall bear full responsibility and liability (and Vimond shall have no responsibility or liability) for failure to secure passwords or enforce proper utilization of credentials.</p> <p>7.3. Vimond shall have the right, without further inquiry, to rely on the provision of Customer's Credentials as sufficient to authenticate Customer's use of the Vimond Products</p> <p>7.4. Customer will immediately notify Vimond of any unauthorized access or use of Credentials that is known to, or reasonably suspected by, Customer. Vimond reserves the right, at any time, to require that any Authorized User change his or her Credentials.</p>
<b>Modifications and updates</b>	
8. Modifications and updates	<p>8.1. VIMOND RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO ALTER OR UPDATE THE VIMOND PRODUCTS AND/OR THE VIMOND PLATFORM AT ANY TIME WITH OR WITHOUT NOTICE INCLUDING, WITHOUT LIMITATION, FEATURES, SPECIFICATIONS, CAPABILITIES, FUNCTIONS, LICENSING TERMS, RELEASE DATES, GENERAL AVAILABILITY OR OTHER CHARACTERISTICS. BY CONTINUING TO USE THE VIMOND PRODUCTS AFTER ANY SUCH CHANGES, CUSTOMER AGREES TO BE BOUND BY SUBSEQUENT CHANGES AND ACKNOWLEDGES THAT VIMOND SHALL HAVE NO LIABILITY TO CUSTOMER AS A RESULT OF ANY SUCH CHANGES.</p> <p>8.2. Vimond reserves the right to modify or discontinue, temporarily or permanently, the Vimond Products or any features or portions thereof.</p> <p>8.3. Vimond reserves the right to roll out updates to the Vimond Platform and/or, Vimond Products at any time during a Maintenance Window.</p>
<b>Maintenance</b>	
9. Maintenance	<p>9.1. Vimond shall provide Maintenance to the Vimond Products and the Vimond Platform during the Term.</p> <p>9.2. Maintenance and/or updates do not include new modules, products, applications, new third-party tools, or new functionality sold by Vimond to new customers as separate modules.</p> <p>9.3. Maintenance and updates will, in so far as Vimond deems reasonable, be scheduled to minimize disruption to Customer's End Users</p>
<b>Vimond Support</b>	
10. Vimond Support	<p>10.1. Vimond shall provide the Vimond Support specified in the applicable Order to Customer during the Term.</p> <p>10.2. Vimond shall provide the Vimond Support in accordance with the standards of skill and care reasonably expected in the industry.</p> <p>10.3. Customer shall only be entitled to request support concerning the Vimond Products by submitting a support request via the Vimond Service Desk, which shall be accessible at <a href="https://support.vimond.com/">https://support.vimond.com/</a> ("Service Desk").</p>

11. Handling of problem reports	<p>11.1. Upon receipt of a problem report via the Service Desk, Vimond shall, in its sole discretion, categorise the same either as a Vimond Products Defect or a General Support Request.</p> <p><b>Remedial Support Response</b> (for Vimond Products Defect) Upon receipt by Vimond of a problem report from the Customer of a Vimond Products Defect, Vimond shall use reasonable endeavours to respond within the response times specified in the Support Agreement.</p> <p><b>Basic Support Response</b> (for General Support Requests) Problem reports which relate to matters which do not amount to a "Vimond Products Defect" will be handled under the Basic Support Response</p> <p>General Support Requests will be handled between 9:00am and 5:00pm Central European Standard Time (GMT+1:00), Monday through Friday, excluding national holidays in Norway. Vimond shall use its reasonable endeavours to resolve a General Support request promptly but shall not be obligated to do so.</p>
	11.2. The Service Desk may also be used to notify Vimond of problems associated with the Vimond Products or the Documentation.
	11.3. Customer may use the Service Desk only for the purposes described in this clause and not for any other purpose.
<b>Vimond's Right to Suspend Vimond Support</b>	
12. Right to Suspend Vimond Support	Vimond may suspend the provisions of the Vimond Support if any amount due to be paid by the Customer to Vimond under this Agreement is overdue, and Vimond has given the Customer at least 30 days written notice, following the amount becoming overdue, of its intention to suspend the Vimond Support on this basis.
<b>Professional Services</b>	
13. Professional Services	<p>13.1. Customer may request Vimond to perform professional consultancy services.</p> <p>13.2. Where the Parties agree upon the professional consultancy services to be performed by Vimond, the Parties shall both sign a statement of work setting out the scope of delivery, estimated delivery timelines, any assumptions to the timeline, and any acceptance test criteria, pricing, and any other relevant information. A new Order with the relevant information must be signed before the Professional Services commence.</p> <p>13.3. Fees for professional services defined in the Order will be payable by Customer based on daily rates as set out in the Order</p>
<b>Ownership and Intellectual Property Rights</b>	
14. Ownership and Intellectual Property Rights	<p>14.1. <b>Vimond's Intellectual Property Rights</b></p> <p>1.1.1. As between the Parties, Vimond owns all Intellectual Property Rights title and interest in and to the Vimond marks, the Vimond Platform, and the Vimond Products, and any modifications or further development thereto shall vest in or hereby be assigned to Vimond, and as instructed by Vimond, the Customer shall execute all</p>

	<p>instruments and documents required to ensure such Intellectual Property Rights as fully assigned to Vimond.</p> <p>14.1.1. This Agreement does not convey to Customer any ownership interest in or to the Vimond Platform or the Vimond Products or the Intellectual Property Rights therein.</p> <p>14.1.2. This Agreement is for access to and use of the Vimond Products and which access is revocable as set forth in this Agreement. Customer is not granted a license to any software by this Agreement.</p> <p>14.1.3. The Vimond Products are protected by intellectual property laws and are owned by Vimond and/or Vimond's licensors (if any), and Vimond retains all ownership of Intellectual Property Rights therein. Customer agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the Vimond Products or the Vimond Platform, in whole or in part, by any means, except as expressly authorized in writing by Vimond.</p> <p>14.2. <b>Customer's Intellectual Rights</b> As between the Parties, Customer owns all Intellectual Property Rights, title, and interest in and to the Content. This Agreement does not convey to Vimond any ownership interest in or to the Content.</p> <p>14.3. <b>Customer Data</b> Customer grants permission to Vimond to use the Customer Data only as is necessary to provide the Vimond Products to Customer and as permitted by this Agreement.</p> <p>14.4. <b>Proprietary Rights in Professional Services Deliveries</b> As between the Parties, Vimond shall own all Intellectual Property Rights, title, and interest in the Professional Services Deliveries unless otherwise expressly stated in the relevant SOW.</p>
<b>Restrictions on Use</b>	
15. Privacy Policy	CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AND ALL USES OF THE VIMOND PRODUCTS ARE FURTHER SUBJECT TO VIMOND'S APPLICABLE SECURITY AND PRIVACY POLICY, WHICH MAY BE UPDATED FROM TIME TO TIME BY VIMOND WITH OR WITHOUT NOTICE.
16. Restrictions on Use of the Vimond Products	<p>16.1. Customer covenants that it will not:</p> <p>16.1.1. use the Vimond Products or the Vimond Platform in any illegal or unlawful manner or for any illegal or unlawful purpose;</p> <p>16.1.2. perform any act which is intended to harm Vimond or the Vimond Products;</p> <p>16.1.3. use the Vimond Products, the Vimond Platform, and/or any Service in any manner not expressly permitted by this Agreement;</p> <p>16.1.4. sell, lease, or rent access to or use of the Vimond Products, the Vimond Platform, or otherwise transfer any rights to use the Vimond Products under this Agreement (including, without limitation, on a timeshare or service bureau basis);</p> <p>16.1.5. host, on a subscription basis or otherwise, the Vimond Products (including any related application);</p>

	<p>16.1.6. permit or assist others to enable access to the Vimond Products or the Vimond Platform by any unauthorized third party other than in connection with any third party's access to Content made publicly available via the Vimond Products or the Vimond Platform by Customer;</p> <p>16.1.7. permit direct or indirect access to or use of any Vimond Products or the Vimond Platform in a way that circumvents a contractual usage limit;</p> <p>16.1.8. defraud, defame, abuse, harass, stalk, threaten, or infringe the rights of privacy or other Intellectual Property Rights of others;</p> <p>16.1.9. use the Vimond Products or the Vimond Platform to store or transmit Malicious Code;</p> <p>16.1.10. attempt to gain unauthorised access to any Vimond Products or the Vimond Platform or Content or its related systems or networks;</p> <p>16.1.11. license, sublicense, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, the Vimond Products, the Vimond Platform, or any part thereof in any way;</p> <p>16.1.12. modify or make derivative works based upon the Vimond Products or reverse engineer, decompile, or disassemble the Vimond Products.</p> <p>16.2. No Modifications: Except as expressly permitted in writing by Vimond, Customer will not copy, distribute, modify, create derivative works based on, port, adapt, or translate any Vimond Products or the Vimond Platform. Customer will not reverse engineer the Vimond Products or any Vimond Software and will not decompile, disassemble, or otherwise attempt to discover the source code of any software provided or otherwise made available by Vimond only in machine-readable (i.e., object code) format.</p> <p>16.3. Content: Customer is solely responsible for all matters arising out of or in connection with the Content, including, without limitation, ensuring that the Content does not include prohibited content and does not violate any third-party rights, as further described therein and elsewhere in this Agreement.</p> <p>16.4. Vimond, its suppliers, the Vimond Platform. and the Vimond Products are passive conduits of the Content, and Vimond and its Suppliers have no obligation to undertake to pre-screen, edit, review, monitor, or oversee Content submitted, uploaded, distributed, retrieved, or viewed in connection with use of the Vimond Products or the Vimond Platform., and assumes no responsibility or liability relating thereto.</p> <p>16.5. Customer is responsible for Content provided by third parties that may contain errors or omissions, false or defamatory material, and/or offensive, indecent, objectionable, and/or infringing material. Under no circumstances will Vimond or its Suppliers be liable in any way for Content, including, but not limited to, for any defamation, infringement, falsehoods, errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use or publication of any such content posted, delivered, emailed or otherwise transmitted via the Vimond Products or the Vimond Platform..</p> <p>16.6. Customer acknowledges that Vimond and its suppliers are not responsible for preventing or identifying infringement of Customer Intellectual Property Rights or other violations associations with the Content, and Vimond and its Suppliers assume no responsibility for screening or monitoring for possible:</p> <p>16.6.1. infringement or enforcing rights of the Customer or any third party rights with respect to Content;</p>
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	<p>16.6.2. unlawful, inappropriate, or unpermitted use;</p> <p>16.6.3. libel, falsehoods, errors, or omissions contained in Content;</p> <p>16.6.4. noncompliance with applicable laws, rules, or regulations, or court or regulatory agency orders.</p> <p>16.7. Vimond will not review, or screen Content for compliance with this Agreement or applicable law, and Vimond shall have no obligation to do so, provided, however, that in addition to any other rights Vimond may have, Vimond reserves the right to suspend Customer's access to and/or use of the Vimond Products and/or the Vimond Platform, or any particular Content, to the extent that Vimond reasonably determines, in good faith, that such suspension is necessary to comply with applicable law or to prevent significant harm to the Vimond Products; provided further, however, that in such event, Vimond shall use commercially reasonable efforts to suspend only that portion of the Vimond Products, or the particular Content, as is reasonably necessary to prevent the occurrence or continuation of such violation and/or harm.</p>
<b>Data Protection and GDPR</b>	
17. Data Protection and GDPR	<p>17.1. In connection with Vimond performing its obligations under this Agreement, Vimond may, from time to time and on behalf of Customer, process Customer's Personal Data in order to fulfill Vimond's obligations under this Agreement. The Customer is the controller, and Vimond is the processor of Customer's Personal Data.</p> <p>17.2. Vimond shall ensure that its processing of Customer's Personal Data is in compliance with Applicable Law and shall have appropriate technical and organizational measures to protect the Customer's Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.</p> <p>17.3. Vimond shall also ensure that it processes such Customer's Personal Data in accordance with all relevant data protection laws and regulations and shall enter into such further data processing agreement(s) as the Customer may from time to time reasonably require.</p> <p>17.4. Customer warrants that it shall not provide to Vimond any sensitive personal information and Vimond shall not be responsible in any circumstances whatsoever for any sensitive personal information which Customer inadvertently discloses to Vimond.</p>
<b>Confidentiality</b>	
18. Confidentiality	Each Party agrees not to disclose the other Party's Confidential Information without the other Party's prior written consent.
19. Usage Data	Vimond may use the Usage Data in aggregated form for security and operations management, billing purposes, statistical analyses, and research and development purposes.
20. Publicity	Vimond shall have the right to identify Customer as a customer and to use Customer's logo in Vimond's general marketing materials without prior written consent. Customer shall have the right to identify Vimond as the provider of the Vimond Products and/or the Vimond Platform and to use Vimond's logo in connection with Customer's use of the Vimond Products and/or the Vimond Platform.

Price and Payment	
21. Obligation to Pay	<p>21.1. Customer shall pay Vimond the Fees in accordance with the payment terms outlined in the Order</p> <p>21.2. Late payments may be subject to fees at the rate of 1.5% per month or, if lower, the maximum rate allowed by law.</p> <p>21.3. In addition, if the payment for applicable fees is more than 15 days overdue then Customer shall be liable for a 10% late payment fee.</p> <p>21.4. If Customer fails to pay applicable fees when payment is due, then in addition to any other rights Vimond may have, Vimond shall have the right to suspend delivery of all or a portion of the Vimond Products and/or the Vimond Platform to Customer, provided that Vimond has supplied Customer with prior notice and 5 days' opportunity to cure.</p> <p>21.5. If Vimond pursues collection efforts against Customer due to Customer's failure to pay fees due under this Agreement, Customer shall pay Vimond's reasonable costs of collection, including any attorneys' fees related thereto.</p>
22. Adjustment of Fees	<p>22.1. The prices set out in the Order shall be adjusted in accordance with the applicable Norwegian CPI once every year, normally in January</p> <p>22.2. The total Fees payable by the Customer may be upwardly adjusted if the Customer:</p> <ul style="list-style-type: none"> <li>22.2.1. exceeds any applicable limits/threshold - <b>Overage Fees</b></li> <li>22.2.2. upgrades products or base/tier packages,</li> <li>22.2.3. subscribes to additional features or products, and/or</li> <li>22.2.4. orders additional services.</li> </ul> <p>22.3. The total Fees payable by the Customer may be upwardly adjusted in accordance with any increase in prices imposed on Vimond by third-party providers, such third-party price increases are to be documented and announced by Vimond before any such adjustment of Fees.</p>
23. Taxes	<p>23.1. All Fees payable under this Agreement exclude any taxes or duties payable in respect of the Vimond Products and/or the Vimond Platform in the jurisdiction where the Vimond Products and/or the Vimond Platform are provided. Customer shall be responsible for and shall pay any applicable sales, use, or other taxes or duties, tariffs, or the like applicable to Customer's Orders.</p> <p>23.2. All payment of Fees shall be made without deduction for withholding taxes or set-off.</p> <p>23.3. To the extent that any such taxes or duties are payable by Vimond, Customer shall pay to Vimond the amount of such taxes or duties in addition to any Fees owed under this Agreement.</p> <p>23.4. Notwithstanding the foregoing, Customer may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed or be entitled to claim a credit in respect of such amounts. In such circumstances, Customer will have the right to provide to Vimond any such exemption information, and Vimond will use reasonable efforts to provide such invoicing documents as may enable Customer to obtain a refund or credit for</p>

	the amount so paid from any relevant revenue authority if such a refund or credit is available.
<b>Removal and Suspension</b>	
24. Removal and Suspension	<p>24.1. Vimond reserves the right, without notice or liability to Customer, to suspend Customer's access to or use of the Vimond Products and/or the Vimond Platform (or part thereof) in its sole discretion if it believes that:</p> <p class="list-item-l1">24.1.1. Customer has violated its obligations under this Agreement,</p> <p class="list-item-l1">24.1.2. such removal is required by applicable law,</p> <p class="list-item-l1">24.1.3. Customer use of the Vimond Products represents a direct or indirect threat to the network function, security, or integrity of the Vimond Products and/or the Vimond Platform,</p> <p class="list-item-l1">24.1.4. such suspension is necessary to prevent unauthorized access to or harm to Content or data of other Vimond customers;</p> <p class="list-item-l1">24.1.5. such suspension is necessary to comply with Vimond's legal obligations, or</p> <p class="list-item-l1">24.1.6. Customer's account has become inactive.</p> <p>24.2. Vimond will use reasonable efforts to re-establish the Vimond Products and/or the Vimond Platform (or relevant part thereof) promptly after Vimond determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured, Vimond shall be entitled to terminate the Vimond Products under any Order if any of the foregoing causes of suspension is not cured within 30 days after Vimond initial notice thereof. Any suspension or termination by Vimond under this clause shall not excuse Customer from its obligation to make payments under this Agreement.</p> <p>24.3. Customer is solely responsible for creating backup copies of any Content.</p>
<b>Termination</b>	
25. Termination	<p>25.1. Unless otherwise prohibited by law, either Party may terminate this Agreement, in relation to the relevant Order, if:</p> <p class="list-item-l1">25.1.1. the other Party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws; or</p> <p class="list-item-l1">25.1.2. upon the occurrence of a material breach of this Agreement by the other Party and such breach is not cured within 30 days after written notice identifying the matter constituting the material breach.</p> <p>25.2. In the event of the termination or expiration of this Agreement, all rights to access and use the Vimond Products granted under this Agreement shall terminate automatically.</p> <p>25.3. Upon an early termination of this Agreement for any reason, and unless such termination resulted from a material, uncured breach of this Agreement by Vimond, all Fees and expenses payable under any Order shall become immediately due and payable.</p>
26. Force Majeure	Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on

	account of a Force Majeure Event for as long as such Force Majeure Event continues.
<b>Disclaimer, Liability, Representations and Warranties, Insurance</b>	
27. Disclaimer	EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VIMOND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO CUSTOMER, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE QUALITY, NON-INFRINGEMENT, TITLE, SUITABILITY, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE OR THAT THE VIMOND PRODUCTS AND/OR THE VIMOND PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE VIMOND PRODUCTS AND/OR THE VIMOND PLATFORM ARE PROVIDED ON AN "AS IS" BASIS ONLY. NO ADVICE OR INFORMATION OBTAINED BY CUSTOMER FROM VIMOND SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
28. Representations and Warranties	<p>Customer represents and warrants that:</p> <p>28.1. it either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents, and permissions as are necessary to perform its obligations hereunder, exercise its rights hereunder, and to grant the licenses granted by it under this Agreement;</p> <p>28.2. the Content, and its use through the Vimond Products and/or the Vimond Platform, as enabled by Customer, directly or indirectly, does not, and shall not, infringe, violate or misappropriate any third party's rights. Customer shall take any actions necessary in order to obtain the appropriate license to the Content;</p> <p>28.3. Customer shall comply with all applicable laws, rules, regulations, and court or regulatory agency orders or actions; and</p> <p>28.4. Customer shall be solely responsible and liable for any prohibited or unlawful content.</p>
29. Indemnity	<p>Customer agrees to defend, indemnify, and hold harmless Vimond and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:</p> <p>29.1. Customer's use of the Vimond Products and/or the Vimond Platform,</p> <p>29.2. non-compliance and/or breach of this Agreement,</p> <p>29.3. the use of the Customer Data or Content in connection with the provision of Vimond Products and/or the Vimond Platform,</p> <p>29.4. unauthorized or illegal use of the Vimond Products and/or the Vimond Platform and/or the unauthorized use of the same by any other person using Customer's Authorised User information, and/or</p> <p>29.5. Customer's violation of any applicable law, rule, or regulation.</p>

30. Exclusions/Limits on Liability	<p>30.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF CUSTOMER MISAPPROPRIATION OF <b>VIMOND INTELLECTUAL PROPERTY RIGHTS</b>, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES)., EXCLUDED LOSS INCLUDES, WITHOUT LIMITATION, LOSS OR ANTICIPATED LOSS OF USE, REVENUE OR PROFITS, LOSS OF BUSINESS OR BUSINESS REPUTATION, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF DATA, LOSS OF OPPORTUNITY, LOSS OF SAVINGS OR WASTED OVERHEADS, OR ANY LOSS OR DAMAGE ARISING FROM SPECIAL CIRCUMSTANCES THAT ARE OUTSIDE THE ORDINARY COURSE OF THINGS, EVEN IF A PARTY IS MADE AWARE THAT SUCH LOSS OR DAMAGE IS LIKELY.</p> <p>30.2. UNDER NO CIRCUMSTANCES SHALL VIMOND BE LIABLE TO THE CUSTOMER UNDER ANY THEORY OF LIABILITY FOR ANY DAMAGE OR LOSS ARISING FROM THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT CAUSED BY ANY OF VIMOND'S THIRD-PARTY SUPPLIERS.</p> <p>30.3. EXCEPT IN THE CASE OF CUSTOMER MISAPPROPRIATION OF VIMOND INTELLECTUAL PROPERTY RIGHTS, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE, IN AGGREGATE, TO THE OTHER FOR DAMAGES (OR AMOUNTS) IN EXCESS OF AN AMOUNT EQUAL TO THE GREATER OF (A) [100,000 NOK], OR (B) THE TOTAL FEES PAID TO VIMOND FOR THE APPLICABLE ORDER FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACTION OR OMISSION GIVING RISE TO THE CLAIM HEREUNDER.</p>
31. Insurance	<p>Vimond shall take out and keep current evidence of valid and enforceable insurance policies as applicable for the Vimond entity set out in the Order as follows:</p> <p>31.1. Vimond Media Solutions AS</p> <p>31.1.1. Professional Indemnity Insurance - NOK 10 million per claim and in the annual aggregate.</p> <p>31.1.2. Workers compensation insurance in accordance with the statutory requirements of the relevant jurisdiction in which the obligations of this agreement are carried out.</p>
<b>General</b>	
32. Notices	<p>Notices shall be sent by post or e-mail to the Parties' contract representative, as updated occasionally. The respective contract representative and current contact details as of the date of the Order are detailed in the Order.</p>
33. Independent Contractors	<p>Vimond and Customer are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship.</p>
34. No Third Party Beneficiaries	<p>Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their respective successors and</p>

	permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
35. Engagement of Sub-suppliers/ Sub-processors	Customer acknowledges and accepts that Vimond engages sub-suppliers and sub-processors as may vary from time to time in its provision of the Vimond Products and/or the Vimond Platform under this Agreement. A list of sub-suppliers and/or sub-processors, which form part of Vimond's Confidential Information, may be made available to the Customer on request.
36. Assignment	Neither Party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that either Party may assign this Agreement without the other Party's prior written consent in the case of a merger, acquisition or other change of control, and in such event, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
37. Governing Law	<p>37.1. This Agreement shall be interpreted and governed in accordance with the Applicable Law without regard to conflict of law principles. The Applicable law shall be Norwegian law.</p> <p>37.2. Any and all disputes arising out of or related to this Agreement or performance hereof shall be brought exclusively in the courts corresponding with the Applicable Law located in <b>Bergen, Norway</b>, and the Parties hereby waive any objection thereto.</p>
38. Dispute Resolution	In the event of a dispute arising out of or relating to the Agreement, the Parties shall first seek settlement of that dispute by way of amicable negotiation between senior executives of the Parties.
39. Compliance with Laws	<p>39.1. Vimond complies with all Norwegian laws in our provision of the Vimond Products and/or the Vimond Platform and the processing of Customer's Personal Data.</p> <p>39.2. Vimond reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.</p> <p>39.3. Customer shall comply with all applicable laws in its use of the Vimond Products and/or the Vimond Platform, including any applicable export laws. Customer will not directly or indirectly export, re-export, or transfer the Vimond Products and/or the Vimond Platform to prohibited countries or individuals or permit use of the Vimond Products and/or the Vimond Platform by prohibited countries or individuals.</p>
40. Waiver	The waiver by either Party of a breach or a default of any provision shall not be construed as a waiver of any succeeding breach of the same or any other provision
41. Survival	Vimond's rights to be paid and Customer's obligation to pay Vimond all amounts due hereunder, and the Parties' rights and obligations which by their nature extend beyond the expiration or termination of this Agreement shall remain in effect until fulfilled and shall apply to any respective successors and assigns. In particular, under clauses 14, 16, and 30 shall survive the expiration or termination of the Agreement.

42. Severability	If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The Parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
43. Entire Agreement	This Agreement, including any Orders entered into hereunder, constitutes the entire understanding of the Parties hereto with respect to the matters contemplated hereby, supersedes all previous agreements between the Parties concerning the subject matter hereof and cannot be amended except by a writing signed by authorized representatives of both Parties.
44. Execution	<p>44.1. This Agreement may be executed:</p> <p>44.1.1. in counterparts, all of which are considered one and the same agreement, and becomes effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, or</p> <p>44.1.2. Upon Customer's submission of an online subscription.</p> <p>44.2. Delivery by e-mail and online acceptance are all as effective as physical delivery of an originally executed copy hereof.</p>