



*Share Control's standard commercial terms and conditions for companies of 16 April 2018*

## License agreement between Share Control AS ("Share Control") and the end user (the "Customer")

### 1. Introductory provisions

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This agreement (the "Agreement") regulates what the Customer purchases from Share Control, including the specific terms of delivery, and shall apply unless otherwise agreed in writing between Share Control and the Customer.

The Agreement grants the Customer access to and the right to use a product, the software "ShareControl", supplied by Share Control, in the form of a license for the application, with the service content stated in Clause 5 (the product and the content are hereafter jointly referred to as the "**Services**") and with the scope stipulated in Clause 5. Administration or configuration of the Service for the Customer is not included in the Agreement. In addition, the Customer is provided with user support, which is regulated in more detail in Clause 6, and is offered the opportunity to purchase the specified consultancy services.

The customer's submission of an order for the purchase of the Services, or actual use of the Services, entails that the Customer accepts this Agreement and that Share Control commits to the delivery, unless Share Control rejects the new customer. The Agreement shall otherwise apply from the date it is signed by both contracting parties.

Share Control reserves the right to refuse to establish a new customer relationship for any reason, for example, based on credit information, history etc. Share Control must give notice of any refusal to establish a customer relationship as soon as possible and can thereby also deny access to a free trial period, cf. Clause 3.

Share Control reserves the right to deny competitors access to the Service and this also applies in cases where the competitive circumstance is revealed after the Agreement has been signed. Potential customers are therefore requested to report any such circumstances when placing an order. Any license fee that may have been paid is not refunded if the Service is discontinued due to failure to provide such information.

The Agreement will run until it is terminated by one of the parties in accordance with the provisions in Clause 13.

### 2. Definitions

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The "**Agreement Date**" is the date on which the Customer signs the order form, or possibly the date that another written agreement is signed by both parties. The customer relationship is established from this date and Share Control will activate the Service without unnecessary delays, subject to the conditions in Clause 1.

The "**Agreement Period**" is the applicable, binding agreement period of 12 months, or possibly longer if specifically agreed with the Customer.

The "**User**" is defined in Clause 3.

The "**Invoicing Period**" is 12 months and covers the cost of the actual monthly subscription multiplied by twelve, based on the number of Users. Alternatively, customers may agree to a quarterly invoicing period.

The "**Customer**" is the company that enters into the agreement with Share Control for the purchase of the Services.

The "**Service**" is defined in Clause 1. The Services are supplied with the content and in the combination that is supplied in the service app, and as described in more detail at [www.sharecontrol.no](http://www.sharecontrol.no). See Clause 5 for more information. Share Control reserves the right to make changes to the content. If such changes significantly reduce the value in use for the Customer, the Customer shall be granted an extraordinary right to withdraw from the contractual arrangement and to be refunded any advance payments for unused subscription fees. Share Control can otherwise not be held liable for any disadvantage/loss suffered by the Customer.

"**Annual Agreement**" means that, upon making an order, the Customer enters into a binding period of 12 months for the purchase of Services, calculated from the first day of the following month, with ongoing automatic renewals of 12 months unless the Agreement is cancelled pursuant to Clause 13.

### 3. Free Trial Period

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When a potential Customer registers the company at Share Control's website, or when an order is made via Microsoft Office Store, the company in question is offered access to a Free Trial Period for the Service with the available functions that are requested. The Free Trial Period is activated upon request to Share Control. This Agreement also regulates the arrangement between the potential Customer and Share Control during the Free Trial Period.

The Free Trial Period has a duration of 15 days, calculated from when the Service was activated, unless an extended trial period has been agreed.

The Customers is made particularly aware of the following if the Free Trial Period is used:

Any data displays that the Customer adds to the Services or configurations that are made during the Free Trial Period may be lost unless the Customer purchases a subscription for the same Service before the Free Trial Period expires, and continues own licenses for Office 365, SharePoint 2016 or the equivalent. The Customers who trial the Service without a subscription to Office 365 or SharePoint Online, may not be able to transfer the data if the Customer wishes to purchase ShareControl when the Free Trial Period expires. The data will be deleted by Share Control following this period unless the Customer deletes the data itself.

For Customers that use a Free Trial Period through their Office 365 subscription or SharePoint 2016, the data will be available if the Customer decides to purchase the Service when the trial period expires. If the Customer does not wish to continue to subscribe to the Services, the data will only be available in standard SharePoint files that the application establishes and not in the form of a ShareControl display with the functionality that is built into the application. Alternatively, the Customer can, prior to the end of the Free Trial Period, begin using a different version, provided that documentation, files and libraries that have already been uploaded are adapted to this version.

### 4. Scope of the Customer's license rights

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The Customer's rights to use the Service only include use of the Service for the Customer's internal purposes. The Customer does not have the right to carry out data processing on behalf of a third party with the assistance of the Service. Sharing of documents (read-only, no right to edit), for

example, with the Customer's own auditor, own accountant or other parties whose need to use the Service in order to meet the Customer's internal requirements has been specifically agreed, is not considered third-party sharing in this connection. The Customer must always pay a subscription fee for active users, also users with read-only access. The Customer pledges to use the Service in accordance with the applicable laws, regulations, and permits and in accordance with the terms and conditions set out in this Agreement.

The Customer's right to use the Service is restricted to the number of users at the Customer stated on the Agreement's order form. All internal personnel with the Customer who, by using the subscription for Office 365 or SharePoint online, and who use the display on a website, must be considered Users, regardless of whether the person in question will actually use the Services. However, this does not apply to external personnel who, pursuant to the previous paragraph, are granted read-only access through the share function.

If the customer needs to expand the Agreement in order for it to include more Users, an expanded license must be ordered from Share Control in accordance with the procedures outlined below. If an external person, as defined above, is granted read-only access through the Customer's invitation when using the share function in SharePoint, this person shall not be considered an additional User.

Share Control may make improvements to the Service, and the Customer should download the updated version as soon as possible if recommended to do so by Share Control via email. Share Control shall not be liable for potential failures in the Service/failures in the service application that arise due to the Customer not having complied with such recommendations.

The Customer may, at any time, expand the Agreement to cover more Users. The order must be made in writing via email or using an order form. It can also be ordered online via (website) by logging on with the license key. The order must be made by the person who has the authority to enter into agreements on behalf of the Customer and whose name is stated on the Agreement's order form. The order is binding for the Customer once submitted and it will become part of the Agreement when Share Control confirms the order via email. The order is executed once Share Control has sent a written confirmation of order. The order will then constitute a part of this Agreement.

The Customer can reduce the number of Users of the Service. A reduction in the number of users must be requested in writing. Reductions will apply from the end of the current Agreement Period, provided that written notice of such a reduction has been received by Share Control a minimum of 30 days prior to the end of the current Agreement Period. If notice of a reduction is not sent in accordance with this provision, the fee will not be reduced until after the end of the following Agreement Period. Share Control would note that Downgrading the Service Plan (for example, from Finance to Basic), may result in loss of content, functions or capacity in the Services that are available as part of the Customer's installation and Share Control assumes no liability for such loss.

## 5. Details about the Services

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The Customer itself must enter into an agreement with Microsoft for the right to use Office 365 or SharePoint Online to obtain access to the Services through a SharePoint application. If, regardless of the reason, the Customer loses its access to the SharePoint application, this is of no relevance to Share Control, and shall not influence the Customer's payment obligations pursuant to the Agreement. If the Customer wishes to end this Agreement, this must occur through termination pursuant to Clause 13.

The Service has the functionality as exhibited/described at [sharecontrol.no](http://sharecontrol.no). Share Control has the intention of continually developing the Service and the Customer will receive information when a new version of the Service can be downloaded, including user instructions.

The Service is installed by the Customer downloading it through a cloud solution or on a server at the Customer's premises. The Customer must use a SharePoint application to obtain access to the Service, either on its Office 365, SharePoint Online or Share Point service by logging on to this service.

The Agreement entails that the Customer shall have the right to receive user support as stated in Clause 6 below.

If changes are made to SharePoint that have a significant negative effect on the functionality of the Service, Share Control shall be obligated to make an updated version of the Service available within a reasonable period of time. A significant change in functionality shall be taken to mean that the Customer no longer has access to its documents, the possibility of copying these or of uploading new documents. If the display partly or entirely ceases to function, including board meeting overviews, adjustment overviews for contracts, tasks, and auditor search, this must be remedied by Share Control within 14 days. In an instance such as this, the Customer will have access to its documents in SharePoint files as a temporary solution. The Customer is obligated to install a new version of the programme as soon as Share Control gives notice of this.

Share Control makes no guarantees or promises that the functionality of the Service, including the software, will satisfy the Customer's individual requirements, expectations or needs. Disruptions or faults may occur in the operation of the Service. The Customer's rights in such instances are exhaustively regulated in Clause 14 to Clause 17. Share Control would note that if the Customer selects a Downgrade of the Service Plan (for example, from Finance to Basic) this may result in loss of content, functions or capacity in the Services that are available under Your Account, and Share Control assumes no liability for such loss.

Share Control pledges to keep the knowledge database updated with relevant links and to check that these are still applicable. Links to amendments to laws and rules shall be updated within 14 days.

Share Control is responsible for having relevant information in the knowledge database, but may not have special content for individual sectors or cover special requirements for certain companies and is not responsible for the knowledge database containing all relevant information. Share Control pledges to conduct quality controls of the library's content relating to accounting and auditing at regular intervals. The quick search must be updated within 7 days of the subcontractor, the Norwegian Institute of Public Accountants, recommending changes.

Share Control is not responsible for any documentation/content or links which the Customer itself adds to Share Control, other for displaying these to the User.

The Customer can also purchase an upgraded version of the service app when this is launched by contacting [bestilling@sharecontrol.no](mailto:bestilling@sharecontrol.no), or by logging on to our website <http://sharecontrol.no> using a license key. Here the Customer specifies which of the offered versions is requested and the number of Users the order applies for. Metadata that accompanies the upgraded version must be entered by the Customer following the upgrade. The Customer can order a downgraded version of the service app, however this is not recommended. A downgrade is only possible by sending a request to [bestilling@sharecontrol.no](mailto:bestilling@sharecontrol.no), and requires that, when placing the order, the Customer automatically extends its subscription for an additional 12 months, calculated from when the downgrade is

completed. Metadata and other information that is not included in the downgraded version will no longer be available to the Customer once the change to the subscription has been implemented.

ShareControl's calculation model for present value of lease liability and right of use assets is available to ShareControl Contract and IFRS 16 users. The calculation model is based on data from SharePoint and updated based on this data set. If the customer manually inputs or changes data into the calculation model and / or changes fields or formulas in the calculation model, ShareControl does not take responsibility for the calculation model to make the correct calculations or provide the correct output.

## 6. User support

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The Agreement includes user support to the Customer within the framework stipulated in this Clause.

The user support is limited to online assistance with the Service Application ShareControl and does not include support for general questions regarding Office 365 or SharePoint Online. If extended user support with telephone support is requested, this must be agreed separately when entering into the license agreement.

The Customer shall have the right to user support from Share Control during normal working hours (08:00 - 16:00, Monday to Friday, except for Christmas Eve, New Years Eve and other public holidays). Contact with user support at Share Control takes place via the web-based support centre and the telephone number provided. The Customer can choose to enter into an extended support agreement with Share Control and the provisions in this Clause 9 apply insofar as no deviations are agreed.

User support involves Share Control endeavouring to solve software problems based on the Customer's detailed description of the problem. There is no guarantee that a solution will be found. Administration or configuration of the Service for the Customer are not included in the user support.

The user support covers assistance in using the Service, provided that it is used in accordance with Share Control's recommendations. It does not cover other configurations with regard to operating systems, web browsers or the like. The user support also does not cover the repair of content in the code, problems that are caused by the Customer or problems that are only related to the Customer's hardware, internal network and Internet connection and/or external entities that are completely independent of the Service. In addition, user support is not provided for anything other than the Service/Services the Customer has subscribed to.

Customers with more than three Users must designate a user support contact who will function as the Customer's point of contact with Share Control. The Customer is obligated to use adequately qualified employees to search for the cause of the problem and to share detailed information with the user support personnel. If the Customer does not have an adequately qualified user support contact and therefore requires additional resources from Share Control than provided for in this Agreement, the Customer must pay for this. Share Control and the Customer must enter into an agreement for such consultancy services before any such work is carried out and billable time accrues. If, pursuant to the agreement, Share Control assists with changing the programming for the Customer, standard rates for IT support services will apply. In the absence of another agreement, the Customer will be invoiced for any additional time involved according to Share Control's applicable hourly rates for consultancy services/IT support services.

Share Control can recommend training courses or consultancy services if the user support is provided in the form of general training. Share Control also reserves the right to send the Customer instructions for possible solutions which the Customer itself must attempt to follow in order to solve the problem in question.

User support includes no form of consultancy services. The Customer can purchase additional services when required. See the applicable offers and prices at [www.sharecontrol.no](http://www.sharecontrol.no).

## 7. Rights and ownership

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Share Control owns the Service and owns all rights to all continued programming for ShareControl. The Customer is assigned no license or right of use other than what is explicitly stated in Clause 4 of this Agreement.

If a third party commences legal action against the Customer claiming that the Service violates the third party's copyright, right of ownership or industry-related rights, Share Control has the right to, at its own expense, intervene in the case. The Customer pledges to immediately notify Share Control of any disputes or lawsuits.

## 8. Processing of personal data

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The Customer is solely responsible at all times for the compliance with the regulations concerning GDPR.

Furthermore, the Customer is solely responsible at all times to enter into GDPR agreements where data is stored on external servers. Such agreements shall be in compliance with GDPR at all times.

The Services delivered from ShareControl are not regulated by GDPR. The Customer is solely responsible for the compliance with the relevant laws of the country relevant for their services.

For further information concerning Norwegian laws regarding GDPR, see [www.datatilsynet.no](http://www.datatilsynet.no)

## 9. Compliance with the Norwegian Bookkeeping Act

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Share Control makes the Customer aware that documents that must be stored pursuant to the Norwegian Bookkeeping Act and which, through the use of Share Control's product, are only stored in the Microsoft cloud solution, *do not satisfy* the storage requirements in the Norwegian Bookkeeping Act (see Section 7-5 of the Norwegian Bookkeeping Regulations). It is the Customer's own responsibility to ensure the backup of documents on storage media in Norway such that the requirements in the Norwegian Bookkeeping Act are satisfied or necessary dispensations from the aforementioned regulations are obtained. Share Control offers a separate backup function in its Service Application that can be used by the Customer to store documents in accordance with the requirements in the Norwegian Bookkeeping Act. Regardless of this, the Customer itself is responsible for this being done regularly in accordance with laws and regulations.

## 10. Confidentiality

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Share Control, and all those who, on behalf of Share Control, receive information about the Customer and the Customer's activities and relationships, as well as other information that is marked, or clearly appears to be, confidential, are obligated to refrain from divulging this information to external parties without the Customer's prior consent. This applies correspondingly for the Customer when concerning information about Share Control or Share Control's collaborative partners.

The obligation to keep confidential information secret also applies after the Agreement comes to an end. The duty of confidentiality does not apply to public authorities that are legally entitled to request the submission of the relevant information.

## **11. Prices and payment**

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The monthly license fee that the Customer shall pay for the Service is stipulated on the Agreement's order form. The price is calculated based on the total number of users at any time, multiplied by the applicable price. If the Customer orders access for more Users, cf. Clause 3, the price per User will be Share Control's applicable price for the product/Service that the Customer has selected or possibly the price otherwise agreed. The Customer is invoiced for the increased number of Users for the period from when the order is confirmed by Share Control and until the end of the current Agreement Period. Additional Users will be included in the total number of users that is used for calculating the fee for subsequent Agreement Periods.

If Share Control discovers that the Customer has more Users than what was agreed and paid for, the Customer is obligated to pay for these additional Users in full and for the entire period this applies for, however for a minimum of 12 months.

License fees are invoiced and paid in advance. The invoice covers a period of 3 or 12 months, unless otherwise agreed. The first invoicing period shall be calculated from the end of the month following the Agreement Date.

Other amounts are invoiced after the relevant service is performed, with a payment term of 14 days and at the agreed price.

In the event of late payment, the applicable interest pursuant to the Act relating to Interest on Overdue Payments will accrue.

## **12. Price changes**

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Share Control reserves the right to adjust the prices annually in accordance with changes in the Consumer Price Index, unless otherwise agreed. The adjustment will occur from 1 January each year and will be effective from the next renewal of the subscription for the next Agreement Period.

Share Control also has the right to adjust the prices for the Services and the other terms and conditions in this Agreement with a minimum of 4 months' prior written notice to the Customer. However the Agreement's price and other terms and conditions cannot be changed with effect until the end of the current Agreement Period. If an amendment is made to the general terms and conditions, a new Agreement with complete terms and conditions must be enclosed with the notice. Correctly notified changes are implemented with effect from the first subsequent Invoicing Period.

## **13. Termination of the Agreement**

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If the Agreement is not terminated, the Agreement will be automatically renewed annually with a new 12 month period. Both parties have the right to terminate the Agreement. Termination of the Agreement must be in writing and termination will apply from the end of the current Agreement Period. If the Customer terminates the Agreement before the end of the current Agreement Period, the Customer must still pay for the entire Agreement Period. Written notice of termination must have been received by the other party a minimum of 30 days before the Agreement Period comes to an end.

Termination does not grant the right to repayment of the license fee/other payments, but means that the Agreement is not automatically renewed for a new Agreement Period.

#### **14. Share Control's liability for faults, deficiencies and delays**

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A fault or deficiency exists if ShareControl/the Services do not satisfy the agreed requirements for quality or content. A delay has occurred if Share Control does not make the Service available to the Customer at the agreed time.

In the event of faults/deficiencies/delays that Share Control bears responsibility for, the Customer has the right of refund of the subscription fee (price reduction) for the affected part of the Service during the affected period, based proportionately on the monthly fee.

In addition, the Customer can claim compensation. Share Control is only liable for damages for faults/deficiencies or delays in the Service if there has been intent or gross negligence on the part of employees at Share Control or someone Share Control is responsible for. If the Service offers links to external websites, Share Control is regardless not liable for errors in the information that is supplied in these links or for downtimes in the links that are used.

Microsoft has every right to, at its own discretion, stop Share Control's provision of the Services through SharePoint and Office 365. If such decisions are made, the Customer is entitled to a price reduction and possibly compensation based on the conditions in this Clause and the previous Clause.

If there are grounds for liability for damages, Share Control's liability is limited to the Customer's direct and expected loss and is, under all circumstances, limited to an amount equivalent to 12 months of the Customer's license fees to Share Control. Indirect loss includes loss due to delayed start-up of operations or operational disruptions, loss of goodwill, inadequate access and claims from third parties, including lost earnings.

In order to be entitled to a price reduction and possibly compensation, the Customer must notify Share Control in accordance with the procedures in Clause 8.

With regard to the Customer's right to terminate etc., reference is made to Clause 16 and Clause 17.

The Customer cannot claim a price reduction if the cause of the problems is factors that the Customer itself must bear the risk of, for example:

- Downtime in Office 365, SharePoint Online, or changes in these programmes that affect SharePoint's service application. With regard to the Customer's rights, reference is therefore made to uptimes guaranteed by the provider of these services. Any restrictions that apply in accordance with the Customer's right to use SharePoint will also have consequences for the access to the Services in ShareControl, including, for example, restrictions in storage capacity.
- Faults in the Customer's own equipment or use of the Service, or that the Customer uses a web browser that does not have the necessary functionality.
- That the Customer is prohibited from using Office 365 or SharePoint pursuant to the Customer's agreement with the provider of these access rights, regardless of the reason.
- Faults that occur due to the Customer not following recommendations from Share Control to download an upgraded version of the Service.
- Restrictions in the Customer's access to the internet.



## **15. Fault notification and fault management**

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When the Customer discovers faults or deficiencies in the Service, Share Control must be notified without undue delay after the problem arose through written notification to the support centre at [www.sharecontrol.no](http://www.sharecontrol.no). If the Customer fails to do so, the Customer will lose its right to a price reduction. The Customer must loyally provide all necessary information about the incident, including the number of users affected, where these users are located, what the Customer has done to attempt to solve the problem, and possibly other relevant information that Share Control may request. If Share Control so requests, the Customer must provide necessary assistance by recreating/identifying the fault. The Customer will receive confirmation that the notification has been received and confirmation when correction of the fault has been initiated.

Share Control shall attempt to correct the fault within a reasonable period of time of the Customer giving notice or of the fault being otherwise detected. Share Control's obligation to attempt to correct the faults in its application is limited to what is reasonable based on the circumstances. See the previous Clause.

If the Customer wishes to claim a price reduction and/or compensation, such claims must be submitted in writing to the support centre together with the request for fault correction, or without undue delay thereafter. Otherwise the claim will be lost. Share Control must assess and make a decision regarding the claim that has been submitted as soon as possible. Price reductions in the form of refunds of the license fee pursuant to Clause 14 are implemented by reducing the license fee in the subsequent Agreement Period, or possibly in the form of a refund to the Customer if the Agreement expires.

## **16. Suspension and termination**

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If the Customer does not pay the license fee when this falls due, Share Control shall have the right to suspend/stop the delivery of the Services to the Customer until payment has been made.

If a party is in serious breach of its obligations pursuant to the Agreement, the other party can terminate the agreement with immediate effect. Abuse of the license rights, including the Customer providing access to a larger number of Users of the Service than it has paid for, is deemed to be a serious breach. The Customer's claims against Share Control after termination are exhaustively regulated by Clause 14. If Share Control terminates the Agreement, the company has the right to license fees for the current Agreement Period. In addition, Share Control may claim compensation for its direct and expected loss if the Customer, or a party for whom the Customer is responsible, has caused the breach of contract due to gross negligence or intent. The Customer's maximum liability for damages pursuant to the agreement is limited to an amount equal to the Customer's license fees for the Agreement Period.

If one of the parties terminates the agreement, Share Control has the right to remove the Share Control application/Services after giving the Customer reasonable written notice that this will occur.

## **17. Consequences for the Customer's use of the Services in the event of suspension, cancellation or termination**

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In the event of suspension, cancellation or termination, the Customer will still have access to its documents and libraries, but not via the ShareControl display and functionality. The knowledge database, financial calendar and quick search will be removed, including own deadlines that have been entered in the financial calendar. If the Customer terminates the agreement with Office 365 or

SharePoint online, the terms and conditions of the supplier shall apply. ShareControl cannot be used if these services cease and the customer is itself responsible for informing Share Control and terminating the agreement with Share Control if Office 365 or SharePoint online are cancelled. If the Customer loses the right to use SharePoint or Office 365 and therefore also the ability to use SharePoint, this shall not give the Customer the right to a refund for subscription fees that have been paid.

In the event that the Customer cancels SharePoint, Share Control can consent to conversion to another format specified by the Customer. Share Control can assist in converting the data entered in the libraries and that is covered by the Share Control application into a different format. Share Control will invoice the Customer for the time that has been spent collecting and converting the data in accordance with Share Control's applicable rates for such assistance. See the applicable prices at [www.sharecontrol.no](http://www.sharecontrol.no).

## 18. Transfer of rights pursuant to the Agreement

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Share Control may transfer, in part or in full, its rights and/or obligations pursuant to the Agreement, provided that this does not significantly hinder compliance with this Agreement. Share Control shall also have the right to engage a third party to fully or partly fulfil its obligations pursuant to the Agreement. The Customer must be notified of this. The Customer cannot transfer its rights and obligations pursuant to this Agreement without written consent from Share Control. Such approval cannot be refused without reasonable grounds.

## 19. References and marketing

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The Customer accepts that Share Control may make reference to the Customer and its use of the software/Services for marketing purposes. The Customer consents to Share Control sending the Customer relevant information, including marketing materials, unless the Customer specifically opts-out of this.

Share Control will make upgrades available by notifying the Customer when updated versions are available for download.

## 20. Changes to contact information

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Share Control must be informed in writing of all changes to the Customer's contact information, including change of address and contact person with authority to enter into agreements on behalf of the Customer.

The Customer pledges to provide correct information about the user's identity at all times, as well as a correct and legitimate email address.

## 21. Disputes

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The Parties' rights and obligations pursuant to this Agreement are governed by Norwegian law.

If a dispute arises in connection with the interpretation of this Agreement, the Parties shall seek to resolve the dispute through negotiations. If the dispute is not resolved through negotiations, each of the parties is free to commence legal action before the ordinary courts. The correct legal venue shall be Share Control's registered business address.

### **Contact information for Share Control AS:**

Share Control AS

Akersgaten 45  
NO-0158 Oslo, Norway