

Service Terms and Conditions for Avonova Assist, Avonova Assist+ and Avonova Basic

1. About the Service Terms and Conditions

These Service Terms and Conditions apply to any enterprise («the **Customer**») entering into an agreement («the **Agreement**») with Avonova Helse AS and/or Avonova Solutions AS and/or Avonova Solutions BHT AS and/or Avonova Hälsa AB and/or Avonova Solutions AB and/or Avonova Solutions Oy («the **Supplier**») regarding the purchase of «Avonova Assist» or «Avonova Assist+» or «Avonova Basic». These Service Terms and Conditions are a part of said Agreement. With «**Party**» means the Customer and the Supplier separately, and with «**Parties**» means the Customer and the Supplier together.

The Service Terms and Conditions are generally the same for customers in any country, with any exceptions specified under the relevant clauses. Where these terms and conditions specify that «For Norway, the following applies», this part of the Terms and Conditions shall apply to enterprises that have entered into the Agreement for an organisation number listed in the Central Coordinating Register for Legal Entities in Norway (Enhetsregisteret). Where these terms and conditions specify that «For Sweden, the following applies», this part of the Terms and Conditions shall apply to enterprises that have entered into the Agreement for an organisation number listed in the Swedish Companies Registration Office (Bolagsverket) in Sweden. Where these terms and conditions specify that «For Finland, the following applies», this part of the Terms and Conditions shall apply to enterprises that have entered into the Agreement for an organisation number listed in the Finnish Trade Register (Kaupparekisteri) in Finland.

These Terms and Conditions are effective from 06.11.2023.

2. Purpose of the Agreement

The agreement applies to time-limited access and right to use Avonova Assist or Avonova Assist+ or Avonova Basic («the **Product**»), which includes the use of a digital system for systematic working environment activities etc. («the **Software**») as well as other products and services described in «the **Product Description**» (attached to the Agreement). Complying with particular, industry-specific requirements is not a purpose of the Software, and therefore the Supplier gives no warranties for compliance with any industry-specific requirements.

For Norway, the following applies: The Product includes affiliation with Avonova Helse AS as an approved occupational health service provider, and through the Product the Customer shall have access to all services that an approved occupational health service provider shall provide. Not all the services the Customer may require are necessarily included in the price of the Product. The services that are included in the price of the Product are stated in the Product Description. The Product Description shall clearly state which services are provided by an approved occupational health service provider and are statutory or preventive risk-based services pursuant to Chapter 13 of Forskrift om organisering, ledelse og medvirkning (the Regulations

concerning Organisation, Management and Employee Participation) and Section 2-4 of forskrift om administrative ordninger (the Regulations concerning Administrative Arrangements). Other parts of the Product shall be regarded as supplementary services.

For Sweden, the following applies: The Product includes affiliation with Avonova Hälsa AB as an occupational health service provider pursuant to the requirement for affiliation to an occupational health service provider in Chapter 3, Section 2c of Arbetsmiljölagen (the Swedish Work Environment Act). Avonova Hälsa AB is an occupational health service provider authorised by Sveriges Företagshälsor. The services provided by Avonova Hälsa AB shall be in accordance with the standards set by Sveriges Företagshälsor. The services included in the price of the Product and which supplementary services can be booked additionally are listed in the Product Description.

3. Licence

3.1 Access to the Product by way of licences

The Customer is granted access to the Product by way of licences. «**Licence**» means the number of employees of the Customer who have access to the services and/or deliveries in the Product. The number of Licences is stated in the Agreement. The number of Licences shall never be fewer than four. On entering into the Agreement and paying the applicable licence fee, the Customer is given a non-exclusive, non-transferable, revocable and limited right to use the Product and the Software in accordance with the Agreement. On termination of the Agreement, this Licence is automatically and immediately withdrawn.

4. Service content and organisation

For Finland, the following applies: Sections 4.1. and 4.2. do not apply to Finland, as the Product in Finland does not include affiliation with an occupational health service provider.

4.1. Professional quality and organisation

Avonova Helse AS is ISO certified according to ISO 9001 and ISO 14001. Avonova Hälsa AB is ISO certified according to ISO 9001, ISO 14001 and ISO 45001.

The product is supplied by competent professionals where required by applicable law or regulations, and otherwise by personnel with expertise in their respective service areas. The Supplier shall ensure that the Product is delivered in accordance with any legal and regulatory requirements relating to occupational health services and shall:

- Facilitate good and efficient interaction between the Supplier and the Customer.
- Draw up a collaboration plan with the Customer based on the Customer's action plan and the Customer's documented needs for occupational health services.
- Provide a general overview of ongoing and/or planned deliveries from the occupational health service and the required resources.

- Assist the Customer in planning and facilitating deliveries from the occupational health service.
- Prepare periodic delivery reports/annual reports.

The Parties undertake to facilitate the practical implementation of the agreed activities. The Supplier has no liability for any non-fulfilment of its obligations under the Agreement if said non-fulfilment is attributable to the Customer not facilitating the completion of these activities.

The Customer is responsible for facilitating that the Supplier can implement the advisory services which are required by law and applicable regulations. Furthermore, the Customer is responsible for ensuring that their use of the occupational health service is in accordance with all applicable legal and regulatory requirements, regardless of whether the services are included in the Product or purchased separately.

4.2. Collaboration plan and agreed activities

The Parties shall draw up a collaboration plan setting out the individual activities for each calendar year. This collaboration plan shall ensure the necessary predictability in relation to any resource requirements as well as the desired progress of activities. Activities anchored in the collaboration plan are binding for delivery and invoicing.

The collaboration plan may only be changed if the Supplier and the Customer agree on the implementation of such changes. The Customer undertakes to facilitate the implementation of activities as agreed in the collaboration plan.

Any changes to the time for implementation of activities agreed in the collaboration plan must be notified within twenty -20- working days prior to the agreed implementation, unless otherwise explicitly stipulated in the Agreement. In the event of any changes or cancellations after this deadline, the service delivery is to be regarded as having taken place and will be billed in full.

5. The Supplier's responsibilities

The Supplier shall ensure delivery of the Product as set out in the Agreement and the Product Description (attached to the Agreement).

The Supplier may use third party suppliers to deliver any products and services included in the Product. The Supplier cannot be held liable for products or services delivered by anyone other than the Supplier. The Supplier shall ensure access to services and products to the Customer at any time covered by the Product Description, excluding however any agreed maintenance work and similar minor interruptions.

The Supplier shall ensure delivery and operation of the Software in accordance with the service level stipulated in «the Service Level Agreement» (attached to the Agreement).

Throughout such time that the Customer holds a Licence to use the Product and the Software, the Supplier undertakes, free of charge, to maintain the Software and, provided the Supplier is notified without undue delay, to rectify any faults in the

Software causing it to not function in accordance with the Product Description. If the Customer does not signal possible faults and deficiencies without undue delay, the Supplier is entitled to remuneration for the expenses it incurs in the correction of these. The Supplier is to ensure that the Software is continuously updated if there are changes in relevant laws and regulations in the area covered by the Agreement.

6. The Customer's obligations

The Customer is responsible for: entering information into the Software; updating the information in the Software; and, satisfying the content and scope requirements in laws and regulations that are relevant to the Customer and the Customer's operations. The Customer itself is responsible for fulfilling its obligations to others, including towards public authorities.

In order for the Customer to require the Supplier to fulfil its obligations to the Customer, the Customer shall provide the Supplier with all the information relevant to the Supplier's implementation of its tasks. This requirement also entails that the Customer shall ensure that any necessary tasks the Supplier assigns to the Customer or someone within the Customer's control are implemented. Said tasks include the start-up steps described in the Supplier's email of welcome. The Customer shall provide the Supplier with full and accurate information.

The Supplier has no liability for any non-fulfilment of its obligations under the Agreement if said non-fulfilment is attributable to the Customer not having fulfilled its own obligations as set out herein. The Customer is itself responsible for the Customer's own incorrect use of the Software.

In connection with support, remote assistance, advice, troubleshooting and the like, the Customer agrees to the Supplier being given access and logging into the Customer's account.

The Customer shall not disassemble or decompile the Software into its individual components or try to gain access to source codes.

7. Software Changes and Upgrades

The Supplier is entitled to change, upgrade and/or perform maintenance of the Software at any time. Such changes will often involve improving or developing the Software, for example in order to ensure compliance with regulatory updates, but may also include adding or removing features or modules to/from the Software in accordance with the Supplier's assessment of the current market and customer needs.

The Customer shall be given reasonable time to retrieve its own data if features are to be removed from the Software, and the Supplier shall not be liable for any data lost as a result of the Customer not having retrieved such data in a timely manner.

Changes as mentioned in this clause are generally free of charge for the Customer. If any new features entail new costs for the Customer, the Customer shall be given a choice whether to opt into such features.

The Supplier is not responsible for training the Customer beyond ordinary user support when the Supplier implements changes pursuant to this clause, and this also includes cases where there is a change in functionality or user setup for the Customer.

8. Data Processor Agreement

To the extent that the Supplier is to process personal data on the Customer's behalf, the Customer and the Supplier undertake to carry out their obligations under the Agreement in line with the applicable privacy protection legislation.

In addition, the Parties shall comply with their obligations under the Data Processor Agreement (attached to the Agreement).

9. Copyright and intellectual property rights

9.1. General

The Parties' existing copyrights, rights of use and proprietary rights before entering into the Agreement remain unchanged. The copyright, disposition right or proprietary rights to changes in, or additions or adaptations to, the Product or Software performed at the request of or on behalf of Customer shall be the property of the Supplier.

The Customer's access to the Software and the Product includes the customary user rights necessary to use the Software and/or Product in accordance with the purpose of the Agreement. Unless otherwise separately agreed, no intellectual property rights are assigned to the Customer. The Customer does not have exclusive access to the Product.

The Customer shall assist in protecting the Supplier's intellectual property rights. This includes, inter alia, immediately reporting and, possibly, preventing any form of hacking, reverse engineering or any other attack that is directed at the Software and which comes to the Customer's attention.

9.2 Reconstruction of data

In the case that data reconstruction becomes necessary, the Supplier is responsible for, free of charge, correcting errors and/or losses attributable to any circumstances on the Supplier's side. This does not apply to data errors/losses that are attributable to third-party deliveries (unless the Supplier could or should have limited the scope and/or consequences of such errors/losses). If data reconstruction is necessary because of circumstances on the Customer's side, a separate agreement on the delivery and price of such a service can be entered into with the Supplier. The Supplier does not have a duty to offer such a service.

If it is not possible for the Supplier to unilaterally reconstruct the data in question then, in the above-mentioned cases, data shall be reconstructed in a collaboration between the Parties or with the help of a third party.

In the event of data loss or destruction being attributable to circumstances on the Customer's side, the Customer shall cover the documented extra costs the Supplier incurs owing to said circumstances. However, this does not apply if reconstruction is more difficult or more time-consuming because the Supplier has not followed the agreed data back-up procedures. Where the Customer is to cover the Supplier's extra costs, the Supplier shall keep the Customer continuously informed of what costs are being incurred, and the Customer shall be entitled to order the Supplier to stop reconstruction.

10. Changes to and cancellations of services

Any cancellations or changes in the time of delivery for services ordered that are not covered by the collaboration plan must be notified within five -5- business days before the scheduled time for delivery. If the cancellation or change relates to an agreed health examination, and the change involves several employees, the cancellation or change must be notified within twenty -20- business days before the date on which the first appointment is scheduled.

In the event of any changes or cancellations after the deadline stated in these Terms and Conditions, the service delivery is to be regarded as having taken place and will be billed in full.

11. Contract term and notice period

11.1. General

Unless otherwise explicitly stated in the Agreement, the Agreement is in force for 36 months (the **Agreement Period**). The first Agreement Period runs from the date the Agreement is signed, unless another start date is stated in the Agreement.

The Agreement may not be terminated with effect before the expiration of the Agreement Period.

The notice period is six -6- months before the first day of the month in which the Agreement Period expires.

If the Agreement is not terminated, it will automatically renew for a new Agreement Period (36 months), with subsequent renewals until the Agreement is terminated.

Notice of termination of the Agreement must be given in writing and sent by email to Avonova's customer service center at kundesenter@avonova.no (for Norway) or kundtjanst@avonova.se (for Sweden) or asiakaspalvelu@avonova.fi (for Finland).

11.2 Changing the number of licences

The same provisions apply for reducing the number of Licences as for termination of the Agreement, and notice must be given according to the terms provided in Section 11.1. This means that a reduction in Licenses can only be made effective from the next Agreement Period and with a notice of at least six -6- months before the first day of the month the Agreement Period expires.

If the Customer wishes to increase the number of Licenses, this will be regarded as entering into a new agreement. Unless otherwise agreed in writing, a new Agreement Period of 36 months will apply for the new Licenses. The Supplier is not obliged to offer the Customer the same price for the new Licenses as for the original licenses.

11.3 Rights and duties on cessation of the Agreement

On cessation of the Agreement, the Supplier undertakes to make available to the Customer the content/data that the Customer has entered into the Software. Unless otherwise separately agreed, the Software will be available for the Customer throughout the current Agreement Period. The Customer is itself responsible for

retrieving the content/data in question for the Customer's own further use. After cessation/expiration of the Agreement, the Supplier is no longer responsible for keeping the Customer's content/data in the Software and has no responsibility as regards data storage, backup, reconstruction or similar.

12. Changes in the Service Terms and Conditions

The Supplier can unilaterally change, with future effect, these Service Terms and Conditions for Avonova Assist, Avonova Assist+ and Avonova Basic. The Supplier shall give the Customer at least one month's prior written notice of material changes. All such notices of changes shall be in writing and may be submitted electronically. Notice shall be deemed to have been duly given if it is sent to one of the contact addresses (e-mail or post) provided by the Customer in writing to the Supplier.

13. Precedence of documents

The Agreement between the Supplier and the Customer consists of the documents mentioned in the Agreement. In the event of any conflict of provisions, the Service Terms and Conditions for Avonova Assist, Avonova Assist+ and Avonova Basic shall take precedence over the General Terms and Conditions.