

Service Terms and Conditions for Avonova People

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 People». 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.

2. Purpose of the Agreement

The agreement applies to time-limited access and right to use Avonova People («the **Product**»), which includes a bundle of services for health and well-being described in the «**the Product Description**» (attached to the Agreement). Eliminating the need for other health services completely, such as but not limited to public health services, is not the purpose of the Product.

3. 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 in accordance with the Agreement. On termination of the Agreement, this Licence is automatically and immediately withdrawn.

4. Service content and organisation

4.1. Professional quality

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 the delivery of the respective services.

4.2. 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).

4.3. The use of third-party suppliers

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.

5. The Customer's obligations

The Customer is responsible for their use of the Product and for utilising the Product according to its purpose.

6. Privacy

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.

7. Copyright and intellectual property rights

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 performed at the request of or on behalf of Customer shall be the property of the Supplier.

8. Contract term and notice period

8.1. 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).

8.2 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 8.1. 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.

9. Changes in the Service Terms and Conditions

The Supplier can unilaterally change, with future effect, these Service Terms and Conditions for Avonova People. 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.

10. 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 People shall take precedence over the General Terms and Conditions.