



## Service Terms and Conditions for Avonova Vital

### 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 («the **Supplier**») regarding the purchase of «Avonova Vital» («the **Product**»). 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.

These Terms and Conditions are effective from 06.11.2023.

### 2. Purpose of the Agreement

The agreement applies to time-limited access to and right of use of the Product. Descriptions of services and deliverables included in the Product are described in the current «**Product Description**» (attached to the Agreement).

### 3. Licence

The Customer is granted access to the Product by way of licences. With «**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. On entering into the Agreement and paying the applicable license fee, the Customer is given a non-exclusive, non-transferable, revocable and limited right to use the Product in line with the Agreement. On cessation of the Agreement, this license is automatically and immediately withdrawn.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 supplied services.

# Service Terms and Conditions for Avonova Vital

---



## 4.2 Response time

The Supplier can be reached by e-mail: [bryggeklinikken@avonova.no](mailto:bryggeklinikken@avonova.no) or telephone: 23 11 58 50.

## 5. Obligations of the parties

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

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. The Customer shall provide the Supplier with full and accurate information.

The Parties undertake to facilitate the practical implementation of the agreed activities, and to facilitate a dialogue and efficient interaction between the Parties. 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.

## 6. 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.

## 7. Agreement Period and notice

### 7.1. 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.

# Service Terms and Conditions for Avonova Vital

---



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 in writing and sent by email to Avonova: [kundesenter@avonova.no](mailto:kundesenter@avonova.no).

## **7.2 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 contract 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.

## **8. Changes in the Service Terms and Conditions**

The Supplier can unilaterally change, with future effect, the Service Terms and Conditions for Avonova Vital. The Supplier shall give the Customer at least one month's 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.

## **9. Precedence of documents**

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