

# Terms and Conditions

2023-10

## 1. The parties and the agreement

ITX Norge AS, hereinafter "ITX" and the Customer has entered into the following agreement (hereinafter referred to as the Agreement). Any equipment specified in the Agreement, delivered from ITX, is hereinafter referred to as the Equipment. All services ordered in the Agreement are hereinafter referred to as the Services..

## 2. The subject of the agreement

By signing the Agreement, ITX Norge has the right to deliver the Equipment and Services in accordance with the Agreement to the Customer. It is subject to availability of ITX or subcontractor capacity and that the delivery is technically feasible.

## 3. Agreement time and termination

The contract period runs from the beginning of the first invoice period. The contract period is binding for 36 months. The agreement can be terminated by both parties with six months' written notice, and the notice period is calculated from the first day of the following month, after the expiry of the agreement. The customer is entitled to an extension of up to an additional 12 months

## 4. Supplier Change

If the Customer subscribes to any of the Services from parties other than ITX Norway's Service Providers when entering into the Agreement, the Customer must terminate the agreements with existing suppliers.

## 5. Pricing

The price of the Services cannot be changed during the Agreement period, with the exception of price changes which are outside ITX's control and annual indexation in accordance with the consumer price index set by Statistics Norway. Price changes outside ITX's control may be changes in prices of ITX's service providers or tax changes with public authorities.

Price can then be changed accordingly from the time the price change is made to ITX, at the earliest one month after the customer has been notified. Support and assistance are invoiced to the customer with NOK 1599, - per. Hour. Establishment ITX UC includes setup of the product itself. Setup does not include integrations with third-party systems.

## 6. Billing

Invoice is produced first of each month, with 14 days due. Consumption is invoiced in arrears after actual traffic has been completed. The monthly fees are billed out this month + 2 months. ITX reserves the right to require a deposit of the expected call volume corresponding to 2 months, if the credit score is not sufficiently high.

## 7. ITX Norway's duties

ITX shall ensure that the Customer and the End Users have access to the Services and that they always contain the best possible quality. The service requires an Internet speed of 100/100 Mbit with QoS management / traffic prioritization.

ITX is not responsible for any interruptions or accessibility problems caused by force majeure or otherwise outside ITX's control. ITX has the right to take any action that may lead to breakages or disruptions if deemed necessary for technical, operational or maintenance reasons. If possible, such measures shall be notified to the Customer in a reasonable time in advance. ITX has the right to access the Customer's premises and property where the Equipment is located without prior notice, if such access is necessary for technical, operational or maintenance reasons. ITX may immediately terminate Customer's access to the Service without prior notice, if required by public authorities.

Guaranteed service quality and availability are agreed in a separate SLA agreement.

## 8. Assignment

Customer does not have the right to sell, lend or rent all or part of the Equipment or Services. The Customer may also not transfer the Agreement to a third party without the prior written consent of ITX. Prior to transfer, the Customer's outstanding balance must be paid. ITX has the right to transfer this Agreement in its entirety to third parties without written consent.

## 9. Change of Service

ITX and ITX's Service Providers have the right to make changes to the Services and the Technical Specifications of the Services. Such notice can be given by email

## 10. Amendment of the Agreement

In the event of changes in public regulations or legislation, which change ITX's framework conditions for the Services, ITX Norway has the right to amend the Agreement accordingly and with effect from the same time as the framework conditions change. Prior notice must be given as soon as possible and within 1 month before the change takes place.

ITX has the right to unilaterally change the terms of the Agreement and its annexes. Changes to the Customer's disadvantage can only be made after three months' notice. Notification can be given in writing or via e-mail. If the customer does not accept changes to the disadvantage, the customer may choose to cancel the agreement.

## 11. Deficiencies and complaints

Customer must report defects or damages to support@itxuc.com, or in writing to ITX's business address. Complaints can only be claimed when the inquiry is confirmed received by ITX's customer center. ITX does not correct the Customer / End User as part of the Service. ITX is under no circumstances liable for indirect losses. By indirect loss is meant consequential damage and derived loss, such as i.a. loss of time, profits, customers, goodwill, business opportunities, data or the like. ITX's maximum liability towards the Customer for all obligations that are directly or indirectly linked to the agreement is limited to the consideration the Customer has paid for the service (ex. VAT) in the last 3 months before the event that gives rise to liability occurred.

## **12. Uplift**

If one of the parties is in breach of their obligations under the Agreement, and this is not due to circumstances for which the other party is responsible, then the defaulting Party must be notified in writing of the breach and given a correction period of 14 days. The defaulting party may demand in writing to extend the correction deadline if it can be documented that rectification is not possible by the deadline. However, the correction deadline cannot be longer than 30 days after the default has been notified in writing. ITX Norway's breach exists, among other things, if the service is unavailable continuously for a week from the Customer has notified ITX Norway, provided that the downtime is due to conditions that are ITX Norway's responsibility. If rectification is not made within the time limit, the other party may terminate the Agreement with immediate effect. In the event of material breach, the agreement may be terminated with immediate effect. As a material breach on the part of the Customer, it is considered, among other things, that the Customer does not pay due remuneration within 7 days after the invoice is due from ITX Norway, that the Customer makes changes to the Equipment or that the Customer misuses the service. ITX Norway may also terminate the agreement if the Customer defaults on other services provided by ITX Norway and / or Service Providers.

If ITX Norway cancels the Agreement due to the Customer's default on payment, the Customer is obliged immediately to fulfill all obligations to ITX Norway.

Furthermore, the Customer is obliged to pay all losses ITX Norway has incurred as a result of the breach, including legal costs and expenses for any collection of the Equipment.

## **13. Defaults**

ITX reserves the right to terminate the service if the Customer has not paid the due consideration within 7 days of due date on invoice from ITX Norway. The customer gets the service reopened at the time of owing a charge.

## **14. Notifications**

The Customer is obliged at all times to provide the correct e-mail address / mobile number to the person (s) who stand as contacts on behalf of the Customer above ITX. Customer agrees that ITX will use this to notify matters relating to the Services and / or the Equipment covered by the Agreement. The Customer must immediately notify ITX if the Customer's e-mail address / mobile number is not in use, has been changed or if the Customer has reason to believe that ITX does not use the correct e-mail address / mobile number when ITX addresses the Customer. ITX may choose to notify the Customer by invoice and other mail.

## **15. Use of artificial intelligence**

The customer confirms through this agreement that they are familiar with the prerequisites for being able to use AI services integrated in ITX, such as ChatGPT/OpenAI or others that include services provided by an external third party. For OpenAI, which is the technology behind artificial intelligence delivered in ITX GPT, the following applies:

- The customer must sign a separate agreement with OpenAI to purchase "tokens", and accepts their terms to use their services. The customer confirms by signing this agreement that ITX cannot be held responsible in any way for the service provided by OpenAI to the customer. This applies, but is not limited to, how OpenAI collects or uses data the customer chooses to share with OpenAI.

## **16. Disputes**

Disputes regarding the effect, content or implementation of the Agreement shall be resolved by negotiation.

If the negotiations do not proceed within 30 days of the dispute arose and the parties do not agree to continue the negotiations, either party may demand the case to be decided in the ordinary courts. Any case should be brought in Tønsberg District Court.