

Febdok License and Support Agreement

1. Definitions

This Febdok License and Support Agreement (the "**License Agreement**") is entered into between NHO Elektro through Installatørenes Service- og Opplysningskontor with org. no. 971 033 517 (hereinafter "**ISO**" or "**Licensor**") and the company that will pay the Subscription License to Febdok (such company is called the "**Customer**" or "**Licensee**"), hereinafter individually called "**Party**" and jointly the "**Parties**".

The purpose of this License Agreement is to regulate the Parties' obligations and rights in connection with the Customer licensing the standard software solution called Febdok.

Febdok is a software that was launched in 1991 by NHO Elektro, which is part of ISO. Febdok is designed for documentation and calculation of electrical installations. Febdok helps to ensure that electrical installations are planned, executed and documented in accordance with current regulations and is intended for installers, consultants, engineers and schools. Febdok is constantly evolving to meet the changing needs of the industry. This License Agreement applies to the current version of the Febdok software as published by ISO on the websites febdok.no and www.nhoelektro.no/febdok ("**Febdok Websites**").

If the Customer wants help with storing data used in Febdok, the Customer can enter into an agreement with a supplier referred to by ISO on the Febdok Website as a cloud storage provider (the "**Cloud Service Provider**").

2. Subscription license gives a non-exclusive right to use Febdok

2.1 Non-exclusive right of use (license)

"**End User**" means the natural person that the Customer allows to log into Febdok in order to use Febdok in accordance with the Febdok End User Agreement. During the period for which the Customer has paid a *Subscription License*, the Customer has an active subscription that grants the number of End Users included in such *Subscription License* a non-exclusive, non-transferable and time-limited right to use (license) Febdok as set out on the Febdok Website on the terms set out in this License Agreement.

The Licensee also has a right to use (license) the Febdok Websites included in such Subscription License, and the right to use also applies to information available after login from the Licensee with username and password to My Page on the Febdok Websites.

2.2 Customer chooses version type of Febdok

ISO does not operate Febdok for the Customer or store any data generated via the End User's use of Febdok. The Customer is responsible for installing the latest version of the Febdok software as made available via the Febdok Website.

The customer can choose between three different ways to install Febdok:

- **Local (single user):** Basic package has 2 user rights. The Febdok program can be installed on 2 - two - separate computers used by the Customer's selected End Users. *Local (single user)* can also use a network license and sync to a server. The number of user rights associated with *Local (single user)* can be increased by the Customer, which will lead to a price increase of the Subscription Fee.
- **Server:** Basic package has 2 simultaneous users. This means that two different people can be logged on to the Febdok program as End Users at the same time. The Febdok program is installed by the Customer on a server available to the Customer, and then the Customer installs clients on client machines that allow the Customer's chosen End Users to use Febdok from the

ISO: Installatørenes Opplysnings- og Servicekontor	Version: 1.0	Page15
Document: Febdok License and Support Agreement	NHO Elektro is part of ISO	Date: 24.04.2025

server on which Febdok is installed. The number of user rights associated with the *Server* can be increased by the Customer, which will lead to a price increase of the Subscription Fee.

- **Via the Cloud Service Provider:** If the Customer is unwilling or unable to install Febdok in its own solution, the Customer may enter into an agreement with a Cloud Service Provider as an alternative to a traditional server solution that the Customer has itself. The Customer is responsible for entering into an agreement with the Cloud Service Provider for the storage of data in such a cloud solution and for receiving the other services that the Cloud Service Provider may offer the Customer. The Cloud Service Provider will then ensure that Febdok is installed in its solution and that the Customer's chosen End User is given access to the Cloud Service Provider's solution. In its agreement with the Customer, the Cloud Service Provider will be able to offer updates of Febdok in its own cloud service solution for the duration of the License Agreement. The Customer pays and relates fully to the Cloud Service Provider for such services in accordance with the agreement with the Cloud Service Provider.

3. Price conditions

3.1 Subscription Fee

The Customer shall for its use of Febdok pay an annual fee in advance to ISO called the "**Subscription Fee**". The size of the Subscription Fee depends on the number of End Users, the number of user rights, the number of departments and the selected software package level (Start, Plus, Complete and language packages such as Finnish/Danish/Swedish/Norwegian). The Subscription Fee shall be paid to ISO in advance for each year that the Customer wishes to use Febdok.

ISO has the right to send out a new invoice for the *Subscription Fee* at least one month before each new license period of 1 - one - year for the duration of the License Agreement. The first invoice for the *Subscription Fee* will be sent by ISO when the License Agreement is accepted by the Customer when purchasing Febdok (when ordering a Subscription for the Customer or when ordering additional services to an active subscription). Starting from the second calendar year, ISO will send an invoice in January annually for the *Subscription Fee* for the duration of the License Agreement. Unpaid *Subscription Fee* will result in access for the Customer being stopped immediately after the second reminder and that the Customer is not entitled to use the Febdok software until ISO has confirmed payment of the *Subscription Fee*.

3.2 Other payment terms

Payment terms are 21 days from the invoice date. ISO is entitled to make adjustments to the remuneration for its services with 30 days' written notice and may in addition, without prior notice, make annual price adjustments of up to 7 % effective from each year-end.

If the Customer requests ISO for an additional service, ISO's recommended hourly rates will apply. An example is if the Customer requests support outside what is covered by clause 7 of the agreement. Indicative hourly rates for the Subscription Fee and/or hourly rates for additional services will be stated on the Febdok Website.

4. The rights and obligations of the Parties

ISO is responsible for updating Febdok. ISO ensures that the Febdok End User Agreement and the Febdok Privacy Policy are easily accessible to End Users of Febdok via the Febdok Website.

The Customer and the Customer's End User must at all times follow the system and user requirements on the Febdok Website for the current version of Febdok. The Customer is responsible for using the latest official version of Febdok at all times.

If the Customer has entered into an agreement with a Cloud Service Provider that has an agreement with ISO to offer Febdok as a service to the Customer as its customer, the Customer must deal with the Cloud Service Provider for installation, updating and access to Febdok in the Cloud Service Provider's solution. Upon termination of the License Agreement with the Cloud Service Provider, the Customer may request the Cloud Service Provider to delete or return to the Customer all data belonging to the Customer, including any personal data related to the Customer's use of Febdok. If the Customer wants

ISO: Installatørenes Opplysnings- og Servicekontor	Version: 1.0	Page25
Document: Febdok License and Support Agreement	NHO Elektro is part of ISO	Date: 24.04.2025

to continue using Febdok after the termination takes effect, the Customer must contact ISO to gain access to a version of Febdok that the Customer installs locally.

5. Duration and termination

This License Agreement becomes effective on the day the Customer has accepted the License Agreement and remains in force until the Customer terminates the License Agreement with at least 3 - three - months written notice before the end of each calendar year.

During the termination period, the Customer retains full usage rights to Febdok until the termination day. The termination day will be December 31 of the year in which the License Agreement is terminated provided the notice is given earlier than October 1. If termination occurs on October 1 or later, ISO will invoice a final invoice for the *Subscription Fee* for the subsequent year.

Either Party may terminate the License Agreement by providing 10 days' written notice if the other Party is in material breach of its obligations under the License Agreement and fails to remedy the breach within that timeframe. The License Agreement may be terminated immediately if the other Party is liquidated or goes bankrupt.

6. Intellectual property rights and rights to data

Febdok is a registered trademark, and the Licensor owns all intellectual property rights to Febdok. ISO licenses non-exclusive user rights (right of disposal) to the Customer who will have access to use the Febdok software as set out in this License Agreement. The End Users for whom the Customer has paid the Subscription Fee will have the rights set out in the Febdok End User Agreement.

All rights not expressly granted to Customer in this License Agreement are expressly reserved to ISO. ISO reserves the right to transfer, license, assign, sell and otherwise exploit all of its rights in and to Febdok.

The Customer is granted the right to use Febdok on the terms set out in this License Agreement. As long as the Customer pays the annual *Subscription fee*, the Customer is granted the right to use Febdok with the number of End User Rights that the Customer has paid for. The Customer may not assign this License Agreement without the written consent of the Licensor. The Licensor may, in whole or in part, assign its rights and obligations under the License Agreement to a third party without the Customer's consent and this will not affect the Customer's obligations under the License Agreement.

All data entered by the Customer into Febdok belongs to the Customer. The Licensor does not have access to any data resulting from the Customer's use of Febdok. ISO only handles personal data to the extent necessary to offer subscriptions to Febdok or respond to support regarding Febdok, see the Febdok Privacy Policy on the Febdok Website.

7. Liability

7.1 Licensor

The Licensor can be contacted by e-mail sent to support@febdok.no. The Licensor follows up support on working days between 09.00 and 15.00 (the "**Service Period**"), unless the Licensor states on the Febdok Website that there are restrictions due to holidays.

The Licensor informs the Customer of any changes and updates to Febdok via the Febdok Website.

A valid subscription includes support for the installation and use of Febdok. A prerequisite is that the Customer uses the latest official version of Febdok with the corresponding supplier database.

The Licensor does not provide support that includes IT operations or electrical engineering.

Support channels, support hours and contact information are stated on the Febdok Website.

Licensor does not warrant that Febdok is error-free, can be used for one or more special purposes, or that Febdok can work smoothly with third party products or Customer's systems.

ISO: Installatørenes Opplysnings- og Servicekontor	Version: 1.0	Page35
Document: Febdok License and Support Agreement	NHO Elektro is part of ISO	Date: 24.04.2025

7.2 Customer

The Customer is fully responsible for ensuring that its use of Febdok is in accordance with the terms and conditions set out on the Febdok Website. Access to and use of the data is strictly limited to the purposes expressly stated in this License Agreement and on Febdok's Website which the Customer must familiarize itself with. The Customer shall not use the data for any other purpose without the prior written consent of ISO.

The Customer may not;

- a) Transfer the license to other companies, rent, lease or otherwise make the aforementioned program material available to others,
- b) modify, translate or create derivative works of the Febdok software or Febdok documentation, or
- c) perform training activities to third parties related to the Febdok software without written agreement with ISO.

Data used in Febdok comes from various suppliers and manufacturers, and ISO is not responsible for the accuracy of these suppliers' information. Contact information for each supplier can be found on the Febdok website.

7.3 Limitations of liability

ISO grants the Customer the right to use Febdok as it is made available in its latest version on the Febdok Website, without any form of guarantee or responsibility that Febdok is suitable for the purpose the Customer may have. ISO is not liable for errors in Febdok or for issues arising from any third-party deliveries, including ISO's liability for failure to meet agreed quality requirements or destruction of data in Febdok. Licensor is not responsible for data flow between Customer's account and other third parties. ISO is not responsible for the use of third-party programs that can be used together with Febdok, including database software (SQL server), Excel, etc. ISO is not responsible for any professional assessments or results derived from the Customer by using Febdok. ISO is not liable for any financial losses that the Customer or other third parties may suffer as a result of errors in the program, updates, system interruptions, downtime or other indirect losses.

The Parties' liability to pay compensation for damage or loss, irrespective of the cause and basis of the case and irrespective of whether it concerns a breach of contract or a tortious act, shall be limited to direct financial losses only. The total compensation shall not exceed the amount the Customer has paid the Supplier in the last calendar year and in any case, shall not exceed NOK 100,000.

If the performance of the Parties obligations under this License Agreement is prevented or significantly impaired due to circumstance beyond the Parties' or subcontractor's control, or if such circumstances are considered force majeure under Norwegian law, the Parties contractual obligations shall be suspended to the extent and for the time they are prevented. A Party affected by such circumstances shall without delay notify the other Party of a force majeure event.

8. Duty of confidentiality

Any confidential information that the Parties become aware of in connection with the License Agreement and its implementation shall be treated confidentially and not be disclosed to third parties without prior consent.

9. Personal data

9.1 Support and contact information about End Users

ISO does not store data on behalf of the Customer and may license Febdok to the Customer without processing personal data about natural persons. To the extent that someone at the Customer contacts ISO for support or ISO handles access to Febdok for an End User that the Customer has determined is a natural person, ISO will process the Customer's personal data. In that case, only general personal data will be processed to the extent necessary to fulfill the agreement with the Customer and End Users of the Customer. The processing is limited to the personal data provided by the Customer in connection

ISO: Installatørenes Opplysnings- og Servicekontor	Version: 1.0	Page45
Document: Febdok License and Support Agreement	NHO Elektro is part of ISO	Date: 24.04.2025

with a request for support or other contact, typically this is name, e-mail and telephone number. ISO will delete the personal data within a reasonable time after the inquiry has been answered and adequate support has been provided, unless some information must be kept longer on other grounds. For more information, ISO refers to the *Febdok Privacy Policy* published on ISO's website.

9.2 Data processing agreement for Febdok

To the extent that ISO processes Personal Data on behalf of Customer to fulfill the License Agreement or Febdok End Users with one of Customer's End Users who contacts ISO for support or handling of login information, ISO acts as a data processor of Customer. ISO must carry out certain processing of general personal data in order to fulfill the obligations and rights of Customer under this License Agreement and of Customer's End User under the Febdok End User Agreement. The Parties agree that ISO in such cases:

- a. process the personal data only on documented instructions from the Customer as the Controller, including with regard to the transfer of personal data to anyone outside the EU/EEA,
- b. ensures that persons authorized to process the personal data have undertaken to treat the data confidentially or are subject to an appropriate statutory duty of confidentiality,
- c. take all measures necessary in accordance with Article 32 of the GDPR,
- d. complies with the conditions mentioned in GDPR article 28 no. 2 and 4 when it comes to engaging another data processor (subcontractor of ISO will be informed about on Febdok Websites),
- e. taking into account the nature of the processing and to the extent possible, assist the Customer, using appropriate technical and organizational measures, in fulfilling the Customer's obligation to respond to requests made by the data subject to the Customer as the controller for the purpose of exercising its rights set out in Chapter III of the GDPR,
- f. assists the Customer as the controller in ensuring compliance with its obligations under Articles 32-36 of the GDPR, taking into account the nature of the processing and the information available to ISO as the processor,
- g. at Customer's option, delete or return all Personal Data to Customer after the Services relating to the Processing have been provided, and delete existing copies, where applicable law requires the Personal Data to be retained,
- h. make available to the Customer all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR, as well as facilitate and contribute to audits, including inspections, carried out by the Customer or any other auditor authorized by the Customer as the Controller. ISO as the data processor shall promptly notify Customer as the data controller if ISO believes that an instruction is in breach of the GDPR or other provisions on the protection of personal data in applicable law.

10 Choice of law and dispute resolution

This License Agreement shall be interpreted in accordance with Norwegian law. The Norwegian version of this License Agreement will prevail over the English, Swedish, Danish and Finnish versions.

Disagreements concerning the interpretation of the provisions of this License Agreement should primarily be resolved through negotiations or mediation. If a dispute cannot be resolved by these means, the dispute may be settled by the Norwegian courts. The Parties agree that Oslo District Court shall serve as the proper venue.

ISO: Installatørenes Opplysnings- og Servicekontor	Version: 1.0	Page55
Document: Febdok License and Support Agreement	NHO Elektro is part of ISO	Date: 24.04.2025