

# Terms of Agreement

## SmartDok



## 1. General terms of agreement

This agreement regulates the relationship between the parties involved and the service provided.

## 2. The Service

SmartDok is a web-based/mobile based data system.

The service is delivered as a subscription (SaaS), which the customer pays an annual fee based on the number of users and modules. The service is located at the following web address: [www.smartdok.no](http://www.smartdok.no), further description about the service is also found on the web address.

## 3. Use

The system is continually being developed, for this to be possible it is expected that the users of the system use devices that are not outdated. One of the following browsers has to be used to access the system from the web: ex. Chrome or Firefox. The browser has to be one of the latest versions and must be updated on a regular basis. Regarding use of the service from mobile devices, devices running on iOS or Android are supported. It is expected that the devices runs on updated versions of the OS. The app that is installed on the device also has to be regularly updated. Contact support at SmartDok if you would like to know the recommended version.

## 4. Back-up

SmartDok is responsible for daily back up of data in the system, and may also portray these in the event of loss of data.

## 5. Updates

All updates of the software are included in the price. SmartDok develop the system continuously and informs the customer of new functionalities on the webpage and through newsletters.

## 6. Training

SmartDok will conduct a web learning session free of cost for super users/administrators. When this will be carried out will be arranged with the customer.

## 7. Support

Included in the price is 120 minutes paid support (annually). Support exceeding this will be billed quarterly for the spent time with a rate of 15 NOK per minute.

Support means that SmartDok will work to the best to solve software problems based on the Customer's detailed description of the problem. It is not guaranteed that there is a solution. Administration or configuration of customer system is not included in the agreement.

Example of what is included:

- Support in using the software's functionality
- Error messages
- Support due to program failure

Example of what is not included:





- Questions beyond the functionality of the software
- Customizations beyond standard software
- Administration or configuration of the software
- Consulting services

Phone support: +47 90 40 33 33

E-mail: [support@smartdok.no](mailto:support@smartdok.no)

08:00 to 16:00 Monday to Friday except the date 24.12/31.12 and other public holidays. Any other exceptions are notified by [www.smartdok.no](http://www.smartdok.no) in advance.

## 8. Operating time

The service should average running time at 99,2%. Not included in this is notified downtime due to updates of the system, or other conditions that SmartDok cannot control such as power outages etc.

## 9. Payment

All prices are given excluding VAT. Payment is due within 14 days after confirming the agreement. Payment is made for one year at a time and in advance. Upon renewal of the agreement, payment shall take place within 14 days of receiving the invoice. If payment is not made the service can be closed/shut down without further notice.

By signing the agreement the customer should receive x licences as described in the offer.

Pricing is in accordance with the offer.

By extension of the agreement, the extension will be billed as following:

- With more than 6 months left to renewal, full license
- Under 6 months left to renewal, 50% discount
- Under 2 months left to renewal, 75% discount

## 10. Price adjustment

SmartDok reserves the right to make annual index adjustments in accordance with the CPI.

Other price adjustments should SmartDok give an notice 3 months before the adjustment.

Price changes may occur in the event of major changes in functionality or usage patterns.

Such changes shall be agreed between SmartDok and the customer.

## 11. Agreement length and termination

The agreement is valid for 12 months from agreement is made. Renewal of new 12 months agreement happens automatically, unless termination occurs during the current term.

termination of the agreement, this must be sent in writing to [support@smartdok.no](mailto:support@smartdok.no).

In case of serious breach of agreement, the agreement can be terminated with immediate effect. Upon termination, all data will be deleted after 12 months, cf. the GDPR regulation

## 12. Force Majeure

In the event of an unforeseen situation beyond the parties' control, which makes it impossible for the affected party to fulfil the contractual obligations, the agreement will not be considered breached. Each of the parties may, however, terminate the agreement with one months notice if the force majeure case makes it particularly burdensome for the concerned party to maintain the agreement.

## 13. Confidentiality



SmartDok and the customer are both under duty of confidentiality about the facts, which are made known about the other party through this agreement



**14. Activation of agreement**

The agreement is valid from the customer has received and accepted the agreement via e-mail.

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Signature SmartDok

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Signature Customer

