

## PublishOnline

### Publishing system- license and hosting agreement

#### Delivery

Access and use/license of Publish Online - publishing systems, and hosting of Customer's web site at MC Web server

#### Publishing System, hosting and technical maintenance:

Sites are implemented in Publish Online Website hosted by MC in our web server environment

The following services are included as part of the ongoing cost of use of the web portal for customer

- User license for Publish Online accordance with the project agreement
- Upgrades of Publish Online
- Technical support
- Domain name registration / transfer and domain / sub domain management
- Web hosting, storage 2GB
- E-mail (optional) POP / IMAP 2GB rates. account
- Admin / system access
- Webmail

#### Technical support

MC is responsible for correction of error situations that arise regarding the operation of the service as well as any technical faults / deficiencies in the system. If MC detects technical error, or are alerted by a customer, MC will immediately start eliminating the error, no later than the following business day if the error occurs outside normal working hours. The same applies to other technical support. In office 0800-1600 service phone calls will be served and followed up. Support mail will be answered in office working hours. If the request / fix will result in extended response time / completion, the customer will be made aware of this.

MC duties to provide due care, safe operation of the web server in accordance with good security level. The systems in the service will be operational 24 hours a day with the exception of necessary or notified stop for maintenance. MC performs continuous monitoring of the service and follow up the status of the equipment as part of the service (machines, publishing solutions and web). Daily backup of system and content is conducted, with storage of backups from last 2 days + one week.

#### Responsibility & Ownership

The Customer is responsible for implementing and updating of information on their own web site. All content posted on the Web server is the customer's responsibility and the customer retains ownership and copyright to the material posted. If the customer wants assistance / help with processing and posting of content and data can MC do this as a project / hourly, or as part of a support agreement.

#### Control routines

MC requires that the person who is contact person and / or is listed as a recipient of the customers e-mail, also has the right to manage the service. This right and responsibility is presumed to include the deletion, removal, cancellation or other dispositions that affect the service's scope. It is assumed that the customer has implemented procedures that safeguard and ensure the correct treatment of the rights to the domain / web

#### Terms & conditions

Maritime Colors Standard Purchase agreement & terms. Operating costs are billed in advance per 12months/Annually

For terms, see [www.maritimecolours.no/publishonlineterms](http://www.maritimecolours.no/publishonlineterms)

#### Maritime Colours Development & Support

Maritime Colors can also assist your company with an extended range of services within design and digital communications. Such as development of intranet and extranet solutions, connect the web portal and the customer's back-office systems, re-design and restructuring of websites, as well as the development and implementation of stand-alone applications. We also offer support services to our customers. This may include text design, multimedia production and upgrade and maintenance of the site's content. A regularly updated web site is regularly visited. Please contact us for more information on how we can assist you with leading-edge communications solutions that strengthen your company's identity and competitiveness.

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## AGREEMENT TERMS

### 1. General

These business terms supplement and is considered as a part of all contracts for the purchase of services (hereinafter referred to as the individual agreement) entered into between the Maritime Colors AS (hereinafter referred to as Vendor) and the individual customer (hereinafter referred to as Customer). The agreement gives the customer access to web server at Maritime Colors so that the Client Internet services (web pages) are available for users of the Internet. Maritime Colors' responsibility is to operate and maintain the Web server that is used, and publishing system PublishOnline where Client's web sites are implemented.

Maritime Colors are responsible for correcting the error situations that arise regarding the operation of the service (web server and content management system). This obligation only applies if the customer has followed the instructions that apply regarding use of the service.

If error messages occur, tests will be performed to check whether the fault can be related to the Maritime Colors systems and solutions, and any errors will be corrected.

Maritime Colors may deny customer access or change the service's management (password etc) until the payment of the service is registered.

Maritime Colors are property and copyright of all existing and future software code and technical solutions that are made available to the user. Customer has right to use the services and rights fulfilled as far as it can be said to be a natural part of the service, and that the customer has paid for the service, and service in general is not terminated in accordance to this agreement.

If any Business changes that affect the ownership of the program code, any new legal owner of the code will be responsible for contract commitments to the customer.

If MC due to liquidation or other business changes do not wish or are able to further develop and / or maintain the current code, this will be on request without charge placed at the Customer's disposal.

### 2. Parties

All legal and authoritative people can subscribe to services provided by the supplier.

### 3. Requirements for written forms

The individual agreements shall be in writing. All changes in existing agreements to be made by entering into a new written agreement in which the changes are implemented.

### 4. The contract period

The agreement runs for at least one year from the subscription start, however, from the day the effective delivery starts if this is earlier. Unless the agreement is terminated, renewed automatically for one year.

### 5. Termination

The agreement may be terminated by either party with three - 3 - months' written notice in advance of the next contract period. If an agreement is canceled by the customer before the connection is put into operation, the Contractor right to a refund of the elapsed time and materials.

### 6. Payment

The customer pays the supplier price stated in each agreement. The services are billed in advance per year. Payment is due 14 days after the invoice date. At late payment, delay rate will apply per month, according to vendor payment terms. If

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reminders are to be submitted, reminder fee of NOK 50 – will incur. By omission of the payment, the entire contract period is due for payment immediately. The customer will be billed an establishment at the conclusion of each agreement.

7. Supplier responsibilities

The supplier is responsible for deliveries in accordance to the individual agreement, and shall ensure that the agreed capacity and functionality are present in acc. specification of the individual agreement. In cases where the agreed capacity and the product cannot be delivered due to circumstances beyond vendor's control, the vendor's financial responsibility is limited to the establishment billed amount.

8. Payment Breach

20 days after the first reminder is submitted, and if the vendor is still missing payment for all or part of the service provider may without further notice suspend the customer's webpages until payment takes place. To temporarily close down the website does not exempt the Customer's payment obligations. It will then apply a fee of NOK 2500, - for the opening of the service again.

9. Liability and breach of contract

If a party is in material breach their duties in accordance the individual contract or this agreement, can the other party upon written notice withhold its performance until the obligation is fulfilled. If such material breach is not remedied within 30 days after written notice is sent, the contract terminated with immediate effect. A party is entitled to claim compensation for their direct economic losses. The requirement for compensation is upward limited to one year of continuous compensation according the individual agreement. Deliveries / products not being delivered due to circumstances beyond Vendors control, cannot be claimed compensation for.

10. Source Codes

Source codes provided with the Service are owned by the Vendor and the Customer is responsible for the reversal of this termination of service. This is also affects any deposited source codes.

11. Complaints

Error must be reported to the Maritime Colors to support@maritimecolours.no. Before faults are reported, the customer should investigate if the error is due to Customer's own equipment or use of the system. If the customer reports the error that lies outside the Vendors responsibility, and the customer should have understood this, Vendor can claim the costs associated with troubleshooting. The customer loses his right to make a fault valid should he not give Provider notice of deficiency within a reasonable time after he discovered or should have discovered it.

12. Force majeure

At the extraordinary events beyond the parties' control and which hampers the fulfillment of the agreement, and that after the usual purchase legal rules must be considered 'force majeure', the second party to be notified without undue delay, and obligations suspended. As a "force majeure" shall be all external and internal influences on the net that Vendor does not have influence over.

13. Confidentiality

The parties are committed to mutually to preserve secrecy about all matters they know the cabinet in conjunction with the implementation of the agreement, to the extent that information is not considered common knowledge.

14. Security

Customer is responsible for setting up the necessary protection against unwanted access from outside of solutions delivered from the vendor. (Do not let the username and password will be available in writing for any media) The Customer shall respect and not do illegal intrusion on such machines. Vendor shall respect the client's access criteria for the solutions. The Vendor has the right to conduct research and analysis that is intended to ensure reliable operation.

15. Disputes

Disputes regarding the content and implementation of the agreement shall be settled under Norwegian law and by the Norwegian courts, and with the Bergen County Court as legal venue.