



Earth Observation Near Real-Time Exploitation Platform

---

# EOPORT General Terms and Conditions

EO Services

---

EOPORT TEAM

ID: Con-21-377 || Issue/revision 1/1 || 2022-07-01



## Contributors

Written by: EOPORT TEAM

Approved by: Jan Petter Pedersen

Quality assurance by: Jurry de La Mar, Marte Flytkjær Nesse, Andreas Hay  
Kaljord  
Quality Assured By Name(S)

© 2022 EOPORT TEAM – All rights reserved.

No parts of this document may be reproduced, in any form, or by any means, without the prior written permission of EOPORT TEAM.

Document ID: Con-21-377

Issue/revision: 1/2

2022-07-01

**Change record**

Issue	Date	Sheet	Description of change
1/0	26-04-2021		First Draft
1/1	06-05-2021		First Version
1/2	07-01-2022		Layout and administrative updates

EOPORT TEAM		
Kongsberg Defence & Aerospace AS - Spacetec		<a href="http://www.kongsberg.com/space">www.kongsberg.com/space</a>
Kongsberg Satellite Services AS		<a href="http://www.ksat.no">www.ksat.no</a>
T-Systems International GmbH		<a href="http://www.t-systems.com">www.t-systems.com</a>
Geocento Limited		<a href="http://www.geocento.com">www.geocento.com</a>

## Acronyms

EOPORT	A Software as a Service (SaaS) and Platform as a Service (PaaS) solution, which gives access to earth observation data in near real-time and services around such data.
IPR	Intellectual Property Rights
KSAT	Kongsberg Satellite Services AS
KSGS	Kongsberg Defence & Aerospace AS – Space Ground Systems

**Table of contents**

Change record ..... 3

Acronyms ..... 4

Table of contents ..... 5

1. DEFINITIONS..... 6

2. SUBJECT MATTER OF THE CONTRACT..... 6

3. EOPORT SERVICES ..... 7

4. REGISTRATION AND ORDERING ..... 7

5. YOUR DUTIES AND RESPONSIBILITIES..... 7

6. CHARGES AND PAYMENT..... 8

7. TAXES ..... 9

8. INTELLECTUAL PROPERTY RIGHTS ..... 10

9. BLOCKING AND DEACTIVATION OF AN ACCOUNT..... 11

10. TERM AND TERMINATION ..... 12

11. WARRANTIES..... 13

12. LIMITATIONS OF LIABILITY ..... 13

13. INDEMNIFICATION ..... 14

14. CONFIDENTIALITY ..... 15

15. MARKETING ..... 15

16. DATA PRIVACY..... 15

17. CHANGES TO THE AGREEMENT ..... 16

18. TRANSFER OF RIGHTS ..... 16

19. DISPUTE RESOLUTION..... 16

20. GOVERNING LAW ..... 17

21. ENTIRE AGREEMENT ..... 17

## 1. DEFINITIONS

**Account** means the access granted to EOPORT Services via an identification page (login ID and password).

**Agreement** means these terms and conditions and its amendments if any.

**Application** a computer program designed to perform a group of coordinated functions, tasks or activities.

**Affiliates** means in relation to a Party, any corporation controlled by (directly or indirectly) or under common control with that Party. For purposes of this definition, “control” means the ownership of at least fifty percent (50%) of the voting share capital of an entity or any other comparable equity or ownership interest, or the right to appoint or remove a majority of the directors of such entity.

**Charges** means the fees payable by You to KSAT for the use of EOPORT Services defined under section 3.1.

**End User** means an individual or company that will use Your Service(s).

**Intellectual Property Rights (“IPR”)** means patents, trademarks, service marks, rights in semiconductor chips, topographies, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, know-how, trade or business names, goodwill, associated with the foregoing and other similar rights or obligations whether registrable or not in any country.

**Party/Parties** refers to KSAT and You either individually or collectively.

**Personal Data** designates any information relating to an identified or identifiable natural person (“Data subject”); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to

his/her physical, physiological, mental, economic cultural or social identity.

**Proposal** means the quote sent to You by KSAT to order EOPORT Services.

**Service(s)** means the offering(s) that You make available on EOPORT, including any Application created by You.

**Third Party Provider** means any third party who is providing a service or software on EOPORT and that You may use for the benefit of Your Service(s).

**You or Your** the company that is entering into this Agreement with KSAT in order to benefit from EOPORT and EOPORT Services.

**Website** refers to the website created by KSAT to access EOPORT Services (eoport.com/eoport.eu/eoport.no).

## 2. SUBJECT MATTER OF THE CONTRACT

2.1. EOPORT Services (hereafter “EOPORT” or the “Platform”) provide Software as a Service (SaaS) and Platform as a Service (PaaS) solutions, which give access to earth observation data in near real-time and services around such data.

2.2. The Platform has been built and is operated by Kongsberg Satellite Services AS, a Norwegian company having its registered office at Prestvannveien 38, 9011 Tromsø, Norway, hereafter “KSAT”.

2.3. This Agreement grants You the right to access the Platform and its marketplace, as well as the right to the use of EOPORT Services.

2.4. Specific terms and conditions may be entered to use some specific EOPORT Services, especially for services provided by Third Party Providers.

### 3. EOPORT SERVICES

3.1. Four (4) main services are made available to You by EOPORT (collectively referred to as “EOPORT Services”):

(1) EOPORT Data: enable You to get access to a range of earth and non-earth observation data in near real-time. Further information is provided on our Website.

(2) EOPORT Tools: enable You to get access to various tools and services (Application, software, algorithms). Further information is provided on our Website.

(3) EOPORT Cloud: is the infrastructure used by EOPORT allowing You to process and download EOPORT Data and host Your Service(s) on the Platform. The Cloud function is provided by our partner T-Systems International GmbH. The use of the Cloud is subject to T-Systems Open Telekom Cloud Terms and Conditions, which are available on EOPORT Website.

(4) EOPORT Support: is an access to a standard technical and functional support for using the Platform (i.e. a Helpdesk) as well as extended support services such as, without being exhaustive, advertising, migration support and consultancy. Further information is provided on our Website.

3.2. EOPORT Services are either free or charged, depending on the options You select. Further information is provided on our Website.

3.3. EOPORT also has a marketplace where You can present Your Service(s) and get access to EOPORT Service(s) directly. Further information is provided on our Website.

### 4. REGISTRATION AND ORDERING

4.1. To access EOPORT Services, You shall register an Account on EOPORT with a valid email address.

4.2. Unless otherwise permitted by KSAT, You will be allocated one (1) Account per email address.

4.3. To order EOPORT Services You must contact KSAT via EOPORT’s Contact Form. KSAT will then send You a Proposal tailored to Your needs.

4.4. Once You have accepted the Proposal, You will be provided with the access to and the right to use the selected EOPORT Services.

### 5. YOUR DUTIES AND RESPONSIBILITIES

5.1. You are responsible for:

5.1.1. the development, content, operation and maintenance of Your Service(s) on the Platform;

5.1.2. the accuracy, quality, integrity, legality, reliability, appropriateness, ownership of all of Your Service(s);

5.1.3. the technical operation of Your Service(s), including ensuring compatibility with EOPORT APIs;

5.1.4. obtaining and maintaining any equipment or ancillary services needed to access and/or use EOPORT, including without limitation: hardware, software, sufficient secure Internet connection and bandwidth, and any fees associated therewith;

5.1.5. ensuring that Your Service(s) are not corrupt in any way and does not contain any viruses;

5.1.6. administering security of Your Service(s) within EOPORT (i.e. configuring End User access rights);

5.1.7. applying adequate industry “best practice” standards to ensure the highest security for integration between Your Service(s) and EOPORT;

5.1.8. any claim relating Your Service(s), especially if it infringes any legal rights (including any Intellectual Property Rights);

5.1.9. all activities occurring under Your Account, whether such activities are undertaken by You, End Users or any third party;

5.1.10. notifying KSAT within twenty-four (24) hours if You have reasonable grounds for believing that there has been any unauthorized access to or use of Your Account or any password or if Your Account information is lost or stolen or any other known or suspected breach of security;

5.1.11. procuring, at Your own cost, any licenses, consents, authorizations or approvals required for Your Service(s) (including any that may be required for the use of such Service with EOPORT) and ensuring that such licenses, consents, authorizations or approvals are maintained throughout the Term.

5.1.12. providing KSAT with all documentation, data and/or other information concerning Your operations and activities relevant to EOPORT or that is necessary for KSAT to perform its obligations under this Agreement, whether or not requested by KSAT; and

5.1.13. Unless otherwise agreed with KSAT, establishing backup procedures to protect and recover Your Service(s). KSAT shall have no responsibility in this regard or liability in the event that Your Service(s) is damaged, deleted, lost or altered through the access and/or use of EOPORT. You will use Your own backup procedures to restore Your Service(s) at Your own cost.

5.2. You undertake that by Your Service(s) or use of EOPORT no content will be shown and/or executed that infringes applicable law or moral standards. The same shall apply to placing external links. In particular, You agree that You will NOT disseminate content that depicts, relates to or contains:

- concrete medical diagnoses, consultations or treatment;
- racism opinions;

- glorification of violence or extremism of any kind;
- calls for and incitement to criminal offences and infringement of laws, threats to life, limb or property;
- agitation against persons or businesses;
- statements infringing personal rights, defamation, libel and slander regarding users and third parties as well as infringements of the principles of fair competition;
- content infringing copyright or other infringement of rights regarding intangible goods;
- sexual harassment of users or third parties;
- pornography;
- offensive, sexist, obscene, vulgar, abhorrent or sickening materials and forms of expression;
- religious proselytizing;
- or anything that is illegal or offensive.

## 6. CHARGES AND PAYMENT

6.1. A Proposal will be sent by KSAT for summarizing the costs of the EOPORT Services You may order and that Proposal will constitute the Charges to be paid.

6.2. EOPORT Services public price list is set forth on our Website.

6.3. Charges are exclusive of taxes. Any taxes due shall be charged at the rate prevailing at the date of the invoice.

6.4. Unless otherwise agreed by the Parties, all Charges shall be billed monthly and shall be due and payable within thirty (30) days as of the date of the relevant invoice.

6.5. Should You fail to pay the Charges in accordance with this Agreement, KSAT shall be entitled to charge interests, assessed on a daily basis from the day on which the Charges was due until such time as it is paid in full, at a rate of twelve percent (12%) per annum or the maximum amount permitted by law, if less, being



due as of right, without a notice being necessary. KSAT may also decide to suspend or terminate Your access to and/or use of EOPORT Services without incurring any liability to You or any End User.

6.6. If, during the Term, You submit a request for additional EOPORT Services, such additional EOPORT Services will be subject to the following:

- the Charges for the additional EOPORT Services will be KSAT's then-current Charges for such additional Services; and
- additional EOPORT Services ordered within a billing month will be charged on a pro-rata basis of such month.

6.8. In some cases, KSAT may decide to provide You with a voucher to use a EOPORT Service for free. This voucher will be limited in time and up to a certain amount. Should You choose to continue using that EOPORT Service beyond the limits stated in the voucher, KSAT will charge You the applicable price for the use of such EOPORT Service.

6.9. KSAT may decrease, increase or add new Charges for any existing EOPORT Services, new EOPORT Services and/or new features by posting such changes on the Website and/or via a communication on Your Account. You have fifteen (15) business days to dispute that change, otherwise it will be deemed accepted by You.

6.10. If You dispute any amounts in any invoice submitted by KSAT, You shall pay the whole amount in accordance with this clause 6 and promptly advise KSAT of the disputed amount and provide detailed reasons for disputing the amount within fifteen (15) calendar days of the date of the invoice. The Parties shall work together to promptly investigate and resolve any disputed amounts. If it is found that the reasons for disputing the amount are justified, KSAT shall credit You with the disputed amount within sixty (60) days of such finding. In the event that You do

not advise KSAT of any disputes within fifteen (15) calendar days of the date of the invoice, the invoice shall be deemed to be accepted.

## 7. TAXES

7.1. All Charges payable are exclusive of any taxes. You shall be responsible for payment of all arising taxes in connection with this Agreement or related to Your or any End User's access to or use of EOPORT, except for the taxes based solely on KSAT's net income. If KSAT is required to pay any such taxes for which You are responsible, then such taxes shall be billed to and paid by You within thirty (30) days as of the date of invoice.

7.2. You will provide KSAT with any information it reasonably requests to determine whether it is obligated to collect sales, use, property and value-added taxes, customs charges and duties, or other taxes from You, including Your VAT identification number. If You are legally entitled to an exemption from any sales, use, property and value-added taxes, customs charges and duties, or other taxes, You should be responsible for providing KSAT with legally-sufficient tax exemption certificates for each taxing jurisdiction. KSAT will apply the tax exemption certificates to Charges under Your Account occurring after the date it receives the tax exemption certificates.

7.3. If any deduction or withholding is required by law, You will notify KSAT and You will pay KSAT any additional amounts necessary to ensure that the net amount that KSAT receives, after any deduction and withholding, equals the amount KSAT would have received if no deduction or withholding had been required. Additionally, You will provide KSAT with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

7.4. All sales, use, property and value-added taxes, customs charges and duties, or other taxes shall be charged at the rate ruling at the tax point (being the date of the invoice).

7.5. You shall indemnify KSAT on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on KSAT at any time in respect of Your failure to account for or to pay any tax associated with the subject matter of this Agreement. Any amounts due under this clause shall be paid in cleared funds by You to KSAT not less than five (5) business days before the date upon which the tax or other liability is payable by KSAT.

## 8. INTELLECTUAL PROPERTY RIGHTS

### 8.1. IPR related to Your Services

8.1.1. Nothing under this Agreement shall affect any of Your Intellectual Property Rights on Your Service(s) and its content, which shall rest vested in You.

8.1.2. However, You grant to KSAT a royalty-free, non-exclusive, world-wide license to access and use Your Service(s) solely to the extent necessary for providing EOPORT Services in accordance with this Agreement.

### 8.2. IPR related to EOPORT

8.2.1. Intellectual Property Rights of whatever nature and form of EOPORT and EOPORT Services including any hardware, software, firmware and documentation are and shall remain vested in KSAT, its Affiliates, suppliers, sub-contractors, lessors or licensors (as the case may be) unless expressly agreed otherwise in writing.

8.2.2. All licenses granted to You under this Agreement are subject to the full payment by You of the Charges properly due under this Agreement, and the compliance with the terms of the applicable license. Licenses will immediately and automatically be terminated if You breach any term or condition of this Agreement (including the failure to pay any Charges due) or the relevant license.

8.2.3. EOPORT Services and the EOPORT logo are registered trademarks of KSAT.

8.2.4. All Sentinels data, Copernicus Services Information and data products received and/or hosted on EOPORT shall be the property of the European Union. This Agreement shall not be deemed to assign any rights on those data or data products. Any Sentinel data available will be governed by the Legal Notice on the use of Copernicus Sentinel Data and Service Information.

8.2.5. All Sentinels data and data products and associated documentation which You may handle and download on EOPORT shall be deemed to be "Proprietary Information belonging to the European Union", even if not marked as such.

8.2.6. In addition, and for the avoidance of doubt, unless expressly permitted by applicable mandatory law, You or Your End Users shall not:

- modify, alter or remove the copyright identifications, trademarks and/or any other intellectual property notice or label, appearing in and/or on any EOPORT elements, or which enable their identification;
- reproduce, download, or make copies of EOPORT elements (or any part thereof), remove EOPORT elements (or any part thereof), or attempt to perform such acts;
- sell, rent, license, sublicense, resell, transfer, assign, distribute or otherwise commercially exploit or make available any rights granted to it hereunder, whether in part or entirely, by any means whatsoever;
- modify, alter, tamper with EOPORT (or any part thereof);
- translate, reverse assemble, disassemble, reverse engineer, decompile, recreate or otherwise reduce to human readable form EOPORT (or any part thereof), any object code generated by EOPORT (or any part thereof), or apply any process or procedure to derive any source code of EOPORT (or any part thereof);

- access EOPORT (or any part thereof) in order to:
  - build a competitive product or service; or
  - copy any ideas, features, functions or graphics of EOPORT (or any part thereof); or
- access and/or use EOPORT (or any part thereof) in a way intended to avoid incurring the Charges or exceeding usage limits or quotas.

This is not an exhaustive list and all rights not expressly granted hereunder are reserved by KSAT, its Affiliates, suppliers, sub-contractors or licensors (as the case may be) and may not be exercised by You, any End User or a third party.

### 8.3. IPR related to Third Party Provider content

8.3.1. Third Party Provider content (including any open source software or third-party products) and/or Third-Party Provider services may be provided as part of EOPORT by the relevant Third Party Provider itself or by KSAT on behalf of such Third Party. Any such Third Party Provider content and/or Third Party Provider service (as the case may be) and its access and/or use will be subject to and licensed in accordance with this Agreement and the applicable Third Party Provider agreement (which may include separate fees and charges) and is for use only in connection with EOPORT. If requested by KSAT, You shall sign (or shall procure that End User's sign) any document containing the terms of this Agreement and any such Third-Party Provider agreement.

8.3.2. During and after the Term, You will, and will procure that End Users, not claim not authorize, assist, or encourage any third party to claim, against KSAT, its Affiliates or its licensors, sub-contractors, suppliers or its other customers or business partners any infringement of any Intellectual Property Rights in respect of EOPORT.

### 8.4. Open Source Software

Some of the software required by EOPORT Services or included in EOPORT may be offered under an open source license. Open source software licenses constitute separate written agreements. Use of open source software is listed in the documentation, in notification emails, in webpage footers or pop-up boxes, in read.me files or by any other means considered appropriate. To the limited extent the open source software license expressly supersedes this Agreement, the open source license instead sets forth Your agreement for the use of the applicable open source software.

## 9. BLOCKING AND DEACTIVATION OF AN ACCOUNT

9.1. If and to the extent that You use Your Account contrary to the duties stated in clause 5 or in cases of other serious infringements of any duty or in case of legitimate grounds for suspecting a culpable infringement of a duty, KSAT reserves the right to block access to Your Account temporarily and/or to deactivate it.

9.2. If and to the extent that it comes to KSAT's attention that third parties are using Your Account or if You suspect any fraudulent use of Your account, KSAT reserves the right to block access to Your Account to the extent necessary and/or to deactivate it in order to prevent improper use by third parties. KSAT is authorized to act in this way only if there are grounds for suspecting improper use by a third party.

9.3. You shall be notified without undue delay when Your Account has been blocked or deactivated.

9.4. Should Your Account be inactive for a period of six (6) months, KSAT reserves the right to deactivate it. A notification will be sent to You prior to such action from KSAT.

## 10. TERM AND TERMINATION

### 10.1. Term

10.1.1. This Agreement shall come into force upon the acceptance by You of KSAT's Proposal (the "Effective Date") and shall remain in effect in relation to each EOPORT Services ordered for the period specified in the Proposal with respect to that EOPORT Service unless terminated earlier ("Initial Order Term").

10.1.2. For the avoidance of doubt, the termination of a EOPORT Service shall not cause any other EOPORT Services to terminate automatically.

### 10.2. Termination

10.2.1. Either Party may terminate any EOPORT Services and/or this Agreement as a whole, by written notice sent to the other Party without incurring liability for such termination if any the other Party commits a breach of any obligation of this Agreement (including any obligation to pay any amount due) which cannot be remedied or commits a breach of an obligation which can be remedied or fails to remedy it within thirty (30) calendar days as of receipt of the aforementioned written notice requiring it to be remedied.

10.2.2. KSAT may terminate any EOPORT Services and/or this Agreement as a whole immediately by written notice to You without incurring liability for such termination:

- if any act or omission by You or any End User results in the suspension of any right to access or use EOPORT, Your Account and/or Your Service(s) or any part thereof in accordance with this Agreement;
- if the relationship between KSAT and a Third-Party Provider that provides software or other technology that KSAT uses to provide the EOPORT Services expires, terminates or requires KSAT to change the way it provides

such software or other technology as part of EOPORT;

- if KSAT has reasonable grounds for believing that providing EOPORT could create a substantial economic or technical burden or material security risk for KSAT or any of its Affiliates;
- in order to comply with the law or the order or direction of any regulatory authority of competent jurisdiction;
- if You or any End User provide any information that is untrue, inaccurate, outdated, or incomplete, or if KSAT has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete;
- if You or any End User acts fraudulently or illegally in any way; or
- where KSAT is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

## 11. WARRANTIES

11.1. You undertake to warrant and represent that:

11.1.1. You have full power and authority to enter into this Agreement;

11.1.2. You understand and appreciate the risks and costs inherent in this Agreement and Your rights and obligations;

11.1.3. End Users understand the terms of this Agreement and endorse those terms and conditions;

11.1.4. You have all rights in Your Service(s) necessary to grant the rights contemplated by this Agreement;

11.1.5. You, Your Service(s) and/or End Users will not infringe KSAT's, its Affiliates', subcontractors', suppliers', licensors' or any third-party rights (including any Intellectual Property Rights);

11.1.6. You shall comply with all relevant data protection legislation, including without limitation, the European General Data Protection Regulation 2016/679/EC); and

11.1.7. You shall conduct Your business in accordance with good ethical standards and in compliance with the processes required under the applicable laws.

11.2. Disclaimer. Save as otherwise expressly stated in this agreement, You acknowledge that EOPORT is provided on an "as is" and "as available" basis and, accordingly KSAT, its Affiliates and its sub-contractors, suppliers and licensors expressly disclaim any and all warranties of any kind or nature to the fullest extent permitted by law, whether express, implied, statutory or otherwise, relating to EOPORT, including without limitation any warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose or quiet enjoyment, together

with any warranties arising out of any course of dealing, usage or trade.

11.3 In addition, KSAT, its Affiliates and its sub-contractors, suppliers and licensors make no representation or warranty that EOPORT will be uninterrupted, timely, error-free, free from harmful components or that all errors can be corrected, or that any content (including Your service(s)) will be secure or not otherwise lost or damaged.

## 12. LIMITATIONS OF LIABILITY

12.1. KSAT and its Affiliates and licensors will not be liable to You for any indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data).

12.2. Further, neither KSAT nor any of its Affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with:

- Your inability to use EOPORT Services, including as a result of:
  - any termination or suspension of this Agreement or Your use of or access to EOPORT Services; or
  - KSAT's discontinuation of any or all EOPORT Services; or,
  - any unanticipated or unscheduled downtime of all or a portion of the EOPORT Services for any reason.
- any investments, expenditures, or commitments by You in connection with this Agreement or Your use of or access to EOPORT and EOPORT Services; or
- any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of Your Service(s) or other data.

12.3. In the event the liability of KSAT is found and save for the exclusions stated in article 12.1 and 12.2, KSAT and its Affiliates' and licensors'

aggregate liability under this Agreement will not in any event exceed the amount You paid KSAT under this Agreement for the service that gave rise to the claim during the twelve (12) months before the liability arose.

12.4. The limitations in this section apply only to the maximum extent permitted by the applicable law.

### 13. INDEMNIFICATION

13.1. You will indemnify and keep indemnified KSAT, its Affiliates and its sub-contractors, suppliers and licensors (together with all of their directors, officers, employees, contractors, agents and professional advisers) from and against any and all claims, losses, damages, liabilities, costs or expenses (including reasonable legal fees) arising out of or in relation to this Agreement, including any arising out of or relating to:

- death or personal injury attributable to the negligence by You, any End User or any third party acting on Your or any End User's behalf;
- fraud or fraudulent misrepresentation by You, any End User or any third party acting on the Your or any End User's behalf;
- breach of any law, rules and/or regulations (including any data protection laws) by You or any End User or any third party acting on the Your or any End User's behalf;
- any loss of or damage to the premises, property or assets (including technical infrastructure, assets or equipment) of KSAT, its Affiliates, or its sub-contractors, suppliers or licensors caused by any
- act or omission by You, any End User or any third party acting on Your or any End User's behalf;
- any infringement or alleged infringement of any rights (including any Intellectual Property Rights) owned by KSAT, its Affiliates and/or any third parties arising as a result of any act or omission by You or any End User or any

- third party acting on Your or any End User's behalf or as a result of Your Service(s);
- any breach of any license granted by KSAT, its Affiliates and/or any third party to You or any End User or any third party acting on Your or any End User's behalf;
- the improper, negligent or wrongful use of Your Account, Your Service(s) and/or EOPORT in any way whatsoever;
- Your or any End User's breach of or non-compliance with any obligations or warranties under this Agreement;
- all loss, destruction, corruption, degradation, inaccuracy or damage to any KSAT content, Third Party Provider content or other content or any technical problems caused by any act or omission by You, any End User or any third party acting on Your or any End User's behalf;
- any third party claims made against KSAT, its Affiliates, its sub-contractors, suppliers or licensors as a result of any act or omission by You, any End User or any third party acting on Your or any End User's behalf or arising directly or indirectly from Your possession, operation, use, modification or supply to a third party of anything provided under or otherwise out of or in connection with this Agreement; and
- in the event of any dispute arising between You and any End User.

## 14. CONFIDENTIALITY

14.1. All plans, documents, methods, and other information which one Party will supply or communicate to the other Party within the framework of the present Agreement will be and remain the exclusive property of the disclosing Party.

14.2. Consequently, the Parties hereby commit to protect and use said plans, documents, methods and other information disclosed by either Party to the other pursuant to this Agreement and which are designated as "Proprietary Information" by an appropriate stamp, legend or any other notice in writing, or when disclosed orally or visually, have been identified as Proprietary Information at the time of the disclosure and have been promptly confirmed and designated in writing as Proprietary Information of the disclosing Party, in accordance with the following provisions.

14.3. The information shall be kept confidential for the duration of the Agreement and five (5) years after its termination or expiry.

14.4. The receiving Party shall have no obligations or restrictions with respect to any Proprietary Information which can be proven to be:

- in the public domain prior or after the disclosure therefore;
- already known by the receiving Party before its disclosure;
- received lawfully from a third party without restriction or breach of this Article 14; or
- requested to be disclosed pursuant to the request of a governmental or jurisdictional authority.

## 15. MARKETING

15.1. Each Party has the right to advertise the fact that it uses the Platform and to use a Party's name and logo on its communication channels.

15.2. Should a Party notice improper use of its name and/or logo, it shall have the right to request the other Party to remove it immediately from the communication channels used.

## 16. DATA PRIVACY

16.1. You should refer to the Terms and Conditions of EOPORT's Website to understand how EOPORT collects and use Personal Data in compliance with the latest European General Data Protection Regulation (GDPR).

16.2. KSAT will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your data, as provided for under this Agreement. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your data by any third party or KSAT personnel, except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the provisions of this Agreement, or (c) as expressly permitted in writing by You.

16.3. You shall maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Personal Data as provided for under this Agreement. Those safeguards shall include, but will not be limited to, measures for preventing access, use, modification or disclosure of Personal Data by any third party or its personnel, except (a) to provide the Services and prevent or address service or technical problems, (b) as required by law in accordance with the provisions of this

Agreement, or (c) as expressly permitted in writing by KSAT or End User.

16.4. To the extent that one of the Party processes any Personal Data on the other Party's behalf, within the scope of rendering the Service(s), the specific data processing addendum ("DPA") in Annex 1 shall be completed, signed and incorporated to this Agreement by reference and the Parties agree to comply with such terms.

16.5. A Party shall not initiate any transmission of Personal Data to the other Party prior to the signature of the DPA to this Agreement governing the processing of Personal Data as well as any other relevant modification of the terms of this Agreement and the implementation of the agreed measures regarding the processing of Personal Data.

## 17. CHANGES TO THE AGREEMENT

17.1. KSAT may modify this Agreement at any time by posting a new version on the Website.

17.2. You will be notified by e-mail of any changes made to this Agreement and/or via a communication on Your Account.

17.3. Insofar as You do not oppose to the changes within fifteen (15) calendar days of announcement of the changes, this will be understood as Your agreement with the modified terms and conditions.

## 18. TRANSFER OF RIGHTS

18.1. You do not have the right to transfer the rights and duties arising from this Agreement without the prior express consent of KSAT.

18.2. KSAT has the right to transfer this Agreement with all rights and duties to a company of its choice. In the case of transfer of this Agreement to another company You shall have special right of termination, which must be exercised within fifteen (15) calendar days of notification thereof.

## 19. DISPUTE RESOLUTION

19.1. Notwithstanding anything else contained herein, any dispute between the Parties arising out of or relating to this Agreement shall be resolved in accordance with this clause.

19.2. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve the dispute informally, as follows:

- Every effort should be made to resolve all disputes at the lowest possible level of authority, through normal channels and procedures.
- If the Parties fail to agree, then upon the written request of either Party, each Party within five (5) business days, will designate an authorized representative, whose task will be to meet for the purpose of endeavouring to resolve such dispute within sixty (60) days.
- The designated representatives shall meet as often as the Parties reasonably deem necessary and shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- If any dispute cannot be settled by negotiation, the Parties shall in good faith, seek to resolve that dispute through competent Norwegian courts as set out in clause 20.
- The Parties agree that any written statements which will be prepared in connection with settlement negotiations will be confidential and shall not be used against the Party who prepared such statement unless it is subsequently introduced by the preparing Party in the formal proceedings.

19.3. This clause shall not be construed to prevent a Party from instituting, and each Party is authorized to institute, formal proceedings earlier to:



- avoid the expiration of any applicable limitations period; or
- to preserve a superior position with respect to other creditors to disputes; or
- restrain the other Party from doing any act or to compel the other Party to do any act; or
- to settle any claims relating to ownership of Intellectual Property Rights.

19.4. Each Party shall continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiry of this Agreement.

## 20. GOVERNING LAW

20.1. This Agreement shall be construed in accordance with and governed by the laws of Norway without reference to conflict of law rules.

20.2. Each Party irrevocably submits to the exclusive jurisdiction of the Oslo District Court as the legal venue in respect of any dispute, suit, action or proceedings which may arise out of or in connection with this Agreement.

20.3. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

20.4. Where a dispute arising out of or in connection with this Agreement is similar to or connected with a dispute between KSAT or an Affiliate and a sub-contractor, supplier, licensor, customer or end-user, then KSAT may require that the dispute arising out of or in connection with this Agreement shall be dealt with in the same proceedings as that other dispute even if that other dispute is not being dealt with in the Norwegian courts.

20.5. KSAT shall not be liable for the legality of EOPORT in countries other than Norway. You shall be solely responsible for the legality of any access to and/or use of EOPORT if You have

opened an Account and You access and/or use EOPORT from a country other than Norway.

## 21. ENTIRE AGREEMENT

21.1. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between the Parties which supersedes all proposals or prior agreements, oral and written, and all other communications (whether negligently or innocently made) between the Parties relating to its subject matter.

21.2. The Parties acknowledge that no reliance is placed on any representation, warranty, statement, undertaking or expression of opinion (whether negligently or innocently made) which is not expressly set out in this Agreement unless fraudulent. Each Party shall not have any right or remedy against the other Party arising out of or in connection with any such representation, warranty, statement, undertaking or expression of opinion unless fraudulent.

21.3. All warranties, conditions and other terms implied by applicable law are excluded to the fullest extent permitted by law.



Copyright © 2022 EOPORT TEAM