

Terms of Service: Interaxo API for integration partners

1. INTRODUCTION

These Terms of Service (TOS) govern your use of Interaxo API (the Service) made available by Tribia AS (Tribia) to you (Integration Partner) for the development of integration solutions (Partner Solutions) against the Interaxo collaboration platform (Interaxo).

Interaxo is a collaboration solution provided by Tribia to end customers under the following terms and conditions (<https://www.tribia.com/no/vilkar>)

If you do not agree with the TOS or do not have the necessary authority from your company to order and/or use the Service, you should not accept the TOS. Acceptance of the TOS constitutes a binding agreement between the Integration Partner and Tribia is effective from the date TOS is accepted (the Agreement).

2. RIGHT OF USE

Integration Partner is granted a limited, revocable, non-exclusive and non-transferable license to develop Partner Solutions against Interaxo using the Service provided by Tribia.

General notices and information about the Service, as well as released and future versions of the Service, will be provided on Tribia's Support Portal or another relevant webpage.

Notices shall be deemed effectively made when such posting has occurred. Notifications are effective immediately unless specified otherwise in the notice.

3. THE SERVICE IS PROVIDED "AS IS" - INTEGRATION PARTNER'S OBLIGATIONS

The Service is provided "as is" by Tribia and Tribia disclaims any explicit or implied warranty and any liability of whatever nature arising out of the use of the Service

Integration Partner is exclusively and solely responsible for the quality of its Partner Solutions. Integration Partner is exclusively and solely responsible for support for its Partner Solutions. Integration Partner is not allowed to develop Partner Solutions that harm, endanger or limit functionality in the Service. Integration Partner must not construct Partner Solutions which override, undermine or circumvent any limitations, restrictions and similar in the Service, including but not limited to providing access to Interaxo outside the end-customers agreement with TRIBIA. Integration Partner is required to promptly update their Partner Solutions due to new versions of the Service. Integration Partner shall, without special invitation from TRIBIA, keep himself updated with and act on published notifications and updates.

4. PRICING AND INVOICING

The Service is provided against payment of a subscription fee and/or a recurring fee, according to the at all times applicable price list. Please note that Tribia may elect to set the price to zero.

5. SUPPORT

The Integration Partner will have free access to self-service support, including FAQ and forum on Tribia's Support Portal or another relevant webpage. Support or consultation in addition to this can be provided by Tribia on a time and material basis.

6. MARKETING AND CUSTOMER REVIEWS

Tribia may allow the Integration Partner to market its Partner Solutions via Tribia's websites or via other sites and channels provided by Tribia. Tribia reserves the right to refrain marketing Partner Solutions that, according to Tribia's assessment, are substandard with regards to quality or security. Tribia reserves the right to make, collect and publish reviews and ratings for the Partner Solutions provided by the Integration Partner, including but not limited to reviews and ratings made by end-customers.

7. TERMINATION

This Agreement commences when accepted or Service is used, whichever occurs first, and remains in force until terminated in accordance with the provisions below.

Either Party has the right to terminate this Agreement on one month's notice.

This Agreement may be terminated by either Party prior to the end of its term if the other Party is in material breach of any term or condition of this Agreement and such breach is not remedied for a period of thirty (30) days after the Party in breach has been notified of the breach by the other Party.

Tribia may immediately terminate access to the Service and connection between the Service and the Partner Solution (i) if the Partner Solutions has serious quality and/or security defects of a nature that requires immediate action, (ii) the Integration Partner is in breach of the Agreement, and such breach is of a non-rectifiable nature, or (iii) if the Partner Solutions violates applicable laws and regulations. The suspension will continue until the matter is resolved. Tribia has the right to terminate this Agreement with no further notice, if the matter is not resolved within a period of thirty (30) days after it occurred.

8. INTELLECTUAL PROPERTY RIGHTS

Tribia, or its licensors, is the sole owner of all intellectual property right (IPR) to the Service. IPR includes but is not limited to copyright, patents, trademarks, trade names, design and product design, source code, database, business plans and know-how, whether registered or not. All documentation, including manuals, user guides and other written, electronic or non-electronic, accounts of how the Service are set up and used is considered part of the Service and is subject to the same restrictions. All copyright, trademarks, registered trademarks, product names, company names or logos mentioned in the Service or in connection with the Service are the property of their respective owners.

Tribia claims no intellectual property right or ownership of any kind for the Partner Solutions developed by the Integration Partner in accordance with this Agreement. In the event of a breach by the Partner of his obligations regarding IPR, Tribia shall have the right to take all reasonable steps to protect its interests, including any remedy as may be available at law. The same shall apply if the Integration Partner has, or has attempted to, acquire information or data to which it is not entitled according to the Agreement.

9. CONFIDENTIAL INFORMATION

By virtue of this Agreement, either Party may have access to the other Party's information that is confidential ("Confidential Information"). Confidential Information means non-public information clearly identified as proprietary or which by its nature should be reasonably understood to be confidential. Confidential Information may include (but is not limited to) information concerning

business methods, business plans, product roadmaps, customer information, methodologies, the Service, Tribia customer lists, pricing terms and test results, including the results of any evaluation of the Service or of a pre-production release thereof. Each Party agrees to hold the other Party's Confidential Information in confidence during the term of this Agreement and thereafter. Each Party further agrees that, unless required by law or decisions by public authorities, it will not make the other Party's Confidential Information available in any form to any third party or use such Confidential Information for any purpose other than for the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, including consultants, in violation of the terms of this Agreement.

Confidential Information does not include information that (a) is or becomes publicly available through no act or omission of the other Party; (b) the owning Party discloses to a third party without restriction on disclosure; (c) is disclosed to the other Party by a third party without restriction on disclosure and without breach of a nondisclosure obligation; (d) is independently developed; or (e) is previously known to the other Party without nondisclosure obligations. Tribia may require that the Integration Partner sign an additional Non-Disclosure Agreement in certain cases such as, but not limited to, new products.

10. LIMITED LIABILITY

Tribia is not liable for any direct, indirect or consequential losses or damages, including loss of data, production, revenue and profit, or third-party claims that may arise as a result of end-customers usage of Partner Solutions provided by the Integration Partner. This shall be stated in Integration Partner's agreements with end-customer of the provided Partner Solutions.

11. CONTRACTING PARTIES AND GOVERNING LAW

You, the Integration Partner, is contracting with the Tribia entity that provides the Service defined in the TOS:

Tribia AS
Hoffsveien 1 C
0275 OSLO
983 443 117

The rights and obligations of the Parties shall in their entirety be governed by Norwegian law. If a dispute arises in connection with the interpretation of the TOS or use of Service, the parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in this way, it shall be referred to the ordinary courts of law in Oslo, Norway.