

Jaws Deploy AS Service Agreement
Terms of Service
Effective Date: 1 October 2025

This Service Agreement (the “Agreement”) is a legally binding contract between you and Jaws Deploy AS, a Norwegian company with organization number 933 925 935, located at Grenseveien 10, 1406 Ski, Norway (“Jaws Deploy”, “we”, “us”, or “our”). It governs your use of our Services, which include On-Premise software and Cloud-based solutions, including Jaws Deploy Cloud. “Your Information” means any data or content you provide through our Services. “Affiliate” means an entity controlling, controlled by, or under common control with a party, with control meaning over 50% ownership. “Confidential Data” means proprietary information, including Your Information, excluding public, previously known, independently developed, or third-party disclosed data without breaching confidentiality. “Acceptable Use Policy” refers to our policy on permitted Service use. “Data Protection Addendum” refers to our terms for handling personal data under privacy laws.

You accept this Agreement by: (a) clicking “Accept” or similar during registration or access; (b) installing or using our Services; (c) submitting a service order; or (d) confirming acceptance through other means, such as signing a contract or paying an invoice. In case of conflicts with versions of these terms in our Services, the latest version at www.jawsdeploy.no at the time of your acceptance governs.

If you accept on behalf of an entity or individual, you confirm your authority to bind them, and “you” or “your” refers to that entity or individual.

1. Agreement Overview

1.1 Contract Formation

This Agreement takes effect when we accept your service order. It includes: (a) these Terms of Service; (b) the Data Protection Addendum; (c) applicable ServiceSpecific Terms (e.g., for Jaws Deploy Cloud); and (d) your order details. Each order forms a separate Agreement.

1.2 Service Access

Upon order acceptance and payment, we grant you a non-exclusive right to use the Services as specified in your order, subject to this Agreement.

1.3 Authorized Users

Your Affiliates and designated users may access the Services under your Agreement, provided they comply with its terms. You are liable for their actions as if they were your own.

1.4 User Responsibilities

You must ensure only authorized users access the Services and comply with any additional terms, such as the Acceptable Use Policy. You remain responsible for unauthorized use resulting from your failure to secure access.

2. Service Usage

2.1 Allowed Purposes

You may use our Services solely: (a) for your internal business operations or those of your Affiliates; (b) per our documentation; (c) in compliance with Norwegian and applicable international laws; and (d) within the scope of your order.

2.2 Service Evolution

We may enhance or modify our Services, including adding or removing features, at our discretion. Your use is not dependent on future feature availability.

2.3 Service Availability

- **Cloud Services:** Jaws Deploy Cloud and other cloud solutions may experience temporary downtime due to planned maintenance, urgent repairs, or external factors beyond our control. We aim to notify you in advance of scheduled maintenance.
- **On-Premise Services** (also referred to as Jaws Deploy Stack): Availability relies on your maintenance of necessary hardware, software, and configurations.

2.4 Third-Party Connections

Our Services may connect to third-party platforms. You may need to agree to their terms or provide credentials. We are not responsible for third-party platforms, their functionality, or their handling of your data, and we provide these connections for convenience only.

2.5 Usage Oversight

We may monitor Service usage to ensure compliance but are not obligated to do so.

2.6 Prohibited Actions You

must not:

- (a) decompile, reproduce, alter, or distribute our Services, except as allowed by our APIs or open-source licenses;
- (b) sell, lease, or share our Services with third parties;
- (c) misrepresent your identity or purpose;
- (d) bypass usage limits or security measures;
- (e) use our Services for competitive analysis if you are a competitor; or (f) breach our Acceptable Use Policy.

We may suspend or terminate access for violations, as outlined in Section 5.

3. Jaws Deploy Cloud Terms

3.1 Access Rights

We grant you a non-exclusive, non-transferable right to access Jaws Deploy Cloud during your order term, subject to this Agreement.

3.2 On-Premise Components

For any Jaws Deploy Stack components you install locally, we provide a worldwide, non-exclusive, fully paid license to use them during your order term, as specified in your order.

3.3 Service Nature

Jaws Deploy Cloud is a hosted, subscription-based service. We may modify its features at our discretion, and your continued use indicates acceptance of changes.

3.4 Pricing Structure

Fees for Jaws Deploy Cloud are based on the following:

- (a) fixed usage tiers;
- (b) usage-based billing reflecting actual consumption;

(c) a hybrid of both (a) and (b), as outlined in your order.

Usage-based billing may result in variable invoices. We may require prepayments for estimated usage, and you are responsible for billing variations.

Fees for Jaws Deploy Stack (on-premise) components are based on your required specification, performance and expected throughput delivered by installed components. The final fee is outlined in your order.

3.5 Support and Updates

Jaws Deploy Cloud includes support and potential updates or patches at our discretion. We are not obligated to provide specific updates. Trial or beta features may be temporary, with no guarantee of permanence.

3.6 Update Effects

Updates may temporarily disrupt Jaws Deploy Cloud or alter functionality. We will note significant changes in our release documentation.

3.7 Suspension or Data Removal

We may suspend access or remove Your Information from Jaws Deploy Cloud if you violate this Agreement, our Acceptable Use Policy, or applicable law. We may provide notice and a chance to correct violations, but immediate suspension is permitted to protect the Service, other users, or comply with legal obligations. We are not liable for such actions.

4. Ordering Services

4.1 Order Specifications

Your order details may include: (a) Service type; (b) fees; (c) payment terms (due upon receipt if unspecified); (d) payment method; (e) currency (NOK unless otherwise stated); (f) usage scope; and (g) term. Orders are binding upon our acceptance.

4.2 Tax Obligations

Fees exclude taxes or duties unless specified. You are responsible for all applicable taxes. If tax withholding is required, you must pay the full amount, including withheld portions, and we will provide an updated invoice if needed.

4.3 Payment by Credit Card

For credit card payments, you must provide valid card details and authorize charges. You are responsible for updating payment information. We may charge your card for fees, including renewals.

4.4 Service Adjustments

You may increase your Service level during the term, with pro-rata billing for the difference. Reductions take effect at renewal and may reduce functionality, for which we are not liable.

4.5 Non-Payment

If payment is overdue, we may:

- suspend or cancel your access immediately; and/or
- apply interest at 1.5% per month on overdue amounts from the due date until paid.

5. Trial Access

Trial use of our Services, including Jaws Deploy Cloud, is limited to one 30-day period. Continued use post-trial or multiple trial attempts may result in standard billing.

6. Termination and Expiry

6.1 Termination for Non-Compliance

Either party may terminate the Agreement if the other:

- (a) breaches and fails to remedy within 30 days of notice, if curable;
- (b) commits an incurable breach;
- (c) violates applicable law, or performance would cause legal violation;
- (d) ceases operations; or
- (e) enters bankruptcy or insolvency proceedings.

6.2 Repeated Violations

We may terminate immediately if you repeatedly breach the same term after notice.

6.3 Post-Termination

Upon termination, expiry, or non-renewal:

- your access to our Services, including Jaws Deploy Cloud, ends immediately;
- you remain liable for all fees for the order term, with no refunds.

7. Your Information

7.1 Ownership and License

You own Your Information. By using our Services, you grant us a global, nonexclusive, royalty-free license to process, store, and use Your Information to deliver our Services, including for improvement and support purposes.

7.2 Information Accuracy

You are responsible for the accuracy and completeness of Your Information.

7.3 Legal Compliance

Your Information must comply with this Agreement and Norwegian law, including the Personal Data Act. Avoid submitting sensitive data (e.g., health information) unless required for Service use.

7.4 Authority to Share

You confirm you have the right to share Your Information without breaching laws or third-party rights. You indemnify us against claims related to Your Information.

7.5 Security Measures

We use industry-standard safeguards to protect Your Information, but:

- we cannot guarantee security over external networks;
- you must secure Your Information and credentials;
- you are responsible for backups, and we are not liable for loss or unauthorized access.

7.6 Information Liability

We are not responsible for Your Information beyond our obligations herein. You are solely responsible for its use and management.

7.7 Data Retention

We may delete Your Information 90 days after your order ends or upon your request.

8. Confidentiality Obligations

8.1 Sharing Confidential Data

Either party ("Recipient") may receive Confidential Data from the other ("Provider") related to this Agreement or Service use.

8.2 Usage Limits

Confidential Data may only be used to fulfill this Agreement's purposes.

8.3 Safeguarding

The Recipient must protect the Provider's Confidential Data with reasonable care, at least equivalent to its own sensitive information.

8.4 Authorized Sharing

Confidential Data may be shared with the Recipient's Affiliates, staff, or advisors who need it for Agreement purposes and are bound by confidentiality.

8.5 Ownership

Confidential Data remains the Provider's property.

8.6 Return or Destruction

Upon Agreement expiry or the Provider's request, the Recipient must return or destroy Confidential Data.

8.7 Legally Required Disclosure

If legally compelled to disclose Confidential Data, the Recipient must notify the Provider (if permitted) and disclose only what is required.

8.8 Harm from Breach

Unauthorized disclosure may cause significant harm, allowing the Provider to seek injunctive relief without proving damages.

9. Warranty Provisions

9.1 Mutual Warranties

Both parties confirm they have the legal capacity to enter this Agreement without violating laws or third-party rights. Service users must be at least 13 years old, with parental consent if under Norway's age of majority.

9.2 Service Warranty

We warrant that, during your order term, our Services, including Jaws Deploy Cloud, will operate as described in our documentation under normal use, absent unauthorized changes.

9.3 Malware Protection

We will use reasonable efforts to ensure our Services are free from malware. If malware is detected, your sole remedy is repair or replacement of the affected Service.

9.4 Your Acknowledgments You

agree that:

- our Services are not tailored to your specific needs;
- you must verify their suitability;
- minor issues do not breach this Agreement;
- pricing reflects the risks and terms herein.

9.5 Warranty Exclusions

Except as required by Norwegian law, these warranties are exclusive. Implied warranties are disclaimed, and legal remedies are limited to the shortest period permitted.

10. Limitation of Liability

10.1 Excluded Damages

Neither party, nor their Affiliates or vendors, is liable for indirect, incidental, or consequential damages, such as lost profits, business, or data, even if foreseeable.

10.2 Remedies for Warranty Breach

If a Service fails to meet Section 8.2, we will repair or replace it at our discretion, provided you notify us within 30 days with sufficient details.

10.3 Liability Cap

Our total liability, whether in contract, tort, or otherwise, is limited to the fees you paid us in the 12 months prior to the event, to the extent allowed by law.

11. Intellectual Property Rights

11.1 Ownership

We retain all rights to our intellectual property created before or during your Agreement. The intellectual property includes Jaws Deploy Cloud, Jaws Deploy Stack and all its components. Rights are granted only as specified.

11.2 Feedback

You grant us a global, perpetual, royalty-free license to use your feedback or suggestions for our Services.

11.3 Third-Party Components

Our Services may include third-party or open-source components, noted in our documentation. Their licenses apply, but your use per this Agreement imposes no additional obligations.

12. Indemnification

12.1 Conditions

Indemnified parties must: (a) promptly notify the indemnifying party of claims; (b) allow control of the defense; and (c) assist reasonably.

12.2 Your Indemnity

You will indemnify us and our Affiliates against third-party claims arising from your legal violations or Your Information.

12.3 Our Indemnity

We will indemnify you against third-party claims alleging that our Services infringe copyrights or patents when used as permitted. We may modify the Service, secure usage rights, or terminate with a pro-rata refund.

12.4 Indemnity Exclusions

Our indemnity does not apply if: (a) you fail to notify us promptly; (b) you act without our consent; (c) your actions cause the infringement; or (d) you breach this Agreement.

12.5 Exclusive Remedy

Section 10.3 is your sole remedy for IP infringement claims.

13. Assignment

13.1 Permitted Transfers

Either party may assign this Agreement to an Affiliate or successor via merger or sale, provided it complies with the Agreement, and, if you assign, all fees are paid and no breach exists.

13.2 Notification

The assigning party must provide 7 days' written notice. The assignee assumes all obligations.

13.3 Invalid Transfers

Assignments not meeting these conditions require prior written consent.

14. Export Compliance

Our Services may be subject to export laws. You must comply and ensure your use does not cause us to violate such laws.

15. Promotional Use

We may name you as a client in marketing materials. You may opt out by emailing admin@jawsdeploy.net.

16. Unforeseen Events

Neither party is liable for delays due to unavoidable events (e.g., natural disasters, war). If such an event lasts 30 days, either party may terminate with notice.

17. Notifications

Notices must be written and sent to admin@jawsdeploy.net (our address for notices) or to your registered contact details. They are effective upon confirmed delivery.

18. Usage Data

18.1 Data Collection

Our Services may collect usage data to improve functionality and ensure compliance. You consent to this collection.

18.2 Disabling Data Collection

Disabling usage data may limit Service functionality. We may bill based on estimated or maximum usage if data is unavailable.

18.3 Compliance Audits

We may audit your usage to verify compliance. You will cover audit costs and excess usage fees if violations are found.

19. Legal Framework

19.1 Applicable Law

This Agreement is governed by Norwegian law, including the Norwegian Contract Act, excluding conflict of law rules.

19.2 Court Jurisdiction

Disputes are subject to the exclusive jurisdiction of Oslo District Court (Oslo Tingrett). Urgent relief may be sought elsewhere, pending resolution in Oslo.

19.3 Judgment Enforcement

Oslo District Court judgments may be enforced in other jurisdictions.

19.4 Legal Costs

The prevailing party in a dispute may recover reasonable legal and court costs.

20. Dispute Process

20.1 Process Requirement

Except for urgent relief, disputes must follow this process. Non-compliance by one party excuses the other.

20.2 Dispute Notification

A party may notify the other of a dispute in writing.

20.3 Resolution Meeting

Representatives must meet within 14 days of notice to resolve the dispute in good faith, via video or in-person.

20.4 Mediation Option

If unresolved, either party may request mediation through a mutually agreed mediator or one appointed by the Norwegian Bar Association.

21. Agreement Structure

21.1 Document Priority

In conflicts, the documents in Section 1.1 take precedence in the listed order.

21.2 Service Providers

Some Services may be provided by our Affiliates, as noted in Service-Specific Terms. The Agreement is then between you and the Affiliate.

21.3 External Documents

Your additional terms or documents are not part of this Agreement unless we expressly agree.

21.4 Severability

Invalid provisions are severed, and the remaining Agreement remains valid.

21.5 Surviving Provisions

Sections such as 3.7, 5.3, 6.7, 7, 9, 10.2, 14, 16, 17, 18, 19 survive termination.

21.6 Amendments

We may revise these Terms or related agreements, notifying you via email, Service, or our website. You may terminate within 30 days if you reject changes.

21.7 Electronic Signatures

Electronic signatures are legally binding.

21.8 No Agency

This Agreement does not create a partnership or agency relationship.

21.9 Multiple Copies

This Agreement may be executed in counterparts, each an original, together forming one agreement.

21.10 Complete Agreement

This Agreement is the entire understanding for its subject matter, replacing prior discussions.

21.11 Interpretation

Singular and plural terms are interchangeable. “Includes” is non-limiting. The Agreement is not construed against its drafter. Headings are for reference only.