

# Appendix 1

## Standard Subscription Terms

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### 1. **RIGHT TO ACCESS AND USE**

Company grants to Customer, during the term of the Agreement, a right to remotely access and use the services listed in the Subscription Form ("Service") in accordance with these Standard Subscription Terms ("Terms").

### 2. **PROVISION OF THE SERVICE**

The Service will be provided by qualified personnel, suitably skilled and trained in the performance of the Service and performed in a diligent and professional manner. Company shall provide the Service materially in accordance with this Agreement and the applicable service level agreement attached as Appendix 2 ("Service Level Agreement").

### 3. **SUPPORT**

Company will provide support as described in the Subscription Form. The Customer will provide access to the necessary resources for Company to be able to support the Customer in a timely manner.

### 4. **ADDITIONAL FEATURES AND SERVICES**

The parties may from time to time agree to include additional features and services ("Add-On Service"). The Agreement will apply for such Add-On Services. Specific terms may apply for the individual Add-On Service. Company will provide the Customer with such specific terms prior to the Add-On Services is agreed upon.

### 5. **MODIFICATIONS AND IMPROVEMENTS**

Company seeks to constantly improve the Service. Company may from time to time make improvements, add, modify, or remove functionality, or correct any errors or defects in the Service as further described in the Service Level Agreement. The Customer will get access to modifications and improvements that are made generally available to all customers who have purchased the same features. Additional features and services introduced from time to time may be purchased as an Add-On Service. Changes in the Services may require adjustments in the Customer's equipment. The Customer is solely responsible for any costs related to such adjustments.

### 6. **PROCESSING OF PERSONAL DATA**

Company shall process Customer personal data only as permitted under this Agreement. The data processing agreement set out in Appendix 3 ("Data Processing Agreement") reflects the parties' agreement with respect to Company's processing of personal data on behalf of the Customer.

### 7. **ACCEPTABLE USE**

#### 7.1. **Users**

The Service shall be available for use by Customer employees and contractors acting on behalf of the Customer ("Users"). Affiliates may use the Service only if agreed in writing in the Subscription Form.

The Customer shall only permit authorized Users to use the Service. Customer shall remain the contracting party and remain responsible for all Users compliance under this Agreement, also if the Customer extends the rights, benefits and protections provided under the agreement to affiliate and contractor Users.

The Customer shall only use the Service for internal business purposes and not resell, distribute, sublicense, or otherwise transfer any right in and to the Service to others, including allowing user rights to third parties not specifically granted rights under this Agreement.

Users are obliged to accept these Terms before use of the Service.

#### **7.2. *Log-in details***

Customer and each of its Users shall maintain the confidentiality of any credentials, passwords and other log-in details used to access or use the Service. Such log-in details are personal and shall not be shared between Users or used by more than one User. The Customer will notify Company immediately of any unauthorized use of a User's account or any other breach of security.

#### **7.3. *Intentional service interference***

The Customer shall not use the Service in a manner that may impact the availability, performance, reliability, or stability of the Service.

#### **7.4. *API's and integrations***

The Service may, depending on Customer's Service, contain features designed to integrate with third party applications. Company is dependent on third parties for such integrations to work and can therefore not guarantee the continued availability of such features.

The Company may make available its own API's as part of the Service. Customer's right to access and use any Company API is subject to restrictions and policies implemented by Company from time to time. Company will monitor the API's and reserves the right to take necessary measures to prevent misuse.

#### **7.5. *Payment for unauthorized use***

Company may investigate access logs to verify that Customer complies with the acceptable use requirements above. The Customer shall upon request from Company reasonably cooperate to clarify compliance. Company reserves the right to charge Customer appropriate usage fees in line with the price for the feature in question in case of repeated or intentional breach of the acceptable use requirements.

### **8. *Agreement amendments***

Changes after the conclusion of the Agreement must be made in writing and signed by both parties, however, Company is entitled to unilaterally change the Agreement with 30 days' prior notice. This includes changing these Standard Subscription Terms, the Services, and applicable prices. Prior notice is not necessary if the changes are primarily in the Customer's favor, have no reasonable significance for the Customer, or are outside Company's control, such as public decisions, legislative changes, etc.

Relevant changes are notified by e-mail, SMS or letter to the Customer. The Customer is only entitled to terminate Services that are significantly changed, provided this is not due to circumstances beyond Company's control.

## 9. FEES, INVOICING AND PAYMENT TERMS

### 9.1. *Fees and invoicing*

The Service fees are set forth in the Subscription Form(s) agreed between the parties. Company will issue invoice for subscription fees no more than 60 days before the relevant billing period. Other fees will be invoiced at any time during the term when fees are payable. The Customer shall, unless otherwise stated in the Subscription Form, pay all invoices within 30 days of the invoice date.

In the event of late payment, Customer will be charged a reminder fee and applicable invoice collection fees. In addition, interest on arrears accrues in accordance with the Norwegian Act on interest in the event of late payment (forsinkelsesrenteloven).

### 9.2. *Taxes*

The fees do not include any taxes, levies, duties, value added tax or other tax applicable to the sale of the Service. Such taxes, when applicable, shall be paid by Customer unless Customer provides proof of tax exemption.

## 10. SUBCONTRACTING

Company may use subcontractors in the provision of the Service. Company shall be liable for the acts and omissions of its subcontractors and any other affiliates contributing to the performance of its obligations under this Agreement as for its own actions or omission.

## 11. INTELLECTUAL PROPERTY RIGHTS

The Agreement does not signify or enable any transfer of intellectual property rights to the Customer or any third person. All rights to the Services belong to, or are licensed by, Company. Software may be subject to separate license terms. The Customer is not entitled to use the Services for purposes other than those stated in the Agreement. For the avoidance of doubt, the Customer is not entitled to copy, reverse engineer, decompile, disassemble, lease, rent or lend rights, or otherwise modify the Services. The Customer will not include the Services in whole or in part in other software, with the exceptions provided by mandatory legislation. Violation of this provision is considered a material breach.

## 12. CUSTOMER DATA

### 12.1. *Ownership of Results*

Customer Data is and shall remain the exclusive property of Customer and Customer has sole responsibility for the content of and the right to use Customer Data. "Customer Data" means for the purpose of this Agreement any data included by Customer in- or generated by Customer's use of the Service.

### 12.2. *Rights to use Customer Data.*

Company is entitled to access and use such Customer Data as necessary to provide the Service to Customer. In addition, Customer grants to Company a non-exclusive, world-wide, irrevocable license, to use (including but not limited, develop, modify, adapt, decompile, reconstruct, enhance) Customer Data for developing its Service, including training its AI.

Company will not sell, rent, or lease Customer Data to any third party or otherwise receive any value in exchange for Customer Data. Likewise, Company shall not publish or otherwise share Customer Data to third parties without Customer's express and written prior approval.

## 13. CONFIDENTIALITY

### 13.1. *Non-use and Non-disclosure*

Each Party must keep all information or documentation disclosed to a recipient in connection with this Agreement, whether before or after its signature date, confidential (the "Confidential Information") and not use or permit the unauthorized use of such Confidential Information.

For the purpose of the Agreement, "Confidential Information" means all information disclosed by the disclosing party to the receiving party that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The terms of the Agreement, Customer Data and any other information exchanged pursuant to the Agreement, will be considered Confidential Information.

### 13.2. *Limitations on the duty of non-disclosure of Confidential Information*

Confidential Information does not include any information or material that (i) is or becomes publicly known other than through violation of this Agreement by the receiving party, (ii) was already in the receiving party's possession or was available to the receiving party on a non-confidential basis before disclosure, (iii) is obtained by the receiving party from a third party that is not bound to separate confidentiality obligations to the other party, (iv) was later communicated by a third party to the receiving party without any confidentiality obligation, or (v) is independently developed by the receiving party without use of or reference to the discloser's Confidential Information.

### 13.3. *Disclosures required by Law*

The recipient may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

### 13.4. *Survival and remedies*

The obligations of each receiving party under this section shall survive for five (5) years after the termination of the Agreement. Each party agrees that any violation or threatened violation of this section may cause irreparable injury to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to all legal remedies.

## 14. TERMINATION

### 14.1. *Termination for convenience*

Either party may terminate this Agreement for convenience with effect from the end of the Initial Term or subsequent Renewal Term by giving the other party written notice no less than sixty (60) calendar days prior to the expiration of the then-current term. If Customer provides notice of non-renewal within the time limits set out in this section, Company will not invoice Customer for a Renewal Term.

### 14.2. *Termination for breach*

Either party may terminate this Agreement for breach by giving the other party thirty (30) calendar days prior written notice if the other party has materially breached its obligations hereunder and have failed to cure such breach within thirty (30) calendar days' after being notified in writing of the details of such breach.

Either party may terminate this Agreement with immediate effect if the other party takes or suffers any action for insolvency in any jurisdiction.

#### 14.3. **Refund policy**

All fees paid by The Customer are non-refundable. Customer will not be entitled to any refunds if Customer terminates the Agreement prior to the end of the then current subscription term.

#### 14.4. **Effect upon Termination**

Upon expiration or termination of this Agreement for any reason (i) all access rights will cease, (ii) either party shall delete or destroy all Confidential Information of the other party (Confidential Information included in backup copies will first be deleted upon expiration of such encrypted backup copies), and (iii) any and all invoiced and non-invoiced undisputed fees owed by Customer to Company under this Agreement shall become immediately due and payable to Company.

### 15. **REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants that the representing party has full power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly and validly executed and delivered by the representing party and that it constitutes the legal, valid, and binding obligation of the representing party, enforceable against it in accordance with its terms.

### 16. **DISCLAIMERS**

THE SERVICE IS PROVIDED "AS IS". COMPANY DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES THE RISK OF THE USE, QUALITY, PERFORMANCE, ACCURACY AND COMPLETENESS OF ANY DATA PRODUCED BY THE SERVICE. COMPANY WILL ONLY BE LIABLE FOR A SECURITY INCIDENT UNDER THE AGREEMENT IF COMPANY NEGLIGENTLY BREACHES THE SECURITY MEASURES DESCRIBED IN SECTION 6.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EITHER PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE SERVICE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 17. **LIMITATION ON LIABILITY.**

#### 17.1. **LOSS OF DATA**

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES FOR LOSS OF DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR ANY USER CONTENT.

#### 17.2. **EXCLUSION OF INDIRECT, CONSEQUENTIAL AND RELATED DAMAGES**

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION, GOODWILL OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF.

#### 17.3. **LIMITATION OF TOTAL LIABILITY**

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY RELATED TO THIS AGREEMENT (INCLUDING THE SERVICE LEVEL AGREEMENT AND THE DATA PROCESSING AGREEMENT) EXCEED THE AMOUNT OF FEES RECEIVED BY COMPANY DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

The foregoing limitations of liability shall not apply to damages attributable to gross negligence or intentional misconduct.

## 18. **SUSPENSION OF SERVICES**

In the event of Customer's breach of the acceptable use policy (see section 7) or other material breach of this Agreement or pertinent legislation, Company reserves the right to limit or reject the Customer's and/or Users' access to the Services.

Suspension can be carried out immediately and without notice if Company deems it necessary. In other cases, the Customer will be notified in advance, with a deadline of seven (7) days to rectify the issue. Company is not responsible for interruptions or other inconveniences caused by the suspension. If the misuse is caused by circumstances on the Customer's part, the Customer will be charged for all costs associated with the suspension, in addition to the ordinary payment obligations.

## 19. **INDEMNIFICATION**

### 19.1. ***By Company***

If a lawsuit is initiated or a claim is made by a third party against the Customer claiming that the Services violate the intellectual property rights of such third party, Company will indemnify the Customer for any costs or compensation awarded such third party in accordance with a final judgment or settlement agreement. Company's obligation only applies within the geographical area in which Company provides the Services, and provided that the Customer:

(a) immediately notifies Company in writing of the alleged violation, (b) does not acknowledge the violation or enters into any settlement agreement in connection with the alleged violation, and, (c) gives Company sole discretion to decide the procedure and to make all decisions in connection with the legal process and/or the settlement negotiations and provides Company reasonable assistance during a legal process and/or settlement negotiations.

### 19.2. ***By Customer***

The Customer is obligated to indemnify Company if software or other material that the Customer provides to Company infringes the intellectual property rights of third parties. Company is not responsible for infringement of third-party rights caused by the Customer's use of the Services in violation of the Agreement or the Customer's modification of the Services, or otherwise caused by the Customer's use of the Services in combination with services or equipment not provided by Company. The Customer will reimburse all costs, fines, compensation, claims and other expenses Company incurs due to such modifications or use.

### 19.3. ***Company remedies***

If Company receives information about an infringement claim, Company may at its sole discretion either (a) obtain a license for Customer's continued use of the applicable part of the Service in accordance with this Agreement, or (b) replace or modify the applicable part of the Service so that it is no longer claimed to infringe a third party right. If Company reasonably determines that the foregoing options are not commercially available, Company may terminate the Customers subscription for relevant part of the Service.

### 19.4. ***Sole remedies***

The rights granted under this Section shall be the indemnified party's sole and exclusive remedy for any alleged infringement covered by this section.

## 20. MISCELLANEOUS PROVISIONS

### 20.1. *Compliance*

Company provides a standard service that can be accessed in any jurisdiction via a web interface. Company shall provide the Service in accordance with those laws in the country Company is registered that are applicable to Company's provision of its services in general without regard for Customer's particular use of the Service. Customer is responsible for its own use of the Service, all activities that occur under User's account, and that such use is compliant with legal requirements applicable for their business and any local laws that may impact its right to import, export or use the Service.

The Customer shall not be located in, and will not use any Service from, any country subject to U.S. EAR or OFAC restrictions.

### 20.2. *Assignment*

The Customer may not assign this Agreement without Company's prior written consent, not to be unreasonably withheld. Subject to the foregoing, the terms and conditions of this Agreement shall insure to the benefit of and be binding upon the parties' respective permitted successors and assigns.

### 20.3. *Force Majeure*

Neither party shall be liable for any failure or delay in its performance of its obligations under the Agreement resulting from an event caused by conditions beyond the reasonable control of a party, including governmental action, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, acts of God, telecommunications failures, electrical outages, any service failure or disruption caused by third parties, service providers or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such party.

A party experiencing a force majeure event shall provide the other party with prompt written notice of such force majeure event. In the event the force majeure event has lasted or is likely to last for more than three months, either Party may terminate this Agreement immediately without liability to the other party.

### 20.4. *Entire Agreement*

The Agreement constitutes the entire agreement between the parties and supersede all other agreements, proposals, or representations, whether electronic, written, or oral, between the parties concerning its subject matter.

### 20.5. *Severability*

If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, such decision shall not affect the validity or enforceability of any of the remaining portions thereof.

### 20.6. *Amendment*

Amendment or modification of the Agreement shall only be valid or binding upon the parties if made in writing and signed by an officer of each party. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties hereunder or otherwise modify this Agreement.

### 20.7. **Notices**

All notices and other communications required or permitted by this Agreement or by law shall be in writing by e-mail or mail and shall be considered delivered when received if delivered by mail or similar and at the opening of business on the next business day for the recipient if sent by electronic mail.

### 20.8. **Governing Law and legal venue**

The governing law and legal venue depend on which Company entity Customer has entered into the agreement with. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the governing law noted in the below chart and the parties irrevocably consent to the exclusive jurisdiction of- and venue in the locations noted the legal venue columns below.

<b>Company entity</b>	<b>Governing Law</b>	<b>Legal venue</b>
Company AS	Norwegian law	Oslo, Norway