

Schedule 1: General Terms and Conditions (Software as a Service)

1. The Agreement

The Agreement consists of the “**Master Page**” and a number of named enclosures listed on the Master Page. In the event of any discrepancies between the contractual documents of the Agreement, the Master Page shall have precedence over the enclosures, and the enclosures shall have precedence in the order in which they are listed on the Master Page, unless otherwise specified in this Agreement. For the avoidance of doubt, these General Terms and Conditions (Software as a Service) have interpretation precedence over all other parts of the Agreement.

Referring to a “**Party**” in this Agreement shall be interpreted as the Supplier or the Customer; collectively as the “**Parties**”.

2. Scope of Services – Software as a Service (SaaS)

The specification of the “**Type of Service**” as indicated on the Master Page (the “**Services**”) will be detailed in one or more enclosures in order to further describe the Services, including but not limited to a Service Level Agreement (“**SLA**”). If no further details are provided in the enclosures, this shall be interpreted as the Customer’s acceptance of the Supplier’s general operational standards for working on the Services, e.g., for methodology, tools, service standards or for resources. Detailed descriptions in the enclosures may occasionally override these General Terms and Conditions, which must then be specifically mentioned in the enclosure in order to have such effect.

In cases of specific needs for functionality that are not provided as part of the Services, the Customer may make a “**Change Request**” (“**CR**”) as specified in the SLA. The Customer recognizes the fact that it purchases standardized managed IT services under this Agreement and that the Supplier is not obligated to accept any CR, but can deny such a CR in its sole discretion and for any reason. The Supplier will, prior to the acceptance of a CR, inform the Customer of consequences and costs related to the CR. Prior to implementing any CR, the Parties will sign a separate Scope of Work (“**SOW**”) agreement which will be covered by the Supplier’s “**Agreement for Software Development - Terms and Conditions**”. After completion of the CR, the Services will include the effects of the CR according to the SOW and the price adjustments that may have been agreed between the Parties.

The Supplier shall act as the main contractor with respect to the Customer and may at its discretion and costs appoint and hire third parties who would perform the Services on behalf of the Supplier. The Supplier’s use or replacement of such subcontractors shall be subject to approval by the Customer only if resource approvals are specified in the enclosures. Such approvals shall not be unreasonably withheld by the Customer. If the Supplier appoints a subcontractor to perform Services under this Agreement on Supplier’s behalf, the Supplier shall remain fully responsible for the performance of such work as if the Supplier was performing the work itself.

3. Customer’s IT environment – Software as a Service (SaaS)

The Supplier provides the Services based on knowledge and facts that the Customer has supplied about its IT environment (the “**IT Information**”), including but not limited to hardware, software and software licenses, networks, VPN, security, access, premises and related characteristics (the “**IT Environment**”). The Customer confirms that the IT information in all material respects is true and correct and without omissions and that it takes full responsibility of its IT Environment.

The Customer shall respond to any advice and guidance provided by the Supplier in order to ensure a stable IT Environment in relation to the Services. The Customer undertakes to without undue delay inform the Supplier of any circumstances or conditions relating to the Customer’s IT Environment which may influence the delivery of the Services, including information on any planned changes in the IT Environment. The Supplier is not responsible for any damages or delays resulting as a consequence of the Customer’s failure to provide Supplier with correct IT Information about its IT Environment, or any damage or delays connected to the timely provision by any third-party, of the IT Environment.

The Customer recognizes that it at any time for the duration of the Agreement in order for the Services to operate as intended, must have in place the IT Environment as specified in the Agreement or in other communication between the Parties, and the Customer confirms that the Supplier is entitled to use the IT Environment to fulfil its obligations under the Agreement and that the Customer is responsible for such provision of access rights to the IT Environment.

The Customer may use third parties (“**Third-Party Provider**”) to deliver services, products or updates to the IT Environment (“**Third Party Services**”). Such Third-Party Services are contracted for in a separate agreement between Customer and Third-Party Provider, and the Supplier shall not have any responsibilities under such agreements. The Supplier is not liable for any such Third-Party Provider’s acts or omissions in its deliveries or performance of Third-Party Services to Customer, if not explicitly stated in this Agreement.

The Customer confirms to take all reasonable precautions to protect its IT Environment, including but not limited to adequate access control, to protect the IT Environment from unauthorized access, and to have in place adequate restrictions related to public access. The Customer grants the Supplier access to its IT Environment to the extent necessary for the Supplier to fulfil its requirements under the Agreement, and shall assist the Supplier in any reasonable way in order for the Supplier have access to the IT Environment. The Supplier shall use the access solely to the extent necessary for the Supplier to fulfil its obligations under the Agreement and to collect Service Usage Data.

The Agreement contains specifications of the Customer’s Azure Agreement, including the Azure Services under such agreement. Such specifications are set out in Enclosure 4 (the “**Azure Agreement Preconditions**”). The Azure Agreement Preconditions are prerequisites for the Services provided under this Agreement, and the Customer is obligated to keep the Azure Services up-to-date in accordance with the Azure Agreement Preconditions and to provide the Supplier with information on all changes in the Azure Services.

4. Customer’s Data – Software as a Service (SaaS)

For the avoidance of doubt, the Services do not alter any of the Customer Media Data (specified in the Azure Preconditions), which are owned by the Customer and delivered as part of the Azure Agreement between Customer and Microsoft. These Customer Media Data forms the basis for the Services and are subject to the Azure Agreement Preconditions. Customer shall provide access for Supplier to the Customer Media Data stored in Azure, and hereby provides Supplier with the right to use, transfer and store such data in the Supplier tenant for the purposes of performing the Services under this Agreement.

In addition, the Services generate secondary data based on the Customer Media Data, which are then stored separately in the Service and not in the same database as the Customer Media Data. Such secondary data, being generated by the Services, are also subject to the Azure Agreement Preconditions. The Customer retain ownership of all data provided to the Supplier for processing by the Services, including the Customer Media Data and secondary data. The Supplier has the right to store such data in Service and to access to such data solely to the extent necessary for the Supplier to fulfil its obligations under the Agreement. The Supplier shall not process such data on behalf of the Customer any longer than what is necessary to fulfill its commitments under the Agreement.

All Customer's data shall be seen as Confidential Information in accordance with Section 10 below. The Supplier shall take proportionate measures, as decided by the Supplier, to ensure confidentiality of all data being stored in the Services, including measures to ensure that the data is not compromised and to protect against unauthorized access, accidental change or deletion and against virus attacks and other malware.

The Supplier is obligated to keep the Customer's data logically separate from any other third party data to reduce the risk of damage, loss or unauthorized access to data. By logical separation means that necessary technical measures to secure data against unauthorized change or access is implemented and maintained. As unauthorized access is also included access from employees of the Supplier or any of its subcontractors or other persons which do not have a need for access to the Customer's data to fulfil Supplier's obligations under the Agreement.

5. Service Usage Data and Diagnostic Data – Software as a Service (SaaS)

The Service generates data that derives from the use of the service ("Service Usage Data"). The data is collected to provide information on the use of the Service to the Customer and the Supplier. The Supplier has the right to use Service Usage Data to improve the Service and to market similar services to the Customer. In addition, the Supplier has the right to create statistics or other anonymized information based on Service Usage Data that the Supplier may use to provide potential investors with information, provide other customers with information, e.g. calculation of costs for different data volumes, and for marketing purposes. The Supplier may only disclose Service Usage Data to third parties after anonymizing the Customer. Service Usage Data related to specific users is pseudonymized before receipt by the Supplier, and the Supplier is not able to identify which data subjects the data originate from without violating The Agreement section 3.

The Supplier collects and analyzes "Diagnostic data" solely to improve the Service. Diagnostic data consist of error-logging, and is needed to diagnose and fix the error. The diagnostic data may include the username of the machine, the name of the machine and the IP address. The Supplier collects consent from each user to collect Diagnostic data that derives from their use.

6. Personnel Data – Software as a Service (SaaS)

If and when the Supplier is processing personal data on behalf of the Customer (the "Personnel Data") as part of the Services, the following shall apply.

The Customer, in its capacity as Personnel Data controller, is responsible for that the processing of the Personnel Data is made in accordance with Norwegian law. The Supplier is only allowed to process Personnel Data pursuant to the Customer's written instructions.

The Supplier shall undertake all necessary technical and organizational precautions in order to protect any Personnel Data that is processed for the Customer. The Supplier shall without undue delay inform the Customer if discovering fulfilled or attempted cases of unauthorized access, destruction or alteration of the Customer's Personnel Data.

If Personnel Data is to be processed by the Supplier via the Customer's own equipment, the Customer undertakes to ensure that necessary technical and organizational requirements needed to protect the Personnel Data are at place.

The Supplier may engage a sub-contractor for the fulfillment of Supplier's commitments on the processing of Personnel Data under the Agreement. The Supplier is responsible for the process of Personnel Data of such sub-contractor and its consistency with the Customer's instructions and that the sub-contractor is bound by corresponding terms as the Supplier under this clause. On the Customer's written request the Supplier shall notify which sub-contractor who processes the Customer's Personnel Data and the country in which the processing takes place. The Customer has the right to terminate the Agreement if the Customer opposes a certain sub-contractor.

The Supplier is entitled to process the Personnel data in a country outside of the EU/EEA as long as it is consistent with Norwegian law. If a sub-contractor will process Personnel Data in a country outside of the EU/EEA, the Supplier shall ensure that the sub-contractor signs the EU standard contractual clause for transmission of Personnel Data to processors in third countries or similar written agreement (if there is no other legal basis for the transmission). The Supplier shall have the right to sign such agreement on behalf of the Customer.

The Customer has the right to demand information of the log history and other information necessary to ensure that Supplier meets the Customer's requirements on the process of Personnel Data and that the Supplier takes appropriate security measures. Such examination shall be made at the Customer's own expense and if the Supplier so requests, by an independent third party. The Supplier shall allow an examination that an authority by law may require in the examination of the processing of Personnel Data. The Supplier's expenses associated with such examination may be charged to the Customer.

The Supplier shall not process Personnel Data on behalf of the Customer any longer than what is necessary to fulfill its commitments under the Agreement. The Supplier shall within three months from the date when the commitment ceased, ensure the deletion the Customer's Personnel Data. If the Supplier stores Personnel Data on behalf of the Customer, the Supplier may not delete the Personnel Data until earliest 30 days after the Customer has been notified in writing that such deletion will take place.

7. Accessibility and Response Requests

The resources of either Party that have been listed as contacts either on the Master Page or in a SOW, shall make themselves available to the other Party on a continuing basis without unnecessary delay, in order for the Project to avoid missing deadlines and to avoid efficiency losses stemming from lack of access to the decision makers of the Parties.

Response times on e.g., request from either Party on necessary notifications requiring Supplier or Customer decisions, shall be prioritized and be available to the other Party without unnecessary delay; preferably within 24 hours and no later than 48 hours (the "Response Time Limit") after the request was made, provided that such requests have been made through agreed channels of communication and to agreed contact persons. For the avoidance of doubt, the contact persons listed on the Main Page are always qualified for such notification purposes in addition to other channels or persons, which may be listed in the SOWs.

For acceptance requests (requiring the Customer do react in accordance with an acceptance criteria of a SOW), a decision request (requiring the Customer to provide input to a necessary decision related to the Project), or an information request (requiring the Customer to provide data or information which may be instrumental for the progress of the Project, e.g. testing) submitted from the Supplier to the Customer; if the Customer has not responded within the Response Time Limit, any milestone or deadline will be postponed accordingly, and the Supplier has the right to have covered any direct costs being consequences of such delays.

For any Customer request of a change to the Software or the Project due to a perceived deviation as compared to a SOW, the Customer shall submit a change request without unnecessary delay, which the Supplier shall respond to within the Response Time Limit. The same applies to any notifications from the Customer regarding perceived deviations in the Project which do not trigger change requests of the Software.

8. Invoicing and Payment, Undisputed vs. Disputed Services, Potential Suspension of Services

The Supplier will invoice the Customer monthly, with invoices due 15 calendar days from the date of invoicing. The invoicing for fixed costs or fees is done monthly in advance. The invoicing for support services, consultancy services, traveling costs, expenses and other variable costs or fees is done monthly in arrears. The Supplier is initially entitled to invoice for Services from the time of delivery, i.e. in connection with establishing the Services.

In cases of late payment, the Supplier has the right to charge interest on overdue payments and to charge for reminders, collection charge or collection expenses as allowed by local law.

Any deviation, irregularity or complaint by the Customer, which may result in the Customer withholding payment for a delivered or future Service (a "**Disputed Service**"), shall be communicated by the Customer in writing without delay and at the earliest opportunity. Irregularities on invoices shall not constitute a valid reason for withholding of payment if the irregularity may be corrected by the Supplier prior to the due date.

The Customer cannot withhold payment for any undisputed Service and cannot deduct any amount from any delivered and undisputed Service for covering unsettled disputes. For the avoidance of doubt, any withholding of payment by the Customer shall be isolated and only apply to Disputed Services. In cases of the Customer withholding payment for undisputed Services or in cases where payment for any undisputed Services is more than 15 days overdue, the Supplier has the right to suspend the Services without incurring any liabilities towards the Customer.

If there is reasonable doubt regarding the Customer's ability to pay, the Supplier has the right to shorten the period of credit, require advance payment or require collateral prior to delivering the Services.

9. Non-solicitation of Employees

The Parties shall, for the duration of the Agreement and for a period of 12 months following its termination, not actively solicit employees of the other Party which may result in the termination of employment. In the event of a breach of this clause, the Party responsible for the breach shall pay liquidated damages to the other Party corresponding to 24 months of gross salary for each solicited employee.

10. Intellectual Property and Intellectual Property Rights

Unless otherwise specified in a SOW under this Agreement, any and all developed software as part of the Services, including any development under a SOW (the "**Software**") is the sole, exclusive and immediate property of the Supplier, including all intellectual property rights to such Software. The Software includes the methodology, algorithms, code and documentation associated with the Software and the Services.

The Customer does not obtain any intellectual property rights to the Software, but receives a non-exclusive user license, with a duration equal to the duration of a Software-as-a-Service ("**SaaS**") contract, to all intellectual property rights and Software created by the Supplier for the benefit of the Customer as part of the Services, without any right to modify, sub-license or resell such intellectual property rights and Software. Neither is the Customer entitled to alter or manipulate any of the intellectual property rights of the Software, any other intellectual property rights belonging to the Supplier, or any intellectual property rights of any third party which the Supplier may have licensed and used as part of providing the Services.

The Supplier warrants that the Services provided by the Supplier and the intellectual property rights and Software that are created or provided by the Supplier under the Agreement (except for third party services or products from Supplier's subcontractors or suppliers), to the best of the Supplier's knowledge, do not infringe on any third party rights. The Customer shall notify the Supplier without delay of any claims made by a third party regarding infringement of intellectual property rights due to the Customer's use of the Software or the Services. If a third party makes a claim of infringement for which the Supplier is responsible (i.e. not an infringement related to modification by the Customer or related to a third party product), the Supplier shall have the right to assume the defense at its own expense and act in the proceedings on behalf of the Customer. The Supplier shall further at its own expense either ensure that the Customer is able to use the Software and Service continuously during the proceedings or replace the disputed part of the Software or Service with an alternative software or service acceptable to the Customer.

In general, the Supplier in its sole discretion may choose to reuse any Software which has been developed for customers or for the Customer in order to improve its product range. For Customer specific Services, any limitation to the above in terms of e.g., the timing of such potential reuse; or e.g., limitations associated with timing combined with territory or business segments, shall be specifically stated in a SOW (Scope of Work) being part of the Agreement.

Unless otherwise specified in the Agreement, any and all of the Customer specific test data or other specific data which is considered Confidential Information and which is used by the Supplier for delivering the Services and the Project (the "**Data**") is the sole and exclusive property of the Customer, including all intellectual property rights to such Data. The Supplier may not reuse any of the Data without the Customer's prior approval in writing.

11. Confidential Information

The Parties undertake, during the term of this Agreement and after its termination, not to disclose to any third party confidential information that they have received or will receive in respect of the other Party and the cooperation under this Agreement. "**Confidential Information**" means all information whether technical, commercial or of any other nature, irrespective of whether or not the information

is labelled as confidential information. This confidentiality undertaking does not apply (i) when a Party is obliged to disclose information in accordance with applicable law, regulations or stock exchange regulations; (ii) to information that at the time of receiving the Confidential Information is or becomes available in the public domain other than as result of a breach of this clause, or (iii) to information that a Party can document was already available to a Party or that a Party independently developed and which has not, directly or indirectly, been obtained by breach of this clause.

The Parties are entitled to disclose Confidential Information to subcontractors, consultants or employees to the extent this is necessary in order to deliver the Services under this Agreement, provided that such parties enter into a similar confidentiality undertaking as set out in this clause with regard to Confidential Information.

The Parties may sign a separate non-disclosure agreement (“NDA”), which shall then be added to the Master Page of the Agreement. Such NDA will be regarded as an addition to this Agreement following its addition on the Master Page.

12. Term – Software as a Service (SaaS)

The Agreement is effective from the date of signing by both Parties and remains in force for a period of three (3) years. Termination shall be made in writing with a notification period of three (3) months (the “**Termination Notice Period**”). Unless terminated with the Termination Notice Period prior to the expiry of any applicable term, the Agreement is extended by one (1) year intervals.

13. Termination

Irrespective of the Termination Notice Period, any Party may terminate this Agreement with immediate effect in cases of (i) a material Breach of the Agreement and when the Breach, if possible to remedy, is not remedied within 30 days after receipt of a written notice thereof; or (ii) if the other Party is declared bankrupt, goes into liquidation, initiates a company reconstruction, suspends payments or may otherwise be assumed to be insolvent.

Individual SOWs may be terminated by either party with one (1) month written notice unless otherwise specified in the SOW. The termination of a SOW does not affect other parts of this Agreement, and such termination may not be interpreted as a termination notice of this Agreement.

If the Customer terminates the Agreement, the Supplier shall to a reasonable extent and as far as practically possible provide transitional services to the Customer for a period of up to three (3) months after the expiration of the Agreement. The Supplier is entitled to remuneration for such transitional services in accordance with the Supplier's applicable price list.

14. Breach of Agreement, Deviations, Force Majeure

A “**Breach**” of Agreement occurs if one of the Parties fails to perform its obligations under the Agreement, and this is not caused by circumstances relating to the other Party or by force majeure.

If one of the Parties is unable to perform its obligations under this Agreement, such Party shall give the other Party a written notice of this deviation without unnecessary delay. The deviation notice shall specify the reason for the deviation, actions to remedy the deviation and, insofar as it is possible, when performance can be resumed, including if additional delays or deviations are to be expected after the first notice.

In the event of extraordinary events beyond the Parties' control which will hamper fulfilment of this Agreement, and which should be regarded as “**Force Majeure**”, the other Party shall be notified without undue delay, after which obligations under this Agreement shall be suspended for the duration of the Force Majeure. For the interpretation of this Agreement, Force Majeure shall cover situations when performance is made impossible or prevented or will cause an increase in price due to circumstances, such as war like events, riots or revolts, disruptions in public connections, import or export regulations, changes in laws and regulations or in the interpretation thereof, acts of authorities, strike, lockout, blockade or other labor disputes, fire, explosions or other accidents, or defects and delay in services performed by sub-contractor due to the above mentioned circumstances, or discontinuation of services performed by, or software provided by, sub-contractors which are vital for performance of the Services.

15. Liability and Complaints

The Supplier's liability under this Agreement is limited to a direct loss or damage caused by Supplier's negligence. The Supplier is not responsible for (i) any indirect or consequential loss or damages (including but not limited to e.g., fall in production, loss of profit, loss caused by outage, virus hacking or third party claims, subject to the Supplier having taken reasonable security measures) or (ii) any loss of data, subject to Supplier having taken reasonable measures to avoid such loss.

The Supplier's total liability towards the Customer (including liability for acts or omissions potentially caused by the Supplier's employees, representatives or subcontractors) in relation to a specific Service is limited to the price the Customer actually paid for the relevant Service under this Agreement during the past three (3) months period.

Any deviation, Breach or complaint by the Customer, which in the opinion of the Customer may result in a claim for compensation towards the Supplier, shall be communicated by the Customer in writing without delay and at the earliest opportunity. Minor irregularities or deviations that the Supplier may correct within reasonable time shall not be subject to a claim. The Customer loses the right to make a claim for compensation if the complaint has not been made in writing to the Supplier without delay and at the latest within thirty days from when the Supplier performed the Service or from when the Customer became or should have become aware of the issue.

16. Conflict Resolution

Any conflict stemming from lack of performance, deviations, deviations interpreted as Breaches, defaults, or disagreement on interpretation based on this Agreement, shall be communicated to the other Party from the Party raising the issue of the conflict (the “**Initiating Party**”) without unnecessary delay, after which the Parties shall initiate a 30 day period to facilitate a solution to the conflict between the Parties considered satisfactory by the Initiating Party. If no satisfactory solution is found between the Parties of the conflict within this period, the Parties shall initiate an additional 30 days period of mitigation involving the Parties' legal advisors. If no solution has been found following this additional mitigation period, the Parties may take further legal steps in accordance with the “**Governing Law**” clause of this Agreement.

17. Miscellaneous

This Agreement comprises the full and complete agreement between the Parties hereto and supersedes and cancels all prior communications, understandings and agreements between the Parties, whether written or oral.

If any provision of this Agreement is or is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it shall have no effect and be deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement. The Parties shall use all reasonable endeavors to replace the invalid or unenforceable provision by a valid provision, the effect of which shall be as close as possible to the intended effect of the invalid or unenforceable provision.

The Customer is not entitled to transfer the Agreement or any rights or obligations under the Agreement to another legal entity without the prior written consent of the Supplier, such consent not to be unreasonably withheld.

All written communication by the Parties for executing the clauses in this Agreement may be made electronically.

18. Governing Law

This Agreement shall be governed by and construed in accordance with Norwegian law, and the Parties irrevocably submit to the jurisdiction of Oslo District Court for any proceedings hereunder, unless otherwise agreed in writing.