



GCloud Services Terms and Conditions

Between

Somerford Associates Limited

AND

XXXXXXX (Client)

Dated xx/xx/xx

Introduction

This time and materials Services Agreement ("Agreement") is between Somerford Associates ("Somerford") and xxxxxxxxxxxxxxxx ("Customer"). This Agreement defines the scope of the services ("Services") that Somerford Associates will provide to the Customer.

Project Summary

To be completed for each project

Project Conditions

- Services are performed on a "time and materials" basis. The cost set out in this Agreement is a "not to exceed" amount. Should any items require additional time to complete then an additional Agreement will be agreed by both parties.
- The Customer will provide remote access via WebEx, MS Teams or another comparable remote access solution to the Somerford Engineer in order to facilitate the delivery of offsite Services and/or troubleshooting as required.
- Every effort has been made to account for whether a particular service will be delivered offsite or onsite. However, in certain circumstances, services previously designated as "onsite" may be performed remotely (offsite) and in such case no credit for the difference in the fees associated with these different "day types" will be provided to the Customer.
- If after six months from the date of the Effective Date there remain unused/undelivered days of services, the Customer will contact Somerford Associates to discuss scheduling services for those days. Unless otherwise agreed in writing, any unused and unscheduled days of services will expire one year from the date of the signing of this SOW, at which point Somerford Associates will be under no obligation to perform any additional services under this SOW. No credit/refund of unused service days will be provided.

Requirements

Please itemise each requirement, providing a name and description for each individual work item.

Work Item Name	Work Item Description

Contacts

	Name	Email	Phone
Somerford Commercial			
Somerford Technical			
Client Management			
Client Technical			

Client Responsibilities

The work will be performed under the scope as defined in this Agreement. The Agreement is subject to the following assumptions:

The client

- will provide access to equipment and personnel (including technical resources) necessary to complete the project. These resources will be provided when they are needed in order to avoid project delays.
- will appoint a single point of contact for the duration of the project. This person will have project management responsibilities, be technically astute and familiar with change request processes as well as have the authority to expedite if necessary.
- must provide Somerford a one (1) week notice for any cancellation or change of scheduled services or they will be charged for the originally scheduled time and any applicable travel change fees.
- will provide Somerford with access to the required servers and software to complete the Agreement requirements.
- will provide the Somerford consultant(s) with either access to the Internet or access to a computer with access to the Internet as required.
- prior to the testing phase, the Customer is responsible for producing the necessary testing scenarios.
- will either provide Somerford with a client contact that has the proper administrative access to all applications and servers and will have the ability to reboot servers as necessary within twenty-four (24) hours of request or will provide Somerford with this capability.
- will ensure all systems meet the minimum system requirements.
- will ensure all systems and applications that are part of the SOW must be on supported platforms.

Amendment to the Scope

During the performance of the engagement, certain issues may arise that effectively prevent the completion of the work outlined in this Agreement within the planned time frame, such as, but not limited to, hardware or network failures or outages in the Client's environment, problems with the Client's in-house or third-party software, or the unavailability of key Client personnel. If this situation occurs, the designated Somerford Consultant will work with the Client to identify and document the scope change, its impact on the project approach, timing, fees, resources, and the quality of project results. Somerford will document this and any change in scope must be agreed to in writing prior to Somerford reengaging on the project and will require the signature of both

Somerford and the Client. Any other problems, disputes or issues arising during this engagement should be communicated as soon as possible after identification to the designated Somerford Consultant for resolution.

Fees

Somerford professional services rates are as per the G-Cloud 15 price list. All prices are quoted exclusive of VAT

Payment

Invoices are to be paid within 30 days from the invoice date.

Duration

Somerford estimates that the Agreement will require the following number of professional services days to complete.

Quote

x days of professional services * £x's

Data Processing

Subject Matter of Processing

Personal and Commercially sensitive Data relating to [ADD DETAILS] which Somerford may process in carrying out its legitimate business interests and obligations under this SoW.

Duration of Processing

For the later of Somerford's fulfilment of its obligations to the Customer or termination of this SoW.

Nature of Processing

Collection, and such organisation, adaptation, storage, retrieval, consultation, use, disclosure, making available, restriction, erasure and destruction as is necessary for the fulfilment of this SoW.

Purpose

Carrying out Somerford's legitimate business interests and obligations to the Customer pursuant to this SoW.

Data Subject Types

Customer employees, economic and financial documents, system logs or data provided in confidence by customers for the fulfilment of this SoW.

SERVICE AGREEMENT

between

mnemonic Cybersecurity Ltd.

and

[*the Customer*]

Date:

Date:

mnemonic Cybersecurity Ltd.

Customer

Signature:

Signature:

Name in block letters

Names in block letters:

Title:

Title:

[S108_EN-CustomerDate:]

A solid black horizontal bar used to redact information.

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This service agreement ('**the Agreement**') has been entered into between Mnemonic AS (org. no 982 089 549) with registered address Henrik Ibsens gate 100, NO-0255 Oslo, Norway ('**the Service Provider**'), and [**the Customer**] (org. no [**number**]), with registered address [**address**] ('**the Customer**').

The Service Provider and the Customer are referred to separately as a '**Party**' and jointly as '**the Parties**'.

Capitalised terms have the meaning they are assigned in the paragraph in which they are written in bold font between quotation marks.

1 GENERAL

The Agreement regulates the rights and obligations of the Parties in connection with the Service Provider's deliveries to the Customer and the Customer's receipt from the Service Provider of equipment, software and services (jointly the '**Services**') as described in more detail in this Agreement and its exhibits.

The Service Provider's Services shall be in accordance with the qualitative and quantitative requirements set out in the Agreement. The Customer is responsible for specifying its requirements and expectations in a clear and complete manner.

2 AGREEMENT DOCUMENTS

By Agreement is meant this agreement document and the following exhibits:

Exhibit 1	The Customer's requirements specification
Exhibit 2	Agreed service descriptions
Exhibit 3	Requirements of the Customer's technical platform
Exhibit 4	Project plan and progress schedule
Exhibit 5	Service level
Exhibit 6	Administrative provisions
Exhibit 7	Consideration and price provisions
Exhibit 8	Changes to the general contractual wording
Exhibit 9	Amendments after the Agreement is entered into
Exhibit 10	3rd Party T&C
Exhibit 11	Data Processor Agreement

In the event of conflict between the Agreement and the exhibits, the provisions of the Agreement shall take precedence, with the following exceptions:

- (i) Exhibit 11 shall take precedence over the Agreement and all exhibits.
- (ii) Exhibit 2 shall take precedence over the provisions of the Agreement.
- (iii) Exhibit 8 shall take precedence over the provisions of the Agreement.
- (iv) Exhibit 9 shall take precedence over the provisions of the Agreement and Exhibit 2.
- (v) Exhibit 10 shall take precedence over the provisions of the Agreement and all exhibits (save for Exhibit 11).

In the event of conflict between exhibits, they shall, with the exceptions stated in (i), (iv) and (v) above, take precedence in the order in which they are listed above.

3 DESCRIPTION OF THE SERVICES

The Service Provider shall provide the Services specified in the service description set out in Exhibit 2 and other services ordered after the signing of the Agreement. The Service Provider shall provide the Services in accordance with the requirements set out in this Agreement, including service level requirements as specified in Exhibit 5.

The Service Provider shall, to the extent necessary, provide documentation, software, or access to software as part of the Services.

If the Services contain 3rd Party Deliverables (as defined below), Clause 7 will apply.

Operational documentation that the Service Provider has prepared in whole or in part shall not at any time be disclosed to third parties by the Customer, except to the extent necessary for the Customer to use and receive the Services in accordance with the Agreement, which may include disclosure to third parties responsible for IT and/or cybersecurity of the Customer provided that such third parties are subject to confidentiality undertakings at least as strict as set out in Clause 19 below.

Services other than the Services included as part of the Agreement as specified in Exhibit 2, including the exercise of options or purchase of consultancy services, hardware, equipment, and software, can be ordered in accordance with Clause 6

The Service Provider shall without undue delay correct any defects or errors in the Services.

4 IMPLEMENTATION PROJECT AND START-UP

4.1 General

An implementation project will be carried out before the day on which the Services agreed in Exhibit 2 shall be on boarded to production ('**Start-Up Day**') during which the software, equipment, and hardware will be prepared, and the Services implemented and tested in order to enable the Service Provider to deliver the Services and the Customer to use the Services. The Parties shall carry out the activities described in more detail in Exhibit 4.

The Service Provider shall, if the Parties have so agreed in Exhibit 2, implement software, hardware, and equipment in the Customer's systems. Such implementation shall take place with as little disruption as possible

to the Customer's day-to-day operations, and it shall be carried out in accordance with the descriptions included in Exhibit 4.

The scheduled Start-Up Day for the Services is set out in Exhibit 4.

4.2 Partial delivery

The implementation project may consist of partial deliveries of the Services. If the implementation project consists of partial deliveries, this shall be described in more details in Exhibit 4.

The Customer can utilize partial deliveries as they are implemented. For commissioned partial deliveries, the Service Provider shall carry out testing for every commissioned service and ensure they are working as intended before putting it into production. After the last partial delivery, the Service Provider shall verify the total delivery as set out in Clause 5 below.

The Start-Up Day shall occur when the Service Provider has performed test and approval of the last partial delivery.

5 TESTING

Alternative 1 (preferred):

Unless otherwise agreed in Exhibit 4, the testing plan shall follow the principles as described in this Clause 5

The Service Provider shall carry out all necessary test of Services before they are put into production. The tests shall consist of such tasks as the Service is intended for. The Service Provider may request the Customer to provide assistance during such tests. Further details for test plan shall be agreed in Exhibit 4.

The Service Provider shall, at the end of each test, notify the Customer of the result of the test. The Service Provider shall without delay remedy any notified defect. Once the defect has been remedied, the Service Provider shall carry out a new test as specified in this Clause 5. The Service Provider shall notify the Customer when the test results concludes an approved result followed by a notification of date for when the Services will be on boarded to production (Start-Up Day).

6 ORDERING OF ADDITIONAL SERVICES

The Customer may after the signature of the Agreement exercise options for other services agreed on the signing of this Agreement or order additional services from the Service Provider, including purchasing consultancy services, hardware, equipment and software. The Customer's order shall be placed in writing and shall, as a minimum, contain information about the desired services, the time and place of delivery and any additional information required in connection with the specific order.

The Service Provider will issue confirmation of receipt of the order and, if applicable, specify a date for expected completion of the order.

The Customer shall pay for additional services as specified in Clause 15.1.

7 THE SERVICE PROVIDER'S RESPONSIBILITY FOR THIRD PARTY DELIVERABLES

7.1 General

This Clause 7 apply to any third party software, hardware, components, or other deliverables (jointly '**3rd Party Deliverables**') delivered by the Service Provider to the Customer as a SaaS deliverable (see Clause 7.2), as an integrated part of the Services (see Clause 7.3), or delivered separately from the Services (see Clause 7.4).

7.2 SaaS 3rd Party Deliverables

If the 3rd Party Deliverables are a SaaS service, a copy of the terms and conditions for the Customer's access to and use of 3rd Party Deliverables (the '**3rd Party T&C**') shall be attached in Exhibit 10.

The 3rd Party T&C shall apply for the Customer's use of the SaaS service. In case of conflict between the 3rd Party T&Cs and the terms and conditions of the Agreement, the 3rd Party T&Cs shall prevail.

The Service Provider is not liable to the Customer for any errors in 3rd Party Deliverables arising after the Start-Up Day. This entails that the Customer may not invoke any non-fulfilment of agreed quality requirements after the Start-Up Day, including service level requirements, if this is due to an error in 3rd Party Deliverables. This also applies to the loss or destruction of data.

In the case of errors in 3rd Party Deliverables brought to the Service Provider's attention, the Service Provider will be obliged to report the error to the third party, and keep the Customer informed about the status of the error rectification. If the Service Provider is responsible for the installation of 3rd Party Deliverables as part of the Agreement, the Service Provider must test that the 3rd Party Deliverables function after the error rectification, in accordance with any guidelines specified by the third party in Exhibit 10. In the absence of such third party guidelines, the Service Provider shall at its discretion decide how the rectification shall be tested.

7.3 Integrated 3rd Party Deliverables

The Service Provider shall be liable for any 3rd Party Deliverables provided as an integrated part of the Services in accordance with the terms and conditions of the Agreement.

7.4 Separate 3rd Party Deliverables

If the Customer orders 3rd Party Deliverables via the Service Provider as an additional and separate service in accordance with Clause 6, Section 7.2 first paragraph applies accordingly.

8 THE SERVICE PROVIDER'S ACCESS TO INFORMATION, PERSONNEL AND PREMISES

The Customer shall give the Service Provider such access to all the Customer's software, systems, equipment, and documentation as is necessary for the Service Provider's delivery of the Services. The Customer is responsible for ensuring that the Service Provider's access has been cleared with all third parties.

The Customer shall make its premises and suitable office workspace available to the Service Provider's personnel in accordance with the terms of this Agreement. The Customer shall ensure that designated members of the Service Provider's staff are given such logical and physical access to all relevant systems and IT premises as is required for the Service Provider to be able to provide the agreed Services.

9 REQUIREMENTS OF THE CUSTOMER'S EQUIPMENT AND ENVIRONMENT

The Customer shall ensure that the Customer's relevant hardware, equipment, and software are in good condition and that they are in accordance with the manufacturer's specifications when the Agreement is entered into.

The Customer shall ensure that its hardware, equipment, software, and other relevant environment are compatible with all hardware, equipment, and software provided as part of the Services, including with suitable power, rack and network connections as set out in Exhibit 3. The Service Provider shall provide advice and support as needed. This shall be in place before installation begins, following the agreed implementation plan as described in Exhibit 4.

The Customer shall notify the Service Provider of all matters that have a bearing on the above-mentioned requirements including in relation to health, safety, and environmental legislation.

More detailed requirements concerning the Customer's hardware, equipment, software, and other relevant environment are set out in Exhibit 3.

10 REPORTING AND STATUS MEETINGS

The Service Provider shall submit such reports and organise such status meetings as agreed between the Parties and specified in Exhibit 2 and Exhibit 6. The standard reports and status meetings are delivered as part of the Services.

11 INFORMATION

Both Parties shall, without undue delay, inform each other of matters that have a bearing on their contractual relationship under this Agreement or the provision of the Services. The information shall be communicated to the Parties' designated contact persons.

Each Party is responsible for that the information given to the other Party under this Agreement is correct and complete and in accordance with the applicable law.

12 SUBCONTRACTORS AND THIRD PARTIES

The Service Provider cannot use subcontractors to perform the Services without the Customer's previous written consent.

Each of the Parties is responsible for its own suppliers, subcontractors and others involved in the performance of the Agreement, subject to the limitations and exclusions of liability set forth in this Agreement.

The Service Provider undertakes to cooperate with third parties to the extent that the Customer deems this is necessary for the purposes of performing the duties stipulated in this Agreement. The scope of such assistance shall be specified in Exhibit 6. Any consideration for such assistance shall be specified in Exhibit 7.

The Service Provider shall in such cases adopt an independent position, and act in consultation with the Customer.

However, the Service Provider shall be released from such duties if it demonstrates, acting reasonably, that it is probable that such cooperation would be of material disadvantage to its relationship with existing subcontractors or other business contacts.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 Definition

'**Intellectual Property Rights**' means for the purpose of this Agreement copyright, trademarks, distinguishing marks, trade names, inventions (patentable or not), patents, semiconductor rights, software source code and object code, data, databases, documentation, drawings, sketches, specifications and other similar material and rights, trade secrets, know-how and goodwill related thereto.

Intellectual Property Rights does not include the Customers data or know-how, which is regulated in Clause 13.2.3

13.2 No transfer of Intellectual Property Rights

13.2.1 General

The Agreement entails no transfer of Intellectual Property Rights between the Parties.

13.2.2 The Service Provider's right to the Services and know-how

All Intellectual Property Rights and any rights created in connection with the performance of the Services, including new versions, further developments, modifications and maintenance shall remain with and vest in the Service Provider. Unless otherwise agreed, the Service Provider has ownership of equipment related to delivery of the Services.

The Service Provider is entitled in all contexts to use its general knowledge and know-how acquired by the Service Provider through the proper performance of this Agreement.

This also applies to any Service Provider's own ideas, concepts, expertise or data processing techniques in connection with the development, production and marketing of products and services.

During delivery of the Services to the Customer and corresponding services to other customers, the Service Provider will acquire non-sensitive information of general interest to the Service Provider's customers, including information about relevant attackers, attack patterns and other security threats. The Service Provider may share such information for the purpose of improving the Service Provider's general service quality in relation to the Customer and the Service Provider's other customers, however the Services Provider cannot inform its other customers of the origin of such information.

13.2.3 *The Customer's rights to data and know-how*

The Customer is entitled in all contexts to use its general knowledge and know-how acquired by the Customer under this Agreement.

Further, the Customer holds all rights to the data that are handed over for processing by the Service Provider under this Agreement (the "**Customer Data**"), as well as to the results of such processing. The Service Provider can use the Customer Data only to the extent necessary for the Service Provider to be able to fulfil its obligations under this Agreement.

After the termination of the Agreement, the Service Provider has no right to be in possession of the Customer Data, unless otherwise agreed upon from time to time.

13.3 The Customer's right to use the Service Provider's Intellectual Property Rights in relation to the Services

The Service Provider hereby grants Customer, for the duration of the Agreement, a limited right of use for Service Provider's Intellectual Property rights, including software, equipment and any documentation provided by Service Provider in connection with the Services, such as the operational documentation and service handbook, to the extent necessary for Customer to use and receive the Services in accordance with the Agreement for the intended use.

13.4 Infringement of the rights of third parties

The Service Provider guarantees that it has the right, power, authority and the unconditional permission from the owner of all Intellectual Property Rights in and to the Services to enter into this Agreement. The Service Provider guarantees that all Intellectual Property Rights in and to the Services do not and will not infringe Intellectual Property Rights of any third party.

In the event of claims being made by third parties against the Customer on the grounds that the Services infringes any third party's rights, and this is related to circumstances on the part of the Service Provider, the Service Provider shall pursue the case for its own account, also for the Customer, provided that:

- (i) the Customer notifies the Service Provider without undue delay when such a claim is received, and
- (ii) the Customer gives the Service Provider full control in the matter.

From the time when the Service Provider takes over the case, the Customer shall to a reasonable extent assist the Service Provider as regards such case, but it will not act on its own behalf during such court proceedings.

The Service Provider shall indemnify the Customer against third party claims awarded in a final judgment or a settlement that is accepted by the Service Provider.

If a third party argues that the continuing use of the Services infringes any third party rights, the Service Provider may choose between ensuring that the necessary rights are retained or obtained, or that corresponding properties are obtained free of charge and without disruption to operations for the Customer. If the Service

Provider is of the opinion that neither of the alternatives can reasonably be used, the Customer shall return the part in question and receive a proportional reimbursement of the consideration.

The Customer cannot file any other claims against the Service Provider for infringements of third party rights than set out in this provision.

14 PROCESSING OF PERSONAL DATA

The Parties have entered into a Data Processor Agreement (Exhibit 11) for the Service Provider's processing of the Customer's personal data in connection with the performance of the Services.

Both Parties shall process personal data in accordance with the EU regulation 2016/679. See <https://www.mnemonic.io/legal/privacy-notice/> for more information on how the Service Provider complies with the regulation.

15 REMUNERATION AND TERMS OF PAYMENT

15.1 Remuneration

The Customer shall pay such remuneration for the Services as specified in Exhibit 7.

Travel and any subsistence expenses approved in advance by the Service Provider in writing will be covered.

15.2 Invoicing

The Services shall be invoiced in advance on a quarterly basis.

Consultancy and similar services that are not invoiced as part of the Services will be invoiced monthly in arrears.

Hardware, equipment, and software other than that invoiced as part of the Services will be invoiced on delivery to the Customer or the Service Provider's preparation centre.

Payment shall take place within 30 calendar days after the invoice date. Amounts are stated in GBP excluding VAT but including other public charges/taxes.

Further provisions relating to invoicing are specified in Exhibit 7.

15.3 Overdue payment and payment default

In case of late payment, late payment interest will accrue in accordance with the United Kingdom Late Payment Directive.

If overdue payment, with the addition of late payment interest, has not been paid within thirty (30) calendar days of the due date, the Service Provider may send the Customer a written notice stating that the Agreement will be terminated for material breach, unless settlement has taken place within sixty (60) calendar days of receipt of the notice.

Such termination for material breach may not take place if the Customer settles the overdue payment, with the addition of late payment interest, prior to the expiry of the deadline.

15.4 Price adjustment

The Service Provider may adjust the prices in the Agreement annually as of 1 January in accordance with UK consumer price index (KPI), with the initial reference index value being the index value for the month in which the Agreement was signed. Such price adjustment will be stated on invoices.

Further provisions relating to price adjustment are specified in Exhibit 7.

15.5 Hardware custom clearance outside Norway

Unless otherwise specified or agreed in Exhibit 7, the Customer is responsible for payment directly to the relevant authorities for any custom clearances and taxes required for the importation of any hardware shipped by the Service Provider.

The Customer's person responsible for receiving the hardware is stated in Exhibit 6.

16 BREACH OF THE AGREEMENT

16.1 General

If one of the Parties wishes to invoke a breach of the Agreement due to circumstances for which the other Party is responsible, the Party that wishes to invoke a breach of the Agreement must notify the other Party in writing within a reasonable period of time after the Party invoking the breach became or should have become aware of the breach. However, the maximum time limit for invoking the breach shall be 90 days from the date of delivery for software and 12 months from the date of delivery for hardware, equipment, and services.

The Party in breach of the Agreement shall do all that can reasonably be expected to remedy the situation without undue delay. Such remedy shall take place on the account of the Party in breach of the Agreement.

The Party suffering a loss has a right to claim compensation for its documented direct loss resulting from a breach of the Agreement.

The limitations and exclusions of liability as set forth in Clause 17 shall apply.

16.2 Remedies available to the Customer

Without limiting the generality of Clause 16.1, in the event of a breach of contract by the Service Provider, the Customer shall be entitled to invoke the following remedies for breach of contract against the Service Provider:

- a) **For delays:** If the scheduled Start-Up Day as follows from Exhibit 4 is delayed, due to circumstances for which the Customer is not responsible, the Customer shall be entitled to claim liquidated damages of 0.15 per cent of the contract price for the implementation, excluding Value Added Tax, for each calendar day of delay, limited to a maximum of one hundred (100) calendar days. If the delay pertains to a partial delivery, the liquidated damages shall amount to 0.15 per cent of the total consideration (exclusive of Value Added Tax) for the contract price for implementation of the

partial delivery in question for each calendar day the delay lasts, limited to a maximum of one hundred (100) calendar days. If no price has been quoted for the partial delivery in Exhibit 7, the liquidated damages shall be calculated based on the partial delivery's relative share of the consideration for the total implementation delivery. This Clause 16.2 a) states the sole remedy available to the Customer in case of the Service Provider's delay in the performance of its obligations under the Agreement.

- b) **For breach of SLA requirements:** The Customer's sole remedy if the Service Provider does not meet the SLA requirements shall be the predefined sanctions as set out in Exhibit 5

16.3 Circumstances for which the Service Provider is not liable

The Service Provider is not liable for loss or damage arising from the non-fulfilment of its obligations under the Agreement to the extent caused by:

- (i) changes made to the Services by the Customer, or by third parties for which the Customer is responsible, without the Service Provider's approval,
- (ii) failure on the part of the Customer to follow up recommendations from the Service Provider regarding error recovery or upgrades which are necessary for the receipt of the Services,
- (iii) faults in the power supply, cooling, humidity control or other environmental factors on the Customer's premises that affect the Services,
- (iv) damage to parts of the Services not caused by the Service Provider,
- (v) circumstances on the part of the Customer or someone for whom the Customer is responsible, or
- (vi) circumstances that make it impossible or disproportionately cumbersome for the Service Provider to provide the Services without violating applicable laws, including that it becomes illegal to perform or complete the Services.

The Service Provider may invoice the Customer for time spent, in accordance with the Service Provider's prices applicable at all times, for work as reasonably necessary to be carried out by the Service Provider as a result of situations as mentioned in (i)–(vi) above.

17 LIMITATION OF LIABILITY

The Parties cannot invoke other remedies for breach of contract against each other than those that follow from this Agreement.

The Parties shall not under any circumstances be liable for indirect losses or consequential losses, including, but not limited to business interruption, loss of profit, loss of data, savings that have not materialised, losses of and claims from third parties or other financial consequential losses. The Service Provider is nevertheless liable for loss of Customer's data stored or processed by the Service Provider under this Agreement, hereunder for data loss resulting from the Service Provider's breach of the Data Processing Agreement.

Liquidated damages and standardised penalties for failure to meet the SLA requirements set out in Exhibit 5 shall be deducted from any other damages.

Each Party's grand total liability for the term of the Agreement is under all circumstances limited to maximum one year's average revenue under the Agreement (excl. VAT).

The above-mentioned limitations do not apply to loss or damage arising from gross negligence, wilful misconduct, fraud, the Service Provider's breach of its obligations under the Data Processing Agreement or the Service Provider's obligation to indemnify the Customer in accordance with Clause 13.4.

18 SUSPENSION OF SERVICES

The Service Provider may stop its delivery of the Services if the Customer:

- (i) acts in violation of applicable laws, regulations or official orders that affects the Service Provider's ability to provide the Services or to comply with its own legal or regulatory obligations, or
- (ii) fails to pay overdue payments within sixty (60) calendar days pursuant to Clause 15.3.

If the deliveries have been stopped as a result of a material breach of the Agreement on the part of the Customer, the Service Provider will resume delivery of the Services once the circumstances that caused the delivery to be stopped have been rectified, unless the Service Provider has terminated the Agreement. This Clause 18 does however not impinge upon the Customer's rights to its data as defined in Clause 13.2.3

19 CONFIDENTIALITY

Any information that a Party receives or becomes aware of about the other Party (including, but not limited to, the other Party's customer data) shall be deemed to be confidential information. The Parties are subject to a duty of confidentiality regarding confidential information and shall process, store and protect confidential information from the other Party with particular care.

Information that is public knowledge, that a Party has developed or received independently of the other Party, or that has been received from a third party without this constituting a violation of a confidentiality obligation, is not deemed to constitute confidential information. However, such information that the Parties have stated to be confidential information shall always be deemed to be confidential.

Each Party is entitled to make confidential information available to other entities in its group, provided that these entities only use the confidential information to the same extent that the Party is entitled to do pursuant to this Agreement. The revealing Party is responsible for ensuring that its group entities that receive such confidential information comply with the provisions of this Agreement.

The duty to treat information confidential applies for as long as it is necessary, based on a reasonable assessment; however, not less than five years from when the information was received or became known. As regards the Customer's Customer Data the duty to treat information as confidential shall apply for an indefinite period.

20 PUBLICITY

To the extent appropriate, the Service Provider shall be entitled to make press releases, advertise and make any other forms of advertisement regarding the Agreement or the Parties' business relationship, including as a reference in RFP's or similar, unless otherwise has been specifically agreed with the Customer.

21 FORCE MAJEURE

If performance of the Agreement is prevented in whole or in part, or is materially hindered by circumstances outside the Parties' reasonable control, the Parties' obligations shall be suspended to the extent that the circumstances are relevant and for as long as the circumstances persist. Such circumstances include, but are not limited to, strikes, industrial action, or other labour disputes (not including by the Parties' employees), lockouts, storm, flood, earthquake or other natural disasters, power loss, internet downtime, consequences of pandemics including measures laid down by public governmental bodies or corporate policies to mitigate consequences of or health risk related to pandemics at any time, riot, civil unrest, but explicitly excluding factors such as shortage of staff, third party delays and other avoidable circumstances.

If either of the Parties seek to rely on such an event of force majeure, it shall promptly give notice to the other Party. The Parties shall in good faith discuss the impact of the force majeure event on the other parts of the Agreement and seek to agree on how the impact of the force majeure event may be mitigated.

Each of the Parties may terminate the Agreement by giving one month's written notice if the force majeure situation makes it particularly burdensome for the Party in question to meet its obligations under the Agreement.

22 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

Neither Party's rights and obligations under the Agreement may be assigned or otherwise transferred to any third party without the prior written approval of the other Party.

23 ENTIRE AGREEMENT; CHANGES AND AMENDMENTS

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Any amendment or modification of this Agreement shall not be valid unless agreed in writing, signed by both Parties, and documented in the form of an amendment agreement which shall form Exhibit 8 or 9 to this Agreement, unless the Parties agree to some other form of amendment agreement other than an Exhibit.

24 DURATION AND TERMINATION

The Agreement enters into force on the date it is signed by both Parties, and continues for a period of 3 years from the Start-Up Day ('the Initial Agreement Period'), and shall automatically be renewed for successive 12

month renewal periods (each a “**Renewal Period**”) thereafter, unless terminated earlier as set forth in this Clause 24.

The Agreement may be terminated by a Party:

- (i) For convenience, by providing the other Party written notice of non-renewal of the Agreement at least six months prior to the end date of the Initial Agreement Period or of the current Renewal Period.
- (ii) For cause, effective immediately upon providing written notice of termination in the following circumstances:
 - a) the other Party is in material breach of the Agreement which is not capable of remedy, or which is capable of remedy but has not been remedied within 30 days following its receipt of written notice of the breach. Default of overdue payment within sixty (60) calendar days shall always be deemed to constitute a material breach of the Agreement
 - b) The insolvency, bankruptcy, or placement into administration or receivership for the benefit of creditors of the other Party.

The Customer shall not have the right to terminate the Agreement for Service Provider’s delay in the Start Up Date for as long as the liquidated damages for such delay continue to accumulate in accordance with Clause 16.2. However, this time restriction shall not apply in the case of wilful misconduct or gross negligence on the part of the Service Provider or anyone for whom it is responsible.

25 TERMINATION ASSISTANCE

At the time of termination, the Service Provider shall return to the Customer all data and other documentation, information and material relating to the Services that are the Customer's property.

Any provisions concerning the Customer taking over the Service Provider's equipment, software, or agreements with third parties shall be agreed between the Parties on termination of the Agreement.

The Service Provider shall, if and when applicable, contribute actively, positively and in a cooperative spirit to the return and/or transfer of operations to a new service provider indicated by the Customer. Provisions regarding the principles and framework for such assistance will be agreed in more detail between the Parties on termination of the Agreement. Remuneration for such deliveries shall be in accordance the prices stated in Clause 15.1.

Upon termination of the Agreement, the Customer shall return to the Service Provider all operational documentation and other material to which the Service Provider holds the rights.

26 CHOICE OF LAW AND DISPUTES

Any dispute concerning the content, scope, validity, execution or termination of the Agreement shall be governed by Norwegian law. The Parties shall seek to resolve disputes by negotiation. If the dispute is not

resolved within 30 days after a Party has initiated negotiations, each of the Parties may submit the dispute to arbitration at the Oslo Chamber of Commerce (OCC). OCC's simplified dispute settlement rules shall apply to the dispute, unless OCC based on the complexity, extent, amount or other circumstances of the dispute, requires full arbitration. This provision shall not be construed as prohibiting a Party from applying to a court for interim injunctive relief.

27 SEVERABILITY

In the event that one or more of the provisions contained in this Agreement is declared invalid, illegal or unenforceable by any competent authority, it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall remain in force and effect. Notwithstanding the foregoing, Parties shall negotiate in good faith in order to agree on the terms of a mutually satisfactory provision to be substituted for the provision found to be invalid, illegal or unenforceable.
