

Professional Services Agreement – United Kingdom

This Reseller and Professional Services Agreement (the "**Agreement**") is made on "[DATE]" ("**Effective Date**") by and between [REDACTED] ("**Customer**") and Jones Lang LaSalle [Limited] and its affiliates ("**JLL**"). In consideration of the mutual promises set forth herein, the parties agree as follows:

1. PRODUCTS AND SERVICES.

Subject to the terms and conditions of this Agreement, JLL agrees to perform professional services related thereto ("**Services**") and may resell certain third-party technology products ("**Products**") as set forth in an applicable Statement of Work ("**SOW**"). Each SOW will be executed by both parties and describe the Services to be performed, and if applicable any Products, applicable fees and any other terms that apply to that specific SOW. Unless expressly agreed to in writing, this Agreement will take precedence in the event of a conflict between the terms of this Agreement and a SOW.

2. COMPENSATION; INVOICES.

- 2.1 Customer will compensate JLL for Products and Services rendered as set forth in an SOW.
- 2.2 JLL will invoice Customer for its fees, expenses and costs incurred during that month. Customer will pay each invoice within 30 days from receipt of invoice. JLL will provide Customer with notice of any late payment; Delinquent payments will earn interest at the rate of 1.5% per month from the due date until paid.

3. INTELLECTUAL PROPERTY RIGHTS.

- 3.1 Work Product. Customer is the sole and exclusive owner of all Work Product created pursuant to this Agreement. For purposes of this Agreement, "**Work Product**" means any reports, memoranda, notes, project files, documents, manuals, and other materials developed pursuant to this Agreement specifically for Customer, including equipment inventories, maintenance schedules, equipment repair/replacement records, designs, drawings, specifications. Work Product does not include (i) any materials, training manuals, processes, know how or intellectual property owned or licensed by JLL; (ii) JLL Technology or JLL's information technology systems or software; or (iii) derivatives, modifications, or improvements of the foregoing created by or on behalf of JLL or its third party suppliers whether prior to or after the Effective Date (collectively, "**JLL Materials**"), and (iv) Products. JLL hereby grants Customer a non-exclusive, perpetual, irrevocable, fully-paid-up, non-transferable, royalty-free license to use any JLL Materials that are (i) incorporated in any Work Product, or (ii) necessary for the use of any Work Product. This Section shall survive any termination or expiration of this Agreement.
- 3.2 License. If any subscription to JLL Technology provided as part of Services, JLL hereby grants to Customer, during the Term, a worldwide, revocable, non-exclusive, non-sublicensable license to use and access the JLL Technology solely for Customer's internal business purposes in accordance with any documentation and other materials provided by JLL under this Agreement and applicable SOW. For purposes of this Agreement, "**JLL Technology**" means the information technology systems, software, platforms and tools of JLL, its affiliates, subsidiaries and licensors, and all intellectual property rights in any of the foregoing. Except as specifically set forth herein, no license, either express or implied, is granted by JLL to Customer hereunder with respect to any JLL Technology or the intellectual property rights appurtenant thereto. Customer may not: (i) reverse engineer, disassemble or decompile the JLL Technology; (ii) sell, rent, lease, sublicense, distribute or otherwise make the JLL Technology available to any third party by time-sharing or otherwise, except for any employees, management personnel, representatives, agents or contractors of Customer; (iii) modify, copy, alter or create any derivative works in or to the JLL Technology.
- 3.3 Product Terms. For third party technology product resold hereunder, Customer may be required to comply with or agree to certain end user license agreement terms and conditions (EULA) related to the Products. In addition, Customer is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of its networks. JLL shall have no liability with respect to Customer's cybersecurity, network access or any of the Products, and does not make any warranties, express or implied, statutory or otherwise, with respect to the Products.

4. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that: (a) it has the right to enter into this Agreement; (b) that it is financially capable of fulfilling all requirements of this Agreement; (c) that it will at all times comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders and decrees, and (d) that it is not subject to any legal proceedings or contractual obligations that would prohibit it from

entering into this Agreement or performing hereunder. JLL agrees that it will use personnel, equipment and materials qualified and/or suitable to perform the Services.

5. **INSURANCE.** JLL will maintain, at its sole cost and expense, the insurance set forth in Appendix 1.

6. **INDEMNIFICATION.**

6.1 JLL Indemnity. JLL agrees to defend, indemnify and hold harmless Customer and its respective officers, directors, employees, agents, partners, affiliates, successors and assigns from and against any and all demands, losses, expenses, damages, liabilities, fines, and penalties asserted against Customer by a third party, including, without limitation, costs, expenses and attorneys' fees incident thereto ("**Third Party Claims**"), to the extent arising from or relating to: (a) any claim that the Work Product or JLL Materials infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party; and (b) for any physical damage to real or tangible property and bodily injuries and death to all persons to the extent caused by the negligent acts, errors or omissions of JLL.

6.2 Customer Indemnity. Customer agrees to defend and hold harmless JLL and its respective officers, directors, employees, agents, partners, affiliates, successors and assigns from and against any and all Third Party Claims, to the extent arising from or relating to: (a) any claim that Customer's data, materials and document and/or Customer's misuse of the Products infringe any copyright, patent, trademarks, trade secrets, or other intellectual property rights of any third party; and (b) for any physical damage to real or tangible property and bodily injuries and death to all persons to the extent caused by the negligent acts, errors or omissions of Customer; and for all expenses (including reasonable attorney's fees) incurred by JLL in connection therewith.

7. **LIMITATIONS ON LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONFIDENTIALITY, A BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, AND NEGLIGENCE, AND WHETHER OR NOT IT WAS OR SHOULD HAVE BEEN AWARE OF, OR WAS ADVISED OF, THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL JLL'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO JLL FOR THE PRODUCTS AND SERVICES PROVIDED IN THE YEAR IN WHICH THE CLAIM OCCURS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY.

8. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party, except that either party may assign this Agreement to any affiliate of such party or any entity which acquires all or substantially all of its assets through a merger, consolidation or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each party's respective legal representatives, successors and permitted transferees and assigns.

9. **SUBCONTRACTING.** JLL may utilize any subcontractor in its performance of the Services without Customer's prior written approval. JLL's use of any subcontractor will not relieve JLL of any of its obligations or liabilities under this Agreement. **10. CONFIDENTIALITY.**

10.1 **Confidential Information.** During the course of performing and receiving Services, JLL and Customer may have access to information of the other that is confidential to one another ("**Confidential Information**") including, without limitation, specifications, business methods, marketing strategies, pricing, competitor information, the terms of this Agreement, and financial results. Confidential Information will not include any information that (a) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (b) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (c) is received by the receiving party from a third party without any restriction on confidentiality, (d) is independently developed by the receiving party or its affiliates, (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (f) is approved for release by prior written authorization of the disclosing party. The parties agree to maintain the confidentiality of the Confidential Information and to use best efforts (which are at least the same used to protect its own Confidential Information) to protect from public disclosure the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations hereunder. For the purposes of this Section, the term "**Confidential Information**" will mean any and all confidential and proprietary information, data, and

documentation, including business and financial information, Customer information, and individual personal information, which Customer receives from JLL, and all inventions, trade secrets, methods, reports, records, computer software, designs, drawings, documents and other materials provided under this Agreement. Customer will not disclose or permit access to Confidential Information to any third party without the consent of JLL, and only if such person has a legitimate need to know the Confidential

Information to permit Customer to perform the Services. Customer will require that any such third party be subject to confidentiality obligations no less stringent than those set forth herein. Each party will return all Confidential Information promptly after completion of the Services or upon such party's request.

10.2 Aggregate Data. Notwithstanding the foregoing, Customer hereby grants JLL a non-exclusive, perpetual, irrevocable, royalty-free license to Aggregated Data. JLL may monitor Customer's (and Customer's authorized users') use of the Services and use data and information related to such use, in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Data**"), which will not be considered Confidential Information. All right, title and interest in the Aggregated Data and all related intellectual property rights, belong thereto and are retained solely by JLL. Customer agrees that JLL may compile Aggregated Data based on data provided by or on behalf of Customer or any information input by Customer's authorized user of the Services, and Customer agrees that JLL may use Aggregate Data to the extent and in the manner permitted by applicable law or regulation.

10.3 Privacy and Security of Personal Data. JLL will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of Customer Data, consistent with what JLL supplies generally to its other users. JLL's privacy policy is available at <https://www.us.jll.com/en/privacy-statement> Privacy Policy and JLL's Data Privacy Addendum is available at <https://www.jllt.com/legal-agreements/> ("**Data Privacy Addendum**"), or other replacement location as provided upon request by JLL. JLL does not guaranty the privacy, security, integrity, or authenticity of any third party technology Products, or any information transmitted over or stored in any system connected to or accessible via the Internet. Each Party will, to the extent applicable with respect to personal information as defined under applicable Laws, comply with, to the extent applicable, (i) all applicable laws relating to data privacy of any state within the United States; (ii) the European Union ("**EU**") General Data Protection Regulation 2016/679 ("**GDPR**") and the Laws of the individual EU member states implementing GDPR with respect to personal data as defined under the GDPR, and (iii) data protection laws of countries outside the EU and US to the extent expressly identified in a Statement of Work, in each case as relevant to the Services and activities provided thereunder. Notwithstanding anything to the contrary, Customer represents and warrants that it will obtain and maintain all consents as required from each Customer authorized user and data subject, prior to such personal information or other information being disclosed to JLL (through the use of the Services or otherwise) and Customer is expressly authorizing all other activities contemplated in this Agreement (and any relevant data privacy agreement between the Parties) and in the applicable Statement of Work, including, but not limited to the collection, disclosure, and use of all information provided to JLL by Customer.

11. TERM AND TERMINATION OF AGREEMENT.

11.1 This Agreement will commence on the Effective Date and remain in full force and effect for a period of **[3]** years unless terminated in accordance with this Section 11 (the "**Term**").

11.2 Either party may terminate this Agreement, or any Statement of Work entered into hereunder, (a) immediately upon a material breach by the other party that remains uncured for 30 days or (b) immediately for a breach that cannot reasonably be cured.

12. MISCELLANEOUS.

12.1 No Waiver. Failure of either party at any time to require performance by the other party of any provision hereof will in no way affect the full right to require such performance at any time thereafter, nor will the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

12.2 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable under applicable law, this Agreement will be considered divisible as to such provision and such provision will thereafter be inoperative, provided however, the remaining provisions of this Agreement will be valid and binding.

- 12.3 Survival.** The Insurance, Indemnification, Confidentiality and Limitation of Liability sections will survive the expiration or termination of this Agreement, as well as any other provisions which, by their nature, are intended to survive termination of this Agreement.
- 12.4 Notices.** Any information or notices required to be given under this Agreement must be in writing and delivered either by: (i) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice will be deemed delivered when received. All notices should be addressed as follows:

For JLL:	For Customer: Enter Customer Name
Jones Lang LaSalle Limited	
30 Warwick Street	
London W1B 5NH	
Attn: JLLT - General Counsel	Attn:
With copy to: JLLTLegal@am.jll.com	

- 12.5 Governing Law.** This Agreement will be governed and interpreted under the laws of the England and Wales and disputes will be referred to courts in London.
- 12.6 Entire Agreement.** This Agreement constitutes the entire agreement between Customer and JLL with respect to the Services and supersedes all prior negotiations, communications, representations or agreements, whether oral or written, except to the extent they are expressly incorporated herein. All exhibits and attachments hereto are incorporated into and made a part of this Agreement. If Customer's purchase orders, JLL's work orders or statements of work, proposals, invoices, or other similar documents, are governed by this Agreement, then any standardized terms and conditions included in or annexed to those documents will be void and have no effect, and the terms and conditions of this Agreement will prevail. Hand-written terms and conditions provided by Customer will have no force or effect. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement will be effective unless in writing and signed by the respective parties hereto.
- 12.7 Relationship of the Parties.** Neither this Agreement nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship or as granting a franchise. Neither party will attempt to, or will have the right to, legally obligate the other party.
- 12.8 Non-Exclusive.** JLL and Customer each acknowledge and agree that the rights granted to each other in this Agreement are granted on a non-exclusive basis, and that nothing in this Agreement prevents either party from entering into similar agreements with third parties at any the at the sole discretion of each party.
- 12.9 IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Jones Lang LaSalle [Limited] (JLL)	CUSTOMER: Enter Customer Name
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 1 – INSURANCE REQUIREMENTS

1. EACH PARTY SHALL EVIDENCE AT LEAST THE FOLLOWING MINIMUM INSURANCE COVERAGE, PROVIDED THAT THE AMOUNTS LISTED BELOW WILL NOT ACT AS A LIMITATION ON RECOVERY FROM JLL'S INSURANCE.

1.1 Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 00 01 04 13 or another "occurrence" form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

1.1.1 £1,000,000 Per Occurrence Limit

1.1.2 £2,000,000 General Aggregate Limit

This coverage shall be primary to JLL's coverage, and JLL's coverage shall be noncontributory.

1.2 Excess or Umbrella Liability

JLL shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' liability, and Commercial Automobile Liability insurance with the minimum limits equal to £1,000,000 each occurrence and £1,000,000 annual aggregate. **1.3** Worker's Compensation - Statutory Limits

1.4 Employers' Liability

With minimum liability limits of £1,000,000 bodily injury by accident each accident, £1,000,000 bodily injury by disease policy limit, and £1,000,000 bodily injury each employee.

1.5 Commercial Automobile Liability

1.2.1 Combined Single Limit - £1,000,000 per accident.

1.2.2 Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

1.6 Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Client or JLL Property.

1.7 Errors and Omissions Liability (applicable to all Professional Services)

JLL shall provide Liability limits of at least £1,000,000 per claim and £1,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the Agreement.

1.8 Cyber Liability

Cyber Liability including media, privacy, and network security liability, in the amount of £1,000,000 per claim and £1,000,000 in the aggregate.

EXHIBIT C – General Terms and Conditions

DISRUPTIVE TECHNOLOGIES RESEARCH AS GENERAL TERMS AND CONDITIONS

1. FIELD OF APPLICATION

Unless otherwise specifically expressed or agreed to in writing, these General Terms and Conditions (“Conditions”) of Disruptive Technologies Research AS, Strandveien 17, 1366 Lysaker, Norway (hereafter “DT”) shall apply to any delivery of Products or Services from DT to the Customer, and otherwise to any commercial relationship to which the parties agree in writing or otherwise that these Conditions shall apply. The objects, services and licenses to be supplied under these Conditions are hereinafter referred to as the “Products” or “Services”.

These Conditions shall be applicable as soon as the Customer issues orders in whatever form (“Purchase Orders”) for Products or Services from DT, and constitute an integral part of any agreement between DT and the Customer (“Contract”). In the event that the Customer has own general conditions, including without limitation clauses contained or referred to in Purchase Orders issued by the Customer, only DT’s General Terms and Conditions shall apply.

DT may make changes or modifications to these Conditions from time to time (“Modification”). Customer will be duly notified of a Modification by DT. Unless the Customer objects in writing to the Modification within thirty (30) days from the date of first notice of any such Modification, the Customer is deemed having accepted the Modification. The Modification will in such case apply as of the expiry of the thirty (30) days’ notice period to all existing Contracts between the Customer and DT, and to future Purchase Orders.

2. USE OF PRODUCTS AND SERVICES

2.1 Permitted Use; End Users

Customer guarantees that its use of the Products or Services, including without limitation their incorporation into Customer’s applications and/or products, and the use made thereof by the End Users shall not be in breach of this Contract (including without limitation any license terms referred to in the Contract), of any applicable laws (including without limitation environmental laws such as regulations on electronic waste governing the disposal of the Products), nor of any right (including without limitation intellectual property rights, property rights, personal rights and privacy rights) of DT, its Affiliates or any third party (“Rights”). “End User” means a person or entity to which the Customer, directly or indirectly, has sold, rented out or otherwise made available the Products and/or Services. “Affiliate” means any legal entity which controls, is controlled by, or is under common control with DT, whereas an entity is deemed to “control” another if it owns directly or indirectly at least fifty per cent of the shares or interests entitled to vote.

If and to the extent the Customer's or the End Users' use of the Products and Services infringes any Rights, the Customer shall indemnify and hold DT and its Affiliates harmless from and against any and all related claims made by any third parties and all other damages, losses, costs or expenses incurred by DT or its Affiliates, except where such infringement is exclusively due to Customer's, respectively the End Users' following the explicit instructions and guidelines of DT for use of the Products or Services.

Nothing in this Contract shall be construed as creating a contractual relationship between DT and the End Users. DT's sole responsibility in respect of the End Users is to make the Products and Services available to the Customer for selling or renting to the End Users, and any claim, complaint or request from the End Users in relation to the Products and Services shall under no circumstances be directed from the End Users to DT. Customer shall indemnify and hold harmless DT and its Affiliates against any and all claims presented directly from End Users to DT, regardless of the legal grounds thereof including without limitation claims based on statutory liability of DT towards End Users such as claims relating to product liability.

2.2 Excluded third parties

The Customer guarantees not to offer or otherwise make available the Products and Services to any third parties which are (i) located outside of the US/CAN/EU/EEC/UK (ii) subject to sanctions, export control or regulatory prohibitions, or (iii) otherwise specified in writing by DT. Note: DT sensors and Cloud Connectors sold in US/CAN and EU/EEC/UK are unique products with unique SKUs.

3. PURCHASE, PAYMENT AND DELIVERY

3.1 Orders, Lead Time

The Customer shall in its Purchase Order indicate to DT which types and quantities of Products or Services they intend to purchase. In its confirmation of the Purchase Order ("Order Confirmation"), DT will inform the Customer about the applicable Lead Time and delivery date. "Lead Time" means the cumulative number of days lead time from the receipt of the Purchase Order until the Products are shipped from DT to Customer. Furthermore, the Customer may be required to provide volume forecasts to DT in order to improve Lead Time projections.

3.2 Minimum Subscription Period

Unless otherwise agreed in writing, the Customer must purchase all Products together with a subscription for the corresponding Services ("Subscription") for a minimum subscription period of 12 months, starting at the time of delivery of the Products, cf. Clause 3.3 below ("Minimum Subscription Period").

Upon expiry of the Minimum Subscription Period, the Subscription for the Service will automatically be renewed for successive one (1) year periods thereafter (each an "Annual

Subscription”) until and unless either party provides the other party with written notice at least two (2) months prior to the end of the Annual Subscription or Minimum Subscription Period (“Termination of Service”). DT undertakes to notify the Customer of forthcoming automatic Annual Subscription renewals three (3) months prior to expiry. For the avoidance of doubt, the renewal of the Subscription only concerns the Services and does not include an extension of the Product Warranty, cf. Clause 5.2 below.

3.3 Delivery

Unless otherwise set forth in the Order Confirmation, delivery shall be made FCA, Free Carrier (in accordance with INCOTERMS 2010) at the time and place set out in the Order Confirmation. Unless explicitly instructed otherwise by the Customer in the Purchase Order and confirmed by DT in the Order Confirmation, DT will pack and mark the Products properly, arrange for the shipment of the Products and invoice the Customer for the associated shipment cost.

3.4 Variations of the delivery date

If the delivery date in an Order Confirmation is less than six months after issuance of the Order Confirmation, the Customer is not entitled to request variations to its Purchase Order.

If the delivery date in an Order Confirmation is more than six months after issuance of the Order Confirmation, the Customer has the right to request in writing to postpone the requested delivery date of the Products and Services by up to six months, provided that such variation is confirmed by DT no later than six months prior to the delivery date set out in the Order Confirmation. Such variation may not be for less than 30 calendar days.

3.5 Terms of payment

The Customer shall be invoiced for the Product price (where applicable, including the fee for the Minimum Subscription Period) in one installment upon delivery of the Products, cf. Clause 3.3 above.

For each successive Annual Subscription Period according to Clause 3.2 above, the Customer shall be invoiced for the corresponding Subscription price in advance and in one installment for the entire new Annual Subscription Period, latest 45 days prior to the expiry of the previous Annual Subscription Period or the Minimum Subscription Period.

Customer shall pay all invoices not later than 30 days following the invoice date. Any amount not paid when due shall bear a late payment charge until paid, at the rate of 1.5% per month or, if lesser, the maximum amount permitted by law. In case of late payment DT may, after having notified the Customer in writing, at its sole discretion reduce or suspend the performance of any Services to the Customer until the overdue amount is paid.

The Customer undertakes to make payments by the payment routine(s) or method(s) advised by DT. Whatever the means of payment used, payment shall not be deemed to have been effected before DT’s account has been fully and irrevocably credited.

3.6 Prices and price adjustment

Prices are according to the DT Price Lists made available to the Customer, prevailing on the date on which the Purchase Order is received by DT. Upon renewal of the Subscription of the Service (cf. Clause 3.2), the price for the Annual Subscription will automatically be adjusted to the price level that is applicable for the aggregated number of active Customer Subscriptions at that point in time.

DT may modify its price list for Products at any time. Prices for Services can be adapted once every year, effective from 1st January of each calendar year whereas DT will publish the new price list by 30 September of the previous year. The adjusted prices for Services will apply to renewed Subscriptions as of renewal date.

DT may apply different price categories depending on intended use of the Products and Services, such as reporting frequency, bandwidth, environment of use, or similar circumstances that may affect production costs or performance. In the event the actual use by the Customer exceeds the use comprised in the applicable price category, DT reserves the right to automatically move the Customer into the price category that reflects the actual use of Products and Service. The Customer will be notified of such change and from when it will apply.

All prices are exclusive of Taxes, and Customer shall be responsible for all Taxes relating to the Customer's purchase of the Products and Services hereunder. "Taxes" means any customs, duties, tariffs, and excise, sales, use, or value added taxes. Notwithstanding the foregoing, Customer shall not be responsible for Taxes to the extent that such Taxes are based on DT's net income.

4. PROPRIETARY RIGHTS

4.1 Right to Customer's data

The Customer shall have all rights to any data and information accumulated through the Customer's and its End User's use of the Services ("Data"). However, the Customer grants to DT an irrevocable, perpetual and worldwide right to use the Data (provided such Data is sufficiently anonymized and/or aggregated by DT so that the Customer or its End Users are in no circumstances identifiable) in accordance with the terms set out herein, and always subject to obligations of confidentiality and protection of Customer's valuable trade secrets. Such anonymized and/or aggregated Data may be shared by DT with third parties, and may be exploited for the purpose of further development of the Products and Services and for statistical and commercial purposes.

The Customer furthermore acknowledges and approves that DT personnel may be given automatic access to the Customer's Service account and to Data available therein in order to carry out necessary Customer support

4.2 Intellectual property rights

As between DT and Customer, and subject to Clause 4.3 below, DT and its Affiliates, licensors, successors and assigns (where applicable), retain sole and exclusive ownership of all associated intellectual property rights, including without limitation all patent, trademark, copyright, and other proprietary rights in and to the Products and Connection Services, and their manufacturing and design (the "DT Intellectual Property"). DT hereby grants Customer a limited, nonexclusive license to use the DT Intellectual Property to the extent required for the use of the Products and Services as permitted under this Contract. Any other use of the DT Intellectual Property is prohibited.

The Customer acknowledges that DT Intellectual Property contains DT's valuable trade secrets and is protected by applicable laws.

To the extent any intellectual property rights in relation to the Products or Services for whatever reason should vest in Customer, Customer hereby assigns, transfers, and conveys to DT, all of the Customer's right, title, and interest in and to such intellectual property rights. The Customer further agrees to execute and deliver any applications, assignments, and other documents, and take such other action under applicable law, as DT may reasonably request in order to fully vest DT's rights in such intellectual property rights.

In the event the Parties agree on collaborating with the specific goal of developing new intellectual property, the terms for such collaboration and intellectual property ownership are subject to separate agreement.

If and to the extent Customer wants to certify any of the Products for a specific purpose, or generally according to industry or technical standards, its production process or the like, DT shall be informed and shall have the right to consent to Customer initiating or completing such process, consent not to be unreasonably or untimely withheld. DT may put as a condition for giving its consent that it is given access to and right/benefit of use for any purpose whatsoever (including re-sale) of all documentation, procedures and certifications obtained at no charge.

4.3 Open Source Elements

The Products and Services may contain elements (such as software) developed by third parties and published under Open Source license terms (the "Open Source Elements"). DT provides Customer with a list of such Open Source Elements and the applicable license terms upon request. DT is not the owner of the intellectual property rights regarding the Open Source Elements, and the use thereof by the Customer shall be governed by the applicable Open Source license terms. The Customer shall at all times comply with such Open Source license terms.

4.4 Infringement of third party intellectual property rights

DT will indemnify and hold Customer harmless against any and all liability, damages, losses, costs, or expenses ("Liability") resulting from any third-party claims made or suits brought

against Customer to the extent such Liability arises from DT knowingly having infringed the patent, copyright, trademark, trade secret, or other proprietary right of any third party.

If a Product or Service or part thereof is, or, in the opinion of DT, could become the subject of a lawsuit regarding infringement of third party rights, DT may choose to

- a) provide the Customer with the right to use the Product or Service exempt from any liability,
- b) replace the Product or Service with another one, which fulfills the essential contractual properties,
- c) modify the Product or Service in such a way that it no longer infringes on the rights of any third party, or
- d) if none of the aforementioned choices can be implemented with economically reasonable efforts, take back the Product and refund the price paid pro rata, based on linear depreciation over five years, respectively terminate the Service and refund any fees paid in advance. This shall be Customer's sole and exclusive remedy, and any other warranty of DT for non-infringement of third party rights is herewith excluded.

5. DELAY, WARRANTY AGAINST DEFECTS, LIABILITY AND INDEMNITY

5.1. Delay by the Supplier in the delivery of Products

If delivery of the Products has not taken place within the time of delivery set out in the Order Confirmation, the Customer has the right to liquidated damages in an amount equal to 0.05% of the price payable for the delayed Products per calendar day until delivery occurs, but only to the extent the Customer can substantiate that it has itself suffered a delay or loss due to DT's delay. DT's liability for any and all damages due to late delivery is limited to liquidated damages in the maximum amount of 5% of the price payable for the delayed Products.

5.2. Product Warranty

DT warrants for a period of 1 (one) year ("Product Warranty") from delivery date that the Products conform to the specifications in the Product datasheets on the date of the Order Confirmation ("Specifications"). If the parties have agreed on a Minimum Subscription Period of 2 or more years, the Product Warranty shall be 2 (two) years.

The Customer shall examine the Products upon delivery. If any defects are found, the Customer shall notify DT thereof in writing without undue delay thereafter, providing reasonable details of the nature and the circumstances of the defect.

If any Products do not conform to the Specifications and the Customer notifies DT thereof during the Product Warranty period stated above, DT shall within reasonable time remedy the defects. DT may alternatively choose to make new and substituting delivery of the defective Products.

If DT chooses to repair the defective Products under the Product Warranty, DT shall advise the Customer of the applicable return procedures and shall cover the reasonable transportation costs for the return of any defective Products from the Customer's place of business (as stated in the Purchase Order) to the place where the repair shall take place.

Under no circumstances whatsoever shall DT be liable for any costs relating to return of Products from the End Users.

For the avoidance of doubt, the Product Warranty does not apply in the following cases

- a) Wrongful or improper use by Customer: Defects caused by wrongful or improper use, lack of or wrongful maintenance or any repair undertaken without the prior consent of DT, of the Products by the Customer or the End Users. Wrongful or improper use means use that deviates from the user instructions provided to the Customer by DT from time to time, either through Product datasheets or other written or oral communication, including but not limited to excessive use beyond default use or by applying settings other than defined in the relevant documentation provided by DT (relating to battery lifetime, radio range or the like) or by not complying with any other routines, instructions, procedures and guidelines for the utilization of the Products; or**
- b) Change of technology risk: Necessary adjustments to or replacements of the Products due to regulatory changes, new technology standards and protocols, or other circumstances outside the control of DT which may impair the usability of the Products; or**
- c) Development risk: If the product could not have been considered defective based on appropriate testing according to the scientific and technical knowledge available at the time when the product was put into circulation; or**
- d) Pre-RTM-Products: In the event DT makes available certain Products to the Customer before their official Release to Market ("Pre-RTM-Products"), Customer expressly acknowledges and agrees that Pre-RTM-Products are not yet fully tested, may not perform as expected, for example generate erroneous results, and may present flaws. To the extent such Pre-RTM-Products are marked with the CE marking, DT solely warrants that the Products conform with health, safety, and environmental protection standards for products sold within the European Economic Area (EEA) and UK. Except for the foregoing, any warranty for Pre-RTM-Products is excluded to the largest extent permitted under applicable law, Customer expressly agrees that Pre-RTM-Products are made available on an "as is" basis and that Customer shall use the Pre-RTM-Products at his own risk.**

5.3 No other remedies for defects or delays

The rights and remedies set out in Clauses 5.1 and 5.2 represent the sole remedies available to the Customer in the event of defects or delays to the Products and/or the Services.

5.4 Liability

The liability of the parties shall be unlimited (i) for damages caused by gross negligence or willful misconduct, (ii) for death or bodily injury, (iii) in case mandatory law provides for an unlimited liability, (iv) for breach of a guarantee given in this Agreement (which does, for the avoidance of doubt, not include DT's Product Warranty obligations under Clause 5.2 above nor the so-called Uptime Guarantee under Clause 7.3 below) and (v) subject to clause 5.5 below, where this Agreement provides for an "indemnity" or an obligation to "indemnify".

Subject to the foregoing paragraph, in no event shall DT and its Affiliates (or its officers, directors, shareholders, employees, or agents and their respective Affiliates) be liable to the Customer and its Affiliates for any special, indirect, reliance, incidental, or consequential damages, including but not limited to third-party claims, loss of data, loss of revenue, loss of profits, loss of goodwill (whether such losses are deemed direct or indirect losses by applicable law), nor for any other indirect, special, punitive or other consequential losses of any nature, even if DT has been advised of the possibility of such damages.

Always subject to the first paragraph of this Clause 5.4, DT's cumulative and maximum aggregate liability to the Customer arising out of or relating to or in connection with any Purchase Order(s) or the Products or Services delivered thereunder, whether so arising by virtue of termination, breach of contract, negligence, strict liability or otherwise at law, shall be limited to an amount equivalent to 100% of the price paid by Customer under the relevant Purchase Order.

5.5 Indemnity

Where these Conditions provide for an "indemnity" or an obligation to "indemnify", the Parties' respective duties of indemnification shall apply only if: (i) the Party seeking indemnification (the "Indemnified Party") notifies the other Party (the "Indemnifying Party") in writing of the claim without undue delay after the Indemnified Party becomes aware thereof, (ii) the Indemnified Party permits the Indemnifying Party solely to defend, compromise, or settle the claim, and (iii) the Indemnified Party provides all available information, assistance, and authority to enable the Indemnifying Party to do so. The failure of the Indemnified Party to deliver notice to the Indemnifying Party after the commencement of any such action, if prejudicial to the Indemnifying Party's ability to defend such action, shall relieve the Indemnifying Party of any excess liability to the Indemnified Party caused by the failure to notify at the correct time.

6. TERMINATION FOR CAUSE

Either party shall be entitled to terminate the Contract without liability at any time if (i) the other party becomes insolvent or (ii) the other party fails to cure its material breach of one or more provisions of these Conditions within thirty (30) business days following its receipt of written notice of such breach from the non-breaching Party. Non-payment of undisputed invoices by Customer shall always be considered a material breach of this Contract.

7. SPECIAL PROVISIONS FOR CLOUD SERVICES

7.1. Applicability

The provisions of this section 7 shall apply for the use of DT's Cloud Services . "Cloud Services" do not cover any underlying infrastructure, network or other non-cloud related services required to access and use the Services, such as mobile communication services or radio link between the wireless nodes and cloud connector and the global internet connection.

7.2. Subcontracting

DT is entitled to freely assign or subcontract the role as Cloud Services operator to a third party, in which event DT shall remain liable for the performance of the Cloud Services by such third party.

7.3 Uptime Guarantee

DT shall use commercially reasonable efforts to ensure a minimum average uptime percentage for Cloud Services of 99.5% ("Uptime Guarantee").

Average uptime percentage means aggregated minutes of uptime experienced in a calendar month divided by the number of minutes in the relevant calendar month (44,640 for January, March, May, July, August, October and December, 43,200 for April, June, September and November and 40,320 or 41,760 (as relevant) for February).

Penalties will accrue according to the table below under the circumstances that the Uptime Guarantee is breached. The Customer must notify DT in writing within 30 days of experiencing the breach and must supply evidence of breach.

Penalties are credited on next month's billing. DT's liability for breaches of the Uptime Guarantee is limited to the accrued penalties, which shall be the Customer's sole and exclusive remedy.

Average Uptime Percentage	Claimable Discount on monthly fee
99.0% to < 99.5%	10%
95.0% to < 99.0%	25%
< 95.0%	50%

7.4 Exclusions

The Uptime Guarantee does not apply under any of the current circumstances:

- a) Agreed upon suspension of the Cloud Services.
- b) Planned maintenance by DT, provided however that the Customer is given at least three (3) calendar days written notice. If maintenance is required due to security concerns or upon instruction by competent authorities, maintenance can be performed without prior notice being served.
- c) Latency due to Cloud Services being unreachable or not delivering data for a period of two (2) consecutive minutes or less.
- d) Errors caused by factors outside the reasonable control of DT or DT's subcontractors.
- e) Errors caused by Customer and/or third parties the Customer is responsible for, including but not limited to its End Users.

7.5 API Usage, Limitations and Deprecation

DT grants the Customer a limited, non-exclusive, non-sublicensable, non-transferable license under DT's intellectual property rights to use the DT application programming interface ("DT API") for the purpose of developing and implementing customer-specific software solutions, products and applications integrating with DT's Products and Services.

a) **Rate limits:** Rate-limiting may be applied to traffic to avoid service disruption for other API users. Rate-limits are observable through the API, and the Customer should develop their own software with rate limit handling in mind. The Customer must not attempt to exceed or circumvent limitations on access, calls and use of the DT API, or otherwise use the DT API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this Contract or the API Documentation.

b) **Quota:** DT may, in its sole discretion, set a quota on the Customer's DT API usage based on, among other things, the total number of Things (ie. Sensors and Cloud Connectors) of the accounts under management by the API Access. Usage beyond these quotas may be charged by DT to the billing account associated with the API Access in accordance with applicable price schedules.

c) **Deprecation:** The DT API is constantly evolving and will have irregular changes, including backwards incompatible ones. API changes that break backwards compatibility will be introduced as a new API version. New API versions will go through a beta period of stabilization and testing before being marked as final. During the beta window, the version number will end in ".beta" to indicate that changes might still be applied to the API, and that it should not be used in a production setting. The exclusion of Product Warranty under Clause 5.2.b) shall apply to such beta versions.

DT will give notice to the Customer in due course before removing deprecated API versions. DT offers no guarantees, but will make commercially reasonable efforts to make APIs backwards compatible within major version releases. The replacement version will be available and production ready at time of deprecation at the latest.

7.6 Security

DT undertakes to implement security procedures to protect the Cloud Services from security attacks. Notwithstanding, DT does not warrant that the security procedures are error-free or unbreachable, nor that transmissions of Customer's or its End User's data is always secure, nor that unauthorized third parties will never be able to defeat DT's or DT's third party provider's security.

The Customer is responsible for assessing and implementing adequate measures, including but not limited to backup procedures, to ensure sufficient protection of own or End User data and to be prepared to conduct their business without access to the Cloud Services. Furthermore, the Customer is solely responsible for maintaining the security of the Customer's and its End User's Cloud Service account, such as safekeeping of passwords and usernames.

The Customer must ensure that no viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data, is transmitted to the Cloud Services. The Customer shall regularly monitor its adherence to this obligation and shall immediately notify DT in writing if there is evidence or a significant risk that this obligation can no longer be met, in which case the Customer must either cease processing or immediately take other reasonable and appropriate steps to remediate such failure to provide adequate level of protection.

8. GENERAL PROVISIONS

8.1 Severability

The provisions of this Contract are severable and if any of the provisions hereof are held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Contract shall remain binding and enforceable by and between the Parties. No waiver of any portion of this Contract shall be effective unless in writing signed by the waiving Party.

8.2 Notices

Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by a Party pursuant to the terms of the Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) on the next business day after timely delivery to an overnight courier, (c) on the third business day after deposit in the Norwegian mail (certified or registered mail return receipt requested, postage prepaid), and (d) upon confirmation of receipt by e-mail, in each case addressed to the Party at such Party's address as set forth on the cover page to the Agreement or as subsequently modified by written notice.

8.3 Independent Contractor Status.

The parties are independent contractors under this Contract, and nothing herein shall be construed to create a partnership, joint venture, employer/employee, or agency relationship between the parties. Neither party shall have any authority to enter into agreements of any kind on behalf of the other party and shall not have the power or authority to bind or obligate the other party in any manner to any third party. Each party agrees to not represent itself as a partner, joint venture, agent, employer, employee, or general representative of the other party or to make any representations on the other party's behalf.

8.4 Force Majeure

"Force Majeure" means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Purchase Order and could not reasonably have avoided or overcome it or its consequences. Neither of the parties shall be considered to be in default in performance of its obligations under the Purchase Order to the extent such performance has been

prevented by a Force Majeure event, and the Customer shall not be entitled to liquidated damages if the delay is caused by a Force Majeure event.

The party invoking Force Majeure shall notify the other party in writing without undue delay on the intervention and on the cessation of such circumstance. The party invoking Force Majeure is under an obligation to take all reasonable means to limit the effect of the impediment or event invoked upon performance of its contractual duties.

If the performance under the Purchase Order is suspended under this Clause 8.4 for more than six (60) days, either party shall be entitled to terminate the Contract by written notice to the other party.

8.5 Privacy and Data Protection

To the extent the Customer makes available to DT any information that directly or indirectly identifies a natural person ("Personal Data"), the Customer guarantees to comply with all privacy, data security, and data protection laws, directives, regulations and rules in any applicable jurisdiction. The Parties agree that DT shall normally not be required to process any Personal Data (for example of End Users) on behalf of the Customer in the course of the provision of the Services. In the event the Customer intends to use DT to process Personal Data on Customer's behalf in connection with the Services, the Customer must inform DT thereof in advance in writing, and the Parties shall then enter into a separate Data Processing Agreement.

8.6 Confidentiality

Each Party shall keep confidential and shall not, without prior written permission from the other Party, disclose Confidential Information of the other party to a third party or use it for any purpose other than the performance of its obligations under this Contract. "Confidential Information" shall mean any information related to the Contract that has been identified as confidential or that can reasonably be understood to be confidential. All of DT's Intellectual Property, professional secrets and all other documents, offers, descriptions, specifications, drawings, procedures, models, etc. which the Customer has received or obtained from DT or someone acting on its behalf shall be regarded as Confidential Information. Irrespective of what is provided elsewhere herein, the Customer is liable for any losses suffered by DT as a consequence of breach of this Clause.

The restrictions set out in this Clause shall not prevent disclosure of information required pursuant due to mandatory law or required pursuant to regulation given by any competent stock exchange. To the extent possible, the disclosing party shall notify the other party prior to the making of such disclosure. Furthermore, nothing in this Clause 8.6 or these Conditions shall prevent DT from using Customer's identity and logo on the DT website or other forms of media to promote the Products and Services and the business of DT for the duration of the Agreement. Any press releases concerning the cooperation between the parties shall require the consent of both parties, such consent not to be unreasonably withheld. Applicability of this Clause shall survive any termination of this Contract. The rights and obligations of the parties under this Clause 8.6 shall remain in full force and effect for two (2) years after the expiry or termination of the Contract; provided that with

respect to confidential information that constitutes a trade secret under applicable law, such rights and obligations shall remain in force for an undetermined period.

8.7 Assignment.

Except as may be expressly set forth herein, neither Party shall assign, delegate, sublicense, or transfer its rights or obligations under this Contract, in whole or in part, including also by merger or demergers, without the other Party's prior written consent, provided however that DT shall be entitled to assign all its rights and obligations pursuant to this Contract to a successor to its business which expressly agrees to assume DT's obligations hereunder, whether by a merger, a sale of all or substantially all of its assets, or otherwise.

8.8 Governing law and disputes

This Contract and all questions concerning the validity, operation, interpretation, and construction of the Contract will be governed by and determined in accordance with the substantive laws of Norway without regard to its conflicts of law provisions.

Any controversy or claim arising out of, or relating to, any provisions of this Contract, or breach thereof, shall be referred for resolution to Customer's Chief Executive Officer, or his or her designee, and to DT Chief Executive Officer, or his or her designee. If the Parties' respective officers, or their designees cannot reach a resolution of the dispute within thirty (30) days, disputes from US/CAN will be settled by the ordinary courts in the state of Georgia with Fulton County as agreed exclusive venue and disputes in EU/EEC/UK shall be finally settled by the ordinary courts in Norway with Bergen district court as agreed exclusive venue.

venue.