



General Conditions Of Anda Cloud As A Service

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1. GENERAL PROVISIONS

1.1

Definitions

The Customer

The purchaser of the Product.

The Supplier

Provides the services described in the contract.

Contract

Shall mean the Special Terms of the Contract and these General Conditions of Sales, as well as any other appendixes and agreed amendments or variations to said documents.

Contract Price

Shall mean the Original Contract Price as set out in the Special Terms of the Contract, plus any increase or minus any decrease due to adjustments under the contract.

Written Communications

Approved written communication methods are email or letter, sent to the correct person. Text messages, handwritten notes, or other forms of written communication are not accepted in this contract.

The Product

Shall mean Anda Cloud, an IoT-solution (Internet of Things-solution)

Office Hours

Shall mean Monday to Friday between 08.00 and 16.00.

Support

Shall mean assistance in the use of the Product and guidance relating to the reports delivered by the Product.

1.2

Interpretation - ranking

In the event of any conflict between the provisions of this Contract, the various contract documents shall be given priority in the following order:

- a) The Special Terms of the Contract
- b) These General Conditions of Anda Cloud
- c) All other Appendixes to the Contract listed in the Special Terms of the Contract.

2. THE PARTIES' OVERALL RESPONSIBILITY

2.1

The Supplier's responsibility for the service

The Supplier is responsible for ensuring that the service delivered is in accordance with this Agreement.

The Supplier shall deliver the Product over the internet.

The Supplier shall give Support during Office hours.

2.2

The Customer's participation responsibility

The Customer shall contribute to facilitating the Supplier's performance of its duties under this Agreement.

The Customer is responsible to make sure that the Customer's system can communicate with the Product. The supplier can assist the Customer with integration system at an extra cost.

The Customer is responsible for all physical inspections of equipment and facilities to make sure the Product can run optimally.

The Customer is responsible to review status reports and take necessary action.

If the Customer wishes the reports to be sent to the Supplier, the Customer must ensure that the Product is connected to Internet at all times.

3. DOCUMENTATION AND TRAINING

Unless otherwise agreed in the special terms of the contract, the Customer shall, as part of the agreed consideration for the Service, be provided with, or given electronic access to, such standard product descriptions, user manuals and other documentation as the Supplier usually includes on sale of the Service.

The Supplier will assist with the necessary training of one of the Customer's personnel, to the extent that this is agreed in advance. Prices for any training will be stated in the special terms of the contract.

4. UPGRADING/MAINTENANCE OF THE SERVICE AFTER THE DELIVERY DATE

Standard upgrades and general maintenance of the service are included in the consideration unless specified.

5. FURTHER DEVELOPMENT AFTER THE DELIVERY DATE

The Supplier may make adjustments and further development of the Product.

The Customer may order further development of the services provided by the Supplier. The consideration for this further development will be payable based on the time spent, at the hourly rates applicable at the Supplier. The parties will agree on approval criteria and a progress plan for this development. Any special approval testing requirements for this further development, as well as the progress plan, will be stated in a separate agreement, or appendix.

6. CONSIDERATION AND TERMS OF PAYMENT

6.1

Consideration

All prices and conditions for the consideration to be paid by the Customer for the Supplier's services, including prices for any third-party deliverables included in the service, are specified in the special terms of the contract.

Unless otherwise specified, all prices are stated excluding value added tax, but including customs duties and any other indirect taxes.

All prices are stated in Norwegian kroner (NOK) unless otherwise specified.

The Supplier reserves the right to conduct an audit of the Customer's use of the service, to verify that the consideration paid is in accordance with the Agreement in terms of the

number of users/locations or similar conditions. Reasonable notice of such audits must be given, and they will be conducted with the least possible inconvenience to the Customer.

6.2

Invoicing date and terms of payment

Ongoing consideration will fall due for payment fifteen (15) calendar days after the invoice date.

6.3

Late payment interest

If the Customer does not pay at the agreed time, the Supplier may claim interest on the amount which has fallen due for payment, in accordance with Act no. 100 of 17 December 1976 concerning interest on late payments, etc. (the Norwegian Interest Act).

6.4

Price adjustments

The Supplier's prices may be adjusted at the beginning of each calendar year by an amount equivalent to the increase in the retail price index (the main index) of Statistics Norway, with the initial reference index value being the index value for the month in which the Agreement was signed, unless a different index value is agreed.

The Supplier's prices may also be adjusted to the extent that rules or administrative decisions pertaining to public taxes are amended in a way that affects the consideration or costs of the Supplier. In such case, the Supplier must notify the Customer of this. The price changes must be documented and will apply as from the Customer's receipt of notice of the price changes.

7. DURATION

7.1

Duration

The Agreement enters into force on the date on which it is signed by the parties.

The duration will be stated in the special terms of the contract.

The Agreement shall thereafter be renewed automatically for a term of one (1) year at a time unless the Customer terminates the Agreement by giving three (3) months' notice prior to the renewal date. The Supplier may terminate the Agreement by giving three (3) months' notice prior to the renewal date.

7.2

Termination of the Agreement

The notice period runs from the date of the notice of termination, annulment or cancellation until the Agreement expires.

The service will remain in force during the notice period, irrespective of the reason for termination.

The Supplier will be obliged to facilitate the transfer of the following to the Customer, or to a third party designated by the Customer:

1. The Customer's data, including the back-up copies of the Customer's data that the Customer requires, including data structures and associated metadata for the Customer to be able to easily continue to utilize the data.
2. Other contracts administered by the Supplier on behalf of the Customer.
3. Any overview of external and internal users linked to the Customer's solution, as maintained by the Supplier on behalf of the Customer.
4. All other data and material that belongs to the Customer.

The Customer shall pay consideration for the aforementioned services, in accordance with the Supplier's at all times hourly rates. If the Customer requires any services in addition thereto, the price calculation shall be in line with the general price level in the overall Agreement. Nevertheless, the Customer shall not pay such consideration as described in this clause if the expiry of the Agreement was due to material breach of contract on the part of the Supplier.

The Supplier shall under no circumstances have the right to withhold the Customer's data.

The Customer will be obliged to return any documentation, etc. belonging to the Supplier.

8. INFORMATION SECURITY AND PERSONAL DATA PROTECTION

8.1

Information security

The Supplier will take appropriate measures to address the information security requirements associated with the performance of the Service.

This entails that the Supplier will take appropriate measures to ensure the confidentiality of the Customer's data, as well as measures to ensure that data does not fall into the hands of unauthorized persons. Furthermore, the Supplier will take appropriate measures to protect against the unintended modification and deletion of data, and against virus and other malware attacks.

If the Customer has specific requirements for how information security is to be safeguarded by the Supplier, the Customer must state this in an Appendix to the agreement.

The Supplier must ensure that suppliers of third-party deliverables undertake sufficient and necessary assurance of the Customer's data.

If the Customer has specific requirements for how the Supplier is to ensure that the supplier(s) of third-party deliverables undertake adequate and necessary safeguarding of the Customer's data, the Customer must state this in an Appendix to the agreement.

8.2

Personal data

If the Supplier is to process personal data during the performance of the service, the Supplier must describe in an appendix how satisfactory processing in line with the personal data protection regulations will be achieved and performed. This includes privacy shield requirements. This applies irrespective of whether the Customer has set this requirement in Appendix 1.

Through planned and systematic measures, the Supplier must ensure satisfactory information security with respect to confidentiality, integrity, accessibility, and robustness in the processing of personal data. If the Customer has any further requirements relating to the Supplier's information security measures, the Customer must state this in an appendix.

The Supplier must ensure that any subcontractors used by the Supplier, and which process personal data, assume the same obligations as those set out in clause 8.2 of the Agreement. If special or general written permission has been obtained, the Supplier must notify the Customer of any plans to use other data processors or to replace data processors, and thereby give the Customer the opportunity to oppose such changes. Subcontractors that are approved by the Customer must be stated in an appendix.

Personal data may not be transferred to countries outside the EEA without any transfer basis and documentation demonstrating that the terms for use of the transfer basis are fulfilled. In such case, the Supplier will document this in an appendix.

If the assignment concerns the processing of personal data on behalf of the Customer, the Customer and the Supplier will be obliged to enter into a data processor agreement in accordance with the personal data protection legislation. If the Customer has not prepared a draft data processor agreement, the Supplier will attach a draft as an attachment to an appendix. The data processor agreement must be entered into before the processing of personal data begins.

If the parties have entered into a data processor agreement, this data processor agreement will take precedence in the event of any conflict with the Agreement's provisions relating to the processing of personal data.

The parties' liability for damage suffered by a data subject or other natural persons which is due to a violation of the General Data Protection Act (Regulation 2016/679), the General Data Act with regulations or other regulations that implement the General Data Protection Act, will follow the provisions of article 82 of the General Data Protection Act.

The limitation of liability does not apply to liability arising from article 82 of the General Data Protection Act.

The parties are individually liable for administrative fees imposed pursuant to article 83 of the General Data Protection Act.

9. RIGHT OF OWNERSHIP AND RIGHT OF DISPOSAL

9.1

The rights of the parties

This Agreement will not change the copyright, right of disposal or property rights held by the parties prior to the Agreement, and which they retain during the performance of the Agreement, unless otherwise specified in an appendix.

Access to the service comprises all of the powers which are necessary to use the service in accordance with the purpose of this Agreement. Unless otherwise specifically agreed, no intellectual property rights are transferred to the Customer. The Customer does not have exclusive access to the service unless this is specifically agreed.

9.2

Right of ownership of data

The Customer will retain the right of ownership of all data that is entrusted to the Supplier for processing, and which is stored or processed with the help of the services under this Agreement. The same will apply to the output from the Supplier's processing of such data.

The Supplier has access to data as described above only to the extent necessary to enable the Supplier to fulfil its obligations pursuant to the Agreement.

The Supplier shall under no circumstances have the right to withhold the Customer's data.

10. RECONSTRUCTION OF DATA

In the event of the loss or destruction of data, the Supplier must without undue delay restore or, if necessary, reconstruct the data. This will not apply if the data loss is due to errors in third-party deliverables, unless the Supplier could or should have limited the extent and/or the consequences of such errors, cf. clause 2.2, third paragraph.

Recovery and reconstruction shall take place without additional consideration to the extent that such loss or destruction of data is due to circumstances for which the Supplier is liable. Unless otherwise agreed, the Supplier's liability for costs is limited to recovering the data from the last back-up copy, as well as liability for additional costs which accrue if the Supplier has not taken a back-up copy. Costs related to the reconstruction of data after the last back-up copy may only be charged to the Supplier if the reason for the data loss is the Supplier's negligence. If the cause of the loss of data means that the Customer is to pay for the reconstruction, the Supplier shall clarify the scope with the Customer before the work starts. If reconstruction is necessary for the Customer's service to function during ordinary operations, the work must begin without undue delay, while the scope is being clarified.

If it is impossible for the Supplier to reconstruct data alone, data in circumstances as mentioned above shall be reconstructed in cooperation between the parties, or with the assistance of a third party. If the Customer's staff wholly or partly undertake the

reconstruction, the Supplier will cover the direct payroll costs and other direct costs incurred, as well as the Customer's outlays and other direct costs as a consequence of any third parties used for the work. The Supplier is also obliged to cover any other direct costs associated with the reconstruction to the extent that the loss or destruction of data is due to conditions for which the Supplier is responsible.

In the event of the loss or destruction of data that is due to circumstances related to the Customer, the Customer shall cover the documented additional costs of the Supplier resulting from such circumstances. This shall nevertheless not apply if the reconstruction is made more difficult or more time consuming as a result of the Supplier having failed to observe the procedures for making back-up copies that are agreed. In those cases where the Customer shall cover the additional costs of the Supplier, the Supplier shall keep the Customer informed on an ongoing basis as to what costs are incurred, and the Customer shall have the right to order the Supplier to stop the reconstruction work.

11. BREACH AND SANCTIONS

11.1.1

Breach of contract on the part of the Supplier

The Supplier will be in breach if the service does not correspond to the agreed functions, requirements, or deadlines.

No breach will exist, however, if the situation is due to the Customer's circumstances or force majeure.

The Customer must give written notice of the claim without undue delay after the breach of contract has been discovered or should have been discovered.

11.1.2

Notice obligation

If the Supplier is unable to fulfil its obligations as agreed, the Supplier must give the Customer written notice of this as soon as possible. The notice must specify the reason for the problem and, as far as possible, when the service can be delivered. The same will apply if it can be assumed that further delays will occur after the first notice has been given.

11.3.1

Sanctions in the event of breach

11.3.2

Rectification and price reduction

On any breach by the Supplier, it is the Supplier's responsibility to rectify the error in such a way that the service once again corresponds to the Agreement. The error must be rectified as soon as possible.

If, despite repeated attempts, the Supplier has not succeeded in rectifying the defective service, the Customer may claim a proportional price reduction.

If the functionality agreed is removed from third-party deliverables and the Supplier is not able to prevent this, any such loss of functionality, if the loss of functionality is regarded as a serious or critical error, will entitle the Customer to require a proportional price reduction. The same will apply if the agreed functionality does not exist in the original deliverable and this has not been corrected within a reasonable time.

11.3.3

Suspension of services

In the event of a breach of contract on the part of the Supplier, the Customer may withhold payment, although not by a higher amount than is necessary to secure the Customer's claim as a consequence of the breach of contract.

11.3.4

Cancellation

In the event of material breach of contract by the Supplier, after giving the Supplier written notice and a reasonable deadline to remedy the situation, the Customer may terminate the Agreement with immediate effect.

If the functionality agreed is removed from third-party deliverables and the Supplier is not able to prevent this, any such loss of functionality, if the loss of functionality is regarded as a critical, will entail material breach by the Supplier.

The same will apply if the agreed functionality does not exist in the original deliverable and this has not been corrected within a reasonable time.

If the material breach comprises significant delay in the service, after giving the Supplier written notice and a reasonable deadline to rectify the situation, the Customer may terminate all or part of the Agreement with immediate effect. A significant delay will exist if delivery has not taken place by the time that liquidated damages reach their maximum limit, or on the expiry of an extended deadline if this expires later.

11.3.5

Damages

In the event of breach by the Supplier, the Customer may require compensation for any direct losses. Direct losses include but are not limited to additional costs for the Customer concerning cover purchases, the Customer's indemnification liability as a consequence of defect in title for which the Supplier is liable, losses due to additional work and other direct costs related to breach by the Supplier.

Liquidated damages and standardized financial compensation will be deducted from any damages in respect of the same delay/error.

No compensation for indirect losses may be claimed by the Customer. Indirect losses include, but are not limited to, lost profits of any kind, damage to the equipment of which the Product is monitoring, lost savings or claims from third parties, including claims from third parties arising from the Customer's breach of third-party terms.

11.3.6

Limitation of liability

The total damages which the Customer may require during the term of the Agreement are limited to an amount equivalent to the consideration invoiced to the Customer during the last 12 months prior to the date of the claim. If the service has not run for 12 months prior to the date of the claim, the total compensation amount that may be claimed by the Customer is limited to an amount equivalent to the amount already invoiced to the Customer, with upward adjustment to 12 months.

The limitation of liability will not apply, however, if the Supplier, or any party for which it is responsible, has shown gross negligence or willful misconduct. The limitation of liability will not apply either if the Customer has incurred indemnification liability for defects in title for which the Supplier is liable, cf. clause 11.3.5.

11.3.7

Infringement of the intellectual property rights of third parties (defect in title)

If the Supplier, in the performance of the service, infringes any copyrights or other intellectual property rights of third parties, the Supplier will be obliged to secure the missing rights or secure a service for the Customer of at least equal benefit.

If a third party invokes the service's defect in title to the Customer, the Customer must inform the Supplier in writing as soon as possible. The Supplier will handle the claim at its own expense and indemnify the Customer. The Customer must, to a reasonable extent, assist the Supplier with this.

11.4

Customer breach and sanctions against breach

11.4.1

Breach and claims

There is breach of contract by the Customer if the Customer fails to fulfil its obligations under the Agreement.

In the event of payment default by the Customer, see clauses 6.3.

Nevertheless, no breach will exist if the situation is due to circumstances related to the Supplier, or force majeure.

The Supplier shall give written notice without undue delay after the breach of contract has been discovered or should have been discovered.

11.4.2

Notice obligation

If the Customer is unable to fulfil its obligations as agreed, the Customer shall give the Supplier written notice of this as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the Service can be delivered. The same will apply if it can be assumed that further delays will occur after the first notice was given.

11.4.3

Cancellation

In the event of material breach by the Customer, after giving the Customer written notice and 15 days deadline to rectify the situation, the Supplier may terminate the Agreement with immediate effect.

11.4.4

Damages

The Supplier may claim compensation for any direct losses arising from breach pursuant to clause 11.3.1 unless the Customer demonstrates that the breach or the cause of the breach is not attributable to the Customer.

The provision of the Agreement concerning limitation of liability, cf. clause 11.3.6, will apply accordingly.

12. FORCE MAJEURE

If an extraordinary situation should arise which makes it impossible to fulfil obligations under this Agreement, and which under Norwegian law must be classified as force majeure, the other party must be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

In force majeure situations, the other party may only end the Agreement with the consent of the affected party, or if the situation prevails or is expected to prevail for more than ninety (90) calendar days as of the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice. Each of the parties will cover their own costs associated with ending the contractual relationship. The Customer will pay the agreed price for the part of the Service that was contractually delivered before the expiry of the Agreement. The parties may not present other claims against each other due to the expiry of the Agreement in accordance with this provision.

In connection with force majeure situations, the parties have a mutual disclosure obligation towards each other regarding all matters that must be deemed to be relevant to the other party. This information must be provided as quickly as possible.

13. OTHER PROVISIONS

13.1

Confidentiality obligation

Confidential information of which the parties become aware in connection with the Agreement and the implementation of the Agreement must be kept confidential and may not be disclosed to any third party without the consent of the other party.

If the Customer is a public enterprise, the Customer's confidentiality obligation under this provision will not be more extensive than as laid down by the Act of 10 February 1967 relating to the Procedure in Cases concerning Public Administration (the Public Administration Act) or equivalent sector-specific regulations.

The confidentiality obligation pursuant to this provision shall not prevent the disclosure of information if such disclosure is demanded pursuant to laws or regulations, including any disclosure or right of access pursuant to the Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (Freedom of Information Act). The other party shall, if possible, be notified prior to the disclosure of such information.

The confidentiality obligation shall not prevent the information from being used when there is no legitimate interest in keeping it confidential, for example when it is in the public domain or is accessible to the public elsewhere.

The Parties shall take all necessary precautions to prevent unauthorized persons from gaining access to, or knowledge of, confidential information.

The confidentiality obligation shall apply to the parties' employees, subcontractors and any third parties who act on behalf of the parties in connection with the performance of the Agreement. The parties may only transfer confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Agreement, provided that they are subject to a confidentiality obligation corresponding to this clause.

The confidentiality obligation does not preclude the parties from using the experience and expertise gained in conjunction with the performance of the Agreement.

The confidentiality obligation will continue to apply after the expiry of the Agreement. Employees or other persons who resign from a position with one of the parties will, following their resignation, continue to be subject to the confidentiality obligation concerning the aforementioned circumstances.

13.2

Communication in writing

All notices, demands or other notifications relating to this Agreement shall be given in writing to the electronic address stated in the special terms of the contract.

13.3

Bankruptcy, composition with creditors, etc.

Either party may without liability give notice in writing to the other terminating the contract in the case of debt rescheduling proceedings, composition with creditors, bankruptcy, or any other form of creditor intervention, in respect of the business of the other party.

13.4

Language

All communication and correspondence between the parties shall either be in Norwegian or in English, at the Suppliers option.

All contractual documentation shall be written in English unless otherwise agreed.

14. DISPUTES

14.1

Governing law

The rights and obligations of the parties under this Agreement shall in their entirety be governed by Norwegian law.

14.2

Negotiations and mediation

Should a dispute arise between the parties as to the interpretation or the legal effects of the Agreement, the parties shall first seek to reach agreement through negotiations and/or mediation.

14.3

Litigation or arbitration

If a dispute is not resolved through negotiations or mediation, each party may require such dispute to be resolved with final effect before the Norwegian courts of law.

The venue shall be the legal venue of the Supplier, currently Møre og Romsdal tingrett, Ålesund.

The parties may alternatively agree that the dispute shall be resolved with final effect through arbitration.