

Appendix 1: Standard agreement and terms and conditions for use of DatabeatOMNI

1. Purpose of the Standard Agreement

- 1.1 The following standard agreement and associated terms and conditions (the Standard Agreement) shall apply for the continuous delivery of the Software and functionality over internet (the Delivery). The purpose of the Delivery is the Customer's use of the Software, including the Customer's ability to publish information material on the Customer's electronic screens or other publication communication system that is used by the Customer. User support, including support services, will be agreed upon in a separate technical service agreement.

The Standard Agreement and associated terms and conditions gives the Customer a Licence Right to use the Software for the agreed Purpose after the Remuneration has been paid pursuant to Item 6.

2. Other definitions

- a) "Software" refers to the software and publication platform "DatabeatOMNI", linked applications (i.e. *OMNIplay*, *OMNicast*, *OMNIboard*, *Databeat.TV*) and any white-labelled applications based on these, with associated modifications, corrections, updates and new publications that Databeat.Net makes available to the Customer under the terms and conditions in this Standard Agreement.
- b) "Licence Right" means the limited and non-exclusive and non-transferrable rights to the Software that the Customer has been granted under Item 1.1 and within the indicated Purpose.
- c) "Licence Remuneration" means the current remuneration that the Customer shall pay to Databeat.Net pursuant to Item 6.1 for the Licence Right to the Software.
- d) "Intangible Rights" means all trade secrets, design, data, knowhow, patterns, models, copyrights (including, but not limited to images, descriptions, databases, explanations, catalogues, source code, objects, manuals, specifications, systems, sketches, drawings and more), as well as patents, patent applications, brands, business and trade name, logos, all modifications and further development of the above, as well as other intangible, industrial and/or moral rights.
- e) "Purpose" means use of the Software, including the Customer's ability to publish media content on the Customer's electronic screens, including but not limited to computers, laptops, tablets, phones or other publication communication system that is compatible with the Software used by the Customer.
- f) "Force Majeure» means circumstances that are outside Databeat.Net's control, including, but not limited to natural disasters, earthquake, extreme weather, lightning strike, fire, extensive power outage or other disruptions to infrastructure or communication networks, war, terrorism, state of emergency, strike, lock-out or similar examples.

3. Intangible rights and confidentiality

- 3.1 Vis-à-vis the Customer, Databeat.Net is and remains the proprietor and licensee of all Intangible Rights to the Software and results of the Services. The Customer cannot make any modifications to the Software, including, but not limited to analysis, changing, decompiling, reverse engineering or other methods to try to change or to determine all or parts of the Software's source code, functions, system and/or structure.
- 3.2 Beyond the rights issued under Item 3.1, the Standard Agreement grants no further rights to the Software without further express written agreement with Databeat. Hereunder, the Customer does not have the right to transfer, sell, sub-licence, loan, lease, rent, or in any other manner, make available or offer the Software for third party use. The Customer can still give contractors that the Customer uses in its enterprise the right to use the Software. The Customer is responsible for ensuring such hired personnel comply with the Standard Agreement and only use the Software in accordance with the Standard Agreement.
- 3.3 The Software is confidential and proprietary information that belongs to Databeat.Net and/or Databeat.Net's authorised agents. The Customer shall protect the Software from unauthorised use, copying or other access vis-à-vis unauthorised parties.
- 3.4 Both Parties shall implement reasonable precautionary measures to maintain confidentiality concerning information about the other Party's products and operations that is disclosed in connection with the execution and compliance with the Standard Agreement. Such precautionary measures shall never be less than the precautionary measures that the Party uses to protect its own confidential information. The Parties shall only use the other Party's confidential information to fulfil their own rights and duties pursuant to the Standard Agreement and not for any other purpose.

The provisions under this Item shall not apply to: (i) Information that is or will become available to the public for other reasons than a Party's breach of contract; (ii) information that the recipient Party has received elsewhere, independent of the Standard Agreement and without a duty of confidentiality; (iii) information that must be published in accordance with statutes, regulations or an order from the authorities, courts, stock exchange authorities or the like. The provisions under this Item also apply after the Standard Agreement has been terminated.

- 3.5 The Customer is responsible for the content and production of content with the associated necessary copyright and other intellectual property right clearance that is included as a part of the Customer's use of the Software. This includes inter alia that the Customer shall, for all content and production of content, obtain consent from holders of intellectual property rights to such content, to the extent this is necessary for the Purpose, including consent to transfer of rights to Databeat.Net to the extent necessary for the provision of Databeat.Net's services. Databeat.Net is not entitled to use or given the right to access the Customer's content, with the exception of Databeat.Net's necessary adaptations of the Customer's solutions or in connection with support services and as provided in 3.6.
- 3.6 Databeat.Net reserves the right to remove content that is infringing third party intellectual property rights or if the holder of intellectual property rights to any content so requires. The Customer shall assist Databeat.Net to the extent necessary to swiftly remove such content.

4. Guarantee, use and remedies

4.1 Databeat.Net guarantees that Databeat.Net holds the necessary rights to licence the rights to the Software for the Purpose at the terms and conditions stipulated in the Standard Agreement, and that the Customer's use of the Software under these terms and conditions does not violate third parties' intangible rights. The Customer shall immediately notify Databeat.Net if a third party claims that the Customer's use of the Software for the Purpose constitutes an intervention in the third party's rights. Databeat.Net can, using its own discretion and based on a claim from a third party, choose to obtain the necessary rights from the third party, replace or in another manner alter the Software so that the Customer can continue using the Software for the Purpose.

4.2 Beyond the guarantee provided under 4.1, the Software is delivered "as is" and nothing in this Standard Agreement shall entail that Databeat.Net guarantees that the Software is without fault, or that the Software will at all times function without interruptions or other disruptions, or that it is suited for special purposes. If the Customer discovers faults in the Software during a reasonable period after the Customer gained access to the Software, the Customer is entitled to Databeat.Net's continuous assistance to correct the fault(s) at no cost to the Customer.

Databeat.Net's remedies can comprise the measures that Databeat.Net considers appropriate, including changes, upgrades, replacement of the Software, or other measures that, based on Databeat.Net's discretion, can resolve the faults that have been discovered.

5. Third parties

Databeat.Net is under no circumstances responsible for third party deliveries in connection with the Customer's purchases, including for example the purchase of screens, computers, laptops, tablets or phones, cloud services, networks and network equipment, etc.

6. Remuneration and payment

6.1 For Delivery of the Customer's access to the Software and accompanying Licence Right, the Customer shall pay the Licence Remuneration in advance.

6.2 Databeat.Net's assistance to the Customer beyond what is agreed here, and the prices for such assistance, are governed by the listed prices.

6.3 In the event of late payment, penalty interest will accrue for each case pursuant to the applicable rate under the Interest on Overdue Payments Act.

7. Force majeure and impediments to delivery

7.1 Databeat.Net shall under no circumstance be considered to be in breach of this Standard Agreement if Databeat.Net's services are delayed or prevented due to Force Majeure. If Databeat.Net's services are delayed or prevented by Force Majeure, Databeat.Net shall notify the Customer immediately.

7.2 Databeat.Net, shall, in the same manner as for Force Majeure, not be considered to be in breach of this Standard Agreement if Databeat.Net's services are delayed or prevented by

the Customer's failure to contribute, or for other circumstances that are within the Customer's control.

8. Liability and limitations of liability

- 8.1 Databeat.Net's liability under this Agreement shall, under any and all circumstances, always be limited to a maximum of the annual Licence Remuneration that the Customer pays to Databeat.Net for the Delivery.
- 8.2 Databeat.Net shall under no circumstance be liable for indirect losses, including loss of turnover or profits or investments, loss of data or goodwill, loss of or breach of agreements with third parties, or any claim from third parties against the Customer that are due to the Customer's use of or inability to use the Software.
- 8.3 In the event the Customer by use of the Software infringes third parties' copyright or any other intellectual property rights, the Customer shall for its own account handle any such claim and indemnify and hold Databeat.Net harmless from and against all losses, irrespective of negligence, arising out of such claims. Databeat.Net shall to a reasonable extent assist the Customer with the handling of such claims. The Customer shall be strictly liable for, and hold Databeat.Net harmless from and against all losses, irrespective of negligence, any claims against Databeat.net based on an allegation that the Customer's use of the Software infringes third parties' copyright or any other intellectual property right.

9. Termination

- 9.1 The Standard Agreement enters into force from the date when the Software is put to use and has a duration in accordance with the duration of the Licence Right. If the Standard Agreement is not terminated within the three - 3 - final months before the Standard Agreement expires, the Standard Agreement is renewed for a period of the licence duration, one - 1 - year at a time.
- 9.2 For the Customer's test use of the Software, the Licence Right for use of the Software only applies for the desired test period. The Customer can terminate the Standard Agreement effective immediately if Databeat.Net's services have been delayed or prevented by Force Majeure for more than 30 days.
- 9.3 Both Parties can terminate the Standard Agreement effective immediately if the other Party is in material breach of one or more of its duties pursuant to the Standard Agreement, and such breach is not remedied within 30 days after written notice has been sent to the defaulting Party with a claim for rectification.
- 9.4 Databeat.Net can terminate this Standard Agreement effective immediately if the Customer petitions for bankruptcy or is declared bankrupt, petitions or is subject to debt negotiations or another form of creditor administration.
- 9.5 Databeat.Net can terminate the Standard Agreement effective immediately if the Customer defaults on its payment obligation, goes beyond its rights or defaults on its

obligations pursuant to Item 1.1, or challenges the validity or the ownership of Databeat.Net's Intangible Rights. When the Standard Agreement is terminated, regardless of reason, the Licence Right to the Software is also terminated. Upon termination of the Standard Agreement, the Customer shall immediately destroy all versions and copies of the Software on all storage media, and must destroy or return all originals or copies of User Manuals to Databeat. The Customer shall confirm in writing that its obligation pursuant to this Item has been fulfilled no later than 10 days after Databeat.Net's request.

10. Miscellaneous

- 10.1 Nothing in this Standard Agreement shall entail that the parties are considered participants in a company, partners, distributors or other arrangements that entitle either Party to act or make statements on the other Party's behalf.
- 10.2 This Standard Agreement shall supersede other standard terms and conditions from the Parties. If customer-specific terms and conditions are agreed, they shall supersede the terms and conditions that follow from the Standard Agreement, to the extent required.
- 10.3 If parts of the Standard Agreement are considered invalid, or cannot be fully enforced, the relevant provision shall, insofar as possible, be replaced, either by interpretation or replacement, with a provision that, insofar as possible, has a corresponding purpose and content as the provision in question.
- 10.4 This Standard Agreement is subject to and shall be interpreted in accordance with Norwegian law. If the Standard Agreement does not fully govern a situation that may arise, the Standard Agreement shall be supplemented with ordinary principles in the law of contracts and torts. If disagreement occurs in connection with this Standard Agreement, the Parties shall attempt to resolve the dispute through negotiations. If such negotiations are unsuccessful, the dispute shall be resolved through legal proceedings before the ordinary courts of justice, with Oslo District Court as the legal venue.