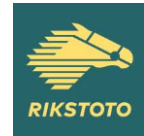




# Master Service Agreement (MSA)

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Media Production Services for Broadcasting of Equestrian Sports



## Master Service Agreement

An agreement governing  
the purchase of Media Productions Services

has been concluded between:

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(hereafter also referred to as **the Supplier**)

and

**Stiftelsen Norsk Rikstoto**

Org. no.: 956 444 586 (Norway)

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(hereafter also referred to as **Rikstoto or the Customer**)

**Place and date:**

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**Effective date: Date**

Stiftelsen Norsk Rikstoto

Supplier

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*Person*  
*Title*

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*Person*  
*Title*

The MSA is signed electronically.

### **Communications**

All communications concerning the MSA shall be directed to the representatives of the parties stated in Appendix 5.

## Contents

<b>1. GENERAL PROVISIONS .....</b>	<b>5</b>
1.1 PURPOSE AND SCOPE .....	5
1.2 RIGHTS AND PERMISSIONS OF THE CUSTOMER .....	5
1.3 APPENDICES TO THE MSA .....	5
1.4 DURATION AND TERMINATION – EXTENSION OPTIONS .....	5
1.5 THE REPRESENTATIVES OF THE PARTIES .....	6
<b>2. PHASES .....</b>	<b>6</b>
2.1 INITIATION PHASE .....	6
2.2 LIVE PHASE .....	6
2.2.1 <i>Service Level Agreement</i> .....	6
2.2.2 <i>Temporary Adjustments and Cancellations</i> .....	6
2.2.3 <i>Changes</i> .....	7
2.3 EXIT PHASE .....	7
<b>3. GENERAL DUTIES OF THE SUPPLIER .....</b>	<b>7</b>
3.1 THE RESPONSIBILITY OF THE SUPPLIER FOR ITS PERFORMANCE .....	7
3.2 REQUIREMENTS AS TO THE RESOURCES AND EXPERTISE OF THE SUPPLIER .....	8
3.3 DISCLOSURE AND NOTIFICATION OBLIGATION .....	8
3.4 USE OF SUB SUPPLIERS .....	8
3.5 ADVERTISING .....	8
3.6 COOPERATION WITH THIRD PARTIES .....	9
3.7 POTENTIAL TRANSFER OF AGREEMENT .....	9
3.8 NO COOPERATION WITH UNLICENSED GAMBLING OPERATORS .....	9
3.9 HARDWARE .....	9
3.10 WORKING LANGUAGE .....	9
3.11 WAGES AND WORKING CONDITIONS .....	9
3.12 LAWS AND REGULATIONS ETC. ....	10
3.13 THE NORWEGIAN TRANSPARENCY ACT .....	10
<b>4. GENERAL DUTIES OF THE CUSTOMER .....</b>	<b>11</b>
4.1 CONTRIBUTE TO THE COMPLETION OF THE SUPPLIER’S PERFORMANCES .....	11
4.2 USE OF A THIRD PARTY TO PERFORM THE CUSTOMER’S DUTIES .....	11
<b>5. GENERAL DUTIES OF THE CUSTOMER AND THE SUPPLIER .....</b>	<b>11</b>
5.1 COOPERATION .....	11
5.2 CONFIDENTIALITY OBLIGATION .....	11
5.3 FORM OF COMMUNICATION - IN WRITING .....	12
<b>6. CONSIDERATION AND PAYMENT TERMS .....</b>	<b>13</b>
6.1 PRICES .....	13
6.2 PRICE ADJUSTMENT .....	13
<b>7. EXTERNAL LEGAL REQUIREMENTS, DATA PROTECTION AND SECURITY .....</b>	<b>13</b>
7.1 GENERAL EXTERNAL LEGAL REQUIREMENTS AND MEASURES .....	13
7.2 INFORMATION SECURITY .....	13
7.3 PERSONAL DATA .....	13
<b>8. RIGHT OF OWNERSHIP .....</b>	<b>14</b>
8.1 THE RIGHTS OF THE PARTIES .....	14
8.2 ATTENDANT RESPONSIBILITIES .....	14
8.3 RIGHT OF OWNERSHIP OF DATA .....	15



<b>9. CHANGES TO THE MSA .....</b>	<b>15</b>
9.1 POTENTIAL RISKS – PRICE ESTIMATE.....	15
9.2 ORDERING CHANGES – PROCEDURE .....	16
9.3 DOCUMENTATION.....	16
9.4 CONSEQUENCES OF CHANGE ORDERS .....	16
9.5 DISPUTE CONCERNING THE CONSEQUENCES OF A CHANGE .....	17
9.6 DISAGREEMENT AS TO WHETHER A CHANGE HAS TAKEN PLACE .....	17
9.7 DISPUTED CHANGE ORDER.....	18
9.8 DISPUTE RESOLUTION – DISPUTED CHANGE ORDER .....	18
<b>10. BREACH OF CONTRACT ON THE PART OF THE SUPPLIER .....</b>	<b>18</b>
10.1 WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT .....	18
10.2 NOTIFICATION OBLIGATION.....	18
10.3 EXTENSIONS OF DEADLINES.....	19
10.4 CURE.....	19
10.5 REMEDIES FOR BREACH OF CONTRACT .....	19
10.5.1 Withheld payment.....	19
10.5.2 Liquidated damages in the case of delay.....	19
10.5.3 Termination of the contract.....	20
10.5.4 Damages.....	20
10.5.5 Limitation of damages.....	21
<b>11. BREACH OF CONTRACT ON THE PART OF THE CUSTOMER.....</b>	<b>21</b>
11.1 WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT .....	21
11.2 NOTIFICATION OBLIGATION.....	21
11.3 TERMINATION.....	21
11.4 DAMAGES.....	22
<b>12. INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES (DEFECT IN TITLE) .....</b>	<b>22</b>
12.1 THE RISKS AND RESPONSIBILITIES OF THE PARTIES IN RELATION TO DEFECTS IN TITLE.....	22
12.2 THIRD-PARTY CLAIMS .....	22
12.3 TERMINATION.....	22
12.4 INDEMNIFICATION OF LOSS RESULTING FROM A DEFECT IN TITLE .....	22
<b>13. OTHER PROVISIONS.....</b>	<b>23</b>
13.1 INSURANCE POLICIES .....	23
13.2 ASSIGNMENT OF RIGHTS AND OBLIGATIONS .....	23
13.3 BANKRUPTCY, COMPOSITION WITH CREDITORS, ETC. ....	23
13.4 FORCE MAJEURE.....	23
<b>14. DISPUTES .....</b>	<b>24</b>
14.1 GOVERNING LAW.....	24
14.2 NEGOTIATIONS .....	24
14.3 MEDIATION .....	24
14.4 LITIGATION OR ARBITRATION.....	25

# 1. GENERAL PROVISIONS

## 1.1 PURPOSE AND SCOPE

This Master Service Agreement (“**MSA**”) between the Customer and the Supplier governs the delivery of media production and partnering services from the Supplier, in order to produce and continuously develop and improve the end-user’s experience of the deliverables and services through implementation of new technology, methods etc., as described in the appendices and in potential future change orders (“**Change Orders**”).

The Supplier has been informed that the scope of the MSA does not include studio technique or editorial services as this is procured by Customer in a separate agreement. Further, there is an option to either transport existing contracts on studio technique and editorial services or enter into separate agreement(s) concerning these services, cf. Appendix 1.

## 1.2 RIGHTS AND PERMISSIONS OF THE CUSTOMER

The MSA is subject to the Customer still having the rights and permissions to offer gambling services on equestrian sports in Norway. Any changes to legislation or permissions etc. affecting these rights, or a decision by the Customer to discontinue the offering of media production with broadcasts from equestrian sports may give ground to changes or earlier termination of this MSA.

## 1.3 APPENDICES TO THE MSA

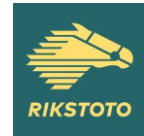
- Appendix 1: General Description of the Deliverables
- Appendix 2: Supplier Solution Specification
- Appendix 3: Project, Progress and Test Plans
- Appendix 4: Service Level Agreement
- Appendix 5: Administrative Provisions
- Appendix 6: Prices and Price Provisions
- Appendix 7: Template Data Processor Agreement
- Appendix 8: Changes after the Conclusion of the MSA
- Appendix 9: Change Order Form

## 1.4 DURATION AND TERMINATION – EXTENSION OPTIONS

The MSA shall apply from the date included on the first page of the agreement (effective date) and for an initial term of **5 years**. The Customer shall have the right to extend the MSA by one year at a time.

Notification of such an extension shall be provided in writing at the latest three (3) months prior to the expiry of the MSA.

In the event of reasonable grounds for terminating the MSA, included as regulated in Section 1.2 above, the Customer may do so with three (3) months' written notice. Considering the nature of the MSA, The Supplier acknowledges that serious problems with the cooperation based on the experience of the Customer shall be considered a reasonable ground for



termination even though the problems are not being deemed as a breach of contract. Unless otherwise specified, in the case of such termination, the Customer shall pay:

- a) The amount owing to the Supplier for the work already performed.
- b) The documented additional costs incurred by the Supplier in relation to the reassignment of personnel.
- c) Other direct costs incurred by the Supplier as a result of the termination.
- d) In case of such termination, the Supplier is entitled to a compensation corresponding to 50 % of the agreed base line fee for the next 12 Months after termination is and 10 % of the agreed annual fee for the rest of the initial term of the agreement.

## **1.5 THE REPRESENTATIVES OF THE PARTIES**

Upon the conclusion of the MSA, each of the parties shall appoint a representative who is authorised to act on behalf of the party in matters relating to the MSA. The authorised representatives of the parties, as well as procedures and notice periods for any replacements thereof, shall be specified in more detail in Appendix 5.

## **2. PHASES**

### **2.1 INITIATION PHASE**

The Supplier shall ensure that the Deliverables as further detailed in Appendix 1 and 2 are complete and ready for the agreed testing procedures, including live broadcasting, at the latest 30 days prior to the finalisation date as set out in Appendix 3.

During the initiation phase, the Supplier shall perform the tests as specified in Appendix 3 with a result that is acceptable for the Customer. If the test results are not satisfactory to the Customer, the Supplier is obligated to perform necessary rectification work and perform the tests until an acceptable result for the Customer is achieved.

All activities during the 1-month initiation phase shall be planned by the parties jointly. The parties shall commence their cooperation and joint planning phase at the latest 2 months prior to the agreed finalisation date as set out in Appendix 3.

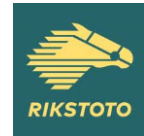
### **2.2 LIVE PHASE**

#### **2.2.1 Service Level Agreement**

The live phase commences at the date set out in Appendix 3. The requirements and demands related to the Suppliers services and Deliverables are included in the SLA, ref. Appendix 4, and applies for the whole term of the MSA.

#### **2.2.2 Temporary Adjustments and Cancellations**

Incidents may happen that lead to adjustments or cancellation of one or more race days. Such temporary adjustments or cancellations shall not be deemed a termination according



to section 1.4 or a change according to section 2.2.3 and the remuneration to the Supplier shall in such instances solely be adjusted according to Appendix 6.

### **2.2.3 Changes**

The Customer has the right to order changes to the Deliverables by means of a Change Order. A Change Order may be issued pursuant to the procedures set out in Section 9.

Each Change Order shall be initiated by a standard form for issuing Change Orders as included in Appendix 9. In some cases, the Change Order will necessitate a supplementary agreement. Unless stated otherwise, in the Change Order or elsewhere, the terms and conditions of the MSA will also apply for the Change Orders. The agreed Change Order will, however, have precedence over this MSA in case of conflict.

### **2.3 EXIT PHASE**

Upon termination of the MSA of any cause, the Supplier shall make necessary resources and services available for the continued delivery of services as before the termination period and to plan and execute the termination of the services in close dialogue with the Customer, i.e. removal of equipment and similar.

The Supplier is also obliged to assist for up to three months after the services under this MSA is established at a new vendor or inhouse at the Customer.

The Customer shall pay remuneration for the services in the exit phase at the same rates as agreed under the MSA. The right for remuneration shall, however, lapse if the cause of termination is material breach by the Supplier.

## **3. GENERAL DUTIES OF THE SUPPLIER**

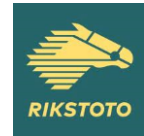
### **3.1 THE RESPONSIBILITY OF THE SUPPLIER FOR ITS PERFORMANCE**

The deliveries from the Supplier shall, in an integrated manner, serve the functions and meet the requirements specified in the MSA, including the Appendices and Change Orders thereto. All performances shall be performed with high standards in a professional manner.

The Supplier shall, without undue delay, notice the Customer of any circumstances that the Supplier understands, or ought to understand, may be of relevance to the completion of the services, including any expected delays.

The Supplier shall deliver its services under the MSA on the different locations as further described in Appendix 1 and shall always adhere to the internal guidelines and policies of the Customer.

The Supplier shall ensure that its services are compatible with all media platforms that are commonly used, both at the entry of the MSA and in the future. Unless otherwise agreed, the Supplier shall every 6 months present its plans for development of the services under the MSA to the Customer.



### **3.2 REQUIREMENTS AS TO THE RESOURCES AND EXPERTISE OF THE SUPPLIER**

The Supplier shall ensure that the personnel performing the operations have the necessary expertise to do so, and that they have received sufficient instructions as to the contents of the services and the service level associated therewith. The Supplier's key personnel are specified in Appendix 5. Further, Supplier shall ensure that its personnel are updated within the relevant fields of work and are able to assist and contribute to development of the services provided to the Customer under the MSA as may be requested by the Customer from time to time. The Supplier shall also ensure relevant and necessary transfer of knowledge and information to the Customer or a third party assisting the Customer at the different race tracks and other sites.

Persons designated as key personnel in Appendix 5 shall not, within the scope of the Supplier's managerial prerogative as employer, be replaced without the prior approval of the Customer. Such approval shall not be unreasonably withheld. The actual participation of the key personnel in the provision of the services shall not be scaled down without the prior approval of the Customer.

Personnel that the Customer, for justifiable reasons, does not wish to use, or wishes to have replaced, shall be replaced as soon as possible by alternative personnel with at least corresponding expertise. Personnel replacements shall not affect the progress of the project or impose additional costs on the Customer.

### **3.3 DISCLOSURE AND NOTIFICATION OBLIGATION**

The Supplier shall disclose to the Customer information of a preventative nature concerning any special circumstances relating to its services that may be of relevance in avoiding situations that result in errors, shutdown, or loss. The Supplier also has a notification obligation whenever there is danger that such situations may arise.

### **3.4 USE OF SUB SUPPLIERS**

The Supplier's use and replacement of sub suppliers that directly participate in the performance of the deliverables, must be approved in writing by the Customer. Approval shall not be unreasonably withheld.

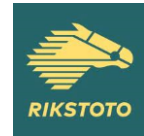
Sub suppliers that are approved shall be specified in Appendix 5.

### **3.5 ADVERTISING**

The Customer shall pre-approve in writing the following related to advertising:

- Use of the Customers logo and/or trademarks in advertising for the Supplier
- Use of the relation to the Customer as a reference
- Product placement and any type of advertising of third parties
- The Supplier's use of audio-visual productions made for the Customer in self-promotion of the Supplier





### **3.6 COOPERATION WITH THIRD PARTIES**

The Supplier undertakes to cooperate with third parties to the extent that the Customer deems it necessary for the purposes of performing the duties stipulated in this MSA.

The Supplier shall coordinate any additional deliveries from third parties with the Supplier's own deliveries. The Supplier shall loyally enter negotiations concerning a cooperation agreement with a third party if needed. However, the Supplier shall be released from such duties if it demonstrates that it is probable that such cooperation would be of material disadvantage to its own business, its relationship with existing sub suppliers or other business contacts.

### **3.7 POTENTIAL TRANSFER OF AGREEMENT**

The Supplier is informed that the agreement regarding studio technique and editorial services may be transferred to the Supplier under this MSA. Such negotiations are to be performed in good faith.

### **3.8 NO COOPERATION WITH UNLICENSED GAMBLING OPERATORS**

The Supplier shall not deliver media production services for equestrian events (gallop and trot) to gambling companies directing gambling services towards Norwegian consumers without a license to operate gambling services in Norway.

### **3.9 HARDWARE**

Hardware owned by the Supplier and used for the delivery under the MSA is the responsibility of the Supplier. Supplier shall ensure adequate insurance of own hardware and is informed that any storage of such hardware at any location and/or racetrack facility is at the risk of the Supplier.

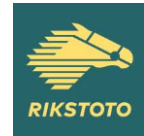
### **3.10 WORKING LANGUAGE**

The working language under this MSA is English or the Scandinavian languages.

### **3.11 WAGES AND WORKING CONDITIONS**

The following shall apply to agreements governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts:

In respect of areas covered by the Regulations relating to Generalised Collective Wage Agreements, the Supplier shall ensure that its and any sub suppliers' employees, who contribute directly to the performance of the Supplier's obligations under the Agreement, do not receive wages or have working conditions that are inferior to those stipulated in the Regulations relating to Generalised Collective Wage Agreements. In areas not covered by generalised collective wage agreements, the Supplier shall ensure that the same employees do not receive wages or have working conditions that are inferior to those stipulated in any



applicable nationwide collective wage agreements relating to the relevant trade. This applies to work performed in Norway.

All agreements that are entered into by the Supplier and that involve the performance of work that contributes directly to the performance of the Supplier's obligations under the MSA, shall include corresponding terms and conditions.

If the Supplier fails to meet this obligation, the Customer shall be entitled to retain part of the contract price, corresponding to approximately two (2) times the savings of the Supplier, until it has been documented that compliance has been achieved.

The Supplier's obligations as mentioned above shall be documented in Appendix 6 by means of either a self-declaration or a third-party declaration showing conformity between the relevant collective wage agreement and the actual wages and working conditions relating to compliance with the Supplier's and any sub suppliers' obligations.

The Supplier shall, at the request of the Customer, disclose documentation relating to the wages and working conditions which are used. Each of the Customer and the Supplier may request that the information be submitted to an independent third party appointed by the Customer to examine whether the requirements of this provision have been complied with. The Supplier may require the third party to sign a declaration that the information will not be used for any purpose other than to ensure fulfilment of the Supplier's obligations pursuant to this provision. The disclosure obligation shall also apply to sub suppliers.

### **3.12 LAWS AND REGULATIONS ETC.**

All deliveries must be in accordance with applicable laws and regulations, including regulations regarding Health, Safety and the Environment (HSE). This applies both to the content of the goods and services delivered and the way they are delivered. Efforts shall be made to acquire sustainable solutions - that is, robust and durable elements made of environmentally friendly materials. AV and IT equipment offered shall have low energy consumption.

All deliverables should facilitate universal design and accessibility for audience and employees etc. with different needs and functional levels.

### **3.13 THE NORWEGIAN TRANSPARENCY ACT**

Within the framework of this MSA, the Supplier shall identify and assess actual and potential adverse impacts on fundamental human rights and decent working conditions that the Supplier has either caused or contributed toward, or that are directly linked with the Supplier's operations, products or services through the supply chain or business partners.

The due diligence assessment shall be according to the OECD Guidelines for Multinational Enterprises or the Norwegian Transparency Act.



The Customer can at any time require that compliance with this clause is documented. If the Supplier uses subcontractors or other suppliers to fulfill this contract, the Supplier is obliged to contribute to compliance with the requirements in the supply chain.

In the event of a breach of this clause, the customer may require that the Supplier must submit an action plan for when and how the contract breaches are to be rectified. The measures must be reasonable in relation to the nature and extent of the violations. The action plan must be presented within three weeks to the Customer. In the event of significant breaches of contract, the Customer can set a shorter deadline. The Customer must approve the action plan and documentation of corrections.

## **4. GENERAL DUTIES OF THE CUSTOMER**

### **4.1 CONTRIBUTE TO THE COMPLETION OF THE SUPPLIER'S PERFORMANCES**

Requests from the Supplier shall be replied to without undue delay.

The Customer shall, without undue delay, give notice of circumstances that the Customer understands, or ought to understand, may be of relevance to the completion of the services, including any expected delays.

### **4.2 USE OF A THIRD PARTY TO PERFORM THE CUSTOMER'S DUTIES**

The Customer may freely appoint a third party to assist it in connection with its duties under the MSA. The Supplier shall be notified of any such third parties selected by the Customer and may reject the assignment if the Supplier is able to demonstrate that this will entail a commercial disadvantage to the Supplier.

## **5. GENERAL DUTIES OF THE CUSTOMER AND THE SUPPLIER**

### **5.1 COOPERATION**

The parties shall cooperate and contribute to the performance of the MSA in good faith. Enquiries from the other party shall be replied to without undue delay.

The parties shall, without undue delay, notify each other of circumstances that they understand, or ought to understand, may be of relevance to the performance of the MSA.

### **5.2 CONFIDENTIALITY OBLIGATION**

Information that comes into the possession of the parties in connection with and implementation of the MSA, including Change Orders, shall be kept confidential and shall not be disclosed to any third party without the consent of the other party.

The scope of the confidentiality obligation under this provision shall not go beyond what is laid down in the Act of 10 February 1967 relating to Procedures in Cases concerning the



Public Administration (The Public Administration Act) or corresponding sector-specific regulations.

The confidentiality obligation pursuant to this provision shall not go beyond that laid down in the Act of 27 March 2020 relating to the protection of trade secrets (The Trade Secrets Act).

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 (The Freedom of Information Act). The other party shall, if possible, be notified prior to such a disclosure of information.

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

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

The confidentiality obligation shall apply to the parties' employees, sub suppliers and other third parties who act on behalf of the parties in connection with the implementation of the MSA. The parties may only transmit confidential information to such sub suppliers and third parties to the extent that it is necessary for the implementation of the MSA, and provided that they are subjected to a confidentiality obligation corresponding to that stipulated in this clause 5.2.

The confidentiality obligation shall not prevent the parties from utilising experience and expertise developed in connection with the implementation of the MSA.

The confidentiality obligation shall continue to apply after the expiry of the MSA. Employees or others who resign from their positions with one of the parties shall be subjected to a confidentiality obligation following their resignation as well, as far as factors mentioned above are concerned. The confidentiality obligation shall lapse five (5) years after the MSA comes to an end, unless otherwise is stipulated by law or regulation.

### **5.3 FORM OF COMMUNICATION - IN WRITING**

All notices, demands or other communications relating to the MSA shall be submitted in writing to the postal address or electronic address stated on the first page of the MSA, unless the parties have agreed on a different procedure in Appendix 5 for this type of enquiry.



## **6. CONSIDERATION AND PAYMENT TERMS**

### **6.1 PRICES**

All prices and detailed payment terms are stipulated in Appendix 6. All prices are quoted exclusive of Value Added Tax (VAT), but inclusive of customs duties and any other indirect taxes. All prices are quoted in Norwegian kroner.

In case a service or goods is not specifically listed in Appendix 6, the Supplier shall invoice the Customer the Supplier's documented purchase price with the addition of the agreed surcharge percent. Any kickbacks or repayment etc. between the Supplier and the third party shall be deducted from the documented purchase price in such an instance.

### **6.2 PRICE ADJUSTMENT**

The prices may be adjusted at the beginning of every 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 MSA was formed.

The prices may be adjusted to the extent that rules or administrative decisions pertaining to indirect taxes are amended in a way that affects the prices or costs of the Supplier.

The prices shall otherwise be fixed during the term of the agreement and may only be changed to the extent set out in Appendix 6.

## **7. EXTERNAL LEGAL REQUIREMENTS, DATA PROTECTION AND SECURITY**

### **7.1 GENERAL EXTERNAL LEGAL REQUIREMENTS AND MEASURES**

Each party is responsible for the follow-up of its own duties pursuant to legal requirements.

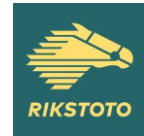
With regard to complying with legal requirements, each party shall, as a general rule, bear their own costs. In the event of amendments to any legal or official requirements that affect the activities of the Customer, that occasion a need for changes to the deliverables subsequent to the conclusion of the MSA, the Customer shall cover the costs associated with such changes and any additional work.

### **7.2 INFORMATION SECURITY**

The Supplier shall implement proportionate measures to address the information security requirements associated with the performance of the deliverables.

### **7.3 PERSONAL DATA**

If the Supplier shall process personal data on behalf of the Customer in connection with the performance of the deliverables, the Supplier will be acting as a data processor. As a data processor acting on behalf of the Customer, the Supplier shall process the personal data in



accordance with the provisions of the data protection legislation, including GDPR, and any requirements set by the Customer in the MSA and/or Change Orders.

The parties may also have to conclude separate data processing agreement(s) based on the Customer's template in Appendix 7. In the case of conflict, the data processing agreement shall prevail over the MSA with respect to the processing of personal data.

The Supplier shall, through planned and systematic measures, ensure adequate information security with respect to confidentiality, integrity and accessibility when processing personal data. The Supplier shall document the information system and security measures. Such documentation shall be made available, upon request, to the Customer and its auditors, as well as the Norwegian Data Protection Authority and the Privacy Appeals Board.

The Supplier may not transfer personal data to others for storage, processing or deletion without the consent of the Customer. The Supplier shall ensure that any sub suppliers used by the Supplier, who process personal data, assume the same obligations as those set out in this clause 7.3.

Personal data shall not be transferred to countries outside the European Economic Area (EEA) without the prior written consent of the Customer.

## **8. RIGHT OF OWNERSHIP**

### **8.1 THE RIGHTS OF THE PARTIES**

This MSA shall not affect the copyright, rights of disposal or rights of ownership held by the parties prior to the MSA. Such rights shall be retained during the implementation of the MSA, unless otherwise specified in Appendices 1 or 2 or a Change Order.

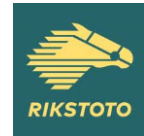
Any software, documents or other intellectual property developed specifically for the Customer, shall accrue to the Customer unless otherwise agreed.

The Supplier shall retain the rights to his or her own tools and methods. Both parties may also utilise general know-how that they have accumulated in connection with the MSA, provided that such know-how is not confidential.

### **8.2 ATTENDANT RESPONSIBILITIES**

Each party is responsible for ensuring that it holds the necessary authorisations and rights, etc., in respect of hardware, infrastructure, software and documentation it uses in the contractual relationship. If one of the parties wishes to make use of equipment or software, etc., that they do not own or hold rights to, said party shall ensure that the necessary approval in the form of an underlying agreement with the owner or rightsholder, is in place before such equipment or software, etc. is used for operations pursuant to this MSA.

If any changes, improvements, etc., are made in connection with the services under this MSA, the Supplier is responsible for ensuring that the Customer is granted such right of disposal as



is necessary for purposes of the continued use of the equipment and software without infringement of the copyright or other rights of any third parties.

### **8.3 RIGHT OF OWNERSHIP OF DATA**

The Customer (and its assignors) shall retain the right of ownership of all data and databases that are handed over to the Supplier for processing, and all data and databases that are generated, stored or processed by way of the deliverables under this MSA. The same shall apply to the output from the Supplier's processing of such data.

The Supplier has access to data as mentioned above only to the extent necessary to enable the Supplier to perform its obligations pursuant to the MSA.

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

## **9. CHANGES TO THE MSA**

Right to order changes (Change Order)The Customer has the right to order Changes to the Deliveries by means of request of a Change Order, in the form of increases or reductions in the scope, nature, type, quality or delivery of the Deliverables, as well as modifications to the progress plan, provided that such modifications fall within the scope of what the parties could have reasonably expected upon the conclusion of the MSA. Such modifications may not alter the overall nature of the contract, but the Supplier acknowledge that there is a wide scope for changes.

Moreover, the Supplier shall not be obliged to carry out Changes that represent, in aggregate, a net addition of more than fifteen (15) per cent to the original contract price per year, other than in the case of a disputed Change Order. This limitation does not apply to Changes that are necessary because of changes in the legal requirements of the services.

Changes and additions to the MSA may be made in all phases of the MSA.

### **9.1 POTENTIAL RISKS – PRICE ESTIMATE**

The Supplier shall, within a maximum of ten (10) working days of receiving a written request for a Changes Order, submit a study of potential risks and consequences associated with the Change in question, as well as a price estimate. In the event of a request for a major Change, the parties shall agree to an extension of the deadline with a number of days that is deemed to be reasonable. In such circumstances, the Supplier may require an extension of the time-limit of up to ten (10) working days. The request for an extension of the deadline must be submitted before the end of the ten-day deadline in the first sentence.

A study of the potential risks and consequences of the Change, shall at least include the following:

- a) a description of the Change
- b) a description of the work that has to be carried out to implement the Change

- c) the implications for the solution specification
- d) the implications for the existing services and timetables
- e) the implications for the contract price
- f) a timetable for the implementation of the Change
- g) any implications for the allocation of responsibilities between the Customer and Supplier or third parties

Documented costs in connection with the abovementioned assessments are to be carried by the Customer in accordance with the prices and terms applicable in Appendix 6. If standard prices for such assessments are set out in Appendix 6, the Supplier shall not be entitled to the reimbursement of any costs in excess thereof, unless the Customer has given its prior written approval of a larger estimate.

Changes necessitating adjustments to the progress plan in Appendix 3, shall – on the Supplier’s request – be reflected in the plan.

## **9.2 ORDERING CHANGES – PROCEDURE**

If the Customer accepts the study and the price submitted by the Supplier, the Customer shall inform the Supplier, by issuing a Change Order, expressing a wish to implement the Change in question. The Change Order shall be signed by the Customer.

Thereafter, the Supplier shall, within ten (10) working days of receiving the signed Change Order, ensure that it is incorporated into the MSA. This includes making sure that the necessary changes are made in the specifications, the progress plan, the required contributions from the Customer, as well as the contract price.

The abovementioned changes shall be presented to the Customer for approval.

Unless explicitly stated otherwise in the Change Order, the terms and conditions of the MSA shall apply to all orders.

## **9.3 DOCUMENTATION**

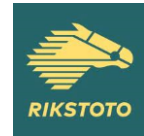
Change Orders shall be made in writing and shall be signed by authorised representatives of the parties. The Supplier shall maintain a directory of the Changes on an ongoing basis, see Appendix 5. The Supplier shall provide the Customer with an updated copy thereof without undue delay.

## **9.4 CONSEQUENCES OF CHANGE ORDERS**

If the Customer requires a Change, the Supplier shall have the right to require adjustments to the contract price and progress plan or other matters caused by the Change.

Adjustments to the contract price shall be calculated on the basis of the hourly charges or other unit prices set out in Appendix 6, provided that the work occasioned by the Change is, in the main, similar to work for which hourly charges or unit prices have been specified.





If it is not possible to calculate the adjustments based on the hourly rates or unit prices in Appendix 6, the Supplier shall present a quote in respect of the addition or deduction for the Changes. The offer shall reflect the general price level of this MSA.

A Change Order shall be implemented without undue delay when received by the Supplier, unless otherwise is agreed. This shall apply irrespective of whether the effect of the Change Order in terms of the contract price, the progress plan or other terms and conditions of the MSA, have been finally resolved.

#### **9.5 DISPUTE CONCERNING THE CONSEQUENCES OF A CHANGE**

If the parties agree that a Change has taken place, but disagree on how it affects the contract price, the Customer shall pay a preliminary consideration calculated pursuant to the rules set out in clause 9.7. If no ruling from an independent expert or mediator has been requested, and no legal proceedings have been instituted to clarify the consequences in respect of the work occasioned by the Change within six (6) months after the date on which notice of termination for breach or cancellation was received by the Supplier, the consideration paid shall be deemed to be final.

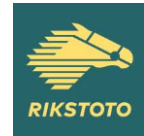
The Supplier shall pledge security for the disputed part of the consideration, or alternatively choose to be paid half of the disputed part of the consideration, up to the date when the consideration is deemed to have been set with final effect.

#### **9.6 DISAGREEMENT AS TO WHETHER A CHANGE HAS TAKEN PLACE**

If the Customer requests, in the form of written orders, specifications or otherwise from an authorised person, the performance of certain specific work that the Supplier believes to fall outside the scope of its obligations pursuant to the MSA, the Supplier shall, in writing, request the Customer to issue a Change Order.

Together with the request, the Supplier shall provide the Customer with a study of relevant risks and change consequences, as well as a price estimate (change estimate) pursuant to clause 9.2. The costs associated with the preparation of change estimates shall be paid by the Customer if the Supplier's request for a Change Order is accepted.

If the Supplier fails to make such request within a reasonable period of time, the work shall be deemed to form part of the Supplier's obligations pursuant to the MSA, and the Supplier waives its right to invoke such work as grounds for extending deadlines, additional consideration or damages up to the date the request for a Change Order was presented. Such requests must in any circumstance be presented no later than six (6) months after the work commences.



## **9.7 DISPUTED CHANGE ORDER**

If the Supplier has requested that the Customer send a Change Order pursuant to clause 9.6, the Customer shall, within a reasonable period of time, either issue the Change Order pursuant to clause 9.3, or issue a written waiver of the request.

If the Customer deems the work to form part of the services, it shall be explicitly respond that the request for a Change Oorder is disputed (disputed Change Order of ). The response shall include an explanation as to why the Customer disputes the Change Order .

Even if the Change Order is disputed, the Supplier shall perform what has been ordered in return for the Customer paying a provisional consideration corresponding to half of the amount to which the Supplier believes it is entitled. If the Supplier does not demand a decision concerning the disputed Change pursuant to clause 9.8 of the MSA within three (3) months after the consideration has been paid, or if the work is deemed to fall within the scope of the MSA, the provisional consideration shall be set off against the consideration due upon the next payment milestone. If the work is deemed to be a Change of the contract, the fixed consideration, adjusted for the provisional consideration, shall be incorporated into the ordinary payment plan.

## **9.8 DISPUTE RESOLUTION – DISPUTED CHANGE ORDER**

Within six (6) months of receiving the dispute to the request for a Change Order , the Supplier shall either a) request a ruling from an independent expert or mediator, b) institute legal proceedings, or c) submit the dispute for arbitration in order to have its claim resolved with final effect. If the Supplier fails to do so, the work shall be deemed to fall within the scope of the Supplier’s duties under the MSA.

# **10. BREACH OF CONTRACT ON THE PART OF THE SUPPLIER**

## **10.1 WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT**

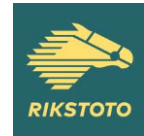
There is a breach of contract on the part of the Supplier if the services do not conform to the agreed functions, requirements, or deadlines. There is also a breach of contract if the Supplier fails to perform other duties under the MSA.

Nevertheless, there is no breach of contract if the situation is caused by circumstances related to the Customer or by force majeure.

The Customer shall submit a written complaint without undue delay after the breach of contract has been discovered or ought to have been discovered.

## **10.2 NOTIFICATION OBLIGATION**

If the services cannot be delivered as agreed, the Supplier shall notify the Customer of this in writing as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the deliverable can be delivered, or when the service will be available.



A corresponding obligation shall apply if additional delays are to be expected after the first notice has been given.

### **10.3 EXTENSIONS OF DEADLINES**

The Supplier may request an extension of any deadline under the contract. For the extension to apply, the Supplier must have the written approval of the Customer. The Customer may impose conditions to agree to a deadline extension.

The Customer shall not be entitled to claim liquidated damages, ordinary damages or other remedies for breach of contract in respect of the period comprised by an extension of the deadline.

An extension of the deadline shall have no impact on the entitlement of the Customer to any liquidated damages or ordinary damages that accrue prior to the extension of the deadline.

### **10.4 CURE**

The Supplier shall commence and complete the effort of curing the breach of contract without undue delay.

The aim of the cure shall be for the deliverables to satisfy the agreed requirements and specifications, and for the operational services to work as agreed. Cure may, for example, take the form of repair, redelivery, or supplementary delivery.

If the Supplier has failed to cure the breach of contract within the stipulated or agreed deadline, or if the conditions for termination of the contract are met, the Supplier shall pay all expenses incurred by the Customer in obtaining a cure from a third party. Nevertheless, the Customer may not allow a third party to cure the defect until any extended deadline has expired.

The Customer shall give written notice to the Supplier prior to appointing a third party.

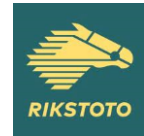
### **10.5 REMEDIES FOR BREACH OF CONTRACT**

#### **10.5.1 Withheld payment**

In the event of a breach of the contract, the Customer may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to secure the Customer's claim resulting from the breach in question.

#### **10.5.2 Liquidated damages in the case of delay**

If the agreed commencement date, delivery date or any other deadline in respect of which the parties have stipulated liquidated damages in Appendix 3 or an issued Change Order, is not complied with, and this is not caused by force majeure or circumstances related to the Customer, there is a delay on the part of the Supplier that triggers liquidated damages.



If the Supplier is delayed with regard to commencement date or later milestones for which the parties have stipulated liquidated damages, later deadlines shall be extended corresponding to the number of calendar days of the liquidated damages. If the Supplier, through acceleration, manages to meet the milestone commencement date at the originally agreed time, the previously accrued liquidated damages shall be cancelled.

The liquidated damages shall accumulate automatically. The liquidated damages amount to 0.15 per cent of the total calculated consideration payable for the deliverables, excluding Value Added Tax, for each calendar day of delay, but albeit limited to a maximum of seventy (70) calendar days.

Other rates for liquidated damages, a different calculation basis and other periods for liquidated damages may be agreed in a Change Order.

The Customer shall not have the right to terminate the MSA for breach for as long as the liquidated damages continue to accumulate. However, this time restriction shall not apply in the case of wilful misconduct or gross negligence on the part of the Supplier or anyone for whom it is responsible.

If only parts of the agreed services and deliverables are delayed, the Supplier may request a reduction in the liquidated damages proportional to the ability of the Customer to utilise the part of the services and deliverables that has been delivered.

### **10.5.3 Termination of the contract**

If there is a material breach of contract, the Customer may, after having given the Supplier a written notice and granted it a reasonable deadline for remedying the situation, terminate all or part of the MSA with immediate effect.

The Customer may terminate all or part of the MSA with immediate effect if the deliverables are substantially delayed. A substantial delay shall be considered as having occurred if the delivery in question has not taken place by the time liquidated damages reach their maximum limit, or by the expiry of an extended deadline if this expires later.

The Customer may terminate the MSA for a partial delivery when the period for the liquidated damages for the specific partial delivery has expired. If the delay is of such a type that the delivery as a whole must be deemed to be substantially delayed, the Customer may terminate the whole delivery. This is the case where, for example, a part of the delivery has already taken place, or is about to take place, but cannot be used without the deliverables covered by the right to terminate.

The Customer may terminate all or part of the MSA with immediate effect in the event of serious or repeated breaches of clause 3.13 with regards to fundamental human rights and decent working conditions. This also applies if the Supplier's action plan is not complied with.

### **10.5.4 Damages**

The Customer may claim damages in respect of any direct loss, including additional costs the Customer incurs due to substitute purchases, any loss caused by additional work and other direct costs in connection with delays, deficiencies or other breaches of the contract, unless



the Supplier demonstrates that it did not cause the breach of contract or the reasons therefor.

Liquidated damages and standardised financial compensations shall be deducted from any other damages in respect of the same delay.

#### **10.5.5 Limitation of damages**

No damages may be claimed in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, and claims from third parties, with the exception of liability for damages. Loss of data shall be considered an indirect loss with the exception of costs for the reconstruction of data and other direct costs incurred by the Customer as a result of the loss of data.

Overall damages over the full term of the MSA are limited to 40.000.000 NOK, excluding Value Added Tax. Separate Change Orders may, however, have other limits on damages.

The said limitations of damages shall not apply in the case of gross negligence or wilful misconduct on the part of the Supplier or anyone for whom the Supplier is responsible.

## **11. BREACH OF CONTRACT ON THE PART OF THE CUSTOMER**

### **11.1 WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT**

There is a breach of the contract on the part of the Customer if the Customer fails to perform its duties under the MSA.

Nevertheless, there is no breach of the contract if the situation is caused by circumstances related to the Supplier, or by circumstances deemed to constitute force majeure.

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

### **11.2 NOTIFICATION OBLIGATION**

If the Customer is unable to perform its duties under the MSA, including observing any deadlines, the Customer shall notify the Supplier in writing as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the Customer will again be able to perform the agreed duty.

### **11.3 TERMINATION**

The Supplier may terminate the MSA if the Customer has failed to settle undisputed and overdue payments within sixty (60) calendar days of receiving the Supplier's written notice.

In the event of other material breaches of the contract, the Supplier may send a written notice to the Customer stating that the MSA will be terminated due to breach of the contract, unless the Customer has discontinued the breach of contract within sixty (60) calendar days



after it received the notice. Termination for breach shall not take place if the Customer has discontinued the breach of contract situation before the expiry of the deadline.

#### **11.4 DAMAGES**

The Supplier may claim damages in respect of any direct loss that arises from a breach of the contract, unless the Customer demonstrates that the breach in question, or the cause thereof, is not attributable to the Customer.

The limitation of damages provision of the MSA shall apply correspondingly.

## **12. INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES (DEFECT IN TITLE)**

### **12.1 THE RISKS AND RESPONSIBILITIES OF THE PARTIES IN RELATION TO DEFECTS IN TITLE**

Each party shall be responsible for ensuring that its deliverables do not infringe the copyrights or other intellectual property rights of third parties and shall carry all risks in this respect. There is a defect in title if the deliverable entails such infringement.

### **12.2 THIRD-PARTY CLAIMS**

If a third party asserts to one of the parties that the operational service entails a defect in title, the other party shall be informed thereof in writing as soon as possible.

The responsible party shall deal with the claim at its own expense. The other party shall assist the relevant party with this task to a reasonable extent.

The relevant party shall commence and complete the effort of curing defects in title without undue delay, by

- a) ensuring that the other party can use the deliverable as before, without infringing any third-party rights, or
- b) providing a corresponding deliverable that does not infringe any third-party rights.

### **12.3 TERMINATION**

A defect in title that is not cured, and that is of such a nature as to be of material importance to the other party, shall give the other party the right to terminate the MSA for breach of the contract.

### **12.4 INDEMNIFICATION OF LOSS RESULTING FROM A DEFECT IN TITLE**

A party shall be fully indemnified in respect of any liability for damages imposed on it in relation to a third party and any legal costs incurred, including the party's own costs connected to dealing with the case, in connection with a defect in title.



## **13. OTHER PROVISIONS**

### **13.1 INSURANCE POLICIES**

The Supplier shall hold insurance policies that are sufficient, within the limits defined by ordinary insurance terms and conditions, to meet such claims from the Customer as may arise on the basis of the risks and responsibilities assumed by the Supplier pursuant to this MSA. This obligation shall be deemed to be met if the Supplier takes out third-party and business insurance on terms and conditions that are deemed to be ordinary within the Norwegian insurance industry.

The Supplier shall, at the request of the Customer, explain and document those of the insurance policies of the Supplier that are of relevance to compliance with this provision.

### **13.2 ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The Customer may assign its rights and obligations under this MSA to a third party. The entity to which the rights and obligations are assigned shall be entitled to corresponding terms and conditions, provided that the rights and obligations under the MSA are assigned jointly.

The Supplier may only assign its rights and obligations under the MSA with the written consent of the Customer. The same shall apply if the Supplier is de-merged into several companies or in the case of assignment to a subsidiary or another company within the same group, but not if the Supplier is merged with another company. Consent shall not be unreasonably withheld.

The right to assignment in the paragraph above shall only apply if 1) the new Supplier meets the original qualification requirements, 2) no other material changes are made to the contract, and 3) the assignment is not made to circumvent the regulations concerning public procurement.

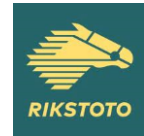
The right to consideration under this MSA may be assigned freely. Such assignment shall not release the relevant party from its obligations and responsibilities.

### **13.3 BANKRUPTCY, COMPOSITION WITH CREDITORS, ETC.**

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 Supplier, the Customer shall be entitled to terminate the MSA for breach with immediate effect, unless otherwise is stipulated by mandatory law.

### **13.4 FORCE MAJEURE**

If an extraordinary situation should arise that is outside the control of the parties, which makes performance of the duties under this MSA impossible, and which must be classified as force majeure under Norwegian law, the other party shall 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 terminate the MSA for breach 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 from the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice. Each of the parties shall cover their own costs associated with the termination of the contract. The Customer shall pay the agreed price for the part of the deliverables that was performed prior to the MSA coming to an end. The parties may not present other claims against each other due to the MSA coming to an end pursuant to this provision.

The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

## **14. DISPUTES**

### **14.1 GOVERNING LAW**

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

### **14.2 NEGOTIATIONS**

Should a dispute arise between the parties as to the interpretation or the legal effects of the MSA, the parties shall seek to resolve such dispute through negotiations.

If such negotiations do not succeed within ten (10) working days, or a different period agreed upon by the parties, each of the parties may request that the dispute be submitted for mediation.

### **14.3 MEDIATION**

If a dispute related to this MSA has not been resolved by negotiations or by an independent expert, the parties may attempt to resolve the dispute through mediation.

Mediation may also be used without the prior use of an independent expert.

The parties may elect to adopt the rules of the Norwegian Bar Association for mediation by advocate, modified, if applicable, to suit the preferences of the parties. The parties should agree on a mediator who shall hold such qualifications that the parties believe to be the most appropriate in relation to the nature of the dispute.

The detailed approach to the mediation shall be determined by the mediator, in consultation with the parties.





The mediator shall act impartially and independently in the performance of his or her duties. Prior to accepting an assignment, the mediator shall notify the parties of any potential circumstances that are likely to give rise to a justified suspicion of insufficient impartiality or independence on his or her part. The mediator shall also give the parties such notice during the assignment if the parties have not previously received such information, or if the relevant circumstances arise during the assignment.

At the start of mediation, the mediator shall inform the parties of the basis on which his or her remuneration will be calculated. Unless otherwise agreed, the parties shall bear their own costs and half of the costs of the mediator. The mediator has the right to request the parties to pay a sufficient advance to cover the costs and remuneration, or to request the parties to provide sufficient security.

The assignment of the mediator shall be concluded in one of the following ways:

- a) through a written settlement or agreement between the parties, based on the solution proposed by the mediator,
- b) through the mediator informing the parties that he or she does not deem it appropriate to continue the assignment, or
- c) through a party informing the mediator that it wishes to conclude the assignment.

#### **14.4 LITIGATION OR ARBITRATION**

If a dispute is not resolved through negotiations, through mediation or by an independent expert, each party may require the dispute to be resolved before the Norwegian courts of law.

The venue shall be the court of domicile of the Customer (Oslo District Court).

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

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