

Standards Digital Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF STANDARDS DIGITAL SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF STANDARDS DIGITAL SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER CONFIRMS THAT CUSTOMER HAS ACCESSED ONLINE AND/OR BEEN PROVIDED A COPY OF THIS AGREEMENT, AND HAS READ AND ACCEPTS THIS AGREEMENT IN ITS ENTIRETY, NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS CUSTOMER MAY REFERENCE OR PROVIDE. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Standards Digital's Direct Competitors are prohibited from accessing the Services, except with Standard Digital's prior written consent. In addition, the Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Accesses as described above are considered a breach of the Agreement.

This Agreement was last updated on September 06, 2019. It is effective between Customer and Standards Digital as of the date of Customer's accepting this Agreement.





1. DEFINITIONS

“Affiliate” any subsidiary or subsidiary undertaking of the Client, parent undertaking of the Client, any subsidiary or subsidiary undertaking of such parent undertaking

“Agreement” means this Master Subscription Agreement including addendums, policies and any applicable Order Form(s) and or SoW(s)

“Content” means information obtained by Standards Digital from publicly available sources or its third-party content providers and made available to Customer through the Services, pursuant to an Order Form, as more fully described in the Documentation

“Customer” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms

“Customer Data” means electronic data and information submitted by or for Customer to the Services

“Direct Competitors” means companies targeting the same markets as Standards Digital with solutions to the same problems

“Documentation” the Service Plan Descriptions, Order Forms, this Master Subscription Agreement including addendums, the Policies, and Product Specifications

“Free Services” means Services that Standards Digital makes available to Customer free of charge

“Intellectual Property Rights” means rights under any copyright, patent, trademark, trade secret and other intellectual property laws worldwide

“Normal Communication Channels” means the online channels through which Standards Digital normally communicates important information to its customers

“Order form” means the subscription order form

“Parties” means the Customer and Standards Digital (and “Party” shall mean either one)

“Personal Data” means information relating to a natural person as such term is defined by the applicable Privacy Laws, including the General Data Protection Regulation (EU) 2016/679 (GDPR);

“Privacy Laws” means all laws and regulations regarding data privacy and transmission of Personal Data that apply to Standards Digital provision of the Services to Customer (e.g., storing and processing Customer Data in connection with the Service)

“Production Environment” means the live environment where Subscribed Services are made available to Customers, as opposed to any testing, training, and other non-production, non-live environments

“Services” means all the products and services provided by Standards Digital

“Service Term” means the Initial subscription period together with any subsequent Renewal Periods

“SOW” means Statement(s) of Work, Work Authorization(s) or other contract(s) under which Standards Digital provides its professional services

“Standards Digital” means Standards Digital AS, registration No. 919 577 088 in the Kingdom of Norway

“Subscribed Services” means Services that Customer or Customer’s Affiliate subscribes to under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription

“Website” means www.standardsdigital.com



2. STANDARDS DIGITAL'S RESPONSIBILITIES

2.1 Provision of Subscribed Services. Standards Digital will (a) use reasonable skill and care to ensure that the Subscribed Services are available to Customer pursuant to this Agreement, and the applicable Order Form and Documentation (b) provide applicable Standards Digital support for the Subscribed Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Subscribed Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Standards Digital shall attempt to schedule outside the core time (from 8.00 am until 4.00 pm on working days CET) and in such a way that the accessibility of the affected Service is impacted as little as possible, and (ii) circumstance that according to the Norwegian law is considered "force majeure" (see section 14.3). The Customer acknowledges and agrees that the Subscribed Services may be subject to limitations, failures, delays and other problems inherent in the use of facilities accessed across the Internet and that, if necessary, maintenance may also be carried out during the core hours. Such activity shall not constitute a breach of this Agreement.

2.2 Non-Production Usage. From time to time, to the extent applicable, Customer may use the Service for evaluation, testing or other purposes where such use is outside a Production Environment (e.g., by using a non-production service environment). By using the Service on such a non-production basis, Customer accepts the Service on an "as is" basis and acknowledges Standards Digital provides no express or implied warranties, indemnities or security commitments, and Standards Digital will have no liability, in connection with such use, notwithstanding anything to the contrary in this Agreement.

2.3 Free Services. Standards Digital may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Standards Digital, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that Standards Digital will not be liable to Customer or any third party for such termination.

2.4 Protection of Customer Data. Throughout the term of this Agreement, Standards Digital will maintain reasonable administrative, physical, technical, organizational and other security measures to protect against unauthorized access to, or destruction, loss, unavailability or alteration of, any Customer Data processed or stored by any of the Subscribed Services; Standards Digital will be responsible for unauthorized access and damage to, and for unauthorized deletion, destruction and loss of, Customer Data solely to the extent arising from Standards Digital's breach of its obligations under this Agreement. Where applicable, Standards Digital encourages Customer to make use of available backup/export options. Standards Digital deploys and operates its software at a third-party data centre and services are provided by Microsoft Azure. The infrastructure that Microsoft Azure provides is designed and managed in alignment with security best practices and recognised IT security standards.

2.5 Customer Data Export.

It is the Customer's responsibility to extract all Customer data before end of contract. Regardless of the basis for expiration or termination of this Agreement, Standards Digital will not be obligated to retain any Customer Data for longer than ninety (90) days after any such expiration or termination, unless otherwise agreed in advance by the Parties in writing.



3. DATA PRIVACY

3.1 Compliance with Privacy Laws. Each Party warrant that each shall comply at all times with its obligations under the applicable Data Privacy Laws in respect of any Personal Data processed by it.

The provision of the Subscribed Services may require Standards Digital to process Personal Data on behalf of the Customer. Such processing of Personal Data is regulated by the Data Processing Addendum (“DPA”) at <https://www.standardsdigital.com/legal/agreements>. The terms of the DPA are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data.

Standards Digital will only use Customer Data in the manner permitted by this Agreement and all applicable Privacy Laws; provided, however, that: (a) Customer hereby authorizes Standards Digital to use Customer Data solely to provide the Subscribed Services to Customer and otherwise meet Standards Digital’s obligations under this Agreement, including engaging sub-processors and contractors to provide the Subscribed Services to Customer in accordance with this Agreement (Standards Digital remains liable for such Affiliates’, sub-processors’ and contractors’ compliance with this Agreement); (b) Customer hereby warrants that, to the extent required by Privacy Laws applicable to Standards Digital’s provision of the Subscribed Services to Customer and the parties’ respective obligations under this Agreement, Customer has provided all proper notices under Privacy Laws and obtained from its personnel, customers and all legally-required third parties all rights and permissions legally required in order to grant the authorizations in Section 3.1(a) and to use the Subscribed Services in the manner contemplated by this Agreement.

4. USE OF SERVICES AND CONTENT

4.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Subscribed Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Services may be added during a subscription term at the same pricing as the underlying subscription pricing at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

4.2 Usage Limits. Subscribed Services and Content are subject to usage limits specified in the Documentation.

4.3 Customer Responsibilities. Customer will be responsible for (a) Users’ compliance with this Agreement, Documentation and Order Forms (b) for all activity occurring under Customer’s User accounts (except to the extent any such activity is caused by Standards Digital), (c) complying with all laws and regulations applicable to Customer’s use of the Services. Customer also must (a) notify Standards Digital promptly upon becoming aware of any unauthorized use of any Customer password or account (or any other breach of security of the Service), and (b) notify Standards Digital promptly upon becoming aware of, and make a reasonable effort to stop, any unauthorized copying, distribution or other misuse of any aspect of the Services.

4.4 Use Restrictions. The Services shall only be used for the Customer’s internal purposes. Customer must not, without Standards Digital’s prior written consent, cause or permit the: (a) use, copying, modification, rental, lease, sublease, sublicense, transfer or other commercial exploitation of, or other third party access to, any element of the Services, except to the extent expressly permitted by this Agreement (b) creation of any modifications or derivative works of the Services; (c) reverse engineering of the any of the Services; (d) gaining of unauthorized access to any of the Services or their related systems or networks (for example, by impersonation of another user of the Services or provision of false identity information); (e) interference with or disruption of the integrity or performance of the Services or the data contained therein (for example, via unauthorized benchmark testing or penetration testing); (f) sending, storing or use of any Customer Data in connection with the Service for which Customer lacks sufficient ownership or other rights; or (g) sending, storing or use of any infringing, obscene, threatening, libellous or otherwise unlawful or tortious material in connection with the Service (including, without limitation, any illegal spam, or any material that is harmful to children or violates any third party privacy rights). Customer also must use reasonable security measures to access the Services, and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses or other malicious or harmful computer code, files, scripts, agents or programs in connection with the Services. Standards Digital also reserves the right to take all steps reasonably necessary to protect the security, integrity or availability of the Services (e.g., by temporarily suspending access by anyone who introduces malicious code or attempts to do so), notwithstanding anything to the contrary in this Agreement.



5. THIRD PARTY PROVIDERS

The Customer acknowledges that Standards Digital uses third party providers to provide products, Services and facilities such as software, hosting of the Services and access to the internet pursuant to telecommunications links which may contain restrictions on use, ownership and/or licensing of IPR or other proprietary rights. When subscribing to Services, the Customer is not purchasing a copy of, or license to, any third-party software used to deliver the Services. In the event a third-party claim that a Subscribed Service in whole or partly infringes the third party's rights, Standards Digital shall obtain the right for the Customer to continue using the Subscribed Service or replace the infringing elements in the Service with equivalent or similar functionality. This shall be done without additional cost or operational disturbance for the Customer. If Standards Digital find that none of these alternatives can reasonably be used, Standards Digital can make such other changes in the Service as it deems necessary.

The Services are delivered via a third-party cloud provider. Standards Digital reserves the right to change cloud provider at any time. However, in such an event The Customer will be given a minimum three months' notice, in order to allow the Customer to evaluate the technical and legal effects of such a change. The Customer acknowledges on its own behalf that the Services are provided via the Internet and that the Customer has the necessary equipment, software and other arrangements/agreements that are required to establish a connection to the Internet, as well as sufficient bandwidth for the Services to run without the user experience being impeded. Standards Digital can update these requirements by notifying the Customer. Standards Digital makes no representation, warranty, guarantee and/or commitment and shall have no liability or obligation whatsoever in relation to any third-party facilities or websites. Any contract entered into by the Customer with any third party and/or any use made of any third-party facility or website is between the Customer and the relevant third party, and not Standards Digital.

6. FEES & PAYMENTS

Customer must pay all fees and charges to Standards Digital, in accordance with this Agreement and each mutually executed Order Form and SOW ("**Fees**").

Except to the extent otherwise expressly stated in this Agreement or in an Order Form or SOW:

- All obligations to pay Fees are non-cancellable and all payments are non-refundable;
- Customer must make all payments without setoffs, withholdings or deductions of any kind;
- Customer must pay all Fees due under all Order Forms and SOW within fourteen (14) days after Customer receives each invoice (invoices are deemed received when Standards Digital emails them to Customer's designated billing contact); and all payments must be in Euros.

In accordance with each Order Form: (i) Standards Digital charges and collects in advance the fees for use of the Subscribed Services based on the Services subscribed to by Customer, and Customer's contracted usage volume(s) for the Subscribed Services (ii) if Customer's use of the Subscribed Services exceeds the contracted usage volume(s) specified in the applicable Order Form, Customer will pay the additional usage-based fees as described in such Order Form.

6.1 Recurring Payments. Except to the extent otherwise expressly stated therein, if an applicable Order Form or SOW provides for payment via credit card or electronic money transfer (e.g., ACH), Standards Digital is permitted to process such payment on the date of Standards Digital invoice and any renewal subscription term(s) as set forth in section "12.2 Term of Purchased Subscriptions" below.

6.2 Customer Contact Information. Customer will provide Standards Digital with accurate billing and other contact information for all Subscribed Services listed on each Order Form and SOW at all times during the Service Term, including the name of Customer's applicable legal entity, and the street address, e-mail address, name and telephone number of an authorized billing contact. Customer shall update this information within thirty (30) days after any changes, via email to Standards Digital's Accounts Receivable team at post@standardsdigital.com for billing contact information. Customer shall also maintain, at all times during the Service Term, at least one User who is a current employee and is authorized to administer Customer's use of the Service (e.g., by creating accounts and resetting passwords).



6.3 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Forms or SOW, then in addition to any other rights Standards Digital may have under this Agreement or applicable law and without limiting Standards Digital's rights or remedies,

a. Customer will owe Standards Digital an interest penalty of one and one-half percent (1.5%) per month on any outstanding balance under each delinquent invoice, or the maximum permitted by law (whichever is less);

b. Standards Digital will, to the extent permitted by applicable law, be entitled to recover its reasonable attorneys' fees, other legal expenses (including expert witness fees and expenses on appeal) and other reasonable costs to collect such amounts; and

c. Standards Digital may temporarily suspend Customer's access to the Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with section [12.3 Termination of Agreement](#). Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.4 Payment Disputes. Standards Digital will not exercise its rights under the "[6.3 Consequences of Non-Payment](#)" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

6.5 Reduction of the Subscription fee. If one or more of Subscribed Services is inaccessible for more than 24 hours during a period of one calendar month, and this is caused by errors in Standards Digital's environment, equipment or software, the Customer can demand a proportional reduction of the subscription fee for the affected service for the relevant calendar month. Other circumstances, e.g. errors and inaccessibility caused by communication lines, third party software, external elements or the Customer or the users' use, equipment or software cannot be used as a basis for requesting reduction of the subscription fee.

6.6 Compensation. The Customer is entitled to claim compensation for direct documented loss that suffered as a result of Standard Digital's breach of the Agreement. Standards Digital is not liable for indirect or consequential losses, such as lost profit, losses caused by delayed start or disruption of production, deprivation or losses caused by lost data or third-party claims. The maximum compensation during a 12 months period is under all circumstances limited to the subscription fee for this period. Any reduction of the fee that is calculated due to [section 6.5 Reduction of the Subscription fee](#) shall be deducted from the compensation.

6.7 Changes to the Price and Subscription Plans. Standards Digital may change subscription plans and fees from time to time; however, any price changes or changes to Customer subscription plans will apply to subsequent billing cycles following notice of the change(s) to Customer.

7. PROPRIETARY RIGHTS AND LICENSES

7.1 Ownership of the Services. Standards Digital and its licensors retain any and all rights, title and interest in and to the Services (including, without limitation, all Intellectual Property Rights), including all copies, modifications, extensions and derivative works thereof. Customer's right to use the Services is limited to the rights expressly granted in this Agreement and the applicable Order Form(s). All rights not expressly granted to Customer are reserved and retained by Standards Digital and its licensors.

7.2 Ownership of Customer Data. As between Customer and Standards Digital, (a) all Customer Data is the property of Customer, and (b) Customer retains any and all rights, title and interest in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof.

7.3 Grant of rights. Subject to the terms and conditions of this Agreement, Standards Digital hereby grants to Customer the non-exclusive, non-transferable, worldwide, right to access and use the Subscribed Services during the Service Term in accordance with the terms of this Agreement and all applicable Order Form(s) and SOW.

7.4 License by Customer. Customer grants to Standards Digital a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Standards Digital's or its Affiliates' Services. The Customer accepts that Standards Digital may refer to the Customer's use of the Services in their general marketing activities, unless the Customer specifically and in writing decides otherwise.

8. CONFIDENTIALITY

8.1 Definition of Confidential Information. "Confidential Information" means all information and materials disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Standards Digital includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party.

Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement or as permitted by this Agreement.

Each Party shall hold the other Party's Confidential Information in confidence and shall not make the other Party's Confidential Information available to any third-party or use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. The obligations of confidentiality set out in this section 8.0 shall apply indefinitely.

As between Discloser and Recipient, all Discloser Confidential Information is the property of Discloser, and no license or other rights are granted or implied hereby. All materials provided to Recipient by Discloser, whether or not they contain or disclose Confidential Information, are Discloser's property. Promptly after any request by Discloser, Recipient will (a) destroy or return to Discloser all Confidential Information and materials in Recipient's possession or control, and (b) upon written request by Discloser, confirm such return/destruction in writing; provided, however, that the Recipient may retain electronic copies of any computer records or electronic files containing any Discloser Confidential Information that have been created pursuant to Recipient's standard, reasonable archiving and backup practices, as long as Recipient continues to comply with this Agreement with respect to such electronic backup copies for so long as such confidential information is retained.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 Warranties. Standards Digital further represents and warrants that: (a) The Subscribed Services will perform substantially in accordance with the relevant Service description found in the Documentation. (b) It will make reasonable efforts to notify Customer, at least thirty (30) days in advance via Standards Digital's Normal Communication Channels, of any scheduled changes Standards Digital believes are likely to have a material, adverse impact on Customer's use of the Subscribed Services ("**Material Changes**"). (As a multi-Tenant SaaS vendor, Standards Digital reserves the right to make enhancements and other changes to their Services, including occasional deprecation and removal of certain features and functionality, subject to the Service warranty in [Section 9.2\(b\)](#).)

If Standards Digital breaches any warranties in [Section 9.2](#), Customer's exclusive remedy and Standards Digital's sole obligation will be for Standards Digital to make reasonable efforts to correct the non-conformity or, if Standards Digital is unable to correct the non-conformity within sixty (60) days after receipt of Customer's written notice, for Customer to terminate the applicable Order Form(s) and receive a refund, on a pro rata basis, of any annual fees prepaid under such Order Form(s) that are unused as of the termination effective date.

9.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (IN FACT OR BY OPERATION OF LAW), REGARDING THE SERVICES, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER; AND (B) STANDARDS DIGITAL AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICES OR ANY PROFESSIONAL SERVICES ARE OR WILL BE ERROR-FREE, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR BE TIMELY OR SECURE. STANDARDS DIGITAL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES AND ANY PROFESSIONAL SERVICES, AND CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY BY STANDARDS DIGITAL. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. STANDARDS DIGITAL IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY STANDARDS DIGITAL. CUSTOMER AGREES THAT ITS SUBSCRIPTION TO THE SERVICES AND FEES DUE OR PAID UNDER THIS AGREEMENT ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THIS AGREEMENT, AN ORDER FORM OR AN SOW.

10. MUTUAL INDEMNIFICATION

10.1 Indemnification by Standards Digital. In the event of a third-party claim against the Customer and this is due to circumstances that are within the control of Standards Digital, Standards Digital shall, at its own expense, handle the case also on behalf of the Customer. From the time Standards Digital takes over the case, the Customer shall assist Standards Digital. The Customer shall not act on its own in such cases, unless the parties agree otherwise. The Customer cannot make any other claims towards Standards Digital based on the consequences of legal defects.

10.2 Indemnification by Customer. The Customer shall indemnify and keep indemnified Standards Digital against all claims, actions, proceedings, losses, damages, expenses and/or costs (including without limitation court costs and reasonable legal fees) suffered or incurred by Standards Digital arising out of or in connection with the Customer's breach of this Agreement.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: EXCEPT FOR SUMS DUE STANDARDS DIGITAL UNDER APPLICABLE ORDER FORMS AND SOW, AND EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.4 (USE RESTRICTIONS) AND 10 (MUTUAL INDEMNIFICATION), NEITHER PARTY'S TOTAL AGGREGATE LIABILITY OR RESPONSIBILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY ORDER FORMS OR SOW WILL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY; EXCEPT WITH RESPECT TO CUSTOMER'S OBLIGATIONS AND CUSTOMER'S LIABILITY UNDER SECTIONS 4.4 AND 10, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES OR LICENSORS BE LIABLE OR OTHERWISE OBLIGATED TO THE OTHER PARTY OR ANYONE ELSE FOR ANY LOSS OF PROFITS, REVENUE, OPPORTUNITIES, ECONOMIC ADVANTAGE, GOODWILL, DATA OR USE, OR FOR ANY INDIRECT, CONSEQUENTIAL, HYBRID, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMAINING AVAILABLE REMEDY FAILS ITS ESSENTIAL PURPOSE; AND THE TERMS OF SECTION 11 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE PROVISIONS OF SECTION 11 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND STANDARDS DIGITAL, AND THE FEES CHARGED FOR THE SERVICE ARE BASED ON THIS ALLOCATION OF RISKS AND THESE LIMITATIONS OF LIABILITY.



12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

12.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. PLEASE CAREFULLY REVIEW THESE AUTOMATIC RENEWAL TERMS: Unless otherwise set forth in the applicable Order Form, or unless the Order Form is terminated in accordance with this Agreement, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) in accordance with the following termination terms:

- Yearly subscriptions: Three months' written notice before the end of the relevant subscription term
- Quarterly subscriptions: One month's written notice before the end of the relevant subscription term
- Monthly subscriptions: Before the end of the relevant subscription term

Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Standards Digital's applicable list price in effect at the time of the applicable renewal. The Initial Service Term and all Renewal Service Terms (if any) are referred to in this Agreement collectively as the "**Service Term.**"

12.3 Termination of Agreement. Neither Party will have the right to terminate this Agreement without legally valid cause (no termination "for convenience"). Either Party may terminate this Agreement, but only by providing written notice to the other Party, and only after all Order Forms and SOW have expired or been terminated in accordance with this Agreement e.g., Section 12.4), or concurrently therewith.

12.4 Termination of Order Form or SOW. Either Party may terminate any Order Forms and/or SOW in accordance with their respective terms. If not specified in the applicable Order Form or SOW, then subject to the exclusive remedy provisions in this Agreement (e.g., in the sections regarding warranties): either Party may terminate any Order Forms or SOW for cause (i) upon written notice if the other Party fails to cure any material breach thereof, or any material breach of this Agreement, within thirty (30) days after receiving reasonably detailed written notice from the other Party alleging the breach. or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Either Party may terminate this Agreement, but only by providing written notice to the other Party, and only after all Order Forms and SOW have expired or been terminated in accordance with this Agreement (e.g., Section 12.4), or concurrently therewith.

13. EFFECT OF TERMINATION

13.1 Effect of Expiration or Termination of Agreement.

The sections titled "Free Services", "Fees and Payment", "Proprietary Rights and Licenses", "Confidentiality", "Warranty Disclaimers", "Mutual Indemnification", "Limitation of Liability", "Effect of Termination" and "General" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as Standards Digital retains possession of Customer Data. The applicable Order Forms and SOW may identify additional terms that will survive any expiration or termination of this Agreement.

13.2 Effect of Termination of Order Form or SOW: Subject to the exclusive remedy provisions in this Agreement (e.g., in the sections regarding Compliance with Privacy Laws, Indemnification, Warranties and Disclaimers): (a) if Customer terminates an Order Form, SOW and/or this Agreement for uncured material breach in accordance with this Agreement, Customer will be entitled to a refund, on a pro rata basis, of any Fees paid thereunder that are unused as of the termination effective date; and (b) if Standards Digital terminates an Order Form, SOW and/or this Agreement for uncured material breach in accordance with Section 12.4, all amounts owed by Customer thereunder will become due and payable.



14. GENERAL

14.1 Changes. Standards Digital reserves the right to make enhancements and other changes to the available Services, including occasional deprecation and removal of certain features and functionality, subject to the Service warranty in Section 9.2(b). The Customer agrees that Standards Digital may, in its discretion introduce, amend, replace or terminate any Service or Plan. Standards Digital may also change the terms and conditions of this Agreement. In each case, Standards Digital shall provide: (i) information regarding any matter which it reasonably considers to be non-material on the Website; (ii) information regarding any matter which it reasonably considers to be material, on the Website and in writing to the Customer only if the Services effected are Services subscribed for by the Customer. If the material change in respect of which such notice is given, could reasonably be considered to be detrimental to the Customer, then the Customer may within 30 days from the date of receipt of such information, terminate its use of the effected Plan by giving 1 Months' notice of such termination.

14.2 Choice of law and dispute resolution. The Agreement is governed by Norwegian law. The parties shall attempt to solve every dispute by negotiations. If such negotiations do not result in an amicable settlement, the dispute shall be resolved by arbitration according to the Norwegian act on arbitration. The seat of arbitration shall be in Oslo.

14.3 Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than payment obligations) due to any cause beyond its reasonable control, the affected Party's performance will be excused for the resulting period of delay or inability to perform. Such causes include but are not limited to, war, riots, labour unrest, fire, earthquake, flood, hurricane, other natural disasters and acts of God, Internet service failures or delays, and denial of service attacks and any other circumstance that according to the Norwegian law is considered "force majeure". Each party is entitled to terminate the Agreement with one month's written notice, if the force majeure situation makes it particularly burdensome for such party to maintain the Agreement.

14.4 Severability. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties. Each of the provisions of this Agreement shall be construed as a separate and independent provision and shall not be limited or restricted by any other provision.

14.5 Transfer. Standards Digital is entitled to transfer its rights and obligations pursuant to this Agreement to a third party. The Customer shall not, without the prior written consent of Standards Digital, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.6 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees.

14.7 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.8 Entire Agreement and Order of Precedence. This Agreement (and the documents specifically referred to in it) constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Order Form or these terms and conditions or not) relating to the subject matter of this Agreement, other than as expressly set out in or referred to in this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. If there is an inconsistency between any of the provisions of these Terms and Conditions or the Order Form, then the Order Form shall prevail; and any of the provisions of this Agreement and the Policies then this Agreement shall prevail.