

DISRUPTIVE TECHNOLOGIES RESEARCH AS GENERAL TERMS AND CONDITIONS

1. FIELD OF APPLICATION

Unless otherwise specifically expressed or agreed to in writing, these General Terms and Conditions (“Conditions”) of **Disruptive Technologies Research AS**, Strandveien 17, 1366 Lysaker, Norway, and **Disruptive Technologies US Inc.** A Delaware Corporation, with its business address at 1201 Peachtree Street NE, Building 400, Suite 100, Atlanta, GA 30361, USA (hereafter jointly referred to as “DT”) shall apply to any delivery of Products or Software Services from DT to the Customer, and otherwise to any commercial relationship to which the parties agree in writing or otherwise that these Conditions shall apply. The objects, services and licenses to be supplied under these Conditions are hereinafter referred to as the “Products” or “Services”.

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

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

2. USE OF PRODUCTS AND SERVICES

2.1 Permitted Use: End Users

Customer guarantees that its use of the Products or Services, including without limitation their incorporation into Customer’s applications and/or products, and the use made thereof by the End Users shall not be in breach of this Contract (including without limitation any license terms referred to in the Contract), of any applicable laws (including without limitation environmental laws such as regulations on electronic waste governing the disposal of the Products), nor of any right (including without limitation intellectual property rights, property rights, personal rights and privacy rights) of DT, its Affiliates or any third party (“Rights”). “End User” means a person or entity to which the Customer, directly or indirectly, has sold, rented out or otherwise made available the Products and/or Services. “Affiliate” means any legal entity which controls, is controlled by, or is under common control with DT, whereas an entity is deemed to “control” another if it owns directly or indirectly at least fifty per cent of the shares or interests entitled to vote. If and to the extent the Customer’s or the End Users’ use of the Products and Services infringes any Rights, the Customer shall indemnify and hold DT and its Affiliates harmless from and against any and all related claims made by any third parties and all other damages, losses, costs or expenses incurred by DT or its Affiliates, except where such infringement is exclusively due to Customer’s, respectively the End Users’ following the explicit instructions and guidelines of DT for use of the Products or Services. Nothing in this Contract shall be construed as creating a contractual relationship between DT and the End Users. DT’s sole responsibility in respect of the End Users is to make the Products and Services available to the Customer for selling or renting to the End Users, and any claim, complaint or request from the End Users in relation to the Products and Services shall under no circumstances be directed from the End Users to DT. Customer shall indemnify and hold harmless DT and its Affiliates against any and all claims presented directly from End Users to DT, regardless of the legal grounds thereof including without limitation claims based on statutory liability of DT towards End Users such as claims relating to product liability.

2.2 Excluded third parties

The Customer guarantees not to offer or otherwise make available the Products and Services to any third parties which are (i) located outside of the DT Approved Territories listed here:

<https://support.disruptive-technologies.com/hc/en-us/articles/360020717214-What-countries-and-regions-do-you-support->

(ii) subject to sanctions, export control or regulatory prohibitions, or

(iii) otherwise specified in writing by DT. Note: DT sensors and Cloud Connectors sold in US/CAN and EU/EEC/UK and other areas are unique products with unique SKUs.

3. PURCHASE, PAYMENT AND DELIVERY

3.1 Orders. Lead Time

The Customer shall in its Purchase Order indicate to DT which types and quantities of Products or Services they intend to purchase. In its confirmation of the Purchase Order (“Order Confirmation”), DT will inform the Customer about the applicable Lead Time and delivery date. “Lead Time” means the cumulative number of days lead time from the receipt of the Purchase Order until the Products are shipped from DT to Customer.

3.2 Minimum Subscription Period

Unless otherwise agreed in writing, the Customer must purchase all Products together with a subscription for the corresponding Services (“Subscription”) for a Minimum Subscription period of 12 months, the subscription period will start (i) when the customer is claiming the subscription connected to the device or (ii) no later than 12 months after shipment date, then the products will be automatically claimed by DT.

Upon expiry of the Minimum Subscription Period, the Subscription for the Service will automatically be renewed for successive one (1) year periods thereafter (each an "Annual Subscription") until and unless either party provides the other party with written notice at least one (1) months prior to the end of the Annual Subscription or Minimum Subscription Period ("Termination of Service"). DT undertakes to notify the Customer of forthcoming automatic Annual Subscription renewals (3) months prior to expiry. For the avoidance of doubt, the renewal of the Subscription only concerns the Services and does not include an extension of the Product Warranty, cf. Clause 5.2 below.

3.3 Delivery

Unless otherwise agreed, delivery shall be made FCA, Free Carrier (in accordance with INCOTERMS 2020) at the time and place set out in the Order Confirmation. Unless explicitly instructed otherwise by the Customer in the Purchase Order and confirmed by DT in the Order Confirmation, DT will pack and mark the Products properly, arrange for the shipment of the Products and invoice the Customer for the associated shipment cost.

3.4 Terms of payment

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

For each successive Annual Subscription Period according to Clause 3.2 above, the Customer shall be invoiced for the corresponding Subscription price in advance and in one installment for the entire new Annual Subscription Period, latest 15 days prior to the expiry of the previous Annual Subscription Period or the Minimum Subscription Period.

Customer shall pay all invoices not later than 30 days following the invoice date.

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

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

3.5 Prices and price adjustment

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

DT may modify its prices on Products and services, price changes can be adapted once every year, effective from the 1st April of each calendar year whereas DT will publish the new price list by 30 December of the previous year. The adjusted prices for Services will apply to renewed Subscriptions as of the renewal date.

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

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

4. PROPRIETARY RIGHTS

4.1 Right to Customer's data

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

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

4.2 Intellectual property rights

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

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

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

If and to the extent Customer wants to certify any of the Products for a specific purpose, or generally according to industry or technical standards, its production process or the like, DT shall be informed and shall have the right to consent to Customer initiating or completing such process, consent not to be unreasonably or untimely withheld. DT may put as a condition for giving its consent that it is given access to and right/benefit of use for any purpose whatsoever (including re-sale) of all documentation, procedures and certifications obtained at no charge. The Customer further agrees not to re-brand or re-name any products covered by this agreement including, but not limited to Sensor Hardware, Cloud Connector Hardware, DT Studio, Accessories etc. without prior written approval from DT.

4.3 Open Source Elements

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

4.4 Infringement of third party intellectual property rights

DT will indemnify and hold Customer harmless against any and all liability, damages, losses, costs, or expenses ("Liability") resulting from any third-party claims made or suits brought against Customer to the extent such Liability arises from DT knowingly having infringed the patent, copyright, trademark, trade secret, or other proprietary right of any third party.

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

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

5. DELAY, WARRANTY AGAINST DEFECTS, LIABILITY AND INDEMNITY

5.1 Delay by the Supplier in the delivery of Products

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

5.2 Product Warranty

DT warrants for a period of 1 (one) year ("Product Warranty") from the delivery date that the Products conform to the specifications in the Product datasheets on the date of the Order Confirmation ("Specifications"). If the parties have agreed on a Minimum Subscription Period of 3 or more years, the Product Warranty shall be 3 (three) years from the delivery date. For Cloud Connectors the Product Warranty is always 3 (three) years from the delivery date.

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

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

If DT chooses to repair the defective Products under the Product Warranty, DT shall advise the Customer of the applicable return procedures and shall cover the reasonable transportation costs for the return of any defective Products from the Customer's place of business (as stated in the Purchase Order) to the place where the repair shall take place. Under no circumstances whatsoever shall DT be liable for any costs relating to return of Products from the End Users.

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

- a) Wrongful or improper use by Customer: Defects caused by wrongful or improper use, lack of or wrongful maintenance or any repair undertaken without the prior consent of DT, of the Products by the Customer or the End Users. Wrongful or improper use means use that deviates from the user instructions provided to the Customer by DT from time to time, either

through Product datasheets or other written or oral communication, including but not limited to excessive use beyond default use or by applying settings other than defined in the relevant documentation provided by DT (relating to battery lifetime, radio range or the like) or by not complying with any other routines, instructions, procedures and guidelines for the utilization of the Products; or

- b) Change of technology risk: Necessary adjustments to or replacements of the Products due to regulatory changes, new technology standards and protocols, or other circumstances outside the control of DT which may impair the usability of the Products; or
- c) Development risk: If the product could not have been considered defective based on appropriate testing according to the scientific and technical knowledge available at the time when the product was put into circulation

5.3 **No other remedies for defects or delays**

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

5.4 **Liability**

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

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

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

5.5 **Indemnity**

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

6. TERMINATION FOR CAUSE

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

7. SPECIAL PROVISIONS FOR CLOUD SERVICES

7.1 **Applicability**

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

7.2 **Subcontracting**

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

7.3 **Uptime Guarantee**

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

Average uptime percentage means aggregated minutes of uptime experienced in a calendar month divided by the number of minutes in the relevant calendar month (44,640 for January, March, May, July, August, October and December, 43,200 for April, June,

September and November and 40,320 or 41,760 (as relevant) for February).

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

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

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

7.4 Exclusions

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

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

7.5 API Usage, Limitations and Deprecation

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

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

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

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

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

7.6 Security

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

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

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

8. GENERAL PROVISIONS

8.1 Severability

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

8.2 Notices

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

8.3 Independent Contractor Status.

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

8.4 Force Majeure

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

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

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

8.5 Privacy and Data Protection

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

8.6 Confidentiality

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

The restrictions set out in this Clause shall not prevent disclosure of information required pursuant due to mandatory law or required pursuant to regulation given by any competent stock exchange. To the extent possible, the disclosing party shall notify the other party prior to the making of such disclosure. Furthermore, nothing in this Clause 8.6 or these Conditions shall prevent DT from using Customer's identity and logo on the DT website or other forms of media to promote the Products and Services and the business of DT for the duration of the Agreement. Any press releases concerning the cooperation between the parties shall require the consent

of both parties, such consent not to be unreasonably withheld. Applicability of this Clause shall survive any termination of this Contract.

The rights and obligations of the parties under this Clause 8.6 shall remain in full force and effect for two (2) years after the expiry or termination of the Contract; provided that with respect to confidential information that constitutes a trade secret under applicable law, such rights and obligations shall remain in force for an undetermined period.

8.7 Assignment

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

8.8 Governing law and disputes

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

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

Effective date	Version	Last revision date
20.07.2023	2.4	01.12.2020



DISRUPTIVE
TECHNOLOGIES