

CRAYON GENERAL TERMS AND CONDITIONS

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Crayon. Control means ownership of 50% or more of the voting power or ownership interest in such entity, or the power to direct or cause the direction of the management and policies of such entity, whether through ownership, contract or otherwise.

"Agreement" means, as amended from time to time, (i) any purchase order ("PO") or statement of work ("SOW") buying or placing an order for services from Crayon, (ii) these Crayon General Terms and Conditions ("General Terms"); and (iii) any additional written agreements or documents relating to the transaction signed by Crayon and the Customer which refers to this document.

"Change of Control" means: (a) the sale, lease, transfer, conveyance or other disposition, in one transaction or a series of related transactions, of all or substantially all of the assets of the Customer; (b) the acquisition of beneficial ownership, directly or indirectly, by any person or group of persons acting in concert, of more than fifty percent (50%) of the voting securities of the Customer; (c) the merger or consolidation of the Customer with or into any other entity or the sale, lease, transfer, conveyance or other disposition of all or substantially all of the Customer's assets to any other entity; or (d) any other transaction or series of related transactions in which the control of the Customer changes.

"Customer" means the customer ordering, purchasing, procuring services or goods from Crayon or its Affiliates. If ordering for Affiliates, the Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

"Licence" means the permission granted by a Licensor to Customer, allowing Customer to exercise certain privileges with respect to its software regardless if the software is installed on premises or accessed as cloud services. The Licenses to be supplied or made available under these General Terms will be listed in the respective quote from Crayon, Customer PO and Order Confirmation(s) and may include temporary usage rights (e.g. subscriptions, cloud services), updates and upgrades, patches or any other changes offered by the Licensor according to the EULA or PT.

"Licensor" means the legal entity that is the owner of the Intellectual Property Rights vested in the Licenses with the authority to define the End User License Agreement ("EULA"), Product Terms ("PT") or other terms and conditions for the use of the Licenses.

"Intellectual Property Rights" means any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques,

business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

"Party" means either Crayon or the Customer, together "Parties".

"Services" means any services, including professional, managed, support and cloud services provided, supplied or resold by Crayon.

2. Agreement

All contractual relationships between Crayon and/or its Affiliate and the Customer shall be governed by these General Terms.

Customer accepts these terms on behalf of the entity they represent (together with its Affiliates) by either: (i) physically or electronically signing an Agreement incorporating these General Terms; or (ii) in the absence of any signed agreement, by coming into an agreement or placing an order with Crayon in any form or manner.

In case of any inconsistency between the General Terms and an Agreement, the Terms will prevail unless the Agreement expressly mentions that its provisions override these General Terms. Any other effort to change or revise these General Terms will be considered null and void. Any changes to these General Terms within an Agreement are only applicable to that Agreement and will not alter the General Terms for any other reason. Any Customer's standard terms are hereby explicitly rejected.

When purchasing Licences, Customer acknowledges that they may also be required to enter into an EULA, PT or other terms and conditions with the Licensor for the use of the Licenses.

3. Performance and Warranties

Crayon warrants that it shall perform its obligations in a professional and workmanlike manner in accordance with generally accepted industry standards. To the maximum extent permissible by law, all conditions and warranties which may be excluded by applicable law are hereby expressly excluded. No express conditions or warranties are made by Crayon except those expressly provided by Crayon in this Agreement. Customer acknowledges that Crayon only provides Licenses according to the relevant EULA and PT or other terms and conditions for the use of the Licenses, which may include a limited warranty from Licensor. All of Customer's rights and remedies regarding the Licenses, warranty, liability, and indemnity will be determined by the relevant EULA, PT or other terms and conditions for the use of the Licenses. Customer shall sign or accept an EULA, PT or other terms and conditions for the use of the Licenses with the Licensor before using Licensor's software or services. The EULA/PT or other terms and conditions for the use of the Licenses will state all warranties and representations for the Licenses granted.

Crayon does not give any warranties or representations for any Licenses or software.

Both Parties warrant to the other Party that:

- i) It has the full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative;
- ii) it has the authority to grant any rights to be granted under this Agreement; and
- iii) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to the other Party and any of its subcontractors, any materials reasonably necessary for the fulfilment of all its obligations under this Agreement.

4. Payments

If not agreed otherwise, all orders are subject to the following fees: a handling fee of DKK 750 per transaction, a billing fee of DKK 100, and for any physical media shipping and handling fees as stated in the purchase order.

Any Customer requests for changes to an invoice after it has been correctly issued, (e.g. change of P.O. number, customer entity, etc.) is subject to a handling fee of DKK 750.

Customer may not withhold payment, offset, or make deductions of any kind, including but not limited to returns, credit notes, price adjustments, billing errors, handling fees, fines imposed by Customer or any other claims or charges.

If not agreed otherwise in an offer, payments are due within 14 days of the invoice date (due date) and if the Customer fails to make any payment due under this Agreement by the due date, Crayon shall be entitled to charge interest on the overdue amount at the maximum rate allowed by law from the due date until the date of payment. The interest charged under this section shall be calculated daily and shall accrue and be compounded monthly. In addition to any interest charged under this section, the Customer shall be responsible for all reasonable costs and expenses incurred by Crayon in connection with the collection of any overdue amounts, including but not limited to reasonable attorneys' fees and collection agency fees. Crayon may assign its right to payments under this Agreement to a factoring company, local representative or collection company. The Parties acknowledge and agree that the interest charged under this section is a reasonable estimate of the damages that Crayon will suffer as a result of late payment and is not a penalty. Crayon may change credit or payment terms for unfilled orders if Customer's financial condition, previous payment record, or relationship with Crayon merits such change.

All prices or fees stated in an offer, a PO or any other documentation provided to customer are exclusive of any tax VAT or sales tax. Crayon will add VAT to the prices or fees on the invoice at the applicable rate. If the Customer is exempt from paying VAT, it shall provide Crayon with a valid VAT exemption certificate prior to the issuance of any invoices. If Customer is required by law to deduct or withhold any taxes from any amount payable on a cross-border transaction, the amount payable hereunder will be increased so that after making all required deductions and withholdings, Crayon

receives an amount equal to the amount it would have received had no such deductions or withholdings been made. Each Party shall promptly notify the other Party in writing of any tax, duty, fee, or other charge assessed against it by any governmental authority that may affect the other Party's performance under this Agreement. Each Party shall cooperate with the other Party and provide all necessary information and assistance to enable the other Party to comply with its tax reporting and payment obligations under this Agreement.

Crayon may implement a consumption-based pricing policy, where the price is defined by the licensor and may vary based on the Customer's usage of the services or products. Crayon reserves the right, but not the obligation, to limit the Customer's consumption if abnormalities in consumption are detected. This is to ensure fair usage. The Customer will be notified of any such capping and will have the opportunity to discuss the matter with Crayon. For the avoidance of doubt, Customer shall be liable for any consumption incurred on its account, notwithstanding any or no cap being implemented by Crayon.

For any agreements with a duration of over 12 months, Crayon reserves the right to adjust the pricing once annually, in accordance with the consumer price index. Crayon will notify Customer of the adjustment a minimum of three months prior to application.

5. Intellectual Property Rights

Except as expressly set forth in the Agreement, no Intellectual Property Rights shall be deemed transferred from one Party to the other, or to any third Party, under this Agreement. The Customer shall promptly notify Crayon if any claim or demand is made, or action is brought against the Customer regarding any Intellectual Property Rights of Crayon or any of its Affiliates. Crayon shall have the exclusive right, at its discretion and expense, to conduct all negotiations for settlement and any resulting litigation, and the Customer agrees to grant Crayon exclusive control of any such negotiations or litigation. The Customer shall immediately notify Crayon of any suspected or actual infringement of Crayon's or any other company in the Crayon group's Intellectual Property Rights that comes to its attention. Crayon shall not be obligated to defend its rights, but if it chooses to do so, the Customer shall provide reasonable assistance at no extra cost to Crayon to contest any claim or demand made or action brought against the Customer and/or Crayon. If Crayon incurs any costs or expenses, including but not limited to attorneys' fees, in connection with any claim, demand, or action arising from the Customer's breach of this section, the Customer shall be liable for such costs and expenses.

6. Liability

Crayon shall not be liable for any delays or claims that is the result, directly or indirectly, of the failure by the Customer to comply with the reasonable requests of Crayon, or from the breach by the Customer of any provision of the Agreement. Customer shall not be liable for any delays or claims that is the result, directly or indirectly, of the failure by Crayon to comply with the reasonable requests of Customer, or from the breach by Crayon of any provision of the Agreement.

Neither party shall be liable to the other party for any indirect or consequential damages, including lost revenues, lost profits, or lost prospective economic advantage, whether or not foreseeable and whether or not based on contract, damages, statutory or warranty claims or otherwise. Each party hereby releases and waives any claims against the other party regarding such damages.

Furthermore, neither party's liability for damages shall under any circumstances exceed the aggregated fees (excl VAT) invoiced by Crayon under the Agreement during the twelve (12) months period immediately preceding the calendar month in which the cause of the liability arose. Until the first calendar year is ended, the maximum liability shall be calculated as the average fees paid per month during the validity of the Agreement multiplied by twelve (12).

7. Indemnity

To the extent permitted by law, the Customer agrees to indemnify Crayon, its officers, directors, employees, contractors, agents, successors, or assigns and hold them harmless from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, legal fees and court costs arising out of or in connection with: (a) Any breach of laws by the Customer; (b) Any breach by the of this Agreement; (c) Any negligent act or omission of the Customer or its employees, contractors, subcontractors, officers, agents ("Personnel"); (d) Wilful misconduct or a fraudulent act or omission of the Customer or any of its Personnel in relation to this Agreement; or (e) Any liability to a third Party arising because of any act or omission by the Customer or its Personnel.

8. Term and Termination

If either Party breaches a material term of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice from the non-breaching Party specifying the breach, the non-breaching Party shall have the right to terminate this Agreement upon written notice to the breaching Party. For the purposes of this Agreement, a "Material Breach" shall mean any breach of this Agreement that is not minor or trivial and that, if not cured, would materially affect the ability of the nonbreaching Party to receive the benefits of this Agreement or may otherwise cause irreparable harm to the non-breaching Party. The rights of the non-breaching Party under this section shall not be exclusive and shall be in addition to any other rights and remedies available at law or in equity.

In addition, Crayon may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- i) There is a Change of Control in the Customer; ii) The Customer becomes insolvent or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, or a receiver is appointed for the Customer, or the Customer becomes subject to any proceeding under any bankruptcy or insolvency law;
- iii) The Customer violates any applicable law, rule or regulation which has a material adverse effect on the performance of this Agreement; or

- iv) The Customer engages in any fraudulent or illegal activity related to the performance of this Agreement.

Termination for any reason by the Customer may be subject to fulfilment of certain obligations towards Crayon or Lincesor, and Customer must fulfil any outstanding payment obligations to Crayon before termination takes effect.

9. Remedies

In addition to any other remedies available at law or in equity, Crayon shall have the right to seek specific performance, injunctive relief or other equitable relief to enforce the provisions of this Agreement.

10. Assignment

The Customer shall not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of Crayon. Crayon may assign or transfer this Agreement or any of its rights or obligations hereunder to any third party, provided that Crayon gives the Customer written notice of such assignment or transfer. Any assignment or transfer of this Agreement in violation of this section shall be null and void.

11. Amendments

Crayon is entitled to amend these this Agreement in order to reflect any changes and updates imposed on it by a Lincesor.

12. Subcontracting

Crayon may engage third-party subcontractors in the performance of this Agreement, provided that Crayon remains responsible for the performance of such services in accordance with the terms of this Agreement. The use of subcontractors shall not relieve Crayon of its obligations or liabilities under this Agreement. Crayon shall ensure that any subcontractor engaged to perform services under this Agreement shall be bound by the same terms as those applicable to Crayon under this Agreement.

13. Governing Law and Jurisdiction

This Agreement shall be governed by the substantive laws of the principal place of business of the Crayon Affiliate being the Party to this Agreement, without reference to its choice and conflict of law's provisions. All disputes arising out of or in connection with this Agreement shall be finally settled by the courts of the principal place of business of the Crayon Affiliate being the Party to this Agreement, except that Crayon may, at its own option, bring suit for collection in the country where the Customer is located.

14. Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the dispute through amicable, good faith negotiations within a period of 14 days. If the dispute cannot be resolved through negotiations, the Parties shall escalate the matter internally to their respective senior management for resolution within a

period of 14 days. If the dispute remains unresolved after internal escalation, the Parties may submit the dispute to litigation for resolution.

15. Confidentiality and Announcements

The parties acknowledge and agree that any Confidential Information exchanged between them shall be governed by the terms of any existing non-disclosure agreement ("NDA") between the parties. To the extent that there is no existing NDA between the parties, or to the extent that the terms of any existing NDA are silent or incomplete with respect to any information exchanged under this Agreement, the parties agree to be bound by the following terms:

- i) Each Party agrees to keep confidential and not disclose to any third Party, except as permitted under this Agreement or as required by law, any Confidential Information received from the other Party.
- ii) For the purposes of this Agreement, "Confidential Information" shall mean any non-public information that is designated as confidential or that, under the circumstances, would reasonably be understood to be confidential.
- iii) The obligations of confidentiality set forth in this Agreement shall survive the termination or expiration of this Agreement for a period of three (3) years, unless otherwise agreed to in writing by the parties.
- iv) The receiving Party may disclose the Confidential Information of the disclosing Party to its employees, consultants, and agents who have a need to know such information and who are bound by written obligations of confidentiality no less restrictive than those set forth in this Agreement.
- v) The receiving Party shall be responsible for any breach of this Agreement by its employees, consultants, and agents.

Nothing in this Agreement shall be construed to limit any rights or remedies available to a Party under any existing NDA or any other agreement between the parties. In the event of any conflict between the terms of this Agreement and any existing NDA, the terms of the existing NDA shall govern with respect to any Confidential Information exchanged thereunder. Neither Party shall issue any public announcements, press releases, or other disclosures relating to this Agreement or the relationship between the parties without the prior written approval of the other Party, except as required by law. Notwithstanding the foregoing, either Party may disclose the terms of this Agreement to its legal and financial advisors, and in connection with any merger, acquisition, financing, or similar transaction involving the Party or its assets, provided that such advisors are bound by confidentiality obligations no less stringent than those set forth in this Agreement or any NDA between the Parties.

16. Data Protection and Privacy

All Personal Data received or collected by Crayon in connection with the performance of this Agreement will be processed by Crayon in accordance with Crayon's privacy policy which can be accessed at <https://www.crayon.com/about-us/privacy-andsecurity/>. Customer shall comply with applicable privacy and data protection laws. Customer represents that Customer's data

protection policies and practices are, and will be maintained, at a minimum, in accordance with standard industry practices applicable to data protection, and that Customer has taken all appropriate security measures required by applicable law, including ensuring that persons it has authorised to process Personal Data are under appropriate obligations of confidentiality. Customer is not authorised to transfer Personal Data or Confidential Information to any other party or subprocess without Crayon's pre-approval. Furthermore, Customer shall assist Crayon as necessary to respond to requests from individuals that are exercising their privacy rights. At the request of Crayon. Customer shall provide written notice without undue delay of any unauthorised access, use or disclosure of Personal Data or any security breach that could affect Crayon or could impact the activities to be performed under this Agreement. In such event, Customer shall immediately take remedial action as required by applicable data protection legislation and as requested by Crayon.

17. Information Security

The Customer shall implement and maintain high industry standard administrative, physical, and technical safeguards to protect against unauthorised access to and use of its systems.

18. Audit

Crayon reserves the right to conduct an audit of the Customer's compliance with the terms of this Agreement. Such audit may include, but not be limited to, a review of the Customer's books, records, and systems related to its performance under and compliance with this Agreement. Crayon may engage an independent auditor under nondisclosure obligations to perform the audit.

The Customer shall promptly provide Crayon with full access to all relevant documents and information related to the performance of this Agreement. All information and documents related to the audit process will be confidential information and used solely for the audit process. The Customer shall also cooperate fully with Crayon in the conduct of any such audit.

Crayon may exercise its audit rights at any time during the term of this Agreement and for a period of three (3) years after its termination. The costs associated with the audit shall be borne by Crayon unless the audit reveals that the Customer is in Material Breach of this Agreement, in which case the Customer shall bear the costs.

In the event that the audit reveals that the Customer is in Material Breach of this Agreement, Crayon may take appropriate measures, up to and including termination of this Agreement.

19. Force Majeure

If and to the extent that either Party's performance of any of its obligations (other than Customer's payment obligations) pursuant to this Agreement is prevented, hindered or delayed by lightning, labour disputes, fire, amendments to regulations issued by governmental authorities, intervention of authorities, flood, earthquake, elements of nature or, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other cause beyond the reasonable control of such Party ("Force Majeure Event"), then the non-performing Party shall be excused from any performance of those obligations affected by

the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature thereof. The nonperforming Party is, however, always obligated to mitigate the effects of the Force Majeure Event. Where performance of a Party's obligations under this Agreement is materially prevented for a period more than three (3) months as a result of a Force Majeure Event, each Party is entitled to terminate this Agreement by a written notice to the other Party to that effect. If, as a result of a Force Majeure Event, the performance by either Party of such Party's obligations under this Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.

20. Compliance with Laws

Each party agrees to conduct its respective business activities under this Agreement in full compliance with all applicable laws. Specifically, each party will:

- i) Comply with all relevant import and export laws and regulations, including but not limited to trade laws such as the U.S. Export Administration Regulations, and adhere to any end-user, end-use, and destination restrictions by the U.S. and other governments, as well as sanctions regulations administered by the U.S. Office of Foreign Assets Control ("trade laws"). The Company shall refrain from taking any action that could cause Crayon to violate trade laws. Crayon reserves the right to reject, suspend, or terminate the Agreement immediately if it reasonably believes that continued performance would violate trade laws or expose it to sanctions or penalties under trade laws.
- ii) Adhere to all environmental protection laws and regulations, including those related to the use, import, collection, treatment, recovery, recycling, disposal, and reuse of Product, and pay any associated fees and taxes.
- iii) Respect and comply with laws governing the rights to and protection of the other party's copyrights, trademarks, patents, trade secrets, and other forms of intellectual property.
- iv) Comply with laws governing labour practices, human rights, and health and safety.
- v) Obtain and maintain any required local government approvals at its own expense.
- vi) Provide timely information, assistance, and cooperation as necessary to comply with laws, or to register or report to any governmental agency or certification body that regulates or certifies the use, licensing, or distribution of Products.
- vii) Crayon reserves the right to reject any order for legal or regulatory reasons or if it reasonably determines that fulfilling such order would pose additional risks of liability, including alleged violations of anti-corruption laws, or risks of fraud or piracy of Products.

21. Integrity and Business Conduct Each Party agrees to:

- i) Conduct its business activities with utmost integrity;
- ii) Comply with anti-corruption laws and other laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, and money laundering;
- iii) Ensure that none of its representatives directly or indirectly offer anything of value to any party's employees, candidates for political office, officials or employees of governmental entities, public international organizations, or political parties, to improperly influence any act or decision for the purpose of promoting the business interests of either party;
- iv) Ensure that all communications between the parties are complete, truthful, accurate, not misleading, and include any required disclosures. Additionally, refrain from retaliating against anyone who has, in good faith, reported a possible violation of these commitments; and
- v) If either party has a good-faith reason to believe that the other party is in violation of anti-corruption laws in connection with business or sales activity relating to the Agreement, it shall notify the other party with a general description of the concern and the reason for its belief. The Company may contact Crayon's Integrity and Concerns Team (concerns@crayon.com) with questions or requests for further information or guidance. The parties will confer in good faith on an appropriate and lawful approach to addressing the concern.

As part of Crayon's Secured Business Ecosystem program, and in accordance with international regulations on supply chain due diligence (including but not limited to the Norwegian Transparency Act), Crayon conducts assessments on all business relationships, both before and during any contractual agreement. This is to ensure compliance with international sanctions and to ensure that our Customers adhere to our integrity, compliance, labour and human rights, decent working conditions, environmental, security, and privacy standards.

Crayon will utilize the information previously provided by the Customer in the Due Diligence Questionnaire to determine whether to enter or maintain any contractual relationship with the Customer. It is understood that any refusal to participate or complete this process, as well as the provision of false or misleading information, will entitle Crayon to immediately terminate (without any liability to Crayon) any due diligence process, contract, or agreement with the Customer. The Customer is required to provide attestation documents and relevant information evidencing compliance at any point before and during the business relationship with Crayon, and upon our request. Failure to provide evidence within a reasonable time shall be considered a material breach of this Agreement.

22. Miscellaneous

Notices. All notices and other communications hereunder being in writing shall be deemed to have been duly given if delivered by registered mail or a courier to the registered office

address of the receiving Party, or by e-mail to an e-mail address, provided by the receiving Party. Crayon may inform the customer about the changes to these terms on Cloud-IQ.

Third-parties. The Agreement is by and between Crayon, its Affiliates and the Customer and there are no third-party beneficiaries to the Agreement.

Marketing. No public disclosures by either party relating to the Agreement or any use of the other party's name, logotype or other marks or signs, except for internal announcements or disclosures required to meet legal or regulatory requirements shall be made without the prior written approval of the other party.

UN CISG. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods.

No Waiver. No consent or waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party in default shall not constitute a waiver by the first Party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the waiving Party.

Headings. The headings of this Agreement are for convenience only and shall not define, extend, or limit any of the terms or provisions hereof.

Schedule. The Customer shall, without delay, notify Crayon upon learning of circumstances which may necessitate a modification of any time schedule for the performance of and delivery by Crayon.

Survival. Any provision of this Agreement that either expressly or by its nature is intended to survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement to the extent necessary to carry out the intentions of the Parties under this Agreement. The termination or expiration of this Agreement shall not affect any rights or obligations accrued or incurred prior to such termination or expiration, including any payment obligations or any rights or obligations that by their nature are intended to survive termination or expiration of this Agreement.

Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

No agency. Unless otherwise expressly provided, this Agreement does not create an agency, partnership, joint venture, or any other similar relationship between the parties. Neither party has any authority to act on behalf of the other party or to bind the other party in any way, except as expressly provided in this Agreement.

Language. The Agreement is written in English. Any translation of the Agreement into a language other than English is for information purposes only and is not binding.