

PARTNER AGREEMENT

concerning

SESAM SaaS Services

SESAM.io AS

Org.no.: 922409676

("Sesam")

is entering into a commercial business partner agreement with

[Partner]

Org.no.: *

("Partner")

The agreement is signed in two copies, one for each Party:

Place, date:

Name/title: Axel Borge, CEO

Sesam.io AS

Place, date:

Name/title: [Partner to fill in]

PARTNER

1 DEFINITIONS

- 1.1. **"Agreement"** refers to this agreement (w/appendixes) for the commercial collaboration concerning sale of the product Sesam SaaS services;
- 1.2. **"Terms of Service"** refers to "Agreement on access to and use of SESAM Software as a Service (SaaS) ", including appendixes;
- 1.3. **"SaaS Services"** are Sesam's SaaS Services as described and specified in the Terms of Service;
- 1.4. **"Intellectual Property Rights"** refers to any and all tangible and intangible rights in any and all jurisdictions, whether registered or not, including but not limited to technical solutions, methods, processes and procedures, whether patented, patentable or not, as well as all copyrights, trademarks, designs, databases, drawings, specifications, prototypes, trade secrets, know-how and the like;
- 1.5. **"Sesam's Intellectual Property Rights"** means the Material Contributions and Intellectual Property Rights that SESAM owns, uses and brings into the Collaboration;
- 1.6. **"Collaboration"** means the collaboration between the Partner and Sesam, which involves the Partner marketing and selling the SaaS services on behalf of SESAM;
- 1.7. **"Collaborative result"** means any sales completed by/with the help of the Partner in the case of SaaS services, where an agreement has been entered into with Customer/End User.

2. PURPOSE

- 2.1. The purpose of this Agreement is to regulate Sesam's and the Partner's ("**the Parties**") obligations and rights in connection with the Parties' Collaboration. This Agreement requires that the Partner has signed and/or accepted the Terms of Service, including appendixes. By accepting the Terms of Service, the Partner will also be able to access and use the SaaS Services provided by Sesam in accordance with Terms of Service.
- 2.2. Sesam grants the Partner a limited, non-exclusive and terminable right, cf. sections 3.1 and 3.6 to market and sell/sublicense the SaaS Services to the Partner's Customers/End Users, and the Partner is willing to market, promote and distribute SaaS services and/or offer its own services and Sesam SaaS services collectively to Customers/End Users for one or both of the following purposes, and in the accordance with the terms that are described in this Agreement:
 - 2.2.1. Partner markets, sells, provides and invoices the SaaS Services to Customers/End Users for the purpose of:
 - 2.2.1.1. integrating the SaaS Services with the Customer/End User's own products/services; and/or
 - 2.2.1.2. selling the SaaS Services together (bundling) with the Partner's own services/products.
- 2.3. When the Partner markets and sells the SaaS Services as described in section 2.2.1, they must provide consultants to the Customer/End User. If so, the Partner must be a Sesam Certified Solution Partner, cf section 6.1.2.

3. THE COLLABORATION

- 3.1. Partner's Rights: Pursuant to the terms of this Agreement, Sesam grants the Partner a non-exclusive, terminable, worldwide right to market and distribute the SaaS Services and necessary documentation to Customers/End Users, including all modifications, enhancements, upgrades, and new versions and releases of the SaaS Services, or parts thereof, and the right to sublicense to Customers/End Users.

- 3.2. Business development: The Parties will actively seek and pursue market innovation opportunities and, without undue delay, keep each other informed of such opportunities.
- 3.3. Application Programming Interface (API): Responsibility and costs related to the development of new APIs shall be discussed and agreed between the parties for each new development. Unless otherwise agreed, Sesam shall own all APIs in connection with the SaaS Services, whether developed before, during or after termination of the Agreement.
- 3.4. No exclusivity: Nothing in this Agreement implies that the Partner receives exclusivity for resale, integrated sales and total sales, cf. section 2.2 above. During the course of this Agreement and after termination of this Agreement, Sesam shall have the right to enter into similar agreements with other partners for the same purposes as stated herein or elsewhere.
- 3.5. Trademarks: The Parties may use names, trademarks, service marks, trade names, product names and logos of the other party ("Brands") for advertising, distribution and marketing of the services to Customers/End Users. Each Party agrees and shall ensure that it will not change, modify, hide, remove or make any other changes to any Brands without the other party's prior approval.
- 3.6. The Partner agrees not to register or use, or attempt to register or use, any trademark that may be confusing to Sesam's trademarks in any jurisdiction.
- 3.7. The Partner will seek to obtain consent of its Customers/End Users for their inclusion in Sesam's list of references.

4. COLLABORATIVE RESULTS AND DISCOUNT

- 4.1. The Collaborative Results and Discount for Partner re-sale:
 - 4.1.1. When the Partner markets/provides/sells the SaaS Services to Customers/End Users as described in 2.2.1, the Partner enters into agreement and invoices the Customer/End User themselves.
 - 4.1.2. The Partner will have their own user in portal.sesam.io upon signing this Agreement and accepting the Terms of Service. The Partner must then register each new Customers/End Users in the portal by making subscriptions for them. The Customer/End User will thus gain access to the SaaS Services. Partner must make sure that the Customer/End User has signed the Terms of Service before access is given to the SaaS services.
 - 4.1.3. To qualify for the 15% discount, the Partner must run and drive the process, as well as invoice the Customer/End User. For the avoidance of doubt, the discount is 15% of monthly revenue on the SaaS Services for each Customer/End User, calculating from the Effective Date of the signed Terms of Service by the Customer/End User.
 - 4.1.4. The Partner is eligible for a 15% discount for as long as the separate service agreement between the Partner and the Customer/End User is valid and the SaaS Services are a part of the separate service agreement and generates income for Sesam. In cases where the professional relationship between Partner and Customer/End User changes, in a way that affects the SaaS Services so income is no longer generated for Sesam, the Partner will no longer be eligible for the 15% discount from Sesam.

4.1.5. To be eligible for the 15% discount the Partner must be a Sesam Certified Solution Partner, cf section 2.3 and section 6.1.2.

4.2. The 15% discount will be delivered to the Partner as a discount on the monthly invoice from Sesam. Sesam will subtract the 15% on the monthly invoice on the SaaS Services as they are calculated for each Customer/End User.

4.3. All discounts to Partner under this Agreement is depending on, and subject to (where applicable), the Terms of Service Appendix 2 – Subscription Fee, payment terms.

5. OBLIGATIONS OF BOTH PARTIES

5.1. In addition to the specific obligations set forth in this Agreement, the Parties shall appoint a contact person:

Contact person Sesam:
Name: _____
Phone no: _____
Email: _____

Contact person *Partner:
Name: _____
Phone No: _____
Email: _____

5.2. and shall without undue delay:

5.2.1. notify the other Party of matters which the Party understands or should understand may affect the Agreement;

5.2.2. facilitate the conditions for the other Party to perform its duties in accordance with the Agreement;

5.2.3. perform its duties under the Agreement professionally, efficiently and with a high professional standard;

5.2.4. sincerely cooperate with the other Party and safeguard the other Party's interests; and

5.2.5. sincerely cooperate with third parties to the extent necessary to achieve the purpose of this Agreement.

6. PARTNER OBLIGATIONS

6.1. The Partner may market and sell the SaaS Services on the following terms:

6.1.1. The Partner shall cover all costs related to the fulfillment of its own obligations under this Agreement, cf section 8, unless otherwise expressly provided in this Agreement.

6.1.2. In cases where the Partner provides consultants of their own that will perform tasks relating to the SaaS Services for the Partner's Customers/End Users, the Partner must ensure that the consultants participate and receive certification in a minimum of 1 (one) technical training course for the SaaS Services ("Sesam Technical Training") within a time period of 3 (three) months from starting a project that involves the SaaS

Services. To be a Sesam Certified Solution Partner, the Partner must have at least 3 (three) certified consultants in each applicable region.

6.1.3. The Partner shall keep Sesam informed of market conditions and all other relevant matters to the sale of SaaS Services, and follow reasonable instructions from Sesam. Hereunder, the Partner shall:

- 6.1.3.1. as soon as possible send the received orders, offers and requests to Sesam.
- 6.1.3.2. offer the SaaS Services on the terms of sale and delivery that are set by Sesam.
- 6.1.3.3. only use Sesam's trademarks or other intellectual property to the extent permitted by the Agreement.

6.1.4. The Partner shall not, without prior written approval from an authorised representative of Sesam, waive, alter, or change any provision of any terms and conditions for any documentation related to the SaaS Services, including but not limited to the Terms of Service.

6.1.5. The Partner shall not sell or promise to deliver any Sesam product other than the SaaS Services as they exist at any time.

6.1.6. Partner must not: (i) make the SaaS Services and/or Documentation available to any person other than Customer and/or End-User; (ii) access the SaaS Services or use the Documentation in order to develop a similar product or build a competitive product.

6.1.7. For the avoidance of doubt, the Partner shall have no right to sublicense/grant to others the right granted from Sesam herein to sell the SaaS Services, Documentation or any Sesam Intellectual Property Rights for the Customer/End User, or any other third party, to manufacture, market, sell, distribute or otherwise provide the SaaS Services or Documentation to any third party as a reseller or for other commercial purposes, or for the Customer/End User to modify, translate, reverse engineer, decompile, disassemble or create Modifications from, share, transfer, disclose, copy or publish the SaaS Services or Documentation. Neither shall the Partner have the right to modify, translate, reverse engineer, decompile, disassemble or create Modifications from, or copy the Services or Documentation without the Sesam's prior written approval.

6.2. By accepting the Terms of Service, the Partner has also agreed to the terms set forth in Sesam's Data Processing Addendum. The Partner will ensure that any obligations under applicable privacy laws, including but not limited to GDPR, are followed, including obtaining any consent from Customers/End Users where applicable.

7. SESAM'S OBLIGATIONS

7.1. Sesam shall provide technical support to meet the Partner's needs, cf Terms of Service, and Appendix 1 – Description of the Services.

7.2. If necessary, Sesam will facilitate Sesam Technical Training in the SaaS Services for the Partner. The fee for Sesam Technical Training must be covered by the Partner, cf section 8.1

7.3. If the Partner is a Sesam Certified Solution Partner, Sesam must facilitate Sesam Technical Training for the Partner. The fee for Sesam Technical Training must be covered by the Partner, cf section 8.1.

7.4. Sesam will invite the Partner to all seminars and courses related to the use of SaaS services.

8. FINANCING AND FEES

8.1. Each party will cover its own expenses, insofar as nothing else is agreed upon in this Agreement or additions to the Agreement made in writing subsequent to the Agreement. The Partner has access to, and can use the SaaS services according to the agreed payment terms in Terms of Service, Appendix 2 – Subscriptions Fee, payment terms. For Partner discount, see section 4 in this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Parties agree that no Intellectual Property Rights will be transferred to the Parties under this Agreement but remain the property of each respective Party whether the Agreement is terminated or not, and also in cases when the Parties are applying for debt settlement or goes bankrupt.

9.2. The Parties warrant that they own all rights, title and interest to their own Services and their Documentation and that each Party has the right to grant the rights described in this Agreement without the consent of any third party. Each Party warrants that it is not aware of any pending or threatened legal proceeding against it with respect to ownership or title in or to their Services.

9.3. Sesam's Intellectual Property Rights

9.3.1. Ownership and Intellectual Property Rights, cf section 1. 6, hereunder all rights, titles and interests (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and any other Intellectual Property Rights), related to SaaS services are retained by Sesam.

9.3.2. Upon the event that any Modifications to the SaaS Services or the Documentation has occurred, Sesam shall immediately become the Party that owns those Services or the Documentation (Intellectual Property Rights). For the purpose of this Agreement, Modifications means translations, improvements, updates, enhancements, or any other form of changes/amendments or modifications in the Services and/or the Documentation.

9.4. Rights of Use

9.4.1. Sesam grants the Partner a free-of-charge right of use to Sesam's Intellectual Property to the extent that such right of use is necessary for the Partner to be able to carry out their own work in the Collaboration.

9.5. Partner shall cooperate fully with and assist Sesam in its efforts to protect Sesam's Intellectual Property Rights and shall exercise reasonable diligence to detect and shall immediately advise Sesam if it becomes aware of any infringement of any Intellectual Property Rights owned or used by Sesam.

9.6. Third Party IPR and indemnification

9.6.1. Each Party shall obtain approval before using any material, in relation to the performance of its obligations under the Agreement, which is or may be subject to any third party Intellectual Property Rights. Each Party shall notify the other Party promptly of any infringement of any Intellectual Property Rights relating to the SaaS Services. Each Party shall take all appropriate actions in connection with any such infringement. The other Party agrees to reasonably cooperate, at no expense beyond reasonable internal costs to that Party, in connection therewith.

9.6.2. In case of claims of infringement of third party rights, the Terms of Service section 9 Infringement of Third Party Rights shall apply for the Partner similarly as for Customers/End Users.

10. LOYALTY AND CONFIDENTIALITY

10.1. The Parties shall act loyally and reasonably towards each other and to a reasonable extent safeguard the other party's interests towards outsiders.

10.2. Information about the other party or other party's activities that the Parties become aware of in connection with the Agreement shall not be made available to outsiders without the consent of the other party. The parties shall take the necessary precautions to ensure that unauthorized persons do not gain access to confidential information.

10.3. Furthermore, the Terms of Service section 12 - Confidentiality shall apply whereas the term "Customer" shall have the meaning of "Partner".

11. NON-SOLICITATION

11.1. As long as the Agreement is in force, and for a period of two years thereafter, the Partner shall not (directly or indirectly) solicit or induce, or attempt to solicit or induce, or contribute to others soliciting or inducing employees or contractors in Sesam, with the intention of having the person terminate his position or terminate his contractual relationship with Sesam. The Partner shall also not contact Sesam's other Customers/End Users in order to have the Customer/End User change their customer relationship with Sesam.

12. WARRANTIES

12.1 Each Party warrants to the other Party that: (i) such Party is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) such Party has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement constitutes the legal, valid, and binding agreement of such Party; (iv) as of the Effective Date, there is no outstanding litigation, arbitrated matter or other dispute to which such Party is a party, which, if decided unfavourably to it, would reasonably be expected to have a potential or actual material adverse effect on such party's ability to fulfil its obligations under this Agreement; and (v) no consent, approval or withholding of objection is required from any entity, including any governmental authority, with respect to such party's entering into this Agreement.

13. BREACH

13.1. If either Party breaches any provision of the Agreement and fails to remedy such breach within 30 (thirty) days after the breach has happened or has been discovered, the non-

breaching Party may terminate the Agreement on written notice following the end of such 30 (thirty) days period.

- 13.2. If either Party violates applicable law, the other Party may terminate the Agreement immediately upon notice.
- 13.3. In case of termination of the Agreement the Parties shall cease to Collaborate and shall promptly return or destroy all copies of Documentation, unless required to maintain existing subscriptions for SaaS Services. All rights and authorizations granted by each Party shall cease, unless required to maintain existing subscriptions for SaaS Services. Each Party hereby acknowledges and accepts that nothing in the Agreement shall prohibit or restrict existing Customers/End Users to receive the respective SaaS Services for the Subscription term and subject to the payment for such SaaS Services, hence all existing Customer/End-User subscriptions for SaaS Services shall survive termination of this Agreement.
- 13.4. Each Party shall be entitled to exercise its rights under this Agreement after its termination, provided that there has been no event of a change of control, insolvency or bankruptcy of that Party and solely to the extent such exercise of rights is necessary for that Party to fulfil its contractual obligations towards existing Customers/End Users. All of each Party's Intellectual Property Rights shall be returned to that Party immediately upon termination of the Agreement or immediately after the other Party has fulfilled its necessary contractual obligations towards existing Customers/End-Users. Each Party will receive the compensation agreed under this Agreement after termination of the Agreement if that Party fulfils necessary contractual obligations towards existing Customers/End Users after such termination, including support.
- 13.5. A party may claim compensation for any direct loss resulting from delay, defect or other breach, unless the defaulting party proves that the breach or the cause of the breach is not due to the defaulting party. Compensation for indirect losses cannot be claimed. Losses as mentioned in Section 67, second paragraph, of the Purchase Act (Kjøpsloven) are counted as indirect losses. The limitation of damages at the front of this provision does not apply to costs of ordinary measures that compensate for the delayed or delayed delivery by the defaulting party, and costs of measures limiting other losses than mentioned above.

14. SUPPLIERS, EMPLOYER'S LIABILITY AND LEGAL SUBJECTIVITY

- 14.1. The Partner's use and replacement of any subcontractor to fulfill its obligations in the Collaboration shall be approved by Sesam. Approval cannot be denied unless such denial is justifiable.
- 14.2. Unless otherwise expressly agreed, employer responsibility and employment shall not be altered for a party's employees participating in the Collaboration. The parties are obliged to enter into agreements with owners, employees, partners, subcontractors and others necessary to fulfill the party's obligations under this Agreement, including to ensure the necessary safeguarding of Sesam's Intellectual Property Rights.
- 14.3. The Collaboration is not a separate legal entity and shall not act as such to the outside world.

15. LIMITATIONS OF LIABILITY

15.1. In no event shall either party be liable for any indirect, incidental or consequential loss or damage or for any lost profits, lost savings or loss of revenues suffered by the other party arising from or in any way connected with this Agreement or the distribution or provision the services.

15.2. Furthermore, the Terms of Service section 10 Liability, Limitations of Liability shall apply in similar matter for the Partner as for the Customer/End User.

16. INDEMNIFICATION

16.1. The Partner shall indemnify, defend and hold SESAM harmless, from and against all claims, lawsuits, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of, or in connection with the Partner's grant of a warranty to any Customer/End-User exceeding the limited warranty set forth in the applicable Documentation, or the Partner's gross negligence or wilful misconduct. The Partner shall in addition indemnify, defend and hold SESAM harmless, from and against all claims, lawsuits, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of, or in connection with breach of section *6.1.4-6.1.7 in the Agreement.

17. RECORDS AND AUDIT RIGHTS

17.1. Both Parties shall keep full, true and accurate accounts and records of all its activities reasonably necessary to determine its compliance with the terms and conditions of this Agreement.

17.2. Each Party shall have the right to have an independent auditor, reasonably acceptable by the other Party, perform an audit. Such auditor shall have access to any records, materials and systems of the Parties related to and limited to this Agreement. Parties shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the other Party. The auditing Party shall give reasonable notice before such audit, at least 20 calendar days, and the audit shall be carried out during normal business hours as set out in Terms of Service. An audit may be conducted no more frequently than once every year and shall be subject to the auditors executing a confidentiality agreement in form and substance reasonably acceptable to both Parties. Notwithstanding the foregoing, the aforesaid limitation shall not apply to the audits initiated by the state authorities. The Party requesting the audit shall bear all costs related to the independent auditor while each Party shall bear their own respective internal costs in connection with such audit. However, if the audit reveals a breach or non-compliance by the Party being audited, such Party shall correct such breach for free.

18. DURATION

18.1. The Agreement shall take effect from the date of signature and shall run until terminated.

18.2. The notice period is two months. The notice period runs from the 1st of the month after the notice was given. Termination must be given in writing to be binding.

19. CHOICE OF LAW

19.1. This Agreement will be construed, regulated and interpreted in accordance with and governed by Norwegian laws, without giving effect to its conflicts of law principles. Further, the Partner and Sesam agree to submit to the jurisdiction of Oslo, Norway for any legal disputes

regarding this Agreement or its subject matter herein, if such a dispute is not resolved through negotiations or mediation.