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Master Services Agreement

Particulars

Date	31.01.2023
Service Provider	OS-IX AS (incorporated in Norway with registration number 923 118 535) whose registered office is at Karenslyst allé 53, 0279 Oslo
Service Provider's E-mail Address	post@bulk.no
Customer	Colt Technology Services AS (incorporated in Norway with registration number 982 792 924) whose registered office is at c/o EconPartner AS, Dronning Mauds gate 15, 0250 Oslo, Norway
Customer's E-mail Address	Martin.spicer@colt.net Raluca.deac@colt.net
Invoicing Address	Marius.maehlum@econpartner.no
Laws of Country Governing this MSA	Norway

Signed for the Service Provider by:		Signed for the Customer by:	
Authorised Signatory	DocuSigned by:  78DE907A1298432	Authorised Signatory	DocuSigned by:  885F008EECB844E...
Print Name	Gisle M. Eckhoff	Print Name	Dirk Slooten
Print Position	EVP	Print Position	Director
Date	1/2/2023 16:07:09 GMT	Date	31/1/2023 09:14:17 GMT



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1 DEFINITIONS & INTERPRETATION

1.1 In this Master Services Agreement, capitalised terms shall mean as set out below:

Ancillary Services means any ad hoc services or services that are contained in and can be ordered from the Customer Handbook (in relation to data centre services) or as otherwise agreed in writing between the parties from time to time and that are ancillary or complementary and are linked to the Services set-out in a Services Schedule and are ordered through an Order Form for such Ancillary Services;

Billing Start Date means any date stated as such in any Order;

CPI means: (i) in respect of where an Order is signed subject to the laws of Norway, the Consumer Price Index published by Statistics Norway or any official index replacing it; or (ii) in respect of where an Order is signed subject to the laws of Denmark, the Consumer Price Index published by Statistics Denmark;

Customer has the meaning given to it in the Particulars, or, in the case of an Order, the Group Company that is a party to the Order (where the party to it is different to the Customer under this MSA);

Customer Equipment has the meaning given to it in the applicable Service Schedule;

Customer's Address means the Customer's registered office address stated as such in the Particulars above;

Customer's E-mail Address means the Customer's e-mail address stated as such in the Particulars;

Customer Handbook means the document of the same name setting-out how the Data Centre and Ancillary Services, services or Services are to be accessed, used and/ or (in the case of Ancillary Services) ordered, by users of the Data Centre (including the Customer);

Data means all data, information, text, drawings, diagrams, images or sounds that are embedded in any electronic or tangible medium;

Data Centre means the data centre facility the address of which is stated in the Order;

Data Protection Laws means the General Data Protection Regulation (EU) 2016/679 (GDPR);

Electricity Fee: has the meaning set out in the relevant Service Schedule;

Extended Term means the period set out in any Order, if any;

Fees means the fees for Services set out in any Order, or in the case of Ancillary Services as may be stipulated in the Customer Handbook, including Monthly Charges and One-Off Charges where defined in a Service Schedule;

Force Majeure Event means an event affecting the performance by a party of its obligations under this Master Services Agreement which is caused by acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party including strikes, lockouts, pandemics or public health emergencies and other industrial disputes (except in relation to that party's own staff), acts of terrorism, war, riot or civil commotion;

Group Company means any company which is for the time being: (i) in respect of where this MSA or an Order is signed subject to the laws of Norway, a subsidiary holding company or a subsidiary of such holding company within the meaning of section 1-3 of the Norwegian Public Limited Liability Companies Act; or (ii) in respect of where this MSA or an Order is signed subject to the laws of Denmark, a subsidiary holding company or a subsidiary of such holding company within the meaning in the Danish Act on Public and Private Limited Companies;

Indexation Date means 1 January each year or any such alternative date as may be stated in an Order;

Initial Term means the period set out as such in any Order and commencing on the Service Commencement Date;

Intellectual Property Rights means patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights, know-how and all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future;

Master Services Agreement means these terms and conditions including the Particulars and all Orders and Service Schedules, the Rules & Regulations together with (if and to the extent applicable) any documents incorporated by reference or appended to an Order;

Monthly Charges means the monthly charges payable for the relevant Services as set out in the Order;

One-Off Charge means one-off fees described as such in the Order for the Services stated in the Order and payable at the times stated in the Service Schedule or in the Order;

Order means an ordering document for Services or Ancillary Services signed by both parties or by a Group Company of the Customer and/ or the Service Provider (as applicable);

Order Term means, for each Order, the Initial Term and, where applicable, any Extended Terms;

Particulars means the "Particulars" set out on the first page and forming part of this Master Services Agreement;

Rules & Regulations means the Service Providers code of conduct, rules, regulations, policies and procedures in the Customer Handbook and such other rules, regulations, policies and procedures relating to the Data Centre or its use provided to the Customer or available either on request or displayed within the Data Centre, or any revision of them made by the Service Provider and notified to the Customer from time to time (via email, the customer portal or displayed within the Data Centre) and includes any charges payable by the Customer for the provision of services and facilities specified in the same (other than in respect of the Services). Any revision of the Rules & Regulations shall not reduce the performance of the Services or result in an increase to the Fees (but may result in an increase to the charges for Ancillary Services) unless agreed in writing between the parties;

Service Level has the meaning given to it in the applicable Service Schedule;

Service Media means sewers, drains, pipes, wires, cables, conduits and other conducting media;

Service Provider has the meaning given to it in the Particulars;

Service Provider's Address means the Service Provider's registered office address stated as such in the Particulars;

Service Provider's E-mail Address means the Service Provider's e-mail address stated as such in the Particulars;

Service Provider Procured Equipment means any equipment provided by Supplier to Customer which is specifically identified as such in an Order;

Services means any services described in a Service Schedule and noted in an Order and/ or any Ancillary Services that may otherwise be agreed between the parties and noted in an Order. When "Services" is used within a Service Schedule, it means the particular services in that Service Schedule including the detailed description in Annex 1 to that Service Schedule;

Service Commencement Date means any date stated as such in any Order;

Service Schedule means a document attached to an Order (and any Annexes to it) which contains a description of the relevant Services and any additional related terms and conditions;

Telehousing means small unmanned data centres strategically located in Bulk Fiber Networks fiber infrastructure, where customers and partners may install amplifiers, distribution equipment and other technical equipment;

VAT means Value Added Tax and any similar tax substituted for it or levied in addition to it; and

Working Day means: (i) in respect of where this MSA or an Order is signed subject to the laws of Norway, any day which is not a Saturday, a Sunday or a bank or public holiday in Norway; or (ii) in respect of where this MSA or an Order is signed subject to the laws of Denmark, any day which is not a Saturday, a Sunday or a bank or public holiday in Denmark

1.2 References to Conditions, Orders, Service Schedules and Annexes are references to Conditions of this Master Services Agreement or Conditions of any Service Schedules, and Orders, Service Schedules and Annexes that form part of this Master Services Agreement.

1.3 The headings of the Conditions, Service Schedules and/or Annexes are for reference only and shall not affect the interpretation or construction thereof.

1.4 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

1.5 Use of the singular includes the plural and vice versa; use of any gender includes the other genders; any reference to persons includes natural persons and legal persons, including, but not



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limited to, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts, in each case whether or not having separate legal personality.

- 1.6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms and shall be construed to mean including without limitation.
- 1.7 Any reference to a certain document is a reference to that document as amended, varied, supplemented or renewed from time to time.
- 1.8 In the event of any ambiguity or conflict, the following order of precedence shall apply:
 - 1.8.1 the Order but only then to the extent it is expressly stated to vary the Master Services Agreement;
 - 1.8.2 then the terms and conditions set out in the Master Services Agreement above and below including the Particulars,
 - 1.8.3 then the Service Schedules (and any Annexes to them),
 - 1.8.4 then the Rules & Regulations,
 - 1.8.5 lastly any documents incorporated by reference or appended to an Orderexcept to the extent that any special conditions are explicitly stated as amending any terms of the Master Services Agreement in an Order.

2 STRUCTURE OF AGREEMENT

- 2.1 From time to time the parties, or a Group Company of either or both of the parties (as applicable), may sign Orders for the provision of Services. In all instances, the entering into an Order by the Service Provider or one of its Group Companies shall be subject to the Service Provider being reasonably satisfied that the financial covenant strength of the Customer is sufficient for the Customer to comply with its obligations under the Order. All Orders will be subject to the terms of this Master Services Agreement above and below and any terms contained in the applicable Service Schedules and shall (together with the Rules & Regulations and any documents incorporated by reference or appended to an Order) be deemed incorporated into this Master Services Agreement to form one agreement between the parties. Each Order shall be a separate contract between the parties to it, incorporating the terms of this MSA but not incorporating the terms of any other Order.
- 2.2 Subject to **Conditions 7.1** and **13.2**, the terms of this Master Services Agreement apply to the exclusion of the applicability of any terms and conditions supplied by the Customer to the Service Provider or that accompany any purchase order or other ordinary document.

3 PROVISION OF SERVICES

- 3.1 In consideration of the Fees and subject to earlier termination in accordance with the terms of this Master Services Agreement the Service Provider will provide the Services from the relevant Service Commencement Date for the relevant Order Term in accordance with the terms of this Master Services Agreement.
- 3.2 The Service Provider shall provide the Services in accordance with this Master Services Agreement except to the extent that any service level agreement in a Service Schedule explicitly stipulates otherwise.
- 3.3 The Service Provider shall perform the Services with reasonable care and skill and in accordance with this Master Services Agreement but the Service Provider will not be in breach of this **Condition 3** as a result of any failure or interruption of any of the Services:
 - 3.3.1 resulting from a Force Majeure Event, so long as the Service Provider uses its reasonable endeavours (given the circumstances) to remedy the same as soon as reasonably practicable after becoming aware of such circumstances; or
 - 3.3.2 except for those Services which are subject to a Service Level, to the extent that the Services (or any of them) cannot reasonably be provided as a result of works of inspection, maintenance, support and/or repair or other works being carried out on the fiber network, fiber facility or at the Data Centre; or
 - 3.3.3 resulting from a breach of the obligations of the Customer including failure to comply with the Rules & Regulations.
- 3.4 The Service Provider reserves the right to refuse access to the Data Centre or the Telehousing or remove from the Data Centre or the Telehousing any employees and sub-contractors of the Customer

whose admission or presence is or would be in the reasonable opinion of the Service Provider detrimental to the security of the Data Centre or in respect of whom the Customer has failed in writing to request a right of access from the Service Provider and the Service Provider will not be responsible for the consequences of any such refusal or failure or delay by the Customer in notifying it of its access requirements.

- 3.5 Service Provider, at Customer's request pursuant to an Order, may provide Customer with equipment for use by Customer. Such equipment will be clearly described in the relevant Order. Under no circumstances shall the legal title to such equipment transfer to Customer unless such equipment is designated in the relevant Order as Service Provider Procured Equipment. Legal title to Service Provider Procured Equipment will transfer to Customer on receipt by Service Provider of the applicable One-Off Charge or, where the One-Off Charge is stated in the relevant Order to be payable in instalments, on payment of the last instalment of the One-Off Charge. In the event that the relevant Order is terminated or expires prior to the payment of the last instalment of the One-Off Charge, Customer shall immediately pay to Service Provider an amount equivalent to the balance of then unpaid instalments of the One-Off Charge.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall at its own cost apply for, possess and maintain any and all authorisations, licences, registrations, and/or permits which is required to enable it to conduct its business and to use the Services.
- 4.2 The Customer undertakes to and shall comply with:
 - 4.2.1 the terms and/or conditions as set forth in any authorisations, licences or permits;
 - 4.2.2 its obligations set out in any Service Schedule; and
 - 4.2.3 the Rules & Regulations.
- 4.3 The Customer shall indemnify, keep indemnified, hold harmless and defend the Service Provider in respect of any loss, damage or expense (including legal fees) resulting from: (i) any damage to the Data Centre; (ii) any damage to the fiber; (iii) any damage to the Telehouse; (iv) claim brought by third parties relating to damage to, or destruction of, its tangible property in the Data Centre, which in either case is caused by the acts or omissions of the Customer, its employees, representatives, agents or contractors; or (v) in the case of Services provided under the Colocation Services Schedule (the "CSS"), any claim brought against the Service Provider by another user of the Data Centre or any liability of the Service Provider to pay service credits to a user of the Data Centre as a direct result of the Customer drawing power in excess of its Total Contracted Power (as defined under the CSS) and such excess power draw results in the Service Provider not having the capacity to provide the necessary power and resiliency to other users of the Data Centre .
- 4.4 Upon the expiry of the Order Term, or upon termination of this Master Services Agreement (including any Order) pursuant to the terms set out in Condition 8, Customer shall promptly return to Service Provider any equipment made available to Customer (other than Service Provider Procured Equipment, the title to which has passed to Customer in accordance with the terms of this Master Services Agreement) in compliance with the conditions of this Master Services Agreement.
- 4.5 Customer shall pay Service Provider the One-Off Charges as detailed in the applicable Order for the provision of the Service Provider Procured Equipment (if any) set out in that Order and in accordance with Condition 4.4.

5 FEES AND PAYMENT

- 5.1 The Customer shall pay the Fees for the Services with effect from the Billing Start Date. Unless stated otherwise on the Order or in the Service Schedule with respect to Fees for particular elements of the Services, the Service Provider shall issue invoices quarterly in advance of the first day of each calendar month. Any charges for Ancillary Services shall be invoiced monthly in arrears.
- 5.2 The Customer shall pay all undisputed invoices, or all undisputed parts of invoices (as the case maybe) in full and cleared funds within 30 days of the date of the invoice.
- 5.3 If the Customer disputes an invoice or any element of it, it must, when disputing it provide clear and complete details as to why it does not consider that the invoice or any element of it is not due.



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- The parties will in good faith and expediently work to resolve any dispute concerning an invoice.
- 5.4 Any sums payable under this Master Services Agreement shall be paid in Euros (unless a different currency is stated in the Order) to the relevant bank accounts as stated on the invoices for the same. The receipt of the payment and not its dispatch shall be decisive for determining the payment time.
- 5.5 The Fees shall be payable by banker's standing order.
- 5.6 The Service Provider may increase Fees on the Indexation Date each year by two per cent (2%) or (if higher) the percentage increase in the CPI during the 12 months preceding that date and may be subject to further increase in accordance with **Condition 5.7**.
- 5.7 The Service Provider may increase Fees at any time to include any reasonable charges, levies or taxes introduced by the government or any regulatory bodies that are applicable to the Services and the Service Provider shall notify the Customer of the same in writing no less than 30 days in advance of any such increase taking effect.
- 5.8 If any sum due under this Master Services Agreement is not paid by the Customer by the due date, then (without prejudice to the Service Provider's other rights and remedies) the Service Provider reserves the right to charge interest on such sums on a daily basis (after as well as before judgment) from the due date to the date of payment at the rate stipulated by: (i) in respect of where an Order is signed subject to the laws of Norway, the Norwegian Late Payment Act; or (ii) (i) in respect of where an Order is signed subject to the laws of Denmark, the Danish Late Payment Act.
- 5.9 If any sum due under this Master Services Agreement is not paid by the Customer within 14 days of the due date then (without prejudice to the Service Provider's other rights and remedies) the Service Provider reserves the right (subject to giving to the Customer not less than a further 7 days' notice of its intention to do so) to deny the Customer access to the Data Centre or to the Services provided under this Master Services Agreement.
- 5.10 All sums payable are exclusive of VAT or any other applicable tax or duty payable upon such sums that shall be added if appropriate at the rate prevailing at the relevant tax point.
- 6 INSURANCE**
- 6.1 The Service Provider shall:
- 6.1.1 insure the Data Centre in respect of physical damage for the full reinstatement value (other than the Customer Equipment and the Service Provider Procured Equipment), unless the insurance is invalidated in whole or in part by any act or default of the Customer, with an insurance office or underwriters of repute; and
- 6.1.2 maintain insurance against third party liability for a limit not less than €5,000,000 (five million Euros, or an equivalent in another currency) for each and every occurrence with that insurer or another reputable insurer for the duration of this Master Services Agreement.
- 6.2 The Customer agrees with the Service Provider:
- 6.2.1 to give the Service Provider immediate notice on becoming aware of any event or circumstance which might affect or lead to a claim under the insurances referred to in **Condition 6.1**;
- 6.2.2 not to do anything which would or might prejudice or invalidate the insurance of the Data Centre, fibre network or any Telehousing or cause any premium for its insurance to be increased;
- 6.2.3 to pay to the Service Provider within 14 days of demand any increased premium and any costs and expenses incurred by the Service Provider as a result of a breach of **Condition 6.2.2**;
- 6.2.4 to insure the Customer Equipment and the Service Provider Procured Equipment in respect of physical damage for the full reinstatement value, unless the insurance is invalidated in whole or in part by any act or default of the Service Provider, with an insurance office or underwriters of repute;
- 6.2.5 to maintain insurance against third party liability for a limit not less than €5,000,000 (five million Euros, or an equivalent in another currency) for each and every occurrence with a reputable insurer for the duration of this Master Services Agreement; and
- 6.2.6 in respect of **Conditions 6.2.4 and 6.2.5** to ensure that the required insurance is valid in the country in which the Data Centre is located and shall provide to the Service Provider a copy of the insurance policy or a certificate of insurance evidencing that its insurance requirements have been complied with.

LIMITATION OF LIABILITY

This **Condition 7** sets out the entire liability of the parties (including any liability for the acts and omissions of its employees, agents and sub-contractors) to each other under or in connection with this Master Services Agreement or an Order (as the case may be) howsoever arising (including as a result of negligence, pursuant to an indemnity or any breach of its obligations under this Master Services Agreement for breach of statutory duty or otherwise), but nothing in this Master Services Agreement shall exclude or limit the parties' liability for death or personal injury caused by negligence or for fraudulent misrepresentation or for any other matter which cannot be excluded by law.

Neither party shall be liable to the other for:

- 7.2.1 loss of contracts;
- 7.2.2 loss of reputation and/or goodwill; or
- 7.2.3 any type of economic loss, loss of profit, loss of revenue, loss of anticipated savings and/or loss of business; or
- 7.2.4 loss of or damage or destruction of Data; or
- 7.2.5 indirect, consequential or special loss, damage or liability even if such loss or damage was reasonably foreseeable.

7.3 Subject to **Conditions 7.1 and 7.2**, the total liability of each party to the other and sub-contractors to each other under or in connection with and Order howsoever arising (including as a result of negligence, pursuant to an indemnity or any breach of its obligations under this Master Services Agreement, for breach of statutory duty or otherwise) for each set of Services performed under a Service Schedule under any Order in any period of 12 months shall not exceed 125% of the Fees payable by the Customer during such period of 12 months for the relevant Services under that Order (excluding any Electricity Fees where specified in a Service Schedule).

7.4 Subject to **Conditions 7.1 and 7.2**, the total liability of each party to the other under or in connection with any Ancillary Services howsoever arising (including as a result of negligence, pursuant to an indemnity or any breach of its obligations under this Master Services Agreement, for breach of statutory duty or otherwise) for each set of Ancillary Services performed in any period of 12 months shall not exceed 125% of the charges payable by the Customer during such period of 12 months for the relevant Ancillary Services.

7.5 Without prejudice to **Conditions 7.3 and 7.4** (and subject to **Conditions 7.1 and 7.2**) the total liability of each party to the other under this Master Services Agreement shall not exceed €50,000 (fifty thousand Euros, or the equivalent in the currency of the country where the Data Centre is and as calculated on oanda.com). For the purpose of this **Condition 7.5** only, reference to Master Services Agreement does not include any Orders, Service Schedules and Annexes.

7.6 The Customer acknowledges that given the nature of the Data Centre and the Services and its own obligations under this Master Services Agreement, it is reasonable for the Service Provider to exclude or limit its liability as set out in this **Condition 7**.

8 TERM AND TERMINATION

8.1 This Master Services Agreement (but disregarding, for the purpose of this Condition, any Orders) shall commence on the date of signature and continue unless and until either terminated with the agreement of both parties or, where there are no Orders then in force, upon service of 90 days' notice in writing by either party.

8.2 Termination of this Master Services Agreement shall not automatically terminate all Orders then in force, which shall continue subject to their own terms unless agreed otherwise by the parties in writing. Termination or expiry of any Order shall not affect or terminate any other existing Orders which shall continue in full force and effect, unless stated otherwise in any Order.

8.3 Either party may immediately terminate this Master Services Agreement without payment of compensation or other damages caused to the other solely by such termination by giving notice to the other if any one or more of the following events happens:

- 8.3.1 the other party commits a material breach of any of its obligations under this Master Services Agreement that is incapable of remedy; or
- 8.3.2 the other party fails to remedy, where it is capable of remedy, any breach of its obligations under this Master Services Agreement (save as to payment) within a period of 30 days after having been required in writing to remedy or desist from such breach; or



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- 8.3.3 the other party calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed, or a resolution is passed by the directors of the other party to seek a winding up or administration order, or the other party is the subject of a petition for a winding up order, or an application, notice of intention or other step to appoint an administrator, or has an administrative receiver or receiver appointed over all or any part of its business, undertaking, property or assets.
- 8.4 Each Order shall come into force on the date of the signature of the same by the Service Provider and the Customer (whichever shall be the later) and shall continue for the Initial Term.
- 8.5 At the end of Initial Term each Order shall expire unless it is otherwise stated in the Order to continue for an Extended Term commencing on the day after the expiry of the Initial Term or (as the case may be) each Extended Term provided that either the Service Provider or the Customer may elect for that Order to terminate on the expiry of the Initial Term or (as the case may be) each Extended Term by giving notice in writing to the other not less than 90 days before the expiry of the Initial Term or (as the case may be) the relevant Extended Term.
- 8.6 Either party may immediately terminate an Order without payment of compensation or other damages caused to the other solely by such termination by giving notice to the other if any one or more of the following events happens:
- 8.6.1 the other party fails to pay any sum payable under the Order paid within 14 days of the due date for payment in accordance with this Master Services Agreement; or
- 8.6.2 the other party commits a material breach of any of its obligations under the Order that is incapable of remedy; or
- 8.6.3 the other party fails to remedy, where it is capable of remedy, any breach of its obligations under the Order (save as to payment) within a period of 30 days after having been required in writing to remedy or desist from such breach.
- 8.7 Termination of this Master Services Agreement or any Order shall be without prejudice to the other rights and remedies of either party both under this Master Services Agreement and at law.
- 9 FORCE MAJEURE**
- 9.1 If any party is affected by a Force Majeure Event the affected party shall:
- 9.1.1 promptly notify the other parties of the Force Majeure Event;
- 9.1.2 keep that party informed of their continuance and of any relevant change of circumstances whilst such Force Majeure Event continues; and
- 9.1.3 take reasonable steps to overcome the effects of the Force Majeure Event (except that this shall not require either party to settle industrial disputes or other claims on unreasonable terms).
- 9.2 Subject to **Condition 9.1**, a Force Majeure Event shall not entitle either party to terminate this Master Services Agreement and neither party shall be in breach of this Master Services Agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations due to such Force Majeure Event and the date for performance of the obligations affected (except for payment) will be deemed suspended only for a period equal to the delay caused by such Force Majeure Event.
- 9.3 If the party affected by a Force Majeure Event fails to comply with its obligations under this **Condition 9** then no relief as set out in this Condition shall be available to it and the obligations of each party shall continue in force.
- 9.4 If (and so long as) a Force Majeure Event continues, then the Fees, or a fair proportion of the Fees according to the nature and extent of the Services the provision of which is prevented by the Force Majeure Event, will be suspended (and for the avoidance of doubt, no Fees shall be deemed to accrue during the suspension period).
- 9.5 If (and so long as) a Force Majeure Event continues for more than 3 months, then the Customer may terminate the affected Services solely by such termination by giving 30 days' notice in writing to the Service Provider.
- 10 INTELLECTUAL PROPERTY RIGHTS**
- 10.1 This Master Services Agreement shall not be deemed to assign to any party any Intellectual Property Rights belonging to the other.
- 10.2 Each party retains all of its own Intellectual Property Rights, whether owned or licensed, in any documents, data, text, trade marks, brands, logos, information, specifications, drawings or other

materials as one party may provide to the other parties from time to time.

- 10.3 No party may use the trade mark or logo of the other parties except with the prior written permission of the other parties.

11 CONFIDENTIALITY

- 11.1 Each party undertakes and shall ensure that it will not use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any and all Confidential Information. **Confidential Information** for the purposes of this Condition means all information in any medium or format (written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with all reproductions (hard copy or electronic), extracts, summaries or analyses of such information in any medium or format made by or on behalf of any party, which relates to a party (the **Disclosing Party**), to a Group Company, or to its (or its Group Companies') employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other party (the **Recipient Party**) in the course of their dealings relating to this Master Services Agreement, before or after the date of this Master Services Agreement. Each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matter. However, the following information is not Confidential Information for the purposes of this Master Services Agreement; information which:
- 11.1.1 is in the public domain other than as a result of breach of this Master Services Agreement or any separate confidentiality undertaking between the parties;
- 11.1.2 the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information;
- 11.1.3 was developed or created independently by or on behalf of the Recipient Party or any Group Company of the Recipient Party;
- 11.1.4 is obtainable from a commercially available source; or
- 11.1.5 is disclosed pursuant to an administrative or judicial action or pursuant to law.
- 11.2 The Customer will not use any trademark, service mark or trade name (whether registered or not) of the Service Provider or Group Companies of the Service Provider or publish any press releases regarding this Master Services Agreement without the prior written consent of the Service Provider.
- 11.3 The Service Provider may refer to the Customer as being a customer of the Service Provider in any oral marketing or sales communications or presentations with or to third parties. If the Service Provider wishes to refer in writing to the Customer as being a customer of the Service Provider in any sales or marketing communications with third parties it shall request approval to do so from the Customer, which approval the Customer shall not unreasonably withhold or delay.
- 12 ASSIGNMENT AND SUBCONTRACTING**
- 12.1 This Master Services Agreement is personal to the Customer and the Customer shall not, other than as is permitted under this **Condition 12.1**, assign, novate, transfer, sub-contract, sub-license or otherwise part with this Master Services Agreement or any of its rights or obligations under this Master Services Agreement to any third party without the prior written consent of the Service Provider. The Customer may assign the benefit of this Master Services Agreement and/or novate this Master Services Agreement to any Group Company provided that such Group Company has first sought and obtained approval in writing from the Service Provider for the same and on the basis that, in the reasonable opinion of the Service Provider, the Group Company has sufficient financial covenant strength to fulfil its obligations under this Master Services Agreement or any relevant Order and is of good repute.
- 12.2 The Service Provider may assign the benefit of this Master Services Agreement and/or novate this Master Services Agreement to any third party by way of a novation agreement in such form as may be reasonably required by the Service Provider and the parties hereby agree to enter into and execute such novation agreement and/or any other documentation reasonably required by the Service Provider to give effect to this Condition.
- 12.3 The Service Provider may sub-contract all or any of its respective obligations under this Master Services Agreement, provided that if



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it sub-contracts any of its respective obligations under this Master Services Agreement, it shall not be relieved of any of its liabilities or obligations under this Master Services Agreement by entering into any sub-contract and the Service Provider accepts liability for the acts and omissions of any sub-contractor as fully as if they were the acts or omissions of the Service Provider.

13 GENERAL

13.1 This Master Services Agreement contains the entire agreement and understanding between the parties in relation to their subject matter.

13.2 Each of the parties acknowledges that in entering into this Master Services Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for in this Master Services Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Master Services Agreement will limit or exclude either party's liability for fraudulent misrepresentation.

13.3 If at any time any part of this Master Services Agreement (including any one or more of the Conditions of this Master Services Agreement or any part of one or more of these Conditions) is held to be unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Master Services Agreement and the validity of the remaining provisions of this Master Services Agreement shall not in any way be affected or impaired as a result of that omission.

13.4 The failure on the part of either party to exercise, or any delay in exercising, any right or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other remedy granted thereby or by any related document or by law.

13.5 Nothing in this Master Services Agreement is intended to or shall operate to create nor shall be deemed to create any partnership, joint understanding or joint venture between the Service Provider and the Customer or to authorise the Customer to act as agent of the Service Provider, and the Customer shall have no authority to act in the name or on behalf of the Service Provider or to bind the Service Provider in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.6 All warranties, conditions, terms and representations not set out in this Master Services Agreement, whether implied by statute or otherwise, are excluded to the extent permitted by law.

13.7 No third party shall have the benefit of or the right to enforce any term of this Master Services Agreement.

13.8 No purported variation or alteration to this Master Services Agreement shall be effective unless it is in writing signed by both parties.

13.9 Each Party undertakes that it has not committed an offence under Sections 1, 2, 6 or 7 of the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 and chapter 26 of the Norwegian Criminal Act (**Bribery Offence**).

13.10 Each Party agrees that it:

13.10.1 has in place, and shall maintain adequate procedures designed to prevent persons associated with it (including an employee, sub-contractor or agent or other third party working on behalf of it or any Group Company) (an **Associated Person**) from committing a Bribery Offence; and

13.10.2 shall comply with the UK Bribery Act 2010, US Foreign Corrupt Practices Act of 1977 and chapter 26 of the Norwegian Criminal Act and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence.

14 NOTICES

14.1.1 Any notice required or authorised by this Master Services Agreement must be in writing.

14.2 Notices served under this Master Services Agreement shall be validly addressed and served if they expressly refer to this Master Services Agreement and are sent by registered post to the other party's address (as set out in the Particulars) or by e-mail to the Service Provider's E-mail Address or Customer's Email Address as relevant or such other address in Norway or Denmark or e-mail address as a party shall notify in writing to the other.

14.3 An automated response to a notice sent by e-mail that the e-mail has not reached the intended recipient, or that the recipient is out of the office or some other error message received by the serving party in response to a notice sent by e-mail is sufficient to show that the e-mail notice has not been received and shall invalidate the service of any e-mail notice.

14.4 Unless the actual time of receipt is proved, a notice or document sent by registered post is to be treated as having been received 2 Working Days after the date of posting.

15 DISPUTE RESOLUTION PROCEDURE

15.1 If a dispute arises out of or in connection with this Master Services Agreement or the performance, validity or enforceability of it, then: either party may call a meeting of the parties by giving not less than 14 days' written notice to the other, and each party shall procure that an authorised representative attends all such meetings;

15.1.2 those attending the relevant meeting shall use all reasonable endeavours to resolve the dispute. If the meeting fails to resolve the dispute within 14 days of its being referred to it, either party may refer the dispute to the Chairmen or Chief Executives of the parties by notice in writing, who shall co-operate in good faith to resolve the dispute as amicably as possible within 14 days of the dispute being referred to them;

15.1.3 if the Chairmen or Chief Executives fail to resolve the dispute in the allotted time, the parties may within that period agree in writing to enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement, in accordance with the ICC International Court of Arbitration; and

15.1.4 if the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall be and remain binding on the parties.

15.2 The parties shall bear their own legal costs of complying with **Condition 15**, but the costs and expenses of mediation shall be borne by the parties equally.

16 LAW & JURISDICTION

16.1 This Master Services Agreement and any disputes arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise will be governed by and construed in accordance with the laws of the country stated in the Particulars above.

16.2 If a dispute is not resolved through negotiations or mediation within 8 weeks after negotiations or mediation are initiated, each party may require the dispute to be resolved with final effect before: (i) in respect of where this MSA or an Order is signed subject to the laws of Norway, the Norwegian courts of law; (ii) or in respect of where this MSA or an Order is signed subject to the laws of Denmark, the Danish courts of law.

17 DATA PROTECTION

17.1 Both parties agree that neither party is a data processor of the other's personal data but both act as data controllers and shall comply with their respective obligations at law as data controllers.

17.2 Unless a data processing agreement has been entered into between the parties, the Customer agrees that is responsible for ensuring that it will not disclose or otherwise expose the Service Provider to the Customer's Personal Data (Personal Data as defined in the Data Protection Laws) in the course of the Services or otherwise under this Master Services Agreement.

17.3 If there is no data processing agreement between the parties and the Service Provider receives or is exposed to Personal Data from the Customer, the Customer acknowledges that: i) this might constitute a Personal Data breach that the Service provider is obliged to report to the Norwegian Data Protection Authority, and ii) the Customer shall be responsible for any sanctions or claims imposed on the Service Provider because of such exposure, including monetary sanctions imposed by the Norwegian Data Protection Authority or other supervising authority.