

Datawords Datasia

PO-DWFR-2022-21665
01/11/2022

Vendor Information :

LEHTIMÄKI MARIKA
Ødegårdsveien 43J
Flateby 1911
Norway

Accounting Contact	PO Contact	Receive By
Invoices-FR@datawords.com	lpc@datawords.com	31/10/2022

Item	Project Name	Units	Quantity	Rate	Amount
Translation - billed in Words - Swedish	PRJ-06425 RODIAL : Nip+Fab Extreme4 Multi-Blur	No match	51	€0.11	€5.61

Pre-tax Amount	€5.61
Tax Total	€0.00
Total	€5.61

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DATAWORDS BUYING TERMS AND CONDITIONS

1. Definitions

Agreement: means these General Terms and Conditions (with its annexes), the Purchase Order and any other attachments and documents incorporated by reference for the provision of the Services.

Company: means the buyer, as identified in the Purchase Order which was accepted by the Service Provider, and a Subsidiary belonging to Datawords Group as defined below.

Parties : means together the Service Providers and the Company (individually designated as a Party).

Purchase Order: means the order, sent by the Company to the Service Provider for the purchase of the Services.

Services: means the services supplied by the Service Provider as described in the Purchase Order sent by the Company.

Service Provider: means the person or entity liable for the Services and identified on the Purchase Order.

Subsidiary: means any domestic or foreign company currently existing, or to be created, that is directly or indirectly controlled by Kibo 4.0, the holding company of Datawords Group, or its successors, or in which Kibo 4.0 or its successors holds directly or indirectly at least 50% (fifty per cent) of the share capital, all together designated as Datawords Group.

2. Applicability – preamble

(A) The Service Provider has extensive expertise with regard to the provision of the Services;

(B) The Service Provider stated that it has the necessary skills, techniques, entitlements, rights and means to provide the Services, regarding the quantity, quality, performances and delay required by the Company;

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(C) The Company and the Service Provider wish to cooperate in the framework of a self-employed relationship, excluding the exercise of any authority by one Party over the other and under an Agreement;

(D) The Parties acknowledge that the initiative and the conduct of the negotiations preceding the signing of this Agreement meet the requirements of good faith. They acknowledge that they have benefited, during the pre-contractual phase of the negotiations, of all the necessary and useful information to enable them to make a commitment in full knowledge of the facts;

(E) Each Party declares that it has informed the other Party of any information brought to its knowledge of which the importance is decisive for the consent of the other Party, whether such information is legitimately unknown to the other Party or the latter trusts its co-contractor.

(F) Parties decided to confirm in writing their rights and obligations in this Agreement.

3. Purpose

The Company appoints the Service Provider for the provision of the Services, which the Service Provider accepts under the terms and conditions of this Agreement. The Service Provider is bound by a performance obligation (result).

4. Purchase Orders

When the Company needs the assistance of the Service Provider for the provision of Services, a Purchase Order will be communicated by the Company to the Service Provider with the relevant information such as description of the Services to be performed, price, deadline for delivery and any specifications or instructions (the **"Instructions"**), at the Company's discretion. When the Service Provider accepts the Purchase Order, Parties will be bound by this Agreement.

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The Company will be entitled to amend the execution of the Purchase Order during the application of the Agreement. The Service Provider will inform the Company of the consequences of these changes on the performance of the Services. These consequences may not imply the application of a higher unit price.

5. Delivery of the Services

When the Service Provider completed the Services, it accepts to be bound by the procedure for delivery and acceptance of the Services as required by the Company.

6. Service Provider's Obligations

The Service Provider, as the case may be, advisors, representatives and employees of the Service Provider (its "**Representatives**"), accept to:

- perform the Services in accordance with this Agreement including the Annexes, the relevant Purchase Order, the Instructions, in a professional manner and with the skills and capacities usually expected for this type of Services;
- comply with the IT standards used by the Company as well as its internal regulations and policies where applicable;
- appoint a project leader to follow up the good execution of the Services if need be or if required by the Company;
- comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes, which may apply to the provision of the Services;
- act in accordance with standards and practices of care, skill and diligence including cooperation with the Company;
- refrain from anything that could prejudice its obligations under this Agreement.

The Service Provider has a duty to advise the Company. In this respect, it must request or provide any information that it deems necessary for the execution of the Services entrusted to it. The Service Provider must notify the Company in writing, as soon as it becomes aware if aforementioned information, or any element and/or event, will likely affect the proper performance of its obligations.

The Company commit itself with the Service Provider in consideration with its skills and name, the Service Provider cannot assign the Services, in all or in part, to any third party without the Company prior written authorization. In case of subcontractor, the Service Provider will be totally liable for the Services provided by this third party in application of this Agreement.

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7. Conditions for the Performance of the Services

The Service Provider shall perform the Services in a completely independent/self-employed manner. The service provider declares and guarantees being duly registered with the relevant tax and social security authorities of its country in its capacity as an independent service provider. It is agreed that the Service Provider and its Representatives as the case may be, shall not be in any subordinate relationship vis-a-vis the Company.

Considering that the Service Provider shall act on an independent basis, it is solely and exclusively responsible for all social security and tax obligations, including V.A.T., related to the fees and any other compensation paid under this Agreement and for the social security and tax obligations relating to its Representatives where applicable.

The Service Provider will provide to The Company all documents and certificates proving these declarations upon signature of the Agreement.

The Service Provider undertakes to carry out the Services as stipulated on the Purchase Order regarding to the quantity, quality, performance and delay, in accordance with its duty of result.

The Service Provider guarantees that the provision of the Services will comply with the legal provisions in force, and in particular, but not restrictive to, goods and person security and labor rules, as much during the performance of the Services as the use that the services have been intended for.

8. The Company's Obligations

The Company undertakes to:

- provide to the Service Provider documents and information which, to the best of the Company's knowledge, are required in relation to the provision of the Services;
- refrain from intervening in the supervision or management of the Service Provider, and in the means used by the Service Provider (tools, methods, number of employees assigned to the mission, etc.);
- make available to the Service Provider the necessary working space and technical environment reasonably required to carry out the Services, when such performance takes place in the Company's offices;
- at all times act in accordance with standards and practices of care, skill and diligence customarily observed by similar enterprises under similar circumstances.

9. Intellectual Property

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The Company shall own all intellectual property rights, right, title and interest (including but not limited to copyright, neighbouring rights, (sui generis) database rights etc. ; jointly "**Intellectual Property Rights**") resulting from any works or Services provided, translations, performance, creations, studies, sources, translation memories, research and the like performed in the course of this Agreement (hereinafter referred to as the "**Works**"), as soon as they originate.

The Service Provider transfers to the Company, on an exclusive basis, as and when they are completed:

- the full and complete material property of the Works and the results of the Services;
- all Intellectual Property Rights on the Works and the results of the Services for any exploitation and on any type of present or future support. These rights include the right to reproduce, use, represent, publish, edit, adapt, modify, correct, develop, integrate, transcribe, translate, digitize and market in any way and in any form whatsoever, present or future.

In application of the above, for the sake of clarification, Parties hereby confirm in writing that all Intellectual Property Rights, right, title and interest resulting from Works performed by the Service Provider before the effective date of this Agreement on behalf of or for the benefits of the Company shall be owned by the latter.

The Service Provider accepts to assist the Company in any registration procedure to protect the Intellectual Property Rights related to the Works where necessary.

This transfer is effective worldwide, and for the whole legal duration of the protection by applicable Intellectual Property Rights and for the benefit of all Datawords Group.

The Company remains the legal and beneficial owner of its own Intellectual Property Rights and any adaptations and improvements thereof. This Agreement will thus not result in the transfer of any Intellectual Property Rights of the Company, or of any goodwill related thereto.

Service Provider shall not, during the term of this Agreement or any time thereafter, register the Intellectual Property Rights of the Company or use the Intellectual Property Rights of the Company, resulting or not from the Services, otherwise than as explicitly provided in this Agreement.

The Service Provider will investigate, defend, hold harmless and indemnify the Company, its Subsidiaries and clients against any actual or alleged claims of infringement or other assertions of proprietary rights violations and resulting damages and expenses (including attorneys and other professional fees) arising in any way in relation to the Services.

10. Representation and Warranties

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The Service Provider represents and warrants that the Services delivered to the Company will be its or its Representatives' own and original work and do not contain anything which is an infringement of Intellectual Property Rights or other rights of other parties.

Any Service will be accepted only after checking its conformity with the terms stipulated on the Purchase Order by the Company.

If the Services do not comply with the Company's requests and instructions, the Company may request the modification of the Services, at the Service Provider's expense. The provision of an incomplete service shall give rise to a penalty of 20% of the amount of the purchase order.

If the Service Provider fail to perform the Service as requested by the Company, the Service Provider shall ensure, at the Company's choice, as soon as possible, the replacement of all or part of the Services concerned at the Service Provider's expenses, the reimbursement of their price or the payment for their performance by a third party. No acknowledgement of receipt or use of the Services shall release the Service Provider from this warranty or from its liability under the Agreement. This warranty is applicable until 6 (six) months after delivery date.

In case of incapacity of the Service Provider to deliver the Services in accordance with the Company requests and instructions, the Company may request reimbursement of the Services on a pro rata basis, without entitlement to compensation.

11. Prices & Taxes

The price for the Services mentioned in the Purchase Orders include all out-of-pocket expenses if any, all intellectual property rights related to the Services and all applicable taxes if any (excluding VAT if applicable), unless otherwise agreed in writing by the Parties (hereinafter referred to as the "**Price**").

The Parties expressly agree that the remuneration payable to the Service Provider for the transfer of its Intellectual Property Rights on the Works is fixed. The Service Provider hereby expressly waives any proportional remuneration. No price change can be applied without the Company's acceptance.

The Company may withhold from the Service Provider's invoices any penalty applied by a final client and attributable to the Service Provider. This provision may be applied by the Company to future Purchase Orders to the Service Provider or may be subject of an invoice to the Service Provider. Acceptance or exploitation of the Deliverables does not preclude the application of these provisions.

12. Liability & Insurance

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The Service Provider will, without limitation, defend, indemnify and hold harmless the Company and any Subsidiary of Datawords Group, for any liability, claim, demand, harm and expense (including lawyer's fees in case of claim from third party) caused by itself and/or its representatives in the course of the execution of this Agreement or relating to any failure of the Service Provider to fully perform the Services or any obligation under the Agreement.

The Service Provider shall contract the necessary insurance to cover its liability for the provision of the Services. No Party will be liable for any breach of its obligations under this Agreement when this infringement results from a situation of Force Majeure.

13. Confidentiality

The Service Provider undertakes to keep confidential all the information (hereinafter the "**Confidential Information**") received from the Company or its appointees before, during and after the performance of the Services in relation to this Agreement. The Service Provider agrees to be bound by a non-disclosure agreement as required by the Company, which governs specifically confidentiality aspects of the relationship and which is attached as **Annex 1** hereto (the "**Non-disclosure Agreement**" or "**NDA**").

14. Invoicing & Terms of Payment

The Service Provider's invoice for the Services shall:

- be issued after the delivery and acceptance of the Services by the Company;
- be addressed and sent to the Company as identified in the relevant Purchase Order;
- refer to the relevant (1) delivered and accepted Services and (2) Purchase Order's number/reference;
- include the price and the VAT if applicable, in euros (€).

The Company undertakes to pay the invoices within forty-five (45) days of the end of the month in which the invoice was received.

Any action regarding the payment of invoices issued by the Service Provider must be brought no later than one year after the date of said invoice, otherwise no payment will be due by the Company.

15. Duration, Termination & Cancellation

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The present Agreement has been entered into and shall bind the Parties until the full completion of the Services.

This Agreement can furthermore be terminated by either Party at any time, with immediate effect, without prior intervention of a court being required, in case:

1. the other Party materially breaches any of its obligations hereunder, and fails to cure the breach within thirty (30) business days after receipt of written notice to that effect;
2. of malice on the part of the other Party;
3. in the event of a change in the Service Provider's shareholder structure and/or business, where applicable;
4. a situation of Force Majeure continuing for more than two (2) months.

This Agreement can furthermore be terminated by the Company at any time, with immediate effect, without prior intervention of a court being required if:

1. the Service Provider ceases to provide the Services or no longer holds the permits, authorizations, etc. necessary to perform the Services;
2. the Service Provider is unable to meet its contractual obligations under this Agreement, has filed for bankruptcy or enters liquidation, where applicable and subject to applicable limitations under imperative law.

The Company will be entitled to cancel all or part of the Services at its sole discretion. Then the Company will pay the Service Provider for the Services performed up to the date of cancellation on a pro rata basis, without this giving rise to any right to compensation whatsoever to the Service Provider.

In the event that the Services expressly accepted by the Service Provider are cancelled by the Service Provider, in all or in part, the Service Provider shall not be entitled to claim any payment from the Company for the cancelled Services and, in the event that they have already been paid, the Service Provider shall reimburse the Company in full for any sums received for the related Services. The Company reserves the right to claim compensation from the Service Provider for any subsequent damages.

16. Personal Data Protection

Parties agree that they may process personal data in the course of the execution of the Agreement and that therefore the provisions of data protection laws, including the GDPR where applicable, need to be taken into

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account. In this context, Parties agree to be bound by the data processing agreement provided in **Annex 2** hereto when applicable.

17. General Provisions

If any provision of this Agreement is found to be invalid or unenforceable under any controlling body of law, this shall not affect the validity or enforceability of the remaining provisions. In such case, each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision that is as close as possible to the original intention of the Parties and has the same or as similar as possible economic effect.

Provisions of this Agreement related to Confidentiality and Intellectual Property shall survive the termination or term of the Agreement for any reason.

18. Applicable law, Disputes & Jurisdiction

Parties agree that this Agreement including the Annexes is governed by the law of the country where the Company as identified in the purchase order has its registered office.

Any disputes arising between the Parties relating to the performance or interpretation of the Agreement shall initially be settled amicably. When it appears impossible to settle the dispute amicably, the Parties agree to submit the dispute exclusively to the courts of the country where the Company, as identified in the purchase order, has its registered office.

Annexes

Annex 1 – Non-disclosure Agreement

Annex 2 – Data Processing Agreement (when applicable)