

TERMS AND CONDITIONS

1 INTERPRETATION

- 1.1 These Terms and Conditions regulate the rights and obligations between SEEN and the Client and are accepted and have binding effect as of the Effective Date. It is explicitly agreed and understood that any standard terms of the Client are waived and shall not apply between the Parties.
- 1.2 SEEN and the Client may each be referred to as a "Party" and collectively as the "Parties".
- 1.3 The Client shall be responsible for ensuring the accuracy of the terms of any Order Form and shall be solely responsible for its selection and composition of the Solution in any such Order Form and the fitness of the Solution for any particular purpose.
- 1.4 In the event that the Client elects to order additional functionality, features and/or services offered by SEEN, the Parties will enter into a new or amended Order Form specifying such new version and/or such additional functionality, features and/or services and the additional fees to be paid.
- 1.5 In the event of any conflict or inconsistency between the provisions of these Terms and an Order Form, the Order Form shall prevail.

2 DEFINITIONS

2.1 In this Agreement, the following words and expressions shall have the following meaning unless the context otherwise requires:

- a) **"Affiliate"** means, in relation to a Party, a company which is either directly or indirectly owned or controlled by that Party, or is under the common direct or indirect ownership or control of that Party or which directly or indirectly owns or controls that Party, but only for so long as such ownership or control exists, and "control" for the purpose of this definition, shall mean direct or indirect ownership of more than 50% of the issued voting equity share capital;
- b) **"Agreement"** means these Terms, the appropriate Order Form and Offer, the Data Processing Agreement and any schedules or amendments hereto.
- c) **"Client"** means the client entity specified in the Order Form.
- d) **"Confidential information"** means any and all information disclosed, furnished or communicated (whether orally or in writing, text, drawings, photographs, graphics, designs, plans or any other form whatsoever) by or on behalf of a Party to the other Party, hereunder information concerning or belonging to the disclosing Party, its properties or business, or information proprietary to a Third Party for which the disclosing Party has provided services or products to, including, but not limited to, the goodwill of any business symbolised thereby, technical information, financial data, product and service costs, prices, profits and sales, client or employee relationships and any Intellectual Property Rights or any other confidential information or proprietary aspects of the business of the disclosing Party, which has been or will be supplied to the receiving Party in the fulfilment of the Agreement or otherwise, including any information which the receiving Party has reason to believe to be Confidential Information, or which the disclosing Party treats as being Confidential Information.
- e) **"Client data"** means the digital data, text, images, audio, video, form entries, clicks or similar content provided by the Client or its users for use with the

- Solution.
- f) **"Effective Date"** means the signature date of the relevant Order Form.
 - g) **"Invoice Date"** means the date on which SEEN invoice the Client. Unless otherwise agreed in the Order Form, SEEN may invoice the Client at the earliest on the Effective Date.
 - h) **"Fees"** means all fees for the Solution as set forth in the relevant Order Form, including, without limitation, any one-time fees, recurring or other fees payable by the Client pursuant to the terms of the Agreement.
 - i) **"Offer"** means the offer delivered by SEEN and accepted by the Client.
 - j) **"Order Form"** means the SEEN ordering document that identifies the specific Client and Solution ordered by the Client, which both Parties have signed.
 - k) **"Intellectual Property Rights"** means all rights, privileges and priorities provided under applicable supranational, national, federal, state or local law, rule, regulation, statute, ordinance, order, judgment, decree, permit, franchise, licence, or other government restriction or requirement of any kind relating to intellectual property, whether registered or unregistered, in any country, including without limitation: the Solution, any copyright, copyrightable works, database rights and related items, rights in designs, domains names, trade secrets, trademarks, service marks, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, moral rights, inventions, software, utility certificates, utility models, patents, patent applications (including any patent that in the future may be issued in connection therewith and all divisions, combinations, continuations, continuations-in-part, extensions, additions, registrations, confirmations, re-examinations, supplementary protection certificates, renewals or reissues thereto or thereof), rights in Confidential Information (including know-how and trade secrets) and any other intellectual property right or proprietary right recognised in any country or jurisdiction in the world, whether registered or not, and whether in existence as of the Effective Date or arising or recognised thereafter and all applications and registrations thereof, whether wholly or partly developed, and/or used and/or owned by a Party.
 - l) **"Personal Data"** shall have the meaning set out in GDPR Article 4 (1).
 - m) **"Personalised Film"** means a Personalised Film delivered on or through a landing page, website, application or other forms of media.
 - n) **"Solution"** means the specified version of SEEN's delivery as further agreed in the Order Form, which may include the production of a Personalised Film with distribution and reporting.
 - o) **"SEEN"** means the SEEN entity specified in the Order Form.
 - p) **"Subscription"** means ongoing engagements for the provision of the Solution that commences upon the Subscription Date and expires when terminated in accordance with the Agreement.
 - q) **"Subscription Date"** means the date on which the Client's subscription commences. Unless otherwise agreed in the Order Form, the Subscription Date shall commence at the earliest of go-live of the

Personalised Films or two months after the Effective Date.

- r) **"Go-Live"** is the date the campaign is distributed to end receivers.
- s) **"Subscription Fees"** means the fees payable by the Client for each 12-month Subscription period.
- t) **"Term"** means the period from the Effective Date and until expiry of the Agreement or the termination by either Party thereof.
- u) **"Terms"** means these Terms and Conditions.
- v) **"Third Party"** means a party other than the Parties to this Agreement.
- w) **"Third Party Products"** means products or services provided by a Third Party which may be embedded in or which interoperates with the Solution.

3 REMUNERATION

- 3.1 Unless otherwise stated in the Order Form, the Fees are quoted in Norwegian kroner (NOK).
- 3.2 All prices and charges are exclusive of any applicable value added tax or excise duties. If the Client is required to deduct or withhold any tax or duty, the Client must pay the amount deducted or withheld as required by law and pay SEEN an additional amount so that SEEN receives payment of the Fees in full as if there were no deduction or withholding.
- 3.3 Technology, film production and script services are invoiced in full. Unless otherwise agreed, SMS costs are invoiced according to actual consumption.
- 3.4 If the Client is unable to integrate with existing API's and needs custom integrations with CRM or another management system, this can be adapted against agreed development cost as further described in the Order Form.
- 3.5 SEEN shall be solely entitled to host the Personalised Films or links and dispatch them to recipients. For ad-hoc agreements, SEEN is not obliged to host the Personalised Films for longer than three months. For ongoing agreements (API), SEEN is not obliged to retain the Personalised Films for a period longer than 12 months or the termination or expiry of the Agreement, whichever comes first. If the Client requires longer hosting, the Client must pay for such service.
- 3.6 The Client shall record the Personalised Films and the oral individualisations. All Individualisations must be agreed before the production of the Personalised Film.
- 3.7 Additional work ordered by the Client shall be charged at the standard rate applicable at the time of the request. This cost shall be clearly communicated to and accepted by the Client in writing before the additional work is performed.
- 3.8 If the Client requests SEEN to deliver the Solution for dispatch within 15 days after the Effective Date, a supplementary charge will incur as further described in the Order Form.
- 3.9 Subscription Fees become due upon the Effective Date and upon the date of renewal for each subsequent renewal of the Subscription.
- 3.10 Fees are non-refundable, unless otherwise expressly agreed.
- 3.11 Unless otherwise agreed in the Order Form, payment shall be made within fourteen (14) calendar days of the Invoice Date. The time of payment shall be of the essence.
- 3.12 SEEN retains the right to adjust the Fees annually due to inflation, currency fluctuations, changes in excise duties, changes in subcontractors' prices, increase in the retail price index (the main index) of Statistics Norway (with the initial reference index value being the index value for the month in which the Agreement was formed) and increased cloud costs outside of SEEN's control, without prior notice to the Client. SEEN shall however provide the Client with 90 days prior notice of Fee adjustments exceeding 10 per cent. Changes in pricing will not have a

retroactive effect for parts of the Solution that has already been delivered.

- 3.13 If the Client's invoice is not paid within the due date, SEEN may withhold the Solution and charge the Client interest at lowest of 8 per cent per month or the maximum legal rate permissible pursuant to applicable law. Any suspension by SEEN of the Solution shall not relieve the Client of its payment obligations and SEEN shall not be held liable for any loss and/or damage suffered by the Client as a result of such suspension.

4 TERM AND TERMINATION

- 4.1 This Agreement enters into force at the Effective Date.
- 4.2 One-time orders have no ongoing obligations beyond what is specifically agreed, however, with alternatives for expanding the number of the Personalised Films or main films.
- 4.3 SEEN shall deliver the Solution within the specified progress plan, subject to the Client meeting its deadlines.
- 4.4 Twelve months after the Subscription Date, the Subscription will automatically renew for a succeeding term of 12 months unless terminated in writing by either Party with at least 60 days written notice prior to the renewal date or otherwise agreed in the Order Form. Either Party may otherwise terminate Subscriptions for convenience with two months' written notice. If SEEN terminates the Subscription for convenience, SEEN shall refund the Client a portion of the Subscription Fees commensurate with the remainder of the Subscription period as of the effective date of cancellation.

5 CLIENT DATA

- 5.1 The Client shall retain all rights to the Client Data.
- 5.2 SEEN shall only use the Client Data in accordance with this Agreement and otherwise in order to fulfil its obligations to the Client and/or to exercise its rights under this Agreement.
- 5.3 Upon the expiry of the Term, the Client will not have access to the Solution will permanently delete and destroy the Client Data. The Client is solely responsible for ensuring that it has the necessary backups of the Client Data that it desires to retain when this Agreement is terminated.
- 5.4 The Client acknowledges that SEEN cannot guarantee the security of the Internet and the possibility of interception or corruption of Client Data transmitted from the Client to SEEN.
- 5.5 Nothing contained in this Agreement shall restrict SEEN's right to collect, use, anonymise and analyse Client data, statistics and other non-personal information relating to the provision, use and performance of various aspects of the Solution for product improvement purposes only.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each Party shall retain ownership of any Intellectual Property Rights that it has developed (including rights that have been developed on behalf of the Party), or that it independently develops (or is developed on its behalf).
- 6.2 Except as prescribed in this Agreement, neither Party grants to the other by implication, estoppels nor otherwise any right, title, licence, interest or other ownership rights in any of its Intellectual Property Rights or Confidential Information owned or controlled by the disclosing Party.
- 6.3 Subject to the terms and conditions of this Agreement, SEEN grants to the Client a non-exclusive, non-perpetual, non-transferable and revocable right to use the Solution during the Term. The Client's right of use is limited to the use reasonably considered necessary for obtaining reasonable functionality from the features in the Solutions and the Agreement. Any rights not expressly granted herein are reserved by SEEN.
- 6.4 SEEN shall own all Intellectual Property Rights to the Personalised Film, though it acknowledges that the use

of actors may affect the Intellectual Property Rights thereof.

- 6.5 If the Client has engaged SEEN to provide actors as further described in the Order Form or Offer and unless otherwise expressly agreed, the Client acknowledges that:
- a) The terms of the subcontractor providing the actors shall apply unconditionally for such provision.
 - b) The Client is prohibited from publishing films or images from the film shoot, neither on a website, social media or other public and/or open channels.
 - c) Upon an actor's death, any Personalised Film depicting and/or involving such actor shall not be distributed without prior agreement with SEEN.
- 6.6 The Client may not modify, enhance, improve, remove, delete, amend, augment, reverse engineer, decompile, or disassemble the Solution or attempt to discover its code and/or underlying structure, ideas or algorithms, nor rent, loan, lease, sell or otherwise transfer to or permit use by any Third Party. Furthermore, the Client may not amend the Solution in any way, hereunder perform modifications, enhancements or improvements to the Solution or facilitate other products or services that are derived thereof.
- 6.7 Neither Party shall remove or otherwise alter any of the other Party's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to Confidential Information, Intellectual Property Rights or any parts thereof.
- 6.8 SEEN encourages suggestions, recommendations, improvement or enhancement request or other feedback regarding the Solution, including ideas for new promotions, products, technologies, concepts, know-how, techniques or processes. For the sake of avoiding any potential misunderstandings or disputes regarding ownership of such content matter, the Client acknowledges that SEEN will own all such content matter and hereby makes and/or undertakes to make all assignments and take all reasonable acts necessary to accomplish the foregoing assignment to and ownership by SEEN.
- 6.9 A Party shall immediately inform the other of an infringement or suspected infringement of this Agreement or the Party's Intellectual Property Rights or the intangible rights. The rights holding Party shall not be obliged to defend its rights. If, however, such Party decides to defend its rights the other Party shall, without any extra cost and at the request of the rights holding Party, give reasonable assistance for the purpose of contesting any claim or demand made or action brought against a Party.

7 CONFIDENTIALITY

- 7.1 The Parties agree to keep and procure to be kept strictly confidential all Confidential Information. Furthermore, Confidential Information shall not be used by the Parties for any purpose other than fulfilling its obligations under and complying with the Agreement.
- 7.2 The Parties shall only reveal Confidential Information to employees or other persons engaged to whom disclosure is necessary for them to perform their duties for the purpose of the Agreement and provided that they are subject to a duty of confidentiality.
- 7.3 The term "Confidential Information" shall not include any information which a Party can demonstrate is:
- a) Not unique to the disclosing Party and is known to the receiving Party prior to the date of the Agreement.
 - b) Becomes generally known other than through disclosure of confidential information by the receiving Party.
 - c) Disclosed to the receiving Party by a Third Party lawfully in possession thereof and without restriction on disclosure.

- d) Independently developed by the receiving Party without breach of this Agreement.
- e) Required to be disclosed by law or regulation or by proper order of a court of applicable jurisdiction.

- 7.4 At the expiry of this Agreement or at a Party's request, the other Party shall promptly and within ten (10) business days return all documents and other embodiments of Confidential Information and all related materials and notes to disclosing Party and erase all electronic embodiments of Confidential Information and certify destruction thereof and make no further use of the Confidential Information thus received.

8 PERSONAL DATA

- 8.1 As the performance of this Agreement entails processing of personal data by the SEEN for which the Client and/or an Affiliate or end-client is the controller of personal data (as defined in GDPR and relevant national data protection legislation), such processing shall be governed by SEEN's Data Processing Agreement.

9 COMPLIANCE WITH LAWS

- 9.1 The Client is solely responsible for determining whether it can utilise the Solution in accordance with applicable law pertaining to data protection, marketing and export restrictions etc. and warrants that in carrying out its obligations under the Agreement it will not breach applicable data protection legislation or do or omit to do anything that might cause SEEN to be in breach of the same.

10 PUBLICITY

- 10.1 Notwithstanding anything to the contrary, SEEN may use the name and logo of the Client and a copy of a Personalised Film in the marketing of its Solution during or after the expiry or termination of this Agreement.
- 10.2 Neither Party shall, at any time during the Term of the Agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Party. Notwithstanding the foregoing, nothing in this Agreement shall preclude a Party from making truthful statements that are required by applicable law, regulation or legal process.

11 LIMITED WARRANTY AND DISCLAIMERS

- 11.1 Each Party warrants that it
- a) has the full power and authority to enter into this Agreement and perform its obligations hereunder.
 - b) This Agreement is a legal and valid obligation binding upon it and enforceable according to its terms.
 - c) Its performance of this Agreement will not violate any agreement or obligation between it and a Third Party
 - d) It will comply with all applicable laws, statutes and regulations applicable to its activities and performance under this Agreement.
- 11.2 The Solution is provided "as is" and to the fullest extent permissible pursuant to applicable law and notwithstanding any conditions, warranties, express or implied by statute, common law, law of equity or otherwise, SEEN makes no representations or warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of usefulness, timeliness, reliability, completeness, accuracy, adequacy, merchantability, fitness for a particular purpose or likely results of the use of the Solution.
- 11.3 While SEEN will aim to provide the Client with uninterrupted use of the Solution and warrants that the Solution (i.e. the landing pages and Personalised Films) will have an uptime of 99,9 per cent, SEEN does not represent that the Solution will be error-free or that it will

meet clients' requirements or that all errors in the Solution will be corrected or that the overall system that makes the Solution available (including but not limited to the internet, other transmission networks, and the clients' local network and equipment) will be free of viruses or other harmful components.

12 INDEMNIFICATION

- 12.1 SEEN shall indemnify and hold the Client harmless from and against all losses, expenses, costs, claims (including reasonable legal fees), damages, liabilities, fines, actions, and proceedings brought against the Client by any Third Party arising out SEEN's infringement of the intellectual property rights of any such Third Party.
- 12.2 SEEN shall have no obligations under Clause 12.1 to the extent any claim is based on:
- The combination or use of the Solution with Third Party Products not provided by SEEN, where the Solution would not otherwise itself be infringing.
 - The Client's use of the Solution in violation of this Agreement or applicable law.
 - Use of the Solution after SEEN notifies the Client to discontinue such use because of a Third-Party claim.
 - Any claim regarding Client Data.
 - Modifications to the Solution made other than by SEEN (where the claim would not have arisen but for such modification).
- 12.3 The Client shall indemnify SEEN against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, fines, actions, and proceedings brought against SEEN by any Third Party arising out the Client's breach or misuse of intellectual property rights, Client Data or the Agreement.
- 12.4 If the Solution is held to infringe, SEEN will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a licence that will protect the Client against such claim without cost to the Client; (b) to replace the Solution with non-infringing services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement.
- 12.5 In the event a claim is commenced against an indemnified Party, the indemnified Party shall (i) inform the indemnifying Party of such claim and continue to provide the indemnifying Party with all reasonable necessary assistance and information relating thereto, and shall take all necessary action to mitigate its damages with respect thereto; and (ii) give full power and authority to the indemnifying Party to respond to, conduct any negotiation regarding and control the defence of, any action regarding such claim on behalf of and in the name of the indemnifying Party or itself. The indemnifying Party shall be responsible for engaging counsel for such defence and shall bear the costs and expenses of the same (for the avoidance of doubt, the indemnified Party shall pay the costs and expenses of any separate counsel it elects to engage).
- 12.6 The indemnified Party shall not agree to any settlement, nor make any admission or take, or fail to take any action, in each case, where such admission, action or failure to act could reasonably be expected to prejudice the defence of a Third-Party claim.
- 12.7 Subject to Clause 12.2, 12.5 and 12.6, the indemnifying Party shall defend the Third-Party claim and reimburse the indemnified Party for all reasonable costs incurred by the indemnified Party in complying with this clause and any damages payable by the indemnified Party pursuant to a final and enforceable court decision or a settlement agreed to by the indemnifying Party with respect to the relevant Claim.

13 BREACH

- 13.1 Each Party shall provide all such information, data, documentation and equipment as may be reasonably

required by the other Party to enable the other Party to meet its obligations under this Agreement. The Client shall provide all reasonable information to SEEN, including but not limited to the requirements and needs that the Client might have, relating to the Agreement.

- 13.2 If SEEN's Solution cannot be delivered as agreed, SEEN shall give the Client written notice thereof as soon as possible. The notice shall specify the reason for the problem and, insofar as it is possible, when performance can take place.
- 13.3 While SEEN will always endeavour to deliver its Solution as agreed and otherwise in a timely manner, SEEN disclaims all liability for any delay in delivery thereof.
- 13.4 If a logistical error occurs upon distribution, e.g. connections between names and the landing pages, a Personalised Film and e-mail addresses, SEEN shall seek to rectify this issue without undue delay. SEEN disclaims all liability for incorrect registration and incorrect dispatches as a result of the Client.
- 13.5 The Parties has the right to rectify breaches of Agreement if such rectification can be performed without material disadvantage to the other Party.
- 13.6 In the event of a material breach, the other Party may terminate this Agreement subject to 30 days written notice, detailing the nature of the breach and stating that this Agreement will be terminated unless the breach is remedied within thirty (30) days.

14 LIABILITY

- 14.1 Neither Party will be liable to the other for loss of profits or for any special, indirect, incidental, reliance, exemplary, punitive or consequential damages, including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data, howsoever caused and whether arising under contract, tort (including liability for negligence or breach of statutory duty), negligence, or other theory of liability arising out of this Agreement or out of the use of or inability to use the Solution, even if such Party, or its employees, officers, directors, agents or Affiliates have been advised of the possibility of such damages.
- 14.2 Neither Party's liability for damages, whether resulting from contract or tort (including liability for negligence or breach of statutory duty) or otherwise, shall under any circumstances exceed the aggregated Fees (excl. VAT) invoiced by SEEN during the Term of the Agreement.
- 14.3 These limitations shall not apply where a Party has acted grossly negligent or violated Third Party rights as described in Clause 12.
- 14.4 Unless otherwise prescribed by law, any cause of action or claim a Party may have with respect to the other Party (including but not limited to the must be commenced within three (3) months after the claim or cause of action arises.

15 NOTICES

- 15.1 Any invoice, correspondence and notice required to be given under this Agreement shall be in writing and in Norwegian, Danish, Swedish or English and may be given by e-mail addressed to that Party at the address set out in the Order Form. Notice given by e-mail transmission shall be deemed to be served immediately provided that, in the case of a notice by email, the sender has received confirmation of successful transmission.

16 ASSIGNMENT

- 16.1 The Client may not assign or otherwise transfer in whole or in part, voluntarily or involuntarily, or by operation of law, this Agreement or the duties or rights therein, without the prior written approval of SEEN, which shall not be unreasonably withheld. Any assignment by the Client without such approval shall be deemed to constitute a violation of this Agreement, and its content shall be void.

16.2 SEEN may transfer its rights and duties under this Agreement to a Third Party if the assigned party, at the time of the assignment, is financially and technically capable of performing the obligations of SEEN under this Agreement, and that the assigned party expressly assumes and agrees to perform such aforementioned obligations.

17 FORCE MAJEURE

- 17.1 Except for the obligation to make payments, non-performance of either Party's obligations shall be excused to the extent the performance is prevented by unforeseen circumstances beyond the Parties' control, the Parties' obligations will be suspended. The Party claiming Force Majeure shall notify the other Party without undue delay.
- 17.2 Each Party may terminate the Agreement if a substantial part of its performance is prevented for more than 60 days. The Client shall pay the agreed price for the part of the Solution that was contractually delivered before the termination of the Agreement.

18 MISCELLANEOUS

- 18.1 The Client acknowledges that SEEN may amend these Terms with three weeks' notice placed by e-mail. The change will take effect from the expiry of the notice period. Where the Client does not accept the amendment, the Client shall be entitled, within fourteen (14) calendar days from the date the e-mail was sent, provided that the changes have a material adverse effect on the Client, to terminate this Agreement with immediate effect. Where this Agreement is not terminated by the Client within the aforementioned time, the Client shall be deemed to have accepted the new terms and conditions of this Agreement.
- 18.2 If any provision of the Agreement is held by court of competent jurisdiction or other competent authority to be void, voidable or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected. The provision being rendered void, voidable or unenforceable shall be interpreted or replaced by a provision aiming to achieve the purpose of the original provision.
- 18.3 The Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns.
- 18.4 Nothing contained in this Agreement is intended or shall be construed to confer upon any Third Party any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.
- 18.5 No failure or delay by a Party in exercising any right, power or privilege under this Agreement, and no course of dealing between the Parties hereto, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.
- 18.6 Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or constitute any Party the agent of the other.
- 18.7 Those clauses of the Agreement which based on their nature are meant to survive the expiration or termination of the Agreement, shall survive such expiration or termination. This includes, without limitation, Clause 3 (Remuneration), 4 (Term and Termination), 5 (Client Data), 6 (Intellectual Property Rights), 7 (Confidentiality), 10 (Publicity), 11 (Limited Warranty and Disclaimers), 12 (Indemnification), 13 (Breach), 14 (Liability) and 18

(Miscellaneous), all terms of this Agreement requiring the Client to pay any fees for the Solution provided prior to the time of expiration or termination and all other provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement.

- 18.8 The Agreement shall be construed in accordance with and governed by the laws of Norway, without regard to its choice of law principles. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be brought before Oslo District Court as the agreed venue, unless otherwise specified in the Order Form and except that SEEN may, at its own option, bring suit for collection in the country where the Client is located.

19 ELECTRONIC SIGNATURE

- 19.1 Each Party agrees that the electronic signatures of the Parties in Hubspot or other digital contract solutions used to enter into the Order Form are intended to authenticate this in writing and to have the same force and effect as manual signatures of such Party and shall be effective to bind such Party to the Agreement.
- 19.2 The Parties agree that an Order Form entered into through digital contract solutions shall be deemed: (a) to be "written" or "in writing"; (b) to have been signed, and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither Party shall contest the admissibility of true and accurate copies of an Order Form signed with a digital contract solution based on the best evidence rule or as not satisfying the business records exception to the hearsay rule