

RamBase terms and conditions

RamBase is provided to you by an approved RamBase partner ("**Partner**"). These RamBase Terms and Conditions ("**Terms**") constitutes an agreement between you and your Partner and governs your access to and use of RamBase. You acknowledge and agree that your use of RamBase shall be in accordance with and is conditional upon your compliance with (i) these Terms and (if any) relevant Extension Product Terms (including any updates of such terms as introduced by Jakob Hatteland Computer AS ("**JHC**") from time to time which shall take effect upon being published), and (ii) your RamBase Customer Agreement (jointly referred to herein as "**RamBase Agreement**").

1 USE OF RAMBASE

- 1.1 Subject to these Terms, you may access and use RamBase for your internal business purposes only. Except as expressly permitted by mandatory law, you must not attempt, permit or enable others to:
- (a) Sell, lease, rent, copy, and/or provide access to RamBase to any third party;
 - (b) allow your end users to share passwords and/or user ID with unauthorized users;
 - (c) violate the RamBase Agreement or any applicable laws or regulations while using RamBase;
 - (d) upload, make available and/or share any information which (i) violates the rights of third parties, including but not limited to, any Intellectual Property Rights or the privacy rights of third parties, or (ii) contains any false, fraudulent, illegal, harmful and/or defamatory material;
 - (e) misrepresent or mask your identity when using and interacting with the RamBase API;
 - (f) scan and/or test the vulnerability of RamBase or breach, disable, circumvent, remove or damage any authentication or security measures or any other technical or license restrictions on RamBase;
 - (g) use the RamBase API to circumvent license restrictions in RamBase or gain unauthorized access to data and operations in RamBase not covered by your RamBase Agreement; or

- (h) reverse engineer or otherwise use RamBase in any way to develop, test, enhance or calibrate any models, system, or services that are similar to any features of RamBase and/or attempt to do any of the foregoing or cause or permit a third party to do or attempt to do so.
- 1.2 As part of RamBase, you will have access to the RamBase API and RamBase API keys. You shall restrict disclosure of such RamBase API keys to employees and consultants that are (i) necessary for your integration with RamBase and (ii) subject to confidentiality obligations materially similar to those set out in the RamBase Agreement. You shall immediately notify Partner if you become aware of any loss of or unauthorized use of the RamBase API keys.
- 1.3 To use the RamBase API, you must ask Partner to register your application in RamBase. You acknowledge and agree that JHC and Partner reserves the right to (i) impose restrictions on the number and frequency of calls made to the RamBase API for a given client_id if deemed to cause an unreasonable load on RamBase infrastructure by JHC or Partner, and (ii) perform quality audits on client applications sources to verify that the RamBase API is used in accordance with the RamBase Agreement. You are solely responsible for your own and your third parties' use of the RamBase API.
- 1.4 If JHC or Partner becomes aware of any breach of the RamBase Agreement, you acknowledge and agree that your access to RamBase may immediately be suspended. In such an event, Partner will notify you as soon as reasonably possible, however such notice may also be provided after suspension. If the breach of the RamBase Agreement is a payment default, your access to RamBase may be suspended without notice if the overdue payment, with the addition of late payment interest, has not been paid within thirty 30 calendar days of the due date.
- 1.5 You agree that you will submit any support tickets or other queries related to your use of RamBase to Partner only and that JHC shall have no liability whatsoever arising from Partner's provision of and/or your use of RamBase and related services under the RamBase Agreement.

2 INTELLECTUAL PROPERTY AND CUSTOMER DATA

- 2.1 You acknowledge and agree that all Intellectual Property Rights related to RamBase is under the sole and exclusive ownership of JHC and its licensors, and that the RamBase Agreement does not transfer or grant any rights in any Intellectual Property Rights related to RamBase or JHC, other than the limited right to access and use RamBase in accordance with the RamBase Agreement.

- 2.2 You shall notify Partner immediately of any infringement or suspected infringement of Intellectual Property Rights related to RamBase and of any actions, infringement claims or demands in relation to any Intellectual Property Rights related to RamBase. In the event such infringement claims are commenced against you, you shall (i) provide Partner with all reasonable necessary assistance and information relating thereto, and shall take all necessary actions to mitigate its damages with respect thereto; and (ii) give full power and authority to Partner to respond to, conduct any negotiation regarding and control the defense of, any action regarding such claims on behalf of and in your name. Partner shall be responsible for engaging counsel for such defense and shall bear the costs and expenses of same (for the avoidance of doubt, you shall pay the costs and expenses of any separate counsel you elect to engage). You 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 defense of such claims.
- 2.3 All rights of ownership and any Intellectual Property Rights relating to your Customer Data belong to you. You acknowledge and agree that JHC and Partner may (i) access Customer Data for maintenance and support purposes, (ii) perform trend analysis on databases to monitor and analyze performance requirements; and (iii) ensure that your end users are named and use RamBase in accordance with the RamBase Agreement.
- 2.4 You agree to (i) be identified as a user of RamBase and that Partner and JHC may refer to you by name and briefly describe your business for marketing, promotion and advertisement purposes, (ii) and grant Partner and JHC the right to use your company name, logo and trade name for the purposes described above.
- 2.5 Your Customer Data will remain available in RamBase for 30 calendar days after expiration or termination of the RamBase Agreement to allow you extract the Customer Data. After the 30-day period, your account will be disabled and the Customer Data deleted. JHC shall have no liability whatsoever arising from such deletion of Customer Data.

3 PAYMENT AND PARTNER TRANSFER

- 3.1 You shall pay for RamBase in accordance with the terms set out in your RamBase Customer Agreement.

- 3.2 In the event Partner has not fulfilled its payment obligations towards JHC, JHC may request you to pay any future amounts directly to JHC in accordance with the prices and payment terms agreed in your RamBase Customer Agreement to ensure continued access to RamBase. If the agreement between Partner and JHC is terminated, JHC may offer to transfer your use of RamBase to another RamBase partner.

4 ASSURANCE REPORT

- 4.1 You may yearly order, free of charge, an assurance report for RamBase from Partner. The assurance report shall be treated as confidential information.

5 PERSONAL DATA

- 5.1 The parties' rights and obligations in connection with the processing of personal data in RamBase are set out in the Data Processing Terms.

6 CHANGES

- 6.1 You acknowledge and agree that JHC and Partner from time to time may (i) make or offer new applications or functionality in RamBase (some of which may require you to accept additional Extension Product Terms), (ii) make minor or material updates, modifications or amendments to RamBase (iii) discontinue applications or functionality in RamBase and/or (iv) make minor or material changes to the terms available at www.rambase.com/trust-center/ governing your use of RamBase, hereunder but not limited to, these Terms, Extension Product Terms, RamBase Service Level Agreement and Data Processing Terms.
- 6.2 While the aim is to ensure that future versions of the RamBase API are backward compatible, this is not guaranteed and older versions of the RamBase API will only be supported for 6 months after a new release.
- 6.3 The changes in RamBase and the terms available at www.rambase.com/trust-center/ will be announced through RamBase and you are expected to review such announcements on a regular basis.

7 DEFINITIONS

"Customer Data" means all data, including but not limited to all text, sound, video and/or images that are provided by or on your behalf through your use of RamBase.

"Data Processing Terms" means the terms available at www.rambase.com/trust-center/.

"Intellectual Property Rights" means any patents, rights to inventions, copyrights and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property right or proprietary right recognized in any country or jurisdiction in the world, whether registered or not, and whether in existence or arising or recognized thereafter and all applications and registrations therefor.

"Extension Product Terms" means the specific terms for certain RamBase extensions available at www.rambase.com/trust-center/.

"RamBase" means the cloud ERP system, registered under the brand name RamBase and provided in accordance with the RamBase Service Level Agreement.

"RamBase Customer Agreement" means your agreement with your Partner for the access to and use of RamBase.

"RamBase Service Level Agreement" means the service level agreement available at www.rambase.com/trust-center/.