

# General Terms and Conditions

Terms and conditions that apply across any and all services that Adnuntius delivers, in addition to any Terms and Conditions for specific Services.

## 1 Definitions

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means, collectively, any and all applicable Order Forms, these General Terms and Conditions, written Special Terms and Conditions applicable to the different Services licensed by the Customer as specified by the applicable Order Forms, and if required a data processing agreement.

**"Customer"** means the company entering an agreement with Adnuntius in order to access the Services.

**"Customer Data"** means all electronic data, information or creative work submitted by Customer, Users or Public Users to the Services.

**"Effective Date"** means the contract's effective start date as it is specified in the Order Form. This is the date from which invoicing will commence.

**"Force Majeure"** means unavailability caused by circumstances beyond Adnuntius' reasonable control, including without limitation events such as acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, or other labor problems (other than those involving Adnuntius employees), Internet service provider failures or delays, or legal restrictions in accordance with applicable laws and government regulations.

**"Order Form"** means the ordering documents for purchases hereunder that are entered into between Customer and Adnuntius from time to time. Order Forms shall be deemed incorporated herein by reference.

**"Parties"** means both Adnuntius and Customer.

**"Royalty Report"** means a report generated by Adnuntius from Customer's traffic and click-through data that include total numbers for a given time period and any aggregated calculations on revenue or conversion data.

**"Self-Service Advertiser"** means any user that has registered, or been granted, an account to buy advertising through the Services.

**"Services"** means the online, web-based applications and/or platform, and its layouts, provided by Adnuntius via <https://admin.adnuntius.com> and/or other designated websites as described in documentation, that are ordered by Customer under the Agreement and as further set out in the Order Form, including any associated offline components. For the avoidance of doubt, the term Service shall also comprise any information and other content made available to the Customer through or related to the Service.

**"Special Terms and Conditions"** means the different terms and conditions applicable for the different Services licensed by the Customer.

**"Term"** means the Term as described in clause 4.2 and any renewals thereof shall be collectively referred to as the "Term".

**"Users"** means individuals or entities that are authorized by Customer to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by Adnuntius at Customer's request). Users may include but are not limited to third parties with which Customer transacts business and/or has a contractual relationship.

**"Public Users"** means individuals using Customer's services and that interacts with any of the Services that Customer chooses to take into use.

## 2 Services

**2.1 Provision of Services.** Subject to this Agreement, the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to access and use the Services comprised by the Order Form during the Term. Users and Public Users may be required to accept separate user terms.

**2.2 Subscriptions.** Unless otherwise specified in the applicable Order Form, Services are purchased as subscriptions and the Services are limited to the specified capacity as described in the Order Form.

**2.3 Customer Cooperation.** Customer shall contribute to facilitating Adnuntius' performance of its obligations under this Agreement and provide Adnuntius with all necessary co-operation and access to such information as may be required by Adnuntius to provide the Service, including but not limited to Customer Data, security access information and configuration services. The Customer shall make sure that any User and Public User shall comply with relevant parts of this Agreement, and the Customer is responsible to Adnuntius for any breach thereof by any User and/or Public User.

**2.4 Restrictions on Use.** The Customer accepts not to:

1. copy, adapt, change, revise, improve, compile or decompile, reverse engineer, modify, or create derivative works based on, the Service or any part thereof, provided however that shall not prevent Customer from using the functionality in the Service in accordance with its intended use;
2. disclose or distribute, or allow disclosure or distribution of, the Service to any third party, for example by uploading information accessed through the Service to any webpages;
3. use, promote, facilitate or instruct others to use the Service for any illegal, harmful, or offensive use, or to transmit, store, distribute, or in other ways make available content that is illegal, harmful or offensive;
4. include or permit any computer virus into the Service; and/or
5. use the Service to build a product or service which competes with the Service.

**2.3 Immediate Exclusion.** Adnuntius reserves the right to, without liability to the Customer, immediately exclude the Customer or any User or Public User from accessing the Service if Adnuntius reasonably suspects a threat to the security, integrity or availability of the Service arising from any form of misuse or abuse of the Service, any violation of applicable laws and regulations or any breach of this Agreement by the Customer. Adnuntius shall, where possible, use reasonable efforts to provide Customer with notice and opportunity to remedy the violation prior to such exclusion.

### 3 Support and Service Levels

**3.1 The Services.** Adnuntius shall provide support for the Services and use commercially reasonable efforts to make critical support available, all in order to abide by response and resolution targets as described [here](#). Exceptions are: (a) planned downtime, of which Adnuntius shall give at least 2 business days' notice by email to Customer's system administrator, and which Adnuntius shall schedule to the extent practical during the weekend hours from 9:00pm Central European Time (CET) Friday to 2:00pm CET Sunday, or (b) any unavailability caused by circumstances beyond Adnuntius' reasonable control, including without limitation Force Majeure events. The Customer must give written notice of any non-conformity without undue delay after the non-conformity has been discovered or should have been discovered.

**3.2 Connected Services.** The Services may provide connections to other service providers such as for example (but not limited to) demand-side platforms, supply-side platforms, CRM systems and reporting tools. Support, service levels, access and uptime as described in this Section 3 shall cover only the Services and integrations delivered by Adnuntius directly. For any support and service levels for other service providers connected to the Services, customer shall rely on any terms and conditions agreed on between Customer and that service provider. If Adnuntius for any reason provides access to another service provider through its own accounts, the Parties may agree on separate terms and conditions for those services, either specified in the applicable Order Form or in a separate document signed by the Parties.

### 4 Customer Data

**4.1 Customer responsibility.** The Customer has the sole responsibility for ensuring the legality, reliability, integrity, accuracy and quality of all Customer Data implemented in the Service by Customer or any User or Public User, hereunder to ensure that the use of Customer Data does not infringe any third-party rights. This includes obtaining all necessary permissions to collect and allow for processing of data from Public Users, and allowing these Users to withdraw such permissions, as required by Applicable data protection law.

**4.2 Use of information.** Adnuntius shall have the right to monitor the Customer's, Users' and Public Users' access and use of the Service, and to use information generated based on the Services containing information

regarding the Customer for Adnuntius' internal use regarding improvement of the Services, correction of errors and similar.

**4.3 Loss of Customer Data.** Customer's sole and exclusive remedy in the event of any loss or damage to Customer Data, shall be for Adnuntius to use reasonable commercial efforts to restore lost or damaged Customer Data. Adnuntius is not responsible for any loss, damages, alteration or disclosure of Customer Data caused by any third party. If loss or destruction of data is due to matters related to Customer, the Customer shall cover all documented additional costs of Adnuntius resulting from such matters. In such cases, Adnuntius shall keep Customer informed regarding what costs are incurred by Adnuntius, and Customer may instruct Adnuntius to cease all reconstruction work.

**5.2 Privacy policy.** Customer shall if required by law post, maintain and abide by a publicly accessible privacy policy on its Properties from which Customer Data is collected.

## 5 Term and Termination

**5.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions comprised by the Order Form have expired or been terminated.

**5.2 Term of Purchased Subscriptions.** Subscriptions purchased by Customer commence on the Effective Date and continue for the subscription term specified in the applicable Order Form. Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

**5.3. Termination for Cause.** A party may terminate parts or the entirety of this Agreement for cause:

1. upon 15 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such 30-day period, or
2. immediately upon written notice if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or
3. immediately upon written notice if Adnuntius for any reason loses its rights to resell and/or deliver services from any of its technology partners.

In addition, Adnuntius may, at any time without notice, modify or terminate the Service in part or in full, or restrict Customer's use if, in Adnuntius' sole opinion, the use of the Service by Customer:

1. is subject to an order from a court or governmental entity stating that such use must cease, or
2. is in violation of applicable law, or
3. implies a threat against the integrity of the Service or information stored therein.

**5.4 Consequence of termination.** The Customer shall immediately after the termination period remove any code or integration that ensures that inventory and/or data is sent to Adnuntius. Further, at termination, all rights and access rights granted to Customer according to this Agreement shall cease immediately. Adnuntius may at its sole discretion destroy or otherwise dispose of any of the Customer Data in its possession unless Customer no later than ten (10) business days after the effective date of the termination of this Agreement, provides Adnuntius with a written request for the delivery to Customer of the latest back-up of Customer Data. Adnuntius will use reasonable commercial endeavours to deliver the latest back-up to Customer within thirty (30) business days of its receipt of such a written request, conditioned on the Customer having at that time, paid all outstanding fees and costs to Adnuntius.

**5.5 No further use.** Upon termination, each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party.

**5.6 Payment of Fee.** Customer remains liable to pay Adnuntius for any Services received until effective date of termination of this Agreement.

**5.7 Effect after termination.** Provisions in this Agreement which by their nature are intended to have effect also after the expiry or termination of this Agreement, including but not limited to Section 6, 7, 8 and 9.6 shall survive expiry or termination.

## 6 Limitation of Liability

**6.1 Limitation of liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE ACTUAL DIRECT DAMAGES SUSTAINED BY SUCH PARTY OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF (A) EUR 3,000, (B) THE ACTUAL DIRECT DAMAGES SUSTAINED BY SUCH PARTY RELATED TO SUCH SINGLE INCIDENT, OR (C) THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.

**6.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER IT IS CAUSED. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO, MARKETPLACE ADVERTISING CUSTOMERS LOSING THE ABILITY TO PAY ITS INVOICE DUE TO BANKRUPTCY. THE ABOVE DOES NOT APPLY IF THERE IS GROSS NEGLIGENCE OR WILFUL MISCONDUCT FROM EITHER PARTY.

## 7 Indemnification and liability

Subject to Sections 6.1 and 6.2 above, the Parties make the following representations, warranties and indemnities:

**7.1 Representations, warranties and indemnities by Adnuntius.** Adnuntius warrants and represents at all times that Adnuntius (a) has the right and full power and authority to enter into this Agreement, to grant the rights herein granted and to fully perform its obligations hereunder, and (b) that, to the best of its knowledge, the Services will not infringe the copyright held by any third party. In the event that a third party initiates any action against Adnuntius based on an infringement claim in respect of intellectual property rights of that third party, Adnuntius may, at its sole option, either (a) obtain for Customer the right to continue using the Services, (b) replace or modify the Services so that the Services no longer infringe or misappropriate the intellectual property rights of a third party; however, providing substantially the same functionality, or (c) terminate the Services. Adnuntius shall indemnify, defend and hold Customer harmless from and against any and all claims, actions, losses, damages, liabilities, reasonable costs and expenses (including reasonable outside attorneys' fees) resulting from or arising out of or in connection with any breach of the foregoing representations and warranties. Customer shall promptly notify Adnuntius of all claims and proceedings related thereto of which Customer becomes aware.

**7.2 Representations, warranties and indemnities by Customer.** Customer warrants and represents at all times that Customer (i) has the right and full power and authority to enter into this Agreement, to grant the rights herein granted and to fully perform its obligations hereunder, and (ii) will use the Services in accordance with the terms and conditions hereof and applicable laws and in a manner that, to the best of its knowledge, will not infringe or misappropriate the intellectual property rights held by any third party. In furtherance of the foregoing, Customer agrees to indemnify and hold Adnuntius harmless from and against any and all claims, actions, losses, damages, liability, reasonable costs and expenses (including reasonable outside attorneys' fees) arising out of or in connection with the breach of the foregoing representations and warranties. Adnuntius shall promptly notify Customer of all claims and proceedings related thereto of which Adnuntius becomes aware.

**7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ADNUNTIUS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES HEREUNDER FOR A PARTICULAR PURPOSE OR APPLICATION.

## 8 Intellectual Property Rights

**8.1 Ownership.** Adnuntius retains all right, title and interest in and to the Services, the technology used by Adnuntius to operate the Services, Adnuntius' trademarks, and all developments, regardless of whether such developments or alterations are made in co-operation with or based on input from the Customer, to any of the foregoing from time to time, including but not limited to all patent, trademark, copyright, trade secret and all other intellectual property rights, whether registered or not, in the foregoing. Customer may not use the Services except pursuant to the limited rights expressly granted herein, and all rights not expressly granted herein are reserved by Adnuntius.

**8.2 Breach.** Customer shall not, and shall not attempt to, and will not assist or knowingly permit any third party to: (a) alter, modify, adjust, copy, reproduce, delete, damage, disassemble, decompile, reverse engineer or create

derivative works of the Services; or (b) breach, disable, tamper or interfere with the proper operation of the Services.

## 9 General Provisions

**9.1 Governing Law.** This Agreement, its interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by the laws of Norway. Both parties hereby irrevocably submit any disputes under this Agreement to the non-exclusive jurisdiction of the courts located in Oslo, Norway. Each party agrees to the governing law above without regard to choice or conflicts of law rules.

**9.2 Notices.** All notices permitted or required to be given hereunder shall be addressed to finance@adnuntius.com. Notices to Customer shall be addressed to the business contact designated by Customer in the applicable Order Form. The Customer shall without undue delay notify Adnuntius about any changes to such business contact. Except as otherwise specified in this Agreement, all notices hereunder shall be in writing and shall be deemed to have been given upon the first business day after sending by email.

**9.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party under applicable laws.

**9.4 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**9.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this clause shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination by Customer, Adnuntius shall refund to Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. In no event shall any termination relieve the Customer of the obligation to pay any fees payable to Adnuntius for the period prior to the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**9.6 Confidentiality.** Both parties agree to keep all information as specified in the Order Form confidential and not to inform any third party about its content unless required to do so by law or regulation or mutually agreed upon by the parties.

**9.7 Entire Agreement.** This Agreement, including all exhibits, addenda and Order Forms hereto, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions inserted by Customer in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**9.8 Marketing and PR.** During the Term, Customer grants Adnuntius a limited, royalty-free, non-transferrable right to identify Customer as a customer of the Services solely in connection with providing the Services hereunder, and use Customer's name, marks and logos in marketing materials, in press releases with other customers and on Adnuntius' website. The Customer shall not use Adnuntius' name, logos or other marks without Adnuntius' prior written consent. Any other use of Customer's name, logos, or other marks by Adnuntius shall be subject to Customer's prior approval. The parties shall work together in good faith to issue a press release within sixty (60) days of the Effective Date, in a form mutually agreed by the parties announcing the business relationship between them.

**9.9 Changes.** Adnuntius shall have the right to, from time to time, make changes to these terms and conditions. Any change shall be communicated to the Customer in writing no less than 30 days before the change takes place.

**9.10 Ranking.** In case of inconsistencies between the documents part of the agreement between Customer and Adnuntius, the document higher ranked below prevails over the lower ranked document: (1) Order forms and their addendums and amendments; (2) any data processing agreement, (3) terms and conditions specific to each product and/or service licensed by the Customer, (4) these general terms and conditions, and (5) any translations of any of these documents to a local language.