

Terms and Conditions

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.

“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 to the Services, whether that data, information or creative work is submitted by Customer, Users or Public Users.

“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.

“Services” means the online, web-based applications and/or platform 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, including any associated offline components.

“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

Adnuntius shall provide the right to access and use the Services pursuant to this Agreement and the applicable Order Form during the subscription term. This right shall be considered non-exclusive, non-sub-licensable and non-transferable unless otherwise specified in the applicable Order Form.

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.

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.

3.2 Connected Services and Content

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. The Services may include access to purchase content from other customers and content providers (hereafter referred to as Publishers). Publishers may freely add or remove content for purchase, and Adnuntius shall only be responsible for providing access to purchase whatever content is made available by Publishers, and not be responsible for the content itself, as this is fully owned and managed by Publishers.

4 Customer Responsibilities

4.1 Customer Data

Customer is responsible for (a) Customer's and Users' use of the Services, and (b) the appropriateness and legality of all Customer Data. Customer acknowledges that Adnuntius acts as a mere technological carrier and is not responsible for the content of the Customer Data or for evaluating the appropriateness of the Customer Data in relation to the environment where they are disclosed or published.

4.2 Privacy

Customer will have and abide by an appropriate privacy policy and will comply with all applicable laws relating to the collection and use of information from Public Users to the Services. Customer shall have a privacy policy on its site(s) and that policy shall include sufficient notice of its use of cookies and other tracking mechanisms that collect Public User information, and that these data can be shared with third parties for relevant purposes such as (but not limited to) personalization, marketing, and advertising. The policy must also include a clear option for Public Users to opt in or out of being tracked if applicable laws requires Customer to do so.

4.3 Data Processing Agreement

The Parties shall, if required by law, enter into a Data Processing Agreement that secures adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of data subjects, that describe the relationship between controller and processor, and ensures that the Parties follow applicable data protection law.

4.4 Promotion

Some of the Services offered by Adnuntius may have a low risk cost model, meaning that there are little fixed prices or minimums, and that the cost of the Services may be a share of the revenue generated for Customer. In such cases, Customer agrees to, as may be reasonably expected, market those Services to the parties that generate that revenue, with the intent to secure profitable business for both Parties. An example is, but is not limited to: if Customer licenses the Service “Adnuntius Self-Service” and the cost model is primarily revenue share, then Customer shall make potential self-service advertisers aware of that Service through, for example, digital advertising and other promotion on its digital properties.

5 Fees and Payments

5.1 Fees

Customer shall pay all fees specified in all Order Forms, addendums and amendments hereunder in consideration for Adnuntius’ provision of the Services. Customer must pay to Adnuntius all fees that are owed under this Agreement even if the Customer has not received payment outstanding from the transactions utilizing the Services. Except as otherwise specified in this Agreement or in an Order Form, (a) fees are quoted and payable in Euro, (b) fees are payable based on services purchased and not actual usage, (c) payment obligations are non-cancelable and fees paid are non-refundable, and (d) the amount of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

5.2 Invoicing and Payment

Unless otherwise stated in the Order Form, (a) invoices shall be sent to Customer to an email address specified in the applicable Order Form, and (b) invoiced charges are due net 14 days from the invoice date. If the Order Form specifies fixed pricing, then charges shall be invoiced monthly in advance, while if the Order Form specifies a share of revenue or pricing based on usage (examples include but are not limited to revenue, cost per thousand impressions, cost per thousand requests, and cost per thousand events), then charges shall be invoiced after end of each month.

5.3 Programmatic Revenue, Marketplace, and Self-Service

If for any reason programmatic advertising revenue, or revenue from Marketplace or Self-Service advertising, is paid to Customer by Adnuntius, then all of the following shall apply unless otherwise stated in the applicable Order Form: (a) payments shall be made as per numbers provided by Adnuntius in a Royalty Report after end of each month; (b) payments may be made to Customer by Adnuntius Services AS, a company fully owned by Adnuntius, based on an invoice provided by Customer in accordance with the above mentioned Royalty Report; and (c) the invoice provided by customer shall have a payment due date 60 days from issuing that invoice.

5.4 Overdue Charges

If any charges are not received from Customer, then Adnuntius shall have the right to take the following actions: (a) Immediately after the due date send an invoice reminder due 14 days from the reminder date, containing the owed amount plus a charge of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; (b) if the charges are not received from Customer by the due date of the invoice reminder, then Adnuntius may send another reminder (collection notice) due 14 days from the reminder date, containing the owed amount plus another charge of 1.5% of the original outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and (c) if the charges are not received from Customer by the due date of the second reminder, then Adnuntius may transfer the responsibility of further collection to an external debt collection agency, after which separate rules may apply.

5.5 Suspension of Services and Acceleration

If any amount owed by Customer under this or any other agreement for the Services is 30 or more days overdue, Adnuntius may, without limiting Adnuntius' other rights and remedies under this Agreement and/or applicable laws, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Services to Customer until the fees are paid in full.

5.6 Taxes

Unless otherwise stated on invoices, the Adnuntius fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Adnuntius has the legal obligation to pay or collect Taxes for which Customer is responsible under this clause, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Adnuntius with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Adnuntius is solely responsible for Taxes assessable against it based on Adnuntius' income, property, and employees.

6 Term and Termination

6.1 Term of Agreement

This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.

6.2 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. The per-unit pricing or revenue share during any such renewal term shall be the same as that during the prior term unless Adnuntius has given Customer written notice of a pricing change at least 30 days before the end of such prior term, in which case the pricing change shall be effective upon renewal and thereafter.

6.3 Termination for Cause

A party may terminate parts or the entirety of this Agreement for cause: (i) upon 30 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 (ii) 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 (iii) immediately upon written notice if Adnuntius for any reason loses its rights to resell and/or deliver services from any of its technology partners.

7 Limitation of Liability

7.1 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 LESSER OF (A) THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR (B) THE ACTUAL DIRECT DAMAGES SUSTAINED BY SUCH PARTY OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF (C) EUR 3,000, (D) THE ACTUAL DIRECT DAMAGES SUSTAINED BY SUCH PARTY RELATED TO SUCH SINGLE INCIDENT, OR (E) THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER CLAUSE 5.

7.2 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 INTENTIONAL MIS-CONDUCT FROM EITHER PARTY.

8 Indemnification and Liability

Subject to Sections 7.1 and 7.2 above, the Parties make the following representations, warranties and indemnities:

8.1 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.

8.2 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, (ii) owns and/or has the right to use any and all Customer Data, and all materials contained on the Customer and/or its Affiliates websites and/or applications, including, without limitation, all copyrights, trademarks and other proprietary rights in and to such materials, (iii) has secured the requisite permission to use any person's name, voice, likeness and performance, and any Customer Data, as embodied in such materials, (iv) has secured that the Customer Data does not contain any messages or images that are in violation of applicable laws, (v) 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.

8.3 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.

9 Intellectual Property Rights

9.1 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 enhancements made by Adnuntius 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 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.

9.2 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.

10 General Provisions

10.1 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.

10.2 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. 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.

10.3 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.

10.4 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.

10.5 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 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.

10.6 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.

10.7 Entire Agreement

This Agreement, including all exhibits and addenda hereto, and all Order Forms, 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. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. 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.

10.8 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. 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.

10.9 Changes

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

10.10 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, and (3) these terms and conditions.