

General Terms and Conditions

1. Scope

These terms apply to products and/or services pursuant to a specific Agreement that refers to Markedspartner's General Terms and Conditions. Each product/service is typically described in a separate product/solution description attached to the Agreement. If the provisions in the Agreement conflict with these General Terms, the provisions in the Agreement shall prevail. These terms also replace the former "General Terms and Conditions for the Omnicom Group."

2. Price

The agreed price is specified in the Agreement. All prices are exclusive of public taxes and duties. The Supplier reserves the right to adjust prices in line with general market price levels for equivalent services. Adjustments are typically made at the beginning of each calendar year. In case of price changes outside of this period, the Supplier must provide 30 days' written notice. However, prices cannot be changed during the Agreement's notice period.

3. Invoicing

a) For agreements with recurring services:

Setup fees and monthly fees for the remainder of the current year may be invoiced upon signing of the Agreement. Thereafter, recurring fees are invoiced in advance each January for 12 months. Fees are invoiced according to current pricing. If additional services are agreed upon, fees will increase accordingly. If an agreement is terminated before the end of the contract period, any remaining or unused time/value will not be refunded.

b) For agreements with prepaid services billed by time used (e.g., time bank model):

The agreed fee is invoiced upon entering the Agreement. Services are delivered as described in the product description. A new invoice is issued once the agreed amount of time has been used.

c) For services outside of agreement:

Services are billed based on time and materials at the current rates, with a minimum charge of 30 minutes per instance. These services are invoiced after completion.

4. Payment Terms

Invoices are due within 10 days. Late payments will incur interest and reminder fees.

5. Renewal and Termination

All agreements are automatically renewed for one year after the initial term unless terminated in writing by the Customer at least three months before year-end. The same notice period applies if the Customer wishes to reduce the scope of services under the Agreement.

6. Limitation of Liability

The Supplier accepts no liability for any losses incurred by the Customer or third parties due to faults in the products or services, documentation, incorrect support, or misuse of the software. The Customer agrees to facilitate conditions that enable effective delivery of products and services. If delivery is hindered due to the Customer's deviation from agreed

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conditions, the Customer's obligations under the Agreement remain in effect. Any additional work caused by such deviations will be billed based on time and materials. Some deliveries may include third-party products. For new or upgraded versions of such products, the Supplier will make necessary adjustments to customer-specific configurations from previous deliveries, which will be billed based on time and materials.

7. Assignment of the Agreement

The Agreement remains valid even if the Supplier is divided or becomes part of another company. If the Customer is acquired or becomes part of a corporate group, the Agreement remains associated with the original organization number. In the event of company dissolution, the Customer must follow the renewal and termination clause outlined above.

8. Force Majeure

If the fulfillment of the Agreement is wholly or partially prevented or significantly obstructed by circumstances beyond the control of the parties, the obligations of the parties under the Agreement shall be suspended for as long as the situation lasts. Such circumstances include, but are not limited to, strikes, lockouts, and any other conditions considered force majeure under Norwegian law.

9. Disputes

Disputes arising from the Agreement shall be submitted to mediation by two mediators, appointed respectively by the Customer and the Supplier. Mediation costs shall be shared equally. If no settlement is reached, the dispute may be submitted to voluntary arbitration by mutual consent, in accordance with the Norwegian Civil Procedure Act, Chapter 32.