GENERAL TERMS AND CONDITIONS

(the "**Agreement**")

This document provides the general terms and conditions regulating the provision of the Products and Services, Software, or Applications offered by the Mintra (the "**General Terms and Conditions**" or "**GTC**").

By consenting to these GTCs you confirm that:

i. You are of legal age or, otherwise, have the capacity to create legal relations with Mintra; and

ii. You have read, understood and agree to the contents of these GTCs; and

iii. Your consent to these GTCs is valid and shall have equal legal effect as your physical signature.

Version: 2.0.
Latest Update: 11/09/2025

1. CONTRACTING PARTIES

1.1. This Agreement is made and effective on the Effective Date by and between you, the Customer, and Mintra (hereinafter referred to as "**Mintra**").

1.2. This Agreement may be adopted in part or in full by a separate agreement in writing entered into by you, the Customer, and any entity of the Mintra Group. No direct action shall be brought against any Mintra entity for the actions or inactions of any of the other companies of the Mintra Group with which the Customer has entered into an agreement with.

1.3. To the extent permissible by applicable law, Mintra may initiate proceedings against the parent company of the Customer for outstanding amounts which remain unpaid by the Customer pursuant to this Agreement.

1.4. Where, at the request of the Customer, invoices are issued to multiple companies of the same group or if Customer enters into the Agreement without providing details of a specific company of the group to which Customer belongs, then Mintra reserves the right to initiate proceedings against any Affiliate of the Customer including the Customer's parent/holding company.

2. INTERPRETATION

2.1. Unless otherwise defined herein, capitalised terms used in this Agreement shall have the respective meaning ascribed to each term in the "Glossary of Legal Terms" located at https://mintra.com/legal or attached as a SCHEDULE to the Agreement.

2.2. Reference to this "**Agreement**" or the "**Terms and Conditions**" shall refer to the following documents:

2.2.1. this Agreement which consists of the "General Terms and Conditions" ("GTC") of Mintra;

2.2.2. the applicable "Product Specific Terms" ("PST") for each Product and Service, Software, or Application, signed or otherwise accepted as forming part of this Agreement, located at https://mintra.com/legal or attached, where applicable, as Schedules to this Agreement; and

2.2.3. For avoidance of doubt, in case of any conflict between the various documents listed above, the following order of precedence shall apply, where the document listed first will take precedence over the document listed later:

2.2.3.1. Applicable Product Specific Terms;

2.2.3.2. General Terms and Conditions.

3. SCOPE

3.1. This Agreement regulates the commercial relationship of the Parties and the provision of each one of the Products and Services provided by Mintra to Customer, unless, and to such extent, otherwise agreed in writing by the Parties.

3.2. Products and Services are described and offer, where applicable, the Features and Add-Ons set out in the respective Product Specific Terms for each Product and Service purchased by Customer.

3.3. Products and Services may be subject to third party licenses with different terms and licensing periods. Mintra retains the right to remove such Products and Services once any such a third-party license becomes invalid and/or expires. Mintra will not be liable for any claims resulting from invalid and/or expiring licenses.

3.4. Mintra is entitled to make changes to the Features and/or Add-Ons which do not adversely affect Products and Services and shall give written notice of such changes to the Customer as soon as reasonably practicable.

4. TERM

4.1. This Agreement is made effective on the date the Customer's or Customer Admin's or End-User's account is created (the "**Effective Date**") and, unless terminated in accordance with the terms of this Agreement, shall remain in effect:

4.1.1. where applicable, for a period which is no less than the period indicated in the selected License Model (the "Minimum Period") and for an indefinite period thereafter; or

4.1.2. where no Minimum Period is applicable, for an indefinite period from the Effective Date;

(hereinafter the "**Term**").

5. LICENCE

5.1. Subject to the terms of this Agreement, Mintra grants Customer the non-exclusive, perpetual, non-transferable, non-sublicensable, temporary, and revocable license to use the Products and Services and/or Material provided by Mintra for the period of the Term as further stipulated in this Agreement (the "**License**"). For the avoidance of doubt, Mintra does not sell the Products and Services to the Customer and, at all times, retains full ownership thereof. The Product and Service is completed in its entirety upon fulfilment of the intended purpose of each respective Product and Service or, where applicable, upon expiry of the term of the subscription already paid for by the

Customer.

5.2. Customer is permitted to receive and use the Products and Services and/or, where applicable, the Material exclusively for its own business or end-use purposes and only in accordance with the express terms of this Agreement and not further or otherwise.

5.3. The Customer has no right under this license to alter or modify or make any changes whatsoever to the Products and Services and/or the Material and/or any other information provided for the purposes of this Agreement; and Customer shall use the Products and Services as they are received in accordance with the express terms of this Agreement. Where Customer needs to make any changes to the Products and Services and/or the Material and/or any other information provided for the purposes of this Agreement, the Customer shall only do so upon receipt of a written confirmation by Mintra.

5.4. Customer has no right under this license to receive, use, copy examine any source code relating to Mintra's Application(s) and/or Software and/or Products and Services.

5.5. Customer shall only grant access to the Products and Services and, where applicable, the Material to Customer Admins for the purposes of receiving and using the Products and Services in accordance with the terms of this Agreement. Any further use or exploitation of the Products and Services and/or the Material (or parts thereof) is strictly prohibited unless explicitly agreed on in writing between Mintra and Customer.

5.6. The selling, lending, renting, licensing, distributing, copying or making available of the Products and Services and/or Material and/or Software and/or Application(s) and/or login data to any third parties as well as the disassembling, de-compiling, reverse engineering, creating derivative works, translating, adapting, arranging or any otherwise altering of the Products and Services and/or Material and/or Software and/or Application(s), or any attempt thereto, without Mintra's prior written consent, and any transfer of the Material (or parts thereof) to any other own or Affiliate or third-party application is strictly prohibited unless it is in accordance with the terms of this Agreement or otherwise explicitly agreed on in writing between Mintra and Customer. Customer is allowed to make copies of, where applicable, the Software and/or Material only to the extent necessary to enjoy and use of the Products and Services. Customer shall ensure to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software and to include Mintra's copyright notice on all entire and partial copies of the Software in any form. The license granted to Customer is not transferable to any third party.

5.7. Customer is aware that the use of the Products and Services or the Application may be made available through Cloud Services and may require an operating network connection to the internet as well as third-party software to be installed on Customer's devices such as operating systems, web-browsers, pdf readers, etc. In any case, Customer acknowledges the system requirements as stated in the Product Data Sheet and shall only install and/or run the Application in case Customer's hardware fulfils such requirements.

5.8. License to Customer and Customer Admins:
In addition to the remaining provisions of this section, a license is granted to Customer and Customer Admins to use the Products and Services in accordance with these GTC and the applicable PSTs.

5.9. License to End-Users:
In addition to the remaining provisions of this section, a license is granted to End-Users to use the Services in accordance with these GTCs and the applicable PSTs.

6. FEES AND PAYMENT

6.1. Mintra offers different types of licenses and/or payment schemes as further defined in the respective PST, the Product Data Sheet or the Product and Service description, or as otherwise agreed by the Parties in writing (the "**Licence Model**").

6.2. Customer may place an order online or by contacting the Mintra sales team through the details provided on our contact page at www.mintra.com.

6.3. Invoicing Entity:

6.3.1. Mintra reserves the right to issue invoices to Customer, for Products and Services purchased, from any entity of the Mintra Group (the "**Invoicing Entity**").

6.3.2. Where the Invoicing Entity is different from the contracting Party:

6.3.2.1. the rights, duties and responsibilities of Mintra as contracting Party, pursuant to this Agreement, shall remain unaffected and shall not be considered as assigned or in any other way transferred to the Invoicing Entity; and

6.3.2.2. the issued invoice shall refer to this Agreement; and

6.3.2.3. Mintra shall cooperate fully with any audits, inquiries, or investigations related to invoicing practices involving the Invoicing Entity, providing relevant documentation and information as required to support the Customer's reporting obligations.

6.3.3. Disputes or discrepancies arising from invoicing arrangements involving the Invoicing Entity shall be resolved promptly and in accordance with the provisions of section 22 titled "Dispute Resolution".

6.4. Unless otherwise provided in the License Model or agreed by the Parties in writing, applicable Fees shall be paid by the Customer in accordance with and as specified in the Payment Terms detailed in this section below.

6.5. Payment Terms:

6.5.1. The Fees and any other charges payable under this Agreement, unless otherwise expressly specified, are exclusive of any applicable VAT and other sales tax which shall be payable by the Customer at the rate and in the manner prescribed by law against submission of a valid tax invoice. For the avoidance of doubt, the invoice amount is credited into the account of Mintra without any deductions.

6.5.2. Online Purchases:

6.5.2.1. Upon placing an order online, the Customer is prompted to enter credit card details for the payment of the selected Products and Services.

6.5.2.2. Customer's credit card details and payment request are processed by an external credit card payment provider, compliant with all applicable laws.

6.5.2.3. Successful processing of the Customer's payment

request immediately makes the purchased Products and Services available to the Customer.

6.5.3. Offline Purchases:

6.5.3.1. The Customer receives an invoice payable in full no later than thirty (30) calendar days from its issuance date.

6.5.3.2. The invoice is to be settled via bank wire transfer.

6.5.3.3. The invoice is issued in NOK or EUR or USD or GBP currency based on the Customer's origin and/or, where applicable, previously agreed payment terms.

6.5.4. Subscription:

Where Products and Services are offered on an annual subscription basis, as specified in the respective License Model, the Customer is invoiced for the annual subscription fee in accordance with the below provisions (the "**Subscription Fee**"):

6.5.4.1. The Subscription Fee may vary depending on the selection of applicable Add-ons. Add-ons are further detailed in sub-section 6.5.6 below.

6.5.4.2. The Subscription Fee is invoiced in advance for the twelve (12) month period commencing on the 1st of January of each year of subscription (the "**Subscription Period**"). The Subscription Fee is payable in advance for the entire Subscription Period.

6.5.4.3. Where the subscription does not commence in January and is therefore less than twelve (12) months, such period shall be referred to as the "Initial Subscription Period" and the Subscription Fee for such period will be calculated on a pro-rata basis and paid in advance for the entire Initial Subscription Period.

6.5.4.4. Customers will receive an invoice in advance of the Subscription Period or Initial Subscription Period payable in full in accordance with the remaining provisions of this sub-section 6.5.

6.5.5. Request for change to Products and Services under Subscription-based models:

6.5.5.1. Upgrade of Products and Services:

Where Customer requests an upgrade to the Products and Services resulting to an increase of the Subscription Fee, the additional (unpaid) fee will be calculated pro-rata for the remainder of the Initial Subscription Period or Subscription Period, as the case may be, and an invoice will be issued and paid in accordance with the terms of this Agreement.

6.5.5.2. Downgrade of Products and Services:

Where Customer requests a downgrade to the Products and Services resulting to a decrease of the Subscription Fee, such request should be submitted in writing no later than 3 (three) months in advance prior to the expiry of the Initial Subscription Period or the Subscription Period, as the case may be, and shall be made effective with the commencement of the next Subscription Period.

6.5.6. Add-on(s):

6.5.6.1. Customer may select any of the applicable Add-ons offered on the relevant Products and Services as listed in the applicable PST and License Model.

6.5.6.2. For Add-ons to be purchased there is a prerequisite that the Customer has a valid subscription for the Products and Services in accordance with sub-section 6.5.4.

6.5.6.3. Add-on specific prices are specified in the relevant License Model ("**Add-on Fees**").

6.5.7. If the Customer fails to pay any invoice within 30 days from the invoice issue date, then, without limitation to the remedies of Mintra under clause 16, the Customer shall pay interest on the overdue amount at a highest permissible rate prescribed in the applicable laws of the Jurisdiction regulating delayed payments in commercial transactions, plus, where applicable, the base rate of the Central Bank (or equivalent governing body) of the Jurisdiction. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.5.8. Mintra, reserves the right to charge Customer for reminders sent to Customer for overdue amounts and for the cost of recovery of overdue amounts in accordance with the applicable laws of the Jurisdiction regulating delayed payments in commercial transactions.

6.5.9. Any increases in Fee rates must be communicated to Customer in writing at least 3 (three) months in advance and shall take effect at the beginning of the next Term renewal. In the event that request for an increase of the Fees is delivered after the expiry of the Customer's right to cancel automatic renewal, the Customer shall have the right to terminate the Agreement by providing written notice within the shorter of (i) thirty (30) days from the date of receiving the fee revision request; or (ii) at least three (3) days prior to the expiry of the then-current term. Such termination shall take effect at the end of the current term, and no renewal shall take place.

6.5.10. Without limitation to any other rights and remedies available to Mintra pursuant to this Agreement, in law or in equity, Mintra reserves the right to suspend the provision of Products and Services where Customer fails to settle any outstanding invoices by their due date. Such right will be enforceable with the lapse of ten (10) days from the receipt, by Customer, of a notice that Customer has outstanding obligations due to Mintra.

6.6. Cancellation / Early Termination:

6.6.1. Subject to sub-section 16.5, cancellation of the Products and Services or termination of the Agreement prior to the expiry of the Minimum Period agreed shall not entitle Customer to a pro-rata refund.

7. WARRANTIES AND OBLIGATIONS

7.1. During the Term of this Agreement Mintra warrants:

7.1.1. to provide the Products and Services in compliance with applicable laws and good industry practice;

7.1.2. to grant the required licenses; and

7.1.3. to maintain the Products and Services.

7.2. The warranties set out in sub-section 7.1 above shall be subject to the Customer complying with its obligations under the terms of this Agreement and shall also be subject to the limits and exclusions of

liability set out in Clause 12. In particular, the said warranties shall not apply to the extent that any defect in the Services arose or was exacerbated as a result of:

7.2.1. incorrect use, operation or corruption of the Products and Services;

7.2.2. any unauthorised modification or alteration of the Products and Services; or

7.2.3. use of the Products and Services with other software or on equipment with which it is incompatible.

7.3. The Customer warrants it shall:

7.3.1. Ensure that the terms of this Agreement, including the applicable PST concerning the Products and Services and the applicable License Model(s) selected by Customer are complied with.

7.3.2. Provide and maintain the technical equipment required to receive the Products and Services and ensure that the technical equipment complies with the Minimum System Requirements set out in the Product Data Sheet as updated from time to time.

7.3.3. Provide Mintra with its electronic contact data, and keep this information updated.

7.3.4. Check its mailbox regularly and secure that e-mails from Mintra, especially order confirmations or invoices, are received.

7.3.5. Instruct Customer Admins and supervise Customer Admins regarding the confidential use of the login data handed over to them and the Material to which they have access.

7.3.6. Keep a complete and accurate record of the Customer's copying and disclosure of any Products and Services and Material, or other elements or information concerning the Products and Services, where copying thereof is permitted by Mintra, and produce such record to Mintra on request from time to time.

7.3.7. Report to Mintra any breach of Confidential Information or infringement of Intellectual Property Rights of Mintra that come to Customer's attention.

7.3.8. Secure that Customer Admins accept and continuously comply with the terms of this Agreement and, where applicable, the PST applicable to each individual Application before using the Application.

7.3.9. Provide Mintra with all necessary co-operation in relation to the performance of the Agreement.

7.3.10. Carry out all of the Customer's responsibilities under this Agreement including, without limitation, payment of the Fees as prescribed in the Payment Terms, in a timely and efficient manner.

7.3.11. Secure that Data Subjects provide their consent for the processing and storing and, where applicable, sharing of their Personal Data to third parties for the purpose of delivery of the Products and Services.

7.3.12. Indemnify Mintra against any and all claims, liabilities, losses, damages, fees, costs and expenses incurred by or awarded against Mintra as a result of the Customer's breach of this Agreement and/or any warranty hereunder and/or as a result of the violation of any law and/or of the rights of any third-party including, without limitation, infringement or misappropriation of intellectual property or other proprietary rights.

7.3.13. Adhere to any third-party terms and conditions brought to the attention of the Customer for specific third-party products offered with the Products and Services.

7.3.14. Ensure that, for the duration of the Term, all applicable laws and regulations with respect to its own activities are complied with.

7.4. Customer, at all times, remains fully responsible for:

7.4.1. Customer Admins and the work conducted by such Customer Admins. Mintra by, where applicable, offering the Products and Services under this Agreement does not accept any responsibility in this regard; in particular (but not limited to) with regard to decisions made by Customer or third parties based on the content of the Material.

7.4.2. the usage of the Material in compliance with all applicable laws, in particular (but not limited to) with regard to data protection, privacy, labour laws, and sanction restrictions.

7.4.3. the satisfaction of any requests made by Data Subject with regards to Data Subject's Personal Data pursuant to any rights granted to Data Subject under, and subject to any restrictions/limitations introduced by, applicable national laws and EU directives and regulations, and as outlined in the Data Processing Agreement.

7.4.4. the acceptance of any certificates issued under or pursuant to this Agreement by governmental bodies, organisations, charterers, flag states, other public or private legal persons.

8. LIMITATION OF GUARANTEE

8.1. The Applications and respective processes and generated Material have been developed to meet the applicable standards set out in the respective Product Data Sheet of the Products and Services and/or the Applications.

8.2. To the extent permitted by applicable law, Mintra:

8.2.1. Disclaims all other warranties with respect to the Products and Services, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;

8.2.2. Makes no warranty that the Products and Services are error free or that the use thereof will be uninterrupted, and the Customer acknowledges and agrees that the existence of such errors shall not constitute a breach of this Agreement; and

8.2.3. Does not give any warranty with respect to any third-party products provided by Mintra to Customer with the Products and Services. Where possible, Mintra will pass on to the Customer the benefit of any third-party warranty supplied by a third-party manufacturer or supplier.

8.3. Notice for errors identified by Customer:

8.3.1. If Customer would like to assert any errors, breaches or obvious weaknesses which are discovered with respect to the Applications and/or Software and/or Products and Services, such conditions shall be noticed to Mintra in writing within ten (10) days after such discovery and at the latest within ten (10) days after use of the Product and/or Service.

8.3.2. Customer acknowledges that errors may occur from time to time in the Applications and/or Software and/or Products and Services. Mintra shall not be liable for compensation for such errors as long as Customer is not prevented from using the respective Applications or Software or Products and Services. Mintra will make its best endeavours to rectify such errors after they are duly notified according to 8.3.1. Customer is not entitled to any other remedies for breach beyond what is set out in section 12.

8.4. Subject to the provisions of section 12 of this Agreement titled

"Liability", Mintra cannot be held liable to Customer, End-Users, or third parties for any decisions made by Customer or Customer Admins or End-Users relying on the Products and Services and/or Material. Customer confirms and agrees to indemnify Mintra against any claim which may be raised from any third parties against Mintra concerning actions or omissions for which Customer, or Customer's personnel, is responsible.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Mintra's Proprietary and Intellectual Property Rights:

9.1.1. Unless and to the extent otherwise provided in the PST and/or as otherwise agreed in writing between the Parties, any and all Intellectual Property Rights of whatever nature which now or in the future subsist in the Products and Services, Applications, Software, Features, Add-ons and related Material are and shall remain the property of the Mintra and/or its licensors.

9.1.2. The Products and Services, Applications, Software, Features, Add-ons and/or, where applicable, related Material are protected by national and international intellectual property laws. Mintra and, where applicable, third parties (i.e. manufacturers of the underlying software, third-party authors, etc) retain all Intellectual Property Rights related to the Products and Services, Applications, Software, Features, Add-ons and related Material, including any documentation made available to Customer or End-User. Customer or End-User must not remove or cover attributions of authorship or copyright.

9.1.3. Mintra makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in Products and Services, Applications, Software, Features, Add-ons nor as to whether the same infringe on any Intellectual Property Rights of third parties.

9.1.4. The Customer shall not:

9.1.4.1. copy Products and Services, Applications, Software, Features, Add-ons or any part of any of them, including Material, except to the extent and for the purposes expressly permitted by this Agreement;

9.1.4.2. modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in Products and Services, Applications, Software, Features, Add-ons or Material. The Customer is granted no rights under this Agreement except as expressly stated and Mintra expressly reserves all Intellectual Property Rights and its other rights in and to Products and Services, Applications, Software, Features, Add-ons or Material.

9.1.5. The Customer shall notify Mintra immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Products and Services, Applications, Software, Features, Add-ons and/or related Material by any person.

9.1.6. Notwithstanding anything stated to the contrary in this Agreement, the Customer shall indemnify Mintra against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Mintra arising out of or in connection with the Customer's or Customer Admin's intentional infringement of Mintra's or any third party's Intellectual Property Rights which subsist in the Products and Services, Applications, Software, Features, Add-ons and/or related Material. In case of such infringement of third-party Intellectual Property Rights, Customer shall be liable against and shall indemnify the third-party directly.

9.2. Mutual intellectual property terms:

9.2.1. No Party shall use the other Party's, or the other Party's licensors', trademarks, trade names, designs, logos and names of the products, devices and/or the underlying software except as expressly authorised by the other Party in writing.

9.2.2. Where applicable, all personal data and all input made by End-Users when using the Application (hereinafter referred to as "End-User Data") shall remain End-Users sole property. End-User, however, grants to Mintra and, where applicable, to Customer a right to use the End-User Data to generate Material in accordance with the Products and Services. Customer acknowledges that End-User may at its sole and unfettered option grant third parties with access to his respective End-User Data in order to also allow such third parties to use the End-User Data to generate Material for purchased Services on the same terms and conditions as set forth herein.

9.2.3. Other than the licences expressly granted under this Agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights.

9.3. Intellectual Property Claims and Disputes:

9.3.1. If, in Mintra's reasonable opinion, the use of the Products and Services and/or related Material are or may become the subject of an intellectual property claim then Mintra shall either:

9.3.1.1. Obtain for the Customer the right to continue using the Products and Services and/or related Material which are the subject of the intellectual property claim; or

9.3.1.2. Replace or, with the written consent of the Customer, modify the Products and Services and/or related Material which are the subject of the intellectual property claim so they become non-infringing.

9.3.2. Mintra shall have no liability for any intellectual property claim resulting from the use of the Products and Services and/or related Material in any way which falls outside the scope of this Agreement or resulting from any modification of any item of the Products and Services and/or related Material made by a party other than Mintra or its authorised agent.

10. CONFIDENTIALITY

10.1. Subject to sub-section 10.2, confidential information ("**Confidential Information**"), in relation to either Party, refers to any and all information or material, including any modifications or derivations thereof, that at any time on or after the Effective Date has been or is provided or communicated by or on behalf of one Party (such Party in such capacity, the "**Disclosing Party**") or any of its Affiliates to the other Party (such Party in such capacity the "**Receiving Party**") or any of its Affiliates in connection with this Agreement, which:

10.1.1. is marked as confidential or proprietary; and/or

10.1.2. according to the accompanying information provided by the disclosing Party is confidential; and/or

10.1.3. due to its character or nature, a reasonable person in a like

position and under like circumstances would treat as confidential.

For the avoidance of doubt, any non-public information of Mintra provided to the Customer is deemed Confidential Information.

10.2. Confidential Information shall not include information that:
- 10.2.1. is or becomes publicly known through no act or omission of the Receiving Party; or
- 10.2.2. was in the Receiving Party's lawful possession prior to the disclosure; or
- 10.2.3. is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or
- 10.2.4. is independently developed by the Receiving Party, which independent development can be shown by written evidence; or
- 10.2.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.3. Each Party, during the Term and for five (5) years after its termination, agrees to hold the other Party's Confidential Information in confidence and, unless required by law, not make the other Party's Confidential Information available in any form to any third party or use the other Party's Confidential Information for any purpose other than the performance of its rights and obligations under this Agreement.

10.4. The Receiving Party shall use the same degree of care, and in any case no less than the reasonable degree of care expected with this Agreement, to prevent unauthorised use, dissemination, disclosure or publication thereof, as it uses to protect its own information of confidential nature.

10.5. The Receiving Party may communicate the Confidential Information to its employees on a need to know basis only. Each Party shall ensure that its personnel having access to Confidential Information is advised of the confidentiality obligations under this Agreement and is subject to confidentiality agreements that are at least as stringent as the requirements of this Agreement.

10.6. Each Party shall give notice to the other of any unauthorised use, disclosure, theft or other loss of the other Party's Confidential Information as soon as reasonably practicable after becoming aware of the same.

10.7. Upon the disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information of the disclosing Party and all copies, reproductions, summaries, analyses, extracts or modifications thereof or based thereon in the Receiving Party's possession.

10.8. The Receiving Party acknowledges and agrees that a breach by the Receiving Party of any of the terms of this section may result in irreparable and continuing damage to the disclosing Party for which there may or will be no adequate remedy at law, and that in the event of such breach, the disclosing Party shall be entitled to apply for Injunctive relief and such other and further relief as may be appropriate.

10.9. The provisions of this section shall survive termination of this Agreement for any reason.

10.10. Breach of any provision of this section shall give the Disclosing Party the right to terminate this Agreement with immediate effect.

11. DATA PROTECTION

11.1. Both Parties undertake to comply with the applicable laws and regulations regarding protection of Personal Data. The Customer is advised to comply, in particular, with any additional workplace privacy requirements if applicable.

11.2. Both Parties shall oblige its personnel and any subcontractors that may have access to Personal Data received from the respective other party to also comply with the applicable laws and regulations regarding protection of Personal Data.

11.3. Both Parties agree to enter into a separate Data Processing Agreement and any other additional agreements regarding the protection of Personal Data, if required by applicable law, in particular (but not limited to) the (EU) Standard Contractual Clauses on the protection of Personal Data.

11.4. Please visit our Data Protection section for FAQs and our Data Processing Agreement on docs.mintra.com/display/dataprotection (the "**Data Processing Agreement**"). Mintra may revise this information from time to time to accommodate changes to applicable Data Protection Legislation.

11.5. You can find information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them in our Privacy Policy and it is important that you read that information.

12. LIABILITY

12.1. The following provisions set out the entire financial liability of Mintra (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 12.1.1. any breach of this Agreement howsoever arising; and
- 12.1.2. any representation, misrepresentation (whether innocent or negligent) statement or tortious act or omission (including without limitation negligence) arising under or in connection with this Agreement.

12.2. Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

12.3. Mintra shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise, including, without limitation, events outlined in sub-section 8.4, in each case whether direct or indirect or whether or not foreseeable at the date of this Agreement, for:
- 12.3.1. consequential or indirect losses under English law.
- 12.3.2. loss of profits.
- 12.3.3. loss of business.
- 12.3.4. depletion of goodwill or similar losses.
- 12.3.5. loss of anticipated savings.
- 12.3.6. loss of goods.
- 12.3.7. loss of use.
- 12.3.8. loss or corruption of data or information.
- 12.3.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.4. Mintra's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising),

misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances not exceed the amount of fees payable by Customer to Mintra for the twelve (12) months preceding the date of the applicable claim.

12.5. The Customer agrees that, in entering into this Agreement, it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Mintra shall have no liability other than in accordance with the express terms of this Agreement.

12.6. In no event, shall Mintra be liable for any decisions made by Customer or End-User based on or following use of the Products and Services and/or the Material.

12.7. All dates supplied by Mintra for the delivery of the Products and Services shall be treated as an estimation only. Mintra shall not under any circumstances be liable for any loss or damage arising from any reasonable delay in delivering the Products and Services.

13. NON-SOLICITATION

13.1. During the Term of this Agreement and one year thereafter, the Customer shall not, without Mintra's prior written consent, directly or indirectly:

13.1.1. solicit or encourage or induce any person to leave the employment or other service of Mintra;

13.1.2. hire, solicit, or attempt to solicit the services of any current or former employee, agent or subcontractor of Mintra;

13.2. Violation and breach of this section 13 entitles Mintra to terminate this Agreement or any other agreement entered between the Parties, with immediate effect and seek relief in law or equity.

14. NON-COMPETE

14.1. During the Term of this Agreement and for a period of one year after its termination Customer shall not:

14.1.1. directly or indirectly, for Customer's own behalf or for the behalf of any other person or entity, compete with the Services provided by Mintra in accordance with this Agreement;

14.1.2. have an ownership interest in any entity, partnership or other business organisation who or which directly or indirectly competes with the Services provided by Mintra in accordance with this Agreement.

14.2. Violation and breach of this section 14 entitles Mintra to terminate this Agreement or any other agreement entered between the Parties, with immediate effect.

15. ANTI-BRIBERY

15.1. Customer represents and confirms:

15.1.1. that it is aware of, understands, and will comply with all applicable national and international laws and regulations relating to anti-corruption and anti-bribery ("Anti-Bribery laws");

15.1.2. so long as it is conducting business with Mintra, it will not, directly or indirectly, on its own behalf or on behalf of Mintra promise, offer, solicit, authorise, give or receive a bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the performance of this Agreement;

15.1.3. it will comply with Mintra' ethics, anti-bribery and anti-corruption policies as Mintra may update them from time to time ("Relevant Policies");

15.1.4. have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Anti-Bribery Laws, the Relevant Policies and sub-section 15.1.2 of this Agreement, and will enforce them where appropriate;

15.1.5. that it has no foreign public officials as officers or employees and/or direct or indirect owners at the date of this Agreement;

15.1.6. that it will immediately notify Mintra (in writing) if a foreign public official becomes an officer or employee of the Customer and/or acquires a direct or indirect interest in the Customer;

15.1.7. that within three (3) months from the date of this Agreement, certify to Mintra in writing signed by an officer of the Customer, compliance, and adoption of reasonable measures for continued compliance, with this section 15 by the Customer and all persons associated with it and all other persons for whom the Customer is responsible under section 15. The Customer shall provide such supporting evidence of compliance as Mintra may reasonably request.

15.2. A breach of this section 15 entitles Mintra to terminate this Agreement with immediate effect.

16. TERMINATION

16.1. Subject to the remaining provisions of this clause or the applicable PST, termination of this Agreement can be effected with a minimum of three (3) months' written notice, delivered in accordance with the provisions of section 20 Notices, prior to the expiry of the Minimum Period or any Extended Period thereafter, ensuring that the Agreement expires at the end of the current period of the Term and does not renew automatically.

16.2. Notwithstanding anything to the contrary elsewhere in this Agreement or in any applicable legislation, and without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

16.2.1. the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or

16.2.2. the other Party commits a material breach of any other term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so, or where such Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

16.2.3. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its

debts; or

16.2.4. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

16.2.5. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other Party; or

16.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or

16.2.7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party; or

16.2.8. the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or

16.2.9. a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; or

16.2.10. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days; or

16.2.11. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-sections 16.2.2 to 16.2.10 (inclusive); or

16.2.12. the other Party commits fraud, in any guise, in implementing the entrusted services unless the fraud is caused by a third party and such fraudulent intention was not known to the other Party; or

16.2.13. the name and reputation of either Party is degraded and placed in bad repute, expressly or by virtue of its methods of handling and/or promoting the Products and Services, by the other Party; or

16.2.14. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

16.2.15. If after a period of one (1) year no business has been resulted from the purpose of the Agreement; or

16.2.16. in all other cases provided in this Agreement where the termination is expressly applied.

16.3. Without prejudice to any other rights or remedies to which Mintra may be entitled, Mintra may terminate the Agreement without liability to the Customer if:

16.3.1. there is a change of control of the Customer; or

16.3.2. the Customer challenges or disputes the validity of any of Mintra' Intellectual Property Rights; or

16.3.3. the Customer purports to assign any of its rights or obligations under this Agreement without first obtaining the written consent of Mintra.

16.4. Neither Party will be liable for any damages arising out of the termination of this Agreement in accordance with this section unless the termination has been caused culpably by the Party which is in material breach of its obligations under this Agreement.

16.5. Early termination of the Agreement, prior to the completion of the Minimum Period, shall not entitle Customer to a pro-rata refund for the remainder of such period unless the Agreement is terminated by the Customer on the basis of sub-section 16.2.2 hereinabove.

16.6. Upon termination of this Agreement, both Parties shall pay all outstanding charges which have become due and payable under this Agreement as at the date of such termination.

16.7. After termination of the Agreement, Customer and/or Customer Admin understand and agree that:

16.7.1. Customer and/or Customer Admin accounts related to the Products and Services will be deactivated.

16.7.2. The Products and Services, the Material and the Application will not be accessible by Customer and/or Customer Admin.

16.7.3. Customer and /or Customer Admin must not use the Products and Services any accompanying or generated Material.

16.7.4. Customer shall immediately return to Mintra the Software and Material and all copies of the whole or any part thereof. Alternatively, Mintra may require Customer to remove or destroy the same in accordance with Mintra's instructions which shall include, without limitation the written certification of such successful removal or destruction.

16.7.5. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

16.7.6. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

17. FORCE MAJEURE

17.1. Neither Party shall be liable for delays in performance of, or failure to perform, any of its obligations under this Agreement, if such delay or failure is caused by events, circumstances or causes beyond their reasonable control ("**Force Majeure**"), provided notice thereof is given to the other Party as soon as practicable. Force Majeure shall include, without limitation, hostilities, riots, revolution, acts of war (whether or not declared), act of terrorism, malicious damage, civil commotion, epidemic accident, quarantines or regional medical crisis, fire, flood, wind, earthquake or other inclement weather conditions and any impending threat of the foregoing, blockade, embargoes, shortage of materials or transportation facilities, failure of a utility service or transport or telecommunications network, breakdown of plant or machinery, default of suppliers or sub-contractors, strikes and lockouts or other industrial dispute, any other Acts of God or act of any government or governmental agency, including laws, regulation or ordinance and proclamation affecting the Parties, the work and the services to be provided without the fault or negligence of the Parties hereto, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing.

17.2. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations

hereunder to an extension of the estimated or agreed date of delivery by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

17.3. If the period of delay or non-performance continues for six (6) months, the party not affected may terminate this Agreement by giving thirty (30) days' written notice to the other party.

18. EXPORT RESTRICTIONS

18.1. Customer acknowledges that Mintra may be bound by third-parties' restrictions regarding the export of their software, being part of the Products and Services, to specific countries. Therefore, Mintra retains the right to exclude Customers, Customer Admins or End-Users from using these Products and Services in case such restrictions imposed by third parties apply to Customer.

18.2. Customer acknowledges that Mintra may be bound by laws or regulations on export control and that therefore the booking of specific Services for specific Customers or End-Users might not be possible. Customer acknowledges that:

18.2.1. such export restrictions do not entitle Customer to return purchased Products and Services.

18.2.2. information regarding current export restrictions is available on request from Mintra.

18.2.3. Mintra retains the right to terminate an existing Agreement in case such a restriction applies to Customer.

18.2.4. Mintra reserves the right not to effect booking or assigning of a Product and Service or use of Applications or to enable Customer to access Material in case such restrictions apply to Customer and/or End-Users.

18.2.5. Unassigned Services or Applications in the meaning of this section will not be refunded but can be assigned to other (unrestricted) End-Users and/or can be used for other unrestricted Services or Applications.

18.3. Customer undertakes:

18.3.1. To contractually oblige any third party to whom it discloses or transfers any Products and Services, or Material acquired under this Agreement to make an undertaking with terms no less onerous to the ones set out above; and

18.3.2. if requested, to provide Mintra with reasonable assistance, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any laws or regulations on export control.

18.4. The causes for termination stated in this section are considered to be important in the meaning of section 16 Term and Termination.

18.5. Customer shall inform Customer Admins about any export restrictions and shall exclude its Customer Admins violating such restrictions from the use of the Products and Services on its behalf.

19. SANCTIONS

19.1. The Customer represents that:

19.1.1. it conducts its operations in compliance with all applicable governmental laws, rules and regulations, including, but not limited to, any Sanctions or export control regulations;

19.1.2. it acquires, obtains and maintains any governmental or other regulatory body licenses, permits or approvals, including any export licenses necessary required in the territory where the Products and Services and Material will be used;

19.1.3. none of its subsidiaries, affiliates, agents or representatives are subject to Sanctions, or are located, established or residing in a country or territory causing them to be in breach of Sanctions;

19.1.4. Customer, or any of its Affiliates, has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any individual, or company, in any country or territory that at the time of the dealing or transaction causes them to be in breach of Sanctions.

20. NOTICES

20.1. All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

20.2. Notices shall be deemed to have been duly given:

20.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.2.2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

20.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

20.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.

20.3. In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. GENERAL

21.1. Customer may not assign this Agreement, delegate its obligations or assign its rights hereunder without the prior written consent of Mintra, which consent will not be unreasonably withheld. For the avoidance of doubt, the ultimate liability for payment of outstanding invoices issued by Mintra to any other entity upon the instructions of Customer shall rest with the Customer.

21.2. Mintra may assign to its Affiliates this Agreement, delegate its obligations or assign its rights hereunder without the prior written consent of the Customer.

21.3. Any failure to enforce, or delay in enforcing, any provision of this Agreement by either Party will not be construed to be a waiver of any breach of such provision or any other provision of this Agreement. No waiver of any breach of a provision of this Agreement will be effective unless made in writing and signed by an authorised representative of the waiving Party. The waiver of a breach of a provision of this Agreement will in no way be construed as a waiver of any subsequent breach of such provision or as a waiver of the provision itself.

21.4. No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of each of the Parties.

21.5. Should any provision of this Agreement, or any provision incorporated in this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally

permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. The same shall apply: (i) if the Parties have, unintentionally, failed to address a certain matter in this Agreement; in this case a suitable and equitable provision shall be deemed to have been agreed upon which comes as close as possible to what the parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or (ii) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a legally permissible time period or performance shall be deemed to have been agreed which comes as close as possible to the stipulated time period or performance.

21.6. In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the Parties are, and shall remain, independent contractors. Nothing in this Agreement shall be construed to (a) constitute the Parties as principal and agent, franchisor and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (b) authorise either Party to enter into any contract or other binding obligation on the part of the other Party, and neither Party shall represent to any third party that it is authorised to enter into any such contract or other obligation on behalf of the other Party.

21.7. Subject to the exception of section 1.3 of this Agreement, no one other than a Party to this Agreement, their successors and permitted assignees, expressly notified in advance, shall have any right to enforce any of its terms. For the purposes of this provision, the Customer agrees that, in addition to Mintra's right to enforce this agreement, any member of the Mintra Group may enforce any term of this agreement against the Customer.

21.8. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21.9. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

21.10. The Parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

21.11. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

22. DISPUTE RESOLUTION

22.1. Unless otherwise agreed by the Parties in writing, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the laws of Bergen, Norway.

22.2. In case of a dispute, controversy, or claim between the Parties arising out of or relating to Agreement, the Parties will either attempt to reach an amicable resolution in good faith within 30 (thirty) days from the date of receipt of the notification; or refer to mediation with the appointment of a certified independent commercial mediator in accordance with the International Chamber of Commerce ("**ICC**") Mediation Rules.

22.3. If the dispute is not settled either amicably or through mediation, within 45 (forty-five) days following the filing of a request for mediation, or within such other period as the parties may agree in writing, such dispute, unless otherwise agreed in writing, shall thereafter be submitted to the exclusive jurisdiction of the Courts of Bergen, Norway.

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