

An agreement concerning

Beest Sales Management Tool delivered as a Service (SaaS)

has been concluded between:

Interface Intelligence AS (Org.no: 815 146 972)

(Hereinafter referred to as the Supplier)

and

(Hereinafter referred to as the Customer)

Place and date:

[The Customer's name here]

Interface Intelligence AS

Signature of the Customer

Signature of the Supplier

The Agreement is signed in two copies; one for each party.

Communications

Unless otherwise specified, all communication concerning this Agreement shall be directed to:

On behalf of the Customer:

Name:

Position:

Telephone:

Email:

On behalf of the Supplier:

Name: Frank Svendsen

Position: Commercial Director

Telephone: +47 90 82 50 54

Email: frank@beest.app

Invoice information:

PO/ Reference No:

Invoice Email address:

Financial Contact:

Financial contact - email:

SaaS Contract

This contract outlines the terms and conditions for using a Software as a Service (SaaS) application in a business environment.

Definitions

"SaaS" refers to the Software as a Service application provided by the service provider.

"Client" refers to the business entity using the SaaS application.

"Active Users" refers to the individuals authorized by the Client to access and use the SaaS application and are users that have logged on to the Beest application during the past month.

"SLA" refers to the standard Service Level Agreement for Beest.

"Service Description" refers to the Beest Service Description that describes the service in more detail.

Scope of Work

The scope of work for this contract includes the use of the SaaS application by the Client and its Users.

The SaaS application will be hosted and maintained by the service provider, and will be accessible to the Client and its Users through the internet.

The service includes set-up and configuration of the service, training, support, and SLA according to service description and delivery plan.

In addition the supplier will add the following features for the client:

- Voice recording in the Beest app

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Deliverables

The deliverables for this contract include:

Access to the SaaS application for the Client and its Users and features and functionality according to the attached schedule: Beest Service Description

Technical support for the SaaS application

Regular updates and maintenance for the SaaS application

Service Level Agreement according to attached schedule

The customer will have access to the following documentation:

- Online help articles

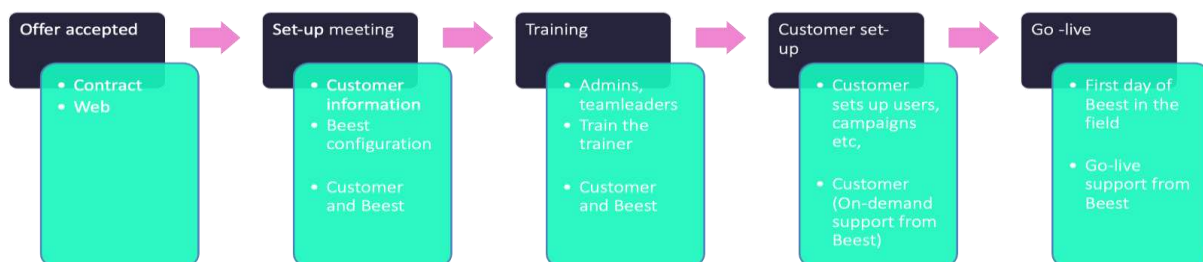
- User Manuals for end-users and admins

System documentation and technical documentation is upon request and the supplier is entitled to accept/decline request for documentation.

Training will be provided according to service description and on-boarding plan.

Delivery plan

Unless otherwise specified in this section Beest standard delivery and implementation is applied.



Fees and Payment

The Client will pay the service provider a monthly fee or a fee per transaction for access to the SaaS application.

The monthly fee is calculated from number of active users during the last month and are invoiced on the first day of the following month.

If transaction-based pricing, number of transactions during the month is calculated after the last day of the month and invoiced on the first day in the following month.

Payment will be due on the 15th of the following month.

Pre-paid transactions are due with 15 days net payment terms and services are available when payment is registered with the supplier.

Payment schedule

The prices agreed is as follows:

Set-up fee:

9.000,- NOK

Monthly subscriptions:

390 NOK per user per month for access to all the features and functionality in the subscription “Full Beest Mode”.

Services (SLA and support) will follow the subscription “Normal Beest Mode”.

Other services:

SMS: 1 NOK per SMS

Consulting and training- per hour: 1.350 NOK

All prices are excluding vat and taxes.

The prices do not include any payment fees, payment gateways or other 3rd party costs that may occur when using Beest.

Service level with standardized damages

The following table shows the service credits payable to the Customer’s account due to Beest’s non-compliance of the service levels.

Service availability	Compensation
99,5 % to 98,0%	10 %
97,9% to 95,0%	25 %
94,9% to 90,0%	50 %
89,9% or less	100 %

The maximum service credits payable per month amounts to 100% of the monthly Subscription Fees payable by the Customer to Beest for the services.

For a complete description of the SLA, see attached schedule Beest SLA

Support schedule

The support schedule is the period during which the Customer may contact Beest’s technical service team to resolve incidents through the above-mentioned communication channels as further specified in below table:

Queries and breakdowns:

	General query	Breakdown	Critical Breakdown
Support schedule (CET time zone)	Monday to Friday 8:00 AM – 5:00 PM	Monday to Friday 8:00 AM – 22:00 PM	Monday to Friday 8:00 AM – 22:00 PM

Maximum response time	12 hours	12 hours	2 hours
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Termination

This contract will terminate upon 90 days' written notice by either party. Upon termination, the Client will no longer have access to the SaaS application.

Users

If the customer is paying per subscription, they are entitled to use as many users as they have bought subscriptions for.

If the customer is paying per transaction, they have unlimited number of users. The users must be associated with the customer either as employees or as an employee of one of their partners working for them (ie: a field marketing agency, sales partner etc). Such associations shall be provided to the supplier upon request.

The monthly fee is calculated from number of active users during the last month.

If transaction-based pricing, the number of transactions during the month is calculated after the last day of the month.

Damages and Liability

Damages

In the event of breach by the Supplier, the Customer may require compensation for any direct losses. Direct losses include but are not limited to: additional costs for the Customer concerning cover purchases, the Customer's indemnification liability as a consequence of defect in title for which the Supplier is liable, losses due to additional work and other direct costs related to breach by the Supplier.

Liquidated damages and standardised financial compensation will be deducted from any damages in respect of the same delay/error.

No compensation for indirect losses may be claimed by the Customer. Indirect losses include, but are not limited to, lost profits of any kind, lost savings or claims from third parties, including claims from third parties arising from the Customer's breach of third-party terms.

Limitation of liability

The total damages which the Customer may require during the term of the Agreement are limited to an amount equivalent to the consideration invoiced to the Customer during the last 12 months prior to the date of the claim. If the service has not run for 12 months prior to the date of the claim, the total compensation amount that may be claimed by the

Customer is limited to an amount equivalent to the amount already invoiced to the Customer, with upward adjustment to 12 months.

The limitation of liability will not apply, however, if the Supplier, or any party for which it is responsible, has shown gross negligence or wilful misconduct. The limitation of liability will not apply either if the Customer has incurred indemnification liability for defects in title for which the Supplier is liable.

Information Security, data ownership and Intellectual Properties

The Supplier will take appropriate measures to address the information security requirements associated with the performance of the Service.

This entails that the Supplier will take appropriate measures to ensure the confidentiality of the Customer's data, as well as measures to ensure that data does not fall into the hands of unauthorised persons. Furthermore, the Supplier will take appropriate measures to protect against the unintended modification and deletion of data, and against virus and other malware attacks.

The Supplier will be obliged to keep the Customer's data separate from the data of any third parties, in order to reduce the risk of impairment of data and/or access to data. By separate is meant that necessary technical measures to secure data against unintended change or access are implemented and maintained. Unintended changes or access also include access by the employees of the Supplier or others who do not need the information in their work for the Customer.

The Supplier must ensure that suppliers of third-party deliverables undertake sufficient and necessary assurance of the Customer's data. This includes back up and restoration of all relevant data and configurations.

The Supplier shall keep information provided by the Customer and/or its third parties confidential and shall only use such information for the purposes of the agreement and shall not disclose such information to any third parties

The Customer will retain the right of ownership of all data that is entrusted to the Supplier for processing, and which is stored or processed with the help of the services under this Agreement. The same will apply to the output from the Supplier's processing of such data. The Supplier has access to data as described above only to the extent necessary to enable the Supplier to fulfil its obligations pursuant to the Agreement.

The Supplier shall under no circumstances have the right to withhold the Customer's data.

The Supplier shall process personal data under the agreement in accordance with the attached DPA.

INTELLECTUAL PROPERTIES

This Agreement will not change the copyright, right of disposal or property rights held by the parties prior to the Agreement, and which they retain during the performance of the Agreement.

Access to the service comprises all of the powers which are necessary to use the service in accordance with the purpose of this Agreement. Unless otherwise specifically agreed, no intellectual property rights are transferred to the Customer. The Customer does not have exclusive access to the service unless this is specifically agreed. And any

Changes after establishment of the agreement

Change number	Description of the change and any adjustments of the consideration and adjustment of the time schedule	Effective date

Disputes

Governing law

The rights and obligations of the parties under this Agreement shall in their entirety be governed by Norwegian law.

Negotiations and mediation

Should a dispute arise between the parties as to the interpretation or the legal effects of the Agreement, the parties shall first seek to reach agreement through negotiations and/or mediation.

Litigation or arbitration

If a dispute is not resolved through negotiations or mediation, each party may require such dispute to be resolved with final effect before the Norwegian courts of law.

The venue shall be the legal venue of the Customer.

The parties may alternatively agree that the dispute shall be resolved with final effect through arbitration.