

Share Control's general business conditions for companies of 28.02.2023

Addendum agreement to the license agreements between Share Control AS ("Share Control") and the end user ("The Customer")

# 1. Preliminary provisions

This agreement (the "Agreement") regulates what the Customer buys from Share Control, including the detailed delivery terms, and applies unless otherwise agreed in a written agreement between Share Control and the Customer.

The agreement gives the Customer access and the right to use a product, a software "ShareControl", supplied by Share Control in the form of a license to the application, with such service content as appears under point 5 (the product and the content are hereinafter collectively referred to as the "Services"), and to the extent stated under point 4. Administration or configuration of the Service for the Customer is not included in the Agreement. In addition, the Customer is provided with user support, as further regulated under point 6, and is given the opportunity to purchase consultancy services as specified.

The Customer's submission of an order for the purchase of the Services, or actual use of the Services, implies that the Customer accepts this Agreement and that Share Control commits to the delivery, unless Share Control does not accept the new Customer. The agreement otherwise applies from the time it is signed by both parties to the agreement.

Share Control reserves, on an independent basis, the right to refuse to establish a new customer relationship, for example on the basis of credit information, history or the like. Share Control must immediately notify any refusal of customer relations, and can thereby also refuse access to the free trial period cf. point 3.

Share Control reserves the right to deny competitors access to the Service, this also applies if the competitive relationship is only discovered after the Agreement has been concluded. Potential customers are therefore encouraged to state this when ordering. Any license fee paid is not refunded if the Service is closed as a result of a lack of information about this.

The agreement runs until it is terminated by one of the parties in accordance with

the provisions in clause 13.

#### 2. Definitions

"Agreement date" is the date the customer signs the order form, possibly from another written agreement signed by both parties. From this date, a customer relationship is established, and Share Control will activate the Service without unnecessary delay, however, see caveat in point 1.

The "agreement period" is the binding agreement period of 12 months applicable at all times, or if longer is specifically agreed with the Customer.

"User" is defined in point 4.

"Billing period" is 12 months and covers the cost of the actual monthly subscription times twelve based on the number of Users.

"Customer" is the company that enters into an agreement with Share Control regarding the purchase of the Services.

"The service" is defined under point 1. The services are delivered with the content and the fusion that is delivered in the service app, and as described in more detail at <a href="https://www.sharecontrol.io">www.sharecontrol.io</a>, see point 5. Share Control reserves the right to make changes to content. If such changes significantly reduce the value in use for the Customer, the Customer is given an extraordinary right to withdraw from the contractual relationship, and to have any unused subscription fee paid in advance refunded. Otherwise, Share Control cannot be held responsible for the Customer's possible disadvantages/losses.

"Annual agreement" means that when ordering, the Customer enters into a commitment period for the purchase of Services of 12 months calculated from the 1st of the following month, with ongoing automatic renewals of 12 months unless termination takes place in accordance with point 13.

# 3. Free trial period ("Free trial period")

Microsoft AppSource offers the person concerned access to a free trial period on a selection of the Service, with those of the offered functionalities that are desired. The Free trial period is activated at the request of Share Control. This Agreement also regulates the relationship between the potential Customer and Share Control during the Free Trial period.

The free trial period has a duration of 15 days, counted from the time the Service was activated, unless a longer trial period has been agreed.

The customer is made particularly aware of the following if the free trial period is used:

Any display of data that the Customer enters into the Services, or configurations made during the Free trial period, may be lost unless the Customer purchases a subscription to the same Service before the Free trial period expires, as well as transfers its own licenses for Microsoft 365, SharePoint 2016 or equivalent. Customers who try the Service without having a subscription to Microsoft 365 or SharePoint Online will not be able to pass on the data if the Customer wishes to purchase ShareControl at the end of the free trial period. The data will be deleted by Share Control after the period if the Customer does not do this himself.

For those Customers who use a free trial period through their Microsoft 365 subscription or SharePoint 2016, the data will be available if the Customer decides to purchase the Service when the trial period expires. If the Customer does not want a further subscription to the Services, the data will only be available in standard SharePoint folders that the application establishes, and not in the form of ShareControl display with the functionality built into the application. Before the free trial period ends, the customer can alternatively start with another version, on the condition that already uploaded documentation, folders and libraries must be adapted to this version.

# 4. Scope of the Customer's license rights

The Customer's right to use the Service only covers use of the Service for the Customer's internal purposes. The customer does not have the right to carry out data processing on behalf of a third party using the Service. Sharing of documents (reading access, not editing access), for example with the Customer's own auditor, own accountant or others with a more

specifically agreed need to use the Service to serve the Customer's internal needs, is not considered a third party in accordance with this. The customer must always pay a subscription for active users and users with read access. The customer undertakes to use the Service in accordance with applicable laws, regulations, permits, as well as in accordance with the terms of this Agreement.

The Customer's right to use the Service is limited to the number of Users with the Customer specified on the Agreement's order form. All internal personnel at the Customer, who use a subscription to Microsoft 365 or SharePoint online and who use the view on a website, must be included as User, regardless of whether the person concerned actually wants to use the Services. However, this does not apply to external personnel who, according to previous paragraph is given read access through the sharing function.

If the Customer needs to extend the Agreement so that it covers more Users, an extended license must be ordered from Share Control in accordance with the procedures below. If an external person as mentioned above is given reading access through the Customer's invitation using the sharing function in SharePoint, that person is not considered an additional User.

Share Control can make improvements to the Service, and the Customer should download an updated version as soon as possible if Share Control recommends this to the Customer by e-mail. Share Control is not responsible for any failures in the Service/errors in the service application that occur as a result of the Customer not complying with such a recommendation.

The customer can at any time extend the Agreement to cover more Users. The order must be made in writing via e-mail or using an order form or with the Customer's Purchase Order. It can also be ordered online via (website) by logging in with a license key. The order must be made by the person who is authorized to enter into agreements on behalf of the Customer, and who is indicated on the Agreement's order form. If the Customer's Purchase Order is used, the Customer hereby confirms that the requirement is intact at all times for a valid order. The order is binding for the Customer when it is made, and it becomes part of the Agreement when Share Control confirms the order via e-mail. The order is executed after Share Control has sent written order confirmation of the received order either via e-mail, receipt of the Purchase Order or order form. Thereafter, the order forms part of this Agreement.

The customer can reduce the number of Users of the Service. Reduction in the number of Users must be done in writing. Reductions will apply from the end of the current Agreement period, provided that written notice of such reduction has been received by Share Control at least 30 days before the end of the current Agreement period. If the notice of reduction is not sent in accordance with this provision, the fee will not be reduced until after the end of the subsequent Agreement period. Share Control points out that Downgrading the Service Plan (e.g. from IFRS 16 Pro to IFRS 16 Std.) may cause a loss of content, functions or capacity in the Services that are available during the Customer's installation, and Share Control assumes no responsibility for such a loss.

#### 5. More about the Services

The customer must himself enter into an agreement with Microsoft regarding access to the use of Microsoft 365 or SharePoint Online in order to access the Services through a SharePoint application. If the Customer, regardless of the reason, loses access to such a SharePoint application, this is beyond Share Control's control, and it does not affect the Customer's payment obligations in accordance with Agreement. If the Customer wishes to

terminate this Agreement, this must be done through termination in accordance with point 13.

The service has such functionality as demonstrated/described at <a href="www.sharecontrol.io">www.sharecontrol.io</a>. Share Control intends to continuously develop the Service, and the Customer will receive information when a new version of the Service can be downloaded, with user instructions.

The service is installed through download at the Customer's location in a cloud solution or on a server at the Customer's location. The customer must use a SharePoint application to access the Service, either on their Microsoft 365, SharePoint Online or SharePoint server by logging into this service.

The agreement implies that the Customer shall have the right to receive user support, as stated under point 6 below.

If there are changes in SharePoint that significantly affect the functionality of the Service in a negative way, Share Control is obliged to make available an updated version of the Service within a reasonable time. A significant change in functionality means that the Customer no longer has access to their documents, possibility to copy these or to upload new documents. If display completely or partially stops working, including board meeting overview, regulation overview of contracts, tasks, auditor's report, this must be corrected by Share Control within 14 days. In such a case, the customer will have access to their documents in SharePoint folders as a temporary solution. The customer is obliged to install a new version of the program as soon as Share Control notifies them of this.

Share Control makes no guarantees or promises that the functionality of the Service, including the software, will meet the Customer's individual requirements, expectations or needs. Interruptions or errors may occur when operating the Service. The customer's rights in such cases are exhaustively regulated by clauses 14 to 17. Share Control points out that if the Customer chooses a Downgrade of the Service Plan (e.g. from IFRS 16 Pro to IFRS 16 Std.) this may cause a loss of content, functions or capacity of the Services available under your Account, and Share Control assumes no responsibility for such loss.

Share Control is obliged to keep the knowledge posting up to date with relevant links and check that these are still valid. Links to changes in laws and regulations must be updated within 14 days.

Share Control is responsible for having relevant information in the knowledge publication, but will not be able to have special content for certain industries or cover special needs for certain companies, and is not responsible for the knowledge publication containing all relevant information. Share Control undertakes to quality control the library's content relating to accounting and auditing at reasonable intervals. The quick lookup must be updated within 7 days after the subcontractor Revisorforeningen recommends changes.

ShareControl is not responsible for any documentation/content or links that the Customer himself enters into ShareControl beyond the fact that these can be displayed to the User.

The customer can otherwise purchase an upgraded version of the service app when this is launched, by contacting <a href="mailto:bestelling@sharecontrol.no">bestelling@sharecontrol.no</a> or by logging in with a license key on our website <a href="mailto:www.sharecontrol.io">www.sharecontrol.io</a>. Here the Customer indicates which of the offered versions is desired and the number of Users the order applies to. Metadata resulting from the upgraded version must be entered by the Customer after upgrading. The customer can order a downgraded version of the service app, but this is not recommended. A downgrade can only take place by contacting bestelling@sharecontrol.no, and assumes that the Customer automatically extends his subscription for another 12 months when ordering, calculated from the time the downgrade has been completed. Metadata and other information that is not included in the downgraded version will no longer be available to the Customer after the change in subscription has been completed.

ShareControl's calculation model for the present value of lease obligations and leased assets is available to users of the ShareControl Contract & IFRS 16. The calculation model is based on data from SharePoint and is updated based on this data set. If the customer manually enters or changes data in the calculation model and/or changes fields or formulas in the calculation model, ShareControl does not take responsibility for the calculation model making the correct calculations or providing the correct output.

# 6. User support

The agreement includes user support for the Customer within the framework that follows from this point. User support is limited to online help with the ShareControl service application, and does not include support for general questions about Microsoft 365 or SharePoint Online. If extended user support is desired, this will be agreed separately when entering into the license agreement.

The customer is entitled to user support from Share Control within normal working hours (08.00–16.00 Monday to Friday with the exception of Christmas Eve, New Year's Eve and other public holidays). Contact with user support at Share Control takes place via <a href="mailto:support@sharecontrol.no">support@sharecontrol.no</a>, and to the telephone number provided there. The customer can choose to enter into an extended support agreement with Share Control, and the provisions in this point 9 apply to the extent that no deviation has been agreed.

User support means that Share Control will try to solve software problems based on the Customer's detailed description of the problem. It is not guaranteed that there will be a solution. Administration or configuration of the Service for the Customer is not included in the user support.

The user support covers assistance for using the Service provided that it is used in accordance with Share Control's recommendations. It does not cover other configurations with regard to operating systems, browsers and the like. The user support also does not cover the repair of content in the code, problems caused by the Customer, or problems that are only related to the Customer's hardware, internal network and Internet connection and/or external devices that are completely independent of the Service. Furthermore, user support is not provided for anything other than the Services the Customer subscribes to.

Customers with more than three Users must designate a user support contact who will act as the Customer's point of contact with Share Control. The customer undertakes to use sufficiently qualified personnel to search for the cause of the problem and to share detailed information with the user support personnel. Where the Customer does not have a sufficiently qualified user support contact, and therefore draws on more resources in Share Control than assumed here, the Customer must pay for this. Before it is carried out and billable time accrues, Share Control and the Customer must enter into an agreement on such consultancy service. If, by agreement, Share Control assists with changing the programming for the Customer, normal rates for IT support services apply. Without any other agreement, the Customer will be invoiced according to Share Control's current hourly rates for consulting services/IT support services for the additional time that is thereby included.

Share Control can recommend training courses or consultancy services if the user support is provided in the form of general training. Share Control also reserves the right to send the Customer specifications on possible solutions, which the Customer must try to follow in order to solve the problem in question.

The user support does not include any form of consultancy services. The customer can purchase additional services as needed, see <a href="https://www.sharecontrol.io">www.sharecontrol.io</a>.

# 7. Rights relationship

Share Control owns the Service, and owns all rights to all further programming for ShareControl. The customer is not granted any license or right of use beyond what is expressly stated in point 4 of this Agreement.

If a third party takes legal action against the Customer and claims that the Service infringes its copyright, property rights or industry-related rights in Norway, Share Control is entitled, at its own expense, to help intervene in the case. The customer must immediately notify Share Control of any dispute or lawsuit. Share Control shall indemnify the Customer for any claim as mentioned above.

# 8. Processing of personal data

The customer himself is responsible for familiarizing himself with and complying with the legislation in force at all times relating to the handling of personal data, including the conditions for collection, storage, use, sharing, and requirements for access and deletion of personal data.

Furthermore, the Customer himself is responsible for entering into a data processing agreement where data is stored on external servers, in accordance with the legislation in force at all times.

The services from ShareControl do not include the aforementioned conditions. The customer must decide for himself which country's law applies. For further information on Norwegian law, refer to the Norwegian Data Protection Authority's website.

#### 9. The relationship with the Bookkeeping Act and storage in general

Share Control draws the Customer's attention to the fact that the Customer must ensure that documents which are required to be kept according to the Bookkeeping Act, and which through the use of Share Control's product are only stored in the Microsoft cloud solution, actually satisfy the Bookkeeping Act's requirements for storage (see § 7-5 of the Bookkeeping Regulations).

It is the Customer's own responsibility to ensure back-up of the documents on storage media in Norway, if necessary to ensure that the Bookkeeping Act's requirements are met, or to ensure that the necessary exemptions from the aforementioned regulations are obtained, or to ensure that a Microsoft data center is selected in Norway or in an EEA country that meets the conditions at all times.

Share Control has made available standard Microsoft SharePoint functionality in its service application which can be used by the customer to download and take a back-up/backup copy to store data and documents on the customer's own server or other suitable location, this also to satisfy the requirements of the Accounting Act , unless this is satisfied in another way. In any case, the customer is responsible for ensuring that this is done regularly in accordance with the law and regulations.

All Office 365 services are based in Azure Regions. The number of regions is systematically increased based on nutritional needs. Some countries require or strongly recommend storing corporate data in local data centers.

# 10. Confidentiality

Share Control, and everyone who, on behalf of Share Control, receives information about the Customer and the Customer's business and relationships as well as other information that is marked as, or clearly appears to be, confidential, are obliged not to give this information to outsiders without the Customer's prior consent. This applies similarly to the Customer that applies to information about Share Control, or its business partners.

The obligation to keep confidential information secret also applies after the Agreement expires. The duty of confidentiality does not apply to public authorities who can order the presentation of the information in question.

### 11. Prices and payment

The monthly license fee that the Customer must pay for the Service is stated on the Agreement's order form. If the Customer orders access for several Users, cf. point 4, the price shall be Share Control's current price for the product/Service that the Customer has chosen, or possibly the otherwise agreed price. The customer is invoiced for the extended number of Users for the period from when the order is confirmed by Share Control, and until the end of the current Agreement period. Additional Users will be included in the total number of users used to calculate the fee for subsequent Agreement Periods.

If Share Control discovers that the Customer has more Users than is agreed and paid for, the Customer is obliged to pay for these additional Users in full for the entire period this applies to, however at least for 12 months.

License fees are invoiced and paid in advance. The invoice covers a period of 12 months. The first invoice period shall be calculated from the end of the month following the Agreement Date.

Other amounts are invoiced after the service in question has been performed with a 14-day payment deadline, unless otherwise agreed, and at the agreed price.

In the event of late payment, the applicable interest accrues at all times in accordance with the Act on Interest in Late Payment.

#### 12. Price changes

Share Control reserves the right to change the prices annually by changing the consumer price index, unless otherwise agreed. The change will take effect from the next renewal of the subscription for the next Agreement period.

Share Control also has the right to change the prices for the Services, and the other conditions in this Agreement, with at least 1 month's prior written notice to the Customer, nevertheless so that the Agreement's price and other conditions cannot be changed with effect from the end of the current Agreement period. If a change is made to the general terms and conditions, a new Agreement with complete terms must be attached to the notice. Correctly notified changes are implemented with effect from the first subsequent billing period.

#### 13. Termination of the Agreement

The agreement is automatically extended annually with a new 12-month period if it is not terminated. Both parties have the right to terminate the Agreement. Termination of the Agreement must be done in writing, and the termination will apply from the end of the current Agreement period. If the Customer cancels before the end of the current Agreement period, the Customer must still pay for the entire Agreement period. Written notice of termination must have reached the other party at least 30 days before the end of the Agreement period.

The termination does not give the right to a refund of the license fee/other payments, but implies that the Agreement is not automatically extended with a new Agreement period.

#### 14. Share Control's responsibility for errors, deficiencies and delays

An error or deficiency exists if ShareControl/the Services do not satisfy the agreed requirements for quality or content. A delay exists if Share Control does not make the Service available to the Customer at the agreed time.

In the event of errors/shortcomings/delays for which Share Control is responsible, the Customer is entitled to a refund of the subscription fee (price discount) for the affected Service in the affected period, proportionally based on the monthly fee.

In addition, the Customer may be entitled to compensation. Share Control is only liable for damages for errors/shortcomings or delays in the Service, if there is intent or gross negligence on the part of employees of Share Control, or someone Share Control is responsible for. To the extent that the Service offers links to external websites, Share Control is in any case not responsible for errors in the information provided there, or for downtime in the links used.

Microsoft has all the rights to, at its own discretion, close Share Control's dissemination of the Services through SharePoint and Microsoft 365. In such cases, the Customer is entitled to a price reduction and possible compensation on the terms of this and the preceding point. If Microsoft has closed the dissemination of the Services, Share Control is obliged, at the Customer's request, to contribute free of charge by obtaining, transferring and possibly converting the Customer's data.

If there is a basis for liability, Share Control's liability is limited to the Customer's direct and foreseeable loss, and is under any circumstances limited to an amount corresponding to the Customer's license fees to Share Control for 12 months. Indirect losses include losses due to delayed start-up of operations or disruptions to operations, loss of goodwill, lack of access and claims from third parties, as well as lost profits.

For the Customer's rights to withdrawal, etc., see clause 16 and clause 17.

The customer is not entitled to a price reduction if the cause of the problems is conditions for which the customer himself is the closest to bearing the risk, for example;

- Downtime on Microsoft 365, SharePoint Online, or changes there that affect the SharePoint service application. As regards the Customer's rights, reference is therefore made to the uptime that the provider of these services guarantees. Restrictions that at any time follow from the Customer's right to use SharePoint will also have an effect on access to the Services in ShareControl, including, for example, restrictions on storage capacity.
- Errors in the Customer's own equipment or use of the Service, or that the Customer uses a browser that does not have the necessary functionality.

- That the Customer is banned from using Microsoft 365 or SharePoint, in accordance with The customer's agreement with the supplier of these accesses, regardless of the reason.
- Errors that occur because the Customer does not follow recommendations from Share Control to download an upgraded version of the Service.
- Restrictions on the Customer's access to the internet.

# 15. Error notification and error handling

When the Customer discovers errors or deficiencies in the Service, Share Control must be notified without undue delay after the problem has arisen, through a written inquiry to the support center at <a href="https://www.sharecontrol.io">www.sharecontrol.io</a>. Otherwise, the Customer loses his right to a price reduction. The Customer must loyally provide all necessary information about the incident, including how many users are affected, where these users are located, what the Customer has done to try to solve the problem, and any other relevant information requested by Share Control. If Share Control requests it, the Customer must provide the necessary assistance in reproducing/identifying the error. The customer must receive a confirmation of the inquiry received, and a confirmation when the error has been corrected.

Share Control must seek to correct errors within a reasonable time after the Customer has notified, or when errors are otherwise discovered. Share Control's obligation to try to correct the errors in its application is limited to what is reasonable in the circumstances, see however the previous point.

If the Customer wishes to submit a claim for price reduction and/or compensation, such claim must be submitted in writing to the support center together with the claim for error correction, or within a reasonable time thereafter, otherwise the claim will be forfeited. Share Control must assess and take a position on the claim that has been put forward as soon as possible. Price reduction in the form of a refund of the license fee in accordance with point 14 is implemented by reducing the license fee in the following Agreement period, possibly in the form of a refund to the Customer if the Agreement expires.

#### 16. Cancellation and cancellation

If the Customer does not pay the license fee when due, Share Control has the right to stop/close the Services for the Customer until payment is made.

If one party significantly defaults on its obligations under the Agreement, the other party can terminate the agreement with immediate effect. Misuse of the license rights, including the Customer giving more Users access to the Service than is paid for, is considered a material breach. The customer's claims against Share Control after termination are exhaustively regulated by clause 14. If ShareControl terminates the Agreement, the company is entitled to license fees for the current Agreement period. Share Control can also claim compensation for its direct and foreseeable loss if the Customer or someone he is responsible for has caused the breach of contract through gross negligence or intent. The customer's liability for damages under the agreement is limited to a maximum of an amount corresponding to the customer's license fees for the Agreement period.

If one of the parties terminates, Share Control has the right to remove the Share Control application/Services, after reasonable written notice to the Customer that this will be done.

# 17. Consequences for the Customer's use of the Services in the event of suspension, termination or termination

Upon suspension, cancellation or termination, the customer will still have access to their documents and libraries, but not via the ShareControl view and functionality. Knowledge notices, financial calendars and quick notices are removed, including separate deadlines that have been entered in the financial calendar. To the extent that the Customer terminates the agreement with Microsoft 365 or SharePoint online, reference is made to the condition from the supplier on this. ShareControl cannot be used if these services cease and the customer is himself responsible for informing Share Control and terminating the agreement with Share Control if Microsoft 365 or SharePoint

Online is terminated. If the Customer loses the right to use SharePoint or Microsoft 365, and thus the opportunity to use SharePoint, this does not entitle the Customer to a refund of the subscription fee paid.

Share Control can, upon the Customer's possible termination of SharePoint, agree to convert to another format that the Customer specifies. The data that has been added to the library and that is covered by the ShareControl application, Share Control can be helpful in getting converted to another format. Share Control will invoice for the time it takes to obtain and convert the data, according to Share Control's current rates for such assistance, see the current prices at www.sharecontrol.no at all times.

#### 18. Transfer of rights under the Agreement

Share Control can fully or partially transfer its rights and/or obligations under the Agreement, provided that this does not constitute a significant obstacle to its fulfillment. Share Control also has the right to allow a third party to fully or partially fulfill its obligations under the Agreement. The customer must be notified of this. The customer may not transfer its rights and obligations under this Agreement without written approval from Share Control. Such approval cannot be refused without a factual reason.

#### 19. References and marketing

The customer accepts that Share Control, for marketing purposes, may refer to the customer and their use of the software/Services. The customer agrees that Share Control can send the customer relevant information, including marketing material, if the customer does not expressly waive this.

Share Control will make upgrades available by sending the Customer information when updated versions are available for download.

#### 20. Changes in contact information

Share Control must be informed in writing of all changes in the Customer's contact information, including changes of address and change of contact person authorized to enter into agreements on behalf of the Customer.

The customer undertakes to always provide correct information about the user's identity as well as a correct and legal e-mail address.

# 21. Disputes

The parties' rights and obligations pursuant to this Agreement are subject to Norwegian law.

If a dispute arises in connection with the interpretation of this Agreement, the Parties shall seek to resolve the dispute through negotiations. If the dispute is not resolved through negotiations, each of the parties is free to bring legal action in ordinary courts. The correct venue must be Share Control's registered business address.