

FRAMEWORK AGREEMENT

For purchase of studio capacity

between
Supplier
and
Lotteries Entertainment Innovation Alliance AS
(LEIA)

7th May 2021

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1 THE AGREEMENT

This agreement is a framework agreement ("this framework agreement" or "the Agreement") between LEIA and the Supplier on the provision of studio capacity as described herein. This framework agreement gives LEIA the right, but no obligation to call off services from the Supplier. LEIA is not obliged to purchase any volume of services during the framework agreement period.

Attachments and any additional agreements only take precedence over the Agreement where this is expressly stated in the attachment and/or additional agreement in question which clause or sub-clause in the Agreement that has been abrogated.

Agreements have priority over minutes of meetings, notes, memorandums, and similar documents that are prepared during the term of contract.

In the case of special call-off it may be necessary to apply more specific terms and conditions of agreement than those stipulated in the current Agreement.

2 CALL-OFFS

2.1 Purchase of Services

All call-offs in accordance with this framework agreement are carried out as either a direct call-off or as a mini-competition. Mini competition shall be used for assignments with an estimated value above 50.000 Euros ex. VAT or for assignments where there is a need of special competence, a very quick delivery or other complex factors where a mini competition is considered to be the best procedure to find the most suitable Supplier.

For direct call-offs the award will be made according to the ranking in the competition for this framework agreement. If the best ranked Supplier does not have the relevant capacity or competence, the next best Supplier will be asked and so forth.

Any mini competition will be conducted in the form of a new and simplified competition between the framework agreement Suppliers. Only those Suppliers who have a framework agreement with LEIA in accordance with this competition will be able to participate.

The assignment will be awarded based on one or more of the following assignment criteria:

#	<i>Assignment criteria for mini-competitions</i>	
1	Supplier's understanding of the assignment and/or solution proposal	
2	Prices and costs for carrying out the assignment	
3	Qualifications to the offered personnel	
4	Delivery time (when the assignment can be completed)	
5	References	

Selection and weighting of each criterion will vary from assignment to assignment. The selection and weighting will be determined by LEIA in advance of the issue of mini competition to the framework agreement Suppliers. In mini competitions, the framework agreement suppliers have the opportunity to lower prices in relation to agreed prices in the framework agreement, but there is no opportunity to increase prices. For some assignments, there may also be a need to submit a fixed price. Competitions for call-offs on a game in the Supplier's game portfolio will be adapted accordingly to the specific need.

As part of the evaluation, interviews with personnel of the Suppliers may be conducted, which, upon initial assessment, are highest rated and not considered irrelevant with LEIA for the relevant assignment.

LEIA will send a written request to the Suppliers for the need for the purchase of services and regulations for the mini competition. The Supplier shall send offers to LEIA in writing and within the specified deadline. If the Supplier cannot comply with the request, the Supplier shall notify this within the specified deadline together with a description of why offers cannot be made.

A call-off within the framework agreement consists of a completed and signed call-off form (cf. Appendix 6) Call-off form must be numbered sequentially with reference to framework agreement. and Entry No. and shall be signed by authorized personnel from both LEIA and Supplier.

If new or updated standard agreements or agreements are published within the framework agreement period, LEIA may request to the Supplier that new or up-to-date agreements shall be used when calling off. Changes to new or updated standard agreements or cancellation agreements shall be stated in Appendix 6.

2.2 Use of Personnel

The Supplier shall make personnel available to ensure that the work is carried out in the most efficient and with the expected quality. Contractor is responsible for ensuring that the offered personnel have relevant expertise in relation to the services that are called off.

In relation to each of the call-offs, the Supplier shall only use personnel that LEIA has been offered entering into this framework agreement, or other contractor personnel who have equivalent or better qualifications. If the Supplier propose other personnel than offered into this framework agreement, LEIA shall be given the opportunity to assess their qualifications and approve the person for participation in the work.

2.3 Change of Personnel

The Supplier may propose the replacement of personnel within a call-off if this will lead to an equally good or better execution of the call-off. Change of personnel must be approved by LEIA.

If Supplier personnel leave or for any other reason disrupt their work, Supplier is obliged to immediately provide new personnel with the necessary qualifications.

In the event of the replacement of personnel, the Supplier shall, if possible, give 30 days' written notice to LEIA. The Supplier is responsible for ensuring that the change of personnel does not increase costs for LEIA, delay, or quality deterioration of the call-off. The necessary training required for changes in staffing shall not entail quality deterioration or delay of deliveries. Costs shall be borne by Supplier. Training thus also understands time to familiarize yourself with the tasks included in the call-off.

LEIA may, on a factual justification, demand that personnel from the Supplier be replaced. Experienced problems in the cooperation with the personnel is for instance deemed a factual justification.

2.4 Deferral of call-offs

LEIA has the right to postpone the execution time of already ordered call-offs without additional costs with 10 days' written notice. A new implementation time shall be agreed between LEIA and Supplier.

2.5 Notice of call-offs

LEIA has the right to terminate a call earlier than agreed if the results achieved are satisfactory, or if other circumstances make this necessary. Termination shall, in the event of a written with 14 days' notice that LEIA pays the Supplier agreed compensation for work and clearing is made on the basis of hours worked.

2.6 Change of call-offs

If LEIA wants to change the scope of the call to a lesser extent during the agreement period, these amendments are subject to negotiations between the parties and are regulated in addition to the call-off. If the Supplier believes that the content or scope of the call-off changes along the way, it must immediately notify LEIA in writing. If this is not done, the call-off shall be carried out at the agreed time and Price.

3 PRICE, PRICING PRINCIPLES AND PAYMENT TERMS

The pricing of calls shall be in accordance with the principles set out in Appendix 3. The same applies to payment terms.

4 AUTHORIZED PERSONNEL

In Appendix 5, it shall be stated which personnel of LEIA and the Supplier are authorized to send call-offs and make offers requests. Each party must report any changes to the other party.

5 BREACH OF CONTRACT ON THE PART OF THE SUPPLIER

5.1 What is deemed to constitute breach of contract

There is a breach of contract on the part of the Supplier if the deliverables do not conform with the agreed functions, requirements, or deadlines. There is also a breach of contract if the Supplier fails to perform other duties under the Agreement. A call-off may have additional clauses regulating breach and sanctions.

Nevertheless, there is no breach of contract if the situation is caused by circumstances related to LEIA or by force majeure.

LEIA shall submit a written complaint without undue delay after the breach of contract has been discovered or ought to have been discovered.

5.2 Notification obligation

If the Supplier's deliverables cannot be delivered as agreed, the Supplier shall give LEIA written notice thereof as soon as possible. The notice shall specify the reason for the problem and, insofar as it is possible, when performance can take place. A corresponding obligation shall apply if additional delays are to be expected after the first notice has been given.

5.3 Extensions of deadlines

The Supplier may request an extension of the deadline, which extension must have the written approval of LEIA to apply.

LEIA shall not be entitled to claim liquidated damages or ordinary damages in respect of the period encompassed by an extension of the deadline.

An extension of the deadline shall have no impact on the entitlement of LEIA to any liquidated damages or ordinary damages that accrue prior to the extension of the deadline.

5.4 Cure

The Supplier shall commence and complete the effort of curing the breach of contract without undue delay, by way of repair, redelivery, or supplementary delivery, at no additional cost to LEIA.

5.5 Remedies for breach of contract

i) Suspension of performance

In the event of breach of contract on the part of the Supplier, LEIA may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to secure LEIA's claim resulting from the breach of contract. The Supplier shall not suspend any performance as the result of breach of contract on the part of LEIA unless the breach is material.

ii) Liquidated damages in the case of delay

If an agreed delivery date or other deadline in respect of which the parties have stipulated liquidated damages in a call off, is not complied with, and this is not caused by force majeure or circumstances related to LEIA, there is a delay on the part of the Supplier that triggers liquidated damages.

If the Supplier prior to the agreed date of delivery is delayed with regard to milestones for which the parties have stipulated liquidated damages, later deadlines shall be extended corresponding to the number of calendar days of the liquidated damages. If the Supplier, through acceleration, manages to achieve a subsequent milestone at the originally agreed time, the previously accrued liquidated damages shall be cancelled.

The liquidated damages shall accumulate automatically. The liquidated damages amount to 0.15 per cent of the total consideration payable for the deliverables (the contract price for a call-off), excluding Value Added Tax, for each calendar day of delay, but albeit limited to a maximum of one hundred (100) calendar days.

Other rates for liquidated damages, a different calculation basis and other periods for liquidated damages may be agreed in the call-off.

LEIA shall not have the right to terminate the call-off agreement for breach for as long as the liquidated damages continue to accumulate. However, this time restriction shall not apply in the case of wilful misconduct or gross negligence on the part of the Supplier or anyone for whom it is responsible.

If only parts of the agreed deliverables are delayed, the Supplier may request a reduction in the liquidated damages proportional to the ability of LEIA to utilise the part of the deliverables that has been delivered.

iii) Price reduction

If the Supplier has not succeeded, despite repeated attempts, in curing a defect, LEIA may claim a proportional reduction in the contract price. The price reduction shall compensate for the reduced value of what has been delivered and shall be independent of any damages.

iv) Termination for breach

If there is a material breach of contract, LEIA may, after having given the Supplier written notice and granted it a reasonable deadline for remedying the situation, terminate the call-off agreement or this framework agreement as applicable for breach with immediate effect.

LEIA may terminate all or part of the call-off agreement for breach with immediate effect if the deliverables are materially delayed. There is a material delay if delivery has not taken place by the time liquidated damages reach their maximum limit, or by the expiry of an extended deadline if this expires later.

If the services rendered prior to the termination date are of such a nature that LEIA has gained little or no benefit from the services rendered on the termination date, LEIA may, in connection with termination for

breach, demand the repayment of consideration received by the Supplier in relation to ongoing hours worked and any expenses under the Agreement, with the addition of interest, at the rate of NIBOR plus one (1) per cent, as from the date on which payment was made. Apart from this, LEIA, to the extent that LEIA is able to utilise these services as intended, shall pay for the services rendered prior to the termination date after deducting a price reduction pursuant to this clause nr. iii.

v) Damages

LEIA may claim damages in respect of any direct loss, including additional costs LEIA incurs due to substitute purchases, any loss caused by additional work and other direct costs in connection with delays, deficiencies or other breaches of contract pursuant to clause 5.1, unless the Supplier demonstrates that the Supplier did not cause the breach of contract or the reason for the breach of contract.

Liquidated damages shall be deducted from any other damages in respect of the same delay.

vi) Limitation of damages

No damages may be claimed in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, loss of data, and claims from third parties, except for liability for damages imposed as a result of defects in title.

Overall damages over the term of a call-off are limited to an amount corresponding to the contract price, excluding Value Added Tax, or an agreed estimate for the call-off.

The said limitations shall not apply in the case of gross negligence or wilful misconduct on the part of the Supplier or anyone for whom it is responsible.

5.6 Force majeure

Should an extraordinary situation outside the control of the parties arise that makes it impossible to perform duties under this Agreement, and which under Norwegian law shall be classified as force majeure, the other party shall be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

In force majeure situations, the other party may only terminate the Agreement for breach with the consent of the affected party, or if the situation prevails or is expected to prevail for more than ninety (90) calendar days from the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice.

The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

6 SUPPLIER CODE OF CONDUCT

LEIA demands Suppliers that the goods and services contrary to applicable laws and regulations, LEIA's Suppliers and contracting partners must respect basic environmental requirements, human rights and workers' rights. Goods and services delivered to LEIA shall be manufactured in conditions consistent with the requirements set out below. The requirements are based on key UN conventions, ILO - conventions and national labor legislation on production site and is only set as minimum standards. At the same time, the Supplier shall respect the UN Universal Declaration of Human Rights.

The following shall apply to agreements governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts:

In respect of areas covered by the Regulations relating to Generalised Collective Wage Agreements, the Supplier shall ensure that its and any subcontractor's employees who contribute directly to the performance of the Supplier's obligations under the Agreement do not receive wages or have working conditions that are inferior to those stipulated in the Regulations relating to Generalised Collective Wage Agreements. In areas not covered by generalised collective wage agreements, the Supplier shall ensure that the same employees do not receive wages or have working conditions that are inferior to those stipulated in any applicable nationwide collective wage agreements relating to the relevant trade. This applies to work performed in Norway.

All agreements that are entered into by the Supplier and that involve the performance of work that contributes directly to the performance of the Supplier's obligations under the Agreement shall include corresponding terms and conditions.

If the Supplier fails to meet this obligation, LEIA shall be entitled to retain part of the contract price, corresponding to approximately two (2) times the savings of the Supplier, until it has been documented that compliance has been achieved.

The Supplier shall, at the request of the Customer, disclose documentation relating to the wages and working conditions which are used. Each of LEIA and the Supplier may request that the information be submitted to an independent third-party appointed by LEIA to examine whether the requirements of this provision have been complied with. The Supplier may require the third-party to sign a declaration stating that the information will not be used for any other purpose than ensuring compliance with the obligations of the Supplier under this provision. The disclosure obligation shall also apply to subcontractors.

7 LIABILITY FOR SUBCONTRACTORS AND THIRD PARTIES

If either party engages a third party or subcontractor to perform tasks such as follows from this Agreement, the party is fully responsible for the performance of these tasks in the same manner as if the party itself was responsible for the execution.

8 CONFIDENTIALITY AND SECURITY

The Supplier undertakes to sign and comply with LEIA's declaration of confidentiality for external in accordance with Appendix 7. LEIA shall maintain confidential information it learns from the Supplier provided that the information is stated in writing that the information is strictly confidential. The Supplier is responsible for the safety of the service to be delivered to LEIA and the follow-up of this. The Supplier shall at all times have an organizational and technical security solution the minimum satisfies Norwegian legislation, including, among other things, the provisions of the Personal Data Act with regulations. In addition, the solution shall at a minimum satisfy the data controller's requirements for satisfactory information security. If the call-off concerns the processing of personal data on behalf of LEIA, LEIA and the Supplier will be obliged to enter into a data processor agreement in accordance with the Personal Data legislation.

9 VALIDITY AND TERMINATION

The period of validity of this Agreement is two years from the date of last signature.

LEIA may extend the agreement by another 1+1 year. LEIA must notify the Supplier in writing that it wants such an extension no later than 1 month before the end of the running period.

Both parties may terminate the framework agreement in writing only in the extension period with 6 months' notice.

Cancellation or termination of the Agreement shall not affect call-off orders awaiting delivery unless it is expressly stated that the cancellation or termination applies to one or several such call-off orders.

Call-offs under the framework agreement may take place during the entire period of the framework agreement. Each call-off within the framework agreement may have duration beyond the duration of the framework agreement, and in such a way that provisions in the framework agreement relating to the individual call-offs also applies after the termination of the framework agreement.

10 COPYRIGHT/INTELLECTUAL RIGHTS AND PROPERTY RIGHTS

Title, copyright and other relevant material and intellectual property rights accrue to LEIA, unless otherwise agreed in writing and with the limitations a resulting from any other agreement or mandatory law.

The rights also include the right to change and further transfer, cf. the Norwegian Copyright Act of 15 June 2018 no. 40.

The Supplier retains the rights to its own tools and methodological basis. Both parties may also exploit general knowledge (know-how) that is not confidential as they have acquired in connection with the assignment. With the exception of acquired professional knowledge, the Supplier is not permitted to use the results of work carried out in accordance with this framework agreement.

11 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

LEIA may assign its rights and obligations under this Agreement to another public body. The entity to which the rights and obligations are assigned shall be entitled to corresponding terms and conditions, provided that the rights and obligations under the Agreement are assigned jointly.

The Supplier may only assign its rights and obligations under the Agreement with the written consent of LEIA. The same shall apply if the Supplier is de-merged into several companies or in the case of assignment to a subsidiary or another company within the same group, but not if the Supplier is merged with another company. Consent shall not be unreasonably withheld.

The right to assignment in the paragraph above shall only apply if the new Supplier meets the original qualification requirements, no other material changes are made to the contract, and the assignment is not made to circumvent the regulations concerning public procurement.

The right to consideration under this Agreement may be assigned freely. Such assignment shall not release the relevant party from its obligations and responsibilities.

12 CHOICE OF LAW AND DISPUTES

The parties' rights and obligations pursuant to the Agreement, and the interpretation and understanding of the Agreement, shall be subject in entirety to Norwegian legislation.

The parties shall make every effort to resolve disputes through negotiation. If the parties fail to reach agreement within a reasonable time, the parties can bring the dispute before the ordinary law courts with Østre Innlandet District Court as the legal venue.

13 APPENDICES

The following appendices form part of this framework agreement:

Appendix 1:	Requirements for the Supplier
Appendix 2:	Price model and payment terms
Appendix 3:	Price model
Appendix 4:	Authorized personnel
Appendix 5:	Template for call-offs
Appendix 6:	Amendments to the framework agreement
Appendix 7:	Declaration of confidentiality
Appendix 8:	Description of GDKs

This Agreement has been executed in two counterparts, of which the Parties keep one each.

 2021

Lotteries Entertainment innovation Alliance

Supplier

TBN

Position

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Position