

PARTNERSHIP AGREEMENT

Between **ShareMy3D AS**, enterprise number 915 846 807, Gaustadalleen 21, 0349 Oslo, Norway (hereinafter called '**ShareMy3D**')

AND

University of Oslo, Museum of Cultural History
Enterprise number 971 035 854, P.O. Box 6762 St.Olavs Plass, 0130 Oslo, Norway, (hereinafter called '**Museum**')

Whereas ShareMy3D and the Museum are jointly referred to as the **Parties** and individually as the **Party**.

The Parties have entered into the following Agreement with effect from 11th December, 2015.

1. About the Agreement:

The main purpose of the partnership agreement is to define a long term cooperation between ShareMy3D and the Museum for the joint exploration of using 3D imaging in the museum context. This agreement regulates the commitments and rights of the two partners.

2. Previous Agreements:

In signing this agreement, the Parties agree that past contractual obligations are dismissed. This refers to the Licence Agreement and the Agreement Regarding Ownership to Invention and Further Commercialisation signed March 2015 between ShareMy3D, the Museum and Inven2 AS.

3. Scope of Partnership:

The Parties shall commit to:

- Jointly exploring opportunities to collaborate on grant applications that are mutually beneficial.
- Collaborate regarding the functionality of the product.
- Both Parties give consent to reference each other's involvement with the successful development and use of ShareMy3D when relevant in the media. Neither Party is entitled to make a statement on behalf of the other Party.
- The Parties agrees to maintain information regarding the partnership on its website, blogs (where relevant) and social media platforms.
- The Parties are entitled to use the promotional video featuring the Museum.



The Museum shall have the following rights:

- Access to ShareMy3D's software, including any updates commencing December 11th, 2015. The license of software use is non-assignable and non-exclusive.

ShareMy3D shall have the following rights:

- The Museum agrees to give reference to ShareMy3D during its use of ShareMy3D at conferences, competitions and other industry events.
- Where appropriate, and at the discretion of the Museum, ShareMy3D will be invited to attend events to promote their product or request that promotional material be present.
- ShareMy3D has the right to occasional use of 3D scanning technology at the Museum for the purposes of testing product functionality. ShareMy3D commits to cooperate fully with the staff at the museum in regards to this privilege.
- The Museum agrees to provide a Letter of Reference in support of ShareMy3D. ShareMy3D may also occasionally request contact information relating to the Museum's suppliers of 3D Scanning equipment and related technology. This includes future vendors used by the Museum that may be potential customers for ShareMy3D.

4. Terms of Payment

The museum agrees to compensate ShareMy3D NOK 40,000 (+MVA) at the commencement of this agreement as compensation for the use and the customized development of the product in 2015.

Commencing January, 1 2016:

For each subsequent year the agreement in valid, ShareMy3D shall be compensated on an annual basis at the *beginning of the period* 20,000 NOK (exclusive of MVA) for the costs relating to the Museum's use of the product. These costs include, but are not limited to: server expenses, technical support, and other integration solutions.

The scope of this agreement is intended to cover the collection relating to the Viking Ship Museum in Oslo. The Museum may also use ShareMy3D to test 3D models from their other collections, however if the Museum would like to expand the use of the software to include other locations, beyond occasional use, a separate agreement may be required to ensure cost coverage for ShareMy3D.

Payments are due within 30 days from the due date and are non-refundable and non-creditable.

If the Museum defaults in the payment according to the agreed terms, ShareMy3D may terminate this Agreement with a 30-day notice period by giving written notice of termination to the Museum.

5. Duration of the Agreement:

- a) This **Agreement** shall come into force on signing.
- b) **Termination:** The Agreement may not be terminated during the first contractual year, 2015 – 2016. As regards to the remaining term of the agreement, the agreement may be terminated by both parties in writing with 6 months' notice at any given point.

6. Breach and Force Majeure:

6.1 **Breach:** Where one of the parties fails to meet or fulfill any of its obligations, hereunder and fails to rectify this non-performance within 30 days of being invited to do so in writing by the other party, the other party may cancel the agreement.

6.2 **Force Majeure:** In the event of force majeure or force majeure-like events, including, but not limited to: severe or fatal accidents of founders or key employees, strike, lockout, floods and natural disasters, as well as any other conditions that fall outside the control of either party, either party reserves the right to terminate the agreement.

7. Confidentiality:

The contents of this agreement, as well as any information about the parties' business, connections or other information that is received in connection with the cooperation are subject to an obligation of confidentiality. In accordance herewith, the provision shall continue to apply in full even after the end of the partnership.

8. Intellectual Property Rights:

ShareMy3D assumes all Intellectual Property Rights relating to past and future development of the software in collaboration with the Museum.

A separate agreement may be developed regarding the rights associated with specific grant applications.

9. Brands:

Under no circumstances shall the Parties acquire any rights related to the brand or corporate marks that belong to the other Party.

10. Dispute Resolution:

This Agreement shall be subject to and interpreted in accordance with the Norwegian law. The parties shall first seek to resolve any and all disputes between each other through negotiations. The parties shall be obliged to meet for negotiations not later than 14 days of the written request for negotiations of any of the parties.

Should no agreement be achieved within 45 days of the notice of one of the parties that the attempt at an amicable settlement is considered to be unsuccessful; the dispute shall be settled by fast-track arbitration at the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce.

Pursuant to the Arbitration Act of 14 May 2004 No. 25, the arbitration tribunal shall consist of three members. Each of the parties shall appoint their own arbitrator. These two shall jointly appoint the chairman of the arbitration tribunal who shall preferably be a lawyer with business expertise. Where the value of the dispute is lower than NOK 250,000, the two members shall step back and the chairman of the arbitration tribunal shall settle the dispute alone. Each of the parties agrees that any arbitration proceedings, as well as any arbitration negotiations and decisions of the arbitration tribunal shall be treated in confidence and they undertake, where requested by one of the parties, to sign separate confidentiality agreements on this if and when a dispute arises.

By signing this agreement, the Museum accepts ShareMy3D's standard Terms of Service and Privacy Policy. A complete overview of the terms can be found at: www.sharemy3d.com

This Agreement shall be signed in two (2) copies, one (1) for ShareMy3D and (1) for the Museum.

Signed in Oslo, Norway on 11th December 2015.

Kaye Hope, COO
ShareMy3D AS

Håkon Glørstad, Museum Director
University of Oslo, Museum of Cultural History