

GUARANTY

THIS GUARANTY, dated as of last date this Guaranty is signed by either party as set forth below, is executed by the company identified below as the guarantor ("**Guarantor**") in favor of Skien kommune, a Norwegian municipality, with its principal place of business in Skien ("**Creditor**").

Whereas, (a) the affiliate of Guarantor identified below ("**Obligor**") has entered or seeks to enter into a development agreement for Site Gromstul with Creditor (such agreement is referred to herein as the "**Contract**"); and (b) Guarantor is the parent corporation or an affiliate of Obligor and has agreed to guarantee Obligor's obligations under the Contract.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Guarantor and Creditor hereby agree as follows:

1. Guaranty.

(a) Guarantor hereby unconditionally guarantees, and promises to perform, each Obligation (as defined below) of Obligor under the Contract on demand by Creditor, provided, however, that nothing herein shall require Guarantor to make any payment to Creditor in excess of that which Obligor was liable for under the Contract. For purposes of this Guaranty, "**Obligation**" shall include all payments, liabilities and obligations owed by Obligor to Creditor for the payment of money now existing or hereafter arising pursuant to the terms of the Contract. Notwithstanding anything to the contrary in this Guaranty, in no event shall Guarantor's liability under this Guaranty for defaulted Obligations at any time exceed MNOK 11,5.

(b) Guarantor's obligations under this Guaranty are continuing obligations and are not satisfied or discharged in full by an intermediate payment or settlement of account by Obligor. This Guaranty constitutes an independent guaranty of payment, and is not conditioned on or contingent upon any attempt to enforce in whole or in part any Obligations of Obligor to Creditor, the existence or continuance of Obligor as a legal entity, the consolidation or merger of Obligor with or into any other entity, the sale, lease or disposition by Obligor of all or substantially all of its assets to any other entity, or the bankruptcy or insolvency of Obligor, the admission by Obligor of its inability to perform any obligation, or the making by Obligor of a general assignment for the benefit of creditors.

(c) Guarantor's obligations hereunder are primary obligations and not those of mere sureties. The obligations of Guarantor may be enforced by Creditor against Guarantor without first having recourse to any of its rights against Obligor or any other person.

(d) Guarantor may revoke this Guaranty, and terminate its obligations hereunder, at any time upon written notice to Creditor if

(i) Obligor replaces this Guaranty with either a bank guaranty or standby letter of credit or

(ii) Obligor replaces this Guaranty with one issued by a new guarantor who has credit worthiness of at least BBB- according to Standard & Poor's or Baa3 according to Moody's;

(e) This Guaranty shall terminate on the earliest to occur of (i) July 1, 2028 or (ii) the date Obligor has fully paid and performed its obligations under the Contract.



2. Representations and Warranties. Guarantor represents and warrants to Creditor that: (a) Guarantor is a corporation duly

incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (b) the execution, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary actions on the part of Guarantor and this Guaranty constitutes a legally binding obligation of Guarantor except as the enforceability hereof may be limited by applicable bankruptcy, insolvency, moratorium and other laws affecting creditor's rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

3. Miscellaneous. All notices or other communications to Creditor or Guarantor under this Guaranty shall be in writing and delivered by courier, signature on receipt required, or via mail with a copy via confirmed facsimile, to the addresses stated in this Guaranty (or such other address as is provided for notice purposes in writing) and shall be effective upon delivery. This Guaranty may not be amended or modified except by written instruments signed by Guarantor and Creditor. This Guaranty shall be binding upon and inure to the benefit of Creditor and Guarantor and their respective successors and assigns, provided, however that neither Guarantor nor Creditor shall assign its rights and obligations hereunder without the prior written consent of the other party, and any assignment without the prior written consent of the other party shall be null and void. If at any time any provision of this Guaranty is deemed to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Guaranty shall not in any way be affected or impaired thereby. This Guaranty shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules. Any action or proceeding arising out of this Guaranty shall be brought and enforced in the courts of Santa Clara county, California, USA or of the United States for the Northern District of California, and the Creditor hereby irrevocably submits to the jurisdiction of such courts and waives any objection based on forum non conveniens or to venue of any action instituted hereunder.

4. Confidentiality. This Guaranty (its existence and terms) and all documents, data, information, and other materials, which are disclosed by one party to the other party in fulfilling the provisions and intent of this Guaranty, are and shall be confidential (the "**Confidential Information**"). Neither party shall divulge or otherwise disclose the Confidential Information to any third party without the prior written consent of the other party, except that either party may make disclosure on a need-to-know basis to those employees required for the implementation or performance of this Guaranty. In addition, either party may make disclosure as required by a court order or as otherwise required by law or in the performance of a party's obligations (or those of its affiliates) as a public company. If either party is required by law or similar process to disclose any Confidential Information, it will provide the other party with prompt prior written notice of such request or requirement so that such party may seek an appropriate protective order and/or waive compliance with this Article 4. The Party whose consent to disclose information is requested shall respond to such request, in writing, within ten (10) working days of the request by either authorizing the disclosure or advising of its election to seek a protective order, or if such Party fails to respond within the prescribed period the disclosure shall be deemed approved. Upon termination of this Guaranty for any reason or upon request of a party, each party shall return all Confidential Information, together with any copies of the same, to the other party. The requirements of confidentiality set forth herein shall survive the return of such Confidential Information or termination of this Guaranty for a period of two (2) years.

IN WITNESS WHEREOF, the parties have caused this Guaranty to be executed as of the date stated below.

GUARANTOR: Alphabet Inc.

DocuSigned by:

By: *Tony N. Altobelli*

Address: 1600 Amphitheatre Parkway, Mountain View, CA 94043

Name: Tony Altobelli

Telephone:

Title: Assistant Treasurer

Date: 5/7/2020

OBLIGOR: WS Computing AS

Address: C.J. Hambros Plass 2, 0164 Oslo, Norway

CREDITOR: Skien kommune, org. nr. 938 759 839

By: _____

Address: Rådhusplassen 2, 3724 Skien, Norway

Name: Ole Magnus Stensrud

Telephone: _____

Title: Rådmann / Chief municipal executive

Date: _____

