

## Standard License Terms

### 1 Introduction

These Standard License Terms are annexed to the Lease Agreement between the Manufacturer and the Customer with general terms and conditions. The manufacturer is the Licensor and the Customer is Licensee.

### 2 Purpose

These Standard License Terms constitute the standard terms of the Manufacturer's Software. Customer agrees and accepts that Customer is bound by these Standard License Terms.

The software is protected by copyright and other intellectual property laws. The software is licensed, it is not sold. The Customer understands and agrees that the Manufacturer (or other third party as the case may be) is the sole proprietor of the rights to the Software. Whatever may be in these Standard License Terms, the Manufacturer retains all rights to the Software.

The software is made available and operated by the Manufacturer (and the Manufacturer's partners if relevant) as a Software-As-A-Service (SaaS) and / or as agreed through the Rental Agreement between the parties.

### 3 Concepts

The following terms apply to these Standard License Terms:

#### **Software**

To be understood as standard Software in the sense of the lease, as well as any adaptations that apply to the Customer.

The Software licensed by the Manufacturer consists of all media, printed matter, user manuals, documentation and / or manuals, electronic documentation and / or other information that naturally belongs to the Software.

The Software is a software system designed to satisfy the needs of a larger customer group within an area where many require system support, and where the rental object is limited to the system's defined standard functions, unless otherwise specified. Software is made available to the Customer via an agreed communication point.

## **Adaptations**

In this agreement, the term "Adaptation" means changes made to the standard Software of the rental agreement in order for it to support special needs for the Customer, or for a group of customers where the Customer is also included.

Parameter setting, configuration, etc., using the general features of the Software, and which do not result in changes to or additions to the Software code, are not considered as adaptations.

## **Intellectual property rights**

Intellectual Property Rights means any and all intellectual property rights, including but not limited to copyright, related rights, database rights, confidential information, trade secrets, know-how, company names, trade names, trademarks, competition rights, patents, tools and models wherever in the world.

## **Standard License Terms**

Standard License Terms means these terms and conditions that govern and control the right of use of the Software and other terms accepted by the Customer in connection with the installation and / or use of the Software.

## **SaaS - Software as a service**

SaaS means a delivery model where the Software is leased to the Customer as a service where the Software is owned, operated, maintained and managed by the Manufacturer.

## **4 Right to use**

The Customer receives a limited and non-exclusive, non-transferable and time-limited right of use to the Software, and to any Adjustments, only for Customer's own internal business purposes, against payment as agreed in the Rental Agreement. Use of the Software and Adaptions is subject to the following terms:

- a) Customer shall not allow users to share user access.
- b) Customer shall not outsource the operation of the Software to anyone other than the Manufacturer.
- c) Customer shall not allow vendors or competing solutions agents to access the Software.

The duration of the right of use applies as long as the lease agreement runs, unless otherwise stated in the lease agreement.

## 5 Logging of usage

The software has several levels of logging of usage. These include a standard log file used in debugging, a license code logging file, a critical error logging file, and a user pattern logging file.

### Local logging of use

Configuration information and use of the Software are logged to a separate file locally on the Customer's Machine. This file can be accessed by the manufacturer over the Internet in connection with troubleshooting on the Customer's machine. The customer can open and inspect the log file itself. The log file is a FIFO that is filled up to a high water mark (currently about 10 MB) and then does not increase in size anymore. The manufacturer's duty to troubleshoot a machine will lapse if the log file on the machine is deleted in whole or in part.

### Logging on startup

At the start of the Software, the user name, the unique machine name, the software version and the Software license expiration date are logged. This information is sent to a server controlled by the Manufacturer. The information is stored encrypted and is readable by software that only the Manufacturer and its trusted employees have access to.

The purpose of logging on the startup of the Software is to control which of the Software's versions are in use and to detect unauthorized use of the Software.

### Logging of critical errors

In case of critical errors, the error message is sent to the same server that logs the use of the Software. The error message is sent along with the user name and date information.

Similar to logging on startup, critical error information is encrypted and available only to the manufacturer and its trusted staff.

The purpose of logging critical errors is to detect potential problems with the software.

### Logging of command history

The software logs the use of the Software (command names, in the sequence that they were applied) to a local file on the Customer's machine. This file is transferred to a server controlled by the Manufacturer upon startup of the Software.

The purpose of logging command usage is to be able to analyze how the Software is used, and to identify parts of the Software that are rarely or never used. Such a file is typically a few kilobytes big, as logging opens a new file every calendar day, the filename containing the date.

It is emphasized that the Customer's machine will not have to be connected to the Internet to use the Software. The log information will be transmitted at a later date if the Customer's machine is off-line at startup but becomes online at this later date.

## 6 Restrictions

The right of use specified in paragraph 4 above assumes that the Customer at all times complies with the provisions of this license agreement, including that payment, in accordance with applicable rates, is paid.

Customer may use the Software for internal business purposes only. Customer does not have the right to bypass the technical limitations of the Software, reverse engineer, reverse engineer, decompile or disassemble the Software, nor make any copies of the Software other than those specified in the Agreement between the Parties, to publish the Software in such manner. that others may copy, distribute, rent, lease, or lend the Software, use the Software to commercial hosting services, access the Software to competitors of the Manufacturer.

The Customer may not modify or remove any markings or notices relating to intellectual property rights, patents, trademarks or other rights contained in or related to the Software.

All rights not explicitly assigned are reserved for the Manufacturer.

## 7 Limited Warranty

The Customer understands and agrees that the Software will never be completely free of errors and the Manufacturer makes no warranty or assurance that the Software will be completely free from defects. This Limited Warranty is subject to the following restrictions:

- Implicit or tacit warranties, explicit warranties, or non-waiver terms due to prescriptive rules will last for one year for standard Software and three months for Adaptions from the start of the limited warranty period;
- This Limited Warranty Period does not cover issues resulting from accident, misuse or use of the Software that are incompatible with the Rental Agreement or published documentation or guidance, or as a result of events beyond the reasonable control of the Manufacturer;

- This Limited Warranty will not apply if the minimum requirements of the Customer's machine are not met. Software (meaning standard Software) has a limited warranty of one (one) year. Adaptions have a limited warranty of 3 (three) months.

## 9 Miscellaneous

These Standard License Terms will be governed by and construed in accordance with Norwegian law, but with the exception of (i) any applicable law rules and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG").

The right venue is Oslo District Court (Norw.: Oslo Tingrett).

These Standard License Terms shall apply to any Software licensed by the Manufacturer to the Customer until such Standard License Terms are amended in accordance with these Standard License Terms.

The manufacturer may change these Standard License Terms with six (6) months' written notice to the Customer. Notification will take place either by ordinary letter, e-mail, on the Producer's website or by other electronic communication.