

END USER LICENSE AGREEMENT

End user
license
agreement.

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This End User License Agreement, including the Order Document which by this reference is incorporated in this Agreement (this "Agreement"), is a binding agreement between the person or entity identified on the Order Document as the licensee of the Software services ("you" or "your"), and Ayfie AS, and in any case, referred to in this Agreement as the "Company".

The company licenses the software solely on the terms and conditions set forth in this agreement and on the condition that you accept and comply with them. By checking the "i agree" box or otherwise using the software you (a) accept this agreement and agree that you are legally bound by its terms; and (b) represent and warrant that: (i) you are of legal age to enter into a binding agreement; and (c) if you are a corporation, governmental organization or other legal entity, the person accepting this agreement has the right, power and authority to enter into this agreement on your behalf and to bind you to its terms. If you do not agree to the terms of this agreement, company will not and does not license the software to you and you must not download, use or install the software or documentation.

Notwithstanding anything to the contrary in this agreement or your acceptance of the terms and conditions of this agreement, no license is granted (whether expressly, by implication or otherwise) under this agreement, and this agreement expressly excludes any right, concerning any software that you did not acquire lawfully or that is not a legitimate, authorized copy of the company's software.

1 Definitions

- a. "Authorized Users" means those users for which you have obtained distinct user licenses for the Software, as specified in the Order Document.
- b. "Company" has the meaning Ayfie AS
- c. "Documentation" means user manuals, technical manuals and any other materials provided by the Company, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Software.
- d. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- e. "License Fees" means the license fees, including all taxes thereon, paid, or required to be paid, by you for the license granted under this Agreement as set forth in the Order Document.
 - f. "Order Document" means the purchase order or any equivalent ordering document(s) which details the components, solutions, and quantities of your purchase of the Software granted under this Agreement as accepted by the Company.
 - g. "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.
 - h. "Software" means the software-as-a-service (e.g. Ayfie Locator SaaS) programs for which you are purchasing and/or ordering a license.
 - i. "Term" has the meaning set forth in Section 11(a).
 - j. "Third Party" means any Person other than you or the Company.
 - k. "Third Party Software" has the meaning set forth in Section 3(a).
 - l. "Update" has the meaning set forth in Section 7(b).
 - m. Confidential Information means non-public information regarding features, functionality, pricing, and performance of the Software.
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2 License Grant and Scope

- a. Subject to and conditioned upon strict compliance with the terms and conditions of this Agreement, the Company hereby grants to you a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through your Authorized Users, the Software and Documentation, solely as set forth in this Agreement . Any use by your Authorized Users is subject to their acknowledgement of, and agreement with, the terms and conditions of this Agreement.

- b. You will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms of the Software or Documentation; modify, translate, or create derivative works based on the Software (except to the extent expressly permitted by the Company); use the Software for timesharing or service bureau purposes or otherwise outside of the rights expressly granted to you; or otherwise for the benefit of a third party (including by assisting a third party in building or supporting, products or services competitive to the Company); use the services to deliver any application without the Company's written consent; or remove any proprietary notices or labels.
 - c. You warrant that you will use the Software and Documentation only in compliance with all laws and regulations.
 - d. You shall not knowingly or willfully use the Software or Documentation in any manner that could damage, disable, overburden, impair or otherwise interfere with the Company's provision of the Software and Documentation.
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3 Third Party Software

- a. The Software may include software, content, data or other materials, including related documentation, that are owned by entities other than the Company ("Third Party Software") and that are provided to you on licensee terms that are in addition to and/or different from those contained in this Agreement. You agree to comply with such license terms. Any breach by you or any of your Authorized Users of any Third Party Software license is also a breach of this Agreement. A list of the Third Party Software included in the Software is provided in the "Licenses" folder of the Software.
 - b. You acknowledge and agree that the Company has no responsibility for, and makes no representations or warranties regarding, Third Party Software or your use of such Third Party Software. Without limiting the foregoing, and for the avoidance of doubt, you acknowledge that the Company has no responsibility for any and all defects, delays or decreases in performance, damages, or other issues associated with the Software relating to or arising from Third Party Software or your use thereof, and you hereby irrevocably waive any rights or claims that you have or may have in the future against the Company in connection with the presence or effects of any such Third Party Software.
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4 Use Restrictions

You shall not, and shall require your Authorized Users not to, directly or indirectly:

- a. use (including make any copies of) the Software beyond the scope of the license granted under section 2;
- b. provide any Person (other than Authorized Users) with access to or use of the Software or Documentation;
- c. modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- d. combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- e. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- f. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;
- g. without the prior written consent of the Company, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;
- h. use the Software or Documentation in violation of any federal, state, local or other law, regulation or rule;
- i. use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to the Company's commercial disadvantage; or
- j. without the prior written consent of the Company, use or disclose any proprietary or Confidential Information of the Company, including, without limitation, the results of any benchmark test of the Software, other than as specifically provided in this Agreement.

5 Responsibility for Use of Software

- a. You are responsible and liable for all use of the Software and Documentation through your access thereto, directly or indirectly. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by your Authorized Users or by any other Person to whom you or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.
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6 Audit Rights (Professional Accounts Only)

- a. The Company may, in its sole discretion, audit your use of the Software for Professional Accounts under this Agreement at any time to ensure your compliance with this Agreement. You agree to fully cooperate with the Company's personnel conducting such audits and to provide all access requested by the Company to records, systems, equipment, information and personnel, including machine IDs, serial numbers and related information.
- b. If the audit determines that your use of the Software exceeds or exceeded the use permitted by this Agreement, then:
 - i. You agree to, within three (3) days following the date of the Company's written notification thereof, pay to the Company the retroactive License Fees for such excess use and, unless the Company terminates this Agreement pursuant to Section 6(b)(iii), obtain and pay for a valid license to bring your use into compliance with this Agreement. In determining the Licensee Fee payable pursuant to the foregoing, (x) unless you can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by the Company pursuant to this Agreement, and (y) the rates for such licenses shall be determined without regard to any discount to which you may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement);
 - ii. If the use exceeds or exceeded the use permitted by this Agreement by more than five percent (5%), you agree to reimburse the Company for all costs incurred by the Company in conducting the audit within three (3) days following the date of the Company's request therefore;
 - iii. If the use exceeds or exceeded the use permitted by this Agreement by more than ten percent (10%), the Company shall have the right to terminate the Term and the license granted pursuant to this Agreement, effective immediately upon written notice to you.

- c. The Company's remedies set forth in Section 6(b) are cumulative and are in addition to, and not in lieu of, all other remedies the Company may have at law or in equity, whether under this Agreement or otherwise.
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7 Maintenance and Support

- a. The Services are offered "as is" and without guarantee that they will meet your specific needs. There is no guarantee that the Services will be free from errors, disruptions, or other technical issues. The Company and its affiliates, suppliers, and distributors do not make any promises or guarantees about the Services. The Company is not responsible for any damages or losses that may arise from the use of the Services.
 - b. Paid Professional accounts are offered support as set forth in the respective Service Level Agreements as agreed in the Order Form.
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8 Collection and use of data

- a. User Data: Authorized Users are solely responsible for the processing of user data and any use of output data (i.e. results of the data processed) by the Authorized Users.
- b. Personal Data: In the event the Authorized Users upload (or otherwise supplies) the Company with personal data pertaining to Authorized Users, the Company shall be deemed a data controller for the processing of this personal data for the purpose of testing and developing the Software. You are responsible to procure that you have a legal basis for uploading of the personal data, and that the Authorized Users have given the necessary consents to process such personal data (to the extent necessary), including but not limited to storing and transferring the personal data to the Company, its affiliates and Third Parties for processing.

- c. **Right to Utilize Data:** Other than the rights granted in these Terms of Use, the Company, its Affiliates and Third Parties acquire no right, title or interest in User Data. The Company, its Affiliates and Third Parties are granted the right to access, collect, store, aggregate, analyse or otherwise use User Data for: (a) providing services to the User; (b) monitoring, preventing, detecting and fixing issues related to the security and operation of the services; (c) improving and developing the services; and d) creating benchmarking and statistical analyses, provided that the user data is first anonymized.d. The Company shall not and shall ensure that its Affiliates and Third Parties shall not, use or share user data other than in accordance with this Agreement.e. Any deviations from the aforementioned rights to the utilization of the user data shall be specified in an agreement or by Ayfie obtaining prior written approval from User.
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9 Intellectual Property Rights

- a. You acknowledge and agree that the Software and Documentation and Third-Party Software that you subscribe to are provided under license, and not sold, to you. Other than the license granted under Section 2, the Agreement does not provide you with any ownership interest in the Software or Documentation, or with any other rights thereto. The Company reserves and shall its entire right, title and interest in and to the Software and the Documentation and all intellectual Property Rights arising out of or relating to the Software and the Documentation, except as expressly granted to you under Section 2 of this Agreement.
 - b. You acknowledge and agree that the Software and Documentation are protected by and international copyright laws and other laws and regulations, including intellectual property laws and regulations. Furthermore, you acknowledge and agree that the Software is derived from and contains trade secrets which provide the Company a competitive business advantage. You agree to safeguard all Software and Documentation (including any copies thereof) from intellectual Property Right infringement, misappropriation, theft, misuse or unauthorized access. You agree to promptly notify the Company if you become aware of any infringement of the Company's intellectual Property Rights in the Software or the Documentation and to fully cooperate with the Company in any legal action taken by it to enforce its intellectual Property Rights.
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10 Paid Accounts

- a. License Fees are payable in accordance with and in the manner set forth in the Order Document. All License Fees are non-refundable. Unless otherwise agreed to in writing by the parties, any renewal of the license pursuant this Agreement shall not be effective until the fees for such renewal have been paid in full. b. The Company has the right to change pricing. When the Company changes its price plan, a new confirmation will be required from the Company and the payment plan and Order Document will be updated.
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11 Term and Termination

- a. Subject to earlier termination as provided below, this Agreement is (i) for one year or (ii) any longer agreed term specified in the Order Form or (ii) 30 days in the case of a free trial (the "Term"), and except for a free trial which shall end after 30 days and not be renewable, shall be automatically renewed for additional periods of the same duration as the Term, unless either party requests termination at least ninety (90) days prior to the end of the then-current Term. The Company will make reasonable efforts to send notice prior to renewal as a reminder but a failure to do so will not relieve you from your obligation to provide 90-day non-renewal notice.
 - b. If either party materially breaches any of the terms or conditions of this Agreement, the non-breaching party must provide written notice thereof. If the breaching party does not cure the breach within ten (10) days after written notice, the non-breaching party may terminate this Agreement upon thirty (30) days' notice.
 - c. Upon expiration or earlier termination of the Term and this Agreement, the license granted pursuant this Agreement shall also terminate, and you shall cease using and certify to the Company in writing the destruction of all copies of the Software and Documentation. No expiration or termination shall affect your obligation to pay all Licensee Fees accrued or payable on or before the date of expiration or termination, or entitle you to any refund. Sections 1, 3, 5, 6, 7, 8, 9, 10, 11(d), 12, 13 and 15, as well as any other provision that, to give proper effect to its intent, should survive expiration or termination, shall also survive termination of this agreement.
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12 Warranties and liability

- a. The Company makes no representations about the suitability of the Software, the information contained in the materials and related graphics published as part of the Software. You acknowledge that (a) complex software is never wholly free from defects, and the Company gives no warranty or representation that the Software will be wholly free from defects and that all such materials and related graphics, and the Software, is provided "as is" without warranty of any kind and (b) the Company will not and does not purport to provide any commercial, legal, taxation or accountancy advice etc. in relation to the Software services. The Company hereby disclaims all warranties and conditions regarding the foregoing, including all warranties and conditions of merchantability, whether express, implied, or statutory, fitness for a particular purpose, title and non-infringement. The materials and related graphics published on the Software may include technical inaccuracies or typographical errors. Changes are periodically added to the information therein. The Company has no responsibility with respect to any electronic communications services and/or computer network hardware used by User or any Authorised User to access the Software.
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13 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- a. In no event will the company or its affiliates, or any of its or their respective licensors or service providers, be liable to licensee or any third party for any use, interruption, delay or inability to use the software, lost revenues or profits, delays, interruption or loss of services, business or goodwill, loss or corruption of data, loss resulting from system or system service failure, malfunction or shutdown, failure to accurately transfer, read or transmit information, failure to update or provide correct information, system incompatibility or provision of incorrect compatibility information or breaches in system security, or for any consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out of or in connection with this agreement, breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the company was advised of the possibility of such damages.
- b. In no event will the company's and its affiliates', including any of its or their respective licensors' and service providers', collective aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total amount paid to the company pursuant to this agreement for the software.
- c. You must commence any cause of action arising out of or related to this agreement within one (1) year after the cause of action accrues. Otherwise, you acknowledge and agree that such cause of action is permanently barred.

14 Miscellaneous

- a. **Governing Law; Jurisdiction; Venue** This Agreement shall be governed by and construed in accordance with the internal laws of Norway without giving effect to any choice or conflict of law provision or rule (whether of Norway or any other jurisdiction) that could cause the application of laws of any jurisdiction other than those of Norway. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated pursuant to this Agreement shall be instituted exclusively in the courts of Norway located in the Municipality of Oslo, and each party irrevocably waives any objection based on improper venue or forum non conveniense. If any provision of this Agreement is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of this Agreement. Service of process, summons, notice or other document by mail to such party's address set forth in this Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods, and similar treaties, conventions and accords, all as may be amended, do not apply to or govern this Agreement.
- b. **Force Majeure.** The Company shall not be in default pursuant this Agreement by reason of any failure or delay in the performance of its obligations pursuant this Agreement where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, , flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or your equipment, loss or destruction of property or any other circumstances or causes beyond the Company's reasonable control.
- c. **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered or provided by overnight messenger or courier service to the receiving party at the addresses appearing on the Order Document for such party (which address may be changed by a notice complying with this Section). Each notice or other communication shall conclusively be deemed to have been given and delivered (a) on the date delivered, if by hand or messenger or courier service; or (b) upon the date delivery is refused, if applicable.

- d. Entire Agreement. This Agreement, together with the Order Document, and any other documents that are incorporated by reference in this Agreement, constitute the sole and entire agreement between you and the Company with respect to the subject matter contained in this Agreement, and supersedes all prior and contemporaneous understandings, proposals, negotiations, agreements, representations, and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, you agree that: (i) any terms or conditions contained in any purchase order, or other request for the Software or for services made by you have been and are rejected by the Company; (ii) no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any terms expressed in this Agreement; (iii) no representations or statements of any kind, including, but not limited to dealer advertising, presentations, oral or written, made by any agent or representative of the Company that are not stated in this Agreement shall be binding upon the Company; and (iv) the terms of this Agreement supersede any terms contained in the Software package and Documentation delivered to you pursuant to this Agreement.

- e. Assignment. You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the Company's prior written consent, which consent the Company may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving you (regardless of whether you are a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which the Company's prior written consent is required. No delegation or other transfer will relieve you of any of your obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 15(e) is void. The Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the Company and you and the Company's and your respective permitted successors and assigns.

- f. Third Party Rights. This Agreement is for the sole benefit of you and the Company and your and the Company's respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- g. Amendments. The Company may from time to time update the terms and conditions included in this Agreement which will be published on [Legg til lenke]. When the Company changes the terms and conditions of this Agreement in a material way, a notice will be posted on [Legg til lenke]. It is recommended that you utilize the “Subscribe to Updates” function available on [Legg til lenke] to receive email notifications regarding changes to the terms and conditions of this Agreement. All such changes will take effect immediately. It is your responsibility to monitor such updates, and the continued use of the Software after such revisions will constitute Authorized your full acceptance of such changes. In the event you find that the changes have an adverse effect, you shall notify the Company without undue delay. Should the Parties fail to reach an amicable resolution in thirty (30) calendar days, you have the right to terminate the relevant Agreement. Notwithstanding anything to the contrary herein, the Company has the right to, without prior notice or approval, assign or transfer any of its rights and obligations to (a) any Affiliate or (b) to any entity in the event of a transfer of The Company's business. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege pursuant this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- h. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by both parties. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- i. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Furthermore, if any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- j. Headings. The section numbers and captions utilized in this Agreement are for reference only and in no way are intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect this Agreement.

- k. Authorized Distributors and Resellers. For the avoidance of doubt, you acknowledge and agree that the Company's authorized distributors and resellers do not have the right to make modifications to this Agreement, or to make any additional representations, warranties or commitments binding on the Company.