

# AGREEMENT FOR USER LICENSE AND MAINTENANCE OF SOFTWARE

These license terms are an agreement between Adra Match AS (**adra**) and you (user). The parties have entered an agreement on use and maintenance of software according to the following standard terms.

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## § 1. MAINTENANCE

The purpose of this user and maintenance agreement is to assure upgrading, including necessary development of the software. **adra** will constantly develop the software to ensure modern standard. Considerable changes and projects, including new changes in the technical program platforms, are not included in this agreement. Any error deficiency in the software that is reported to **adra** will be corrected by **adra** without costs for the user. Furthermore **adra** will change the program if the banks change their routines/formats of their transmissions. All improvements and changes as well as additional modules defined as standard in the program will be sent to the user free of charge from **adra**. This does not include special versions, as we do not upgrade and maintain special components. Compensation for installation and adjustments are covered by user, together with upgrades and replacements that are results of changes made by the user. User shall upgrade the program to the latest versions that are distributed from **adra**.

## § 2. CHARGES AND TERMS OF PAYMENT

Full payment of the compulsory use/maintenance fee amount entitles the use of this software. The use/maintenance agreement fee has to be paid for a year in advance and falls due the 31.01. The existing public taxes and fees will be added to the agreed price. **adra** has the right to change the annual fee for use/maintenance. Changes according to variations in the consume price index can be made without prior warning. If the change exceeds the consume price index, **adra** must give written notice to the user within three months of the agreement renewal. By any delay interests on overdue payments will accumulate according to the existing rate. At the 31.12 the amount of interest will come on top of the existing principal amount and be the new sum for interest calculation (compound interest).

## § 3. OWNERSHIP AND USER RIGHT

**adra** has the perfect copyright and proprietary rights of the software, and of acknowledge and methods as well as the material supplied to the user by using the software. The user has the right to use of the basis material acquired by the user, as well as the concrete results generated when applying the software. Full payment of agreed price gives the user right to use the software and documentation in one copy. Right of use embraces use on one computer in the users own system. The user has no juridical right to sell the computer with **adra's** software without written permission from **adra**. Thus, the user has no access to take copies for use in branch companies, other departments or companies in the same concern. If the agreement is transferred to another username after approval from **adra** an administration fee will be charged according to the existing terms. Copying of the software can only be done in accordance to written agreement with **adra**. The user is obliged to prevent illegal copying of the software. Illegal copying means copying made by user or an employee or any person having legal access to the system. In case of illegal copying, user shall compensate the loss **adra** has suffered with an amount twice the programs recommended price.

## § 4. LIMITATION OF LIABILITY

By any consequences of programming fault **adra's** economic responsibility will not under any circumstances exceed beyond the programs recommended selling price and maximum compensation NOK 50.000. The user is responsible for controlling that discs, CD Roms, tapes and suchlike, which are sent form **adra**, do not contain data viruses. **adra** will not be responsible for losses that user sustains, caused by virus infected discs, CD ROMs, taps or suchlike which have been sent to the user unless the user is able to prove that the loss was due to errors or negligence from **adra**.

## § 5 FORCE MAJEURE

In case that one of the parties is prevented from accomplish the commitments according to the Agreement, non-fulfillment caused by a situation that is called Force Majeure according to the Norwegian Law, the opponent is to be warned as soon as possible. Both parties' commitments will then be suspended during this period. In connection with situations of Force Majeure the parties will be obliged to mutual information requirement towards each other about any circumstance, which is considered to have importance to the opponent. Such information is to be given as quickly as possible.

## § 6. CONFIDENTIALITY

The parties are obliged to treat all information and material concerning the software and agreement as well as personal data as confidential in order to prevent damages or any third part from exploiting the information in business activity. The duty of confidentiality concerns the employees of the parties and others who work on behalf of the parties in connection with execution of the agreement. Both parties are obliged to take the necessary precautions to ensure that materials or information are treated as described above, and that the software or documentation are not distributed unintentionally. Furthermore, these terms also concern employees or others who retire their post at one of the parties. Sales and/or copying and/or other types of duplications of parts of the software or the software as a whole, the User's Guide belonging to the software, documentation or other material related to the software, are prohibited without written agreement from **adra**.

## § 7 DURATION

The Agreement will be valid from date of payment of the charge to 31 December the same year, as the Agreement is renewed automatically every calendar year, unless terminated in writing 3 months earlier. The termination takes effect when written confirmation from the user has been received.

## § 8 DISPUTES

Disagreement about functions, content or carrying out of the Agreement shall be sought solved through negotiations. The Agreement is subject to the Norwegian Law and jurisdiction. The parties carry the municipal court of Oslo (Oslo byrett) as legal venue for disputes according to the Agreement.

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