

END USER LICENSE AGREEMENT

These license terms are an agreement between Adra Match AS, Ole Deviks vei 44, 0668 Oslo, Norway, reg.no 933 174 697 (**adra match**) and you (Customer). The parties have entered into an agreement on use of software according to the following standard terms.

1. General

adra match's license of software and relevant documentation (License Object) is governed by these License Terms. In return for the agreed License Fee, **adra match** grants Customer a limited, non-exclusive, right to use the object code version of the software and **adra match**'s standard user- and technical documentation. Any use by Customer of the software or relevant documentation constitutes an acceptance of these License Terms and the commercial conditions stated herein, regardless of whether this document has been signed by the parties. These License Terms replace any and all previous terms that may have been applicable for the License Object.

2. License Grant

adra match grants Customer a right to use the License Object, provided that Customer complies with these License Terms and that due payment for such license is received by **adra match**. Under these License Terms use means storing, loading, installing, executing and displaying the software. The grant is based on an assumption of the Customer using the software in a technical- and operational environment approved by **adra match**, and in accordance with the user- and technical manual and any other instructions provided by **adra match**. **adra match** may at its own discretion and without liability amend the License Terms. **adra match** may at its own discretion and without liability revoke the license at any time if Customer fails to comply with **adra match**'s License Terms or fails to pay the License Fee. The License Object and all copies thereof shall be destroyed or returned to **adra match** immediately upon termination, regardless of the cause of such termination

3. Scope of the License

Customer may use the License Object in accordance with the License Grant and these License Terms. The License Object is owned and copyrighted by **adra match**, and the License Grant confers no title, ownership or any other rights in the License Object. Customer may only make copies or adaptations of the License Object for archival purposes or when copying or adaptation is an essential step in the authorized use of the software on a backup device. All copyright notices in or on the original License Object shall be reproduced on all permitted copies or adaptations. **adra match** reserves the right to require additional licenses and fees for use of the software on upgraded infrastructure, or if the software is provided in an upgraded version with functionality and/or technical capacities that in **adra match**'s opinion are substantially improved when compared to the version originally acquired by Customer. Customer shall not modify, disassemble or decompile the software without **adra match**'s prior written consent. Where Customer has other rights under statutory law, Customer will without undue delay provide **adra match** with detailed information regarding any intended disassembly or decompilation. The License and any other rights under this License Agreement may not be transferred without **adra match**'s prior written approval.

4. License Fee

The parties have agreed to an initial non-terminable contract period of 12 months following Delivery Date as set forth in Section 5 below. If installation is performed by **adra match**, **adra match** grants Customer a grace period of maximum 60 days starting on Delivery Date and ending on the date the Customer is notified by **adra match** that the installation is

completed. After the initial period, the contract term is automatically prolonged for 12 months at the time. In the case of prolongation, a new Calculation Period on the prolonged period of 12 months will start at the expiry of the initial contract term. Either party may terminate upon written notice to the other, at the latest three months prior each prolongation period. Customer undertakes to pay **adra match** the License Fee until such termination is effective. The License Fee is calculated as an annual fee, based on the i) number of Users, and ii) Transactions, per Calculation Period according to the price list.

- i) Users are defined as the end user of the software, identified by a username and password.
- ii) Transactions are defined as any line or lines of data imported into the software that are interpreted by the software as a reconcilable unit.

The License Fee to use the License Object includes the agreed number of Users, an agreed number of Transactions per Calculation Period, warranty (section 6), maintenance and support (section 7) as defined herein. Any unused Transactions in the Calculation Period may not be transferred to the following period. **adra match** may under the duration of this agreement adjust the prices in accordance with the changes in the Norwegian Consumption Price Index (CPI) during the same period, unless otherwise agreed between the parties. Prices may for the prolongation periods be adjusted by written notice from **adra match**, at the latest four months prior to each prolongation period.

The License Fee shall be paid in advance per Calculation Period, and the first instalment is payable when this License Agreement is entered into. Payment is due immediately unless otherwise agreed upon between the parties. All prices are exclusive of, and Customer will pay, value added tax (merverdiavgift) and any other relevant taxes. Any delayed payment is subject to interest according to the Delayed Payments Act (forsinkelsesrenteloven). **adra match** will upon specific agreement provide implementation- and installation assistance services according to **adra match**'s standard hourly rates.

5. Delivery Date

The License Object is considered delivered and accepted by the Customer two days after the License Object was made available from **adra match** ("Delivery Date").

6. Warranty

adra match warrants that the software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on infrastructure in accordance with **adra match**'s recommended technical requirements. **adra match** further warrants that the software will substantially conform to its specifications. **adra match** does not warrant that the software will operate in other hardware and software combinations, or meet requirements specified by the Customer. **adra match** does not warrant that the operation of the software will be uninterrupted or error free. The Customer acknowledges that error free software cannot be reasonable expected within the software industry. If **adra match** receives written notice of substantial non-conformance to the specification of the software during the warranty period, **adra match** will at its own discretion either repair or replace the affected software. If **adra match** is unable to replace, correct or implement a work-around for a defect or non-conformance in the

software within a reasonable time, the Customer will be entitled to a refund of the license fee for the current Calculation Period upon return of the License Object. For the avoidance of doubt; **adra match** does not warrant any third party products or software even if included with the **adra match** software. Furthermore, **adra match** provides all such third party products and software as is. The above warranties do not apply to defects resulting from i) unauthorized maintenance, corrections or modifications; ii) Customer or third party supplied products; iii) use or operation outside the specifications for the software; or iv) improper site preparation. The above warranties are exclusive and no other warranty is expressed or implied.

7. Maintenance and Support

The Base License Fee to use the License Object includes maintenance and support as specified herein. Maintenance consists of error correction (delivered as service packs at **adra match** match's discretion) and a minimum of one upgraded version of the software per year. The support service gives one or more nominated Customer resources, as agreed between the parties, telephone access to **adra match** customer support and access to **adra match**'s web page which contains useful information relating to the use of the software (user manuals, FAQ, etc.). Customer support is available within **adra match**'s standard opening hours on ordinary business days. Included in the Business and Enterprise reconciliation packages is access to a consultant (upon request) as further detailed in an individual agreement between the parties. The consultant may assist in installation, tuning of the software or training as needed. Any travel costs must be covered by the User. Any included, but unused assistance by a consultant may not be transferred to the next license period. Prices for assistance from a consultant are available upon request. All Maintenance and Support may be carried out by **adra match match**'s partners, who have extensive knowledge in the software and its installation and use.

8. Intellectual Property Rights

adra match will defend or settle any claim against Customer that the delivered software infringes on the rights of a third party, provided that Customer i) promptly notifies **adra match** in writing; and ii) co-operates with **adra match** in, and grants **adra match** sole control of, the defence or settlement. **adra match** will pay infringement claim defence costs, settlement amounts and court-awarded damages. **adra match** may at its own discretion modify the software, procure any necessary license, or replace the software to avoid an infringement claim. If **adra match** determines that none of these alternatives are reasonably available, then **adra match** will refund Customer's

purchase price upon return of the software if within one year of Delivery, or the software's net book value thereafter. **adra match** has no obligation for any claim of infringement arising from i) **adra match**'s compliance with Customer's designs, specifications or instructions; ii) **adra match**'s use of technical information or technology provided by Customer; iii) modifications by Customer or a third party; iv) use of the software that is not in accordance with information provided by **adra match**; or v) use of the software in combination with other products. This clause 8 states **adra match**'s entire liability for claims of intellectual property infringement.

9. Limitations of Liability

To the extent **adra match** is held legally liable to Customer, **adra match**'s maximum liability is limited to the License Fee received by **adra match** from Customer (exclusive of VAT) for the relevant Calculation Period or NOK 50 000, whichever is less. Indirect losses and loss of data are not covered. Indirect losses include, but are not limited to, loss of profits, losses caused by disruption or lack of availability, claims made by a third party and other consequential damages. **adra match** shall not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

10. Confidentiality

The License Object contains **adra match**'s business- and trade secrets, and shall be treated as confidential information. Customer undertakes not to make the License Object available to any third party without **adra match**'s prior written approval. The Customer is responsible for informing and instructing any relevant personnel of their obligation to comply with these License Terms. The confidentiality obligations shall apply for a period of three years from the Customer has terminated all use of the License Object. For backup copies Customer is obligated to keep on record according to statutory law, the confidentiality shall as a minimum apply for as long as the Customer retains such backup copies. The Customer is obliged at all times to protect the License Object from any unauthorized distribution.

11. Disputes

Disputes shall be settled according to Norwegian law by arbitration in accordance with the Norwegian Law on Arbitration (Voldgiftsloven). The arbitral proceedings shall take place in Oslo. If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.