
End User License agreement Neptune DX Platform

2 user licenses for demo and test purposes. Planet 8 and Planet 9

1. Introduction

This License Agreement (hereinafter "this License Agreement") is entered into between Neptune Software AS with org. no. NO 997 188 829 and business address Rosenkrantzgt 22, NO-0161 Oslo, Norway and the Organization/ Company activating the license key in the attached text file, collectively "the Parties".

BY INSTALLATION AND/ OR ACTIVATION OF LICENSE KEY PROVIDED. THE ORGANISATION/ COMPANY AND NEPTUNE SOFTWARE AGREE AS FOLLOW:

2. The Products and number of user licenses

Product: Neptune DX Platform - P8 and P9 (hereinafter the "Products" or "Product"). The number of user licenses for the Products shall be in compliance with the current valid license model. If the productive use of the software increases or accounted for through registered used, the Licensee is obligated to notify Neptune Software in writing of the increase and place an order for a corresponding number of user licenses for the Products within 30 days of such increase.

3. Usage Rights

The Licensor hereby grants the Licensee a non-exclusive, non-transferable right to use the Products and the accompanying Products description within the Licensee for the Licensee's own purposes on the terms and conditions stipulated in this License Agreement (hereinafter the "Usage Rights"). Depending on the chosen license model, the Usage Rights may be perpetual or limited to the agreed subscription period. The Usage Rights for each of the Products are limited to the licenses acquired according to the license model, c.f. clause 2 above, which has restrictions such as number of end-users, systems, external users, integration with other Licensee software etc. The Licensee may make as many copies of the Products and the Products description as necessary to install the Products and make it available for its licensed end-users . The Licensee may also make necessary copies of the Products for back-up, test and QA purposes, and may use an external service-provider to host the Products. The Usage Rights do not include the right to change or adapt, rectify errors in, reverse engineer the Products, or to work around any technical limitations in the Products, except to the extent permitted by mandatory law. Furthermore, for the avoidance of doubt, the Usage Rights do not include the right to transfer, lease, rent or lend the Products to a third party, to assign or sublicense the Usage Rights to a third party, or to grant third parties access to the Products as a service, unless such Usage Rights are explicitly agreed in the license model with the Licensor or follows from this License Agreement.

The Usage Rights are dependent on the Licensee paying the license and maintenance fees or the agreed subscription fee to the Licensor. The commercial terms (including price and payment terms) for



the Usage Rights and maintenance fee or subscription fee are agreed separately by the Licensee and the Licensor.

4. Title and copyright, etc.

The Products are protected by copyright and other intellectual property rights and the Licensor or its suppliers own the title, copyright and all other intellectual property rights in the Products. The Licensor reserves all rights not expressly granted to the Licensee in this License Agreement.

5. Limited product warranty

The Products are provided "as is", and the Licensor does not represent or warrant that the Products are error free or fit for a particular purpose. The Licensor warrants, however, that the Products under normal use in accordance with the written Products description provided by the Licensor will perform substantially as described in such written Products description. This limited warranty does not apply to any errors in the Products resulting from accident, abuse, misapplication, abnormal use or virus or other problems caused by Licensee's or others acts (or failures to act). This limited warranty is valid for a period of one (1) year from the commencement date of this License Agreement (ref. clause 12). Any warranties or complaints-rights imposed by law are, to the maximum extent permitted, limited to the same extent and the same one-year period. Any patches, releases or new versions received by Licensee during that year, will be covered for the remainder of the warranty period or 30 days, whichever is longer. IF THE PRODUCTS DO NOT MEET THIS LIMITED WARRANTY, THE LICENSOR WILL USE COMMERCIALY REASONABLE EFFORTS TO RECTIFY SUCH ERRORS AND DEFECTS WITHIN A COMMERCIALY REASONABLE TIME. THIS IS THE LICENSEE'S EXCLUSIVE REMEDY FOR ANY FAILURE OF THE PRODUCTS TO MEET THIS LIMITED WARRANTY. OTHER ERRORS OR DEVIATIONS WILL NOT BE HANDLED AS DEFECTS, BUT SHOULD NONETHELESS BE REPORTED FOR POSSIBLE INCLUSION IN FUTURE PATCHES, RELEASES AND/OR NEW VERSIONS. Any complaint must be made in writing by the Licensee and sent to the Licensor's contact person without undue delay.

6. Maintenance and subscription

By entering into this License Agreement, a 12 months mandatory maintenance period or subscription period starts, which will automatically be prolonged or terminated according to the terms in the agreement between Licensee and the Licensor. As part of the maintenance/subscription period, Licensee will be entitled to download and install patches, releases or new versions of the Products, which Licensor makes generally available to its licensee's. Licensee is also granted access to the Licensor's Software online support portal for all technical FAQs and documentation. Available 24 hours / 7 days per week, with exception for force majeure events or reasonable maintenance downtimes at the following link: <http://support.neptune-software.com/support/home> . For the avoidance of doubt, the Licensor does not provide support services, either front line or otherwise, directly to Licensee, and all such inquiries must be directed to Licensee's Partner. Licensor has no remote access to Products installed by Licensee. Licensor and Licensee may agree support services from Licensor through separate statements of work. Licensor will maintain and support the last versions of



the Products for one year after release of current version. Licensor shall however always maintain and support versions of the Product that are released within 1 year from purchase.

7. Verification of compliance

The Licensor has the right to require that the Licensee verifies its compliance with this License Agreement by letting the Licensor, with 30 days prior written notice, engage an independent accountant from an internationally recognized firm of certified public accountants to carry out such verification during normal business hours. Such independent accountant will be subject to a confidentiality obligation, when engaged by Licensor. If the verification reveals unlicensed use of the Products (ref. clauses 2 and 3 above), the Licensee must immediately order sufficient additional licenses to permit all use of the Products. Both parties cover its own cost and expenses in connection with such verifications. Alternatively, Licensor may require Licensee to complete Licensor's self-verification questionnaire relating to the Products used by Licensee under this License Agreement.

8. Confidentiality

The Parties and their agents, representatives, officers and employees will treat as confidential any and all information about the other Party's business, products and services, including the terms of this License Agreement, which has been identified by the other Party as confidential or which the Party should understand is regarded by the other Party as confidential. Confidential information must not be disclosed to any third party or used for any purpose other than the fulfillment of this License Agreement. The obligations of confidentiality in this Agreement shall not apply to any portion of the confidential Information which is or has become publicly known; or is lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or which is independently developed by either party without access to or knowledge or use of the confidential Information; or which is required to be disclosed by law or rule of regulatory authority.

9. Force majeure

If an extraordinary situation should arise which is outside the control of the Parties and makes performance of the duties under this License Agreement impossible, and which under Swedish law must be classified as force majeure, the other Party shall be notified of this without undue delay. The obligations of the affected Party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other Party shall be suspended for the same period. In force majeure situations, the other Party may only terminate this License Agreement for breach with the consent of the affected Party or if the situation prevails or is expected to prevail for more than 90 days as of the date on which the situation arose, and in such case only with 15 days' written notice.

10. Breach of contract

In case of late payment by Licensee, the Licensor may notify the Licensee in writing that this License Agreement will be terminated if payment has not been rendered within a deadline of 30 days or more specified by the Licensor. If all due amounts, including late payment interest, have not been paid within this deadline, the Licensor may terminate this License Agreement with immediate effect. In case



of material breach by either Party, the other Party may terminate this License Agreement. Except where the breach by its nature is not curable within 30 days, the terminating Party must give the other Party 30 days written notice and opportunity to cure. Failure to enforce this License Agreement in case of breach does not deprive the aggrieved Party of the right to enforce this License Agreement in case of similar breaches in the future.

11. Limitations of liability

THE LICENSOR'S TOTAL LIABILITY UNDER THIS LICENCE AGREEMENT SHALL BE LIMITED TO AN AMOUNT CORRESPONDING TO 25 % OF THE PAYMENTS MADE FOR THE USAGE RIGHTS. IN NO EVENT WILL THE LICENSOR BE LIABLE FOR INDIRECT LOSSES OR DAMAGES SUFFERED BY THE LICENSEE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS DUE TO LOSS OF DATA, CLAIMS FOR TORT OR OTHER PUNITIVE DAMAGES AND ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGE. These limitations of liability do, however, not apply to claims due to gross negligence and/or intent. infringement on Licensor's intellectual property rights, or third party claims as set out in section 12 below.

12. Infringement

Conditional upon the Licensee immediately notifying the Licensor in writing and giving the Licensor sole control over the defense or settlement if a third party claims that the Products infringes any of its intellectual property rights, and provided that the Licensee provides the Licensor with reasonable assistance in defending such claim, Licensor will pay the amount of any resulting adverse final judgment or settlement to which Licensor's consents.

Licensor's obligations herein does not apply to the extent that the claim is based on 1) the Licensee combining the Products with third party products or data, modifications made to the Products by any other party than Licensor, or use of the Products in defiance with this License Agreement. If a claim is or may be made, the Licensor may opt to acquire for the Licensee a license to continued use of the relevant part of the Products delivered, or to make changes or alterations necessary for avoidance of infringement. If, in the Licensor's opinion none of these alternatives may reasonably be applied, the Licensee shall, at the Licensor's demand, return the infringing part of the Products, and will receive a proportionate refund of the fees paid to Licensor. If a refund is to be made to the Licensee, the Licensor may make a reasonable deduction in the refund for the use the Licensee has made of the relevant part of the Products. The liability above constitutes the sole and exclusive remedy for Licensee in case of infringement. This infringement obligation does not apply for third party software included in the Products or open source.

13. Term and termination

This License Agreement commences when the licensekey has it has been activated and can only be terminated with due cause (ref. clause 10 above). Such termination must be made by registered mail or by other written means which clearly confirms that the notification of termination has been received.



For termination of maintenance or for subscription models (for cause), such written termination notice must be sent a minimum of 3 – three – months' prior to the Licensee base line date to the Licensor.

14. Consequences of termination

At the termination of this License Agreement, each Party must immediately delete any and all confidential information belonging to the other Party in its possession. If the Licensee has agreed a subscription model, the Products shall be de-installed at termination.

15. U.S. export control

Products are subject to U.S. export control. The Licensee must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to the Products.

16. Assignment

This License Agreement may only be assigned to a third party with the other Party's prior written consent.

17. Governing law and dispute resolution

In case of dispute concerning this contract, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. This contract should be governed by Swedish law, local venue being Oslo City court, Norway.

18. Privacy policy

Licensor does not have remote access to Products installed by Licensee, and the only personal data Licensor will have access to is the Licensee's contact person(s) for this License Agreement. Such information will be handled in accordance with our privacy policy (<https://www.neptune-software.com/neptune-software-privacy-policy/>).

SIGNED BY INSTALLING THE SOFTWARE AND/ OR ACTIVATING THE LICENSEKEY.

