GENERAL TERMS AND CONDITIONS FOR SOFTWARE LICENSE

Version 1.0

Rocketfarm AS (hereinafter referred to as "**Rocketfarm**") is a Norwegian Company with business register number 993 352 632, conducting its business from Årøyvegen 7, 6856 Sogndal, NORWAY. Rocketfarm has developed and exclusively owns the Software (as defined below);

These general terms and conditions for software license (hereinafter the "**Agreement**") set forth the terms and conditions for the License between Rocketfarm and the "**Licensee**" (defined below).

1   DEFINITIONS

"**Academic License**" shall have the meaning as set out in section 3.4 to this Agreement.

"**Agreement**" shall mean this document.

"**Affiliate**" shall mean any entity that directly or indirectly controls, or is controlled by, or is under common control with any of the Parties. "Control" shall, for the purpose of this definition, mean direct or indirect ownership or control of more than 50 % of the shares or the voting interests of the subject entity.

"**Confidential Information**" shall mean any and all written, verbal or demonstrated information provided by one Party to the other in connection with this Agreement. Confidential Information shall include, without limitation, any and all information designated as confidential, and all information relating to technologies, finances, customers, marketing and legal affairs which relate in any manner to a Party's actual or anticipated business whether such information is obtained in tangible or intangible form, including oral or visual.

"**Delivery Date**" shall mean the date Licensee is invoiced for the License.

"**End-User License**" shall have the meaning as set out in section 3.2 to this Agreement.

"**License**" shall mean the limited contract-based right to use the Software granted to Licensee by Rocketfarm through this Agreement, and this definition shall also apply to the word "License" when used to describe the different license types hereunder. The usage right granted under the chosen License type is set forth in section 3 to this Agreement.

"**Licensee**" shall mean the legal entity to which this License has been granted.

"**Licensee's End Customer**" shall mean any third party utilizing the Software on the basis of an agreement with Licensee.

"**Licensee's End-User Agreement**" shall mean the agreement entered into between Licensee and Licensee's End Customers, governing the purchase of Licensee's Product.

"**Object Code**" shall mean computer programming code, substantially or entirely in binary form, which is directly executable by a computer.

"**OEM License**" shall have the meaning as set out in section 3.3 to this Agreement.

"**Open Source**" shall mean any source code made widely available by the copyright holder free of charge under any public license such as GNU General Public License, Mozilla Public License or similar forms of licenses.

"**Party**" and "**Parties**" shall mean Rocketfarm and Licensee, individually and collectively.

"**Product**" shall mean the product purchased, owned or otherwise controlled by Licensee or Licensee's End Customer, to which the licenced Software relates.

"**Software**" shall mean the proprietary software owned solely and exclusively by Rocketfarm and licensed to Licensee under this Agreement. Software that is subject to the License pursuant to this Agreement:

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2   OWNERSHIP AND COPYRIGHT

The Software is the sole and exclusive property of Rocketfarm and is protected by copyright law as well as other statutory and non-statutory intellectual property law.

All title, interest and rights, including copyright, in and to the Software are and shall remain solely owned by Rocketfarm. Through this Agreement, Software is licensed, not sold.

3   GRANT OF LICENSE

Subject to the terms and conditions of this Agreement and upon Licensee's full payment of the applicable fees, Rocketfarm grants Licensee the right to use the Software within the scope of the granted License type. The License shall be registered in Licensee's name and shall commence on the Delivery Date and be effective until terminated in accordance with the terms and conditions set forth herein.

When entering into this License Agreement, Licensee must choose one of the License types described in this section. Such selection may be done by clicking options on Rocketfarm's webpage or by direct contact with a Rocketfarm representative. Each License type grants Licensee a specific set of usage rights to the Software, as described respectively in subsection 3.2 to 3.4 below.

Depending on the License type purchased by Licensee, section 3.2, 3.3 and/or section 3.4 shall apply. Section 3.1 shall apply to all License types and hence regardless of the chosen License. The commercial terms, such as Licensee fee, will depend on the License type chosen and will be presented to Licensee during the purchase process and prior to the conclusion of the Licensee Agreement.

A binding agreement is entered into when Licensee in writing orders a License, is granted access to the License and is invoiced for the License.

3.1   General Grants and Limitations

The determination of which License will be suitable for Licensee will depend on several factors, such as e.g. the business model of Licensee and the desire to sublicense the Software as an integral part of Licensee's own products. Licensee may seek advice on the suitable License type directly from Rocketfarm and, in such a case, Rocketfarm will use its best efforts to suggest a suitable License type based on the information provided by Licensee.

Licensee may obtain the Software from Rocketfarm's website, by way of email from Rocketfarm, or by way of file transfer from Rocketfarm.

The License granted to Licensee herein shall apply to Software in Object Code only, and nothing in this Agreement shall be interpreted or construed as giving Licensee any rights or license to the source code of Rocketfarm's Software.

The License granted herein shall be non-sublicensable and non-transferable, as further set out in the following sections, unless otherwise explicitly agreed between Rocketfarm and Licensee for each separate License.

The Software will be linked to a particular Product by means of technical protection systems, using the fingerprints of Product hardware components. The Software and/or the License shall not in any way be transferred from one Product to another Product.

Copying, reverse engineering or other form of reproduction and duplication of the Software shall not be allowed and shall be rendered as a material breach of this Agreement. The same applies to any circumvention of the technical protection system mentioned in this section 3. If the licensed Software is transferred to Licensee's End Customer pursuant to Licensee' OEM License, the Licensee shall be obliged to notify Rocketfarm if Licensee has reason to suspect that Licensee's End Customer performs, has performed or plans to perform any such illegal act.

For the avoidance of doubt, any Open Source closely connected with the Software shall remain open and nothing in this Agreement shall be interpreted or understood as an attempt to restrict or in other way limit the right to use such Open Source in accordance with applicable licenses

3.2   End-User License

Through an End-User License, Rocketfarm grants Licensee a non-exclusive, non-sublicensable worldwide right to use the Software solely for the purpose to install, integrate and use the Software in Licensee's own Product, also with the help from third parties, during the term of this Agreement.

Unless explicitly agreed between Rocketfarm and Licensee in a separate agreement, Licensee shall under no circumstance be authorised to transfer, rent, lease, lend, sell, copy, redistribute or sublicense the Licensed Software, neither separately nor together with other software, or in any way make the Software available to any third party. Any attempt to do so is considered a material breach of this Agreement.

3.3 OEM License

Through an OEM License, Rocketfarm grants Licensee a non-exclusive, sublicensable, worldwide right to use the Software, solely for the purpose to install, integrate and use the Software as an integral part of Licensee's own Product, during the term of this Agreement.

The License granted herein shall be non-transferable, except where Software is integrated in a Product and the Product is transferred by Licensee to Licensee's End Customer and provided the Licensee's End-User Agreement contains, as a minimum, the following regulations:

i.   It shall be expressly stated that Rocketfarm, acting as Licensee's supplier, disclaim any and all liability for consequential loss and other indirect damages and implied warranties, including the implied warranties of non-infringement, merchantability and fitness for a particular purpose.

ii. It shall be stated that Licensee's End Customer shall not be authorized to use Rocketfarm's Software separately from the Product to which the Software forms an integral part.

Further, the License granted herein shall be non-sublicensable, except where sublicensed to Licensee's Affiliates, provided the Licensee's agreement with Licensee's Affiliate contains a limitation on sub-licensing to the same effect.

Once an integration in a Product has occurred and the Product has been transferred, then the License shall, with respect to that particular Product, be considered perpetual, provided that the applicable running license fee continues to be paid. At cessation of such payment of the particular Product or upon termination of the License as it pertains to such specific Product according to clause 11.2, the License will irrevocably cease for such Product. Aside from this, all other limitations shall apply.

3.4 Academic License

Through an Academic License, Rocketfarm grants Licensee a non-exclusive, non-sublicensable, non-transferable, perpetual, and non-reusable right to use Software solely for the purpose to install, integrate and use the Software for educational purposes. Under no circumstances shall an Academic License authorizes Licensee to use the Software for commercial purposes.

4   NO SUPPORT

The Parties agree that Software is licensed by Rocketfarm to Licensee "as is" and as a one-time delivery, and that the License does not include any additional support or services.

Rocketfarm does not guarantee or warrant that Software will be fit for Licensee's purpose. Any malfunctioning due to changes or modifications to the operating environment, which is not caused by Software, or pre-approved in writing by Rocketfarm, shall not be deemed as a defect or breach of Agreement, and Rocketfarm shall have no obligation to perform any rectification in that respect.

5   LICENSE FEE

Licensee shall pay the agreed fee for the License, which will depend on the chosen License type. The Licensee fee will be presented to Licensee during the purchase process.

Each Party is responsible to pay bank charges and/or local taxes imposed by law of the Party's home country related to the licensing of the Software. Invoices from Rocketfarm do not include taxes, except VAT in the

case of Norwegian customers. Licensee cannot withhold any part of the invoiced amount as payment of taxes.

6   MARKETING

Licensee shall not do anything that might misrepresent the ownership of Software. Unless explicitly agreed between Rocketfarm and Licensee in a separate agreement, Licensee undertakes not to brand the Software as Licensee's own or declare or give the impression that Licensee owns the copyright in Software.

Licensee agrees to conduct its business with the highest standards and will do nothing which is likely to cause damage to Rocketfarm reputation and/or goodwill.

7   WARRANTIES AND REPRESENTATIONS

7.1   Rocketfarm's warranties and representations

Rocketfarm warrants and represents that:

I.   It has the right to enter into this Agreement and to carry out its purposes.

II.   To its knowledge, the Software is free from any material defects.

III.   It has the full and unconditional ownership of Software.

IV.   This Agreement does not, to its best knowledge, infringe intellectual property rights of any third party.

V.   Rocketfarm has not intentionally placed, and will use its best efforts to avoid, the placement of any Harmful Codes into the Software provided under this Agreement. For the purpose of this section 7.1.V. "Harmful Codes" shall mean any program that infects, damages and/or impairs another program or data, disables hardware or software, or permits or assists in the breach of data.

7.2   Licensee's remedies

In the event of breach, or alleged breach of any of the warranties in section 7.1, Licensee shall promptly and no later than two weeks after the alleged breach ought to have been identified (if notice is given later Licensee loses its rights to set forth claims), notify Rocketfarm and uninstall/delete the Software. Licensee's sole remedy in such event shall be that Rocketfarm shall re-supply or correct the Software so that it operates according to the warranties set out in section 7.1.

The remedies shall not apply if Licensee has modified or used Software in an incorrect way, the breach is a result of functionality or source code added to Software by Licensee, or in an operating environment that is contrary to Product specifications and documentation. Correct use will be as set forth in the documentation provided to Licensee on or prior to Delivery Date.

7.3   Legal Action from Licensee's End Customers

In the event any of Licensee's End Customers takes legal action against Rocketfarm, the Licensee shall immediately accede to the legal proceedings together with Rocketfarm and shall provide such assistance as reasonably requested by Rocketfarm in the defence against any such claim or legal action.

7.4 Force Majeure

Delay in or failure of performance of any Party under this Agreement shall not constitute default or give rise to any claim for damage if and to the extent such delay or failure is caused by force majeure, i.e. any occurrence beyond the reasonable control of the non-compliant Party, and not as a result of the fault of the non-compliant Party, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Agreement, and could not reasonably have avoided or overcome it or its consequences.

8 LIMITATION OF LIABILITY

The Software and any support offered by Rocketfarm is provided "as is", is not warranted to be suitable for any particular purpose and may have errors and omissions. Thus, remedies are only available to Licensee in the event of any breach of the warranties set out in section 7.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE OR ANY OTHER PARTY, SHALL ROCKETFARM BE LIABLE FOR (i) LOSS OF, OR DAMAGE TO, DATA; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES; OR (iii) LOST PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS.

In all events, Rocketfarm's liability for damages to Licensee for any cause whatsoever related to this Agreement, shall be limited to the license fees paid or due by Licensee to Rocketfarm under this Agreement.

9 INTELLECTUAL PROPERTY INFRINGEMENT

Rocketfarm will defend, indemnify and hold Licensee harmless against any claim stating that Software is infringing any third-party copyright, provided that;

I. Licensee promptly notifies Rocketfarm of the claim, such notice to be provided no later than ten (10) business days after receipt of said claim(s);

II. Licensee in good faith cooperates and assists Rocketfarm in the defence of the claim in question and meet reasonable requests from Rocketfarm in that respect;

Notwithstanding the above, Rocketfarm shall have the sole control of the defence and any related settlement negotiations in the event of legal proceedings.

If Software is held by a final court ruling to be infringing any intellectual property rights belonging to third party, Rocketfarm will at its sole discretion; (i) obtain the right for Licensee to continue using the Software in accordance with this Agreement; or (ii) modify Software so that it is non-infringing; or (iii) refund any and all invoices amounts to Licensee and all of Rocketfarm's obligations under this Agreement shall terminate upon written notice.

Notwithstanding the foregoing, Rocketfarm's indemnity obligations under this section 9 of the Agreement shall under any circumstances be limited to the total amount invoiced to Licensee by Rocketfarm under this Agreement.

10 CONFIDENTIALITY

Each Party accepts and acknowledges that Confidential Information is proprietary, that it is valuable for the disclosing Parties and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to the disclosing Party.

Confidential Information (as defined in this Agreement) shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by a receiving Party from a third party which is in rightful possession of Confidential Information; (iii) becomes generally known to the public subsequent to the time of disclosure between the Parties, but not as a result of disclosure by the receiving Party; or (iv) is already in the possession of the receiving Party prior to signing of this Agreement.

Each Party shall maintain the Confidential Information of the other Party in confidence to the same extent that such Party maintains and protects its own Confidential Information, and shall not disclose, divulge or otherwise communicate such Confidential Information to others, or use it for any purpose, except in order to carry out, the terms and objectives of this Agreement or with the express written consent of the disclosing Party.

The obligations of confidentiality in this section 10 shall survive any termination of this Agreement.

11   TERMINATION

11.1   Termination of this Agreement

11.1.1   Termination in case of material breach

Either Party may terminate this Agreement with immediate effect in the event of a material breach of this Agreement by the other Party. It shall be regarded as material breach if, *inter alia,* the Software is used by the Licensee or Licensee's End Customers outside the scope of this Agreement or upon payment default exceeding three (3) months of the due date according to clause 5.

11.2   Termination of individual Product Licenses

The Product Licenses are potentially perpetual as stated in clause 3, provided that the applicable running fee for the License is paid, and provided that the License has not been terminated in relation to a specific Product, in accordance with this clause 11.2.

The License as applicable by way of a running License fee, and right to use the Software in relation to a specific Product, may for such specific Product be terminated upon three (3) months written notice.

11.3   Effects of termination

11.3.1   Effects of termination of this Agreement

Upon termination of this Agreement, Licensee shall immediately cease use and distribution of the Software. Upon termination due to material breach by Licensee, Rocketfarm may contact and reach agreements with Licensee's End Customers as to the End Customers continued use of the Software.

Upon termination, the Parties shall remove, delete or otherwise destroy any of the other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information.

Section 2, 8, 10 and 13 shall survive the termination of this Agreement. The termination of this Agreement shall not affect the potentially perpetual Licenses to any particular Product where an integration has been made in accordance with clause 3.2. Such historical integrations and a License to use such integrated Products, shall continue to endure until terminated in accordance with clause 11.2. Upon termination in accordance with clause 11.2, clause 11.3.2 shall apply.

11.3.2 Effect of termination according to clause 11.2

Upon termination according to clause 11.2, the Licensee shall immediately itself or procure that the End Customer immediately uninstall the Software and provide satisfactory documentary evidence and written confirmation that this obligation has been observed. Rocketfarm has the right to audit during normal business hours that the aforementioned obligation has been observed.

12 MISCELLANEOUS

12.1 Relationship between the Parties

The Parties are independent contractors and this Agreement shall not be interpreted or construed as constituting either Party as a partner, agent or fiduciary of the other, or as establishing a joint venture or other form of collaboration between the Parties.

12.2 Severability

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

12.3 Waiver

The waiver by either Rocketfarm or Licensee of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

Except for actions for non-payment or breach of Rocketfarm's intellectual proprietary rights in and to the Software, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action has occurred.

12.4 Non-assignment

Licensee shall not assign or transfer all or any parts of its rights or obligations under this Agreement without Rocketfarm's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to its Affiliate(s), or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In such case, Licensee shall notify Rocketfarm without undue delay, and unless otherwise agreed upon in writing, this Agreement shall bind the Parties' respective successors. The relevant Party remains responsible that the successor fulfils the rights and obligations under this Agreement.

13 APPLICABLE LAW AND LEGAL VENUE

This Agreement and any disputes arising out of this Agreement shall be governed and construed in accordance with the laws of Norway.

Sogn District Court is exclusive legal venue for any and all disputes arising out of or in connection with this Agreement.