SOFTWARE EVALUATION LICENSE AGREEMENT

This Software License (this "Agreement") is entered into by and between Fjell Software AS ("Provider"), and your company, or you on the behalf of your company ("Customer").

RECITALS

Provider provides software known as Loppi, and the parties have agreed that Provider will provide such software to Customer. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

TERMS AND CONDITIONS

1. DEFINITIONS. The following terms will have the following meanings whenever used in this Agreement.

1.1. "License Term" is defined in Subsection 8.1 below.

1.2. "Software" means Provider's Loppi software, in object code format.

1.3. "User" means an employee or contractor of Customer.

2. LICENSES & DELIVERY.

2.1. License. Provider hereby grants Customer a nonexclusive license to reproduce and use the Software solely for Customer's internal business purposes, provided: (a) Customer may give no more than 10 concurrent Users access to the Software; and (b) Customer complies with the restrictions set forth in Section 2.2 below.

2.2. Restrictions on Software Rights. Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted in Section 2.1 (*License*) above. Without limiting the generality of the foregoing, Customer receives no right to and shall not: (a) modify, create derivative works from, or distribute, the Software; (b) sublicense or otherwise transfer any of the rights granted in Section 2.1; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Software. Provider grants the license in Section 2.1 under copyright and also, solely to the extent necessary to exercise such rights related to copies of the Software authorized pursuant to this Agreement, under patent and any other applicable intellectual property rights.

3. IP & FEEDBACK.

3.1. IP Rights in the Software. Provider retains all right, title, and interest in and to the Software, except to the extent of the limited licenses specifically set forth in Section 2.1 (*Licenses*). Customer recognizes that the Software and its components are protected by copyright and other laws.

3.2. <u>Feedback</u>. Provider has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer provides to Provider, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Provider's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Notwithstanding Article 4 (Confidential Information), Feedback will not be considered Customer's Confidential Information or its trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Provider's products or services. Feedback does not include any suggestion or idea to the extent that it solely addresses Customer's products or services.)

4. CONFIDENTIAL INFORMATION.

4.1. <u>Confidential Information Defined</u>. "<u>Confidential Information</u>" refers to the following one party to this Agreement ("<u>Discloser</u>") discloses to the other ("<u>Recipient</u>"): (a) any document Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within 30 days; (c) any source code disclosed by Provider and any names of actual or potential customers disclosed by Customer, whether or not marked as confidential; and (d) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that Confidential Information may include Discloser's valuable trade secrets.

4.2. <u>Nondisclosure</u>. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "<u>Purpose</u>"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest, limit, or protect such required disclosure, at Discloser's expense.

4.3. <u>Termination & Return</u>. The obligations of this Article 4 will survive termination or expiration of this Agreement for any reason. Upon termination of this

Agreement for any reason, Recipient shall certify, in writing, the destruction of all copies of Confidential Information.

4.4. <u>Retention of Rights</u>. This Article 4 does not transfer ownership of Confidential Information or grant a license thereto. Discloser retains all right, title, and interest in and to all Confidential Information, except as set forth in Section 2.1 (*License*).

5. SOFTWARE AUDIT.

<u>Audit</u>. During the Term and for 2 years thereafter, Provider may audit Customer's use of Software on 30 days' advance written notice. Customer shall cooperate with the audit, including without limitation by providing access to any books, records, computers, or other information that relate or may relate to use of Software. Customer may designate any such books, records, computers, or other information as Confidential Information pursuant to Article 4 (*Confidential Information*). Provider may employ a third party auditor to perform the audit, provided such third party is subject to nondisclosure obligations reasonably consistent with Article 4. Such audit may not unreasonably interfere with Customer's business activities, and Provider may not conduct an audit more than once per calendar year. Provider shall give Customer a written summary of any audit that finds unauthorized exploitation of the Software, and Provider may choose whether to grant Customer a license for unauthorized Software or to require deletion. If Customer has used, reproduced, distributed, or otherwise exploited the Software in excess of 10% of the copies or fees that would have applied to authorized use, Customer shall reimburse Provider for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies as Provider may have.

6. WARRANTY DISCLAIMERS.

CUSTOMER ACCEPTS THE SERVICE "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER HAS NO OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD HARMLESS CUSTOMER, INCLUDING WITHOUT LIMITATION AGAINST CLAIMS RELATED TO PRODUCT LIABILITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

7. LIMITATION OF LIABILITY.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL PROVIDER BE LIABLE TO CUSTOMER FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY CUSTOMER OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM & TERMINATION.

8.1. <u>Term</u>. This Agreement will continue until terminated by the *License Term*. "<u>License Term</u>" refers to the 60 days period from the date of first download, use or reproduction of Software by Customer.

8.2. *<u>Termination for Cause</u>*. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.

8.3. <u>Effects of Termination</u>. Upon termination of this Agreement or License Term, Customer shall cease all use of the Software and delete or destroy all copies of the Software in its possession or control. The following will survive termination or expiration of this Agreement: (a) Articles and Sections 2.2 (*Restrictions on Software Rights*), 3 (*IP & Feedback*), 4 (*Confidential Information*), 5 (*Software Audit*), 6 (*Warranty Disclaimers*), and 7 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

9. MISCELLANEOUS.

9.1. <u>Users</u>. Customer is responsible and liable for the acts and omissions of Users related to this Agreement and to the products and services provided pursuant to this Agreement, as if they were Customer's own acts and omissions.

9.2. <u>Severability</u>. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

9.3. <u>Choice of Law & Jurisdiction</u>: This Agreement will be governed solely by the internal laws of Norway, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the courts of Oslo for all cases and controversies arising out of or related to this Agreement, including without limitation tort cases.

9.4. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

9.5. <u>Amendment</u>. This Agreement may not be amended except through a written agreement by authorized representatives of each party.