



End User License Agreement for CAMO Software

The Unscrambler® X and related products

IMPORTANT - READ CAREFULLY!

The CAMO End User License Agreement (Agreement) is an agreement between you as a person or an entity (the Licensee) and CAMO SOFTWARE AS (the Licensor) for the CAMO Software products. The Agreement consists of two sections; the CAMO License Agreement and the CAMO Support and Maintenance Agreement. The software product covered by this Agreement is The Unscrambler® X and related products, including former, current and future versions of the product (hereafter referred to as the Program), including computer software and associated media and printed materials, and in some cases on-line or electronic documentation.

BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE PROGRAM, YOU AGREE TO BE UNCONDITIONALLY BOUND BY THE TERMS OF THIS AGREEMENT. IN THE EVENT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT DOWNLOAD, INSTALL, COPY OR USE THE PROGRAM, AND MUST RETURN THE UNUSED PROGRAM WITHIN THIRTY (30) DAYS TO THE VENDOR FROM WHICH YOU ACQUIRED IT, QUALIFYING FOR A REFUND OR CREDIT, (Invoiced amount less freight and duties), IF PAYMENT HAS ALREADY BEEN MADE, SUBJECT TO PROOF OF PAYMENT.

I. CAMO LICENSE AGREEMENT

1 THE PRODUCT

1.1

CAMO products are not sold; rather copies of the Program are licensed to end users. This Agreement grants a non-exclusive license to the Licensee to use the Program which is owned by the Licensor and to which the Licensor holds all relevant intellectual property rights, including the copyright. The Program is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Except as stated herein this Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the Program or Licensor.

1.2

Depending upon the license fees paid by Licensee to use the Program (whether per processor, per virtual machine, per user, or any other Licensor approved licensing model), an applicable Activation Key limits the usage of the Program accordingly. Licensees may use the documentation accompanying the Program solely in connection with permitted use of the Program. If the Program is a version that Licensee has converted or exchanged from a validly licensed previous version, Licensee expressly agree that by using the Program the previous version will no longer be used. Licensor reserves the right to require the certification of the destruction of such previous version of the CAMO software at any time.

2 TERMS AND CONDITIONS

2.1

The license grants the Licensee the right to use one copy of the Program on a single user computer. You may install the Program on a single network, provided that you have a license for network station from the Licensor for each station of the network at which the Program is used. The licenses are restricted to the number specified in the invoice.

2.2

The Licensee shall not, either in part or in whole, copy, modify or transfer the Program, except as described in the next paragraph.

2.3

The Program is delivered without copy-protection. The Licensee may make one back-up copy of the Program for use in the event of the original Program being destroyed due to for example, mechanical failure.

2.4

In the case of standalone installations, the Licensee may make a second copy for exclusive use on either a home or portable PC. The work on the second copy can not be related to other business than that conducted on the primary installation, and may not be used at the same time by any other user than the Licensee.

2.5

In the case of network installations with floating licenses, copies on either a home or portable PC are not permitted.

2.6

The Licensee shall not sublease, transfer or otherwise make available his rights as set out in this Agreement.

3 DURATION OF AGREEMENT

This Agreement takes effect from the date the Program is ordered by and delivered to the Licensee. The terms and conditions set out in §2 above take effect immediately, once the envelope containing the Program is broken, or once the Program is downloaded from a website. The Agreement remains in effect for the time period agreed upon, subject to payment of the license fee or any early termination by Licensee upon reasonable notice to Licensor, or by Licensor for material breach of the Agreement by Licensee. In the event Licensee has a pre-paid license for a fixed period of time, the Agreement shall remain in effect for such term unless earlier terminated due to material breach by Licensee.



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4 DUTIES AND RESPONSIBILITIES OF THE LICENSEE

4.1

Licensees are themselves responsible for the installation of the Program.

4.2

Standalone installations of the Program require an individual Activation Key per machine. The Activation Key is specific to the Licensee's machine code. The machine code consists of 8 digits and letters, and contains coded information about the hardware of the Licensee's machine. The machine code may be delivered to the Licensor either automatically and seamlessly via the internet (in the case of on-line requests), or by phone/fax/e-mail (in the case of off-line requests).

By accepting this Agreement, the Licensee gives authorization to the Licensor to receive and utilize the Licensee's machine code to generate an appropriate Activation Key for the Program.

4.3

The entire risk as to the reliability and accuracy of the Program rests with the Licensee.

4.4

The Licensee may not reverse engineer, decompile, or disassemble the Program, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

4.5

This license may not be transferred from the Licensee to a third party without written consent from the Licensor. Transfer of a license from the computer on which the Program was originally installed to another computer within the Licensee's organization requires a valid subscription to the "CAMO Support and Maintenance Program". See Section 2 of this Agreement.

5 DUTIES AND RESPONSIBILITIES OF THE LICENSOR

5.1

EXCEPT AS SPECIFIED IN §5.2, THE PROGRAM IS PROVIDED TO THE LICENSEE ON AN "AS IS" BASIS, "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND TO THE FULL EXTENT PERMITTED BY LAW. LICENSOR, ITS AFFILIATES, SUPPLIERS, AGENTS AND ANY OTHER PARTY INVOLVED IN PRODUCING OR DELIVERING THE PROGRAM DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

5.2

If the physical medium (diskettes, tapes, CD, etc.) containing the Program develops defects during normal use within a period of ninety (90) days from the effective date of the Agreement (see §3), the Licensor agrees to replace the defective physical medium as promptly as reasonably practicable after notice of the defective medium has been given and it has been returned to the Licensor or to the Licensor's authorized agent. (The Licensor's

policy is however to deliver a high quality product. If a fault should occur or other factors arise which cause improvements to be desirable to the Program, the Licensor asks to be informed immediately. The Licensor will make every effort to deliver a satisfactory product.)

5.3

The Licensor shall have no liability for losses or damages of any kind, including special, indirect or consequential damages resulting from or in connection with the Licensee's use of the Program. This applies equally to any claim against the Licensee from end-users.

5.4

For sake of clarity no agent, distributor, sales representative or any other person has authority to modify or supplement the liability of the Licensor as expressed by this Agreement.

6 TECHNICAL SUPPORT AND PRODUCT UPDATES

6.1

Technical support and updates/upgrades for the Program are only provided to Licensees with a valid subscription to the "CAMO Support and Maintenance Program".

6.1

Technical support and updates/upgrades for the Program are subject to the terms and conditions included in Section 2 of this Agreement; "CAMO Support and Maintenance Agreement".

7 BREACH OF AGREEMENT

7.1

Any use or action by Licensee in contradiction to the terms and conditions of this Agreement shall be deemed to be a material breach of the Agreement, giving the Licensor the right to terminate the Agreement upon notice to the Licensee, such notice shall be effective immediately.

7.2

If the Licensee materially breaches the Agreement, Licensee shall return the Program and the back-up copy that may have been made to the Licensor. No refund or credit, either in part or in whole, shall be due to the Licensee.

7.3

In a case of material breach of the Agreement by the Licensee, the Licensor reserves the right to claim damages from the Licensee for any loss incurred, in accordance with Norwegian indemnity regulations. For sake of clarity, Licensee agrees to hold the Licensor harmless from and against any and all liability, costs, expenses, including reasonable attorneys' fees, in connection with material breach by the Licensee of this Agreement.



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8 DISPUTES

8.1

Disputes arising from or in any way connected with this Agreement shall be settled by arbitration.

8.2

The Agreement shall be governed under Norwegian law and the venue for arbitrating any dispute shall be Oslo County Court, Oslo, Norway.

9 FORCE MAJEURE / ACTS OF GOD

If the terms and conditions of this Agreement cannot be met by either of the parties due to circumstances beyond their control such as natural catastrophes, labor disputes etc., the other party may choose either to cancel the Agreement without compensation for any loss incurred or demand that the Agreement shall be fulfilled when the Force Majeure/Act of God conditions cease.



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II. CAMO SUPPORT AND MAINTENANCE AGREEMENT

1. RESPONSIBILITIES

1.1. Licensor's Responsibilities

- (a) Provide technical Product support for the 3 most recent major releases of the current generation of the software. For purposes of clarification, if the current version available is 10.3 then Licensor shall provide support for version 10.1, 10.2 and 10.3
- (b) Provide technical Product support from Licensor's Technical Support team related to software installation, activation, reporting bugs, product enhancement requests and basic functional use of the software
- (c) Provide major and minor Product upgrades/releases, updates, patches and bug fixes

The CAMO Support and Maintenance Program does not include:

- (i) Debugging Licensees code or creating reports for Licensees
 - (ii) Training services
 - (iii) Consultancy, for example but not limited to, questions of a scientific nature, installation, deployment, and integration.
- The abovementioned services can be provided by Licensor according to the current price list for training and consultancy.

1.2. Licensees Responsibilities

- (a) Notify any errors without undue delay
- (b) Provide all necessary information regarding the technical environment
- (c) Submit one support case for each issue
- (d) Familiarization with our documentation
- (e) Provide clearly defined issues to Licensor's support team
- (f) Cooperate with support team to reproduce issues in CAMO environment

2. PRIORITY LEVELS

Licensor will, in its reasonable discretion, classify each request for support according to the following priorities:

2.1. Standard Priority

Situations whereby some loss of functionality might occur, but where there is no immediate business exposure, and where the situation can be circumvented or avoided on a temporary basis.

2.2. High Priority

Situations whereby a business process is severely affected and there is no procedural workaround.

3. ESCALATION PROCEDURES

Licensor will assist with rectifying an error within the following framework:

3.1.

Standard priority issues that have not been resolved within three (3) days or within ten (10) responses will automatically trigger

review by the CAMO Support Manager for possible escalation actions.

3.2.

Support issues classified as high priority will be escalated to phone based support at no cost to the Licensee.

3.3.

If Licensee makes a request to support engineers to have a case escalated to high priority, the CAMO Support Manager will review the request according to company guidelines and provide a clear response.

4. SERVICE AND SUPPORT CASE REGISTRATION AND RESPONSE TIME

4.1. Standard (email)

Standard email based support includes access to Licensor's technical support engineers through email. Licensees are required to submit each issue as a separate support case through the CAMO support website interface at <http://www.camo.com/osticket/>.

4.2 Response Time

Average response time for an email based support issue is 24 hours.

4.3 Hours of Access

Monday-Friday between 9am-6pm Central European Time excluding holidays when Licensor's offices are closed

5. FIXES AND ENHANCEMENTS

5.1. New Releases

Licensees will receive as a part of the CAMO Support and Maintenance Program the right and ability to receive all new Product releases electronically for those products purchased.

5.2. Work Around and Bug Fix

Upon notification by Licensee of a failure of the software to perform substantially in accordance with the documentation when operated in accordance with the documentation, where the failure can be reproduced at Licensor's facility (an "Error"), Licensor shall make every reasonable commercial effort to correct the Error or to provide the Licensee with a work-around.

5.3. Hot Fixes

Licensor's standard policy is to deliver bug fixes in the next release after general acceptance test. In the event a reasonable work-around should not be available, upon Licensee request, Licensor will determine if it is feasible to provide a fix. If so, Licensor will make every reasonable commercial effort to provide a 'hot fix' to correct the Error. Hot fixes for the current release and the release before the current will be provided free of charge to the Licensee. Hot fixes for older versions will be provided on a per incident basis for a service fee. Licensees who accept hot fixes should understand that patch changes have not passed general acceptance test and are only tested on unit level.



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6. EXCLUSIONS

6.1. Unauthorized Service of Software

The modification of the software by anyone other than an authorized technician of Licensor or a Licensor designee, will, at Licensor's option, render the Support and Maintenance Agreement void. If such unauthorized modification occurs and Licensor chooses to void this Agreement then all payments made by Licensee pursuant to this Agreement shall be forfeited as liquidated damages.

6.2. Disclaimer of Warranty

Licensor makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular use or purpose with respect to the subject matter hereof, maintenance to be performed by Licensor pursuant to the terms hereof, or parts to be supplied hereunder. Service provided under this schedule does not assure the uninterrupted operation of the software due to systems not supported by Licensor.

6.3. Product(s) Included In This Agreement

These terms and conditions apply to The Unscrambler® X and related software only. Terms and conditions for support and/or updates for other CAMO Software products are governed separately.

7. PRICE ADJUSTMENTS

Licensor reserves the right to adjust the price of the Support and Maintenance Program annually in accordance with the consumer price index of Norway. Price adjustments will take effect from 1st January in the following year.

8. DURATION, RENEWAL AND TERMINATION

8.1 Duration and Renewal

The Support and Maintenance Agreement enters into force on the date stipulated on the order and shall be for a term of minimum one (1) year, and shall thereafter be automatically renewed for the same period as the current subscription period.

8.2 Re-subscriptions

Licensees that have not been subscribing to the CAMO Support and Maintenance Program for twelve (12) months will be required to pay a fee of 50% of the current purchase price for a new license to reinstate the subscription to the Program. Licensees with a subscription that expired less than 12 months before re-subscribing will be required to pay a reinstatement fee of twice the annual price of the Support and Maintenance Program.

8.3 Termination

Both parties shall have the mutual right to terminate the Support and Maintenance Agreement without cause based on three (3) months' written notice prior to the end of each one year period.