

CDP Technologies Standard Terms & Conditions

CDP Technologies AS (“CDP”), a limited company registered in Norway with org. no. 917 220 891, offers software and services based on solutions developed and provided by CDP (“CDP Software and/or Services”). These terms and conditions (“the Agreement”) governs the purchase and use of CDP Software and Services from CDP. “The Customer” is the legal entity to which the CDP Software and Services are offered under the terms of this Agreement. “Party” shall mean a party to this Agreement and “Third Party” shall mean any other party than the Parties.

1. Ownership, Intellectual Property and Copyright

- 1.1. The CDP Software and Services is the property of CDP, and is protected by copyright laws and/or other intellectual property laws. All title and copyrights in and to CDP Software and Services and the accompanying materials and rights are and shall remain owned fully and solely by CDP.

2. CDP Software

- 2.1. When purchasing CDP Software, the required licenses are built using the standard licensing types, cf. section 2.2. The elements of each license type are stated in the Order Confirmation.

2.2. License Types:

CDP offers two main types of licences: Developer License and Runtime License:

***Developer License:** A set of licenses that are for the CDP Studio IDE software, typically for the software developer or service engineers computers. These are normally subscription based (time bound) licenses, cf. section 4.2.*

***Runtime License:** A set of licenses that are used to license target systems developed using CDP Studio IDE or systems that use CDP Software, software components or tools. These are normally one-time (fixed) licenses for one specific delivery/system.*

Further specification of the licenses applicable for the Customer may be stated in the Order Confirmation or a binding offer from CDP.

The Agreement will still be applicable for free non-commercial license, with the exception of section 4 or as otherwise specified in the Order Confirmation or other agreement.

- 2.3. When purchasing CDP Software, the Customer and his end users are bound by the terms and conditions of the CDP End User License Agreement (“CDP EULA”). The CDP EULA is included in the CDP Software.
- 2.4. Subject to the terms and conditions of this Agreement and the CDP EULA, CDP grants the Customer the right to use the particular CDP Software within the scope of the granted license type the Customer has opted for.
- 2.5. CDP reserves all rights not expressly granted to the Customer in this Agreement and the CDP EULA. Without limiting the generality of the foregoing, The Customer acknowledges and agrees that: (a) except as specifically set forth in this Agreement and the CDP EULA, CDP retains all right, title and interest in and to CDP Software, and the Customer does not acquire any right, title or interest to CDP Software except as set forth herein; (b) any

configuration or deployment of CDP Software shall not affect or diminish CDP’s rights, title or interest in and to CDP Software. Except as stated in the foregoing subsection, nothing in this Agreement shall in any way limit CDP’s right to develop, use, license, create derivative works of, or otherwise exploit CDP Software, or to permit Third Parties to do so.

- 2.6. The Customer may not resell the CDP Software without a Reseller Agreement with CDP.

3. CDP Services

- 3.1. CDP will offer services as specified in the Order Confirmation. CDP offers no warranties concerning the result of the services offered unless explicitly stated in the Order Confirmation.

4. Payment and Payment Terms

- 4.1. Unless otherwise stated in the Order Confirmation or binding offer from CDP, the Customer shall pay a license fee for CDP Software in accordance with the CDP global price list.

- 4.2. Unless otherwise stated in the Order Confirmation or in a binding offer from CDP, the initial payment term for CDP Software Developer Licenses shall be twelve (12) months from the delivery date.

The Developer License will thereafter automatically renew on a yearly basis until notice is given by either Party. Written notice for cancellation of the Developer License may be given by either Party, however the notice period required is two (2) months prior to the end of the running payment term. If such notice is not given, the Customer will be bound to pay for a full new payment term.

- 4.3. Price adjustments: The price for CDP Software may be adjusted at the beginning of every calendar year at CDP’s discretion. If nothing else is stated, the amount will be equivalent to the increase in the retail price index (the main index) of Statistics Norway (SSB), with the initial reference index value being the index value for the month in which the Agreement was concluded. The price may be adjusted to the extent that rules or administrative decisions pertaining to indirect taxes are amended in a way that affects the consideration or costs of CDP.
- 4.4. Unless otherwise stated in the Order Confirmation or in a binding offer from CDP, the Customer shall pay for CDP Services by hourly rates in accordance with the CDP global price list.
- 4.5. CDP or authorized reseller shall invoice the Customer for all due fees and the Customer shall pay all invoices by the agreed payment

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method within 30 days from the date of invoice.

- 4.6. Each Party is responsible for paying any local taxes imposed by law of Party's home country related to the sale and purchase of ordered CDP Software or Services. The invoices for CDP Software or Services do not include taxes unless CDP is required to add such taxes. VAT is always added to the invoice for sales to Norwegian customers. The Customer cannot withhold or deduct any part of the invoiced amount as payment of taxes including but not limited to VAT. If such withholding is required by law, the Customer shall gross up the payment in order for the invoiced amount to be received by the CDP.
- 4.7. Licenses and all the accompanying rights to CDP Software are granted to the Customer on the condition that all the due fees are paid to CDP in full and on time.
- 4.8. CDP will be entitled to penalty interests on overdue payments according to the applicable Norwegian legislation concerning overdue payments.

5. Delivery

- 5.1. Details of the delivery of CDP Software and/or Services are described in the Order Confirmation.

6. Limitation of Liability

- 6.1. All CDP Software and Services are provided 'as is' and may have errors and omissions. Except as expressly set forth in this Agreement or the CDP EULA, CDP makes no warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose. CDP does not warrant that any or all failures, defects or errors will be corrected, or warrant that the functions contained in the CDP Software or Services will meet the Customer's requirements or needs.
- 6.2. IN NO EVENT SHALL CDP BE LIABLE TO FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF CDP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY.
- 6.3. In all events, CDP's liability for damages to the Customer for any cause whatsoever related to this Agreement, shall be limited to the fees paid by the Customer for the last twelve (12) month period under this Agreement.

7. Confidentiality

- 7.1. For the purpose of this section each Party shall be called "Disclosing Party" and "Receiving Party" respectively.

- 7.2. Each Party acknowledges that confidential information is proprietary, that it is valuable to Disclosing Party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to Disclosing Party.

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

- 7.4. Obligations of receiving Party in regards to confidential information:

- i. In consideration of the disclosure to Receiving Party of confidential information, Receiving Party agrees to receive and to treat confidential information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto;

- ii. To use confidential information for the sole purpose of fulfilling this Agreement unless otherwise expressly agreed to in writing by Parties;

- iii. Not to duplicate, in whole or in part, any confidential information;

- iv. Not to disclose confidential information to its members, officers, employees, affiliates, counsel or consultants except on a need-to-know basis, and each such person Receiving confidential information shall be notified of and required to abide by the terms and conditions of this Agreement;

- v. Not to disclose confidential information to any Third Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party;

- vi. This confidentiality section shall survive any termination of the Agreement however occasioned.

8. Termination

- 8.1. Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party.
- 8.2. CDP may at any time and for any cause terminate this Agreement for free non-commercial licenses.
- 8.3. Overdue payment by 60 –sixty- days from the Customer will be considered a material breach of this Agreement.

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8.4. On termination of this Agreement:

- (i) section 1, 6, 7 and 12 shall survive,
- (ii) the Customer shall immediately cease use and distribution of CDP Software or Services,
- (iii) each Party must remove, delete or otherwise destroy any of other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information cf. section 7, except for information required to support any license, sublicense or maintenance obligations already granted or undertaken by The Customer towards any Third Party.

9. Relationship between Parties

9.1. Parties are independent contractors, and this Agreement will not be construed as constituting either Party as partner, joint venture, agency or fiduciary of the other, as creating any other form of legal association that would impose liability on one Party for the act, or failure to act, of the other, or as providing either Party with the right, power, or authority (express, or implied) to create any duty or obligation of the other. Neither Party shall directly or indirectly represent to the public that it has the right or the authority to create or accept obligations on behalf of the other Party. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it under this Agreement.

10. Non-assignment

10.1. The Customer is not allowed to assign or transfer all or any part of its rights under this Agreement without CDP'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, the Customer shall notify CDP in writing without undue delay, and unless otherwise agreed upon in writing, this Agreement shall bind, and inure to the benefit of Parties, their respective successors, and permitted assigns.

11. Notices

- 11.1. All notices to be given under this Agreement to CDP shall be sent by email to: info@cdptech.com
- 11.2. All notices, demands or other communication given by a party to the other shall be deemed to have been duly given when made in writing and sent to the registered e-mail address.
- 11.3. No amendment to, or modification of this Agreement will be binding unless in writing and signed by Parties.

12. Applicable Law and Legal Venue

- 12.1. This Agreement shall be governed by the laws of Norway.
- 12.2. All disputes arising out of or in connection with this Agreement that cannot be resolved through negotiations shall be finally settled by arbitration according to the Norwegian Arbitration Act. Each Party shall appoint one arbitrator and the two so appointed shall appoint the chairman/-woman of the tribunal who shall be a Norwegian commercial lawyer of high reputation. Such arbitration shall be conducted in Norwegian or English. The place of arbitration shall be Oslo, Norway.