

# License Agreement for Forsta Plus Consoles

## 1. Introduction

- 1.1. This license (the "License") summarises the Terms and Conditions for Use of the licensed versions of the Forsta Plus Console(s) (as defined below) for Forsta Plus CAPI, Forsta Plus Kiosk and Forsta Plus CATI.
- 1.2. This License is to be read in conjunction with the more detailed master agreement for the Forsta Plus Software agreed between the vendor ("Vendor") and the purchaser (the "Parent Authority") and any subsequent amendments that have been mutually agreed between the Parties, known collectively as the "Parent Agreement", which gives the authorisation for this installation.
- 1.3. In case of conflict or inconsistency between a provision of the Parent Agreement and a provision of this License, it is the provision of the Parent Agreement that shall prevail.
- 1.4. Personnel downloading, installing, copying, using or interacting with Forsta Plus Console ("Console Users"), must only do so on specific instruction given by their Parent Authority, and only at times when such Parent Authority is in possession of a valid Parent Agreement.
- 1.5. The Parent Authority is responsible for ensuring that the Console User is aware of, and complies with the Terms and Conditions of the Parent Agreement, including but not limited to the requirements relating to software prerequisites and console configuration given therein.
- 1.6. The Parent Authority and Console Users, share the common responsibility of ensuring that all installations of Forsta Plus Console are permanently deleted from all Computers and/or other electronic data retrieval systems when the appropriate license is no longer legally in use. Failure to comply with this clause will constitute a material breach of this License and may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent permitted by law.

## 2. Definitions

- 2.1. FORSTA shall mean the FORSTA Company incorporated under the laws of Norway, including any of its affiliates throughout the world.
- 2.2. "Console(s)" or "Forsta Plus Console(s)" means any program package(s) for Forsta Plus CAPI, Forsta Plus Kiosk or Forsta Plus CATI, or all such products jointly when installed on a Computer so to interface, provide input to, or receive output from, the Forsta Plus Software, where said program package(s) shall comprise:
  - 2.2.1. All of the contents of the files, disk(s), CD-ROM(s) or other media with which this License is provided, including but not limited to (i) FORSTA or third party computer information or software; (ii) related explanatory written materials or files; and (iii) fonts; and
  - 2.2.2. Upgrades, modified versions, updates, additions, and copies of Forsta Plus Console, if any, licensed to you by FORSTA (collectively, "Updates").
- 2.3. "Use" or "Using" means to access, download, install, copy, interact with or otherwise benefit from using the functionality of Forsta Plus Console in accordance with the Agreement.
- 2.4. "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- 2.5. Any other such definitions are as detailed in the Parent Agreement.

## 3. Grant of License

- 3.1. You should carefully read the following terms and conditions before using, installing or copying this software. Your Use of Forsta Plus Console indicates your acceptance of this License.
- 3.2. This License describes the permitted Use of each Licensed Copy of Forsta Plus Console.
- 3.3. For purposes of this License, you have a valid single-copy license and you have the right to Use a single "Licensed Copy" of Forsta Plus Console. This License does not permit or allow you to distribute Forsta Plus Console software for any purposes whatsoever. Any act to distribute Forsta Plus Console software will be considered a material breach and your License to Forsta Plus Console will automatically terminate, and be rendered null and void.
- 3.4. If you do not agree to all of the terms and conditions of this License, then you are not authorized to access, download, install, copy or interact with Forsta Plus Console with which this License is included.

## 4. Permitted Use

- 4.1. As long as you comply with the terms of this License, FORSTA grants to you a non-exclusive License to Use Forsta Plus Console for the purposes described herein.
- 4.2. General Use. You may install and Use a copy of Forsta Plus Console on your Computer, and up to the Permitted Number of Computers as authorised in the Parent Agreement.
- 4.3. Use of Forsta Plus Console is only authorised when full and sufficient payment has been made in

accordance with the Parent Agreement.

- 4.4. All and any form of support for Forsta Plus Console is to be sought and rendered exclusively via the Parent Authority's Designated Support Contact as defined in the Parent Agreement. On no occasion are Console Users who are not Designated Support Contacts to seek support directly from FORSTA.
- 4.5. As part of this License, FORSTA will process support requests from Designated Support Contacts that relate to general functionalities of the product, however, support relating to installation, use, synchronization, or other operational issues relating to Forsta Plus Console as installed on Computers will be regarded as Additional Services and offered under the applicable charges thereof.
- 4.6. Nothing within this License shall permit or be inferred directly or indirectly to permit or be interpreted to permit a right to License or Use any other products marketed or developed by FORSTA.
- 4.7. Backup copy. You may make one backup copy of Forsta Plus Console, provided your backup copy is not installed or Used on any Computer. All the terms and conditions applicable to this License shall be fully and equally applicable to any backup copy.

## 5. Proprietary Rights

- 5.1. Forsta Plus Console and any authorized copies that you make are the intellectual property of and are owned by FORSTA. The structure, organization and code of the Forsta Plus Consoles are the valuable trade secrets and confidential information of FORSTA. Forsta Plus Consoles are protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in Forsta Plus Consoles and all rights not expressly granted are reserved by FORSTA.

## 6. Restrictions

- 6.1. You shall not copy Forsta Plus Console except as set forth in Section 4.7. Any copy of Forsta Plus Consoles that you make must contain the same copyright and other proprietary notices that appear on or in Forsta Plus Console.
- 6.2. You shall not modify, adapt or translate Forsta Plus Console. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Forsta Plus Console. FORSTA has the right to impose reasonable conditions and to request a reasonable fee before providing any such information. Any such information supplied by FORSTA and any information obtained by you may only be Used by you for the purpose described herein and may not be disclosed to any third party or Used to create any software which is substantially similar to the expression of Forsta Plus Console. Requests for information should be directed to FORSTA by e-mail.
- 6.3. Transfer. You may not rent, lease, sublicense, assign or transfer your rights in Forsta Plus Consoles, nor authorize or allow all or any portion of Forsta Plus Console to be copied onto any other User's Computer.
- 6.4. Forsta Plus Console is provided with "Restricted Rights". Use, modification, duplication, release, performance, display, or disclosure by the U.S. Government or government contractors is subject to the restrictions set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at 48 CFR 52.227-19, and the provisions relating to Rights in Commercial Computer Software or Commercial Computer Software Documentation at 48 CFR 227.7202-3.
- 6.5. Export Restrictions. Forsta Plus Console is subject to certain export restrictions of the United States Government. If you are (a) in a country to which export from the United States is restricted for anti-terrorism reasons, or are a national of any such country, wherever located, (b) in a country to which the United States has embargoed or restricted the export of goods or services, or are a national of any such country, wherever located, or (c) a person or entity who has been prohibited from participating in United States export transactions by any agency of the United States Government, then you may not install, download, access, Use, or license Forsta Plus Console. By accepting this License, you warrant and represent to FORSTA that (1) you do not match the criteria set forth in (a), (b), or (c) above, (2) that you will not export or re-export Forsta Plus Consoles to any country, person, or entity subject to U.S. export restrictions, including those persons and entities that match the criteria set forth in (a), (b), or (c) above, and (3) that neither the United States Bureau of Industry and Security, nor any other U.S. federal agency, has suspended, revoked, or denied your export privileges.

## 7. Updates

- 7.1. If Forsta Plus Console is an Update to a previous version of Forsta Plus Console, you must possess a valid license to such previous version in order to Use such Update.
- 7.2. All Updates are provided to you on a license exchange basis.
- 7.3. You agree that by using an Update you voluntarily terminate your right to Use any previous version of Forsta Plus Console. Furthermore, you agree that previous versions or copies thereof are not transferred to another party or Computer.

## 8. No Warranty

- 8.1. Forsta Plus Console is delivered to you "AS IS" and FORSTA makes no warranty as to its Use or

performance. FORSTA AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE IN THE JURISDICTION DETAILED IN THE PARENT AGREEMENT, FORSTA MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. The provisions of Section 6 and Section 7 shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to Use Forsta Plus Console after termination of this Agreement.

- 8.2. Further, there is no warranty for any virus scanning feature. Forsta Plus Console does not scan for viruses; although it may run in conjunction with external programs that claim to perform this function. You acknowledge that good data processing procedure dictates that any program, including Forsta Plus Console, must be thoroughly tested with non-critical data before there is any reliance on it, and you hereby assume the entire risk of all use of the copies of Forsta Plus Console covered by this License. This disclaimer of warranty constitutes an essential part of this License.
- 8.3. In addition, in no event does FORSTA authorize you or anyone else to Use Forsta Plus Console in applications or systems where Forsta Plus Console's failure to perform can reasonably be expected to result in a significant physical injury, or in loss of property, or in loss of life. Any such Use is entirely at your own risk, and you agree to hold FORSTA harmless from any and all claims or losses relating to such unauthorized Use.

## 9. Limitation of Liability

- 9.1. IN NO EVENT WILL FORSTA OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A FORSTA REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY.
- 9.2. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE JURISDICTION GIVEN IN THE PARENT AGREEMENT. FORSTA'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS LICENSE SHALL BE LIMITED TO THE AMOUNT PAID FOR THE FORSTA PLUS CONSOLE, IF ANY.
- 9.3. Nothing contained in this Agreement limits FORSTA's liability to you in the event of death or personal injury resulting from FORSTA's negligence or for the tort of deceit (fraud).

## 10. General

- 10.1. This License is a summary of the Parent Agreement between the Parties on the subject matter hereof.
- 10.2. There are no third-party beneficiaries of any promises, obligations, or representations made by FORSTA herein. Any waiver by FORSTA of any violation of this License or the Parent Agreement by you shall not constitute, nor contribute to, a waiver by FORSTA of any other or future violation by you of the same provision, or any other such provision.
- 10.3. If any part of this License or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, it shall be deemed severable, and the validity of the remainder of this License, or the application of such provision to other persons or circumstances, shall not be affected thereby.
- 10.4. If any part of this License is found void and unenforceable, it will not affect the validity of the balance of this License, which shall remain valid and enforceable according to its terms. This License shall not prejudice the statutory rights of any Party.

## 11. Governing Law

- 11.1. This Agreement will be governed by and construed in accordance with the jurisdiction detailed in the Parent Agreement.