

IrisBG End User License Agreement
2017/09

IMPORTANT NOTICE: Please read all the terms and conditions of this agreement carefully before using the software which accompanies it. By using all or any part of the software, you agree to become bound by the terms and conditions of this agreement. You agree that this agreement is enforceable like any written negotiated agreement signed by you. If you do not agree with the terms and conditions of this agreement, you must not use or retain any copies of the software.

This End User License Agreement (the "Agreement") is a legal agreement between you (either an individual or a single legal entity, and referred in this Agreement as "you" or "Licensee"), and Digital Forvaltning AS, Norway (if Licensee is located in Norway) or Botanical Software Ltd, UK (if Licensee is located outside of Norway) ("Licensor") for the Software. "Software" means (a) the software product or products (in object code form only); (b) any patches, revisions, updates, upgrades or replacements of the Software (collectively, "Updates"); (c) all related explanatory written materials or files (printed or electronic) accompanying the Software ("Documentation"); and (d) other materials which accompany this Agreement and all copies thereof. "Party" or "Parties" means Licensor or Licensee or both. "Use", "Used" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software. "Permitted Number" is the number of valid licenses issued to you by the Licensor as indicated on your purchase receipt (sent to you by e-mail or other means). "Computer" means a computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions. "Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e. temporary employees) of a specific corporation or similar business entity.

1. LICENSE GRANT. Subject to the terms and conditions of this Agreement and, provided you have paid a license fee paid for the Use of the Software, the Licensor grants to you a non-exclusive, non-assignable, non-sublicensable license to Use the Software as further set forth below. (a) General Use. You may install and use one copy of the Software on up to the Permitted Number of your compatible Computers; or (b) Server Deployment. You may install the Permitted Number of copies of the Software on the Permitted Number of Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software on up to the Permitted Number of Computers within the same Internal Network.

2. COPIES. Subject to the terms of this Agreement, you may make: (a) an unlimited number of copies of the Documentation, either in hardcopy or electronic form, provided that any such copies shall be used for internal purposes only and shall not be sold or distributed to any third party; and (b) a reasonable number of backup copies of the Software, provided your backup copies are not installed or used for other than archival purposes.

3. RESTRICTIONS. You agree not to: (a) Use the Software for more than the permitted number of concurrent users; (b) disclose any download links and registration information provided to you by the Licensor for Use in relation to the Software (collectively, the "License Key") to any third party without the Licensor's prior written consent; (c) copy the Software or the License Key, except solely as required to exercise the rights granted to you pursuant to Sections 1 and 2 above; (d) distribute, disclose, sell, sublicense, loan, lend, rent, give away, un-bundle and/or repackage for distribution or resale, transfer or transmit, in any form or manner, whether temporarily or permanently, all or any part of the Software or the License Key; (e) use the License Key except for the sole purpose of Using the Software in accordance with this Agreement; (f) modify, adapt, translate the Software; (g) reverse-engineer, reverse-compile or decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Software; (h) create derivative works based on, or any competitive or emulating software products using the Software. Ownership of any such unauthorized works will vest in the Licensor upon creation of the same; (i) make available in any manner to any third party, the Software as a stand-alone component to be Used for development, compilation, debugging or similar design-time purposes; (j) Use the Software in or pursuant to any custom development services agreements with any third party without contacting the Licensor for further licensing and charges payable to the Licensor; (k) Use the Software or the License Key in a manner that infringes upon the lawful rights of others or in contravention of any and all applicable laws (including without limitations all applicable trademark and copyright laws); or (l) attempt, cause, permit or encourage any third party to do any of the foregoing.

4. UPDATES. If the Software is an Update that may be subsequently delivered to you or that you may subsequently receive to a previous version of the Software, you must possess a valid license to such previous version in order to Use the Update. You may not Use any Update except in conjunction with the Software for which it is intended. You may continue to Use the previous version of the Software after you receive the Update to assist you in the transition to the Update, provided that: (a) the Update and the previous version are installed on the same Computer; (b) the previous version or copies thereof are not transferred to another party or Computer unless all copies of the Update are also transferred to such party or Computer; and (c) you acknowledge that any obligation the Licensor may have to support the previous version of the Software may be ended upon availability of the Update. If the Software accompanying this

IrisBG End User License Agreement
2017/09

Agreement consists of Updates, you agree that this Agreement shall supersede and replace any previously issued Agreement in respect to the Software.

5. INTELLECTUAL PROPERTY RIGHTS. The Software is licensed, not sold. The Software is protected by copyright, including but not limited to the copyright laws of Norway and other countries, international treaty provisions and applicable laws in the country in which it is being Used and other intellectual property rights. No right or license will be implied by estoppel or otherwise, other than the rights and license expressly granted to you under this Agreement. All right, title and interest (including all copyrights, trademarks, service marks, patents, trade secrets, inventions, intellectual property rights and other proprietary rights) in and to the Software, the License Key and all copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by the Licensor or its suppliers (including Compositae AS) subject to the rights and license specifically granted in this Agreement. All trade names, company names, trade marks, service marks and other product and service names and logos in the Software are the proprietary marks of the Licensor or its suppliers, and are protected by law and may not be copied, imitated or used, in whole or in part, without the consent of their respective owners. This Agreement does not grant you any rights in respect of any such marks. Any copies of the Software that you are permitted to make pursuant to this Agreement must contain all copyright and other proprietary notices that appear on or in the Software in the same form and location as the notices on or in the Software and you agree not to remove or attempt to remove any such notices. All rights not expressly granted are reserved by the Licensor.

6. CONFIDENTIALITY. The structure, organization and source code of the Software and the License Key are valuable trade secrets and Confidential Information of the Licensor. You acknowledge that any unauthorized publication or disclosure of all or any part of the Software or the License Key may cause immediate and irreparable harm to the Licensor. Consequently, you agree to extend all commercially reasonable steps to keep the confidentiality of the Software and the License Key and to cooperate in the enforcement of all rights in the Software against infringers.

7. MAINTENANCE AND SUPPORT. The Licensor provides support services free of charge within 30 days of the initial product purchase. You also may, at your sole discretion, purchase an Annual Maintenance Contract (the "AMC") which covers priority technical support and all minor and major product version releases. The AMC is charged at approximately 20% of the product purchase price. Please visit our website at www.irisbg.com for more details on maintenance and technical support.

8. LIMITED WARRANTY. The Licensor hereby warrants that if: (a) you discover a material non-conformity between the Software and the Documentation within 30 days of your purchase of the Software (the "Warranty Period"); and (b) you report the material nonconformity to the Licensor in writing within the Warranty Period, the Licensor shall promptly, at its expense, provide a correction or workaround for any reproducible material non-conformity, and deliver an updated version of the Software to you as and when made generally available by the Licensor to its other licensees of the Software. To the maximum extent permitted by applicable law, the foregoing states your sole and exclusive remedy for any breach of the foregoing warranty. This warranty does not apply if the Software is used in ways which are not covered in the Documentation (including, without limitation, to calling undocumented functions, or by not obeying documented restrictions), if the Software has been modified, improperly installed, operated, stored or maintained, or if the non-conformity is caused by any virus or by any breach by you of this Agreement.

9. DISCLAIMERS. Other than as set forth above, the software is provided to you "as-is" and to the maximum extent permitted by applicable law, the licensor disclaims all warranties, conditions, representations, or terms of any kind, either express or implied, including, without limitation, the implied warranties or conditions of Merchantability, integration, satisfactory quality, design, durability, fitness for any particular purpose, title, non-infringement of third party rights, quiet enjoyment or quiet possession and those arising by statute or in law, or from a course of dealing, usage or trade practice except to the extent that any warranties implied by law cannot be validly waived. The licensor cannot and does not warrant the performance or results you may obtain by using the software, that the software will operate without interruptions or that it will be error-free.

10. LIMITATION OF LIABILITY. Independent of, severable from and to be enforced independently of any other enforceable or unenforceable provision of this agreement, in no event will the licensor's aggregate liability to you (including liability to person or persons whose claim or claims are based on or derived from a right or rights claimed by the licensee), with respect to any and all claims at any and all times arising from or related to the software, in contract, tort (including negligence or breach of any duty) or otherwise exceed the amount you have paid, if any, for licensed software under this agreement. In no event will the licensor be liable you for any consequential, indirect, incidental, special, punitive, exemplary or other damages whatsoever (including, without limitation, damages for loss of goodwill or business profits, revenue, or expected savings, business interruption, personal injury, loss of privacy, loss of data or information or other pecuniary loss) arising out of this agreement or the use or inability to use the software, even if the licensor has been advised of the possibility of any such loss or damages. The foregoing limitation of liability and exclusion of certain damages will apply to the extent permitted by applicable law regardless of the success or effectiveness of other remedies.

11. TERMINATION. The Licensor reserves the right to terminate this Agreement without notice if you breach or otherwise fail to comply with any provision of this Agreement. Upon termination of this Agreement: (a) any and all rights granted to you under this Agreement shall immediately cease; (b) you shall destroy all copies of the Software

IrisBG End User License Agreement
2017/09

and License Key in your possession or control; and (c) if so requested by the Licensor, you shall certify in writing that all copies of the Software and License Key in your possession or control have been destroyed.

12. COMPLIANCE WITH LICENSES. You agree that upon request from the Licensor you will within thirty (30) days fully document and certify that Use of the Software at the time of the request is in conformity with your valid licenses from the Licensor.

13. ASSIGNMENT. Neither this Agreement nor any of the rights granted to you under this Agreement may be assigned, transferred or conveyed by you, in whole or in part, whether voluntarily, by operation of law or otherwise, nor will this Agreement or any rights granted to you hereunder enure to the benefit of any trustee in bankruptcy, receiver, creditor, trustee or successor of the Licensee's business or of its operation or property, whether voluntarily, by operation of law or otherwise, or to a purchaser of all of the shares of the Licensee or to a purchaser of the entire business or substantially all of the assets of the Licensee and any attempt to do so will be void and entitle the Licensor to terminate this Agreement pursuant to Section 12. Despite the foregoing, this Agreement may be assigned only to a purchaser of all of the shares of the Licensee or to a purchaser of the entire business or substantially all of the assets of the Licensee, with prior written consent of the Licensor and provided that any such purchaser agrees in writing with the Licensor to be bound by all of the terms and provisions of this Agreement as if the purchaser was the Licensee in the first instance. This Agreement may be assigned by the Licensor in its sole discretion.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and the Licensor with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous representations, statements, understandings or agreements, written or oral, between the parties regarding such subject matter. You represent and warrant that you have not been induced to enter into this Agreement by any other statement, representation or warranty not contained in this Agreement. Unless otherwise provided herein, this Agreement may not be modified, amended, rescinded, or waived, in whole or part, except by a written instrument signed by an authorized representative of the Licensor and expressly referring to this Agreement. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. The headings to, and the division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs are for ease of reference only and will not in any way affect or be used in interpreting any of the provisions of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be severed and deleted, or modified and limited as to give effect to the original intent of the parties and to the extent necessary for this Agreement to be otherwise enforceable. Any such deletion or modification will not affect the validity of the balance of the Agreement, which shall remain valid and continue in full force and effect with respect to all other provisions. However, if in the Licensor's opinion, modification or deletion of any provision of this Agreement by operation of this Section unreasonably compromises the rights or increases the liabilities of the Licensor, the Licensor reserves the right, despite any other provision of this Agreement, to terminate this Agreement and refund the license fee paid by you, as your sole and exclusive remedy.

16. PUBLICITY. Provided that the Licensor does not disclose any of your confidential information that you may have provided to the Licensor, or your specific uses of the Software, you agree that the Licensor may acknowledge that you are a Licensee of the Software on its website or in general discussions with customers or prospective customers.

17. NO WAIVER. No failure or delay of or by the Licensor to exercise any right or remedy under this Agreement and no partial or single exercise thereof shall be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. All of the rights of the Licensor under this Agreement shall be cumulative and may be exercised separately or concurrently.