DigiLEAN

Software as a Service
Terms and Conditions

SAAS AGREEMENT

1   Parties

1.1   DigiLEAN AS, a company incorporated in Norway (registration number 916 706 766) having its registered office at Luramyrveien 40, 4313 Sandnes (the "**Provider**"); and

1.2   Registered DigiLEAN users or companies represented by one or multiple users, hereby referred to as (the "**Customer**").

Documents included

This contract consists of following documents:

The Agreement

Appendix A - General definitions and conditions

Appendix B - Acceptable Use Policy

Appendix C - Privacy Policy

Where conflict between documents, the Agreement shall prevail general terms and conditions.

2   Object of the contract

DigiLEAN is a web-based improvement platform consisting of several modules. The platform provides software as service to customers.

3   Duration and termination

Either party may terminate this Agreement by giving to the other party at least one (1) month written notice of termination from the Customer and at least three (3) months written notice of termination from the Provider. The termination notice is running from first date of next month.

Other termination conditions in accordance with Appendix A, clause 17 – Termination and clause 18 – Effect of termination.

4   Financial provisions, invoicing and payment

4.1   **Prices**

   (a) Travel costs are invoiced according to the Norwegian government travel expense rates («Statens reiseregulativ»).

   (b) Assistance beyond the agreed customer commitment must be explicitly agreed, and will be provided with an hourly rate.

4.2 **Invoicing and payment**

(a) The Provider shall issue invoices for the Charges to the Customer in advance of the period to which they relate.

(b) Customer shall, within 30 Days after receipt of an invoice, pay the amount due to Provider according to the invoice.

(c) If the Customer fails to make payment by the agreed time, the Contractor shall be entitled to claim interest on any overdue amount, pursuant to the Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (Late Payment Interest Act).

(d) Invoice shall preferably be sent electronically by e-mail in PDF format.

5 Service Support and performance

5.1 Users may use the customer feedback functionality in DigiLEAN to report any feedback such as bugs, questions, and improvement suggestions etc. in addition to a help desk during Business Hours. See Appendix A - General definitions and conditions, 19.1.

5.2 Provider has agreed on a target of maximum response times on Customer's support request according to Appendix A - General definitions and conditions, 6.5.

5.3 Provider shall guarantee a minimum availability of the Hosted Services to the Customer as described on Appendix A - General definitions and conditions, 4.6.

6 Product ownership and Intellectual Property (IP)

6.1 Provider has the ownership of DigiLEAN and its IP, including the innovations and development of this product.

7 Contractual notices, claims and notifications

All notices, claims and other notification to be given in accordance with the provision of the contract shall be submitted to the buyer or the customers designated representative.

Provider's address:

DigiLEAN AS
Luramyrveien 40,
4313 Sandnes
Norway

8 Norwegian law and disputes

This contract shall be governed by and interpreted in accordance with Norwegian law.

Disputes arising in connection with or as a result of the Contract, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise. Any court proceeding shall be brought before Stavanger District Court.

APPENDIX A - GENERAL DEFINITIONS AND CONDITIONS

1. Definitions

1.1   Except to the extent expressly provided otherwise, in this Agreement:

"**Account**" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in Norway;

"**Business Hours**" means the hours of 08:00 to 16:00 on a Business Day; A 24 business hour response time means 24 hours from the time a request from customer is received by provider within business hours, meaning that for requests sent after 16:00 the response time starts counting from 08:00 next business day.

"**Buyer**" means the person representing the customer and has the mandate to issue purchase order, accept offers and agreements on behalf of the company.

"**Critical Error**" means a serious error that makes it impossible for the system to continue. No workaround is available;

"**Customer Confidential Information**" means any information disclosed by or on behalf of the Customer to the Provider that should have been reasonably understood by the Provider to be confidential;

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;

"**Effective Date**" means the date of execution of this Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hosted Services**" means DigiLEAN.tools, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"**Hosted Services Defect**" means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of any act or omission of the Customer or any person authorized by the Customer to use the Platform or Hosted Services;

"**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in Part 3 of SaaS agreement;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"**Permitted Purpose**" means the purpose(s) for which the Application is intended for use as defined in the Service Definition;

"**Personal Data**" has the meaning given to it in the Data Protection Act 1998;

"**Platform**" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"**Schedule**" means any schedule attached to main body of this Agreement;

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"**Support Services**" means support in relation to the customer's own infrastructure (e.g. Internet Connection, use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services, and improvement suggestions;

"**Supported Web Browser**" means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari;

"**Term**" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"**Update**" means a hotfix, patch or minor version update to any Platform software;

"**Upgrade**" means a major version upgrade of any Platform software.

2   Credit

2.1   This document was created using a template from SEQ Legal (http://www.seqlegal.com).

3   Term

3.1   This Agreement shall come into force upon the Effective Date.

3.2   This Agreement shall continue in force until termination in accordance with Clause 17.

4   Hosted Services

4.1   The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account on or promptly following the Effective Date.

4.2   The Provider hereby grants to the Customer a non-exclusive license to use the Hosted Services for the internal business purposes of the Customer during the Term.

4.3   The license granted by the Provider to the Customer under Clause 4.2 is subject to the following limitations:

(a)   the Hosted Services must not be used at any point in time by more than the number of concurrent users agreed upon, providing that the Customer may add or remove concurrent user licenses in accordance with the administration module in Services provided.

4.4   Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:

(a)   the Customer must not sub-license its right to access and use the Hosted Services;
(b)   the Customer must not permit any unauthorized person to access or use the Hosted Services;
(c)   the Customer must not republish or redistribute any content or material from the Hosted Services; and
(d)   the Customer must not make any alteration to the Platform.

4.5   The Customer shall use reasonable endeavors, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an administrator Account.

4.6   The Provider shall guarantee 99% availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Hosted Services. Availability exclude planned downtime where Customer is notified at least a week ahead.

4.7   For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

(a)   a Force Majeure Event;
(b)   a fault or failure of the internet or any public telecommunications network;
(c)   a fault or failure of the Customer's computer systems or networks;
(d)   any breach by the Customer of this Agreement; or
(e)   scheduled maintenance carried out in accordance with this Agreement.

4.8   The Customer must comply with Appendix B (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an administrator Account comply with Appendix B (Acceptable Use Policy).

4.9 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

4.10 The Customer must not use the Host Service:
   (a) In any way that is unlawful, illegal, fraudulent or harmful; or
   (b) In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5 Maintenance Services

5.1 The Provider shall provide the Maintenance Services to the Customer during the Term.

5.2 The Provider shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.

5.3 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

6 Support Services

6.1 The Provider shall provide the Support Services to the Customer during the Term.

6.2 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.

6.3 The Provider shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.

6.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.

6.5 The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.

The following are the response time targets for providing the initial response.

Severity	Response time
Critical	Within 24 business hours

Other	Within 48 business hours

6.6 The Provider may suspend the provision of the Support Services if any undisputed amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

7 Customer Data

7.1 The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement.

7.2 The Customer warrants to the Provider that the Customer Data will not:

(a) breach the provisions of any law, statute or regulation;
(b) infringe the Intellectual Property Rights or other legal rights of any person; or
(c) give rise to any cause of action against the Provider, in each case in any jurisdiction and under any applicable law.

7.3 The Provider shall create a backup copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 14 days.

7.4 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavors to restore to the Platform the Customer Data stored in any backup copy created and stored by the Provider in accordance with Clause 7.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

7.5 Upon termination of contract or liquidation of Provider's company customer data shall upon request be extracted and transferred to a best possible tabular and useful form and transferred to Customer.

8 No assignment of Intellectual Property Rights

8.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

9 Charges

9.1 The Customer shall pay the Charges to the Provider in accordance with the Agreement.

9.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 10.2.

9.3 All prices are quoted exclusive of Value Added Tax, but inclusive or customs duties and any other indirect taxes.

9.4 The Provider may change the price for the Paid Subscriptions, Pre-Paid Period (for periods not yet paid for), and will communicate any price changes to The Customer in advance and, if applicable, how to accept those changes. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Service prior to the price change going into effect. Please therefore make sure you read any such notification of price changes carefully.

10 Payments

10.1 The Provider shall issue invoices for the Charges to the Customer in advance of the period to which they relate.

10.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 10 providing that the Charges must in all cases be paid before the commencement of the period to which they relate.

10.3 If the Customer fails to make payment by the agreed time, the Contractor shall be entitled to claim interest on any overdue amount, pursuant to the Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (Late Payment Interest Act).

11 Provider's confidentiality obligations

11.1 The Provider must:

(a) keep the Customer Confidential Information strictly confidential;
(b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent;
(c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
(d) act in good faith at all times in relation to the Customer Confidential Information; and
(e) not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose.

11.2 Notwithstanding Clause 11.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents

and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

11.3 This Clause 11 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

(a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the Provider; or

(c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

11.4 The restrictions in this Clause 11 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognized stock exchange.

11.5 The provisions of this Clause 11 shall continue in force indefinitely following the termination of this Agreement.

12   Data protection

12.1 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement, and that the processing of that Personal Data by the Provider for the Permitted Purpose in accordance with this Agreement will not breach any applicable data protection or data privacy laws (including the Data Protection Act 1998).

12.2 To the extent that the Provider processes Personal Data disclosed by the Customer, the Provider warrants that:

(a) it will act only on instructions from the Customer in relation to the processing of that Personal Data;

(b) it has in place appropriate security measures (both technical and organizational) against unlawful or unauthorized processing of that Personal Data and against loss or corruption of that Personal Data; and

(c) it will not transfer or permit the transfer of that Personal Data outside the EEA without the prior written consent of the Customer.

13   Warranties

13.1 The Provider warrants to the Customer that:

(a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

(b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and

(c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

13.2 The Provider warrants to the Customer that:

(a) the Platform and Hosted Services will conform in all respects with the Hosted Services Specification;

(b) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(c) the Platform will incorporate security features reflecting the requirements of good industry practice.

13.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under Norwegian law.

13.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

13.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

(a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b) procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

13.6 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

13.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14 Acknowledgements and warranty limitations

14.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

14.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

14.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

14.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

15   Limitations and exclusions of liability

15.1 Nothing in this Agreement will:

   (a) limit or exclude any liability for death or personal injury resulting from negligence;
   (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
   (c) limit any liabilities in any way that is not permitted under applicable law; or
   (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:

   (a) are subject to Clause 15.1; and
   (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

15.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

15.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

15.6 Neither party shall be liable to the other party in respect of any loss of use or production.

15.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

15.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software providing that this Clause 15.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 6.3 and Clause 6.4.

15.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

16   Force Majeure Event

16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a) promptly notify the other; and
(b) inform the other of the period for which it is estimated that such failure or delay will continue.

16.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17 Termination

17.1 Either party may terminate this Agreement by giving to the other party at least one month written notice of termination. The termination notice is running from first date of next month.

17.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

17.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;
(ii) ceases to conduct all (or substantially all) of its business;
(iii) is or becomes unable to pay its debts as they fall due;
(iv) is or becomes insolvent or is declared insolvent; or
(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under this Agreement);

18 Effects of termination

18.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive

and continue to have effect (in accordance with their express terms or otherwise indefinitely).

18.2 The termination of this Agreement shall not affect the accrued rights of either party.

18.3 Within 30 days following the termination of this Agreement for any reason:

(a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and

(b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement, without prejudice to the parties' other legal rights.

19 Notices

19.1 The Provider's contact details for notices under this Clause 19 are as follows:

The preferred contact channel for the users is the feedback functionality in DigiLEAN. From the menu the user may click on "Feedback to DigiLEAN" and write down any feedback. The user can easily follow the status of the support ticked from the Start page.

Contact email: contact@digilean.com

20 Subcontracting

20.1 The Provider must not subcontract any of its obligations under this Agreement without the prior written consent of the Customer, providing that the Customer must not unreasonably withhold or delay the giving of such consent.

20.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

20.3 Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

21 General

21.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

21.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

21.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

21.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

21.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

21.6 Subject to Clause 15.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.7 This Agreement shall be governed by and construed in accordance with Norwegian law.

21.8 The courts of Norway shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement. The Parties agree on Stavanger Tingrett as legal venue for any dispute arising out of this Contract.

22 Interpretation

22.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
(b) any subordinate legislation made under that statute or statutory provision.

22.2 The Clause headings do not affect the interpretation of this Agreement.

22.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

APPENDIX B - ACCEPTABLE USE POLICY

1   Introduction

1.1   This acceptable use policy (the "Policy") sets out the rules governing:

    (a)   the use of the website at digilean.tools, any successor website, and the services available on that website or any successor website (the "**Services**"); and

    (b)   the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2   References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to DigiLEAN AS (and "we" and "our" should be construed accordingly).

1.3   By using the Services, you agree to the rules set out in this Policy.

2   General usage rules

2.1   You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2   You must not use the Services:

    (a)   in any way that is unlawful, illegal, fraudulent or harmful; or

    (b)   in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.3   You must ensure that all Content complies with the provisions of this Policy.

3   Unlawful Content

3.1   Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2   Content, and the use of Content by us in any manner licensed or otherwise authorized by you, must not:

    (a)   be libelous or maliciously false;

    (b)   be obscene or indecent;

    (c)   infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;

    (d)   infringe any right of confidence, right of privacy or right under data protection legislation;

    (e)   constitute negligent advice or contain any negligent statement;

    (f)   constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

    (g)   be in contempt of any court, or in breach of any court order;

    (h)   constitute a breach of racial or religious hatred or discrimination legislation;

    (i)   be blasphemous;

    (j)   constitute a breach of official secrets legislation; or

    (k)   constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4 Graphic material

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question.

4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.

4.3 Content must not be pornographic or sexually explicit.

5 Factual accuracy

5.1 Content must not be untrue, false, inaccurate or misleading.

5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6 Negligent advice

6.1 Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you must not use the Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services.

6.2 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7 Etiquette

7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.

8 Marketing and spam

8.1 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

8.2 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.

9   Monitoring

9.1   You acknowledge that we may actively monitor the Content and the use of the Services.

10   Data mining

10.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

11   Hyperlinks

11.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

12   Harmful software

12.1 The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

12.2 The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

APPENDIX C – PRIVACY POLICY

Link to Privacy Policy:

https://www.digilean.com/wp-content/uploads/2020/10/DigiLEAN-Privacy-Policy.pdf