

Agreement on subscription/Keyforce software rental

1. Extent of Agreement

The Agreement gives the Customer a limited non-exclusive right to use the software mentioned on the front page of the Agreement as well as the appurtenant documentation. The Customer's right to use the software is terminated immediately at the end of the Agreement, cf. article 2.

2. The Agreement duration and rental period

The right of use stated in article 1 applies for the duration of the Agreement. The rental Agreement is continuous until it is terminated by one of the parties according to the conditions in article 12. The Agreement's contract period starts on the date the Agreement is signed and lasts for 12 months from the turn of the month following the signing. The period from when the Agreement is signed to the contract period's expiration is called 'rental period'. When the contract period is expired, the existing invoicing period is called 'rental period'.

3. Limited use

The Agreement gives the Customer the right to install and run the software on the place of installation which is stated on the front page of the Agreement. This right applies only if the equipment on which the software is installed is solely owned or is solely managed by the Customer. Alternatively, the Customer can install and run the software on a system administered and managed by a third party (hosting). In case of hosting, the Customer remains responsible for monitoring that the Customer's limited right to use the software is complied with.

The right to use the software is limited to the number of users stated on the front page of the Agreement. If the Customer needs to expand the Agreement to include additional users, then right of use for these additional users will have to be ordered from Keyforce according to the procedure stated in article 6.

Users must be employees or hired staff who are contracted to work for the Customer. Users must commit themselves to comply with these terms. No other persons than the users are to have access to the software on behalf of the Customer without prior written consent from Keyforce.

The Customer is obligated to not let any other persons have access to the software or documentation, either directly or indirectly, other than what is stated in the Agreement. The Customer is responsible for not letting the Customer or any other persons make copies or in any other way reproduce the software or documentation in any form without prior written consent from Keyforce.

The Customer cannot dismantle, decompile or perform reverse engineering of the software in any case other than by absolute law or with the explicit consent from Keyforce.

Any violation of these terms will result in Keyforce terminating the Agreement and in the withdrawal of the Customer's right to use the software effective immediately. This will not exempt the Customer from the obligation of paying for the remainder of the existing rental period.

4. Maintenance/Updates

The Customer must have access to new versions and service updates to the software as soon as these updates become available. The updates will be launched if the need arises. This need should be evaluated by Keyforce on the basis of what the changes are. Examples of changes in new versions and updates could be:

Error corrections in the software based on Customer reports

Changes to the software as a result of preventive maintenance

Changes to the software functionalities based on Customer wishes

Reprogramming as a result of a wish to alter the structure in the software or in new drivers etc.

General improvements/changes in the software

Electronic installation manuals and user documentations are enclosed in all new versions of the software. Ordinarily, a description of the changes from the old version to the new version will also be included.

This Agreement shall not include any types of consultant services or personal support from Keyforce other than what is available in the FAQ-part of the Support-tab at <http://support.keyforce.no>.

5. Support

Ordinary support (not consultant services) is included in the monthly rental price. Support inquiries can be registered at <http://support.keyforce.no> or by sending an email to support@keyforce.no. If support over the phone is needed, then please call: 21 98 69 70 during our opening hours between 8 am and 4 pm.

6. Ordering additional users

The Customer can expand the Agreement to include additional users.

When you increase the number of users in SuperOffice will this Agreement be increased by corresponding users automatically.

Ordering these is done by email or through some other suitable order form. The order must be placed by the Customer's person of contact who has the power of attorney as stated on the front page of the Agreement.

The fee for expanding the number of users is paid in accordance with the Keyforce standard list prices as well as terms and conditions.

7. Liability

The software encompassed in this Agreement is Keyforce standard software. Keyforce's liability is limited to delivering functional software in accordance with the Agreement for a period of fifteen (15) days from the date the Agreement was signed as stated on the front page of the Agreement.

If the software does not function in accordance with the enclosed manuals, then the Customer has a period of fifteen (15) days from the date the Agreement was signed, as stated on the front page of the Agreement, to receive either a refund of the paid software fee or to receive a new version of the software which functions according to the enclosed manuals. The better solution is chosen by Keyforce.

The software read and writes to the erp software, and it is the Customer's responsibility to have the correct licenses that support this on their erp software.

Keyforce does not guarantee or promise that the functionality of the software will meet the individual needs of the Customer. Keyforce will also not guarantee that downtime or errors will not occur during the running of the software. Rectification of potential errors in the software will only be attempted by Keyforce when the Customer has called Keyforce's attention to the errors and Keyforce has confirmed that a rectification is initiated.

Keyforce disclaims all responsibility for damages or losses that may be caused due to errors or deficiencies in the software.

Keyforce is by no means liable for indirect losses including, but not limited to, loss of profit of any kind, losses following a delay in implementation or downtime, lost goodwill, loss of data, deprivational losses or demands from a third party.

Keyforce's overall liability regarding errors in the software that are not rectified, should correspond to the Customer's direct and documented financial loss, however, limited to an amount corresponding to the fee for a rental period.

Keyforce is not liable for damages or losses that may occur for the Customer or for the software in consequence of unauthorized or incorrect use of the software.

No liability for damages or any other liability can be made against Keyforce as a consequence of errors and deficiencies in the software, provided that nothing else is stated in article 7. However, see article 8.

8. Defect in title

If a third party claims that the software violates the copyright, owners' rights of others, or industrial rights in Norge, then Keyforce will attend to the Customer's interests at Keyforce's own cost. This presupposes that the Customer immediately calls Keyforce's attention to such demands, that Keyforce gains absolute control over the claim, and that the Customer cooperates with Keyforce during negotiations and potential court proceedings. In this case, Keyforce will pay the cost as well as the punitive damages. No liability for damages, or any other liability, can be made against Keyforce as a result of defect in title than those stated in article 8.

9. Confidentiality

Keyforce and all persons who, on behalf of Keyforce, have access to information regarding the Customer and the Customer's company, connections and data materials that are labeled as confidential information are obligated to not give out any information to third parties without consent from the Customer. This also applies to the Customer. The Customer must keep silent regarding statements and information provided by Keyforce to the Customer. This also applies to information which the Customer becomes familiar with and recognizes, or should recognize, as confidential information on the part of Keyforce.

10. Delivery

The Customer must have access to new versions of the software as soon as they become available.

11. Prices and payment

The price for renting the software for a rental period is stated on the front page of the Agreement. The calculated price should be based on the total number of Keyforce licenses of which the Customer rents. In the instance that the Customer buys more licenses, then the Customer is invoiced for the remaining part of the existing rental period at the time of purchase. Subsequently, the new licenses will be included in the basis of calculation for the next rental period according to the above.

The price of the software rental can be adjusted annually, however, with no more than what corresponds to the increase in the retail price index. This happens without prior warning. A potential increase will take effect in January each year based on the increase in the retail price index of the preceding year and takes effect from the beginning of the next rental period.

The Agreement must be invoiced in advance. The invoice must cover a period of 12 months. The first invoicing period must be calculated from the turn of the month following the signing of the Agreement.

Consultant fees and services must be invoiced after the completion of services.

If the Customer exceeds the rights of use for the software, fails to meet payments, or does not fulfill the additional obligations in the Agreement, then Keyforce has the right to rescind the Agreement effective immediately. Keyforce can change the terms and conditions in the Agreement – including the price of the software rental – with a warning of forty (40) days effective from the beginning of the next rental period.

The Customer accepts that Keyforce has the right to install features making it possible to end the functionality of the software after a certain period, which is determined by Keyforce, in case the rental fee, the support fee and/or any other compensation has not been paid. In this case, the software will not be opened for access until the owed fee and compensation, including interests and other expenses in connection with financial non-compliance, have been paid in full.

12. Termination of the Agreement

Both parties can terminate the Agreement. Termination of the Agreement can only be done in written form effective by the end of the existing rental period. Written notice of the termination must be given to the other party no later than thirty (30) days before the end of the existing rental period. A termination does not entail any reimbursement. It only serves to inform that the Agreement will not be renewed for the upcoming rental period.

If the termination is not given in accordance with the terms and conditions in the preceding paragraph, then the Agreement will automatically be renewed for the next rental period.

13. Transference of rights

Keyforce can wholly or partially transfer its rights and/or obligations according to the Agreement as long as this does not complicate the fulfillment of the Agreement.

The Customer cannot transfer its rights and obligations according to the Agreement without explicit consent from Keyforce. Such a consent cannot be denied without fair reason.

14. References and marketing

The Customer accepts that Keyforce can mention the Customer as well as the Customer's use of the solution in its marketing. The Customer accepts that Keyforce can send the Customer relevant information from time to time.

15. Changes in contact information

All changes in the Customer's contact information, including changes in address and changes in the Customer's person of contact with the power of attorney must be communicated to Keyforce in a written fashion.

16. Right of inspection

Keyforce can, with a notice of three (3) work days, do an inspection with the Customer in order to verify that the Customer's use of the software is in accordance with this Agreement. The inspection can be done by an independent third party. The Customer cannot demand any compensation or the like in consequence of Keyforce's inspection.

17. Disputes

This Agreement is governed by Norwegian law and the Norwegian courts' exclusive jurisdiction. Oslo Tingrett is the agreed venue.