



EVALUATION LICENCE AGREEMENT FOR THE RIGHT OF USE OF NESSTAR SOFTWARE SUITE

This evaluation agreement ("**the Agreement**") is entered into between:

Norsk samfunnsvitenskapelig datatjeneste AS, company registration no. 985 321 884
 ("**Licensor**")

and

the user of Nesstar Software Suite for evaluation purposes ("**Licensee**").

By using the Software, as defined below, or in any other way accepting the terms of this Agreement, the Licensee accept the following to apply for the evaluation for the Software

1 BACKGROUND

The Licensor holds the rights to the software, which is defined in more detail below, and by being a party to this agreement the licensee is granted the right to use the software in the manner which is stated below.

2 RIGHTS AND DUTIES OF THE LICENSEE

2.1 Scope of the right of use

The Licensee is granted a non-exclusive, limited right to use and to install, one (1) copy of the software which is specified in [Appendix 2](#) ("**the Software**") for internal evaluation purposes only and in accordance with the provisions below.

The Software can be used by the number of user which is specified in [Appendix 1](#). The users who can access and use the Software shall be limited to employees of the Licensee and employees of collaborative partners which perform functions for the Licensee pursuant to a written agreement with the Licensee.

2.2 Reproduction of copies and backup

Reproduction of copies and backup of the Software shall only be undertaken by the employees or the consultants of the Licensee to the extent to which this is deemed necessary for the Licensee's own use of the Software.

Under no circumstances has the Licensee the right to distribute copies of the Software to a third party if this does not occur as a transfer of the rights and duties according to Clause 6 of the Agreement below or with the separate, written prior consent of the Licensor. This also includes sale, rental, loan or any other method of providing the Software to others.

The above-mentioned also includes patches, upgrades, changes in the documentation and any other materials the Licensee has received from the Licensor.

2.3 Changes and representation of source code

The Licensee only has the right to change and/or adapt the Software if the Licensor has granted its prior written consent to such changes and this takes place in accordance with mandatory statutory provisions. This also applies to modifying, integrating, translating, adapting etc of the Software.

In addition the Licensee does not have the right to reproduce source code (e.g. by decompilation) of the Software when this is necessary in order to obtain the information necessary to achieve the interoperability of the Software with other programs, if the information necessary to achieve interoperability has not previously been readily available to the Licensee. The information the Licensee obtains shall not be used for purposes other than to make possible the interoperability of the Software with other programs, be given to others, except when this is necessary in order to make possible the interoperability, or be used for the development, production or marketing of a computer program substantially similar to the Software, or for any other act which infringes copyright in the Software.

2.4 Inspection by the Licensor

With reasonable prior notification the Licensor may undertake an inspection of the Licensee to investigate whether the Licensee has complied with its obligations pursuant to the agreement. The Licensor has the right to use technical measuring devices, including installing and using programs on the Licensee's computer equipment and network in connection with investigations in accordance with this provision.

3 RIGHT OF USE OF DOCUMENTATION AND OTHER

The Licensee is granted the right to use documentation and other materials, which the Licensor provides in accordance with the Agreement. The Licensee does not have the right to make copies or copy documentation or other materials that are provided or made available by the Licensor, other than the making of copies or copying of documentation that is deemed necessary for the use of the Software.

The regulations pursuant to this Clause apply regardless of the form of documentation or other materials that are made available to the Licensee.

The Licensee can, at its own responsibility, make the changes, additions etc to the documentation for its own use that the Licensee considers as expedient. Alterations to other materials are only permitted if prior written consent has been granted by the Licensor.

4 INTELLECTUAL PROPERTY RIGHTS

The Agreement does not involve any transfer of the Licensor's intellectual property rights for the Software, only a limited right for the Licensee to use copies of the Software in accordance with Clause 2.1 above. The Licensor reserves all rights to the Software not expressly granted in writing to the Licensee.

The Licensor's rights to the Software, documentation or other materials which the Licensee may have received from the Licensor are protected by Norwegian Law (including, inter alia, the Norwegian Copyright Act, the Design Act, the Marketing Control Act and Trade Marks Act) and by international conventions.

5 EXCLUSION OF LIABILITY

The Software is supplied as is without any other rights or warranties, directly or indirectly, including warranties for saleability, usefulness for a particular purpose and the like.

When the Software is supplied to the Licensee the total risk for the use and performance of the Software lies with the Licensee. Under no circumstances is the Licensor liable for indirect, special or coincidental damage, cause of damage, financial liability or consequential damage which occurs as a result of the use of, or lack of performance of the Software. The above-mentioned includes, however is not limited to, damage or expenses related to lost earnings, business, goodwill, data or other software. Under no circumstances is the Licensor liable for loss or damage which exceeds the amount which the Licensee has paid for the license to the program which has brought forth such a claim.

6 TRANSFER OF RIGHTS AND DUTIES PURSUANT TO THE AGREEMENT

The Licensee has the right to transfer its rights and duties pursuant to the Agreement to a third party on condition that the third party has accepted, in writing, the conditions of the Agreement and the Licensor has granted prior written consent to the transfer of the rights and duties.

By transferring the rights and duties pursuant to the Agreement the Licensee is obligated to relinquishing all materials received in connection with the Agreement or prepared by the Licensee in association with the Agreement, including media which contain the Software or parts of this, alterations (patches), upgrades of the Software, documentation and changes to this, etc., to the party which the Licensee transfers its rights and duties to. Materials which can not be transferred shall be destroyed in an adequate manner pursuant to instructions from the Licensor.

The Agreement includes no restrictions for the Licensor to transfer its rights or duties in the Agreement.

7 LICENCE TERM

This Agreement commences on the date set forth on the first page of this agreement and expires one month later. Upon expiration, Licensee agrees to immediately cease use of and destroy the software, NSD reserves the rights to include features in the software that will cause the software to stop functioning after the evaluation period has concluded.

8 TERMINATION OF THE AGREEMENT

The Agreement can be terminated with immediate effect subsequent to notification from one of the parties if the other party:

- a) Significant breaches the Agreement and such a breach can not be remedied or has not be remedied after notification of this from the other party,
- b) The other party becomes insolvent, enters into debt settlement negotiations or bankruptcy proceedings.
- c) NSD reserves the rights to incorporate features that will cause the software to stop operating at the end of the agreed period.

Significant breach is deemed any breach of the provisions of the Agreement for right of use pursuant to Clause 2.1, intellectual property rights pursuant to Clause 4 and confidentiality pursuant to Clause 9.

On the termination of the Agreement, regardless of the grounds for this, the Licensee is obligated to relinquish all materials provided by the Licensor or prepared by the Licensee in connection with the use of the Software or otherwise in accordance with the Agreement, including media which contain the Software or parts of this, alterations (patches), upgrades of the Software, documentation and changes to this, etc., to the Licensor. Materials which can not be transferred shall be destroyed in an adequate manner pursuant to instructions from the Licensor.

On the termination of the Agreement all of the rights and duties of the parties pursuant to the Agreement shall cease, with the exception of any claims for compensation and the obligation on confidentiality according to Clause 9.

9 CONFIDENTIALITY

The parties shall observe secrecy and prevent others from gaining access to or knowledge of the other party's financial or technical circumstances or other business relationships which after a careful and loyal assessment must be considered sufficiently important to hold secret with respect to the business operations of the other party.

The Licensee shall impose a duty of confidentiality upon its employees with regard to construction principles or design details in the Software and for the content of the documentation and other materials the Licensee receives from the Licensor.

The parties may also not utilise the information which is included under this Clause after the termination of the Agreement. If one of the parties is in doubt over whether a matter is included under the duty of confidentiality, the party shall submit this to the other party for a decision in advance.

The duty of confidentiality pursuant to this Clause is not a hindrance for information being provided to another party in connection with the fulfilment of obligations agreed between the parties in accordance with the Agreement, if this is deemed necessary in order to fulfil the obligations of the Agreement.

The Licensee is obligated during the period of the Agreement or subsequent to the termination of the Agreement, not to itself, or via others, develop any software which, directly or indirectly, is based on or derived from the Software or from other information or materials provided by the Licensor.

10 GOVERNING LAW AND LEGAL VENUE

Disputes pursuant to the Agreement shall be settled in accordance with Norwegian law with Bergen Municipal Court as the legal venue.

APPENDIX 1 - CONDITIONS

Number of Publisher Licences: 5

APPENDIX 2 – SPECIFICATION OF THE SOFTWARE

The services under the Agreement shall be delivered on the software, Nesstar Software Suite.