

XaitPorter contract for

SaaS Contract International

Parties to the Contract:

Customer:

AccountName
Address
Postcode State
City
Country

Licensor:

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1 SOFTWARE LICENSE AND SERVICES AGREEMENT

Xait AS, a Norwegian company, ("**Licensor**") and AccountName ("**Customer**") (referred to individually as a "Party" and collectively as "Parties") enact this Software License and Services Agreement (the "Agreement") to be effective on the day of , ("Effective Date"). References herein to "Agreement" include this Software License and Services Agreement and any Schedules, Exhibits, Addenda, Appendices, or Orders referenced herein and any attachments or documents referenced thereto or any Amendments to any of the foregoing.

WHEREAS, Licensor has developed and owns certain proprietary software. Customer desires to obtain a license to use such software, and Licensor desires to license such software to Customer.

THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE AS FOLLOWS**:

2 SCOPE OF THIS AGREEMENT

2.1 Scope

This Agreement defines the terms and conditions, under which Licensor will design, develop, integrate, deliver, install, maintain, and support the Licensed Software.

2.2 Orders

Customer's Orders shall be evidenced by the execution and submission to Licensor of an Order. Orders will be accepted by Licensor unless written notice to the contrary is received within three (3) weeks from Licensor's receipt of the Order. Licensor will accept Orders only from those representatives of Customer authorized to place Orders with Licensor. Customer shall provide Licensor with a written list of all of Customer's representatives empowered to execute Orders. All Orders shall be deemed to incorporate the terms and conditions of this Agreement and any amendments or exhibits hereto. This Agreement shall have control over typed, stamped, or preprinted portions of Licensor's and Customer's Orders or acknowledgments or other communications unless mutually agreed upon in writing by Licensor and Customer. Such mutually agreed upon writings shall have control over this Agreement for that specific Order only.

3 SOFTWARE AND SERVICES

3.1 License Grant

Subject to the provisions of this Agreement and the payment of all applicable License Fees for the term of such license, Licensor grants Customer and Customer accepts a limited, personal, nonexclusive, nontransferable, non-assignable object code license to use the Licensed Software for Customer's internal use for each concurrent user of the Licensed Software ("License"), as limited according to the provisions of [6.2 Simultaneous User Limit](#). "Licensed Software" means the aggregate of any standard and customized components or units of XaitPorter.

3.2 No Other Rights Granted

Apart from the rights enumerated in this Agreement, the license grant does not include a grant to Customer of any right to engage in any licensable activity, nor any ownership right, title, or interest, nor any security interest or other interest, in any intellectual property relating to the Licensed Software, nor in any copy of any part of the Licensed Software.

3.3 Software Related Materials

All materials used in, for, or in connection with the software, parts, subsystems, or derivatives thereof, in whatever form, including without limitation, source code, object code, microcode, and mask works, including any computer programs and any "Documentation" relating to or describing the Licensed Software (such as, but not limited to, logic manuals and flow charts provided by Licensor, instructions for use of the Licensed Software, and formulation of theory

upon which the Licensed Software is based) are furnished to Customer only under a personal, nonexclusive, nontransferable, non-assignable object code license solely for Customer's own internal use. All Documentation shall be in the English language.

3.4 Reverse Engineering

Customer shall not and shall not permit any third party, even if in an affiliate relationship with Customer, to translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Licensed Software or merge the Licensed Software into any other software.

3.5 Ownership of Materials

All patents, copyrights, circuit layouts, mask works, trade secrets, and other proprietary rights in or related to the Licensed Software are and will remain the exclusive property of Licensor, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Licensed Software is used or licensed. Customer will not take any action that jeopardizes Licensor's proprietary rights or acquire any right in the Licensed Software or Confidential Information. Unless otherwise agreed in writing on a case-by-case basis, Licensor will own all rights in any copy, translation, modification, adaptation, or derivation of the Licensed Software or other items of Confidential Information, including any improvement or development thereof. If necessary, Licensor will obtain the execution of any instrument that may be appropriate to assign these rights to Licensor or perfect these rights in Licensor's name.

3.6 Third Party Access

Customer shall not allow any third party to have access to the Licensed Software without Licensor's prior written consent. Further, Customer shall neither engage in nor permit any use of the Licensed Software such that a copy would be made of such Licensed Software solely by virtue of the activation of a machine containing a copy of the Licensed Software.

3.7 Services; Training

Customer may separately purchase "Services" or training from Licensor. Services means consulting services performed by Licensor and delivered according to a separate Order executed and made subject to the terms and conditions of this Agreement. Customer shall pay Licensor fees for training or Services pursuant to provisions found in [Appendix A Prices](#).

3.8 Support

Provided Customer is not then in breach of its obligations under this Agreement, Licensor agrees to make support services ("Support") available to Customer at no additional fee. Support means Licensor's telephone or web response to questions by Customer related to the functionality of the Licensed Software, such as installation, use, and upgrades. Support shall be effective from the date when Licensor accepts an Order for Support and will be automatically renewed for periods of twelve (12) months ("Support Period") unless Customer terminates.

Prior to making a request for Support, Customer shall perform a diagnosis of the error situation ("Error"). An Error means the Licensed Software, in whole or part, does not operate in conformity with the Documentation. Customer may report the results of its diagnosis to Licensor if the results of the diagnosis show the Error is due to the Licensed Software. Customer shall provide Licensor with a detailed description of the Error. Licensor shall have the capacity to receive, record, and respond to requests for Support during the times more fully described in [Appendix A Prices](#). Licensor will provide feedback to Customer following its review of the request for Support.

3.9 Additional Support

In the event that Customer wishes to receive support-related services above and beyond those contemplated by [3.8 Support](#), Customer and Licensor shall agree upon a statement of work for those support-related services and such statement of work shall be made subject to the terms and conditions of this Agreement. Charges for support-related

services under this [3.9 Additional Support](#) will be considered Services and charged fees pursuant to the provisions found in [Appendix A Prices](#).

3.10 Maintenance

"Maintenance" means all new versions, updates, improvements, and Error correction of the Licensed Software. Licensor may release at least one new software version per calendar year that will be included in Maintenance. Licensor will provide Maintenance on the latest release and the prior version of the Licensed Software.

Licensor shall inform Customer regarding new products and potential options and additions to the Licensed Software. Licensor shall implement and document a quality assurance plan, which will include all activities affecting the performance of the Licensed Software. Customer shall have the right, at its own expense, to perform verification of Licensor's quality assurance.

Customer shall maintain personnel with competence in operating and backup procedures for the Licensed Software.

Maintenance is included as part of the Software as a Service agreement.

3.11 Hosting

"Hosting" means Licensor shall host the Licensed Software on Licensor's computer systems whereby Customer may access the Licensed Software via the Internet or other supported networks agreed upon by the Parties and whereby Customer may use the Licensed Software in accordance with the Documentation.

3.11.1 Hosting Period, Renewal, and Termination

Hosting is included in the agreement, and the term is same as for the agreement. If Customer terminates the Agreement, Customer's data may be retrieved according to the provisions available in [4.7 Post-Termination Procedures](#).

3.11.2 Hosting Fees

Hosting is included in the SaaS Agreement.

3.11.3 Hosting Backup and Disaster Recovery

Licensor shall maintain back-up procedures to ensure availability of the hosted Licensed Software and Customer's data. Licensor shall maintain disaster and recovery measures to safeguard, in the event of a disaster affecting Licensor's host site, (1) Customer's data and data processing capabilities and (2) Licensor's ongoing ability to perform Licensor's Hosting-related obligations under this Agreement.

3.11.4 Hosting Support

Licensor shall have the capacity to receive, record, and respond to requests related to Hosting inquiries from Customer twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year. In response to any Errors preventing the normal operation of the Licensed Software due to Hosting, Licensor will continuously, and until the time the Error has been corrected, give Customer regular feedback concerning the status of work related to the Error correction.

3.11.5 Hosting Availability Log

Licensor shall maintain a log of availability of its hosting sites which will indicate the time, duration, and, as soon as it is known, the cause of any outage, whether planned or unplanned.

4 TERM OF AGREEMENT AND LICENSE; TERMINATION

4.1 Term of Agreement

The term of this Agreement ("Agreement Term") shall commence upon the Effective Date of this Agreement and shall continue for the duration of any individual License granted hereunder, unless terminated upon the breach of this Agreement by either Party or as otherwise provided herein.

4.2 Term of Licenses

Subject to the limitations contained in this Agreement, the term of each concurrent user License (the "License Term") granted under this Agreement begins on the date of delivery of the Licensed Software, or acceptance of an Order by Licensor if Licensed Software has previously been installed and made available to Customer, and continues for one year, unless terminated earlier as provided in this Agreement.

4.3 Extensions of License Term

Subject to any payment provisions contained in the Agreement, the License Term will be automatically extended for successive one-year intervals. Either Party may decline to extend the License Term for any reason or no reason by providing the other Party with no less than ninety (90) days prior written notice of non-extension and prior to the end of the current License Term.

4.4 Termination by Mutual Consent

The Parties may terminate a License by mutual consent upon such terms as they may agree in writing. Termination must be in writing and shall not be considered completed until an official reply has been received from the other Party. The termination of a License to use the Licensed Software does not automatically terminate all Licenses granted hereunder.

4.5 Termination for Breach

If a breach has not been cured at the end of its cure period, if any, as may be made available in [7.1 Events of Breach](#), then all License(s), specified in writing in the notice of breach or otherwise, shall terminate immediately upon expiration of that cure period without the need for further action.

4.6 Other Terminations

All License(s) shall terminate automatically, to the extent permitted by applicable law in the jurisdiction or jurisdictions in question, in any of the following events:

If Customer files a petition in bankruptcy (or is the subject of an involuntary petition in bankruptcy that is not dismissed within sixty (60) days after the effective filing date thereof), is or becomes insolvent, or admits of a general inability to pay its debts as they become due, then any and all License(s) shall immediately terminate automatically and without notice.

Either Party may terminate any License(s) upon the de facto or de jure nationalization or expropriation of the other Party by governmental or military action, whether or not with valid authority.

Either Party may terminate any License(s) immediately upon the discovery of any material false statement or other material misrepresentation made or submitted by the other Party.

4.7 Post-Termination Procedures

Upon termination or expiration for any reason of a License:

The Parties shall comply with their respective post-termination obligations, if any, as set forth herein;

1. Except as may be expressly provided otherwise herein, within ten (10) business days after the effective date of termination or expiration of a License, each Party shall pay the other Party any amounts that, as of that effective date, were due and owed thereto pursuant to this Agreement;
2. Upon the termination of all Licenses granted hereunder, Customer shall surrender to Licensor (or at Licensor's option, destroy and provide Licensor with a certificate signed by an executive officer of Customer attesting to the destruction of) all copies of the Licensed Software remaining in the possession of Customer or any third party acquiring any such copy through Customer; and
3. Upon the termination of all Licenses granted hereunder, Licensor shall transfer and/or maintain Customer's data according to one of the following options to be chosen in writing by Customer: (a) database export; (b) standard software export available within the version of the Licensed Software in use at the time by Customer; (c) script specially designed by Licensor at Customer's request and according to written agreed specifications; or (d) customer may elect to transfer the content themselves. Licensor will charge an hourly fee for Services for time spent transferring Customer's data.

4.8 Termination without Cause

Upon ninety (90) days written notice to Customer, Licensor shall have the right to terminate this Agreement without cause. Customer shall remain obligated to pay to Licensor any outstanding fees due and/or payable up until the date of termination.

4.9 Cessation of Use upon Termination or Expiration

Upon termination or expiration for any reason of this Agreement or any License(s), all such use by Customer shall cease within five (5) business days after the effective date of such termination or expiration.

5 INSTALLATION AND ACCEPTANCE OF SOFTWARE AND SERVICES

5.1 Installation of Software

Licensor shall host the Licensed Software, the Licensed Software shall be accessed directly from the Internet or other supported networks agreed upon by the Parties, and installation is considered complete when the Licensed Software is made available for Customer's access and Licensor has informed Customer of its availability.

Customer may not install the Licensed Software on their own servers with a SaaS Agreement.

5.2 Acceptance Test

Within fourteen (14) days after Licensor informs Customer the installation of Licensed Software is complete as specified in [5.1 Installation of Software](#) (the "Acceptance Period"), Customer shall verify the Licensed Software fulfills the requirements set forth in the Documentation. The Licensed Software shall (1) materially conform with Licensor's specifications and (2) be compatible with and materially conform to the Documentation. If Customer does not notify Licensor in writing by the end of the Acceptance Period that the Licensed Software does not meet the requirements set forth in this [5.2 Acceptance Test](#), the Licensed Software will be deemed accepted at the conclusion of the Acceptance Period.

5.3 Failure to Comply

If, during the Acceptance Period, Customer determines that the Licensed Software does not materially conform to the requirements set forth in [5.2 Acceptance Test](#), Customer shall so notify Licensor in writing, specifying in detail the area of nonconformance. Following receipt of written notice, Licensor will review and determine, at its sole discretion, whether the Licensed Software materially conforms. If Licensor determines the Licensed Software does not materially conform, Licensor will use commercially reasonable efforts to make appropriate corrections to the installed Licensed Software. A new acceptance period ("Renewed Acceptance Period") of fourteen (14) days will begin after any correction

(s) has been made and the Licensed Software has been made available to Customer. Failure by Customer to notify Licensor in writing of any additional nonconformance will be deemed acceptance of the Licensed Software. If during the Renewed Acceptance Period Customer determines the Licensed Software continues to not materially conform, Customer may either accept the Licensed Software as delivered and report outstanding Errors as Maintenance, or cancel the Order without penalty or further financial obligation.

6 OPERATING PROVISIONS FOR LICENSED ACTIVITIES

6.1 Use by Authorized Users Only

All use of any Licensed Software will be solely by Customer's personnel, which can be Customer personnel or Customer partners, consultants or similar ("Authorized Users"). Customer permits Licensor to access all data or other information put into use through the Licensed Software on a need to know basis only, unless Customer specifically limits such access after informing Licensor in writing.

6.2 Simultaneous User Limit

A License granted herein authorizes concurrent users of the Licensed Software, being there are no restrictions on the number of named users allowed to log onto the Licensed Software, but a restriction exists on the number of users that can be logged on at the same time. The restriction on number of concurrent users is set forth in any Order that has been accepted by Licensor.

6.3 Reproduction of Documentation

Customer shall have the right to reproduce Licensor's documentation solely for its own internal use, all documentation furnished by Licensor pursuant to this Agreement regardless of whether such documentation is copyrighted by Licensor. All copies of Documentation made by Customer shall include any proprietary notice or stamp that has been affixed by Licensor.

6.4 Reproduction of Object Code

One copy of the object code for the Licensed Software may be reproduced by Customer only for back-up or archival purposes and for no other purpose.

7 EVENTS OF BREACH AND REMEDIES

7.1 Events of Breach

Licensor and Customer acknowledge and agree that the following shall constitute events of breach ("Events of Breach") and that the occurrence of one (1) or more of such Events of Breach shall constitute a material breach of this Agreement, which shall allow a Party, as applicable, to seek the rights and remedies set forth in this Article:

1. Customer's misuse of the Licensed Software in contravention of this Agreement;
2. Either Party's material breach of any representation or warranty set forth in this Agreement, provided that such breach, if curable, is not cured within the time frames specified in [13 WARRANTY AND WARRANTY DISCLAIMER](#), if applicable, or if such warranty and warranty disclaimer does not apply to the breach, then within thirty (30) calendar days following receipt of written notice of such breach; or
3. Failure of a Party to perform any material obligation under this Agreement, provided that such failure is not cured within twenty-one (21) calendar days following receipt of written notice of such failure.

7.2 Rights and Remedies upon Breach

Upon the occurrence of an Event of Breach, the other Party shall be entitled to any of the following remedies:

1. Terminate, in whole or in part, this Agreement; and/or
2. Subject to the terms of [13 WARRANTY AND WARRANTY DISCLAIMER](#), seek to recover damages from the other Party.

Additionally, Licensors may exercise the right of self-help. If Licensors desires to terminate the Agreement in whole or in part, Licensors may also, at its election, terminate Services, Support, Maintenance, and Hosting as provided for in [7.1 Events of Breach](#).

7.3 Transition Rights

In the event either Party terminates this Agreement, as provided for herein, in whole or in part, there shall be no transition rights.

8 PRICE AND PAYMENTS

8.1 Price

Pursuant to the terms and conditions of this [8 PRICE AND PAYMENTS](#), Licensors shall invoice Customer, and Customer shall pay Licensors, for all License Fees on an annual basis as set forth in [Appendix A Prices](#). In the event of any changes in the price of the Licensed Software, Licensors will give Customer a minimum of three (3) months written notice prior to the effective date of any price change.

8.2 Terms of Payment

In consideration for the Licensed Software, Services, Support, Maintenance, and Hosting provided by Licensors to Customer, Customer agrees to pay for all such Licensed Software, Services, Support, Maintenance, and Hosting at the rates set forth in [Appendix A Prices](#). Customer agrees to make payment in full for the amount of an invoice within thirty (30) calendar days from the date of the invoice. Licensors agrees to provide Licensed Software, Services, Support, Maintenance, and Hosting on a credit basis only so long as Customer's bills are promptly paid in full when due. Late payments shall be subject to interest on the unpaid balance. Interest charged shall not exceed the maximum allowable by Norwegian law.

In the event Customer claims an amount is due from Licensors, as a credit or otherwise, and whether or not related to Licensors's performance hereunder, Customer shall in all events pay all invoices under this Agreement properly when due and may not set off against such invoices any amounts claimed due.

Licensors will invoice Customer for all fees and applicable taxes directly where appropriate and may provide estimated payment schedules in advance. Travel, subsistence and accommodation expenses in relation to training, consultancy, assistance or other are to be covered by the Customer. All travel subsistence and accommodation expenses are to be in accordance with the Norwegian Government's Travel Allowance Scale.

8.3 Taxes

There shall be added to the charges provided for in this Agreement amounts equal to any taxes, whether federal, state, or local, however designated, that may be validly levied or based upon this Agreement.

8.4 Service Fees

Services which require Licensors's personnel to perform Services on Customer's site location or via telephone will be charged at hourly rates as set forth in [Appendix A Prices](#).

Services would be additional requirements from Customer to perform tasks outside the scope of standard support, i.e. to provide help with going through documents for aesthetic purposes. Any services that will incur a cost to Customer will need to be agreed upon with the Customer prior to providing the service.

9 PERSONNEL; COOPERATION

The Parties shall cooperate with each other and shall disclose such information to the other Party as may be reasonably required or necessary to perform under this Agreement. The Parties agree that joint planning and experienced personnel are critical factors for successful performance.

10 CONFIDENTIALITY

All information provided by the parties hereto or by a Customer under this Agreement, and the Agreement itself shall be treated confidentially and shall not be made available to any third party without prior written consent of both parties. Such information shall include without limitation both oral and written information.

1. Confidential information shall not mean information that was already known at the time the information was received, information that is or becomes part of public domain other than through a fault of either of the parties, information that is rightfully received from another source without an obligation of confidentiality, or information that is requested by a court of justice or other competent public authority that has the right to demand such information.
2. The requirement to maintain confidentiality applies to all employees and contractors of the Parties, and does not cease should any employment contract, contractors contract or This Agreement be terminated. The Parties are committed to implement reasonable precautions to maintain confidentiality.
3. This Article of confidentiality shall survive the termination of this Agreement for a period of eighteen (18) months.

11 PROPRIETARY RIGHTS, CONFIDENTIALITY, AND SECURITY

11.1 Ownership of Intellectual Property

Preexisting intellectual property and all improvements thereto that Licensor uses in connection with performance under this Agreement shall remain the sole and exclusive property of Licensor. All written reports, requirements documents (including newly created technical and non-technical data embodied therein), specifications, program materials, flow charts, notes, outlines, and the like that are developed, conceived, originated, prepared, or generated by Licensor in connection with Licensor's performance under this Agreement including without limitation, all copyright, trademark, trade secret, and all other proprietary rights therein and derivative works created therefrom (collectively, "Written Deliverables"), shall be the sole and exclusive property of Licensor, except to the extent such Written Deliverables include Customer data.

Intellectual property and all improvements thereto, including but not limited to all Customer data, that Customer uses and/or provides to or uploads to Licensor or Licensor's servers under this Agreement shall remain the sole and exclusive property of Customer, and nothing herein shall be construed as granting or implying any right or license under any Letters Patent or any right to use any intellectual property covered thereby.

11.2 Confidential Information

"Confidential Information" means any material, data, or information in whatever form or media of a Party to this Agreement that is provided or disclosed to the other, except for any information that is: (a) publicly available or later becomes available other than through a breach of this Agreement; (b) known to a Party or its employees, agents, or representatives prior to such disclosure or is independently developed by a Party or its employees, agents, or representatives subsequent to such disclosure; or (c) subsequently lawfully obtained by a Party or its employees, agents, or representatives from a third party without obligations of confidentiality. Confidential Information shall include, but is not limited to, the following categories of information whether disclosed orally or not marked as confidential: Written Deliverables; Documentation; network configurations; network architecture; Licensed Software, Services, Support, Maintenance, or Hosting rendered by Licensor to Customer; financial and operational information; and other matters relating to the operation of the Parties' business, including information relating to actual or potential customers and customer lists, business and customer usage forecasts and projections, accounting, finance or tax information, pricing information, and any information relating to the corporate and/or operational structure of a

Party and its affiliates; any information exchanged between the Parties; and all information and materials relating to third party vendors, systems integrators, or consultants of a Party that have provided or that may provide in the future any part of such Party's information or communications infrastructure to such Party. The Parties shall exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information and shall not directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the other Party. Notwithstanding the above: (d) Customer may disclose Licensor's Confidential Information to Authorized Users who have a need to know, but only after Licensor gives permission for such disclosure; (e) Licensor may disclose Customer's Confidential Information to its employees and agents who have a need to know; and (f) either Party may disclose Confidential Information if so required by law (including court order or subpoena), provided that such disclosure is made in accordance with the terms of [11.3 Employee/Agent Acknowledgment](#) and [11.5 Notification Obligation](#).

The Licensor covenants and agrees not to use, sell, lease, license or otherwise commercially use Customer's Confidential Information, either directly or indirectly, unless express, prior written authorization is obtained from the Customer, signed by an appropriate representative. The Licensor understands and agrees that the Customer is entitled, in the event of any breach [11.2 Confidential Information](#) of this Agreement, to obtain a restraining order and/or injunction from any competent court of equity to enjoin and restrain the Licensor and its employees and/or agents from any disclosure of Confidential Information of the Customer. Such equitable remedies shall be in addition to and not in lieu of any damages to which the Customer may be entitled by law. Any information containing personal data shall be handled in accordance with all applicable privacy laws, rules and regulations.

Xait is governed by the Norwegian Privacy Directive and Norwegian Privacy Act. These acts follow the European Privacy Act(s).

11.3 Employee/Agent Acknowledgment

Licensor and Customer shall not disclose Confidential Information to any of their employees, agents, or representatives unless and until such employee, agent, or representative has been made aware of the confidentiality restrictions of this Agreement. The requirement to maintain confidentiality shall not cease should any employment with an employee or contractor or other relationship with a third party or agent terminate.

11.4 Return of Confidential Information

Unless otherwise authorized, upon the termination of this Agreement or request of either Party, with respect to that Party's Confidential Information, the other Party shall promptly either: (a) return such Confidential Information; or (b) destroy such Confidential Information and provide certification that all such Confidential Information has been destroyed. Copies made under [6.4 Reproduction of Object Code](#) shall be exempt from this requirement.

11.5 Notification Obligation

If a Party becomes aware of any unauthorized use or disclosure of its or the other Party's Confidential Information, the Party shall promptly and fully notify the other Party of all facts known to it concerning such unauthorized use or disclosure. If a Party or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Confidential Information of the other Party, that Party shall not disclose the Confidential Information without providing the other Party at least twenty-four (24) hours prior written notice of any such request or requirement so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Parties shall exercise their best efforts to preserve the confidentiality of the Confidential Information, including without limitation, by cooperating with the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

11.6 Use of Name

Either Party may, whether for marketing purposes or any other purpose, use or make reference to any names, brands, logos, or similar belonging to the other Party.

12 PATENT AND OTHER PROPRIETARY RIGHTS

12.1 Licensor's Options

If the Licensed Software becomes, or in Licensor's opinion is likely to become, the subject of an infringement or misappropriation claim, Licensor may, at its option and expense, either (a) procure for Customer the right to continue using the Licensed Software, (b) replace or modify the Licensed Software so that it becomes non-infringing, or (c) terminate Customer's right to use the Licensed Software and give Customer a refund or credit for the License Fees actually paid by Customer for the infringing components of the Licensed Software, less a reasonable allowance for the period of time Customer has used the Licensed Software. This section states the Licensor's entire liability and the Customer's sole and exclusive remedy for infringement and misappropriation claims and actions.

12.2 Exclusions

Notwithstanding the foregoing, Licensor will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon (a) any use of the Licensed Software not in accordance with the Agreement or for purposes not intended by Licensor, (b) any use of the Licensed Software in combination with other products, equipment, software, or data not supplied by Licensor, (c) any use of any release of the Licensed Software other than the most current release made available to Customer, or (d) any modification of the Licensed Software made by any person other than Licensor.

12.3 Indemnification

Licensor shall indemnify, defend and hold harmless Customer, its Affiliates, directors, officers and employees thereof for any and all damages, costs, expenses and other liabilities, including reasonable attorney's fees and court costs, incurred in connection with any claim, action or proceeding arising from Licensor's negligence, intentional misconduct, breach of this Agreement, failure to comply with applicable laws, rules, regulations, or actual or alleged infringement or misappropriation of any intellectual property.

12.4 Cessation of Fees

In no event shall Customer be liable to Licensor for any charges after the date Customer no longer uses the Licensed Software because of actual or claimed infringement. Customer must notify Licensor in writing of the date of discontinued use under this paragraph.

12.5 No Defense or Indemnity for Own Negligence or Misconduct

No Party will be required to defend or indemnify any other Party with respect to losses or expenses finally adjudged to have been caused by a Party's own negligence, gross negligence, or willful misconduct.

Gross negligence - any act or failure to act (whether sole, contributory, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard or, or indifferent to, foreseeable harmful consequences;

Willful misconduct - any act or failure to act (whether sole, contributory, joint or concurrent) taken or not taken with an intentional disregard of foreseeable harmful consequences

13 WARRANTY AND WARRANTY DISCLAIMER

13.1 Licensor Warranties

13.1.1 Warranty Period

All Licensor warranties shall extend for ninety (90) days from installation ("Warranty Period"). All bug fixes and

patches shall be fixed in accordance with SLA, and Licensor offers a full warranty in accordance with the SLA for the duration of the Contract.

13.1.2 General Warranties

Licensor warrants that it owns all rights, title, and interest in and to the Licensed Software, or that in the case of any third party software that it possesses the right to grant a sublicense to use such third party software, that all Licensed Software shall substantially conform to the specifications, and that the Licensed Software shall be free from material defects in workmanship and materials that prevent them from substantially meeting the aforementioned criteria. Licensor further warrants that any Services, Support, Maintenance, or Hosting provided by Licensor under this Agreement shall be performed in a workmanlike manner. This warranty coverage shall include any modifications made to the Licensed Software by Licensor. Licensor warrants that the security measures designed to prevent the unauthorized access of Licensor's data, including are consistent with prevailing industry standards among similar business engaged in providing similar services. Licensor warrants that the Licensed Software shall be free of Unauthorized Code.

13.1.3 Operation of Software

Licensor does not warrant that the operation of the Licensed Software will be uninterrupted or error free.

13.1.4 Remedy

In the event of any breach of the warranties set forth in this Agreement, Licensor's sole and exclusive responsibility, and Customer's sole and exclusive remedy, shall be for Licensor to correct or replace, at no additional charge to Customer, any portion of the Licensed Software, Services, Support, Maintenance, or Hosting found to be defective; provided however, that if within a commercially reasonable period Licensor neither corrects such defects nor replaces the defective Licensed Software, Services, Support, Maintenance, or Hosting, then Customer's sole and exclusive remedy shall be to receive direct damages not to exceed the amount set forth in [14.2 LIMITATION OF LIABILITY](#).

13.1.5 Warranty Disclaimer

EXCEPT AS SET FORTH IN THIS [13 WARRANTY AND WARRANTY DISCLAIMER](#), LICENSOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, SERVICES, SUPPORT, MAINTENANCE, OR HOSTING OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER. LICENSOR DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE LICENSED SOFTWARE OR ANY PART THEREOF OR SERVICES, SUPPORT, MAINTENANCE, OR HOSTING, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, OR NONINFRINGEMENT (WHETHER OR NOT LICENSOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY OR PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE LICENSED SOFTWARE OR ANY PART THEREOF. LICENSOR DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES FOR VIRUSES DETERMINED BY LICENSOR TO HAVE ENTERED THE LICENSED SOFTWARE THROUGH ANY INFORMATION OR DATA UPLOADED BY CUSTOMER TO LICENSED SOFTWARE.

13.1.6 Voiding of Warranties

Any and all warranties shall be void as to Licensed Software, Services, Support, Maintenance, or Hosting where the noncompliance is caused by or related to (1) the acts or omissions of Customer personnel, its agents, or third parties; (2) misuse by Customer, theft, vandalism, fire, water, or other peril; (3) moving or relocation not authorized by Licensor; (4) any alterations or modifications made to any Licensed Software by Customer, its representatives, or agents; (5) use of the Licensed Software other than in the operating environment specified in the technical specifications; or (6) coding, information, or specifications created or provided by Customer.

13.1.7 Latest Versions

All Licensed Software as delivered will be the most current release or version that Licensor has made commercially available to its customers.

13.1.8 Unauthorized Code

"Unauthorized Code" means computer instructions that alter, destroy, or inhibit the Customer's processing environment, including but not limited to, data storage and computer libraries. Unauthorized Code includes, but is not limited to, programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and programs purporting to do a meaningful function but designed for a destructive function. Licensor warrants it shall take reasonable steps to test all releases furnished to Customer for the presence of Unauthorized Code. The determination of "reasonable tests" shall be based on then current industry standards for testing for such Unauthorized Code on the applicable hardware platform.

However, Customer may not use said releases until Customer has similarly tested all software releases on Customer's computers after delivery. If Customer notifies Licensor in reasonable detail of a breach of the foregoing warranties that occurred in the ninety (90) days prior to such notice, then Licensor shall provide a software release conforming with this warranty as soon as reasonably possible but within twenty (20) business days. THIS SHALL BE CUSTOMER'S SOLE REMEDY FOR ANY SUCH BREACH, TO THE EXCLUSION OF ALL OTHER REMEDIES, EVEN IF SUCH LIMITATION CAUSES THIS WARRANTY OR ITS REMEDY TO FAIL OF THEIR ESSENTIAL PURPOSES.

13.1.9 Third Party Warranties and Indemnities

For any third party software provided by Licensor to Customer, Licensor hereby assigns to Customer all end-user warranties and indemnities relating to such third party software. To the extent that Licensor is not permitted to assign any of such end-user warranties and indemnities through to Customer, Licensor shall enforce such warranties and indemnities on behalf of Customer to the extent Licensor is permitted to do so under the terms of the applicable third party agreements.

13.1.10 Information Technology Security Reviews

Licensor represents that its responses to Customer's Information Technology ("IT") Security Review process are accurate and complete to the best of Licensor's knowledge. Licensor undertakes to notify Customer of any changes to its software or operations that may affect said responses and to respond promptly, accurately, and completely to Customer's IT Security Reviews as may be conducted from time to time.

13.2 Authority

Each Party represents and warrants to the other that it has the right to enter into this Agreement. Licensor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

13.3 Customer Warranties

13.3.1 Conflict with Other Agreements

Customer represents and warrants to Licensor that neither the execution and delivery of this Agreement by Customer nor the consummation by Customer of the transactions contemplated by this Agreement will: (i) conflict with or violate any provision of the Certificate of Incorporation or bylaws of Customer or other similar governing documents; (ii) require on the part of Customer any filing with, or any permit, authorization, consent, or approval of any court, arbitrational tribunal, administrative agency or commission, or other governmental or regulatory authority or agency; or (iii) violate any order, writ, injunction, decree, law, statute, rule, or regulation applicable to Customer.

13.3.2 Financial Ability

Customer represents and warrants to Licensor that it presently has sufficient funds and will have sufficient funds available to timely pay Licensor all amounts due or that will come due under this Agreement.

13.3.3 Customer Preparation

If the Licensed Software is to be installed by Licensor, the Customer shall have all requirements ready for installation, including but not limited to, other equipment, connections, and facilities for installation at the time the Licensed Software is delivered. In the event Customer shall fail to have all requirements ready for installation on the scheduled installation date, Customer shall reimburse Licensor for any and all expenses caused by Customer's failure to have requirements ready, unless Customer has notified Licensor at least thirty (30) days prior to the scheduled installation date. In addition, Customer shall fully cooperate with Licensor during the Agreement Term.

13.3.4 Viruses

Customer warrants that it will use commercially reasonable virus detection computer software programs to test any documents, data, or other information prior to uploading into the Licensed Software.

13.4 Error Correction during Warranty Period

13.4.1 Notification of Errors

During the Warranty Period, Customer will notify Licensor verbally of Errors by calling +47 51 95 02 13 or +44 (0) 20 3011 0013 (UK) and provide written notification to Licensor within seventy-two (72) hours of such verbal notification. Licensor may provide Customer with updated telephone numbers from time to time.

13.4.2 Correction of Errors

During the Warranty Period, Licensor shall use its good faith efforts to correct any critical Errors affecting Customer's continued business use of the Licensed Software after Licensor's receipt of notification of the Error.

13.5 Error Correction Following Warranty Period

If Customer desires to obtain additional support or receive upgrades or new versions of the Licensed Software following the conclusion of the Warranty Period, Customer may order such Services, Support, or Maintenance through a separate Order agreed to in writing by the Parties.

13.6 Survival of Representations and Warranties

The representations and warranties made herein shall survive the execution of this Agreement and the termination of any License except as may be expressly indicated otherwise.

14 LIMITATION OF LIABILITY

14.1 DISCLAIMER OF LIABILITY

LICENSOR SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE LICENSED SOFTWARE, SERVICES, SUPPORT, MAINTENANCE, OR HOSTING, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, CLAIMS AGAINST CUSTOMER BY ANY THIRD PARTY OR PERSON, OR BUSINESS INTERRUPTION, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY LICENSOR TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; OR (C) CLAIMS BY CUSTOMER

MADE THE SUBJECT OF A LEGAL PROCEEDING AGAINST LICENSOR MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

14.2 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSOR'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, STATUTE, COMMON LAW, OR OTHERWISE SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES NOT TO EXCEED THE LICENSE FEES PAID BY CUSTOMER AND ACTUALLY RECEIVED BY LICENSOR FOR LICENSED SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

15 OBLIGATIONS THAT SURVIVE TERMINATION

The Parties agree that their obligations under 8 PRICE AND PAYMENTS, 11 PROPRIETARY RIGHTS, CONFIDENTIALITY, AND SECURITY, 14 LIMITATION OF LIABILITY, and 16.1 Prohibition on Assignment and Transfer, 16.6 Governing Law and Venue, 16.7 Non-Applicability of Uniform Commercial Code or Uniform Computer Information Technology Act, 16.11 No Construction against Drafter, 16.12 Representation of Counsel; Mutual Negotiation and 16.15 Severability shall survive the termination of this Agreement.

16 GENERAL PROVISIONS

16.1 Prohibition on Assignment and Transfer

Customer may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of an authorized executive officer of Licensor. Any attempt to assign this Agreement by Customer shall be null and void. For the purposes of this Agreement, the acquisition of an equity interest in Customer of greater than twenty-five percent (25%) by any third party shall be considered an "assignment."

16.2 Amendments, Modifications, or Supplements

Amendments, modifications, or supplements to this Agreement shall be permitted, provided all such changes shall be in writing signed by the authorized representatives of both Parties, and all such changes shall reference this Agreement and identify the specific articles or sections of this Agreement or the particular Order that is amended, modified, or supplemented.

16.3 Independent Contractor

All work performed by Licensor in connection with the Licensed Software or any Services, Support, Maintenance, or Hosting described in this Agreement shall be performed by Licensor as an independent contractor and not as the agent or employee of Customer.

16.4 Compliance with Laws

Licensor and Customer each shall comply with the provision of all applicable federal, state, county and local laws, ordinances, regulations, and codes.

16.5 Security, Access, and Safety Requirements

Licensor shall instruct its employees, agents, and subcontractors that they shall comply with Customer's security, access, and safety requirements for the protection of Customer's facilities and employees while on Customer's premises.

Additionally, the following terms and conditions shall apply to Licensor's subcontractors:

1. Subcontractors must be approved in advance by Customer.
2. Licensor shall be responsible for all payments to subcontractors and shall be responsible for all taxes, payroll deductions and similar items which may result from the retention of such subcontractors by Licensor.
3. Compensation for the services of a subcontractor shall be paid to Licensor by Customer on a pass-through basis and at no profit to Licensor.
4. Any such subcontractor and its employees and/or other personnel shall be bound by the terms and conditions of this Agreement with respect to record keeping and audit, privacy, confidential information, intellectual property, indemnification, representations and warranties (see Sections 7.5 Reports, Payments, Accounting and Inspections, 10 PROPRIETARY RIGHTS, CONFIDENTIALITY, AND SECURITY, 11.3 Indemnification, 12 WARRANTY AND WARRANTY DISCLAIMER), which provisions shall be incorporated into a written agreement between Licensor and such subcontractor.

16.6 Governing Law and Venue

The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of Norway, and any disputes shall be referred to the exclusive jurisdiction of the city Court of Stavanger.

16.7 Non-Applicability of Uniform Commercial Code or Uniform Computer Information Technology Act

The parties agree that this contract is not a contract for the sale of goods; therefore, this Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, any codification of the Uniform Computer Information Technology Act or any references to the United National Convention on Contracts for the International Sale of Goods.

16.8 Waiver of Breach

No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement shall be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.

16.9 Force Majeure

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, or other similar causes beyond its control. If any such an event of force majeure occurs, the Party delayed or unable to perform shall give immediate notice to the other Party, and the Party affected by the other's delay or inability to perform may elect at its sole discretion to: (a) terminate this Agreement upon mutual written agreement of the Parties; (b) suspend any Order for the duration of the condition; or (c) resume performance of such order once the condition ceases with the option of the affected Party to extend the period of any License(s) and this Agreement up to the length of time the condition endured. Unless written notice is given within thirty (30) days after the affected party is notified of the condition, option (c) shall be deemed selected.

16.10 Third Party Beneficiaries

This Agreement is entered into solely for the benefit of Licensor and Customer. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.

16.11 No Construction against Drafter

The Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

16.12 Representation of Counsel; Mutual Negotiation

Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

16.13 Notices

All notices, demands, or other communications herein given by any Party to the other shall be deemed to have been duly given when made in writing and delivered in person, or upon receipt if deposited in the Norwegian mail, postage prepaid, certified mail, return receipt requested, and delivered to Licensor or Customer at the addresses and to the persons described in the signature block to this Agreement, or to such address as the Parties may provide to each other in writing from time to time.

16.14 Enumerations and Headings

The enumerations and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

16.15 Severability

If any of the provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction where enforcement is sought whether on the basis of a court decision or of arbitral award, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of Licensor and Customer shall be construed and enforced accordingly.

16.16 Execution

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The Parties agree that transmission to the other Party of this Agreement with its facsimile signatures shall suffice to bind the Party transmitting same to this Agreement in the same manner as if an original signature had been delivered.

16.17 Entire Agreement

This Agreement, the appendices, and subordinate documents referenced in this Agreement constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both Parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer hereby represents and acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in [13.1 Licensor Warranties](#) of this Agreement. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true, and exact copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement

on the ___ day of _____, _____.

AccountName

Address

Postcode City

Country

By: _____

	Customer Representative
	Title

Xait AS

Luramyrvæien 42

4313 SANDNES

NORWAY

By: _____

	Tore Kristian (Kris) Sæther
	Chief Commercial Officer

XaitPorter Pricing

Software-as-a-Service(SaaS)

For the SaaS license model, each SaaS license is a concurrent license and the fee is annual. The SaaS option includes start-up, maintenance and hosting.

SaaS Price GBP

Concurrent license	cost per license per year in GBP
Per concurrent license per year	GBP 3250

Consultant Fees

Consultant fee per hour GBP 135

Training per day GBP 1250

Support

Telephone support will be charged at a rate of GBP 25 per the start of each fifteen (15) minute increment between 08:00 and 16:00 CET.

We also offer 24/7 support agreements. Price depends on number of licenses and requirements.

Rental Price GBP Local License

Concurrent users	Cost per user in GBP
Per concurrent license per month	GBP 425

Activation Fee for Rental

There is an activation fee of GBP 250 for rental (if you rent on top of purchased licenses).

Calculation of a rented license

One license at GBP 425 x 3 months (minimum rental period) + GBP 250 activation fee = GBP 1525.

SSO & 2FA

SSO (Single Sign On) and 2FA (2 Factor SMS Passcode authentication) is charged at GBP 3250 per annum respectively.

HA Hosting & Dedicated hosting

Priced at request.

24/7 Support

Priced at request.

General

All prices are excl. VAT / travel. Please note that travel is charged at cost + 5%. If travel exceeds 10 hours, and flight is required, business tickets will be purchased. An estimate of travel costs will be provided up-front, when requested.