

Vince Software

Subscription Agreement

The Agreement gives the Customer access and right to use the Vince Software (access to Software subsequently referred to as “Software”) during the Agreement term with such functionality as the Software has at any time.

The Agreement covers the Vince software products in the at any time valid Subscription price plan from Vince. The software products and corresponding pricing subscribed to by the Customer are listed in separate order forms.

1. Scope of the Agreement

The Agreement gives the Customer a time-limited, non-exclusive right to use the Software. The Customer’s right to use the Software shall cease when this Agreement is terminated or for other reason is no longer in force, cf. clause 2.

2. Term of the Agreement and Subscription term

The right of use stated in clause 1 shall continue for so long time as the Agreement is in force. The Agreement is a continuing agreement that lasts until it is terminated according to the provisions in clause 12. The Agreement has a mandatory period calculated from the date the Agreement comes into force and until 12 months after the turn of the month following the date the Agreement comes into force. The period from the date the Agreement comes into force and until the end of the obligatory period is called “Subscription term”. After the expiry of this first Subscription term, the agreement is renewed for new Subscription terms that correspond to the relevant invoicing period.

3. Limited usage

The Agreement gives the Customer a right to install and run the Software at the installation site chosen by the Customer. The right to use the Software is restricted so that the Software should only be installed on hardware that is wholly owned or managed by the Customer. Alternatively, the Customer is entitled to install and use the Software on a system that is managed or owned by a third party (“hosting”). If hosting is used, the Customer shall remain responsible to comply with the Customer’s limited right to use the Software.

The right to use the Software is limited to such number of licenses the Customer at any time subscribes to. If the Customer needs to increase the Agreement to cover additional Users, Modules or Sites then the usage right for additional use shall be ordered from Vince according to the procedure in clause 6.

The Users should only be Customer’s employees or hired personnel who according to an agreement are performing services for the Customer. The Users shall commit themselves to follow these conditions. No others than the Users shall be able to use the Software without a prior written consent from Vince.

The Customer shall not disassemble, decompile or reverse engineer the Software, except in such situations as permitted by mandatory legal law in Norway or if Vince has given its express consent.

In case of breach of these conditions, Vince is entitled to immediately terminate the Agreement and withdraw the Customer’s right to use the Software. Such actions from Vince shall not release the Customer from the obligation to pay for the whole running Subscription term.

The Software licensed under the Agreement cannot be implemented, used, marketed or offered to other parties in a way that is positioned as a public cloud service or multi-tenant online service.

4. Maintenance/Upgrades

The Customer shall be given access to new versions and service releases of the Software as soon as these become available. Updates are released according to potential needs, where the needs shall be assessed by Vince depending on what the changes contain. Examples of changes in new versions and updates might be:

- Fault corrections in the Software as a result of reports received from the Customers.
- Changes to the Software as the result of preventive maintenance.
- Changes in the functionality of the Software because of wishes expressed by the Customers.
- Reprogramming as a consequence of a desired change to the structure of the Software or new drivers etc.
- General improvements/changes in the Software.

Each new version of the Software will be accompanied by an installation guide in electronic format. Normally, a description of changes in the new version compared to the earlier versions will also be provided.

5. Support

Vince will provide Customers with support services in relation to the Products in accordance with what is set out herein.

Support Events will be classified by Vince as an Incident, a Service Request or a Change Request, as applicable. Incident support is included in the subscription fee, provided the Incident was not caused by the Customer and unless otherwise set out herein. Service Requests and Change Requests will be subject to additional charges, unless otherwise provided in any plan agreed separately between the parties.

Incidents are classified by Vince according to the below definitions.

CATEGORY	DESCRIPTION
Critical Incidents	The Product has significantly reduced functionality or performance; which is critical to the business and no work around is available.
Urgent Incidents	The Product has significantly reduced functionality or performance and there is no acceptable work around available.
Inconvenient Incidents	The Product has reduced functionality or performance which are not Urgent Incidents.
Minor Incidents and Remarks	Minor defects or remarks suggesting changes in the Product to improve usability, to correct insignificant faults (i.e. minor faults not significantly affecting the daily use of the Product).

In respect of Incidents, Vince undertake to adhere to the below Response Times, measured from receipt of incident

CATEGORY	RESPONSE TIMES
Critical Incidents	6 Business Hours
Urgent Incidents	10 Business Hours
Inconvenient Incidents	24 Business Hours
Minor Incidents and Remarks	N/A

Customer shall provide Vince with necessary information and documentation reasonably requested in order for Vince to fulfill the obligations hereunder. Should our ability to fulfill our obligations be affected by any products or services rendered by a third party to the Customer, the Customer are responsible

to retain the information and documentation as requested by Vinces. [SEP]

Customer shall name the persons in your organization with the appropriate power of authority to:

- a) issue Service Requests and/or Change Requests; and [SEP]
- b) approve any changes to the Customer configuration as a consequence of resolving an Incident.

Customer shall notify Vince of Incidents without undue delay following detection thereof.

When reporting an Incident Customer shall, where applicable, provide Vince with the following information in English;

- a) the name of the person reporting the Incident; [SEP]
- b) a short description of the Incident and how it is manifested; [SEP]
- c) how the Incident can be reproduced or verified; [SEP]
- d) in what situations, the Incident occurs; [SEP]
- e) the effects of the Incident: and [SEP]
- f) any other relevant information (screen-prints, logs etc.). [SEP]

6. Supplementary orders

Customer can expand the Agreement to cover additional Users, Modules or Sites. The orders shall be issued via an order form. The order shall be placed by the person with the authority to commit the Customer, as specified on the Order Form. The order is binding for Customer when issued, and becomes a part of the Agreement upon Vince's contra-signature of the order. The payment for the expansion of the number of Users, Modules or Sites shall be carried out in accordance with Vince's standard list prices and conditions or as specified on the Order Form

7. Responsibility

The Software, covered by this Agreement, is Vince standard software. Vince's sole responsibility is that the Software essentially conforms to the accompanying documentation.

If the Software does not essentially conform to the accompanying documentation, the Customer will be reimbursed the paid compensation for the Software or delivery of a new version of the Software, that essentially conforms to the accompanying user manual.

No liability can be claimed as a result of faults or errors in the Software, unless expressly stated otherwise in this clause 7, cf. however clause 8.

Vince does not give any warranty or promise that the functionality in the Software will cover the Customer's individual requirements or needs. Vince gives neither any warranty nor any promise that interruptions or errors will not occur during the usage of the Software.

Vince disclaims all responsibility for damages and losses that might be caused by faults or errors in the Software.

Vince shall under no circumstances be responsible for indirect losses, including, but not limited to lost profits of any kind, loss of revenues, loss of anticipated savings or indirect or consequential damages of any kind or losses as a result of delayed startup of operation or operational disruption, lost goodwill, deprivation and third party claims.

Vince is not responsible for damage or losses that might occur because of unauthorized or incorrect use of the Software.

Our aggregate liability for all damages arising out of or related to this Agreement, whether in contract or tort, or otherwise, shall be limited to the total fees actually paid by You under this Agreement during the twelve (12) month period immediately preceding the event giving rise to such liability.

Notwithstanding anything to the contrary, Our limitations of liability under this section 7 shall not apply to

- (a) Our indemnification obligations under Section 8, or
- (b) Our gross negligence or willful misconduct.

8. Legal defects

If a third party starts legal action claiming that the Software infringes other's copyright, title or industrial rights in Norway, Vince shall at its own expense defend the Customer's interest. This should however only apply to the extent the Customer immediately notifies Vince of such claims, that Vince gains control of the case and that the Customer co-operates with Vince in the negotiations and potential court proceedings. Vince shall in such case cover awarded legal costs and compensation. No other claims than these stated in this clause 8 can be put forward against Vince as a result of legal defects.

9. Confidentiality

Vince and everyone that on behalf of Vince receives information about the Customer and the Customer's business, relations and other data, marked as confidential information, are obligated to not expose such information to outsiders without the Customer's consent. This applies accordingly for the Customer. The Customer shall also protect and keep in secrecy all other information that Vince provides to the Customer, or information that the Customer becomes aware of, to the extent that the Customer should have understood that the information is Vince's confidential information.

10. Dispatch

New versions of the Software shall be made available to the Customer as soon as possible after a new version is launched.

11. Prices and payment

The price for subscription to the Software for a Subscription period is specified in the proposal from Vince or a certified Vince Partner. The price is calculated on the basis of the number of Vince licenses that the Customer subscribes to. If the Customer orders additional licenses, the Customer shall be invoiced for the period from the order has been confirmed by Vince and to the end of the running Subscription term. Thereafter, the new licenses shall be included in the basis of the calculation of the next Subscription period, according to the provisions above.

The subscription price for the Software can be adjusted annually, with a maximum increase equivalent to the local price index, without any notification. Any increase takes place in January of each calendar year, based on the increase in the consumer price index in the preceding calendar year, effective from the beginning of the next subscription period.

The Agreement shall be invoiced in advance. The invoice shall cover the period which is agreed in the proposal from Vince or a certified Vince Partner. The first invoice period shall be calculated from the turn of the month following the date the Agreement comes into force.

If the Customer utilizes the Software beyond the limitation of the usage rights in this Agreement, does not pay amounts when due, or otherwise does not fulfil its obligations pursuant to the Agreement, Vince shall have a right to terminate the Agreement with immediate effect. Vince may modify the terms and conditions of the Agreement – including the price for subscription to the Software – with 90 days prior notice, with effect from the start of the following Subscription term.

The Customer recognizes that Vince has a right to include in the Software functionality that locks the Software after a period defined by Vince. This functionality will be effective to the extent the subscription fee are not paid by the Customer when due. The Software will in such cases not be available for use before such amounts, including interest and other potential expenses in relation to the payment default, are paid.

12. Termination of Agreement

Each party can terminate the Agreement. The termination of the Agreement must be done in writing and will have effect from the end of the running Subscription term. A written notice of termination shall be sent to the other party at least 30 days prior to the end of the running Subscription term. The termination shall not involve any form of refund of the compensation and shall only indicate that there will not be extended for the next Subscription term.

If the terminate notice is not issued in accordance with the provisions in the first paragraph, the Agreement shall be automatically renewed for a new Subscription term.

13. Transfer of rights

Vince can in whole or partly transfer its rights and/or obligations pursuant to this Agreement, as long as this does not substantially hinder the performance of the Agreement. The Customer cannot transfer its rights and obligations pursuant to this Agreement without Vince's written approval. Such approval cannot be unreasonably rejected. Vince can in whole or partly let its obligations pursuant to the Agreement be performed by a third party.

14. References and advertisement

The Customers agrees that Vince in its marketing can refer to the Customer and its usage of the Software. The Customer agrees that Vince from time to time can send the Customer relevant information.

15. Changes in contact information

All changes in the Customer's contact information, including address changes and changes of the Customer's contact person with the authority to commit the Customer, shall in writing be communicated to Vince.

16. Right of inspection

Vince can with 14 working days' notice perform inspection at the Customer to verify that the Customer's usage of the Software is in accordance with the provisions of this Agreement. The inspection can be performed by an independent third party. The Customer is not entitled to claim any compensation as a result of Vince's inspection.

17. Disputes

This Agreement shall be governed by Norwegian law and be under the Norwegian courts' exclusive jurisdiction. Oslo city Court shall be the agreed legal venue.