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3. You should print a copy of this Licence for future reference.

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Key Definitions:

“Company” Uni Research AS, Nygårdsgaten 112, 5008 Bergen, Norway

“Computer” personal computer (including tablet personal computer), laptop computer or similar hardware provided that where such hardware is networked it will mean one terminal only

“Licensee or you” (a) the person whose details are entered into the Website and who installs the Software on a Computer for his or her own, personal evaluation; or

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“Software” the machine readable version of the software (including (if any) an electronic copy of related manuals or other documentation) all as specified Today on the Website

“Term” The number of months as set out on the website today

“Today” the date of acceptance of your offer by Uni Research, which will be communicated to you by e-mail

“We or us” Uni Research AS (reg no 985 827 117) Nygårdsgaten 112, 5008 Bergen, Norway

“Website” www.virtualoutcrop.com/lime

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of your agreement to abide by the terms of this Licence, the Company grants to you a non-exclusive license to use the Software solely for evaluation, for the Term, subject to the terms of this Licence.

1.2 This Licence is personal to the Licensee and the Licensee may not transfer the right to use the Software to any other person or company.

1.3 You may not use the Software or any part of it for any purpose other than for its evaluation.

1.4 You may:

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1.4.2 make copies of the Software only for back-up and archival purposes.

1.5 You acknowledge that:

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1.5.3 the Software has not been developed to meet your individual requirements or that use of the Software will be uninterrupted or error free;

1.5.4 it is your responsibility to ensure that the facilities and functions of the Software meet your requirements.

1.5.5 the Company is not able to check for bugs or errors and, therefore, that the Software may not be free of bugs or errors;

1.5.6 whilst the Company has checked the Software for viruses using commercially available virus checking software, the Company cannot confirm that the Software is virus free and gives no warranty to that effect;

1.5.7 you are responsible for the results or output that you obtain from your use or misuse of the Software;

1.5.8 it is not the responsibility of the Company to ensure that you are able to use the Software (for example by ensuring that you have the necessary hardware to run the Software) or that the Software meets your requirements, and if it does not, we shall have no liability to you; and

1.5.9 you have no right to use the Software in source code form or in unlocked coding or with comments.

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3. ACTIVATION

3.1 Once you have accepted the terms of this Licence, we will endeavor to activate the Software or provide a means of activation immediately, unless we have specified otherwise Today on the Website. Where we are unable to activate the Software immediately for any reason, or where we have specified some other time period or method of activation Today on the Website, we will use our reasonable efforts and take reasonable steps to activate the Software or provide a method of activation:

3.1.1 within such specified time period; or

3.1.2 in any event, within one week (7 days) of your acceptance of the Licence.

This does not oblige us to incur any additional cost.

3.2 Occasionally we may not be able to activate the Software or provide a method of activation within one week (7 days) due to factors beyond our control. We will let you know if we become aware of an unexpected delay and will arrange to activate or provide a method of activation of the Software by a different date. In such circumstances, the Term will not start until we have activated, or provided a method of activation of, the Software.

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4.1 You undertake:

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4.1.5 to supervise and control use of the Software and ensure that the Software is used by your employees in accordance with the terms of this Licence; and

4.1.6 not to provide, or otherwise make available, the Software in any form, in whole or in part to any person other than your employees. This includes not providing or otherwise making available program listings, object and source program listings, object code and source code,

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4.2 The actions set out in **clause 4.1.4** are permitted if they are essential for the purpose of achieving inter-operability of the Software with another software program for the use which you are permitted to make of the Software under this Licence, and if the information obtained by you during such activities:

4.2.1 is used only for the purpose of achieving such inter-operability of the Software with another software program;

4.2.2 is not disclosed or communicated to any other person to whom it is not necessary to disclose or communicate it; and

4.2.3 is not used to create any software which is substantially similar to the Software.

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5.1 The Company assumes no obligation to provide assistance of any kind at all in connection with the Software, including without limitation support, maintenance, or the provision of updates or new releases of the Software.

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6.1 Your only right to use the Software is by virtue of this Licence. You acknowledge that all intellectual property rights in or relating to the Software and all parts of the Software are and shall remain the exclusive property of the Company.

6.2 If you make any alterations to, or modifications of, the Software in breach of **clause 4.1.3**, then you agree that any such alterations or modifications will be the exclusive property of the Company. This includes any alterations or modifications that you may make indirectly. You agree to assign the intellectual property rights in such alterations or modifications to the Company upon demand.

6.3 You agree that you will not remove or alter any copyright notices or similar proprietary devices within the Software. These include any electronic watermarks or other identifiers that may be incorporated in the Software or any copy of the Software.

7. TERMINATION

7.1 This Licence will terminate upon the expiry of the Term.

7.2 Any use of the Software which is not in accordance with this Licence will give the Company the right to terminate this Licence immediately.

7.3 Uni Reseach may terminate this Licence immediately by written notice to you if:

7.3.1 you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or

7.3.2 a petition for a bankruptcy order to be made against you has been presented to the court; or

7.3.3 you become insolvent or unable to pay your debts, enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for your winding-up, have a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of your assets, make any composition or arrangement with your creditors or take or suffer any similar action in consequence of your debt; or

7.3.4 you do not comply with **clause 14**; or

7.3.5 anything equivalent or analogous to any of the circumstances specified in **clauses 7.3.2** or **7.3.3** occurs in any applicable jurisdiction.

7.4 Upon termination of this Licence for any reason:

7.4.1 all rights granted to you under this Licence shall end;

7.4.2 you must stop all activities authorised by this Licence; and

7.4.3 you must immediately delete the Software from your Computer and immediately delete all copies of the Software in your possession, custody or control including where you may have incorporated the Software with other third party software.

8. **TRANSFER OF RIGHTS AND OBLIGATIONS**

8.1 This Licence is binding on you and us and on our respective successors and assigns.

8.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it.

8.3 The Company may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of its rights or obligations arising under it, at any time during the Term.

9. **NOTICES**

9.1 All notices given by you to the Company must be given in English or Norwegian to Uni Research AS, Nygårdsgaten 112, 5008 Bergen, Norway, addressed for the attention of the Research Director of Uni Research CIPR.

9.2 The Company may give notice to you at either the email or postal address you provided when accepting the Licence.

9.3 Where either party gives notice to the other by email, such notice will be deemed received 48 hours after the email has been sent to the email address that has been provided which:

9.3.1 in the case of the Company shall be the email address given on the Website; and

9.3.2 in the case of the Licensee shall be the email address given when you accepted the Licence.

10. MISCELLANEOUS

10.1 If we do not:

10.1.1 insist on strict performance of any of your obligations under this Licence; or

10.1.2 exercise any of our rights or remedies under this Licence;

then this shall not constitute a waiver of such rights or remedies and shall not mean that you do not have to comply with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any terms of this Licence shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

10.2 If any of the terms of this Licence is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions. The remaining terms, conditions and provisions will continue to be valid to the fullest extent permitted by law.

10.3 This Licence constitutes the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software to you for the purposes set out in **clause 1.1**.

10.4 No provision of this Licence shall be enforceable by any person other than you and us.

11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Licence that is caused by events outside our reasonable control (Force Majeure Event).

11.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

11.2.1 strikes, lock-outs or other industrial action including by our employees;

11.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

11.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

11.2.4 impossibility of the use of any public or private telecommunications network;

11.2.5 disruption of or failure or cessation of any electricity supply; and

11.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

11.3 Our obligations under this Licence are suspended for the period that the Force Majeure Event continues to affect us. We will have an extension of time to perform these obligations. We will take reasonable steps (without incurring costs) to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence can be performed despite the Force Majeure Event.

12. **OUR RIGHT TO VARY THIS LICENCE**

12.1 At any time during the Term we may revise and amend this Licence where required by the applicable law or governmental or regulatory authority. In such circumstances the new terms will apply to you.

13. **WARRANTIES**

13.1 You warrant that you:

13.1.1 shall not use the Software other than for the purpose of evaluating the Software;

13.1.2 shall not use the Software for longer than the Term unless we have granted you a further licence to do so;

13.1.3 shall not use the Software for commercial purposes or for providing any service to any third party;

13.1.4 are legally capable of entering into binding contracts;

13.1.5 are at least 18 years old if you are an individual; and

13.1.6 shall comply with all relevant import and export laws and regulations affecting the Software applied by the state of Norway.

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14.1 You shall comply with all relevant import and export laws and regulations affecting the Software applied by the state of Norway. You shall not use the Software without first obtaining all written consents or authorizations which may be required by any such import and export laws and/or regulations.

15. **COMPANY'S LIABILITY**

15.1 Nothing in this Licence excludes or limits the Company's liability for:

15.1.1 death or personal injury caused by our negligence;

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 any deliberate breaches of these terms and conditions that would entitle you to terminate this Licence; or

15.1.4 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

15.2 Except as provided under **clause 15.1**, the Company will be under no liability whatsoever to the Licensee (whether in contract (by way of indemnity or otherwise), tort (including negligence), breach of statutory duty, restitution or otherwise), including, without limitation, for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise):

15.2.1 pure economic loss, loss of profits, loss of business, loss of revenue, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated earnings or savings or like loss;

15.2.2 loss of use or value of any data or software;

15.2.3 wasted management, operational or other time;

15.2.4 loss or damage arising out of any failure by the Licensee to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Licensee; and/or

15.2.5 any special, indirect or consequential losses

even if such losses are foreseeable and/or the Company has been advised of or is aware (or reasonably should have been aware) of the possibility of the Licensee incurring or suffering such losses.

15.3 The Licensee acknowledges that the above provisions of this **clause 15** are reasonable and are reflected by the fact that the Software is provided for the purposes of evaluation only and is otherwise provided free of charge, and the Licensee accepts such risk and the Licence on this basis.

16. **INDEMNITY**

16.1 You shall indemnify the Company from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by the Company caused by, or in any way connected with:

16.1.1 the use (whether or not authorised by you) of the Software by any third party;

16.1.2 a breach of this Agreement by you; or

16.1.3 any other negligent or wrongful act by you in any way connected with the Software.

17. LAW AND JURISDICTION

17.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Licence or of any provision of this Licence, including any non-contractual obligations arising out of it, will be governed by the laws of Norway.

17.2 The courts of Norway will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Licence. You and we irrevocably agree to submit to that jurisdiction provided that the Company may seek injunctive relief in any court of competent jurisdiction.

18. COOLING OFF PERIOD

18.1 You accept that once you have downloaded the Software and the Software has been activated, that the Term of the Licence has started. You agree to waive any right that you may have to cancel the Licence within any cooling off period set by law.