Software License

Terms and Conditions

1. Definitions

1.1. "Software Systems" shall mean Omega's hosted software application(s) as identified in the Agreement and/or proposal and any Updates thereof.

1.2. "Third Party" shall mean any individual or legal entity who is not named in this Agreement, but who may be affected by it.

1.3. "Third Party Software" shall mean software system(s) owned or supplied by a Third Party

1.4. "Confidential Information" shall mean any non-public data, information and other materials regarding the products, services or business of a party (and/or, if either party is bound to protect the confidentiality of any Third Party's information, of a Third Party) provided to either party by the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. The terms and conditions of this Agreement constitute Confidential Information. Without limiting the foregoing, the Software Systems, Services and all software, source code, inventions, ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, processes, and documentation relating thereto constitutes Confidential Information of Omega.

1.5. "Update(s)" shall mean subsequent releases, fixes and modifications of the Software Systems that Omega makes.

2. Client Responsibilities

2.1. Client shall appoint a project manager with the sole authority to communicate Client decisions to Omega. As reasonably requested by Omega, Client will provide materials and communicate decisions to Omega in a timely manner.

2.2. Client shall ensure that only authorized individuals within Client and Service Provider(s) have access to any usernames or passwords provided by Omega for use with Software Systems and shall not disclose such usernames or passwords to any other individual. Client acknowledges and agrees that it is solely responsible for strictly maintaining the confidentiality and integrity of such usernames and passwords. Client shall notify Omega immediately if the security or integrity of a username or password is compromised.

2.3. Client shall use the Software Systems in compliance with all applicable laws, statutes, rules and regulations. Omega may suspend Client's Access to Software Systems to comply with any law or regulation.

3. Title, Trademarks, Copyright

All title and copyrights in and to the Software Systems or Third Party Software, the printed materials, and any copies of the items are owned by Omega or its suppliers. All title and intellectual property rights in and to the Software Systems or Third Party Software is the property of Omega or its suppliers and may be protected by applicable copyright or other intellectual property laws and treaties. Nothing herein shall convey title or any proprietary rights in or over the Software System or Third Party Software to Client and Client's sole right in relation to the Software System is to use the same for the duration of this Agreement under the terms and conditions herein contained. This Agreement does not grant Client any rights in connection with any trademarks or service marks of Omega or its suppliers.

4. Proprietary Rights, License & Ownership

4.1. Subject to the terms and conditions of this Agreement, Omega hereby grants to Client during the Term a non-exclusive, non-transferable license, without a right of sublicense, to use the Software Systems solely for Client's own internal business use and operations on projects. Client shall obtain no ownership rights, express or implied, or any

other rights in the Software Systems and/or Documentation other than those expressly set forth herein. No copies of the Software Systems or Documentation may be made without Omega's prior written consent. As between Client and Omega, Client will have and retain all ownership rights to the Client Information. Client shall obtain any and all licenses to, or releases of intellectual or proprietary rights in or to the Client Information before delivery to Software Systems. Client warrants that Client Information will not: (i) contain contents that are unlawful, harmful, libelous, obscene, violent, scandalous, or defamatory, (ii) contain viruses or other contaminating or destructive features, or (iii) violate the rights of any third party.

4.2. Subject to the terms and conditions of this Agreement, Client hereby grants to Omega a non-exclusive, non-transferable, worldwide, and royalty-free license and right to use, reproduce, copy, back-up, modify and transmit electronically or otherwise the Client Information in whole or in part for the purpose of performing its obligations under this Agreement. Omega will have and retain all title and ownership of, and other rights in and to, the Software Systems and Documentation, and all materials utilized or developed by Omega in connection with this Agreement, other than Client Information.

4.3. Client shall not use any reverse compilation, decompilation or disassembly techniques or other methods to determine any design structure, concepts and construction method of the Software Systems or replicate the functionality of the Software Systems for any purpose.

5. Basis for Payment

At the end of each month Omega will generate a PMCS report showing how many users had access to the system during the month. The report will be used as the basis for Omega's invoice for the monthly Software as a Service charge. The charge will be calculated using the agreed per module pricing. The report will be sent to Client as an attachment along with the invoice.

6. Payment Terms

6.1. Client shall pay Omega the prices, as specified in the Agreement.

6.2. Client shall pay all expenses of Omega authorized by Client in advance.

6.3. Each payment to be made to Omega under this Agreement shall be paid by Client, within sixty (60) days of receipt of the invoice.

6.4. For overdue payments, Client shall pay a financial charge of 1%, per part or complete month on the overdue balance. If Client fails to make payments according to this Agreement, Client shall cover legal cost, proceedings and expenses required by Omega to correct the situation. Failure by Client to provide payments according to this Agreement is a substantial breach of the Agreement.

6.5. Client may withhold disputed sums from an invoice if the invoice is not in correspondence with agreed prices as specified in this contract. Any such disputed amount shall not be due until the dispute is resolved.

6.6. Escalation of prices: $P1 = P0 \times L1/L0$ if $P1 > P0$ where
P1 = Revised price
P0 = Current price
L1 = Index for average agreed salary in the Norwegian oil- and gas industry published 3rd. quarter.
L0 = Index for average agreed salary in the Norwegian oil- and gas industry published 3rd. quarter last year.

7. Taxes

All charges and fees exclude taxes and mandated withholdings. If Omega is required to pay sales, use, value-added or other taxes resulting from sales made under this Agreement, then such taxes will be billed to and reimbursed to Omega by Client. All charges and fees are net of any withholdings.

8. Warranties

To the maximum extent permitted by applicable law, Omega and its suppliers disclaim all warranties other than as expressly provided in this Agreement. All items and Software Systems are supplied as is and with all faults. There are no warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to Software Systems, and the provision of or failure to provide support services.

9. Infringements

9.1. Omega warrants that as of the date of signing of this Agreement it is the legitimate owner of the Software System.

9.2. Client acknowledges that Omega owns and/or controls and has a proprietary interest in the Software System.

10. Enhancements

10.1. Any comments or information provided to Omega regarding the Software System, (e.g. feedback, suggestions, ideas, concepts) (collectively, the "Submissions"), shall be deemed, and shall remain, the property of Omega. None of the Submissions shall be subject to any obligation of confidence on the part of Omega, and Omega shall not be liable for any use or disclosure (including publication in any medium) of any Submissions except Confidential Information as set forth in Section 13. Without limitation of the foregoing, Omega shall exclusively own all now known and hereafter existing rights to the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, commercial or otherwise, without compensation to the provider of the Submissions, as much as it applies to the Software System.
Client may request restrictions on a Submission by issuing a written notice to Omega. Omega and Client to evaluate implications of the request and to establish appropriate arrangements for protection of Client's Submission

11. Scheduled Maintenance.

11.1. Omega will use commercially reasonable efforts to perform any scheduled downtime outside of Client's normal business hours. Omega shall make reasonable efforts to notify Client of scheduled downtimes at least 48 hours in advance.

12. Limitation of liability

12.1. The liability of Omega in respect of each event or series of connected events shall not exceed NOK100.000.

12.2. To the maximum extent permitted by applicable law, in no event shall either party or its suppliers be liable to the other party for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information).

13. Non-Disclosure

13.1. Disclosure and Use: The Confidential Information disclosed by either party ("Disclosing Party") to the other ("Receiving Party") constitutes the confidential and proprietary information of the Disclosing Party and the Receiving Party agrees to treat all Confidential Information of the other in the same manner as it treats its own similar proprietary information, but in no case shall the degree of care be less than reasonable care. The Receiving Party shall use Confidential Information of the Disclosing Party only in performing its obligations under this Agreement and shall retain the Confidential Information in confidence and not disclose to any third party (except as authorized under this Agreement) without the Disclosing Party's express written consent. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, and such employees and contractors must be bound by this Agreement or have entered into agreements with the Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein.
13.2. Exceptions: Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure; (iv) is approved for release by written authorization of the Disclosing Party; (v) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; or (vi) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure and reasonably cooperates with the Disclosing Party in limiting such disclosure.
13.3. Information Submissions: Except as expressly stated otherwise in this Section 13, any information, ideas or material sent to Omega by Client including, but not limited to, product or service suggestions or enhancements, business methods, or any similar information will be deemed not confidential, and by sending such information Client hereby grants Omega an unrestricted, irrevocable license to use, reproduce, display, modify, transmit, and distribute those materials or information. Except as expressly stated otherwise in this Section 13, Client agrees that Omega is free to use any ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes that Client gives to Omega for any purpose.

14. Term of Agreement

The initial term of the agreement shall be 3 years from the Effective Date. Thereafter, the Agreement shall be renewed automatically for subsequent 1 year terms, unless either party gives notice of its intent to terminate no less than 30 days prior to the end of the then-current term. The Initial Term and any subsequent renewal terms are collectively referred to herein as the "Term."

15. Termination

Client may terminate this Agreement at any time, also within the initial 3 year period, ref clause 13, by not less than ninety (30) days prior written notice to Omega provided always that termination under this paragraph shall not entitle Client to a refund of any part of compensation already paid or prevent Omega from recovering any balance outstanding thereof.

15.1. If either party commits a substantial breach of any provision of this Agreement and fails to remedy any such breach within thirty (30) days of written notice thereof from the other part then the other part may give a written notice declaring that this Agreement is terminated with immediate effect.
Termination under this paragraph shall not entitle Client to a refund of any part of the compensation already paid or prevent Omega from recovering any balance outstanding thereof.

15.2. Client may terminate personnel hired under these conditions after payment of the Rates in full by giving thirty (30) days prior notice in writing to Omega.

15.3. On the expiration or termination (for whatever cause) of this Agreement Client shall be entitled to recover possession from the Omega of all the data (however amended) supplied to or provided by the Client to Omega and in existence at the time of expiration or termination or require Omega to destroy the same and certify that it has done so.

16. "Force Majeure"

Neither party shall be responsible for delays or failures in performance resulting from acts reasonably beyond the control of that party.

17. Variations and amendments

No variation to this Agreement shall be binding on either party unless such variation is issued in a document clearly identified as a Variation Order and signed by the nominated representatives of both parties. In the event of changes, an Amendment shall be issued and executed by duly authorized representatives of the parties.

18. Miscellaneous

18.1. This Agreement does not limit or restrain the right of the Omega to execute Agreements for the supply of personnel with other clients.

18.2. This Agreement does not limit or restrain the right of Omega to execute agreements for the Software System or any components thereof with other Clients.

18.3. The documentation and all of Omega's obligations under this Agreement are subject to compliance with all applicable export control laws and regulations, and Client shall comply with, and bear all costs associated with, such compliance.

18.4. Client understands and acknowledges that Omega is in the business of providing products and services which are or may be substantially similar to the Software System, Services to third parties. Client understands and agrees that this Agreement does not prevent Omega from pursuing its stated business with such third parties.

18.5. Both parties shall be free, and hereby grant a license, to use the other party's name and company logo and non-confidential information for promotional purposes only.

19. Applicable law and legal venue

19.1. All disputes arising from the execution of, or in connection with the Agreement, shall be settled through friendly consultation between the Parties. If no settlement can be reached through consultation within ninety (90) days after either Party has given written notice to the other Party of the existence of a dispute under this Article, the dispute shall be submitted to arbitration with the Norwegian court. The language of arbitration shall be Norwegian. The place of arbitration shall be Stavanger. The arbitral award shall be final and binding on both Parties. The losing Party shall bear the expenses of arbitration, if not otherwise decided by the arbitration tribunal.

19.2. During the arbitration proceeding, the Agreement shall continue to be executed by the Parties, except, for the part, which is under arbitration.

19.3. The formation of this Agreement, its validity, termination, interpretation, execution and the settlement of any dispute arising there under shall be governed by the substantive law of Norway.

19.4. Cause of Action Time Limit: No cause of action may be brought against Omega under this Agreement more than 12 months after the facts giving rise to such cause of action first arose.