



# STANDARD LICENSE AGREEMENT 2.0

This agreement (hereinafter referred to as "**Agreement**") is made between Kalitte Inc. (hereinafter referred to as "**Kalitte**") and Licensee (hereinafter referred to as "**Licensee**").

**WHEREAS**, Kalitte is the owner of JDash.Net software

**WHEREAS**, Licensee is a commercial business that wishes to utilize these software products bundled or integrated with their own software products.

**NOW THEREFORE**, in consideration of the mutual covenants herein, Kalitte and Licensee hereby agree to be legally bound as follows:

## 1 Definitions

**Agreement** shall mean the standard terms and conditions in this document;

**Confidential Information** shall mean any and all written, verbal or demonstrated information provided by a Disclosing Party in connection with this Agreement; Confidential information includes, without limitation, information relating to inventions, trade secrets, know-how, methods, processes, creations, conceptions, technologies, algorithms, other intellectual property, products, improvements, product formulae, services, finances, business plans, marketing plans, legal affairs, supplier lists, customers, customer lists and related data, potential customers, business prospects, business opportunities and the like, which relate in any manner to a Party's actual or anticipated business, its affiliates, subsidiaries, or divisions, or to its actual or anticipated areas of research and development;

**Delivery date** Shall mean the invoice issue date;

**Developer** shall mean any person who directly or indirectly further develops the Software for Licensee;

**Disclosing Party** shall mean a Party that discloses information to a Receiving Party;

**Kalitte** shall mean Kalitte Inc;

**License** shall mean the license granted by Kalitte according to clause 3 and Clause 5; Licensee shall mean the company / person holding a license and contracting party to this Agreement;

**License Fee** shall mean the fee payable to Kalitte for utilization of the Software in accordance with the License;

**Major Release** shall mean substantial news and improvements, possibly redesign and refactoring of the API. Such a release is marked by a new number in the first position of the version number, from example from 2.x to 3.0;

**Minor Release** shall mean minor news and bug fixes. Such a release is marked by a new number in the second position of the version number, for example from 3.0.x to 3.1.0;

**Party** shall mean Licensee or Kalitte individually;

**Parties** shall mean Licensee and Kalitte jointly;

**Receiving Party** shall mean a Party that receives information from a Disclosing Party;

**Single Website** shall mean a collection of web pages that all have the same domain name (organizational level) and that serve and are operated by one single entity or Licensee;

**Software** shall mean software products, applications or other software solutions marketed by Kalitte;

**Third Party or Third Parties** shall mean any other party than the Parties;

**Working days** shall mean any day (other than Saturday, Sunday or legal holiday) on which legal business can be conducted.

## 2 Copyright

The Software is the property of Kalitte and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

## 3 Grant of License

- i. Subject to this Agreement, Licensee is granted a perpetual, non-exclusive and nontransferable License to install and utilize the Software.
- ii. Licensee may produce copies of the Software necessary for lawful backup and archival purposes. Any copy of the Software made by Licensee in accordance with the License shall contain all the proprietary notices contained in the original copy.
- iii. Licensee may not transfer, rent, lease, lend, sell, copy, redistribute or sublicense the Software to Third Parties. Any attempt to do so is considered a substantial breach of this Agreement. Any works developed or derived from the Software, to Third Parties as a consultant job or as a SaaS, Intranet or Web Applications are allowed.
- iv. Licensee undertakes not to use the Software in any way that would compete with the Software during the term of this Agreement and for a period of three (3) years after termination.
- v. Licensee shall include in its documentation that the Software is owned by and licensed through Kalitte. Furthermore, Licensee undertakes not to declare or give the impression that the Software in any way endorses Licensee's own work, and not to use any titles, trademarks, labels, or logos found in the Software in Licensee's own titles, products names, service names, or domain names.
- vi. Kalitte reserves all rights not expressly granted to Licensee in this Agreement. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that: (i) except as specifically set forth in this Agreement, Kalitte retains all rights, title and interest in and to the Software and Licensee does not acquire any right, title, or interest to the

Software except as set forth herein; (ii) any configuration or deployment of the Software shall not affect or diminish Kalitte's rights, title, and interest in and to the Software. Nothing in this Agreement shall limit in any way Kalitte's right to develop, use, license, create derivative works of, or otherwise exploit the Software, or to permit Third Parties to do so.

## 4 Marketing

Licensee may use Licensee's own descriptions of the functionality provided by the Software for the purposes of marketing Licensee Product(s) insofar the descriptions are not misleading. Licensee shall not do anything that might misrepresent the ownership of the Software.

## 5 License Types

Licensee may opt between the following types of commercial licenses:

### 5.1 Single Website License

A Single Website License allows Licensee to use the Software freely within the frames of one Single Website under a single domain.

### 5.2 Developer License

A Developer License allows Licensee to have an agreed number of its Developers install, use and further develop the Software solely on Licensee's and Licensee's customer's websites, web applications and intranets.

### 5.3 OEM License

An OEM License allows Licensee to embed JDash software into its single product or use JDash inside a single SaaS application. OEM license allows licensee to have an unlimited number of its Developers install and use.

### 5.4 Company License

A Company License allows Licensee to embed JDash software into unlimited number of products or use JDash inside unlimited number of SaaS applications. Company license allows licensee to have an unlimited number of its Developers install and use and also includes source code.

## 6 License Fee

For all Software comprised by a License, Licensee shall pay a separate License Fee. The License Fee shall be calculated based on Kalitte's then current price list. Payment method is described on [jdash.net](http://jdash.net).

## 7 Term and Termination

The Term of the License is perpetual.

Either Party may without prejudice to any other rights terminate this Agreement if the other Party fails to comply with the terms and conditions of this Agreement. In such event, Licensee must immediately destroy all copies of the Software in Licensee's possession, including but not limited to, all confidential information.

## 8 Delivery

The Software is made available for download via [jdash.net](http://jdash.net) website.

## 9 Support and Maintenance

Licensee may opt Premium Support terms.

### 9.1 Premium Support

During the first twelve (12) months after delivery date, if Licensee has acquired Premium support, Licensee is allowed to deploy any new, corrected or enhanced version of the Software. Such enhancement shall include all minor and major releases.

During the term of this agreement, Licensee has full access to Kalitte's online support services, as set forth on Kalitte's website

Licensee shall also without additional charge have the right to receive ten (10) hours of technical support during the first twelve (12) months after delivery date.

Technical support is limited to e-mail support from Kalitte's offices during normal business hours(European time) and online chat support as specified on Kalitte's website.

Kalitte will on Licensee's request supply emergency hot fixes to the software. On the subsequent Maintenance release the hot fix will be applied. Extreme bug fixing will on Kalitte's assessment be supported outside the scope of this agreement.

Kalitte will support the last versions of the Software for one year after release of current version. Kalitte shall however, at all times support versions of the Software that are released within 1 year from purchase

### 9.3 Optional Support and maintenance

After expiration of the above-mentioned 12-month period of premium support Licensee may with yearly intervals purchase further Premium Support or Maintenance.

The fee shall be based on Kalitte's current price list, unless otherwise specified agreed upon.

Kalitte may, at its own discretion, and at any time, choose to discontinue the supply of support upon notice to Licensee, and shall in such case refund any unearned Support Fee(s).

## 10 Warranty

For a period of ninety (90) days following delivery date of the Software (the "Warranty Period"), Kalitte warrants that the Software will perform substantially in accordance with Kalitte's written specifications provided that it has been used with the appropriate and suitable technical equipment.

In the event of breach or alleged breach of this warranty, Licensee shall promptly notify Kalitte and return the Software to Kalitte at Licensee's own expense. Licensee's sole remedy in such an event shall be that Kalitte shall correct the Software so that it operates according to the warranty. This warranty shall not apply to Software that has been modified or used improperly or on an operating environment not approved by Kalitte.

Kalitte warrants that it has the full and unconditional ownership of the Software. Kalitte warrants that no part of this Agreement interferes with intellectual property rights of any Third Party and that Licensee may make full use of the License granted to it in full knowledge of the above.

Licensee's exclusive remedy for any breach of the limited warranty is as set forth above. Licensee is not entitled to any damages, including but not limited to consequential damages, if the Software does not meet the limited warranty.

## 11 Limitation of Liability

All software and maintenance and support services are provided 'as it is' and may have errors or omissions.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE OR ANY THIRD PARTY, IS KALITTE LIABLE FOR (i) LOSS OF, OR DAMAGE TO, DATA; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR (iii) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

Either Party's liability for damages to the other Party for any cause whatsoever related to this Agreement, shall be limited to the License Fees paid or due by Licensee for the Software in question.

## 12 Intellectual Property Infringement

During any term of this Agreement, if any portion of the Software is infringing any Third Party intellectual property rights and Licensee incurs a liability or expense as a result of such holding, then Kalitte will, notwithstanding clause 11 of this Agreement, cover direct expenses incurred by Licensee and Licensee's further sole remedy shall be, and Kalitte will at its option: (i) obtain the right for Licensee to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or (iii) refund all a pro-rata portion of the money paid by Licensee for the infringing Software, where such prorated amount is determined on a straight line depreciation basis over a three (3) year period, and all of Licensee's rights and Licenses under this Agreement shall automatically terminate.

## 13 Confidentiality

Each Party acknowledges that Confidential Information is proprietary and valuable to Disclosing Party and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Disclosing Party.

Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by Receiving Party from a Third Party, which Third Party is in rightful possession of Confidential Information, (iii) becomes generally known to the public subsequent to the time of such disclosure, but not as a result of disclosure by Receiving Party, or (iv) prior to signing of this Agreement, is already in the possession of Receiving Party.

Obligations of Receiving Party in Regards to Confidential Information:

- i. In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto;
- ii. To use Confidential Information for the sole purpose of fulfilling this Agreement unless otherwise agreed to in express writing by the Parties.
- iii. Not to duplicate, in whole or in part, any Confidential Information.
- iv. Not to disclose Confidential Information to its members, officers, employees, affiliates, counsel or consultants except on a need-to-know basis and each such person receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement.
- v. Not to disclose Confidential Information to any Third Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party.

This confidentiality clause (clause 13) shall survive any termination of the Agreement however occasioned.

## 14 Relationship Between the Parties

Kalitte is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.

## 15 Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

## 16 Waiver

The waiver by either Kalitte or Licensee of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Kalitte's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued.

## 17 Licensee Name

Kalitte is hereby granted the permission to use Licensee name on the customer list on Kalitte's website, unless otherwise agreed.

## 18 Non-assignment

Neither Party shall assign or transfer all or any part of its rights under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

## 19 Applicable Law and Legal Venue

This Agreement shall be governed by and construed in accordance with the laws of Norway.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the Parties shall seek to solve amicably through negotiations. If the Parties do not reach an amicable solution within two (2) weeks, any dispute, controversy or claim shall be finally settled by arbitration before the Oslo Chamber of Commerce (OCC) (Oslo Handelskammer) that shall have exclusive jurisdiction over all disputes arising in connection with this Agreement. Arbitration shall be conducted in Oslo, before one arbitrator appointed in accordance with the OCC Rules. All arbitration shall be conducted in English. Judgment upon any arbitral award rendered in any such arbitration is confidential and may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance of award and an order of enforcement, as the case may be.