

# Synergy SKY End User License Agreement

Effective: January 1, 2017

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You will not and will not allow a third party to:

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- b. modify, adapt or create derivative works of the Software or Documentation;

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- d. make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Synergy SKY in writing;
- e. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Synergy SKY in writing;
- f. Remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software; or

## 6. Third Party Use of Software.

You may permit a third party to Use the Software licensed to You under this EULA if such Use is solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this EULA. You agree that you are liable for any breach of this EULA by that third party.

## 7. Limited Warranty and Disclaimer.

### a. Limited Warranty.

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- a. already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and
- b. limit Your Use of Upgrades or copies to Use on devices You own or lease; and
- c. unless otherwise provided in the Documentation, make and Use additional copies solely for backup purposes, where backup is limited to archiving for restoration purposes.

10. Audit. During the license term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow Synergy SKY and its auditors the right to examine such records and any applicable books, systems (including Synergy SKY product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

11. Term and Termination. This EULA shall remain effective until terminated or until the expiration of the applicable license or subscription term. You may terminate the EULA at any time by ceasing use of or destroying all copies of Software. This EULA will immediately terminate if You breach its terms, or if You fail to pay any portion of the applicable license fees and You fail to cure that payment breach within thirty (30) days of notice. Upon termination of this EULA, You shall destroy all copies of Software in Your possession or control.

12. Transferability. You may only transfer or assign these license rights to another person or entity upon written approval from Synergy SKY. Any attempted transfer or, assignment not in compliance with the foregoing shall be void and of no effect.

13. US Government End Users. The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

14. Export. Synergy SKY Software, products, technology and services are subject to local and extraterritorial export control laws and regulations. You and Synergy SKY each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products and technology and will obtain all required local and extraterritorial authorizations, permits or licenses.

15. Survival. Sections 4, 5, the warranty limitation in 7(a), 7(b) 7(c), 8, 10, 11, 13, 14, 15, 16 and 17 shall survive termination or expiration of this EULA.

16. Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Norway, without giving effect to the choice of law principles thereof.

Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be settled by the general courts of Norway with Oslo tingrett as first instance.

17. Integration. If any portion of this EULA is found to be void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, the EULA constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language.

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