

License Agreement for Horizons Consoles

1. Introduction

- 1.1. This license (the "License") summarises the Terms and Conditions for Use of the licensed versions of the Horizons Console(s) (as defined below) for Horizons CAPI, Horizons Kiosk and Horizons CATI.
- 1.2. This License is to be read in conjunction with the more detailed master agreement for the Horizons Software agreed between the vendor ("Vendor") and the purchaser (the "Parent Authority") and any subsequent amendments that have been mutually agreed between the Parties, known collectively as the "Parent Agreement", which gives the authorisation for this installation.
- 1.3. In case of conflict or inconsistency between a provision of the Parent Agreement and a provision of this License, it is the provision of the Parent Agreement that shall prevail.
- 1.4. Personnel downloading, installing, copying, using or interacting with Horizons Console ("Console Users"), must only do so on specific instruction given by their Parent Authority, and only at times when such Parent Authority is in possession of a valid Parent Agreement.
- 1.5. The Parent Authority is responsible for ensuring that the Console User is aware of, and complies with the Terms and Conditions of the Parent Agreement, including but not limited to the requirements relating to software prerequisites and console configuration given therein.
- 1.6. The Parent Authority and Console Users, share the common responsibility of ensuring that all installations of Horizons Console are permanently deleted from all Computers and/or other electronic data retrieval systems when the appropriate license is no longer legally in use. Failure to comply with this clause will constitute a material breach of this License and may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent permitted by law.

2. Definitions

- 2.1. CONFIRMIT shall mean the CONFIRMIT Company incorporated under the laws of Norway, including any of its affiliates throughout the world.
- 2.2. "Console(s)" or "Horizons Console(s)" means any program package(s) for Horizons CAPI, Horizons Kiosk or Horizons CATI, or all such products jointly when installed on a Computer so to interface, provide input to, or receive output from, the Horizons Software, where said program package(s) shall comprise:
 - 2.2.1. All of the contents of the files, disk(s), CD-ROM(s) or other media with which this License is provided, including but not limited to (i) CONFIRMIT or third party computer information or software; (ii) related explanatory written materials or files; and (iii) fonts; and
 - 2.2.2. Upgrades, modified versions, updates, additions, and copies of Horizons Console, if any, licensed to you by CONFIRMIT (collectively, "Updates").
- 2.3. "Use" or "Using" means to access, download, install, copy, interact with or otherwise benefit from using the functionality of Horizons Console in accordance with the Agreement.
- 2.4. "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- 2.5. Any other such definitions are as detailed in the Parent Agreement.

3. Grant of License

- 3.1. You should carefully read the following terms and conditions before using, installing or copying this software. Your Use of Horizons Console indicates your acceptance of this License.
- 3.2. This License describes the permitted Use of each Licensed Copy of Horizons Console.
- 3.3. For purposes of this License, you have a valid single-copy license and you have the right to Use a single "Licensed Copy" of Horizons Console. This License does not permit or allow you to distribute Horizons Console software for any purposes whatsoever. Any act to distribute Horizons Console software will be considered a material breach and your License to Horizons Console will automatically terminate, and be rendered null and void.
- 3.4. If you do not agree to all of the terms and conditions of this License, then you are not authorized to access, download, install, copy or interact with Horizons Console with which this License is included.

4. Permitted Use

- 4.1. As long as you comply with the terms of this License, CONFIRMIT grants to you a non-exclusive License to Use Horizons Console for the purposes described herein.
- 4.2. General Use. You may install and Use a copy of Horizons Console on your Computer, and up to the Permitted Number of Computers as authorised in the Parent Agreement.
- 4.3. Use of Horizons Console is only authorised when full and sufficient payment has been made in accordance with the Parent Agreement.
- 4.4. All and any form of support for Horizons Console is to be sought and rendered exclusively via the Parent Authority's Designated Support Contact as defined in the Parent Agreement. On no occasion are Console Users who are not Designated Support Contacts to seek support directly from CONFIRMIT.
- 4.5. As part of this License, CONFIRMIT will process support requests from Designated Support Contacts that relate to general

functionalities of the product, however, support relating to installation, use, synchronization, or other operational issues relating to Horizons Console as installed on Computers will be regarded as Additional Services and offered under the applicable charges thereof.

- 4.6. Nothing within this License shall permit or be inferred directly or indirectly to permit or be interpreted to permit a right to License or Use any other products marketed or developed by CONFIRMIT.
- 4.7. Backup copy. You may make one backup copy of Horizons Console, provided your backup copy is not installed or Used on any Computer. All the terms and conditions applicable to this License shall be fully and equally applicable to any backup copy.

5. Proprietary Rights

- 5.1. Horizons Console and any authorized copies that you make are the intellectual property of and are owned by CONFIRMIT. The structure, organization and code of the Horizons Consoles are the valuable trade secrets and confidential information of CONFIRMIT. Horizons Consoles are protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in Horizons Consoles and all rights not expressly granted are reserved by CONFIRMIT.

6. Restrictions

- 6.1. You shall not copy Horizons Console except as set forth in Section 4.7. Any copy of Horizons Consoles that you make must contain the same copyright and other proprietary notices that appear on or in Horizons Console.
- 6.2. You shall not modify, adapt or translate Horizons Console. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Horizons Console. CONFIRMIT has the right to impose reasonable conditions and to request a reasonable fee before providing any such information. Any such information supplied by CONFIRMIT and any information obtained by you may only be Used by you for the purpose described herein and may not be disclosed to any third party or Used to create any software which is substantially similar to the expression of Horizons Console. Requests for information should be directed to CONFIRMIT by e-mail.
- 6.3. Transfer. You may not rent, lease, sublicense, assign or transfer your rights in Horizons Consoles, nor authorize or allow all or any portion of Horizons Console to be copied onto any other User's Computer.
- 6.4. Horizons Console is provided with "Restricted Rights". Use, modification, duplication, release, performance, display, or disclosure by the U.S. Government or government contractors is subject to the restrictions set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at 48 CFR 52.227-19, and the provisions relating to Rights in Commercial Computer Software or Commercial Computer Software Documentation at 48 CFR 227.7202-3.
- 6.5. Export Restrictions. Horizons Console is subject to certain export restrictions of the United States Government. If you are (a) in a country to which export from the United States is restricted for anti-terrorism reasons, or are a national of any such country, wherever located, (b) in a country to which the United States has embargoed or restricted the export of goods or services, or are a national of any such country, wherever located, or (c) a person or entity who has been prohibited from participating in United States export transactions by any agency of the United States Government, then you may not install, download, access, Use, or license Horizons Console. By accepting this License, you warrant and represent to CONFIRMIT that (1) you do not match the criteria set forth in (a), (b), or (c) above, (2) that you will not export or re-export Horizons Consoles to any country, person, or entity subject to U.S. export restrictions, including those persons and entities that match the criteria set forth in (a), (b), or (c) above, and (3) that neither the United States Bureau of Industry and Security, nor any other U.S. federal agency, has suspended, revoked, or denied your export privileges.

7. Updates

- 7.1. If Horizons Console is an Update to a previous version of Horizons Console, you must possess a valid license to such previous version in order to Use such Update.
- 7.2. All Updates are provided to you on a license exchange basis.
- 7.3. You agree that by using an Update you voluntarily terminate your right to Use any previous version of Horizons Console. Furthermore, you agree that previous versions or copies thereof are not transferred to another party or Computer.

8. No Warranty

- 8.1. Horizons Console is delivered to you "AS IS" and CONFIRMIT makes no warranty as to its Use or performance. CONFIRMIT AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE IN THE JURISDICTION DETAILED IN THE PARENT AGREEMENT, CONFIRMIT MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. The provisions of Section 6 and Section 7 shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to Use Horizons Console after termination of this Agreement.
- 8.2. Further, there is no warranty for any virus scanning feature. Horizons Console does not scan for viruses; although it may run in conjunction with external programs that claim to perform this function. You acknowledge that good data processing procedure dictates that any program, including Horizons Console, must be thoroughly tested with non-critical data before there is any reliance on it, and you hereby assume the entire risk of all use of the copies of Horizons Console covered by this License. This disclaimer of warranty constitutes an essential part of this License.
- 8.3. In addition, in no event does CONFIRMIT authorize you or anyone else to Use Horizons Console in applications or systems where Horizons Console's failure to perform can reasonably be expected to result in a significant physical injury, or in loss

of property, or in loss of life. Any such Use is entirely at your own risk, and you agree to hold CONFIRMIT harmless from any and all claims or losses relating to such unauthorized Use.

9. Limitation of Liability

- 9.1. IN NO EVENT WILL CONFIRMIT OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A CONFIRMIT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY.
- 9.2. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE JURISDICTION GIVEN IN THE PARENT AGREEMENT. CONFIRMIT'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS LICENSE SHALL BE LIMITED TO THE AMOUNT PAID FOR THE HORIZONS CONSOLE, IF ANY.
- 9.3. Nothing contained in this Agreement limits CONFIRMIT's liability to you in the event of death or personal injury resulting from CONFIRMIT's negligence or for the tort of deceit (fraud).

10. General

- 10.1. This License is a summary of the Parent Agreement between the Parties on the subject matter hereof.
- 10.2. There are no third-party beneficiaries of any promises, obligations, or representations made by CONFIRMIT herein. Any waiver by CONFIRMIT of any violation of this License or the Parent Agreement by you shall not constitute, nor contribute to, a waiver by CONFIRMIT of any other or future violation by you of the same provision, or any other such provision.
- 10.3. If any part of this License or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, it shall be deemed severable, and the validity of the remainder of this License, or the application of such provision to other persons or circumstances, shall not be affected thereby.
- 10.4. If any part of this License is found void and unenforceable, it will not affect the validity of the balance of this License, which shall remain valid and enforceable according to its terms. This License shall not prejudice the statutory rights of any Party.

11. Governing Law

- 11.1. This Agreement will be governed by and construed in accordance with the jurisdiction detailed in the Parent Agreement.