

## ZWIFFI® AS SUBSCRIPTION - AND SERVICE AGREEMENT

Use of the Zwiffi Enterprise Cloud System software (Zwiffi) with the corresponding databases (the "Software") including, APP, websites, webpages and documentation is subjected to the terms of this legal agreement between you and Zwiffi AS

Zwiffi AS is willing to grant you, or, if you represent an entity or other organization, that entity or organization (in either case, "You") a limited license to download, install, and operate the Software and to access and use online services accessible through the Software (the "Services") on the condition that You accept and agree to be bound by the terms of this License and Service Agreement (the "Agreement").

If You do not agree to be bound by the Agreement, please exit the download or installation process and refrain from any further use of or access to the Software or the Services.

By clicking on the "accept" button (or by otherwise downloading, installing, using, or accessing the Software or Services) You acknowledge that You have read and understood the terms of the Agreement and You agree (on your own behalf and, if You represent an entity or other organization, on behalf of that entity or organization) to be bound by the terms of the Agreement. If You do not agree to the terms of the Agreement, Zwiffi AS does not grant You access to the Software or access to the Services. You must then click on the "do not accept" button below to discontinue the download or installation process.

### 1. PRIVACY

Through the use of the Services [www.zwiffi.com](http://www.zwiffi.com) you leave an electronic trail. The trail is formed because your browser automatically sends variety of information to Zwiffi AS each time you request to view a page. It is for example information about the browser and version you are using and your Internet address (IP address).

For each page that shown, the following information is saved:

- Which page you look at
- Date and time
- What browser you use
- Your IP address

None of the information will be used to identify individuals. Zwiffi AS use this information to generate statistics that indicate which pages are most popular. The statistics are a tool to improve our services.

We (Zwiffi) never share your data with other companies or individuals.

You will always have access to your personal data in Zwiffi, and you may change and delete it at any given time you want.

## **2. ACCESS TO THE SOFTWARE**

### **2.1. Software ( Zwiffi Enterprise Cloud System )**

Subject to Your compliance with the Agreement, and for its duration, Zwiffi AS grants You a non-exclusive, personal, non-assignable, non-sub licensable limited license solely to install and operate the Software and to access the databases through the Software on a single smart phone or other similar personal mobile electronic device owned or controlled by You ("PDA"). only for Your own company, commercial purpose and in accordance with any applicable documentation.

### **2.2. Third-Party Software**

The Software may contain or include software code owned or provided by third-party licensors ("Third-Party Software"). For any Third-Party Software subject to the terms of a third party software license (a "Third-Party License"), the Third-Party License shall apply to the Third-Party Software independent of the terms of the Agreement.

## **3. ACCESS TO THE SERVICES**

### **3.1. Scope of use**

During the term of the Agreement, Zwiffi AS will provide You with the right to access and use the Services through the normal operation of the Software solely for Your own internal, commercial purpose in accordance with the Agreement and any applicable documentation accompanying the Software or otherwise provided to You by Zwiffi AS.

### **3.3. Accounts**

To access the Services You must establish an account (the "Account"). Each Account and the user identification and password for each Account (the "Account ID") is personal. If You are an individual, each Account ID may be used only by You alone. If You are acting on behalf of an entity or organization, each Account ID may be used only by a single designated individual within Your organization or person acting on your behalf.

You will be the sole responsible for all use of the Services taking place through Your Account. You are obliged to ensure the security and confidentiality of Your Account ID and will notify Zwiffi AS immediately if any Account ID is lost, stolen or otherwise compromised.

You acknowledge that You will be fully responsible for all liabilities and damages incurred through the use of Your Account or under any of your Account IDs (whether lawful or unlawful). Any transactions completed through your Account or your Account ID will be deemed to have been lawfully completed by You. In no

event will Zwiffi AS be liable for the foregoing obligations or the failure by You to fulfill such obligations.

### **3.4 GPS services and battery usage:**

Zwiffi only uses GPS periodically to provide more accurate information. The use of the GPS when the app is activated will shorten your battery time.

## **4. LIMITATIONS AND RESTRICTIONS ON ACCESS AND USE**

### **4.1. Commercial use**

An entity or other organization's use of Software or access to the Services for individuals within that entity or organization shall not constitute commercial use in violation of the agreement, as specified in section 2 and 3.

### **4.2. Services to third-parties**

The Software or Services may not be used to provide services to third-parties.

### **4.3. Access, use, trademarks etc.**

You may not: (1) modify, translate or create derivative works from the Software; (2) use or merge the Software or Services, or any component or element thereof, with other software, databases or services not provided by Zwiffi AS; (3) sublicense, distribute, sell or otherwise transfer the Software or Services (or the use thereof) to any third party; (5) reverse engineer, disassemble or otherwise attempt to derive the source code or structure of the Software or Services; (6) interfere in any manner with the operation of the Software or Services or attempt to gain unauthorized access to the Software or Services; or (7) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to the Software or Services. You agree not to develop, distribute or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with the Software or Services.

You may not remove, alter or obscure any copyright notice or any other proprietary notice that appears on or in the Software or Services.

### **4.4. Indemnification**

You agree to indemnify, defend, and hold Zwiffi AS and its officers, directors, employees, agents and licensors harmless against all claims, actions, liabilities, losses, damages and costs (including, without limitation, reasonable attorney's fees) that may at any time be incurred by any of them by reason of any allegations, claims, suits or proceedings arising from: (1) Your use of or access to the Software or Services (or any use of or access to the Software or Services through Your Account or using Your Account ID); or (2) any breach by You of any representation, warranty or other term or condition of the Agreement.

## 5. INTELLECTUAL PROPERTY RIGHTS

### 5.1. Reservation of Rights in Zwiffi AS Services.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Zwiffi AS Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

### 5.2. Restrictions.

You shall not (i) permit any third party to access the Zwiffi AS Services except as permitted herein, (ii) create derivative works based on the Zwiffi AS Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Zwiffi AS Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Zwiffi AS Services, or (v) access the Zwiffi AS Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Zwiffi AS Services.

### 5.3. Your Data.

Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

## 6. CONTENT

### 6.1. Existing Content

The Services may provide You with access to certain Content, whether originated from Zwiffi AS ("Zwiffi AS Content") or its third party content providers ("Third Party Content") – collectively "Existing Content".

Access to and use of Third Party Content may be contingent on Your agreement to the terms of a separate agreement with the provider of such Third Party Content. You alone will be responsible for complying with the terms of any such separate third party agreement.

### 6.2. Use of Content

Your right to access and use the Content is limited. The limitations set forth in section 2, 3 and 4 apply.

The right to use the Content may expire or require periodic updating through the Services. Upon expiration of any portion of the Content, Your rights to access and use that Content will terminate.

### 6.3. User Content

The Services may provide You with access to forums, bulletin boards, chat rooms or other functionalities through which You may provide or upload content such as text, pictures, video and audio through the Services ("User Content"). You agree not to upload or provide any User Content that is: (a) libelous, defamatory,

obscene, abusive, pornographic, threatening or represents an invasion of privacy; (b) infringing or misappropriating intellectual property or other rights of any third party; (c) illegal in any way or that advocates illegal activity; (d) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate the Software, Services or any system, data or personal information; (e) false, misleading or inaccurate; or (f) an advertisement or solicitation of funds, goods, or services.

Zwiffi AS will not be responsible or liable for any deletion, correction, destruction, damage, or loss of or to any User Content.

Zwiffi AS is under no obligation to review any User Content for accuracy or potential liability. You represent and warrant that You own all right, title, and interest in and to any User Content that you make available and that You have sufficient rights to grant Zwiffi AS the rights included in the Agreement. However, Zwiffi AS retains the right to remove illegal User Content or Existing Content in conflict with the Agreement if inaction may lead to criminal or tort liability.

#### **6.4. Claims of infringement**

If You in good faith believe that your copyrighted work has been reproduced on the Services without authorization in a way that constitutes a copyright infringement, You must notify our designated copyright agent by mail to:

[zwiffi@zwiffi.com](mailto:zwiffi@zwiffi.com)

Attn: Copyright Infringement

Please provide the identity of the infringed work and information of the allegedly infringing work.

## **7. TRANSACTIONS AND PURCHASES**

### **7.1. Provision of Purchased Services.**

We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms (if applicable) during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features. In addition to the Agreement, any purchase made through the Services or by use of the Software will be subject to any terms and conditions provided in connection with that purchase.

Unless otherwise indicated in connection with the purchase, purchases made by You through the Services cannot be exchanged and are non-refundable, to the extent permitted by applicable statutory limitations. Purchases made through the Services may be subject to service fees, subscription fees or other charges which also may be non-refundable.

All information that You provide in connection with a purchase or other transaction through the Services must be accurate complete and current. You authorize Zwiffi AS (or a company chosen to act on its behalf) to charge the credit card, debit card or other payment method provided in connection with any transaction through the Services. You will pay all charges incurred in connection with any transaction You initiate (or initiates through Your Account) through the Services.

### **7.2. User Subscriptions.**

Unless otherwise specified Zwiffi AS Services are purchased as User subscriptions and may be accessed by the applicable number of Users for the applicable Zwiffi AS Service. Traditional or full-time agent User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Zwiffi AS Services.

### **7.3 Fees.**

You shall pay all fees for Purchased Services as specified in the billing section of the Zwiffi AS Services, or Order Form, if applicable. We will charge You at a monthly frequency, or as otherwise specified in an invoice or Order Form, if applicable.

## **8. LIMITED WARRANTY**

For a period of 30 days after You first download the Software (the "Software Warranty Period"), Zwiffi AS warrants that the Software, when used as permitted under the Agreement and in accordance with all applicable directions and information provided by Zwiffi AS, will operate substantially as described in such directions and information.

Zwiffi AS does not warrant that Your use of the Software will be error-free or uninterrupted. Zwiffi AS will, at its own expense and as its sole obligation and Your sole remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Software reported to Zwiffi AS by You in writing during the Software Warranty Period. Any such error correction or replacement of the Software provided to You will not extend the original Software Warranty Period.

## **9. DISCLAIMER**

The Software and Services are provided by Zwiffi AS "as is".

You agree that Your access to the Software and Services take place at Your own risk and that You alone are liable for damage or loss You suffer through access to the Software or Services.

## 10. LIMITATION OF LIABILITY

In no event will Zwiffi AS be liable for any direct, consequential, special, indirect, exemplary or punitive damages or liability, whether in contract, tort, or under any other legal theory, in connection with the Agreement. Indirect damages include, but are not limited to loss of parent or provider, loss of profit, revenue, data, loss of reputation and registration.

To the extent the above limitation of liability may not be invoked in your jurisdiction, Zwiffi AS total cumulative liability for any damages and liabilities arising out of or related to the Agreement will be limited to any amount You paid for the Software or Services in the preceding 12 month period.

The said limitations on damages shall not apply in the case willful misconduct on the part of the Zwiffi AS.

## 11. MODIFICATIONS

Except as expressly set forth in the Agreement, the Agreement may be amended or modified only by a written agreement, signed by both parties.

However, Zwiffi AS reserves the right, at any time and without notice, to add to, change, update or modify the Agreement by providing notice to You. Any such addition, change, update or modification will be effective immediately upon such notice.

## 12. NOTICES

Except as expressly stated otherwise, any notices required or allowed under the Agreement is to be submitted to Zwiffi AS by email to [zwiffi@zwiffi.com](mailto:zwiffi@zwiffi.com)  
If You wish to provide a notice regarding indemnification this must be given to Zwiffi AS by postal mail (with delivery confirmation) to the current address of Zwiffi AS (stated on [zwiffi@zwiffi.com](mailto:zwiffi@zwiffi.com)).

Zwiffi AS may send You notices by postal mail to your stated address, including, but not limited to, lost passwords.

With respect to Zwiffi AS notices to You, Zwiffi AS may provide notices (including notices of amendments to the Agreement) to You by providing them through the Software or Services. You agree to periodically check for notices.

In addition, or instead of, Zwiffi AS may give notice by sending e-mail to any e-mail address You provide to Zwiffi AS. Any notice shall be deemed given 24 hours after the notice is actually received by postal mail, provided through the Services or sent by e-mail, as applicable.

## 13. GENERAL

### 13.1 Choice of law and legal venue

The Agreement and the legal relations between the parties arising hereunder shall exclusively be governed by and interpreted in accordance with the laws of Norway. The parties specifically exclude from application on the Agreement the United Nations Convention on Contracts for the International Sale of Goods.

### 13.2. Entire Agreement

The Agreement will be the complete and exclusive understanding and agreement between the parties governing your access to and use of the Software and Services. The Agreement will supersede any oral or written proposal, agreement, or other communication between the parties.

### 13.3 Waiver

All waivers under the Agreement must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

### 13.4. Severability

If any part of the Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party's rights under the Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of the Agreement an enforceable provision that will be as similar as possible in economic and business results as was intended by the unenforceable provision.

## 14. ASSIGNMENT

Neither the Agreement nor any of Your rights or obligations hereunder may be assigned, transferred, or delegated by You in whole or in part, by operation of law or otherwise, without the prior written approval of Zwiffi AS .

## 15. DISPUTES AND LEGAL VENUE

The parties shall first attempt to resolve any disputes, controversies or claims (collectively "Dispute") arising out of or relating to the Agreement through discussions and negotiations.

If a Dispute cannot be resolved amicably between the parties, such Dispute shall be referred to Oslo City Court as mandatory legal venue. However, if You are located in a country that does not have a bilateral or multilateral ruling enforcement treaty with Norway, the Dispute shall be referred to and finally determined by arbitration administered by the World Intellectual Property Organization (WIPO) Arbitration and Mediation Center in accordance with the WIPO Arbitration Rules. The place of arbitration shall be in Oslo, Norway. The arbitrator – of which there shall be only one - shall be bound by the provisions of

the Agreement and base the award on Norwegian law and judicial precedent. The parties agree that the arbitrator shall have the power to decide all matters, including arbitrability, and to award any remedies, including attorneys' fees, costs and equitable relief, available under applicable law. Either party may enforce any judgment rendered by the arbitrator in any court of competent jurisdiction. The parties further agree and acknowledge that arbitration shall be the sole and final remedy for any dispute between the parties. All proceedings and documents shall remain strictly confidential.

## **16. CONFIDENTIALITY**

### **8.1. Definition of Confidential Information.**

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Zwiiffi AS Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

### **8.2. Protection of Confidential Information.**

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

### **8.3. Compelled Disclosure.**

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally

permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

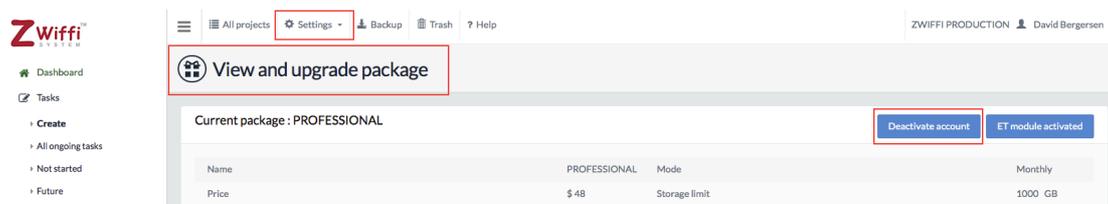
## 17. FORCE MAJEURE

Any failure of Zwiffi AS to perform or delay in the performance of Zwiffi AS obligations under the Agreement due to any cause or event not reasonably within Zwiffi AS control, including but not limited to casualty, labor disputes, failure of equipment or carriers or utilities or compliance with governmental authority, shall not constitute a breach of the Agreement, and Software or Services defect or non-performance shall be excused during such period of force majeure.

## 18. TERM AND TERMINATION

The effective date of the Agreement is the date on which You click the "accept" button, or otherwise first download, install, use, or access the Software.

The Agreement is valid for the paid period. The Agreement is then automatically renewed when next payment are executed. Termination of the agreement you easily do in Settings/View and upgrade package, and click on " deactivate account" still Zwiffi® services will be valid for you in the already paid period.



The Agreement will terminate immediately with or without notice upon Your breach of any of its terms.

Upon any termination of the Agreement, all rights granted to You under the Agreement will cease, any Account You have established will be closed, and You must promptly discontinue all access to and use of the Software, Services and any Content downloaded or otherwise obtained through the Services.