

MIGRIX SOFTWARE LICENSE AGREEMENT FOR SINGLE USER

This agreement is between Migris AS, with address at PO Box 1208 Pirsenteret, N-7462 Trondheim Norway ("Licensor") and

Licensee name: _____

Licensee address: _____

By signing below, we agree to become parties to this Software License Agreement (the "Agreement") and to be bound by the terms and conditions set forth below. These terms shall apply to any Order Schedule (as defined below) entered into between the parties during the Term. The Effective Date of this Agreement will be the latter of the dates on which it is signed, or the time of payments received by Migris AS from licensee, whichever is first.

Licensee

Migris AS

Authorized Signature

Authorized Signature

Name:

Name: Øyvind Sylta

Title:

Title: Man. Dir. (Daglig leder)

Date:

Date:

INITIAL ORDERING

One copy of the MigriX software for a single user for the purchased leasing period. The software will be installed on a Windows or Linux computer. The software can be used for commercial purposes. Migris may require that the software is removed from the computer after the period ends unless a license is renewed.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. "Software" means the software program(s) (and any related documentation, instructions, and reference materials provided to Licensee, as well as Updates - as defined below) listed in the initial ordering (document) and any subsequent ordering document(s) signed by the parties.

1.2. "Updates" means maintenance releases, additions, and modifications, and new versions of the Software incorporating such additions and modifications which are made available to Licensee as part of maintenance services. Updates do not include maintenance releases, additions, or modifications that Licensor considers to be a separate product or for which Licensor charges its customers extra or separately.

2. LICENSES

2.1 Software License. Licensor hereby grants Licensee a nonexclusive, nontransferable license to use the Software in accordance with the scope of the license defined herein and in the applicable Order Schedule. Licensee is responsible for supplying, at its own cost and expense, any hardware or applications required to use the Software. Licensee may make a reasonable number of archival and back-up copies of the Software for internal use for the duration of the license period.

2.2. Limitations on License. Licensee agrees that it will not (a) modify, disassemble, reverse engineer, or decompile the Software, or attempt to do any of the foregoing; (b) attempt to access or use portions of the program code or Software for which Licensee has not acquired a license, or (c) except as specifically authorized herein, distribute or transfer the Software. Licensee understands and acknowledges that it is granted only those rights set out in this Agreement and in any Order Schedule and no other rights.

2.3 License Type. Licensee is acquiring a renewable license for a period (an "Annual" License).

Annual License: Under the Annual License, Licensor grants Licensee the right to use the Software for a period of up to twelve (12) months (the "Annual Term") from the effective date of the Order Schedule.

At or prior to the end of the Term, Licensee will agree with Licensor whether to discontinue the use of the Software.

(a) Renewal of the Annual License. Upon agreement to continue the license, the Annual License will be renewed for an additional period.

(b) Termination of Annual License. If Licensee notifies Licensor that it wishes to discontinue use of the Software, the Annual License will expire and will automatically terminate five (5) days after the end of the Annual Term (the "Expiration Date").

2.4. Termination. If Licensee notifies Licensor that it wishes to discontinue its use of the Software, the Annual License will expire and will automatically terminate five (5) days after the end of the period.

3. OWNERSHIP

This Agreement does not convey to Licensee any rights of ownership in the Software. All right, title, and interest in the Software and unless specified otherwise in any ideas, know-how, work product and programs which are developed by Licensor in the course of providing any Software License Agreement, Maintenance or Consulting Services, including any enhancements or modifications made to the Software, shall at all times remain the property of Licensor or its licensor. Licensee acknowledges and agrees that the Software is licensed, not sold. Licensee shall not permit the Software to be accessed or used by anyone other than Licensee's employees whose duties require such access or use.

Licensee will not remove Licensor's proprietary rights notices from any copies of the Software, including archival and back-up copies, if applicable.

4. CONFIDENTIALITY

4.1. Nondisclosure. Each party may be granted access to Confidential Information (as defined below) of the other party during the term of this Agreement. Each party agrees that it will not use or disclose to any third party any Confidential Information of the other party except as permitted by this Agreement or as authorized by the other party's prior written consent. Under no circumstances, will either party use less care to maintain the Confidential Information of the other party than it uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care.

4.2. "Confidential Information" means non-public information designated orally or in writing as confidential by the disclosing party. Confidential Information may include (but is not limited to) business methods, business plans, concepts, and test results, including the results of any evaluation of the Software. Orally disclosed Confidential Information should be identified as such and may be summarized in writing within thirty (30) days of its disclosure to ensure that it is protected hereunder.

4.3 Exclusions and Other Conditions. Confidential Information does not include information that: (a) is or becomes publicly available through no act or omission of the other party; (b) is disclosed to a third party by the owning party without restrictions on disclosure; (c) is rightfully acquired by the recipient from a third party; (d) is independently developed; or (e) is previously known to the recipient without nondisclosure obligations. Disclosure of Confidential Information shall not be

precluded if such disclosure is in response to a valid order of a court or other governmental body or is otherwise required to be disclosed by law; provided, however, that the recipient of the Confidential Information shall first have given written notice to the discloser of the Confidential Information so that the discloser may seek an appropriate protective order.

4.4. Survival of Obligations. The nondisclosure obligations outlined in this Section will survive the expiration or termination of this Agreement for a period of five (5) years.

5. CHARGES AND PAYMENTS

For each license granted under this Agreement and any applicable Order Schedule, Licensee agrees to pay Licensor the fees indicated in the applicable Order Schedule. All fees are non-refundable and do not include taxes. If Licensor is required to pay any sales, value-added, use, GST, or other taxes in connection with this Agreement, other than taxes based on Licensor's income, such taxes will be billed to and paid by Licensee. Licensee will make all payments of fees to Licensor free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Licensor will be Licensee's sole responsibility and consequently the amount of such fees will be increased such that the net fee received by Licensor will be the same as if such withholding taxes were not imposed, and Licensee will provide Licensor with official receipts issued by the appropriate taxing authority, or such other evidence as the Licensor may reasonably request, to establish that such taxes have been paid.

Fees are due within thirty (30) days of receipt of invoice when invoices are billed. When credit card payment is used, the license will be made available once the payment has been confirmed to licensor. When invoice payment is used, the license will be made available after the payment has been received by the licensor. A preliminary license may be offered for the period before invoice payment has been received.

All fees for any Consulting Services are based on a seven and a half (7.5) hour day and will be billed on actual hours spent providing such services. Licensee will also be billed for any actual and reasonable travel and out-of-pocket expenses incurred therein. Licensor consultants will adhere to the more stringent of either Licensor's or Licensee's travel policy (as provided by Licensee and agreed to by Licensor). Late payments will accrue interest at the rate of eighteen percent (18%) per annum, or at such lower rate required by applicable law.

6. MAINTENANCE AND SUPPORT SERVICES

The licensee will get access to upgrades to the software, but licensor will determine when reported issues will be dealt with.

7. WARRANTY AND DISCLAIMER OF WARRANTIES

7.1. Warranty. Licensor warrants that:

(a) as of the Effective Date of this Agreement, it has the right and authority to grant the rights and licenses granted to Licensee under this Agreement; and (b) the Software, as supplied, will perform when properly applied and/or used substantially in accordance with the functions or specifications outlined in the documentation provided to Licensee with the Software; and (c) the Consulting Services will be of a professional quality conforming to generally accepted industry standards and practices.

7.2. Disclaimer of Warranties. The warranties Set forth in this agreement are Exclusive and in lieu of all other Warranties, representations and/or Conditions, express or implied, with Respect to the software and any Services provided hereunder except Insofar as any such warranties cannot Be excluded by law. Licensor Specifically disclaims any warranties of merchantability and fitness for a Particular purpose.

7.3. Preproduction Releases. As an accommodation to Licensee, Licensor may provide Licensee with a preproduction release of the Software (often labeled a “beta release”). These releases are not suitable for production use. Such releases are provided on an “as is” basis. Licensor does not warrant preproduction releases.

8. INDEMNIFICATION

The parties agree to defend, indemnify, and/or settle, at their own expense, any action brought against the other party to the extent that it is based on a claim that the Software or Consulting Services infringes a copyright or trade secret right of any third party.

Licensor’s obligations hereunder will not apply if such claim arises from (i) the use of a superseded or modified release of the Software or (ii) by use, operation, or combination of the Software provided by Licensor with programs, data, equipment, or materials not provided or approved by Licensor, if such infringement would have been avoided by the use of the current or unmodified release or from the use of the Software without such programs, data, equipment or materials.

This section states the parties’ entire liability for infringement.

9. LIMITATION OF LIABILITY

9.1. Limitation of Remedy. Licensee’s sole and exclusive remedy for any breach of the warranty described in Section 7.1(b) will be the repair or replacement of the affected Software.

9.2. No Consequential Damages. Except in respect of liability for death or personal injury arising from a party's negligence, in no event shall either party have any liability to the other party for any lost profits, lost data, or any indirect, incidental, special, or software license agreement consequential damages whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not such party has been advised of the possibility of such damage, arising from the use of, or inability to use or to achieve any particular results from use of, the software, or arising in any other way from, out of, or relating to this agreement.

9.3. Limitation of Liability. Except for Licensee's breach of Sections 2 or 3 or a breach by either party of Section 4, or each party's obligations under Section 8, or in respect of death or personal injury caused by a party's negligence, in no case will either party's liability to the other party for damages hereunder exceed the amounts received by Licensor or owed by Licensee as fees under this Agreement during the previous twelve month period. No person who is not a party to this Agreement shall be entitled to enforce any terms of the same. The existence of more than one claim or suit will not enlarge or extend this limit.

10. TERM AND TERMINATION

10.1. Term. This Agreement will take effect on the Effective Date of this Agreement and will remain in effect unless and until terminated as provided in this Agreement or in any applicable Order Schedule. Annual Licenses will terminate automatically on the Expiration Date if not renewed as further defined in Section 2 above.

At any time, either party may terminate this Agreement if the other party materially breaches its obligations hereunder and the breaching party does not remedy the breach concerned within thirty (30) days of being asked in writing to do so.

10.2. Effect of Termination. Upon the effective date of termination of this Agreement or any applicable Order Schedule, all rights granted to Licensee under this Agreement (or such terminated Order Schedule) immediately will revert to Licensor, Licensee shall cease using the Software provided under such Order Schedule, destroy or return to Licensor all copies of the Software (including copies in storage media) and any related documentation, and provide Licensor with written confirmation thereof. This requirement applies to all copies of the Software and any related documentation in any form, partial or complete, and whether or not merged into other materials. However, termination of this Agreement (or of any license) will not affect the rights of Licensee's previously existing sublicenses.

10.3. Survival of Obligations. The following obligations will survive termination of this Agreement for any reason: (a) obligations relating to nondisclosure of confidential information for a period of five (5) years; (b) obligations relating to indemnification; (c) obligations to make payments of all amounts due; and (d) all obligations relating to the ownership of intellectual property. Termination of this

Agreement will not relieve either party of any obligations arising out of this Agreement prior to or upon the date of such termination.

11. MARKETING

11.1 Licensee Name. Licensor may include Licensee's name in a list of Licensor users, both on Licensor's web site and in presentations. In addition, Licensee will allow Licensor to publicize the execution of this Agreement and Licensee's use of the Software.

12. GENERAL TERMS

12.1. Notices. All notices will be in writing and delivered by personal delivery, by first class post or airmail post to the address set forth on the first page of this Agreement or by email, with a confirming copy sent by mail if necessary, to such number as any party may notify to the others from time to time. Notices will be deemed given when delivered to the other party. Service of any notice or demand by email will be deemed served on the business day following the date of transmission.

12.2. Assignment. The rights and obligations of Licensee under this Agreement shall not be assignable without the prior written consent of Licensor (which shall not be unreasonably withheld) and any attempt to assign them without that consent will be void.

12.3. Waiver. The failure of a party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

12.4. Governing Law. This Agreement and any applicable Order Schedule will be governed by the laws of Norway.

12.5. Force Majeure. Neither party shall be responsible for any reasonable delay in its performance due to causes beyond its reasonable control, provided that the non-performing party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided further that the other party may terminate this Agreement if such condition continues for a period of one hundred eighty (180) days. Notwithstanding the foregoing, this Section 12.5 shall not apply to requirements to make payments under this Agreement.

12.6. Arbitration. The Parties shall settle any disputes by private negotiations within reasonable time. If such agreement cannot be obtained, the Parties shall choose the Trondheim District Court as the legal venue.

12.7. Severability. If any of the provisions of this Agreement are held to be void or unenforceable, the parties agree that such determination will not result in the nullity or unenforceability of the remaining portions of this Agreement. The parties further agree to replace such void or

unenforceable provisions of this Agreement with valid and enforceable provisions, which will achieve, to the extent legally permissible, the economic, business and other purposes of the void or unenforceable provisions.

12.8. Choice of Language. The original of this Agreement has been written in English. Licensee waives any rights it may have under the law of its country to have this Agreement written in the language of that country.

12.11. Independent Contractors. The parties agree that nothing in this Agreement or any applicable Order Schedule shall in any way be construed to create a partnership, joint venture or employer-employee relationship between Licensor and Licensee. Accordingly, Licensee is neither liable nor responsible for withholding or deducting any sums for federal or state income taxes, social security, health, workers compensation, and disability insurance coverage, pension or retirement plan, or the like for any of Licensor consultants.

12.12. Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. Licensee acknowledges that it has not entered into this Agreement in reliance on any warranty, representation or statement, other than those expressly set out in this Agreement and that the only remedy available to it in respect of such warranty, representation or statement shall be for breach of contract under this Agreement, provided that nothing in this section will limit or exclude any liability for fraud. No modification of this Agreement will be effective unless contained in a writing executed by an authorized representative of each party. No term or condition contained in Licensee's order will apply unless expressly accepted by Licensor in writing.