

This licence agreement ("Licence Agreement") governs the use of software provided by Scale Aquaculture AS ("Licensor") as part of an agreement with the customer ("Customer") for the supply of equipment, materials, or similar, where the software is an integrated part ("Delivery"). By installing, copying, or otherwise using the software or the equipment, materials, or delivery in which it is integrated, you agree to be bound by the terms below. If you do not accept the terms, you must not install, copy, or use the software.

The Licence Agreement is an appendix to the document SCALE AQUACULTURE AS' TERMS OF SALE and the concluded purchase contract, which together constitute ("the Agreement") and are supplemented by its provisions where the Licence Agreement does not regulate a matter. Licence fees shall be paid in accordance with the Agreement.

1. Definitions

- 1.1 "Software": The executable software, associated components, any modules, add-ons, configurations, documentation, and updates delivered by the Licensor.
- 1.2 "Documentation": User guides, specifications, and other written or electronic guidance accompanying the Software.
- 1.3 "Updates": Bug fixes, patches, error corrections, and minor improvements.
- 1.4 "User": A natural person authorised by the Customer to use the Software.

2. Licence Rights

- 2.1 The Licensor grants the Customer a limited, non-exclusive, non-transferable licence to install and use the Software in accordance with the Documentation and this Licence Agreement.
- 2.2 The licence is granted solely for use with the Delivery.
- 2.3 The licence covers only object code (not source code).

3. Bruksbegrensninger

- 3.1 Kunden skal ikke, og skal ikke tillate tredjepart, å:
 - (i) Kopiere Programvaren utover det som er nødvendig for sikkerhetskopi og installasjon.
 - (ii) Reverse engineer, dekompile, deassemblere eller på annen måte forsøke å utlede kildekoden, med mindre slik aktivitet uttrykkelig er tillatt i ufravikelig lov.
 - (iii) Endre, tilpasse, oversette, leie ut, lease, låne ut, distribuere, offentlig fremføre, eller skape avlede verk av Programvaren.
 - (iv) Overdra Programvaren eller rettigheter til den til en tredjepart, med mindre det skjer sammen med en lovlig og tillatt overdragelse av Leveransen
 - (v) Omgå tekniske beskyttelsestiltak eller lisenskontroller.
 - (vi) Dele eller gjenbruke lisensnøkler uten tillatelse.
 - (vii) Bruke Programvaren til ulovlige formål eller i strid med gjeldende lovgivning.

4. Ownership and Intellectual Property Rights

- 4.1 All rights, including copyright and other intellectual property rights to the Software and Documentation, remain with the Licensor and/or its licensors. No rights are transferred to the Customer beyond what is expressly stated in this Licence Agreement.

5. Installation, Activation, and Licence Control

- 5.1 The Software may require activation or registration. The Customer must provide accurate information to enable activation.
- 5.2 The Licensor may implement technical measures to verify licence status and prevent unauthorised use.
- 5.3 With reasonable prior notice, the Licensor may request confirmation from the Customer of compliance (e.g. number of installations/users). The Customer must then provide the necessary, reasonable information.

6. Updates and Changes

- 6.1 The right to Updates and Upgrades to new versions is contingent upon both the Licensor and the Customer having an active licence. A license remains active as long as the license fee is paid continuously in accordance with the agreed frequency (monthly/quarterly/annually). The Licensor does not commit to delivering specific features unless explicitly agreed upon.
- 6.2 Nevertheless, the Licensor may from time to time offer the Customer Updates that may replace or alter the Software, and these will, upon installation by the Customer, be covered by this Licence Agreement unless otherwise provided by new terms. If the Licensor informs the Customer that an Update is necessary for the continued functioning of the Software, the Customer is obliged to install it.

7. Support and Maintenance

- 7.1 Unless otherwise agreed in a separate service or support agreement, the Software is provided without any commitment to support, maintenance, or response times, unless expressly provided by the Agreement. Any voluntary support is provided without warranty and invoiced based on agreed terms.
- 7.2 The Software is provided "as is" without any warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement, unless otherwise expressly provided by the Agreement.

8. Third-Party Components

- 8.1 If the Software contains or interacts with third-party software (including open-source libraries) subject to its own licence terms, such terms shall apply in addition to this Licence Agreement where applicable.

9. Privacy and Data

- 9.1 To the extent that the Licensor processes personal data in connection with the provision of the Software, such processing shall be in accordance with applicable data protection legislation.
- 9.2 If the Licensor processes personal data on behalf of the Customer, the parties shall enter into a necessary data processing agreement.

10. Duration and Termination

- 10.1 The Licence Agreement enters into force simultaneously with the Agreement.
- 10.2 The Licensor may terminate the License Agreement with immediate effect in the event of a material breach by the Customer, including breach of usage restrictions or 30 days' delay in payment beyond the agreed payment deadline.
- 10.3 Upon termination, the Customer must immediately cease all use, uninstall the Software, and delete any copies, including backups, and confirm this in writing upon request.

11. Indemnification

- 11.1 The Customer shall fully indemnify the Licensor against all costs and claims brought against the Licensor resulting from (i) improper use of the Software, or (ii) breach of any other provision of this Agreement by the Customer or third parties for whom the Customer is responsible.
- 11.2 The Customer shall indemnify the Licensor against any claim from a third party arising from or in connection with the Customer's access to or use of the Software.

12. Limitation of Liability

- 12.1 To the extent permitted by law, the Licensor's total liability to the Customer for claims arising in or in connection with this Licence Agreement is limited to the total licence fee paid by the Customer for the Software in the last 12 months before the claim arose, or the total licence fee if the Licence Agreement has been in force for less than 12 months.
- 12.2 Unless the Licensor has acted with gross negligence or wilful misconduct, the Licensor is not liable for indirect losses, consequential damages, lost profits, lost data, interruption losses, or costs of re-acquisition.

13. Export Controls and Sanctions

- 13.1 The Customer confirms that the Software will not be exported, re-exported, or used in violation of applicable export control and sanctions laws, and shall obtain necessary permits where required.

14. Assignment

- 14.1 The Customer may not transfer or assign the licence or the Licence Agreement, in whole or in part, without the Licensor's prior written consent. The Licensor may assign the Licence Agreement as part of a business transfer, merger, or similar event.

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