This licence agreement (the “License Agreement”) governs the use of software provided by Scale Aquaculture AS (the “Licensor”) as part of the agreement with the customer (the “Customer”) for the delivery of equipment, materials or similar where the software forms an integrated part (the “Delivery”). By installing, copying or otherwise using the software or the equipment, materials or delivery into which it is integrated, you agree to be bound by the terms set out 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 entered purchase contract, which together constitute (the “Agreement”), and is supplemented by the provisions of the Agreement where the Licence Agreement does not regulate a matter. The licence fee shall be paid in accordance with the Agreement.

1. Definitions

1.1 “Software”: The executable software, related components, any modules, add-ons, configurations, documentation and updates delivered by the Licensor, including any cloud-based services and components on which the Software depends or with which it interacts to provide functionality, including (without limitation) APIs, backend services, ML/AI models (incl. model weights), processing pipelines and related updates.

1.2 “Documentation”: User guides, specifications and other written or electronic guidance accompanying the Software.

1.3 “Updates”: Error corrections, patches, bug fixes and minor improvements.

1.4 “User”: A natural person authorised by the Customer to use the Software.

2. License rights

2.1 The Licensor grants the Customer a limited, non-exclusive, non-transferable license to use the Software in accordance with the Documentation and this License Agreement.

2.2 The license is granted solely for use together with the Delivery.

2.3 The license covers object code only (not source code).

3. Use restrictions

3.1 The Customer shall not, and shall not permit any third party to:

(i) Copy the Software beyond what is necessary for backup and installation.
(ii) Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, unless such activity is expressly permitted under mandatory law.
(iii) Modify, adapt, translate, rent, lease, lend, distribute, publicly perform, or create derivative works of the Software.
(iv) Assign the Software or rights to it to any third party, unless this occurs together with a lawful and permitted transfer of the Delivery.
(v) Circumvent technical protection measures or license controls.
(vi) Share or reuse license keys without permission.
(vii) Use the Software for unlawful purposes or in violation of applicable laws.

4. Ownership and intellectual property rights

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

5. Installation, activation and license control

5.1 The Software may require activation or registration. The Customer shall provide accurate information to enable activation.

5.2 The Licensor may implement technical measures to verify license status and prevent unauthorised use.

5.3 Upon reasonable prior notice, the Licensor may request confirmation from the Customer of compliance (e.g., number of installations/users). The Customer shall then provide the necessary, reasonable information.

6. Updates and changes

6.1 Entitlement to Updates and upgrades to a new version is conditional upon the Licensor and the Customer having an active license. A license is active as long as the license is paid on an ongoing basis in accordance with the agreed frequency (monthly/quarterly/annually). The Licensor is not obliged to deliver specific features unless this has been separately agreed.

6.2 The Licensor may nevertheless from time to time offer the Customer Updates that may replace or modify the Software, and upon the Customer’s installation such Updates shall be governed by this License Agreement unless new terms provide otherwise. If the Licensor informs that an Update is necessary for the Software to continue to function, the Customer is obligated to install it.

7. Support and maintenance

7.1 Unless otherwise agreed in a separate service or support agreement, the Software is delivered without any obligation to provide support, maintenance or response times, unless otherwise expressly follows from the Agreement. Any voluntary support is provided without warranty.

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 follows from the Agreement.

8. Machine vision, estimates and use of results

8.1 The Software may include functions based on machine vision and/or other algorithmic models that calculate, estimate or otherwise generate outputs, including estimates of biomass, number/frequency of sea lice, or other production- and operations-related key figures (“Results”). The Results are associated with uncertainty and may be incomplete, inaccurate or erroneous due to, among other things, lighting conditions, water quality, camera angle, fish density, biological variations, hardware failures, communication failures, data basis, model limitations and/or other circumstances beyond the Licensor’s control.

8.2 The Customer acknowledges that the Results constitute decision support only and shall not be regarded as definitive, a warranty, certification or advice (including fish health/biological advice). The Customer shall exercise its own professional judgement and perform reasonable checks and verifications before using Results as a basis for operational, financial or regulatory decisions. The Customer shall not rely on the Results or the Software as the sole or decisive basis, and may not claim that it has done so (“no reliance”).

8.3 To the extent permitted by law, the Licensor shall have no liability for loss, claims or consequences that are wholly or partly due to (i) the Results being inaccurate or erroneous, or (ii) the Customer’s use, interpretation or decisions based on the Results. This clause is in addition to and does not limit other disclaimers and limitations of liability in the Agreement, including clauses 7 and 12.

9. Third-party components

9.1 If the Software includes or interacts with third-party software (including open source libraries) that is subject to its own license terms, such terms shall apply in addition to this License Agreement where applicable.

10. Privacy and data

10.1 To the extent the Licensor processes personal data in connection with delivery of the Software, such processing shall take place in accordance with applicable data protection legislation.

10.2 If the Licensor processes personal data on behalf of the Customer, the parties shall enter into the necessary data processing agreement.

11. Term and termination

11.1 The License Agreement enters into force at the same time as the Agreement.

11.2 The Licensor may terminate the License Agreement with immediate effect in the event of the Customer’s material breach, including breach of the use restrictions or a delay in payment of 30 days beyond the agreed payment due date.

11.3 Upon termination, the Customer shall immediately cease all use, uninstall the Software and delete any copies, including backup copies, and upon request confirm this in writing.

12. Indemnification

12.1 The Customer shall fully indemnify and hold the Licensor harmless from and against all costs and claims brought against the Licensor arising from (i) improper use of the Software, or (ii) breach of any other provision of this Agreement, committed by the Customer or third parties for whom the Customer is responsible.

12.2 The Customer shall indemnify and hold the Licensor harmless from any third-party claim arising out of or in connection with the Customer’s access to or use of the Software.

13. Limitation of liability

13.1 To the extent permitted by law, the Licensor’s aggregate liability towards the Customer for claims arising out of or in connection with this License Agreement is limited to the total license fees paid by the Customer for the Software during the 12 months preceding the event giving rise to the claim, or the total license fees if the License Agreement has been in force for less than 12 months.

13.2 Unless the Licensor has acted with gross negligence or wilful misconduct, the Licensor shall not be liable for indirect loss, consequential damages, loss of profit, loss of data, loss due to interruption, or costs of replacement procurement.

14. Export control and sanctions

14.1 14.1 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 the necessary permits where required.

15. Assignment

15.1 The Customer may not transfer or assign the license or the License Agreement, in whole or in part, without the Licensor’s prior written consent. The Licensor may assign the License Agreement as part of a transfer of business, merger or similar transaction.

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