



Rocketfarm AS
Årøyvegen 7, 6856 Sogndal, Norway

General Terms and Conditions for Software License

This Agreement is a legal agreement between “Licensee” and Rocketfarm AS (“Licensor”) for the use of “Software” installed on a Robot. By installing or using the “Software”, Licensee agrees to be bound by the terms of this Agreement.

1. Definitions

- 1.1 Agreement refers to these General Terms and Conditions for Software License.
- 1.2 Effective Date means the date on which this Agreement is accepted by the Licensee.
- 1.3 Licensee means the individual or entity that has acquired the right to use the Software.
- 1.4 Licensor means the entity or individual that owns the rights to the Software and grants the license to the Licensee.
- 1.5 Object Code shall mean computer programming code, substantially or entirely in binary form, which is directly executable by a computer.
- 1.6 Open Source shall mean any source code made widely available by the copyright holder free of charge under any public license such as GNU General Public License, Mozilla Public License, or similar forms of licenses.
- 1.7 Robot shall mean the robot purchased, owned, or otherwise controlled by Licensee or Licensee’s end customer to which the licensed Software is installed.
- 1.8 Software shall mean the proprietary software owned solely and exclusively by Licensor and licensed to Licensee under the Agreement. Software that is subject to the License pursuant to this Agreement is Pally.



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2. Grant OF LICENSE

2.1 Scope of License:

The Licensor grants the Licensee a perpetual, non-exclusive, non-transferable, and non-sublicensable license to use the Software, subject to the terms and conditions of this Agreement. The Software is provided in object code form only, and no rights to the source code are conferred. The License is tied to the specific Robot on which the Software is first installed and may not be transferred to another Robot without the prior written consent of Rocketfarm.

2.2 Restrictions:

The Licensee shall not (a) modify, adapt, or create derivative works of the Software, (b) reverse engineer, decompile, or disassemble the Software, or (c) distribute, sell, rent, lease, or sublicense the Software to any third party. Any unauthorized copying, reverse engineering, or other forms of reproduction are strictly prohibited and constitute a material breach of this Agreement.

2.3 Term of License:

The license granted under this Agreement shall commence on the Effective Date and continue until terminated as specified in Section 8.

3. Ownership & Copyright

The Software is owned exclusively by Rocketfarm and is protected under international copyright laws and other intellectual property regulations. The Licensee acknowledges that all intellectual property rights, including but not limited to copyrights, remain with Rocketfarm. The Software is provided under a license and is not sold to the Licensee. All copies of the Software, whether in whole or in part, are the property of Rocketfarm, and no ownership rights are transferred under this Agreement.

4. Delivery, Installation, and Fees

4.1 Delivery:

The Licensor shall provide the Software to the Licensee via electronic download or other agreed-upon means.



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4.2 Installation:

The Licensee is allowed to install the Software free of charge on its systems in accordance with the provided instructions.

4.3 Fees:

No license fee shall be required for the installation and use of the Software under this Agreement.

5 Maintenance and Support

5.1 Support Services:

The Licensor may provide maintenance and support services as specified in a separate agreement or under the terms outlined in this Agreement.

5.2 Updates:

Any updates to the Software will be agreed upon in a separate agreement between the Licensor and the Licensee. These updates will not be automatically provided and will require additional terms to be negotiated.

5.3 Additional Functionalities and Digital Key:

Certain functionalities of the Software are only accessible with a digital key, which can only be purchased through Rocketfarm or an authorized Partner. This provision ensures that the Licensee understands that some capabilities are exclusive to digital key holders, helping to avoid any confusion about the availability of all features.



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6. Intellectual Property Rights

6.1 Ownership:

The Licensor retains all rights, title, and interest in and to the Software, including all Intellectual Property Rights.

6.2 Protection of Rights:

The Licensee agrees to take reasonable steps to protect the Software and any associated Intellectual Property Rights from unauthorized use or distribution.

6.3. Intellectual Property Infringement

Rocketfarm agrees to defend and indemnify the Licensee against any claims that the Software infringes third-party intellectual property rights, provided that the Licensee promptly notifies Rocketfarm of any such claims.

Rocketfarm will have control over the defense and any settlement negotiations. If the Software is found to infringe, Rocketfarm may, at its discretion, obtain the necessary rights for the Licensee to continue using the Software, modify the Software to avoid infringement, or refund the License fees.

7. Confidentiality

7.1 Confidential Information:

Both parties agree to keep confidential all information disclosed by the other party that is marked as confidential or should reasonably be understood to be confidential.

7.2 Exclusions:

Confidential Information does not include information that is (a) publicly known, (b) already in the receiving party's possession, (c) independently developed, or (d) required to be disclosed by law.



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8. Warranties and Disclaimers

8.1 Disclaimer:

Except as expressly provided in this Agreement, the Software is provided "as is," and the Licensor disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8.2 Rocketfarms warranties and representations

Rocketfarm warrants that it has full ownership of the Software and the right to grant the License. Rocketfarm also warrants that, to its knowledge, the Software does not infringe upon any third-party intellectual property rights.

Additionally, Rocketfarm will make reasonable efforts to ensure that the Software is free from harmful code, including viruses or other malicious software. However, the Software is provided "as is," and Rocketfarm makes no further warranties regarding its suitability for any particular purpose.

9 Termination

9.1 Termination for Cause:

This Agreement shall commence on the date of installation of the Software on the Robot and shall continue in effect until terminated by either party. The Licensor may terminate this Agreement immediately if the Licensee breaches any term and fails to remedy the breach within 15 days of receiving notice.

9.2 Effect of Termination:

Upon termination, the Licensee shall immediately cease using the Software, uninstall the Software on the Robot, and delete all copies of the Software in its possession.



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10. Limitation of Liability

10.1 Exclusion of Consequential Damages:

In no event shall the Licensor be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of data, profits, or revenue arising out of or related to this Agreement. In the event of a breach of the warranties provided, the Licensee's sole remedy is to have Rocketfarm correct the issue or refund the License fees paid.

In all events, Rocketfarm's liability under this Agreement is limited to the fees paid by the Licensee for the Software and the Digital Key.

11. Indemnification

11.1 Indemnification by Licensee:

The Licensee agrees to indemnify, defend, and hold harmless the Licensor from and against any claims, damages, or liabilities arising out of the Licensee's use of the Software.

12. General Provisions

12.1 Entire Agreement:

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements and understandings.

12.2 Amendments:

Any amendments to this Agreement must be in writing and signed by both parties.

12.3 Waiver:

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is asserted.



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12.4 Severability:

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

12.5 Assignment:

The Licensee may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Licensor.

13. APPLICABLE LAW AND LEGAL VENUE

The General Terms and any disputes arising out of the Agreement shall be governed and construed in accordance with the laws of Norway.

Oslo District Court is the exclusive legal venue for any and all disputes arising out of or in connection with the Agreement.