



Subscription agreement for PdfClerk

1. This subscription and license agreement is agreed and entered between Protosys AS ("Protosys"), a Norwegian limited company with the business registration number 920 537 847 and the Customer as set out in the Order Form.
2. The term "Software" means the desktop version of the pdf orchestration and assembly software *PdfClerk* developed by Protosys, including its documentation, configuration and related services.
3. Subject to Customer accepting this agreement and paying the agreed fees, Protosys grants Customer a time-limited non-transferable right to use the Software in the Customer's ordinary course of business for its intended purpose as described in the documentation. Use of the Software is only permitted for representatives if the Customer and is then limited to the usage, the number users, the term and other conditions set out in the Order Form.
4. Unless being a trial license, this agreement renews every 12 months unless terminated in writing by either party at least three months before the renewal. Protosys may subject to prior notice amend the subscription fee. Unless otherwise set out in the Order Form the subscription fee is annual and shall be paid in advance.
5. Each user can only use the Software on one computer. Transfer to a new computer is permitted, upon giving notice to Protosys that the Software is removed from the previous computer.
6. The Software is the property of Protosys and its licensors. The Software is provided "as is", without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall Protosys or its licensors be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Software or the use or other dealings in the Software. In no circumstances shall Protosys be liable for any indirect or consequential loss.
7. If the Software does not work as described in the documentation and Protosys fails to rectify such errors within a reasonable period, Customer may claim a proportional reduction in any prepaid license fees. Refund of prepaid license fees is Customer's sole remedy relating to the Customer's use of the Software and this agreement.
8. Protosys may assign and transfer this agreement in connection with a sale of all or a substantial part of its business. The Customer may not assign or transfer this agreement.
9. Other than to the extent explicitly mandated by mandatory law, the Customer may not inspect, reverse engineer or decompile the Software.
10. The Software may not be used to process documents on behalf of third parties unless such processing is a minor and integrated part of other work performed by Customer to the benefit of such third party, or where such processing is for demonstration or proof of concept purposes.
11. The Software incorporates third party software as described under the "Help" tab in the Software
12. If Customer discloses confidential information to Protosys as part of a support request or similar, Protosys will handle such information in strict confidence and not disclose to any third party. Upon request, Protosys will confirm in writing that all received materials have been deleted.
13. Upon request, Customer shall within 14 days provide a signed statement setting out the names of current and previous users of the Software.
14. Notices to Protosys shall be sent by email to info@protosys.no. Notices to the Customer shall be sent to the email address set out in the Order Form.
15. Customer shall keep the Software and associated license keys in strict confidence.
16. The Software may collect technical information like the IP address of the computer running the Software for license validation and anti-counterfeit purposes. The Software does not collect information about the users or the documents that are processed by the Software.
17. The purpose of a trial license is to evaluate the Software. Use of a trial license for production purposes is not permitted. When used with a trial license PDFs are marked as not for production use.
18. This agreement is governed by Norwegian law. Any dispute will be resolved by Oslo City court in the first instance