

**Agreement regarding
Sub-licensing of EDGE software
between**

OSLO CLEARING ASA

and

_____ **(customer)**

This agreement including the annexes (AGREEMENT), dated _____ is entered into by and between:

Oslo Clearing ASA (the "Sub-licensor"/"Oslo Clearing"), a company with its principal place of business at Biskop Gunnerus gate 14A, 0051 Oslo.

and

_____ (the "Sub-licensee"), a company/person with its principal place of business at _____,

hereinafter referred to jointly as the "**Parties**" and individually as a "**Party**"

WHEREAS

- A. Baymarkets AB (Baymarkets) has developed and owns an Internet-based price negotiation system known as Edge ("EDGE").
- B. Baymarkets and Oslo Clearing have entered into a Software License Agreement dated 29th of December 2008 under which Baymarkets has granted to Oslo Clearing a license (the "Software Product License") to EDGE software system (the "Software Product").
- C. The Software Product License entitles Oslo Clearing to grant sub-licenses to members and customers with respect to the software applications specified in the user guide (the "Sub-licensed Software" or "Client Software"), being software comprised in the Software Product.

1. LICENSE TO SUB-LICENSED SOFTWARE

- 1.1** The Sub-licensor hereby grants to the Sub-licensee a non-exclusive, non-transferable license, to use the Sub-licensed Software, during the term of this Agreement.
- 1.2** The Sub-licensee shall be entitled to use the Sub-licensed Software for test and production purposes, directly related to the Sub-licensee's activities as a member or customer of Oslo Clearing.
- 1.3** The subject of the Sub-license shall be the software applications specified in the user guide available at Oslo Clearing's website www.osloclearing.no.
 - 1.3.1** Sub-licensee does not obtain by means of this Agreement any right of ownership or title to the Sub-licensed Software.
 - 1.3.2** Sub-licensee shall not sublicense or otherwise transfer or assign the Sub-license or disclose or otherwise make the Sub-licensed Software available to any third party or use or permit the use of the Sub-licensed Software outside the scope of the Sub-license.
 - 1.3.3** The Software may not be modified, adapted, altered, decompiled, reverse assembled or reverse engineered by the Sub-licensee.
- 1.4** The Sub-licensee shall not derive works from the Sub-licensed Software.
- 1.5** The Sub-licensee receives an username and a password pr. concurrent user that gives access to the Sub licensed software. Username and password must be kept

securely, since the Sub-licensee is responsible for all acts that are performed under the user accounts which belongs to the Sub-Licensee.

- 1.6** The Sub-licensee confirms it will comply with the requirements set by Baymarkets attached in Annex A.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1** Ownership of any intellectual property rights in the Software Product and the Sub-licensed Software shall vest or remain vested in Baymarkets or any other entity as Baymarkets may in its sole discretion elect.

- 2.2** The use of the Sub-licensed Software for purposes other than those specified in this Agreement is prohibited.

3. BREACH OF LICENSE TERMS

- 3.1** In the event Sub-licensor or Baymarkets has reasonable cause to believe that Sub-licensee is in breach of any of the provisions set forth herein, Sub-licensee shall provide Sub-licensor and Baymarkets with a written explanation within twenty (20) days of receipt of such request from Sub-licensor or Baymarkets.

- 3.2** The Agreement may be terminated immediately by notice in writing by either Party if the other Party is in material or continuing breach of any of its obligations hereunder, and, where such breach is capable of being remedied, fails to remedy the breach within a period of thirty (30) days after written notice by the other Party.

4. SUPPORT AND AVAILABILITY

- 4.1** The Sub-licensee shall report all problems related to the Sub-licensed Software to Sub-licensor. Sub-licensor will forward such reported issues to Baymarkets, and Baymarkets will start to work on such issues during opening hours as defined at Oslo Clearing's website.

5. FEES AND PAYMENT

- 5.1** In consideration for the rights granted under this Agreement the Sub-licensee shall pay a monthly license fee (the "License Fee") to the Sub-licensor per physical representative of the Sub-licensee who is granted concurrent access to the EDGE Sub-licensed Software.

- 5.2** The License Fee payable is specified in the fee list applicable at all times, which will be available at Oslo Clearing's website.

- 5.3** The License Fee shall be paid quarterly in advance, the first payment being due the first month after the Effective Date, cfr. article 6.1. The License Fee exclude sales and VAT taxes, as well as all other taxes, duties or charges which may be imposed upon the Sub-licensee by any governmental agency. Any and all such taxes, duties or other charges shall be paid by Sub-licensee.

- 5.4** Any payment overdue more than thirty (30) days shall be subject to interest charges, payable upon demand and computed at a rate of 18% per year or to the maximum extent permitted by applicable law, whichever is the lower, from the due date until the overdue amount has been paid.

- 5.5** If the Sub-licensee inquires that the Sub-licensor grant access to the EDGE software system to a new concurrent user, the License Fee for the new concurrent user shall be payable by the Sub-licensee from the turn of the month following the actual grant of access for the new concurrent user.
- 5.6** The price list may be changed by the Sub-licensor, subject to not less than one (1) calendar month prior written notice to the Sub-licensee.

6. LIMITATION OF LIABILITY

THIS SUB-LICENSE IS FOR USE OF THE SYSTEMS AND THE SUB-LICENSED SOFTWARE FOR PRODUCTION PURPOSES, AND BAYMARKETS AND/OR SUB-LICENSOR WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES WHATSOEVER TOWARDS SUB-LICENSEE, INCURRED BY SUB-LICENSEE AS A RESULT OF ITS USE OF THE SUB-LICENSED SOFTWARE AND/OR THE SYSTEMS.

7. WARRANTY

- 7.1** During the Term of this Agreement, Sub-licensor represents and warrants that it has the right to enter into this Agreement and perform all of its obligations under this Agreement.

8. DURATION AND TERMINATION OF THE AGREEMENT

- 8.1** This Agreement will enter into force from the date both Parties have executed this Agreement (Effective Date) and will remain in force until termination as specified below.
- 8.2** The Agreement may be terminated by either Party with 90 days written notice.

9. CONFIDENTIALITY

- 9.1** Confidential Information shall mean all confidential or proprietary information and documentation of the Parties including (1) information relating to each Party's customers, suppliers, contractors and other third parties doing business with such Party, (2) information relating to business operations or strategies of either Party, (3) any material which is marked as confidential, (4) all information comprised in and relating to the Sub-licensed Software.
- 9.2** All Confidential Information relating to or obtained by the Parties shall be held in confidence by the recipient to the same extent and in at least the same manner as the recipient protects its own confidential or proprietary information. The Parties further undertake to use the confidential information strictly for the purposes of this Agreement and not to make any commercial use thereof.

10. ASSIGNMENT

- 10.1** Save as expressly provided, a Party may not assign or transfer this Agreement or any of its rights or obligations under it.

11. GOVERNING LAW

- 11.1** Any dispute which may arise between the parties in connection with the Contract shall be resolved before the ordinary courts of law in Norway, and such resolution shall be based on Norwegian law.

This Agreement is executed in two originals, one to each of the Parties.

Place and date

Sub-licensor

Printed name and title

Place and Date

Sub-licensee

Printed name and title

ANNEX A

In respect of requirements set by Baymarkets, the Sub-licensee procures to undertake the following obligations:

1. Does not use the Client Software for purposes outside of the Field of Use.
2. Does not copy, sub-license, sell, assign, lend, lease or otherwise distribute the Client Software.
3. Does not use the subcomponents of the Client Software for any purpose other than as a part of that Client Software and does not incorporate it into any other system or computer program.
4. Can uniquely identify those Users who are running instances of the Client Software at any particular time.
5. Agrees that Baymarkets is the to all sole owner of all rights, including but not limited to copyright, to the Client Software and that ownership and Intellectual Property Rights of the Client Software its Source Code, other than those elements which are Third Party Products or which are open source, shall remain exclusively with Baymarkets, and that it acknowledges such ownership and Intellectual Property Rights and shall not take any action to jeopardize, limit or interfere in any manner with Baymarket's ownership of or rights with respect to the Client Software.
6. Is aware that the Client Software is protected by copyright and other intellectual property laws and by international treaties and that any content accessed through the use of the Software is the property of the applicable content owner.
7. The Client shall keep the Client Software and its Documentation confidential and shall not communicate or procure, authorise or assist any party to communicate any part of the Client Software to any party without the prior written consent of Baymarkets.
8. Does not remove or obscure any copyright or other proprietary notices on the Client Software.
9. Does not by itself or with others participate in any illegal, deceptive, misleading or unethical practices related to the Client Software.
10. Does not copy, translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Client Software.
11. Acknowledges that the Client Software and its Documentation is proprietary to Baymarkets, and that it shall not use Confidential Information except solely for the purposes stated in this Agreement and solely during the term of this Agreement and that without the prior written consent of Baymarkets it shall not disclose or provide any Confidential Information to any third party unless such disclosure is necessary for the performance of that third party's duties with respect to this Agreement.
12. Undertakes to protect the Confidential Information, whether in storage or in use, with the same degree of care as it normally uses to protect its own Confidential Information and proprietary information against public disclosure, but in no case with any less degree than reasonable care.
13. Does not disclose Confidential Information to any of its personnel other than those for whom such knowledge is essential for the purposes contemplated in this Agreement, and such disclosure to them shall be made only on conditions of strict confidentiality.
14. Uses reasonable efforts to assist Baymarkets in protecting its rights in Agreement.
15. Does not transmit nor permit the transmission of data (or records or copies thereof) received via the Client Software to any party other than the Customer, its employees and its Clients and that it acknowledges that information conveyed via the Client Software is of a privileged and confidential nature, whose intended user may be one user, one group of users, one category of users, one organisation or combinations of the foregoing and that therefore it undertakes to promptly notify Baymarkets, if any of its users receives information via the Client Software which they believe or reasonably should believe was not intended for their attention.