

RailCOMPLETE® Lease and Evaluation License Terms

1 Introduction

These Lease and Evaluation License Terms are annexed to the Lease Agreement between the Manufacturer and the Customer with general terms and conditions. The Manufacturer is the Licensor and the Customer is Licensee.

These Lease and Evaluation License Terms also apply to evaluation licenses, where no Lease Agreement exists. The Manufacturer is the Licensor and the Evaluator – the user who has downloaded, installed and launched the Software – is Licensee.

No installation of the Software shall be taken into use without first agreeing to these Lease and Evaluation License Terms.

2 Purpose

These Lease and Evaluation License Terms constitute the standard terms of the Manufacturer's Software. Licensee agrees and accepts that Licensee is bound by these Lease and Evaluation License Terms.

The software is protected by copyright and other intellectual property laws. The software is licensed, it is not sold. The Licensee understands and agrees that the Manufacturer (or other third party as the case may be) is the sole proprietor of the rights to the Software. Whatever may be in these Lease and Evaluation License Terms, the Manufacturer retains all rights to the Software.

The software is made available and operated by the Manufacturer (and the Manufacturer's partners if relevant) as a Software-As-A-Service (SaaS) and / or as agreed through the Lease Agreement between the parties.

3 Concepts

The following terms apply to these Lease and Evaluation License Terms:

Software

To be understood as standard Software in the sense of the lease, as well as any adaptations that apply to the Licensee.

The Software licensed by the Manufacturer consists of all media, printed matter, user manuals, documentation and / or manuals, electronic documentation and / or other information that naturally belongs to the Software.

The Software is a software system designed to satisfy the needs of a larger customer group within an area where many require system support, and where the rental object is limited to the system's defined standard functions, unless otherwise specified. Software is made available to the Licensee via an agreed communication point.

Adaptations

In this agreement, the term "Adaptation" means changes made to the standard Software of the rental agreement in order for it to support special needs for the Customer, or for a group of customers where the Customer is also included.

Parameter setting, configuration, etc., using the general features of the Software, and which do not result in changes to or additions to the Software code, are not considered as adaptations.

Intellectual property rights

Intellectual Property Rights means any and all intellectual property rights, including but not limited to copyright, related rights, database rights, confidential information, trade secrets, know-how, company names, trade names, trademarks, competition rights, patents, tools and models wherever in the world.

Lease and Evaluation License Terms

"Lease and Evaluation License Terms" means these terms and conditions that govern and control the right of use of the Software and other terms accepted by the Customer / Licensee in connection with the installation and / or use of the Software.

SaaS - Software as a service

SaaS means a delivery model where the Software is leased to the Customer or made available to the Licensee as a service where the Software is owned, operated, maintained and managed by the Manufacturer.

4 Right to use

The Customer or an evaluation license Licensee receives a limited and non-exclusive, non-transferable and time-limited right of use to the Software, and to any Adjustments, only for Customer's / Licensee's own internal business purposes, against payment as agreed in the Lease Agreement, as applicable. Use of the Software and Adaptions is subject to the following terms:

- a) Customer / Licensee shall not allow users to share user access.
- b) Customer / Licensee shall not resell, re-lease or otherwise make the Software accessible for anyone else than the Customer / Licensee.

c) Customer / Licensee shall not outsource the operation (if applicable) of the Software to anyone other than the Manufacturer.

d) Customer / Licensee shall not allow vendors or competing solutions agents to access the Software.

The duration of the right of use applies as long as the Lease Agreement or evaluation license period runs, unless otherwise stated in the Lease Agreement.

5 Logging

Railcomplete AS and the Software comply with GDPR 2016/679.

The Software has several levels of logging.

Local logging which is not transmitted

Startup information, errors and use of the Software are logged to an unencrypted private permanent local log file 'RC-log.txt' stored in the End User's %TEMP% folder. It contains startup history, error history and command usage history. It is readily accessible for the user with a dedicated command to open the log file. It is not transmitted to the Manufacturer unless the Customer's End User, each time, *consents* to share this information, using email, screen sharing or any other media. This file is a FIFO that is filled up to a highwater mark, currently about 100 MB, and then does not increase in size anymore. The Manufacturer's ability to troubleshoot the Licensee's machine may become impaired if the log file on the machine is deleted in whole or in part.

License validation logging on Software startup

At the start of the Software, the user's country¹, contract ID, domain name, license level, license days left, license end date and the Software version are logged. Username and machine name are NOT logged.

The information is transmitted securely using http POST to a cloud service controlled by Railcomplete AS. The information is encrypted and stored in the cloud and is readable by an application that only Railcomplete AS' Data Protection Officer(s) (DPO) have access to.

The purpose of logging on startup is to assess which of the Software's versions are in use, monitor unauthorized use of the Software, and to generate statistics.

¹ We use the End User's IP address to find the corresponding ISO 3166-2 country code and the country's Longitude / Latitude. The country code and the Longitude/Latitude are stored in the RCDB databases. The End User's IP address is NOT stored.

Logging of errors

In case of an error in the Software, minor or major, the Software will log data from the event. The user's country, contract ID, domain name, Software version and DNA version are logged together with a pseudonymized version of the error message. Data entities recognized as usernames, folder names etc are pseudonymized (replaced with an unintelligible but corresponding token) before transmission from the user's machine.

The information is transmitted securely using http POST to a cloud service controlled by Railcomplete AS. The information is encrypted and stored in the cloud and is readable by an application that only Railcomplete AS' Data Protection Officers (DPO) have access to.

The purpose of logging errors is to detect problems with the Software.

Logging of commands

The Software logs the names of Software commands as they are being used, file opening events, switching between files events, file closing events, DNA update events, and the number of RailCOMPLETE objects found in the currently active RailCOMPLETE document. The information is appended to a temporary local log file on the End User's machine, a new such file each usage day. Data from non-RailCOMPLETE documents are not logged.

The preceding days' temporary local log files are transmitted securely using http POST to a cloud service controlled by Railcomplete AS, whereupon those files are erased from the End User's machine. The information is encrypted and stored in the cloud and is readable by an application that only Railcomplete AS' Data Protection Officers (DPO) have access to.

The user's country, contract ID, domain name, Software version and DNA version are logged together with a pseudonymized version of the remaining message. Data entities recognized as usernames, folder names etc are pseudonymized (replaced with an unintelligible but corresponding token) before transmission from the user's machine.

The purpose of logging commands is to be able to analyze how the Software is used, to identify parts of the Software that are rarely or never used, and to enable the Manufacturer to direct its further development of the Software.

Using the Software without a working Internet connection

The End User's machine does not have to be connected to the Internet to use the Software, provided that a valid license key has already been activated in the Software.

Data from license validation and from error events, which according to the sections above should have been logged immediately to the cloud service, will not be logged when no connection to the Manufacturer's cloud service is found. However, these events will be logged to the user's private clear-text log file and may be accessed at a later stage if needed, with the End User's consent.

Buffered log data (commands) will reside on the End User's machine until those files have eventually been transmitted to the cloud service, when a working Internet connection is back, whereupon those files are erased.

The Software's web links, FAQ pages and Help functions will generally require a working Internet connection to present updated information to the user and will not respond fully during the loss of Internet.

Extracting sensitive information

Only DPOs are allowed to decrypt cloud information. DPOs can indirectly reveal the identity of pseudonymized usernames or machine names. Since logged information has been pseudonymized before encryption and cloud storage, the only way to trace a user or machine is to know those identities beforehand and re-do the pseudonymization of that user's name or machine name. Only DPOs will have access to the software that carries out such pseudonymization.

Extracting anonymous statistics

DPOs extract anonymized statistics for domains / time spans / geographical regions / groups of users / groups of machines. DPOs make such statistics available to developers seeking to remedy the observed types of errors, to sales and marketing seeking to promote the usage of the Software, and to the license department seeking to control authorized and to block unauthorized use of the Software.

6 Restrictions

The right of use specified in paragraph 4 above assumes that the Licensee always complies with the present Lease and Evaluation License Terms and the RailCOMPLETE End User License Agreement (EULA), and that Customers always apply with the provisions of the Lease Agreement, including that payment, in accordance with applicable rates, is paid.

Customer / Licensee may use the Software for internal business purposes only. Customer / Licensee does not have the right to bypass the technical limitations of the Software, reverse engineer, decompile or disassemble the Software, nor make any copies of the Software other than those specified in the Agreement between the Parties, to publish the Software in such manner that others may copy, distribute, rent, lease, or lend the Software, use the Software to commercial hosting services, give access to the Software to competitors of the Manufacturer.

The Customer / Licensee may not modify or remove any markings or notices relating to intellectual property rights, patents, trademarks or other rights contained in or related to the Software.

All rights not explicitly assigned are reserved for the Manufacturer.

7 Limited Warranty

The intended operation of the Software is warranted as explicated in the RailCOMPLETE End User Licence Agreement, section 8.

The Customer / Licensee understands and agrees that the Software will never be completely free of errors and the Manufacturer makes no warranty or assurance that the Software will be completely free from defects. This Limited Warranty is subject to the following restrictions:

- Implicit or tacit warranties, explicit warranties, or non-waiver terms due to prescriptive rules will last for one year for standard Software and three months for Adaptions from the start of the limited warranty period;
- This Limited Warranty Period does not cover issues resulting from accident, misuse or use of the Software that are incompatible with the Lease Agreement or published documentation or guidance, or as a result of events beyond the reasonable control of the Manufacturer;
- This Limited Warranty will not apply if the minimum requirements of the Licensee's machine are not met. Software (meaning standard Software) has a limited warranty of one (one) year. Adaptions have a limited warranty of 3 (three) months.

8 Miscellaneous

These Lease and Evaluation License Terms will be governed by and construed in accordance with Norwegian law, but with the exception of (i) any applicable law rules and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG").

The right venue is Oslo District Court (Norw.: Oslo Tingrett).

These Lease and Evaluation License Terms shall apply to any Software licensed by the Manufacturer to the Customer until such Lease and Evaluation License Terms are amended in accordance with these Lease and Evaluation License Terms.

The Manufacturer may change these Lease and Evaluation License Terms with six (6) months' written notice to the Customer. Notification will take place by electronic communication to the Customer's appointed person for contractual matters, see Appendix 5.