Sharecat™

Terms & Conditions

SaaS & Data Services

Doc. Owner: Chief Commercial Officer (CCO)

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B09	07/02/2025	Updated – general wording improvements for clarity and update to section 15.7.	T.Haylock	D. Pettersen	T.Haylock

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1. Scope

These general conditions are an integral part of the Agreement and shall apply to the Services, except to the extent otherwise explicitly agreed upon in writing by the parties.

1.1.1.   The Agreement is comprised of the following contents, in order of precedence:

– A Scope of Work as defined by items included in a Purchase Order from the Customer, referencing selected items from a Service Agreement provided by Sharecat.
– A Service Agreement from Sharecat defining the Services available for the Customer to request, including referenced functional descriptions.
– Any agreed exceptions and clarifications between the parties attached as an appendix.
– These Terms and Conditions
– The Addenda referenced in these Terms and Conditions

1.1.2.   The Services may constitute one, or a combination of the following;

– Customer use of the Sharecat Platform as a software as a service via the Internet
– Support services linked to Customer use of the Sharecat Platform
– Support services linked to specific work scopes conducted by Sharecat using Sharecat's Platform and tools as applicable to the Scope of Work agreed with the client as detailed under the Purchase Order.

2. Definitions

2.1.1.   Unless the context or circumstances clearly suggest otherwise, the following capitalised terms shall have the meanings stated below:

2.1.2.   "Agreement" means the documents listed in clause 1.1.1 unless otherwise agreed in writing.

2.1.3.   "Affiliate" of a party means any legal entity in which a party, during the term of the Agreement, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or has the direct or indirect power to direct the management and policies of that entity, whether through ownership, contract, or otherwise, or controls or is under common control with a legal entity which holds the foregoing ownership or management power.

2.1.4.   "Contact Person" means the Contact Person appointed by each party.

2.1.5.   "Content" means all data and information that is held in the Sharecat Platform and processed as part of the Services. Content can be sub-divided into the following types;

2.1.5.1.   "Customer Content" means information, in any form, which belongs to the Customer and input into the Sharecat Platform used, stored, or otherwise processed in the Services.

2.1.5.2.   "Third Party Content" or "3rd Party Content" means information provided by a party other than the Customer which the Customer has the right to access and/or store in the Sharecat Platform,

2.1.6.   "Platform Related Content" means information that Sharecat and/or the Sharecat Platform create(s) that is extracted from, derived from or linked to the other forms of Content processed as part of the Services, including how users interact with it.

2.1.7.   "Customer" means the Company, or Companies, that is the signatory of the Service Agreement with Sharecat and who have given Sharecat the assignment to perform the Services.

2.1.8.   "Third Party Software" or "3rd Party Software" means any software or system owned by a party other than Sharecat. Third Party Products can be sub-divided into the following types:

2.1.8.1.   "Customer Systems" and "Customer Software" means any software or systems in use by the Customer, or which the Customer may wish to use via a direct license with the provider of the software, and which the Customer may wish to integrate with the Sharecat Platform as part of the permitted use as defined in the Scope of Work.

2.1.8.2.   "Non-Customer Systems" means any software or systems used by Third Parties which the Customer does not have control, ownership and/or a direct license to use, and which may or may not be used as part of the Customer's operations and/or projects as part of a separate agreement between the Customer and Third Parties.

2.1.9.   "Third Party Software Provider" is the company or entity providing Third Party Software.

2.1.10.   "Defects" means any deviation in the Services or implementation of the Services from the requirements set out in this Agreement.

2.1.11.   "End Client" means a party to which Customer has a contractual obligation linked to the permitted use of the Services.

2.1.12.   "Hypercare" means a defined period of mandatory 2nd line support for new Customers to Sharecat, which starts upon successful completion of the User Acceptance Test, with the Customer, for the first Workspace in the Sharecat Platform.

2.1.13.   "License" means the right granted to Customer pursuant to Section 4.2 below to use the Sharecat Platform's features and functions as specified and delimited in the Scope of Work.

2.1.14.   "Main Production Environment" means the real-time setting where the latest version of features and functions of the Sharecat Platform are pushed into live, usable operation for the intended end users to use.

2.1.15.   "Party" means a party to this Agreement, i.e. Customer and Sharecat, jointly referred to as the "Parties""

2.1.16.   "Permanent Delete" means that all files uploaded by the Customer and any Third Parties granted access by the Customer to the corresponding disk space are deleted and impossible to recover.

2.1.17.   "Permitted Use" means the permitted Customer use case as defined in the Scope of Work and/or Service Agreement.

2.1.18.   "Purchase Order" means the formal contractual document issued by Customer to Sharecat, whereby the Customer commissions Sharecat and Sharecat agrees to perform the specified Scope of Work listed in the Purchase Order with reference to offered Services detailed in a Service Agreement from Sharecat.

2.1.19.   "PO Acceptance Date" means the date of Sharecat's formal acceptance of the Customer's Purchase Order in writing.

2.1.20.   "Scope of Work" means the items included in a Purchase Order from the Customer referring to a Service Agreement which defines the Services, specifications, functions, commercial terms and other deliverables in the Services as agreed between the parties.

2.1.21.   "Services" means all services that are to be provided by Sharecat under the Agreement as defined in the Scope of Work.

2.1.22.   "Service Level Agreement" means the service level agreement to be entered into by the parties in the form set out at Addendum A.

2.1.23.   "Service Agreement" means the service agreement to be entered into by the parties which sets out the services and functionality offered by Sharecat and/or the Sharecat Platform.

2.1.24.   "Sharecat" means the party entering this Agreement with Customer as named in the Purchase Order.

2.1.25.   "Sharecat Platform" or "Platform" means the Sharecat cloud based software as a service system.

2.1.26.   "Support" means Services in addition to, or, independent of a License to use the Sharecat Platform.

2.1.27.   "Third Party" or "3rd Party" means any party other than Sharecat or the Customer and their respective affiliates.

2.1.28.   "User" means Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers, clients or other individuals who are authorized by Customer pursuant to this Agreement to use the Customer's Workspaces(s) in the Sharecat Platform.

2.1.29.   "Work Order" means "Purchase Order" and vice versa.

2.1.30.   "Workspace" means an area within the Sharecat platform for the Customer's data which is configured as per Customer preferences considering available alternatives and to which the Customer's users are provided access to utilise functionality under the terms of the Agreement.

3. Term & Duration

3.1.1.   Unless otherwise agreed by both parties in writing, this Agreement runs for three (3) years from the date as set out in the Service Agreement , or, (if applicable) the Customer's Purchase Order (whichever is later), but not before said documentation comprising the Agreement is signed and agreed by the parties.

3.1.2.   Unless specified in the Scope of Work, Licenses for the Sharecat Platform shall be active as of the PO Acceptance Date.

4. The Sharecat Platform – Software as a Service (SaaS)

4.1. General

4.1.1. This Section 4 and its subsections apply when the Services include direct Customer use of the Sharecat Platform

4.1.2. The Sharecat Platform is a Cloud based Software as a Service (SaaS) offering made available via a network. Customers may use the features and functions of the Sharecat Platform through a license to use agreement, the scope of which to be defined in the Customer's specific Scope of Work supplied with the terms defined in these Terms and Conditions.

4.1.3. The Sharecat Platform is designed to be available 24/7, subject to maintenance. Customers will be notified reasonably in advance of scheduled maintenance and is itself fully and solely responsible for notifying all of the Customer's users including partners, contractors and subcontractors.

4.2. License

4.2.1. During the term of this Agreement, Sharecat hereby grants to the Customer a non-exclusive, limited and non-transferable right and Licence to access and use the Sharecat Platform in accordance with the Scope of Work.

4.2.2. All licenses for the Sharecat Platform are "License to Use", which include the following;

–   Use of features and functionality that are available in the Main Production Environment of the Sharecat platform (see also section 4.5.3) at the time of establishing this Agreement and that have been included in the Scope of Work.
–   Standard upgrades and general maintenance of the service
–   Incident response as detailed in Addendum A – Service Level Agreement, for the Main Production Environment hosted by Sharecat only.

4.2.3. Any support that is not part of the Scope of Work agreed between Sharecat and Customer and/or includes services that are not embodied in the Service Level Agreement will incur additional costs for the Customer.

4.2.4. Within the scope of the License, and the terms of the fair usage policy described in clause 4.3, Customer may;

–   Access, store, use and manage Content held within the Customer's Workspace(s) in the Platform, including Customer Content and Third Party Content to which Customer or its Affiliates has the right to pursuant to agreement with any relevant Third Parties, including any limitations to use of such information.
–   Give access to Users to the Customer's Workspaces without a limit on total number.
–   Give Third Parties' users access to Customer's Workspace in the Sharecat Platform to the extent necessary for the Customer's operations and/or projects in which the Customer and Third Parties participate as part of a separate agreement between the Customer and the Third Parties.

4.2.5. Neither Customer nor any other party to which Customer has granted access to the Sharecat Platform, are entitled to use the Sharecat Platform or Content in any other ways than as explicitly described in this Agreement, without the prior written approval of Sharecat.

4.2.6. The license does not infer any title, ownership or usage rights outside of the Sharecat Platform of;

–   Metadata relating to Content held in our Platform and other internal systems.
–   Data structures, configurations, definitions and models provided by Sharecat part of the Services (for example - Reference Data Libraries / Class Libraries)

4.3. Functionality

4.3.1. The available features and functions of the Platform are described in the Service Agreement and its references.

4.3.2. Sharecat provides information regarding changes to features and functions on Sharecat's website and via Customer specific communications. Customer agrees to monitor the website on a regular basis for changes.

4.4. Integrations & Third Party Software

4.4.1. The Customer (including Customer's End Users) may choose to use or procure other Third Party Software or services in connection with the Sharecat Platform, including software/applications, implementation, customization, training or other services.

4.4.2. Where use of the Sharecat Platform's Application Programming Interfaces (API) are included in the Scope of Work, the Customer may use the existing Sharecat APIs, that are available at the time of establishing this agreement, for integrating the Sharecat Platform to Customer Systems.

4.4.3. Use of existing Application Programming Interfaces (API) for integrating to Non-Customer Systems is not included, unless explicitly stated in the agreed Scope of Work. When not included in the agreed Scope of Work, such integrations will require the Third Party or Parties, with permission and/or license to use to the Non-Customer System in question to have a separate direct agreement with Sharecat.

4.4.4. Where not included in a Scope of Work, use of Sharecat's APIs may incur additional cost for the Customer, as defined in the Service Agreement from Sharecat.

4.4.5. Customers may integrate Third Party Software only with content held their Workspaces in the Sharecat platform, but direct integration to the Sharecat Product Catalogue application and other platform content held within the platform, which is common to all Workspaces, is explicitly excluded.

4.4.6. Any support required by the Customer from Sharecat for establishing integrations with Third Party Software is a payable service by the Customer in addition to the License.

4.4.7. The Customer's receipt or use of any Third Party Software or services, in the form of Customer Systems, is subject to a separate agreement between the Customer and the Third Party provider. If the Customer enables or uses Third Party Software or services with the Sharecat Platform, Sharecat will allow such Third Party Software to access Content for the Customer's Permitted Use as required for the interoperation of the Third Party Software and services with the Sharecat Platform, provided they are Customer Systems and provided such usage is included for in the Scope of Work. This may include transmitting, transferring, modifying or deleting Content, or storing Content on systems belonging to the Third Party Software providers or other Third Parties.

4.4.8. Third Party Software Providers of Customer Systems have no right to access or use any Content held in the Sharecat Platform.

4.4.9. Sharecat is not responsible for any access to or use of Content by Third Party Products or services, or for the security or privacy practices of any Third Party provider or its software or services.

4.4.10. The Customer is solely responsible for the Customer's decision to permit any Third Party provider or Third Party Software or service to use Content.

4.4.11. Sharecat disclaims all liability and responsibility for any Third Party Software or services (whether support, availability, security or otherwise) or for the acts or omissions of any Third Party Providers or vendors.

4.4.12. Functions within the Sharecat platform that utilise and/or are integrated with Third Party Software, such as but not limited to Microsoft Office 365 and others, require Customers and their users to have a separate license to use the Third Party Software which is not included in Sharecat's scope of supply.

4.4.13. Sharecat may withdraw permission that may have been previously given for integrating with Third Party Software at any point should Sharecat judge that the usage by the Third Party Software contravenes the fair usage policy (clause 4.5) and/or if the Third Party Software and/or Third Party Software Provider has positioned themselves to be a direct competitor to Sharecat.

4.5. Fair usage policy

4.5.1. Sharecat operates a fair use policy for certain transactional volumes that are not otherwise covered by granted rights.

4.5.2. Fair usage of the Sharcat platform means that Customers and their Users may not overwhelm or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:

–   Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser.
–   Going far beyond the use parameters for any given service as described in its corresponding documentation.
–   Consuming an unreasonable amount of storage in a way that's unrelated and beyond the scope and purpose for which the services were designed.

– Excessive API calls from Customer Software or Third Party Software.
– Harvesting of Content for use and storage in other Systems.

4.5.3. All pricing assumes use of the Sharecat Platform within the terms of the fair usage policy. Any such variance beyond what is fair use, as determined by Sharecat, may, at Sharecat's option, result in an additional mutually agreed excessive activity fee payable by the Customer. Should the Customer not wish to pay such a fee, the Customer may choose as an alternative to have their usage of the Sharecat Platform be limited to within levels that are determined to be fair considering the scope of the Customer's License.

4.6. Environments

4.6.1. All licenses include for Customers to access and use the functions and features in the Main Production Environment of the Sharecat platform only, for which the Service Level Agreement applies (Addendum A).

4.6.2. Customers may request to establish separate instances of the Sharecat platform hosted in other infrastructure outside of the Main Production Environment. Any cost for operations and maintenance of the operating environment for such separate instances is not included in the Sharecat license fee. This includes any support required from Sharecat for establishing, maintaining and updating the separate instance which will be charged in addition to the license fees.

4.6.3. The details of "Addendum A – Service Level Agreement" do not apply to any separate instances in infrastructure provided by the Customer either directly or by a Third Party.

4.6.4. Deployment of any platform updates for whatever reason (see sections 4.9, 4.11, 4.13 and 4.14) will be subject to additional cost to be paid by the Customer for any environments hosted in infrastructure provided by the Customer, either directly or by a Third Party.

4.6.5. Where not included in a Scope of Work, access to the staging environment of the Sharecat platform can be requested by Customers subject to a separate specific agreement and additional cost. Sharecat reserves the right to reject any such requests.

4.7. Obligations

4.7.1. Sharecat is responsible for ensuring that all Services are delivered is in accordance with this Agreement and fulfils the requirements and descriptions in the Scope of Work.

4.7.2. Sharecat is responsible for ensuring that the Main Production Environment of the Sharecat platform, hosted by Sharecat, is provided in accordance with the Service Level Agreement.

4.7.3. Sharecat acts as mere provider of access to the Sharecat Platform as set forth herein, and Sharecat assumes no responsibility whatsoever relating to any transactions or interactions engaged into between Customer and any Third Parties or Users through the Sharecat Platform.

4.7.4. Customer is fully and solely responsible for determining the suitability of the Sharecat Platform for Customer's business and needs, and for complying with any regulations, laws or conventions etc. applicable to the Customer Content and Customer's, User's and Customer-engaged Third Parties' use of the Sharecat Platform and the Services.

4.7.5. Customer shall not, and shall ensure that its Users and engaged Third Parties do not:

– Copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Sharecat Platform.
– Access or provide access to the Sharecat Platform for the purpose of creating a product or service directly or indirectly competing with a product or service from Sharecat, including copying the Sharecat Platform's features or user interface.
– Allow any other person or entity to use the Sharecat Platform or associated documentation for the benefit of any person or entity where such use may result in the creation of an offering or product directly or indirectly competing with an offering or product from Sharecat.
– Make any use of the Sharecat Platform that violates any applicable local, state, national, international, or foreign law or regulation.
– Sublicense, license, sell, lease, or rent the Sharecat Platform to third parties.
– Permit or provide access to the Sharecat Platform to a Third Party deemed by Sharecat to be a direct competitor.

4.7.6.   Customer shall be fully and solely responsible for having access to the Internet, along with any associated equipment needed to access the Services and shall only use the Services in accordance with Sharecat's instructions and this Agreement.

4.7.7.   Customer is fully and solely responsible for any modifications and changes required in Customer Systems for or in relation to the integration of the Sharecat Platform with Customer Systems.

4.7.8.   Customer is responsible for appointing the persons that shall be authorised to use the Sharecat Platform on behalf of Customer including any approved Third Parties as the Customer may require. The Customer is responsible to register the authorisations and chains of approval in the Sharecat Platform, and for ensuring that all use of the Platform by Users and engaged Third Parties is at all times in accordance with the details of this Agreement.

4.7.9.   Customer is responsible for obtaining, and hereby grants to Sharecat and its contractors, all necessary rights and permissions to enable any use, provision, storage, and processing of Content in the Sharecat Platform related to Customer's use of it and/or the Services. This includes inter alia Customer making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated information in such Content and/or 3rd Party Content.

4.7.10. The Sharecat Platform may not be used in any jurisdiction for, in that jurisdiction, unlawful, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved by Customer, and terminated if not resolved promptly.

4.8. Permanent Delete

4.8.1.   Public Cloud

4.8.1.1.   For use of the Sharecat Platform in the public cloud Customer Content is rendered unrecoverable in conformity with NIST guideline NIST SP 800-88r1 for media sanitization.

4.8.2.   Private Cloud

4.8.2.1.   For use of the Sharecat Platform on Sharecat's private cloud, Permanent Delete is an option that must be confirmed by the Customer at the start of the first agreed Scope of Work for a private cloud. Customer can then elect an option to establish a segregated disk space and backup area in order to be able to request permanent deletion of Customer Content. Permanent Delete means that all files uploaded by the Customer and any Third Parties to the corresponding disk space granted access by the Customer are deleted and impossible to recover.

4.8.3.   General

4.8.3.1.   Permanent Delete for agreed separate instances of the Sharecat Platform running on a Customer cloud account or Customer private cloud will be the responsibility of the Customer and performed in line with such Customer cloud service agreements.

4.8.3.2.   Where a Permanent Delete has been agreed, the Customer must notify Sharecat in writing of their wish to permanently delete their data. On receipt of such a notification Sharecat will – without further notice – permanently delete the data within 30 calendar days and provide a certificate of deletion once complete. Permanent deletion is not automatically initiated at the expiry of an agreement unless specifically requested using the process above. It is Customer's full and sole responsibility to secure local backup of data covered by a Permanent Delete request, if needed/applicable, and Sharecat disclaims any and all liability for any damage or losses due or related to a Permanent Delete performed on Customer's request.

4.8.3.3.   Permanent Delete applies only to uploaded files, other Customer Content may remain in Sharecat Platform in the form of metadata, back up files and similar until expiration of such files as governed by Sharecat's retention practices.

4.9. Defects

4.9.1.   In the event of any Defects in functionality, Customer has the right to demand rectification of such Defects according to the applicable Sharecat service level agreement (SLA) as defined in Addendum A of these Terms and Conditions. The mode of rectification shall be at Sharecat's sole discretion. The Customer after having noticed any Defects shall report such Defects without undue delay.

4.9.2. Where Defects in functionality of the Platform results in errors in Content held in the Sharecat Platform, Customer may request Sharecat to roll back the data to a previous version/revision to remove the errors. This is the only remedy available to the Customer in such instances. Sharecat shall not be liable for any form for rectification work due to loss of or damage to Content or fidelity resulting from either defective functionality and/or loss of information and content due to rolling back to a previous version.

4.9.3. To the extent that Defects are the result of Customer use or adjustment of configuration of/in the Platform (for example changes in configuration, workflows, distributions, creation of reports, or similar), Sharecat shall have no obligation to remedy the Defects and resulting errors that may occur, and no liability for loss or damage due to the impacts of such Defects and errors. The Customer may request Sharecat's assistance to remedy such Defects and errors which may incur additional cost.

4.10. User Acceptance Test

4.10.1. When a new Workspace is established for a Customer, the configurable elements within the platform shall be tested to confirm they have been configured in line with the Customer's preferred alternative via a User Acceptance Test (UAT). Customer preferences for how configurable elements are to be implemented shall be agreed as part of the implementation process, where a preference is not specified or advised by the Customer, Sharecat will apply a default configuration.

4.10.2. Standard functionality and/or core functionality that is common to all users of the platform is not subject to any form of UAT for acceptance by customers.

4.10.3. Successful completion of a UAT means that the functions that can be configured have been successfully confirmed to be configured as per the Customer's preferred alternative agreed and made available in the Customer area / Workspace in the Platform.

4.10.4. Customer Acceptance is given by default when the functionality is demonstrated to the Customer's reasonable satisfaction to be correctly configured during the UAT.

4.11. Modifications

4.11.1. Modifications, i.e. adjustments of configuration of existing features and functions to the extent possible and reasonable, shall be provided by Sharecat as necessary during the implementation of the Platform to meet the Customer preferences defined in the User Acceptance Test (UAT).

4.11.2. On successful completion of a User Acceptance Test (UAT), Any modifications after completion of the UAT that require Sharecat's assistance will incur additional cost, either via a hypercare agreement or a general support agreement (if the hypercare period is finished).

4.11.3. The Customer may request Sharecat support to modify the Services at any time. The request for modification shall be communicated in writing to the Supplier's Contact Person. Such modifications may incur additional cost.

4.11.4. Should the Customer wish to expand the scope of the Services to include available features and functions not currently included in the existing Service Agreement, this may be done via formal request to Sharecat who will advise of any potential impacts to the existing Agreement including any additional costs.

4.11.5. Sharecat may make changes to the Software from time to time to the extent that such changes do not adversely affect the functionalities of the Software.

4.12. Input files

4.12.1. Unless agreed otherwise in writing, the Customer will utilise the standard Sharecat input templates, where available, for populating the Platform with Content. Use of Customer templates may incur additional cost.

4.13. Changes and updates to the Platform

4.13.1. The Customer acknowledges that the Sharecat Platform is an on-line, subscription-based product, and that in order to provide improved customer experience Sharecat may make changes to the Platform and may update the applicable Platform technical documentation accordingly.

4.13.2. Sharecat will, on request, provide Customer with information regarding new features and functions and Platform development plans ("Roadmap"), and offer to Customer, subject to additional payment, access to new functionality not included in the Service Agreement when it becomes available.

4.13.3. Sharecat may at its own volition upgrade and/or replace the functions and features of the platform partially or in their entirety. In such instances the Customer is obliged to migrate to the upgraded functions and features where these functions and features replace existing functionality that the customer has included in their Service Agreement. Customers may not claim any form of damages or reduction in price due to the need for such migrations.

4.13.4. Sharecat may at its own volition upgrade and/or replace elements of the Application Programming Interfaces (API) of the Sharecat platform as part of maintenance and/or updates to the platform. In such instances where changes to the APIs affect a Customer's existing integration(s) between the Sharecat Platform and any Third Party Software, any work required to update the integration(s) due to changes in the Sharecat Platform API(s) is the sole liability and responsibility of the Customer.

4.13.5. No form of claims for reimbursement, damages, liability or similar requests, can be made to Sharecat by the Customer or any Third Parties due to costs incurred due to new, changed, or updated functionality including API(s).

4.13.6. Sharecat periodically retires obsolete and/or replaced functionality. In such instances, Sharecat can discontinue any portion or feature of the Platform or Services for any reason at any time without liability to the Customer. The date for retiring obsolete and/or replaced functionality will be defined solely by Sharecat. For Customers affected by such retirements Sharecat shall provide the Customer with as much advance notification as is reasonable to allow the Customer to migrate to the new equivalent functionality.

4.13.7. Any schedules and target release dates for changes and updates (including section 4.14) that may be provided to the Customer by Sharecat are indicative only and may be subject to change.

4.14. Customer requested development

4.14.1. Customers may request to add new features and functions to, and/or, accelerate already planned new features and functions in Sharecat's Roadmap. Acceptance of such requests is at Sharecat's sole decision and may be conditional on additional fees being paid by the Customer to prioritise the requested items in Sharecat's development plans.

4.14.2. Accelerating or adding items on the roadmap due to a Customer request gives the Customer no ownership or rights in the new functionality to be developed or any underlying associated intellectual property, including in such cases where the Customer pays an additional fee as a condition of Sharecat accepting the request.

4.14.3. Where Customers pay an additional fee for such requests, the Customer will have the new functionality included, once completed, in the scope of their Service Agreement without impact to the license fees defined in the Service Agreement, unless agreed otherwise.

4.14.4. For features and functions requested by the Customer, Sharecat has sole control over the scope, definition, schedule and execution of the development work. Sharecat at it's sole decision may choose to grant permission to the Customer to participate in design reviews for the features and functions requested, such permission may be withdrawn at any time.

4.14.5. Target dates requested by the Customer for release of new functionality are non-binding and do not infer any form of liabilities, refunds or damages to be applied to or paid by Sharecat should the target dates not be achieved, whether Sharecat confirms to the Customer to work towards such dates or not.

5. Services - Platform Support

5.1.1. Customer may request for Sharecat to include in the Services support activities linked to Customer's usage of the Sharecat Platform, for example – support to the Customer's admin users and superusers (2nd Line Support), support to all Customer's Users (1st Line Support). Such support will incur additional cost.

5.1.2. Where the Agreement authorises Customer to use the Sharecat Platform across multiple projects, assets or installations, any implementation of a new Workspace in the Sharecat Platform, as may be necessary and when not included in a Scope of Work, shall be a support service which may incur additional cost.

5.2. Hypercare

5.2.1. Hypercare is a period of 2nd Line Support provided by Sharecat as defined in the Service Agreement, focused on the initial period of usage for new Customers, as defined in the Service Agreement, after completion of UAT. Hypercare is mandatory for all new Customers and is not included as part of the License cost, and subject to additional fee if not included in a Scope of Work.

5.2.2. Hypercare may be used for modifications and adjustments of configuration, as well as general support requests, but does not include for any form of functionality development work.

5.3. Training

5.3.1. Sharecat will provide, on request and at additional cost, training as Customer may require. Unless specifically agreed otherwise, training courses will be held online.

6. Services – Other

6.1. General

6.1.1. This section (section 6) and its sub-sections are applicable specifically to where personnel from Sharecat (and its Affiliates and/or contractors) utilise Sharecat's Platform and tools to deliver a specified work scope to the Customer. This can be as part of the Services or as the entire Service commissioned by Customer (i.e., the entire Scope of Work). For example, data cleansing, data cataloguing, analyses of customer data, document control activities, data migration and similar. Such activities may in certain cases not require Customer to have a license to the Sharecat Platform included in the Service Agreement, in which case this will be specified in the Scope of Work.

6.2. Management of change

6.2.1. Should Customer request a change to the Services, Sharecat shall advise within reasonable time what the time and cost impact may be, if any, of implementing such change. The Customer may not adjust requirements in any other manner other than by issuing a change order in writing.

6.2.2. Sharecat reserves the right not to adjust the Scope of Work, that may or may not already be in progress, until a change order or approval of a change request (from Sharecat) is provided in writing by the Customer. Should a change order not be raised prior to any commencement of work, the presentation of such does not prevent Sharecat from requesting additional costs to be paid linked to a change in the Scope of Work.

6.3. Suspension

6.3.1. Customer may temporarily suspend the Services or parts thereof by written notification to Sharecat. On receipt of such notification, Sharecat shall suspend the Services as soon as is reasonably practical and inform Customer of the effects the suspension will have on performance of the Services, if applicable.

6.3.2. During the suspension period, Sharecat is entitled to compensation for documented and necessary expenses in connection with the suspension of Services, this includes a reasonable time to demobilise the resources associated with the Services.

6.3.3. Upon notification by the Customer to resume the Services, Sharecat shall confirm the necessary mobilisation time required for the Services to be resumed and begin the process to resume the Services.

6.4. Defects

6.4.1. If there is a Defect in Services or any part thereof as a result of the activities performed by Sharecat. Sharecat shall reperform, replace, or correct, at its expense, such Services as may be necessary to remedy any such Defects in the Services which are brought to Sharecat's attention, in writing, by the Customer within three (3) months from the date of completion of the Services.

7. Intellectual Property & Copyright

7.1. Sharecat's IP & Copyright

7.1.1. All software related to the Sharecat Platform or otherwise used by Sharecat in the performance of Services is the property of Sharecat (or related third party) and is protected by copyright law as well as other statutory and non-statutory intellectual property law. Sharecat product names and signs are owned by Sharecat and protected under trademark law, both as registered trademarks and through use. This Agreement does not grant Customer any ownership or other rights in any of Sharecat or its affiliated companies' or any other third parties' patents, copyrights, trademarks, trade names, or service marks.

7.1.2.   Through this Agreement, software is licensed, not sold. All rights and interests not expressly granted to the Customer in the Agreement are reserved by Sharecat. Sharecat is and shall remain the full and sole owner all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Sharecat Platform and associated materials, including but not limited to:

i.   The Sharecat name, brand and associated identifiers
ii. The Sharecat Platform including;

   –   Metadata relating to Content held by Sharecat in our Platform and other internal Sharecat systems.
   –   Data structures, definitions, configurations and models provided by Sharecat as a part of the Services (for example - Reference Data Libraries / Class Libraries), where such have been created by Sharecat.
   –   Any unique identifiers, such as "TEK" and "SPC" identifiers, created by Sharecat and the Sharecat platform for Content.

   and nothing herein shall involve or imply any transfer of such ownership or rights.

7.1.3.   All Services, including any documentation, placed at the Customer's disposal by Sharecat or which have been developed mainly on the basis of information provided by the Customer are the property of Sharecat and shall not be used for any purposes other than those specified in the agreement and shall not be shared with any third party unless otherwise explicitly approved by Sharecat.

7.1.4.   Customer shall notify the Sharecat of any potential or alleged infringement of the Sharecat's intellectual property rights of which Customer becomes aware.

7.1.5.   Sharecat reserves all rights not expressly granted to Customer in this Agreement. Without limiting the generality of the foregoing, Customer acknowledges and agrees that: (a) except as specifically set forth in this Agreement, Sharecat retains all right, title and interest in and to its software, and Customer does not acquire any right, title or interest to such software except as set forth herein; (b) any configuration or deployment of software shall not affect or diminish Sharecat's rights, title or interest in and to such software. Nothing in this Agreement shall limit in any way Sharecat's right to develop, use, license, create derivative works of, or otherwise exploit its software, or to permit Third Parties to do so.

7.2. Customer's IP & Copyright

7.2.1.   Customer shall retain all rights, title and interest, including copyright and any other intellectual property rights in;

i.   Any Customer Content uploaded into the Sharecat Platform or provided to Sharecat
ii. Integration of the Sharecat Platform into Customer Systems, except if integration is carried out using Sharecat's application programming interface (API's).

7.2.2.   Use of the Sharecat Platform will not affect any existing ownership or license rights in Content uploaded.

7.2.3.   Sharecat shall notify Customer of any potential or alleged infringement of Customer's intellectual property rights of which the Sharecat becomes aware.

7.2.4.   Customer shall have no claims to any proprietary right to inventions, improvements, developments or similar that are based on any requirements and/or information received by Sharecat from the Customer.

8. Content

8.1. General

8.1.1.   Customer acknowledges and agrees that Sharecat and its contractors, may access and use Content for the purpose of providing and managing the Services.

8.1.2.   Customers and approved 3rd parties entering documentation and data into the Sharecat Platform (Customer Content and 3rd Party Content) are fully and solely responsible for the Content quality and retains any such intellectual property and ownership rights to the information as may already exist.

8.1.3.   Customer hereby undertakes and warrants to collect and maintain and handle all Content in compliance with all applicable data privacy and protection laws, rules, and regulations. Customer shall order any other person (e.g., Users) or entity (e.g., Third Parties) authorised by the Customer to provide, access or use Content to undertake equivalent obligations.

8.1.4.　The Customer has a right to create a copy of Content to which Customer, or its Affiliates, has in their Workspaces in the Sharecat Platform and has the right to make its own copies pursuant to agreement with any relevant Third Parties, including any limitations to use of such information.

8.1.5.　Sharecat disclaims any and all liability related to the quality of content held in the Sharecat Platform and the use of Content by the Customer and any other person or entity authorised by the Customer to access and use content.

8.2. Third Party Product Content

8.2.1.　The product catalogue application within the Sharecat platform is a store of Third Party Content linked to specific makes and models of products that is generic to all instances of that make/model "Third Party Product Content". Third Party Product Content is typically publicly available and owned by the company producing the product in question.

8.2.2.　The right to use Third Party Product Content, is a matter solely between Customer and the Third Party Product Content owner..

8.2.3.　Sharecat assumes that Third Party Product Content to a major extent is composed of publicly accessible technical information but may also contain information that is protected by copyright or other intellectual property rights. It shall be Customer's full and sole responsibility to obtain any and all needed rights-clearances from Third Party in order to use Third Party Product Content in relation to the Sharecat Platform and/or the Services. Customer hereby undertakes to indemnify and hold Sharecat harmless against any and all losses, claims and damages related to any unauthorised use of Third Party Product Content.

8.2.4.　The quality of Content is dependent on the quality of the input provided by the Third Party. Verification of Third Party Product Content is the full and sole responsibility of the Customer, even when such verification may be or is conducted in part or whole by others on behalf of the Customer.

8.2.5.　Sharecat has the right to delete or suspend Third Party Product Content from Sharecat and/or use by Customer if so requested by a Third Party if it appears (acting reasonably) such Third Party has title/ownership of the Third Party Product Content in question. Deletion and/or suspension of Content pursuant to such request from the Third Parties shall not be considered a breach of this Agreement.

8.2.6.　Metadata, attributes and the associated data structures, data models and identifiers linked to Third Party Product Content are defined as Platform Related Content.

8.2.7.　Unless explicitly requested otherwise by the owner of the content, all Third Party Product Content will be available to all Sharecat Platform users when the applicable functionality is included as part of the Service Agreement.

8.2.8.　Customers only have the right to take a copy of Third Party Product Content that is linked to equipment items procured which are established in the Customer's Workspace(s), for the version of the product as relevant. This does not include any Third Party Product Content referenced in lists (or similar) held in the Platform which do not have a specific link to equipment items procured.

8.3. Platform Related Content

8.3.1.　All Platform Related Content is and shall remain the full and sole property of Sharecat. The Customer shall treat such information as strictly confidential and has no rights to:

　i.　Ownership or title
　ii.　Use outside of Customer's direct use of the Services.
　iii.　Make a copy, transfer or export into other systems, unless explicitly agreed in the Scope of Work
　iv.　Share with Third Parties considered by Sharecat to be competitors to Sharecat
　v.　Use for the purpose of building a competitive product or service

8.3.2.　Customers may make Platform Related Content available in Customer Systems through the use of Sharecat's APIs.

8.4. Usage of Content

8.4.1.　Sharecat and/or its Affiliates may create analyses utilising, in part, Content and information derived from Customer or Customer's use of the Service. Analyses will anonymize and aggregate information, and are the proprietary, confidential and wholly-owned materials of Sharecat. For the avoidance of doubt, the Customer Content itself shall remain the property of the Customer. Examples of how analyses may be used include: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices, and anonymous benchmarking, etc.

8.5. Personal Data

8.5.1. If and to the extent (i) Sharecat is processing User personal data acting as Customer's subprocessor, and (ii) the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to such processing of personal data, the Data Processing Agreement (DPA) in Addendum C of these Terms and Conditions shall apply and supplement the Agreement.

8.5.2. Sharecat and its Affiliates, and their contractors may, wherever they do business, store and otherwise process business contact information (BCI) of the Customer, it's personnel and other authorised Users of the Sharecat Platform. For example, name, business telephone, address, email, and user IDs for business dealings with them. Where notice to or consent by the individuals is required for such processing, the Customer shall notify and obtain such consent. Sharecat may use personnel and resources in locations worldwide and third-party suppliers to support the delivery of products and services.

9. Data Protection & Information Security

9.1. General

9.1.1. Customer ensures and represents that no legal requirements of Customer prevent Sharecat from fulfilling its contractual obligations under this Agreement in compliance with applicable law, including, without limitation, ensuring that all concerned individuals have previously declared consent to a possible processing of Personal Information.

9.2. Information Security

9.2.1. Sharecat will take appropriate measures to ensure the confidentiality of the Customer Content, as well as measures to ensure that Customer Content does not fall into the hands of unauthorised persons. Furthermore, Sharecat will take appropriate measures to protect against the unintended modification and deletion of data, and against virus and other malware attacks.

9.2.2. Customer is entitled to request from Sharecat a written description of the security measures Sharecat takes to protect the Customer Content.

9.2.3. If the Customer demands enhanced or supplementary security measures to be taken, then the parties shall in good faith agree upon such security measures, any additional cost associated with such security measures to be borne by the Customer.

9.2.4. Customer acknowledges and agrees that Sharecat may modify the data security & privacy processes from time to time at Sharecat's sole discretion and such modifications will supersede prior versions. The intent of any modification to the data security & privacy processes will be to;

i. improve or clarify existing commitments
ii. maintain alignment to current adopted standards and applicable laws, provide additional commitments.

9.2.5. No modification to the data security & privacy processes will materially degrade the security of the Services.

9.3. Security Breach

9.3.1. "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of Customer Content or the physical, technical, administrative or organizational safeguards established by Sharecat or any person authorized by Sharecat related to protecting the security, confidentiality or integrity of Customer Content. Without limiting the foregoing, an impairment includes any unauthorized access to or disclosure or acquisition of Customer Content.

9.3.2. In the event of a Security Breach, Sharecat shall notify Customer as soon as possible, but no later than twenty-four (24) hours after Sharecat becomes aware of a security breach. Sharecat's primary business contact at the Customer shall be the main point of contact unless agreed otherwise.

9.4. Loss of data

9.4.1. In the event of the loss and/or unintended destruction Customer Content, Customer's sole remedy shall be that Sharecat without undue delay shall restore the data from the most recent back up copy available. Sharecat shall replicate Content as often as is reasonably practical for the purposes of such disaster recovery. Any data lost due to deviations between the content at the time of loss/destruction and the most recent back up is considered unrecoverable. In such cases, Sharecat shall not be liable for any unrecoverable Content.

9.4.2.   Should there be errors in Content quality due to Defects in functionality, the Customer may as its sole remedy elect to roll back Content to a backup copy prior to when the errors were caused. Sharecat shall not be liable for any loss of Content due to roll back, or any errors caused by Defects in functionality.

10.Confidentiality

10.1.1.   "Confidential Information" for the purposes of this Agreement means all information (whether written, electronic, oral, digitally embodied or otherwise) disclosed by one party (the disclosing party) to the other (the receiving party) in connection with this Agreement and its performance. Confidential Information shall include, without limitation any documents and information which are marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

10.1.2.   Confidential Information does not include information that;

i.   Was already in a party's possession at the time of its transmission and is not subject to a duty of confidentiality.
ii.   Was known or generally available to the public prior to the date of receipt
iii.   Became known or generally available to the public after the date of receipt without the receiving party's participation or fault.
iv.   Was disclosed or made available to the receiving party by authorized third parties without breach of a duty of confidentiality.
v.   Was authorized for disclosure in writing by the disclosing party.

10.1.3.   In the case that Confidential Information must be disclosed pursuant to mandatory legal requirements or a court or governmental order compelling the release of Confidential Information, the Receiving party undertakes, after becoming aware, to inform the Disclosing party immediately of this obligation and to give the Disclosing Party the opportunity to take appropriate measures. The Receiving Party shall take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. Furthermore, if the Receiving Party is obligated to disclose despite the aforementioned, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Customer's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts, at the Disclosing Party's expense, to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

10.1.4.   The Receiving Party shall;

i.   Treat the Confidential Information as strictly confidential and not to disclose it to any third party without the prior written consent of the Disclosing Party
ii.   Use it only for the purpose of performing the Agreement
iii.   Treat it with at least the same degree of care with which it treats its own Confidential Information, but not less than a reasonable degree of care
iv.   Also secure the Confidential Information against unauthorized access by third parties by means of appropriate confidentiality measures and to comply with the statutory and contractual provisions on data protection when processing the Confidential Information.

10.1.5.   The Receiving Party further agrees to make the Confidential Information available only to those employees who need to know the Confidential Information for the purpose of performing the Agreement and who are subject to a contractual or professional duty of confidentiality, and to inform such employees of the confidentiality of the Confidential Information.

10.1.6.   The Disclosing Party shall, have all ownership, usage and exploitation rights with regard to its Confidential Information. The Disclosing Party reserves the exclusive right to apply for property rights over its confidential information. The Receiving Party shall not acquire any ownership or - with the exception of use in accordance with this Agreement - any other rights of use to the Confidential Information (in particular to know-how, patents applied for or granted thereon, copyrights or other property rights) on the basis of this Agreement or otherwise due to implied conduct.

10.1.7.   The Receiving Party shall refrain from exploiting or imitating the Confidential Information itself in any way (in particular by way of so-called "reverse engineering") or having it exploited or imitated by third parties and in particular from applying for industrial property rights to the Confidential Information - in particular trademarks, designs or patents.

10.1.8.   The Receiving Party shall immediately notify the Disclosing Party in writing in the event it becomes aware of any loss, misuse, misappropriation, or unauthorized disclosure of any of the Confidential Information.

10.1.9.   The confidentiality obligation will continue for the duration of this agreement and in the event of termination of an agreement for an additional period of 2 years after termination.

10.1.10. Without prejudice to any other rights and remedies the disclosing Party may have, the receiving Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of these provisions by the receiving Party or its Representatives and accordingly, the receiving Party agrees that the disclosing Party may be entitled, without proof of special damage, to the remedies of injunction, specific performance and other equitable relief. The rights and remedies of the Parties will not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the disclosing Party to the receiving Party or its Representative nor by any failure of or delay by the disclosing Party in ascertaining or exercising any such rights or remedies.

10.1.11. The receiving Party acknowledges that it has no rights of use in or to such Proprietary Information after the expiration date.

11. Warranty & Remedies

11.1. General

11.1.1. Without prejudice to the other remedies expressly provided in this Agreement, the warranties set forth in this Section 11 with subsections are the only warranties provided by Sharecat under the Agreement and they replace and annul any and all other warranties that may have been expressed or implied including but not limited to any implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.

11.1.2. Sharecat warranties shall not apply to;

   i. any results of misuse by the Customer
   ii. damage not caused by Sharecat
   iii. any results of failure to comply with instructions provided by Sharecat

11.2. Platform

11.2.1. Sharecat warrants that the Sharecat Platform does not infringe or violate any patent, copyright and any other intellectual property rights of any third party.

11.2.2. Sharecat warrants that, when operated in accordance with the instructions provided, the Sharecat Platform, including any new versions thereof, will function substantially in accordance with the applicable functional descriptions specified in this Agreement.

11.2.3. If the Sharecat Platform and/or any upgrades or updates thereof fail to comply with the warranty set forth in subsections 11.2.1 or 11.2.2 above, Customer's sole remedy shall be that Sharecat will promptly initiate the implementation of measures to correct such non-compliance.

11.2.4. In the event of non-compliance with the service levels specified in Addendum A of these Terms and Conditions, Customer is entitled to service credits as set out in in Addendum A. In the event of repetitive periods of underperformance, Customer shall have the right to terminate the Agreement and receive, at Sharecat's cost, a copy of any Content held by Sharecat to which Customer has title/ownership or to which Customer has the right to make its own copies pursuant to agreement with the party which owns the title to the Content. Customer shall have no other claims or remedies with regard to underperformance of service levels by Sharecat.

11.2.5. Sharecat provides no warranties with regards to quality of Content than the ones provided in this Agreement.

11.3. Other Services

11.3.1. Sharecat warrants that all of its personnel are competent and capable of performing the Services specified in the Scope of Work and that the Services performed shall be performed in a good and workmanlike manner, without Defects and in accordance with the common industry good practice. The work shall comply with all applicable laws, regulations and codes of practice.

12. Liability

12.1.1. Each party's total liability for any and all claims related to the Agreement shall not exceed the amount of any actual direct damages incurred by the other party and shall under any circumstances be limited to the amounts paid (if recurring charges, up to 12 months' charges apply) for the services that are the subject of the claim, regardless of the basis of the claim.

12.1.2.   No Party shall under any circumstances be liable to the other Party, whether in contract, in tort (including negligence), under warranty, under statute or otherwise for any special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

12.1.3.   Sharecat is not responsible for damages arising from or related to the use of the Sharecat Platform.

12.1.4.   These limitations apply collectively to Sharecat, its Affiliates, contractors and suppliers.

12.1.5.   Any obligation, indemnification or warranty provided by Sharecat to the Customer for any product or service remains solely with the Customer and is not extended to any of the Customer's Affiliates or other Third Party, including Third Parties and their Users given access to the Customer's Workspace(s) in the Sharecat platform by the Customer. Neither party may bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose.

12.1.6.   Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

13. Indemnity

13.1.1.   Sharecat guarantees that the Services do not infringe any third-party rights. Sharecat undertakes, at its own cost, to defend the Customer if claims are made or action is taken against Customer regarding the infringement of patent, copyright or other right, on account of use by Customer of the Services.

13.1.2.   Sharecat's undertakings apply only on the condition that Sharecat, without undue delay, is informed in writing by Customer of the claim being made or the proceedings being instituted, and that Sharecat at its sole discretion shall make all decisions regarding the defence in such proceedings and be free to conduct negotiations for agreement or settlement. The Customer undertakes to assist Sharecat in the defence as requested by Sharecat and at the Sharecat's expense.

13.1.3.   If infringement is found to have occurred, by binding and final court decision, or if, according Sharecat's assessment, it is likely that there has been such infringement, Sharecat shall, at its own expense and choice, either ensure the Customer's right to continue to use the Services, or replace that part which constitutes infringement with another part that the Customer cannot reasonably reject, and of which use does not cause infringement, or modify it so that there is no infringement.

13.1.4.   Sharecat has no responsibility for claims based on services not provided by Sharecat, or any violation of law or third party rights caused by Content, or any Customer or Third Party materials, designs, specifications or other types of data held in the Sharecat Platform or transmitted to Sharecat.

13.1.5.   Customer shall ensure that all data registered in the Sharecat Platform by Customer or any person or entity authorised by Customer (such as e.g., Users) does not infringe any third party intellectual property rights, comply with applicable laws and regulations and does not contain computer viruses, trojans or other harmful content. Customer shall indemnify and hold harmless Sharecat from and against any damage, losses and third party claim incurred by Customer or any person or entity authorised by Customer, arising out of related to non-compliance of this clause by Customer or any person or entity authorised by Customer.

14. Termination

14.1.1.   Customer may at its convenience terminate the Agreement by giving at least ninety (90) calendar days written notice. Notice is to be given in writing, with the notice period commencing from the first working day after receipt of the notification.

14.1.2.   Should the Customer choose to terminate the agreement for convenience, in part or in whole, at any point, then all fees that are paid in advance, including fees invoiced but not yet paid by the Customer and any work already completed but not yet invoiced, are defined as the fee for termination for convenience and as such are non-cancellable and non-refundable.

14.1.3.   In the case that the Customer has established a Customer specific separate instance of the Sharecat platform and terminates the Agreement under clauses 14.1.1, 14.1.4, 15.4.1, or 16.9, then costs and reasonable expenses associated with decommissioning the Customer specific instance shall be borne by the Customer.

14.1.4.   Sharecat may suspend, revoke or limit Customer's use of the Services if Sharecat determines there is a material breach of this Agreement, a security breach, or violation of law by the Customer (including national and international sanctions). If the cause of the suspension can reasonably be remedied, Sharecat will provide notice of the actions Customer must take to reinstate the Services. If such action is not taken within a reasonable time, Sharecat may terminate the Services. In such case, the Customer will immediately cease using the Services.

14.1.5. Either party may terminate the Agreement upon written notice with immediate effect in the event that the other party:

    i.   Materially breaches its obligations under this Agreement, and such breach is incapable of remedy, or if the breach is capable of remedy, and the party does not remedy the breach within thirty (30) days of notice from the other party of such breach; or

    ii.   Becomes bankrupt, ceases payments, applies for company reconstruction, goes into liquidation or otherwise may reasonably be considered to be insolvent.

14.1.6. Upon termination, for whatever reason, Customer has the right to make copies of the Content to which Customer owns the title (Customer Content) and/or has the right to make copies of (Third Party Content)..

14.1.7. Upon request by the Customer, Sharecat shall perform reasonable termination assistance to Customer and/or its Affiliates – this may incur additional cost.

14.1.8. At termination, Customer Content will be stored and made available for Customer until one of the following milestones is met:

    i.   6 months after the termination of the Agreement,

    ii.   Customer verifies in writing that the copy received is complete and accepted

    iii.   When the Customer notifies Sharecat to delete the Customer Content.

15. Payment

15.1. General

15.1.1. Sharecat is entitled to compensation for the Services as specified in the Agreement. Sharecat is further entitled to additional compensation for any additions to the Services requested by Customer during the term of the Agreement, in accordance with the terms agreed upon by the Parties upon Sharecat's undertaking of such additional Services.

15.1.2. Support and other services conducted by Sharecat is not included within any license fees and is billable by Sharecat in addition to the license fees. The compensation payable for the implementation, configuration and other support of the Services may be determined either as a fixed price or on a reimbursable basis.

15.1.3. Prices for the Services shall be specified in the Scope of Work including the agreed currency of payment.

15.2. Payment Terms

15.2.1. Payment shall be made within thirty (30) calendar days of the invoice date.

15.2.2. All costs related to implementation, configuration and hypercare shall be invoiced on the PO Acceptance Date.

15.2.3. License fees are invoiced upon successful completion of a User Acceptance Test. Where the Platform is configured in steps, all license fees are activated on successful completion of the first User Acceptance Test.

15.2.4. License fees are payable 12 months in advance.

15.2.5. Other services shall be invoiced monthly in arrears based on time and material used, unless specifically agreed otherwise or detailed otherwise in the Service Agreement.

15.2.6. Except for cases where termination is due to material breach by Sharecat, all fees that are paid in advance, including fees invoiced but not yet paid by the Customer, are non-cancellable and non-refundable. In cases where the Customer is entitled to extraordinarily terminate the agreement (due to a material breach) Sharecat will refund the Customer any payments made in advance on a pro rata basis..

15.3. Late Payment Interest

15.3.1. If the Customer fails to pay at the agreed time, Sharecat shall be entitled to claim interest on any overdue amount, pursuant to the European Union Late Payment Directive 2011/7/EU.

15.4. Payment Default

15.4.1. If overdue, undisputed consideration, with the addition of interest on late payment, has not been paid within thirty (30) calendar days of the due date, Sharecat may give the Customer written notice that the Agreement will be cancelled if settlement has not been made within sixty (60) calendar days of receipt of such notice.

15.4.2. Cancellation may not take place if the Customer settles the overdue consideration, with the addition of late payment interest, prior to the expiry of the deadline.

15.5. Taxes

15.5.1. Prices, fees and other charges are exclusive of all taxes, including Withholding Tax, Sales Tax, Value Added Tax (VAT), Goods and Services Tax (GST), any customs or other duty, tax, and similar levies imposed by any authority resulting from Customer's acquisitions under this Agreement.

15.5.2. When applicable, the Customer agrees to:

i. Pay withholding tax directly to the appropriate government entity where required by law, without any deduction to the amount due to be paid to Sharecat.
ii. Furnish a tax certificate evidencing such payment to Sharecat
iii. Pay Sharecat only the net proceeds after tax
iv. Fully cooperate with Sharecat in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

15.6. Other Expenses

15.6.1. Any travel and/or accommodation expenses incurred due to a request by a customer as part of this agreement, shall be reimbursed by the Customer to Sharecat based on documented costs and hours used for the travel, with an additional 10% mark up to the total amount to cover administrative costs.

15.7. Annual adjustment

15.7.1. The rates and prices in the agreement will be automatically adjusted annually, effective as of each January 1st with an increase of 5%, unless otherwise notified by Sharecat to the Customer.

16. General

16.1.1. The terms and conditions of this Agreement, takes precedence over corresponding terms and conditions in any other relevant agreement between the Parties.

16.1.2. No waiver will be implied from failure to expressly reserve rights under this Agreement.

16.1.3. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

16.1.4. Sharecat is an independent contractor, not the Customer's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of the Customer's regulatory obligations, or assume any responsibility for Customer's business or operations. Each party is responsible for determining the assignment of its personnel and all contractors, and for their direction, control, and compensation.

16.2. Obligations

16.2.1. Sharecat agrees to supply sufficiently skilled personnel, software and other tools as necessary to fulfill the requirements of the Customer, as described and detailed in the Agreement.

16.2.2. Sharecat shall provide the Services in accordance with all applicable laws and regulations.

16.2.3. Customer shall allocate the resources necessary for the cooperation with Sharecat and the performance of the Services under this Agreement.

16.2.4. Customer agrees to promptly provide all applicable available input as necessary for Sharecat to conduct the Scope of Work and Services linked to the Agreement. The Customer shall also provide prompt response to any clarifications raised by Sharecat. Failure to respond in a timely manner may result in delay to delivery of the Services.

16.3. Management

16.3.1. Each party shall appoint a Contact Person who shall be responsible for cooperation in all matters relating to the Services. Sharecat's Contact Person shall be responsible for the management and supervision of all works relating to the Services, and the Client's Contact Person shall liaise with the Sharecat in all matters relating to the Services. The Contact Persons shall have authority to make binding decisions and reach binding agreements within the framework of this Agreement. Written notice shall be given to the other party if the Contact Person is changed.

16.4. Assignment & Amendment

16.4.1. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other except to a parent or subsidiary, or to a successor organization by merger, consolidation or a sale of assets. Any other attempt to do so is void. The Customer shall provide Sharecat prompt written notice of any assignment permitted under this paragraph.

16.4.2. If so requested by Customer, Sharecat will enter into an Agreement with a Third Party, on substantially the same terms as those set out in this Agreement, subject to good faith negotiations regarding the commercial terms and conditions.

16.4.3. This Agreement may not be changed or modified except by an instrument in writing signed by an authorized representative of each Party hereto.

16.5. Governing law

16.5.1. This Agreement shall be governed by Norwegian law.

16.5.2. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

16.6. Disputes

16.6.1. The parties shall use their best endeavours to settle any dispute emanating from this Agreement by negotiation. If such dispute cannot be settled by negotiations within three (3) weeks (or other period the parties mutually agree upon) from the submittance by a Party of a written request for such negotiations, the parties hereby irrevocably agree on Bergen City Court (Bergen tingrett) as exclusive legal venue.

16.6.2. Customers may request to conduct an audit of relevant parts of Sharecat and the Sharecat Platform. All requests must be in writing and require written consent from Sharecat.

16.7. Audits

16.7.1. The costs of the Audit will be borne by the Customer, including all necessary preparations.

16.7.2. Customers may not request audits more than once during any twelve (12) month period. Sharecat also reserves the right to decline any requests for audits. Where an audit request is accepted, Sharecat will advise when the audit is possible to be conducted.

16.7.3. Auditors may only conduct inspections during Sharecat's normal business hours. The Auditor will ensure that disturbances in the business operations of Sharecat caused by the Audit will be limited to the maximum extent possible.

16.7.4. Sharecat reserves the right not to share or give access to information deemed sensitive and/or critical to the Sharecat as a company, its operations, intellectual property, or products and services. Any information disclosed by Sharecat, or of which the Customer and/or its Auditor become aware during any such Audit, shall be considered Confidential Information of Sharecat and shall be subject to the restrictions on use and disclosure set forth in these terms.

16.7.5. The Customer is liable to Sharecat and its companies affected by the Audit in accordance with legal regulations for damages of all types which result from the activities of the Customer or Auditor in the context of the Audit. Any contractual limitation of liability of the present Agreement does not apply in this regard.

16.8. Notices & Communication

16.8.1. All notices under this Agreement must be in writing and sent to the business address (physical or e-mail) specified.

16.8.2. Sharecat's specified address is:

Sharecat Solutions AS
Midtunhaugen 10,

5224 Nesttun,
Norway
Email: info@sharecat.com

16.8.3. Sharecat provides information regarding changes to these terms and conditions, and other important information regarding Customer's relationship with Sharecat on Sharecat's website at;

https://www.sharecat.com/tandc .

Customer agrees to monitor the website on a regular basis for changes.

16.9. Force Majeure

16.9.1. If a party is prevented from fulfilling its commitments in accordance with this Agreement, by circumstances beyond its control that it could not reasonably be expected to have foreseen, and the result of which the party could not reasonably be expected to have avoided or overcome ("force majeure"), such as natural disasters, "acts of God", pandemics, lightning, strike, general labour conflict, fire, altered decisions by authorities, intervention by authorities (including national and international sanctions), and faults or delays in services from a subcontractor on account of circumstances stated, the obligations of both parties under this Agreement will be suspended within the scope of the force majeure and its duration.

16.9.2. The term of the Agreement may be extended according to the time limit for suspension, but the parties shall reach an agreement and neither party shall be liable for this. The party claiming to be affected by force majeure shall notify the other party no later than 15 days after the occurrence of force majeure and shall minimize the damage caused by force majeure. If force majeure lasts longer than 60 days and the parties fail to reach a resolution to continue to perform this Agreement, either party has the right to terminate this Agreement by giving written notice to the other party.

16.10.Recognition of business relationship

16.10.1. The Customer permits to be identified as a customer of the Sharecat in communications from the Sharecat to 3rd parties. Such communication may be via reference lists, presentations and similar.

16.10.2. The Customer grants Sharecat a royalty-free, non-exclusive, non-transferable, non-sublicensable, worldwide right and license to display client's logo to state that the client is an existing customer for the duration of this agreement. Sharecat will make no-claim that the Customer endorses any of Sharecat's products unless permission is specifically granted in writing.

16.11. Hiring of Sharecat personnel

16.11.1. The Customer agrees for the duration of the agreement not to hire or solicit any person who is employed by Sharecat unless authorised in writing by Sharecat.

16.11.2. If, during the term of an Agreement or for twelve months thereafter, the Customer directly or indirectly retains the services (whether as an employee, independent contractor or otherwise) of any employee of Sharecat (or ex-employee within three months of the employee's termination from Sharecat) who has provided services to the Customer on behalf of Sharecat, the Customer agrees that Sharecat will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, the Customer agrees that for each such employee hired by the Customer, Customer will pay Sharecat four hundred thousand Norwegian Kroner (400 000 NOK) as liquidated damages.

16.11.3. Notwithstanding the foregoing, for the purposes of clause 16.11, "employee of Sharecat" shall include only Sharecat personnel who provide services to Customers and shall not include accountants, attorneys or similar of Sharecat who provide services to Sharecat itself.

Addenda

Addendum A: SCNO-PM-SLA-0001 Service Level Agreement

Addendum B: SCCO-CS-SED-0001 Platform Service Support Agreement

Addendum C: QMS-IS-POL-0004 Data Processing Agreement