


  
**DNV**

# SOFTWARE STANDARD LICENCE CONTRACT

 DNV Doc No:  
**1508-105005**

## Section I - Cover Letter

### "Customer"

Legal entity:	<b>City of Columbia</b>	Customer no.(id):	<b>10558211</b>
Legal entity VAT no:		Phone/mail:	
Contact person:		Invoicing address:	<b>Finance/Accounts Payable Div. PO Box 7236 Columbia, Missouri 65205</b>
Business address:	<b>Water &amp; Light Administration 701 E. Broadway, 4th FL P.O. Box 6015 Columbia, Missouri 65205</b>		

### "DNV"

Legal entity:	<b>DNV GL USA, Inc.</b>	DNV order no:	<b>1508-105005</b>
Legal entity VAT no:		Phone/mail:	<b>346-213-4524 andy.schlegel@dnv.com</b>
Contact person:	<b>Andy Schlegel</b>		
Business address:	<b>1400 Ravello Drive Katy, Texas 77449</b>		

### Product (tag box)

<input type="checkbox"/> Sesam™	<input type="checkbox"/> Nauticus	<input type="checkbox"/> Ship Manager	<input type="checkbox"/> Safeti™
<input checked="" type="checkbox"/> Cascade	<input type="checkbox"/> Load	<input type="checkbox"/> Synergi™	<input type="checkbox"/> Navigator™
<input type="checkbox"/> Maros	<input type="checkbox"/> Taros	<input type="checkbox"/> Phast	
<input type="checkbox"/> Other:			

Version:	<b>current</b>
Contract end date (if applicable):	<b>yyyy-mm-dd</b>

### License/Service Type and users (tag boxes and insert user number)

<input type="checkbox"/> Standalone	<input checked="" type="checkbox"/> LAN	<input type="checkbox"/> WAN	
<input type="checkbox"/> Academic Licence	<input type="checkbox"/> Time-Limited Licence	<input type="checkbox"/> Perpetual Licence	<input type="checkbox"/> Annual Lease

Number of users:	<b>01</b>
Geographical scope of the licence/service:	<b>Missouri</b>

### Installation services

☐ Installation services Included.

DNV offers installation services in accordance with a service description to be agreed between the Parties, attached as Appendix C. The provision of the installation services is subject to specific legal terms and conditions attached to this agreement as Appendix D.

**This Agreement does not cover the provision of consultancy services after Acceptance Date. The provision of such services must be governed by a separate agreement.**





DNV Doc No:

**Appendices in use (tag box)**

- |                                     |            |                                    |
|-------------------------------------|------------|------------------------------------|
| <input checked="" type="checkbox"/> | Appendix A | Product and price                  |
| <input checked="" type="checkbox"/> | Appendix B | Service Level Agreement (SLA)      |
| <input type="checkbox"/>            | Appendix C | Installation service description   |
| <input type="checkbox"/>            | Appendix D | Installation services terms        |
| <input type="checkbox"/>            | Appendix E | Special legal terms, if applicable |

This Agreement consists of this Cover Letter, the General Terms and Conditions, any Appendix issued pursuant hereto and any other documents expressly referred to herein. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede and invalidate all prior and contemporaneous representations relating to same. This Agreement shall be read as one document and in case of any conflicts between the provisions in the various parts of the Agreement, the General Terms and Conditions shall prevail. The Special Terms shall prevail over the General Terms and Conditions. Any customer terms or conditions included in Purchase Orders or other communication between the parties shall be deemed null and void unless explicitly agreed in Appendix E of this Agreement. No amendment and/or variation to this Agreement is valid unless duly signed by both parties. This Agreement is made in duplicate, one original for each party hereto.

Due to ongoing re-structuring processes in the DNV group of companies, DNV reserves the right to transfer all its rights and obligations under this Agreement to any other legal entity within the DNV group of companies.

Place:

Date :

Place: **Katy, TX**

Date : **2/13/2024**

**CITY OF COLUMBIA, MISSOURI**

De'Carlton Seewood, City Manager

**ATTEST:**

By:

Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

By:

Nancy Thompson, City Counselor/ek

**CERTIFICATION:** I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account number 17620570 504990 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By:

Matthew Lue, Director of Finance

## Section II - General terms and conditions

### 1 Definitions and General

- 1.1 Academic license: LAN license to be used for designated teaching and non-commercial research purposes only. The software may not be used for any other purpose.
- 1.2 Acceptance Date: Is the date when Customer accepts DNV's Delivery of the Product to Customer in accordance with the specifications. Customer shall notify DNV within 7 days from Delivery of any defects. Installation Services are deemed to be accepted by Customer if such notice is not received within 7 days from Delivery.
- 1.3 Customer: Means the precise legal entity that is identified as the Customer on the Cover Letter of the Agreement
- 1.4 Customer Group means all Customer majority owned subsidiaries and affiliates as well as Customer's parent company and any other subsidiaries thereof.
- 1.5 Delivery: Is the date when DNV provides Customer with access to the Product. In case DNV provides Installation Services, Delivery is the date when DNV issues a notice to Customer that the Installation Services are completed.
- 1.6 DNV Group: Means all legal entities directly or indirectly controlled by the DNV Group AS.
- 1.7 Documentation: Means DNV's instructions and information guides and manuals for the Product as published from time to time by DNV.
- 1.8 Dongle: A hardware safety key that must be inserted into the PC and allows the Product to be installed and used on the PC where the dongle is installed. The Dongle shall only be used at a designated Customer site, installation or ship, agreed between the parties.
- 1.9 Installation service(s): Means installation consulting services performed by DNV subject to and as set out in the contract in Appendix C and D. Only the terms at Appendix D shall apply to these services. After Acceptance Date, the provision of such consultancy services is subject to DNV's standard terms and conditions, including the then-current prices as applicable from time to time.
- 1.10 LAN License: Local Area Network license allows the Product to be installed and used at a single designated Customer site. Access shall be controlled by one single license server only.
- 1.11 Service Level Agreement, hereafter referred to as SLA: Means the services provided by DNV as set out in and subject to the terms at Appendix B.
- 1.12 Perpetual License: A license to use the Product in accordance with this Agreement. A Perpetual License does not give the right to updates, maintenance and support unless an SLA is in place.
- 1.13 Product: Means the Product included in Appendix A.
- 1.14 Standalone License: Allows the Product to be installed and used on a designated PC at a designated Customer site.
- 1.15 Time-limited Licenses: Restricted rights to use the Product for a limited period of time agreed between the parties. Unless otherwise agreed, such Time-limited Licenses are valid for 12 months from the effective date of the Agreement.
- 1.16 Time Schedule: Means the installation project plan according to Appendix C.
- 1.17 User: Means any physical person employed by the Customer or who otherwise acts on behalf thereof and that has access to the Product, regardless of actual use. "Access" means, by any type of software, connection or platform, any possibility to register in, view, or influence data from, the Product.
- 1.18 WAN License: Wide Area Network license is limited to computers connected to the designated WAN. Access shall be controlled by one single license server only.
- 1.19 SaaS/Hosted elements: Means that Customer may be given time-limited online access to elements which supplement the licensed Product, if any. The access to and use of the Hosted elements are subject to specific terms in Article 3 below. In addition, this Agreement, with the exception of Article 2, shall apply correspondingly to the access to and use of such Hosted elements. In case of conflict between Article 3 and the rest of the Agreement, Article 3 shall prevail.

### 2 License Grant and License Restrictions

- 2.1 DNV grants Customer a restricted, non-transferable, non-exclusive, right to use the Product as set out in this Agreement. The license shall be restricted to the type of license and agreed number of users as set forth on the Cover Letter.

- 2.2 Unless otherwise agreed in writing between the parties, the number of users shall be limited to one single user. Unless otherwise agreed in writing between the parties, the duration of the license shall be limited to one year.
- 2.3 Customer shall access and use the Product solely in accordance with the Documentation and solely for Customer's own business purposes, and solely on computer equipment owned and under the direct control of Customer.
- 2.4 Customer may make a single copy of the Product for non-production backup and/or archival purposes only.
- 2.5 The License does not include any rights which are not explicitly stated in this Agreement, or otherwise set out in mandatory applicable law. In particular Customer shall not, unless explicitly allowed under applicable mandatory law:
  - a) Modify, adapt, decompile, disassemble or reverse engineer the Product, documentation, layouts, pictures or designs;
  - b) Provide for interoperability with its own software or hardware systems without first notifying DNV.
  - c) Create derivative works based on the Product or Documentation;
  - d) Make copies of the Product or Documentation, other than as necessary for backup or archival purposes as provided herein or other lawful use;
  - e) Allow any transfer, lease, rental, loan, resale, distribution, sublicense, service bureau-type use on the Internet or otherwise, disclosure or other third party use or access to the Product or Documentation.
  - f) Transfer any Product or the use thereof to a site, installation or ship other than initially agreed.
  - g) Use the DNV logo, or any logos or trademarks held by the DNV Group, in the marketing and conduct of Customer's business;
  - h) Rebrand, or otherwise use the Product in Customer's business without DNV's explicit written consent and proper attribution to DNV or DNV's or its licensor's proprietary rights and/or;
  - i) Alter or remove any copyright and other proprietary rights notices from the Product or Documentation or any copies thereof.
- 2.6 The Product is licensed and provided "AS IS", and Customer's sole remedies and exclusive warranties, if any, are expressly set out in this Agreement.
- 2.7 The Agreement includes the sole right to use the version of the Product stated on the Cover Letter of the Agreement. Any rights to upgrades shall be governed by the SLA.
- 2.8 The Product and Documentation are licensed and not sold. All right, title and interest in and to the Product, including ownership of all applicable rights in patents, copyrights, trademarks and trade secrets, any copy or part thereof, including all modifications, customizations, bug fixes, updates or any other programs or materials developed during the performance of any maintenance service or otherwise provided by DNV, shall not transfer to Customer and shall remain solely with DNV or its licensors. The Product provided hereunder is proprietary to DNV or its licensors, and Customer agrees to be bound by and observe the proprietary nature thereof.
- 2.9 No Product is or may be licensed without an initial corresponding applicable SLA between DNV and the Customer for a period of at least three (3) years.
- 2.10 Under the applicable SLA, DNV may from time to time issue patches, updates, new releases and similar for the Product and the Documentation. These are based on experience, i.e., identified room for improvement through testing, maintenance and support, user feedback and experience. They may be related to the functionality of the code or the compilation thereof, or to updated subject matter knowledge and experience.

### 3 Hosted elements

Unless otherwise stated in the applicable SLA, the following shall apply to the Hosted elements and the use thereof:

- 3.1 Customer is granted a right to use the Hosted elements for the duration of the applicable SLA, subject to the terms of this Agreement. No Hosted elements shall be provided without an applicable SLA.
- 3.2 Customer shall provide DNV with any and all relevant, accurate, and complete documentation and information required for the use of the Hosted elements, in the required format.
- 3.3 It does not fall within the scope of DNV to identify discrepancies, errors, inconsistencies or omissions in the information and material Customer provides for the purpose of the Hosted



elements, and Customer shall be responsible for all aspects of the information it provides.

- 3.4 The Hosted elements and the results from Customer's use of the Hosted elements, including, but not limited to, advice, information and/or material, whether oral or in writing, shall constitute confidential information. The results are specific for the Customer, and shall not be disclosed to third parties, unless strictly necessary for the purpose of the Product or required by law.
- 3.5 DNV is continuously improving its services to the industry to safeguard life, property and the environment. Customer acknowledges that DNV shall hold a right to use and process any information, data or databases generated or collected throughout the provision of and access to the Product in an anonymized form, for its own competence building, bench-marking, research or business purposes.
- 3.6 DNV may terminate the Hosted Elements at its sole discretion with 30 days prior written notice. In case of such termination, further access to the Product will be denied. DNV will provide reasonable assistance to Customer for the purpose of the return of Customer information, for Customer's cost.
- 3.7 While DNV uses reasonable efforts to ensure that the information provided through or in connection with the Hosted elements is accurate and up-to-date, DNV makes no warranties in respect of the Hosted elements or the use thereof. To the extent permitted by applicable law, the Hosted elements are provided "as is" without warranty of any kind, either express, implied or statutory, including, but not limited to, the warranties of merchantability or fitness for a particular purpose.
- 3.8 DNV does not undertake any obligation to provide maintenance or support or to update or upgrade the Hosted elements.

#### 4 Payment

- 4.1 Customer shall pay the fees for any licenses, Installation Services and SLA together with all applicable charges as set out in Appendix A.
- 4.2 The agreed-to fee for the license shall be due and payable upon the signature of the Agreement by the Customer.
- 4.3 The SLA fee shall be annual, and shall be paid in advance, prior to any SLA being carried out.
- 4.4 DNV reserves the right to, and Customer agrees that DNV may, increase the SLA fee each year by a maximum of 5%.
- 4.5 Any Installation Services shall be invoiced based upon the prices stated in Appendix A, and be subject to monthly invoicing based upon agreed time-sheets.
- 4.6 Payments shall be made within 30 days after the date of the invoice.
- 4.7 If the Customer fails to fulfil its obligations to pay the invoices from DNV in accordance with Article 4.6, the Customer shall pay interest on all overdue amounts at (i) a rate of 1% per month or part thereof, or (ii) the highest rate permitted according to the law designated in Article 19 if this rate is lower.
- 4.8 Each Party is solely responsible for paying any and all taxes, duties or similar government charges to the competent public authority wherever such charges are levied and/or imposed on the corporate activities of the Party. Any and all prices, fees, rates or compensation are agreed as stated exclusive of any form of sales taxes, value added tax, goods and services tax, withholding taxes and/or any other similar taxes including any surcharges levied thereon which may be applicable.

#### 5 Term and Termination

- 5.1 Time-limited License
  - a) All Time-limited Licenses shall include SLA for the entire License Period.
  - b) The Agreement, including any time-limited license hereunder, has a fixed duration as set out on the Cover Letter. Unless otherwise notified by Customer in writing 60 days prior to renewal, the Agreement and any effective time-limited license and SLA hereunder are automatically renewed for additional, corresponding time periods, subject to this Agreement, and further subject to the then-current fees applicable at the time of renewal.
  - c) Each party shall be entitled to terminate the Agreement without cause with 60 days written notice prior to renewal.
- 5.2 Perpetual License
  - a) The SLA for the Perpetual License shall have an initial duration of three (3) years, and is automatically renewed for additional one year periods, unless terminated by either party with three (3) months written notice prior to renewal.

- b) Upon termination of the SLA, and subject to the payment of annual license fees, Customer is entitled to use the latest version of the Product made available to the Customer prior to termination, but shall not be entitled to any SLA, including upgrades.
- c) Customer waives any claims for remedies with respect to the version of the Product in use after the effective date of the termination.
- d) If Customer terminates the SLA, Customer may request that they are reinstated at a later date. The reinstatement of the SLA is then subject to the sole discretion of DNV. In case of reinstatement, Customer shall pay a fee equal to the fee covering the discontinued period plus 25%.
- e) The General Terms and Conditions as well as any other license terms set out in this Agreement shall apply for the duration of the Perpetual License.
- 5.3 In the event that DNV has reason to believe that an infringement could exist, or if there are allegations that the Product, the Installation Services or the SLA infringe third party intellectual property rights, DNV shall be entitled to terminate the Agreement with immediate effect. In such case, to the extent allowed by law, Customer's sole remedy and DNV's entire liability shall be limited to the restitution of the license fee(s) paid to DNV for the 12 months immediately preceding such termination, and to the extent allowed by law, CUSTOMER RELEASES, WAIVES, AND DISCHARGES ALL OTHER CLAIMS OF ANY KIND OR NATURE AGAINST THE DNV GROUP OF COMPANIES WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
- 5.4 DNV may terminate this Agreement with immediate effect if the Customer fails to pay the fee for licenses, SLA and/or Installation Services or any other sum due hereunder.
- 5.5 Each Party may terminate this Agreement with immediate effect (i) if the other Party is in breach of this Agreement which is either incapable of being remedied or (if remediable) has not been remedied within 30 working days of written notice to the breaching Party or (ii) if the other Party enters into liquidation, makes a voluntary arrangement with its creditors, or becomes subject to an administrative order.
- 5.6 Upon termination of this Agreement according to this Article 5, and to the extent allowed by applicable mandatory law, all rights granted hereunder shall immediately terminate and all Product, Documentation and other proprietary Information of DNV or its licensors in the possession of Customer or under its control, shall be immediately returned to DNV.
- 5.7 Any statutory right to terminate the Agreement and/or any license hereunder for good cause or similar remains unaffected by the Agreement.

#### 6 Confidentiality

- 6.1 Customer shall at all times protect the secrecy of, and avoid disclosure and unauthorized use of, DNV's Confidential Information (as defined in Articles 6.4 and 6.5).
- 6.2 Except as otherwise provided herein or as required by law, the parties shall not make each other's Confidential Information available to any third party (other than those of its employees under nondisclosure obligations), or to use each other's Confidential Information for any purpose other than as contemplated hereunder.
- 6.3 DNV may, subject to this Agreement, share Confidential Information and results of audits with its parent, parent subsidiaries, subsidiaries affiliates and licensors for the purpose of administering and performing its obligations hereunder and under agreements with its licensors.
- 6.4 "Confidential Information": means all information exchanged between the parties, but shall not include any information that: (i) is at the time of disclosure, or subsequently becomes, publicly known except by breach of this Agreement; (ii) a Party receives ("Recipient") from a third party, who is not under an obligation of confidentiality to Discloser; (iii) is independently developed by the Recipient without use of, or reference to, Discloser's Confidential Information, or (iv) is required by law to be disclosed by Customer or Recipient.
- 6.5 Customer acknowledges and agrees that irrespective of whether identified as confidential or not, this Agreement, the Product and Documentation are all Confidential Information of DNV and/or its licensors.
- 6.6 DNV shall have the right to make reference to the Customer's name in proposals or other similar submissions made to other prospective customers. Unless otherwise agreed, any other

publications related to DNV's provision of services to the Customer under the Agreement shall be subject to the Customer's prior approval.

- 6.7 DNV is continuously improving its services to the industry to fulfill its purpose, which is to safeguard life, property and the environment. For this purpose, the customer acknowledges that DNV shall hold a right to use and process any information generated or collected under or in connection with this Agreement in an anonymized and aggregated form. If such retained information is Confidential Information DNV will only disclose or publish the same in aggregated anonymous forms.

## 7 Intellectual Property Rights

- 7.1 As between Customer and DNV, DNV and/or its licensors owns and at all times retain all intellectual property rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Product, Documentation and/or services provided in connection with the license, installation and/or use of the Product and/or Documentation.
- 7.2 Customer shall hold a limited, restricted, non-transferrable, non-exclusive right to use Documentation provided by DNV and/or its licensors for the duration of the SLA, regardless of the type of license.
- 7.3 DNV and the DNV figure mark are trademarks held by DNV. This Agreement does not imply any license to use these trademarks unless explicitly agreed in writing between the parties.

## 8 Audit

- 8.1 Customer shall maintain complete and accurate books and records regarding compliance with Customer's obligations as set out in this Agreement.
- 8.2 DNV shall have the right at its own expense, during Customer's normal business hours and upon giving Customer a reasonable prior written notice, to audit Customer's records and systems, including, but not limited to, individual computers, to verify Customer's compliance with this Agreement.
- 8.3 Customer grants DNV the right to include functions in the Product which inform DNV of Customer's compliance with the requirements set out herein.
- 8.4 If the Audit reveals any unreported usage, Customer shall promptly either purchase the necessary number of licenses for the relevant time-period or stop the unauthorized use and return any unauthorized copies and related material to DNV. In case of unreported usage the Customer shall reimburse DNV for its reasonable cost and expenses related to the audit.
- 8.5 DNV reserves all rights in case the Audit reveals breach(es) of the Agreement other than as set out in Article 8.4.

## 9 EXCLUSION AND LIMITATION OF LIABILITY

### 9.1 EXCLUSION OF LIABILITY

- a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DNV OR THE DNV GROUP BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OR UNINTENDED PROPAGATION OF DATA, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR PRODUCT RECALLS, FOR BUSINESS INTERRUPTION, OR FOR ANY OTHER LOSS WHATSOEVER) HOWSOEVER CAUSED AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR ANY OTHER BASIS FOR LIABILITY AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT OR DOCUMENTATION, EVEN IF DNV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 9.2 LIMITATION OF LIABILITY

- a) TO THE EXTENT PERMITTED BY LAW, DNV AND DNV GROUP'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER AND CUSTOMER GROUP FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY AND ALL USE OF THE PRODUCT AND/OR DOCUMENTATION, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR ANY OTHER BASIS FOR LIABILITY, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO DNV FOR THE PREVIOUS TWELVE (12) MONTH PERIOD UNDER THIS AGREEMENT. THIS LIMITATION SHALL NOT APPLY IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT BY DNV PERSONNEL.

## 10 Indemnifications

- 10.1 TO THE EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DNV AND DNV GROUP AGAINST ANY AND ALL CLAIMS MADE BY OTHER COMPANIES IN THE CUSTOMER GROUP AGAINST DNV AND/OR THE DNV GROUP BASED UPON DNV'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
- 10.2 TO THE EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DNV AND THE DNV GROUP AGAINST DAMAGES AND ANY ASSOCIATED LEGAL COST THAT MAY BE AWARDED OR AGREED TO BE PAID TO ANY THIRD PARTY IN RESPECT OF ANY CLAIM OR ACTION CAUSED BY OR ARISING FROM CUSTOMER'S OR CUSTOMER GROUP'S USE OF THE PRODUCT.
- 10.3 DNV WILL INDEMNIFY CUSTOMER AGAINST DAMAGES AND REASONABLE LEGAL EXPENSE THAT MAY BE FINALLY AWARDED BY A COURT OF COMPETENT JURISDICTION TO ANY THIRD PARTY RESULTING FROM A CLAIM OR ACTION FOR INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT RESULTING FROM CUSTOMER'S USE OF THE PRODUCT IN ITS ORIGINAL, AS-PROVIDED BY DNV FORM.

## 11 Breach of contract

- 11.1 The Product shall materially comply with the specifications set out in Appendix A.
- 11.2 Customer has a duty to inspect the Product without undue delay after Delivery.
- 11.3 All Product issues and errors shall be governed by Appendix B, SLA, and to the extent allowed by law, CUSTOMER RELEASES AND WAIVES ALL CLAIMS FOR REMEDIES BASED UPON BREACH OF CONTRACT WITH RESPECT TO SUCH ERRORS.
- 11.4 Customer's right to claim remedies or damages due to errors in any Installation Services shall be limited to material errors. All other errors shall be governed by Appendix B SLA, and to the extent allowed by law, CUSTOMER RELEASES AND WAIVES ALL CLAIMS FOR REMEDIES BASED UPON BREACH OF CONTRACT WITH RESPECT TO SUCH ERRORS.
- 11.5 Customer shall notify DNV of all perceived errors within reasonable time and at the latest within 30 days from Delivery or Acceptance Date (whichever applies).
- 11.6 In case of claims based on Article 11.3 or 11.4, DNV shall at its sole discretion either (i) correct the Product or that part of the Product which does not function, (ii) replace the Product or (iii) terminate this Agreement and refund to the Customer the license fee paid; PROVIDED THAT such non-compliance is not the result of either (a) any modification, variation or addition to the Product not performed by DNV or (b) incorrect use, abuse or corruption of the Product or (c) use with other software or on equipment with which they are incompatible and FURTHER PROVIDED THAT any such claim by the Customer is accompanied by evidence that in the sole judgment of DNV shows that the Product does not conform substantially to the Product Documentation.
- 11.7 DNV's obligation to perform any and all remedies shall be limited in accordance with Article 9.

## 12 Exclusion of warranties

- 12.1 Except as stated in the above Article 11.1, all conditions, warranties, terms, representations and undertakings express or implied relating to fitness for purpose, satisfactory quality, correspondence with samples and defects in materials, design and workmanship are excluded. THE WARRANTIES AND REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, LEGAL OR EQUITABLE. DNV MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR INDEMNITIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THIS LICENSE OR THE PRODUCT OR DOCUMENTATION, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED.
- 12.2 In particular, and except as stated in Article 11.1 DNV does not warrant (i) any results or suitability of results from Customer's use of the Product and Documentation, or (ii) that the operation of the Product will be uninterrupted or without problems, or (iii) that the



functions contained in the Product will meet Customer's requirements.

## 13 Sub-contractors

- 13.1 DNV shall be entitled to delegate all or parts of the performance of the services under this Agreement to sub-contractors.

## 14 Assignment

- 14.1 DNV shall be entitled to assign its rights and obligations under this Agreement to any company within the DNV Group. Customer shall be informed of such assignment in writing.
- 14.2 Customer may not delegate any of its obligations or assign any of its rights or remedies hereunder. Any such attempted delegation or assignment shall be null and void.

## 15 Force Majeure

- 15.1 Save in relation to payment by Customer, neither Party will be liable for any delay or failure to perform its obligations under this Agreement which is directly or indirectly due to causes beyond its reasonable control, including but not limited to acts of God, Governmental acts, fires, floods, explosions, riots or other civil disturbances, embargoes, war, terrorist acts, acts of civil or military authorities, disruptions in the flow of data to or from networks, denial of or delays in processing of export license applications, accidents, strike, fuel crises or power outages (each a "Force Majeure").
- 15.2 In the event of either party being so delayed or prevented from performing its obligations such party shall: (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible; (b) use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this agreement; and (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 15.3 Both parties may terminate this Agreement with immediate effect, without any liability or penalties, if the party, its ultimate parent company or its ultimate parent company's subsidiaries or affiliates are or become subject to sanctions or penalties imposed by a national government, the United Nations, the European Union or similar organizations related to the Services which is provided hereunder, or if the Services would be considered to be illegal or in conflict with applicable law for the respective party, its subcontractors and/or its subcontractors' parent companies.

## 16 Insurance

- 16.1 Customer agrees to maintain a market standard general liability insurance which covers the risk typically arising from its business activities and use of the Product or to self-insure as allowed by law to provide such coverage.
- 16.2 Any insurance maintained by DNV shall not affect the insurance company's right to rely on the limitations of liability and exclusions of remedy set out in this Agreement to the same extent as DNV.

## 17 Severability

- 17.1 If any term of this Agreement is held to be invalid or unenforceable by any court or body of competent jurisdiction, then that term shall be deemed severable from this Agreement, and the remaining provisions shall stay in full force and effect.

## 18 Survival

- 18.1 The provisions of this Agreement shall remain in full force and effect after termination if it can be reasonably established that from their nature or context they are meant to survive termination of this Agreement.
- 18.2 In particular, the following articles shall apply regardless of any termination of this Agreement: 6, 7, 8, 9, 10, 12, 14, 17, 18 and 19.

## 19 Governing law and legal venue

- 19.1 This Agreement shall be governed and construed in accordance with the laws, excluding the laws pertaining to conflicts or choice of law, of **State of Missouri** in all respects, including but not limited to all matters of validity, interpretation, construction and performance.

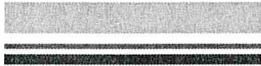
- 19.2 Any dispute arising out of, in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be brought exclusively in the courts of **Jackson County, Missouri**.

## 20 Export

- 20.1 Customer acknowledges that the Product may be subject to export and import control. Customer agrees that no Product will be exported (or re-exported or resold in a country of installation), directly or indirectly, separately or as part of a system, without Customer, at its own cost, first complying with all laws and regulations applicable to export and import control.

## 21 Miscellaneous

- 21.1 The terms and conditions of this Agreement constitute the complete and exclusive statement of the Agreement between the parties with respect to the matters set forth herein and supersedes and merges all prior and contemporaneous proposals, representations, statements understandings or agreements, written or oral, express or implied. Customer acknowledges that it did not enter into this Agreement in reliance upon any representation by DNV or understanding by Customer that is not set forth herein.
- 21.2 The waiver by either party of, or failure of either party to exercise in any respect, any right provided herein shall not be deemed a waiver of such right in the future or of any other right hereunder.
- 21.3 The Product is provided to non-Department of Defense (DoD) agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, reproduction, or disclosure by the United States Government is subject to the restrictions and notice requirement as set forth in subparagraphs (a) through (c) of the Commercial Computer Software License clause at FAR 52.227-19. When Product is provided to DOD agencies, the Government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202. Manufacturer is DNV.
- 21.4 **Equal Opportunity.** Customer, the City of Columbia, Missouri, is an equal opportunity, affirmative action employer pursuant to federal, state and local law. DNV shall comply with federal, state, and local laws related to Equal Opportunity. DNV shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state or federal law.
- 21.5 **Missouri Anti-Discrimination Against Israel Act.** To the extent required by Missouri Revised Statute Section 34.600, DNV certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel; or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000) or to contractors with fewer than ten (10) employees.
- 21.6 **Missouri Sunshine Law.** Customer, the City of Columbia, Missouri, is subject to the Missouri Sunshine Law under Chapter 610, of the Revised Statutes of Missouri. The parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. The parties shall maintain the confidentiality of information and records as set out in this agreement to the extent they are not subject to public disclosure under the Missouri Sunshine Law.



**DNV**

DNV Doc No:

## Appendix A – Product and Price

1. Product Description  
See appendix E for list of software.

### Remuneration/programs and license fee

No.	Program	Licence	Type	Licence fee	SLA
Total fee:					

No. of simultaneous users:

TBD

Customer's site(s), installations or ship:

Missouri

2. Installation Services Fee  
Project prices:

Hourly fees:

3. Travel

Customer shall cover DNV's reasonable and documented travel expenses incurred in the provision of installation services. Travel hours are invoiced at 50% of agreed hourly rates.

4. SLA fee

The annual SLA fee is 18% of the license fee. This annual SLA fee will be invoiced for the first time from Acceptance Date or Delivery.

Annual SLA fee is **18%**

For optional licensed products the Annual SLA fee will increase with 25% of the license price paid.

5. Training

Training is ordered online, and subject to standard terms and rates. See [www.dnv.com](http://www.dnv.com) for further details.

6. Currency

All fees set out in this Appendix A, and payments made hereunder shall be in the currency USD, unless otherwise agreed by the parties.

## Appendix B – SLA

<p><b>1. Introduction</b></p> <p>1.1. This document constitutes Appendix B of the DNV Digital Solutions License Agreement (the "Agreement").</p> <p>1.2. This is not a standalone document and shall not be valid unless attached as an Appendix to the Agreement.</p> <p>1.3. Any terms used in this document which are not defined herein shall have the same meaning ascribed to them by the governing Agreement.</p> <p>1.4. The Agreement does not include third party software and customizations related to the licensed Product.</p>	
<p><b>2. Services</b></p> <p>2.1. Scope of Services</p> <p>Customer is entitled to the following services ("Services"):</p> <p>a) Rights to upgrade to new versions of the Product.</p> <p>b) Technical support related to incident and question handling and software deficiencies, as applicable to the Product.</p> <p>c) Access to DNV's customer portal.</p> <p>d) Invitation to Product conferences.</p> <p>e) Support is limited to purchased modules and does NOT include third party software or Customer integrations.</p> <p>2.2. Service Hours</p>	<p><b>2.7. Service Priorities</b></p> <p>DNV shall provide follow-up response and resolution in accordance with severity of the Customer's issue as specified below.</p> <ul style="list-style-type: none"> <li>• Priority Normal Issue does not hinder day-to-day work but may affect work schedule.</li> </ul> <p>DNV shall, at its discretion, work on a correction of the fault or find workaround as fast as possible within normal working hours and may include resolutions to these issues in a future release of Licensed Product and/or associated documentation.</p> <ul style="list-style-type: none"> <li>• Priority High Issue hinders day-to-day work and affect work schedule.</li> </ul>
<p>The Services will be provided 24 hours a day from Monday 8 a.m. until Friday 4 p.m., excluding Bank Holidays in the respective regions where the support hubs are located. All times are Central Standard Time or Central Daylight Time as applicable to the Central Time Zone in Customer's geographic area.</p> <p>2.3. New Product Releases</p> <p>DNV will on a regular basis issue new versions of the Product which may incorporate ordinary software improvements, deficiency resolutions and revised User Documentation.</p>	<p>DNV shall prioritize cases, at its discretion, and work on a correction of the fault or find workaround within normal working hours and include resolutions to the cases in a future release of Product and/or associated documentation.</p> <ul style="list-style-type: none"> <li>• Priority Very High Issue does not allow work to continue or severely hinders day-to-day work.</li> </ul> <p>DNV shall start work within next working day and continue during normal working hours until the fault is corrected or an interim workaround or software patch is provided.</p> <p>DNV shall, at its discretion, include resolutions to priority very high cases in a future release of the Product and/or associated documentation.</p>
<p>2.4. Technical Support Service</p> <p>2.4.1. DNV reserves the right to terminate support related to products not upgraded to the latest version during the last 3 years, provided such upgrades are made available to Customer.</p> <p>2.4.2. Customer may register a request (issues) via the Customer Portal or DNV may register each support request from Customer and issue unique reference identification via e-mail. A registered support request becomes a case in the system and it has a unique identifier. The unique identifier and further responses will be sent to Customer's relevant technical contact. Follow-up response by DNV to convey status of the support resolution is guaranteed on the Customer Portal according to severity of problem as specified in Article 2.7 below.</p>	<p><b>3. Customer's Responsibilities</b></p> <p>3.1. Customer shall, in case of user base of more than 6 people, appoint one person acting as primary technical contact towards DNV regarding the scope of Services, see Article 2.1 above.</p> <p>3.2. Customer shall maintain a list of contact details as included in Article 5.3 below for personnel entitled to contact DNV. Customer shall promptly inform DNV about changes to this list.</p> <p>3.3. Customer shall ensure that technical personnel are available to provide information and assistance whenever required by DNV in the course of investigating cases.</p> <p>3.4. Customer shall ensure that the defined contacts in Article 5.3, and all personnel operating the Product, are trained by DNV or DNV's representative.</p> <p>3.5. If Customer decides not to use DNV to install or upgrade to new versions of the Product, Customer shall be responsible (i) for certifying its relevant personnel and (ii) to document installations and upgrades of the Product according to DNV's procedures. Such documentation shall be approved by DNV before any support may be given.</p>
<p>2.5. Deficiencies</p> <p>2.5.1. In the event that Product does not work in accordance with the Product description, Customer shall report the deficiency to DNV. Deficiency reports shall include sufficient documentation for DNV to recreate the reported deficiency and efficiently investigate the cause of the deficiency and its resolution.</p> <p>2.5.2. Upon receipt of deficiency reports DNV is obligated to start investigations without undue delay and provide if possible a workaround or solution, in line with service priorities described in Article 2.7 below. If a solution cannot be provided, the software deficiencies will be logged in the DNV's change management tool and considered for future release.</p>	<p>3.6. Customer is responsible for operating backup procedures and safe storage of backups adequate for its business.</p> <p>3.7. Customer shall, when applicable, operate a separate test (staging) environment, that is an accurate reflection of the production system, where new Product versions and patches are installed and tested before being accepted as a production environment.</p> <p>3.8. Customer shall ensure that the system software platform is compatible with DNV's software and hardware requirements for the installed version of the Product</p> <p>3.9. Customer shall undertake the implementation of new Product versions, updates, software patches and database migrations at own cost.</p>
<p>2.5.3. DNV shall upon request be given remote access to Customer's computing environment with sufficient administrator rights to investigate the cause of deficiency directly on Customer's databases.</p> <p>2.5.4. If support requires a VPN connection, a DNV Digital Solutions VPN account must be established.</p> <p>2.5.5. If DNV concludes that the deficiency cannot be resolved using remote connection, Customer shall send all requested documentation, files and database backups to DNV for debugging at DNV's premises.</p> <p>2.5.6. If Customer fails to supply required documentation, files and databases or the remote access cannot be established due to reasons outside DNV's control, DNV cannot be held liable if follow-up response priorities are not met.</p> <p>2.5.7. DNV may choose, in its sole discretion, to only issue software patches related to the latest release of the Product.</p>	<p><b>4. Additional services</b></p> <p>In addition to Services resulting from obligations as stated in Article 2 above, DNV will, at Customer's request and cost, support and advise Customer in training, practical use and operation of the Product. Such services may include:</p> <ul style="list-style-type: none"> <li>• Standard and tailor-made training related to the Product,</li> <li>• Consultancy in practical use of the Product,</li> <li>• Assistance related to upgrades, data migration, integrations and tailored Customer configuration of the Product,</li> <li>• Assistance related to database tuning,</li> <li>• On-site Services,</li> <li>• Assistance related to disaster recovery.</li> </ul>
<p>2.6. Confidentiality</p> <p>The respective confidentiality obligations of the parties shall be in accordance with Article 6 of the governing Agreement. In addition, DNV shall not disclose Customer's information received as part of a support request to third parties without Customer's written consent.</p>	<p>The further scope and terms of such additional services shall be agreed between DNV and the Customer, and are subject to a separate agreement between the parties.</p>





## 5. Contact details

- 5.1 DNV's contact information:  
The global website <https://www.dnv.com/software/software-services/software-support.html> lists DNV's world-wide contact details. The global website also includes instructions to Customer on how to register named users in DNV's Customer Portal.
- 5.2 Information from DNV  
DNV will keep Customer updated on important product information, via Customer Portal or e-mail.
- 5.3 Customer's contact information
- Primary Technical Contact:
- Name  
Title  
Phone  
Fax  
E-mail
- SuperUser:
- Name  
Title  
Phone  
Fax  
E-mail
- SuperUser:
- Name  
Title  
Phone  
Fax  
E-mail
- SuperUser:
- Name  
Title  
Phone  
Fax  
E-mail

## 6. Validity, Term and Termination

- 6.1. This SLA (Appendix B) is valid for an initial three (3) year period starting from Delivery or Acceptance Date, whichever is applicable.
- 6.2. The SLA cannot be terminated during the initial 3-year period except as otherwise provided by the Agreement.
- 6.3. At the end of the initial 3-year period, or at the end of any subsequent renewal period, either party may terminate the SLA with at least three (3) months written notice prior to the renewal date.
- 6.4. Following the initial 3-year period the SLA is renewed automatically for one (1) year at a time unless it is terminated as provided by the Agreement.



DNV

DNV Doc No:

### **Appendix C – Service description**

The parties to this Agreement may agree to insert the project plan on a later stage, after an initial workshop or meeting.



**DNV**

DNV Doc No:

## Appendix D - Service contract – Not applicable

Project name: .....  
Commencement date: ..... Contract end date: .....  
Services location: ..... Project no: .....

## Scope of Services

This Appendix D covers DNV's provision of Services prior to "Acceptance Date".

The Services and the agreed scope are further described in Appendix C - Service description

This Agreement does not apply to DNV's provision of services after "Acceptance Date".

## Remuneration

See Appendix A

This Appendix D consists of this Cover Letter and the General Terms for Services, including any amendments.

This Appendix D shall be read as one document.

This Appendix D shall solely be read and construed together with the DNV Digital Solutions License Agreement ("Agreement"). In case of any conflicts between Appendix D and the General Terms and Conditions of the Agreement, this Appendix D shall prevail. In case of any conflicts between Appendix D and Appendix E of the Agreement, Appendix E shall prevail. The definitions set out in the General Terms and Conditions of the Agreement apply unless otherwise explicitly agreed.

No amendment and/or variation to this Appendix D is valid unless duly signed by both parties.

Place: **(place)**  
Date : **(date)**

Place: **(place)**  
Date : **(yyyy-mm-dd)**

.....  
**(name)**  
**(title)**



## Terms and Conditions (Software Services)

### 1 Services Execution

- 1.1 DNV shall execute the Services in a professional manner.
- 1.2 The Customer shall ensure that DNV without undue delay receives all relevant information and documentation. The Customer shall further ensure that DNV's representative(s) is given necessary access to work sites.
- Changes in the information provided by the Customer which significantly can influence the Service and the performance of DNV shall be reported to DNV without undue delay.
- 1.3 DNV shall provide the Services according to the agreed schedule. The Customer shall inspect the Services at delivery. Unless the Customer promptly identifies material errors in the Services, the Services shall be deemed to be accepted upon delivery (Acceptance Date).

### 2 Personnel

- 2.1 DNV shall provide qualified personnel to carry out the engagement.
- 2.2 DNV may at its sole discretion substitute staff provided that the substituted staff has similar qualifications as the staff being replaced.
- 2.3 The Customer shall not offer employment to or employ any employee of DNV working on any assignment in connection with the Services and/or this Agreement. Neither will the Customer use the services of any such employee of DNV as a consultant, either independently or via a third party, for a period of six months following Acceptance Date. Breach of this condition will result in the Customer's liability to pay liquidated damages to DNV equal to four months full time normal utilisation fees for the consultant concerned.

### 3 Health, Safety and Environment (HSE)

- 3.1 The Customer shall inform DNV of any real or potential SHE hazard which may be relevant to or involved or introduced in the Services and/or any necessary safety measures required for the Services, prior to or during the performance of the Services.
- 3.2 Whenever DNV undertakes work on site, the Customer shall provide all adequate safety measures to ensure a working environment that is safe and in accordance with any relevant legislation and to ensure that the risks that cannot be eliminated are controlled at a tolerated level.
- 3.3 The DNV employee has the right to refuse to carry out an activity, when the safety, according to his/her own judgment, is not satisfactory.

### 4 Variations

- 4.1 The Customer shall be entitled to request additional Installation Services (hereinafter referred to as "Variations") under this Agreement.
- 4.2 All Variation requests shall be in writing, clearly defining the Variation required, including but not limited to remuneration and time schedule.
- 4.3 No Variation shall be implemented before the parties have reached mutual agreement regarding the extent and the remuneration therefor and the revised time schedule.

### 5 Remedies

- 5.1 Customer shall notify DNV of any errors in the Installation Services without undue delay after identifying the error and at the latest within 7 days after the error was, or should have been, identified.
- 5.2 In case of errors in the Installation Services, DNV shall at its sole discretion either correct or re-perform the part of the services concerned, or terminate this Agreement and refund to the Customer the fees paid; PROVIDED THAT such non-compliance has not been caused by (i) any modification, variation or addition to the Product not performed by DNV or (ii) incorrect use, abuse or corruption of the Product or (iii) use with other software or on equipment with which they are incompatible, and FURTHER PROVIDED THAT any such claim by the Customer is accompanied by evidence satisfactory to DNV showing that the Product does not conform substantially to the Product Documentation.
- 5.3 The remedies set out in article 5.2 above shall constitute, to the extent allowed by law, Customer's sole remedies and DNV's entire liability based upon the errors.
- 5.4 TO THE EXTENT ALLOWED BY LAW, CUSTOMER RELEASES AND WAIVES ALL OTHER CLAIMS FOR REMEDIES WITH RESPECT TO SUCH ERRORS.

### 6 Termination

- 6.1 Either party shall have the right to terminate the Installation Services at any time upon 60 days written notice to the other party.
- 6.2 In the event of termination according to article 6.1 above, the Customer shall reimburse DNV for all services, including preparations, performed up to the date of termination and all costs and expenses reasonably incurred by DNV as a consequence of such termination.
- 6.3 Both parties shall have the right to terminate this Agreement with immediate effect if the other party is in material breach of its obligations hereunder, if the other party files for bankruptcy or enters into liquidation proceedings.
- 6.4 DNV shall have the right to terminate the Agreement if the requested documents or information, according to article 1.2 above, have not been provided in timely fashion.

### 7 Intellectual Property Rights

- 7.1 DNV and/or its licensors retains all right, title and interest in and to all intellectual property rights including copyright to the results of the Installation Services unless otherwise specified in writing by DNV. Customer shall, on a royalty free basis, have a limited internal use license to such deliverables, for the duration of the applicable license.
- 7.2 Notwithstanding the above, both parties agree that any intellectual property right (either registered or not) in existence and owned by a party prior to the Agreement shall remain the sole property of the originating party. Nothing herein shall be deemed to constitute the basis for a license to use DNV's nor its licensors' intellectual property unless explicitly stated in the Agreement.

### 8 Liability and Indemnity

#### 8.1 EXCLUSION OF LIABILITY

IN NO EVENT SHALL DNV, THE DNV GROUP OR ITS OR THEIR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR NEGLIGENCE OR FOR ANY OTHER LOSS WHATSOEVER) HOWSOEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF DNV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 8.2 LIMITATION OF LIABILITY

DNV AND DNV GROUP'S MAXIMUM CUMULATIVE LIABILITY TO CUSTOMER AND CUSTOMER GROUP FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER BASIS FOR LIABILITY, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO DNV FOR THE PREVIOUS TWELVE (12) MONTH PERIOD UNDER THIS AGREEMENT.

#### 8.3 INDEMNIFICATION

CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DNV AND THE DNV GROUP AGAINST ANY CLAIMS MADE BY OTHER COMPANIES IN THE CUSTOMER GROUP AGAINST DNV AND/OR THE DNV GROUP BASED UPON DNV'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.



**DNV**

DNV Doc No:

## Appendix E – Special Legal Terms

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List of existing Synergi software:

Product Name	SLA Expiry date	Quantity
Cascade BaseStation - MS/SQL	12/31/2021	1
SAP/SQL Anywhere - Sync db upgrade license	12/31/2021	4
Cascade - Data Conversion/Data Import	12/31/2021	120
Cascade Professional Consulting Services	12/31/2021	120
Cascade Concurrent User license	12/31/2021	2
Cascade FieldUnit User license	12/31/2021	4
Cascade Basestation - licensed Equip Locations	12/31/2021	35
Cascade - Implementation Services	12/31/2021	112