

# EULA

## KANTEGA SSO LICENSE Terms

For apps distributed through Atlassian Marketplace

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The License is valid one (1) year from date of purchase ("**License Period**") and must be renewed annually, unless a longer period is agreed.

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Licensee is responsible for downloading and installing the App, and its compatibility with Licensee's hardware, software, services and systems.

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Kantega provides paying Licensees with support services at least 8 hours a day, 5 days a week (excluding public holidays in Norway) and will reply to inquiries directed to [atlassian.support@kantega.no](mailto:atlassian.support@kantega.no) or through the Kantega service portal <https://kantega-sso.com/support/> as soon as possible.

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Licensee grants Kantega the right to mention Licensee as its customer when promoting the App.

## 9. No warranty

Licensee acknowledges that Kantega does not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the App for any particular purpose. Licensee further acknowledges that the App, as any other software, may contain errors. Kantega will use reasonable effort to correct errors, but cannot guarantee that all errors will be corrected or at what time. Licensee must report errors continuously and within reasonable time, to Kantega.

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Kantega's liability is in any event limited to the equivalent of one year of subscription fees paid by Licensee.

Kantega will not be liable for any indirect, incidental, special or punitive damages, such as loss of data, profits, sales, anticipated savings, business opportunity, goodwill; business interruption; or other consequential loss or damage.

## 11. Indemnification

### 11.1 General

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- (a) is notified in writing as soon as you are made aware of any claim,
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- (c) allowed to cure any defects in title, by ensuring to the fullest possible extent that you are able to use the App as agreed, without infringing any third party IPR.

The above indemnification does not apply to other cost than cost caused by defect in title.

The provisions regarding limitation of liability in section 10 shall apply.

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Kantega shall have no obligations with respect to any infringement claims if the infringement claim results from (i) any unauthorised modifications of the App by Licensee or its helpers, not in compliance with the Terms or (ii) any other unauthorised acts or omissions of Licensee or any third party acting on its behalf.

## 12. Termination

Breach of the License Agreement entitles the aggrieved party to terminate the License Agreement, if not cured within 30 days of written notice.

Material breach of the License Agreement entitles the aggrieved party to cancel with immediate effect, and seek damages to the extent recoverable under sec. 10.

If Licensee terminates the License Agreement before a License period is over, license fee that is already paid will not be reimbursed.

Upon Kantega's termination of the License Agreement due to Licensee's breach of it, license fee that is already paid will not be reimbursed and any outstanding license fee is due immediately.

Upon termination all rights granted under the License Agreement shall cease and Licensee's use of the App must cease. Licensee must delete the App from all devices.

## 13. Force majeure

The parties are not liable for any loss or damage due to reason of force majeure. Force majeure shall be deemed to be circumstances beyond the control of the party, such as statutory restraints, decisions by a court of law or a governmental agency, perils of the sea or air; fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, shortage of supplies, equipment, materials, breakdown of equipment and labor disputes.

## 14. Choice of law and jurisdiction

Any dispute arising from the Terms is governed by Norwegian law, and shall be settled by the City Court of Oslo, Norway as exclusive legal venue.