

End-User License Agreement for Software-as-a-Service

Ver. 22-Jul-2021

This End-User License Agreement (“EULA”) is a legally binding agreement between the entity or organization you represent, or if you do not designate an entity or an organization in connection with a license purchase or usage, you in your individual capacity on behalf of yourself (“you” or “your”) and Seebird Solutions AS (formerly EZ PTZ AS) (“Seebird” formerly “EZPTZ”) for the Software-as-a-Service (“SaaS”) identified and as further defined in this EULA.

By paying the license fee for the SaaS without promptly requesting a refund or otherwise using the SaaS, such acts indicate your acceptance and your agreement to be bound by this EULA. If you do not desire to agree to this EULA, do not activate any license or use the SaaS and you (or the buyer, if not you) must revert to the [Sales Terms](#) for refund.

You acknowledge and agree: (a) that you are a licensee, not an owner, of the SaaS and any copies of the SaaS without any right to further transfer or distribute the SaaS or any copies of the SaaS or provide access to the SaaS in any manner without Seebird’s prior written consent; (b) not to challenge the enforceability or validity of this EULA; and (c) not to initiate any proceedings inconsistent with the terms of this EULA.

The SaaS includes technology designed to prevent unauthorized use and copying, and technology to help you manage licenses. Such technology may prevent your use of the SaaS if you do not follow the validation, installation, and/or license management process described in the SaaS and documentation.

Definitions

“Content” means any video, audio, data, music, images, and any other output of Seebird software as part of the SaaS and any video, audio, data, music, images, or other input into the SaaS.

“Device” means a computer hardware system (whether physical or virtual) with a storage device or a mobile device capable of running Seebird software and the SaaS. A hardware partition or blade is considered to be a device.

“Internal Network” means a private, proprietary network resource accessible only by employees and individual contractors (i.e. temporary employees) of a specific corporation or similar business entity. Internal Network does not include portions of the internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

“Online Services” means any text, image, video, audio, data processing or hosting services.

“Resellers and Distributors” means an Seebird authorized partner, e-merchant or a portal, within which Seebird manages its SaaS channel.

“Software” means Seebird software included in the SaaS identified above and associated media, Library Content and Online Services and a copy of the printed materials, and may include “online” or electronic documentation as well as licensed third-party Content. The software does not include source code.

“Trial Version” means a version of the SaaS which may have limited features and is limited in terms of the length of time the SaaS may be used, and will cease operating after a predetermined amount of time (“the Trial Period”) due to an internal mechanism within the Trial Version or until the trial is deemed over by Seebird. The software may notify you that the SaaS is in trial mode, which may include, but would not be limited to, watermarking.

“your Content” means the Content resulting from your use of the SaaS.

Data Security and Personal Privacy

By accepting this EULA, you acknowledge and consent to being recorded in images, audio, or video by participants. Due to the nature of remote activities the recordings may: (a) be necessary to fulfil a contractual obligation to which you and or the company you represent are bound; (b) be necessary to fulfill a legal obligation to which you and or the company you represent are bound; (c) be required to protect the vital interests of one or more of the parties attending the remote inspection; (d) be in the public interest or in the exercising of official authority vested in the recorder; or (e) be in the legitimate interests of the recorder and the entity they represent.

No recordings are stored on Seebird servers and each participant bears sole responsibility for the security of any data collected during conducted sessions. If at any time you wish to exercise your right under GDPR Article 15 and access personal data that may have been collected, you may review your session receipt and contact participants directly with a request for access. Exercising your right to access, rectify, erase, restrict or transmit data that Seebird may have under GDPR Article 17 will require you to submit a request using the form '[Data Subject Rights Request](#)' which is to be completed and sent to post@seebird.no. Exercising your right to erasure of data collected during a remote inspection session by other attendees under GDPR Article 17 will require you to request this directly from those who have collected your data in a session. By accepting this EULA and consenting to being recorded, you also acknowledge that erasure of your personal data may be declined if: (a) erasure violates state or federal laws; (b) the data is still necessary for the purpose for which it was originally collected; (c) the data is required for the establishment, exercise, or defense of legal claims; (d) the data is required for archiving purposes in the public interest; or (e) the data is necessary to exercise the right of freedom of expression and information.

Seebird strives to protect the security and privacy of the users of its products. The Privacy Policy is found at www.ezptz.no/privacy-policy and is incorporated in this EULA by reference. For specifics on web camera usage and privacy, visit www.ezptz.no/camera-usage.

When you use the SaaS, Seebird may collect information about your computer to facilitate, evaluate and verify your use of the SaaS which may be sent to an Seebird web or third-party cloud server for storage or further processing by Seebird and/or its partners or subsidiaries or affiliates, subsidiaries or affiliates, for Seebird's own internal use. This information is generally collected in the aggregate form, without identifying any user individually, although the IP address, computer and session data in relation to purchases and downloads/installations of the SaaS may be tracked as part of Seebird's customer order review, statistical analysis, fraud and piracy prevention efforts. For example, Seebird may collect information such as the number of downloads/installations or trials of the SaaS or the type of operating system used, for nonidentifying statistical analysis and for improving the SaaS, providing you with a more relevant experience. Seebird may also collect certain information, such as names and email addresses in connection with your use of certain features of the SaaS which also may be sent to an Seebird web server or third-party servers to provide you with your requested online services.

As a result, by downloading and/or using certain features of the SaaS that integrate with your web browser, you expressly consent to your content being shared with both Seebird and/or Google, Microsoft, or the applicable service provider, as elected at your discretion, and such data will be subject to the Seebird privacy policy and/or Google's, Microsoft's and any other applicable service provider's respective terms and privacy policies and available for use with your Seebird, Google, Microsoft, or the other applicable service provider accounts.

1. Grant of License and Restrictions

The following section applies to all versions of the SaaS unless the 'About' menu, or similar, in the SaaS specifies a multi-user, site, or enterprise version, for example.

1.1 General Grant

If you obtained Software and SaaS license(s) from Seebird or one of its authorized Resellers or Distributors and so long as you comply with the terms of this EULA as a condition to the license granted herein, Seebird hereby grants you a non-exclusive, non-transferable, limited personal license to run the SaaS in a manner consistent with its design, purpose, documentation, and your order. You may only use the SaaS according to the license ordered by you and/or assigned to you and/or granted by Seebird. Seebird offers several license types to meet the needs of its customers' depending on the intended use of the SaaS. Your use shall designate the specific application of the SaaS which may include, a multi-user license, site license, enterprise license, or volume discount license, for example.

1.2 General and Cross Platform Use

Except as otherwise specified in the EULA and so long as you comply with the terms of this EULA as a condition to the license granted herein, you are licensed to run and, when required, install the SaaS on additional devices for use by the one assigned person.

1.3 Backup Copy

So long as you comply with the terms of this EULA as a condition to the license granted herein, you are licensed to make a reasonable number of backup copies of the SaaS, provided, your backup copies are not installed or used for other than archival purposes.

1.4 Integrity of 3rd Party Content and SaaS

Your use of the SaaS may be impaired by digital rights management systems in order to protect the integrity of certain third-party Content and the Software. You may not use any Device or hardware designed to defeat any copy-protection device, should the Content or SaaS you have licensed utilize such protection. You may not remove or alter any trademark, trade names, product names, logos, copyright notices, legends, symbols, labels, or watermarking in any 3rd party Content or the SaaS, except to the extent as expressly indicated in the 3rd party Content or SaaS.

2. Description of other Rights and Limitations

Seebird's grant to you of a non-exclusive, non-transferable, limited personal license to install and use the SaaS in a manner consistent with its design, documentation, and your order, is further conditioned upon your compliance with all of the following conditions:

2.1 Limitations on Reverse Engineering, Decompilation, Disassembly and Competing Products and Offerings

You may not reverse engineer, decompile, translate, localize or disassemble the SaaS or, create a commercial offering or product directly or indirectly competing with an offering or product from Seebird, or allow any other person or entity to use the SaaS or Documentation for the benefit of any person or entity where such use may result in the creation of a commercial offering or product directly or indirectly competing with an offering or product from Seebird.

2.2 Separation of Components

The SaaS is licensed as a single product to one individual as a representative of a company. Its component parts may not be separated, e.g. for use on more than one Device at the same time. You may not unbundle or repackage the SaaS for distribution.

2.3 No Rental

You may not rent/let, license, assign, transfer, time share, host, lend, sublicense, distribute, or lease the SaaS, or any access code or any licenses associated with the same for any purpose, except as otherwise expressly provided in this EULA.

2.4 No SaaS License Transfers

Once activating a SaaS license, you may not transfer or distribute account details associated with that license under any circumstances without Seebird's prior written consent/approval. Any such consented to or approved transferee must acknowledge, accept, and agree in writing to be bound by this EULA. Cases where licenses are purchased with the intent to be assigned, these can be assigned through Seebird's web service.

2.5 No SaaS Reproduction and Resale

The SaaS and any copies of the SaaS license or codes related to the SaaS and Seebird's trademarks may not be copied, reproduced, distributed, used, posted, modified, adapted, prepare derivatives of or displayed in any form or manner on any online auction sites or any other site or material of any kind without prior written permission of Seebird.

Any transfer or posting made in violation of the requirements, conditions, or restrictions of this section will be void and may result in termination of this EULA.

2.6 Term, Termination and Right to Audit

The term of this EULA granted to you for the use of the SaaS is for the duration specified in the license type purchased. Without prejudice to any other rights, Seebird may terminate your access if you fail to comply with any of the terms of this EULA, which includes, but would not be limited to, your unauthorized reproduction, copying, distribution, modification, adaptation or the making of a derivative of, a competing offering or product or display of the SaaS or any of the licenses associated with the same. In such event, upon such termination you must destroy all copies of the SaaS and any licenses associated with the same and all of its component parts and you must provide Seebird in writing your certification as to the same. By purchasing or using the SaaS, you grant Seebird or its affiliates the right to audit your adherence to the terms stated within this EULA.

2.7 Development License Conditions and Restrictions

The following conditions and restrictions apply to you, as a licensee, if you develop application software that utilizes the SaaS in a commercially distributed application: (a) you must purchase a license of SaaS for each copy of the software licensed or rented; (b) the SaaS must not be the sole or primary component of such application software; (c) you must give proper acknowledgment of the copyright of Seebird, and you must not use the SaaS to create a software application that competes with or is intended to compete with, directly or indirectly, the SaaS; and the software must add significant value to the SaaS. You must obtain the prior written permission from Seebird as to all other uses of the SaaS that fall outside the scope of this EULA.

2.8 SaaS for Microsoft Windows

The SaaS which is the subject matter of this EULA is primarily for use and/or runs on a Microsoft Windows operating system exclusively, at this time, and the SaaS license associated with the SaaS is not designed to be operable on any other systems.

2.9 Trial Version

This section and its subparagraphs apply, in addition to the license granted in Section 1, solely if you operate a Trial Version of the SaaS.

I. Subject to this EULA, Seebird grants to you a non-exclusive license to use the Trial Version for your internal evaluation and review purposes. If you under the Trial Period conclude that the Product or SaaS fits the intended purpose, Seebird expects you to initiate purchase a full version of the SaaS or the trialed Product.

II. You shall not: (a) in the aggregate install or use more than one Trial Version; (b) download or operate Trial Versions under more than one username; (c) alter the contents of a hard drive, software code, or computer system to enable the use of the Trial Version for an aggregate period in excess of the Trial Period for which you may evaluate the Trial Version; (d) disclose the results, if any, of the SaaS performance benchmarks obtained using the Trial Version to any third-party without Seebird's prior written consent; or (e) use the Trial Version for a purpose other than the sole purpose of determining whether to purchase a license to the SaaS.

III. Your licensed rights to use a copy of the Trial Version under this section will immediately terminate upon the earlier of: (a) the expiration of the Trial Period, (b) such time that you purchase a license to the SaaS, or (c) indication that you have no intention of purchasing a license to the SaaS. Seebird reserves the right to terminate your license of the Trial Version at any time in its sole discretion. To the extent that any provision in this section is in conflict with any other section in this EULA, this section shall supersede such other terms and conditions with respect to the Trial Version only, but only to the extent necessary to resolve the conflict.

By using a Trial Version of the SaaS, you consent to Seebird keeping you informed via email and/or in-app notifications about our products and SaaS and to contact you during or within reasonable time after the Trial Period. To opt out in the future, update your profile settings or click the unsubscribe link in any marketing notification you receive. To learn more about your marketing choices, read the [Privacy Policy](#).

You acknowledge that the Trial Version may have limited features, function for a limited period of time, and/or have other limitations not present in a non-Trial Version of the SaaS. Notwithstanding anything to the contrary in this EULA, the Trial Version is provided to you on an "as is" basis, and Seebird disclaims any warranty or liability obligations to you of any kind.

3. Intellectual Property Rights

The SaaS is protected by Norwegian copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Seebird and/or its suppliers or licensors, are and shall remain the owners of all intellectual property rights in the SaaS. The SaaS is licensed, not sold, to you on a non-exclusive, non-assignable, non-transferable, limited, individual basis. All rights, title, and interests, including, but not limited to, all copyrights, trade secret rights, patent and trademark rights, whether foreign or domestic, in and to the SaaS (including, but not limited to, any source or object code, images, photographs, animations, video, audio, text, and apps incorporated into the SaaS), the accompanying printed materials, and any copies of the SaaS, are owned by and shall remain the sole property of Seebird or its suppliers or licensors.

4. Injunctive Relief

The parties agree that if you utilize or otherwise use any of the SaaS in an unauthorized manner, or breach the remaining terms of this EULA, that such use or breach would have a devastating and serious impact on Seebird's continuing ability to compete profitably and would, therefore, result in immediate and irreparable injury, loss or damage to Seebird. The parties agree that in such event, in addition to Seebird's right to recover damages for a breach of this EULA, Seebird shall be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction, without posting of bond or other security or proof of actual damages, to prevent you, your employees, agents, consultants, or independent contractors from engaging in any further use copying, reproduction, distribution, modification, adaptation, making of derivative works or competing commercial product or offering, or display of the SaaS or the continued breach of the remaining terms of this EULA.

5. Multiple Environments/Platforms

If you were licensed to receive the SaaS in a manner that supports multiple environments, platforms or operating systems or in more than one medium, regardless of the type or size of medium you receive, you are licensed to use only one environment, platform, operating system or medium that is appropriate for your single Device at a time. By way of clarity and in accordance with Sections 1.1 and 1.2 of the EULA, you are only licensed to use one version of the SaaS on one platform at a time (not simultaneously). You may not loan, rent, lease, license, distribute or otherwise transfer the other medium to another user.

6. Norwegian Government Restricted Rights

The SaaS and documentation are provided with RESTRICTED RIGHTS. You acknowledge and agree as a condition to the license granted under this EULA that the SaaS may not be downloaded or otherwise exported or re-exported: (i) into (or the national resident of) any country to which Norway has embargoed goods; or (ii) to anyone on the Norwegian Ministry of Foreign Affairs list of embargoed countries. By using the SaaS, you are agreeing to the foregoing and are representing and warranting that you are not located in or under the control of, a national resident of any such country or on any such list.

7. Limited Warranty

Seebird warrants (the "Limited Warranty") that the SaaS will be in good working order for a period of ninety (90) days from the date of activation. Some jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SaaS, if any, are limited to ninety (90) days, respectively.

8. Customer Remedies

Seebird's and its suppliers' or licensors' entire liability and your exclusive remedy shall be, at Seebird's option, either: (a) return the license fee paid; or (b) repair or replacement of the SaaS that does not meet Seebird's Limited Warranty and which is returned to Seebird with a copy of your receipt. This Limited Warranty is void if failure of the SaaS has resulted from accident, abuse, or misapplication. Any replacement SaaS will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside Norway, neither these remedies nor any product support services offered by Seebird are available without proof of purchase from an authorized international source.

9. No other warranties

Except for the limited warranty expressly set forth in section 7 above, to the maximum extent permitted by applicable law, Seebird and its suppliers, and licensors disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, of accuracy, quiet enjoyment, non-infringement of third-party rights with regard to the SaaS, content, or library content and any accompanying hardware.

10. No liability for consequential damages

To the maximum extent permitted by applicable law, in no event shall Seebird or its suppliers, or licensors, be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SaaS, content, or library content, even if Seebird has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

11. Content and Indemnity

You acknowledge and understand your Content is your sole responsibility including making and keeping backup copies of your Content and your use and distribution of your Content is at your sole discretion and risk.

11.1 Sole Responsibility

You shall be solely responsible for any claims or causes of action that may arise in connection with such use and distribution of your Content. Notwithstanding anything to the contrary herein, Seebird has no responsibility or liability for the deletion or accuracy of your Content or any other Content, the failure to store, transmit or receive transmission of your Content or any other Content (whether or not processed by the Online Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the SaaS. Certain features of the SaaS enable you to specify the level at which the SaaS may restrict access to your Content. You are solely responsible for applying the appropriate level of access to your Content.

You further agree to defend, indemnify and hold Seebird, its affiliates, subsidiaries, personnel, consultants, agents, suppliers, licensors, Resellers, and Distributors from any and all third-party claims, whether foreign or domestic, and any and all liability, damages and/or costs including, but not limited to, reasonable attorney fees, arising from your use of the SaaS and your Content and the distribution of the same, your violation of this EULA, or the infringement or violation by you or any other user of the SaaS, of any agreement of any kind or any intellectual property or other right, including but not limited to, patent, trademark, copyright or trade secret rights of any person or entity or any claims that may or are alleged to result in the invasion of privacy, slander, libel or for infringement on a person's rights of publicity due to the publication or distribution of your Content.

11.2 Ownership of Content, License, and Restrictions

Title and intellectual property rights in and to any Content, displayed by, reproduced, recorded or accessed through the SaaS, belongs to the respective Content owners. Such Content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third-party providing or displaying such Content. This EULA does not grant you any rights to use such Content other than as expressly indicated in the SaaS, this EULA or any Addendums to the same. The SaaS may be used to reproduce or record your Content, so long as such use is limited to the reproduction of non-copyrightable Content, Content which you own the intellectual property rights in and to the same, or Content which you are authorized or legally permitted to reproduce, record or display.

11.3 Your Representations and Warranties Regarding Your Content

You represent and warrant that: (a) you are the owner, licensor, or authorized user of all your Content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third-party or Seebird, or any rights of publicity or privacy of any party, whether foreign or domestic; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libellous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

11.4 Use of Your Content with the Online Services

Again, for clarity and as indicated in Section 11.2, you retain all of your ownership rights in your Content. By transmitting Content, which you acknowledge will be transmitted to Seebird's servers for such processing, however, you hereby grant to Seebird an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, create derivative works of, and otherwise use your Content, and/or data, throughout the world, as necessary to provide you with the Online Services. In addition, you grant Seebird the right to your Content and/or data to improve the quality of the Online Services. You also hereby grant each of your viewers of your Content, a non-exclusive license to access your Content through the Online Services, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Online Services and under any applicable Terms of Service associated with the Online Service, if any. The above licenses granted by you in your Content that you submit to the Online Services will terminate within a commercially reasonable time after you remove or delete your Content from the Online Services. You understand and agree that Seebird may retain, but not display, distribute, or perform, server copies of your Content that have been removed or deleted. For further clarity, notwithstanding the license granted under this section, Seebird shall not use or promote any of your unlisted or private Content. Again, Seebird requires a license to use your Content as indicated, in order to host your Content on the Online Services.

11.5 Seebird's Access to Your Content

You acknowledge that the Online Service is automated (e.g. your Content is uploaded using software tools and servers) and that Seebird personnel will not access, view, or listen to any of your Content, except as reasonably necessary to perform the SaaS, including but not limited to, the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Seebird in good faith to conform to legal requirements or comply with legal process; or (d) enforce this EULA, including investigation of potential violations hereof.

12. Survival

The conditions, restrictions and obligations as contained in this EULA, which you have voluntarily agreed to, shall survive any expiration, termination or cancellation of this EULA, and shall continue and remain in effect to bind you, and your employees, agents, successors, heirs and assigns to the extent necessary to fulfil the EULA's essential purposes.

13. Integration

This EULA and the applicable license order and Addendums set forth the entire Agreement and understanding between the parties as to the subject matter of this EULA and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between the parties.

14. Amendments

Except as otherwise provided in this EULA, this EULA may be amended on occasion by Seebird. You must accept any newly amended EULA before installing, copying or otherwise using the SaaS. Except as otherwise provided in this section of this EULA, this EULA may not be amended, altered, or any of its provisions waived on behalf of either party, except in writing executed by both parties' duly authorized agent. Notwithstanding the provisions of this section, Seebird may amend its [Privacy Policy](#) at any time by posting a new version at its website.

15. Assignability

Except as otherwise expressly provided under this EULA, this EULA and the rights and duties under this EULA may not be assigned by you to any other party without the prior written consent of Seebird.

16. Benefit

Except to the extent forbidden in this EULA, this EULA shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

17. Captions

Captions contained in this EULA are inserted for reference and in no way define, limit, extend or describe the scope of the EULA or intent of any provision in the EULA.

18. Severability

If any provision of this EULA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this EULA shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the EULA to the other party.

19. Authority to Accept

You warrant and represent to Seebird that this EULA shall be binding upon you, and that the individual agreeing to be bound under the terms of this EULA is authorized or has been empowered to do so.

20. Third-Party Beneficiary

You acknowledge and agree that Seebird's suppliers and licensors (and/or Seebird if you obtained the SaaS from any party other than Seebird) are third-party beneficiaries of this EULA, with the right to enforce the obligations set forth herein with regard to the respective technology, applicable software or Content of such suppliers, licensors and/or Seebird.

21. Third-Party Acknowledgement and Terms

The SaaS licensed under the terms of this EULA may use or include third-party components, Content, other copyrighted material, and/or open-source software which may be subject to certain “open source” or “free software” licenses (“Open Source Software”). Acknowledgments, licensing terms and additional disclaimers for such components, Content, materials, or Open Source Software are contained in the “online” electronic documentation for the SaaS, and your use of such components, Content, other materials, and/or Open Source Software is governed by their respective terms and nothing in this EULA limits your rights under or grants you rights that supersede the terms of any such applicable third-party terms for such third-party components, Content, materials, and/or Open Source Software.

22. Miscellaneous

This EULA is governed by the laws of the Kingdom of Norway. You agree to the exclusive jurisdiction of the Courts of the Kingdom of Norway. This Agreement has been prepared in the English language and this version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

You waive any objection based on inconvenient forum and any objection to venue of any action instituted under this EULA by Seebird in any jurisdiction. This EULA shall not be governed by the United Nations' Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you are a federal, state, or local government entity in the Kingdom of Norway using the SaaS in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such Norwegian federal government entities, this EULA and any action related thereto will be governed by the laws of Norway.

23. Company Changes Due to Acquisitions, Divestures, Mergers, and Organic Growth

If the number of qualified desktops or seats changes by more than 10 % as a result of: (i) an acquisition of an entity or an operating division, (ii) a divestiture of an affiliate or an operating division; (iii) a merger, or (iv) organic growth, Seebird will work with you in good faith to determine how to accommodate the changed circumstances in the context of, for example, a Site License. If you acquire or merge with an organization with an existing Site License, Seebird will work with the surviving organization in good faith to accommodate its changed circumstances in the context of this EULA.

Should you have any questions, complaints or claims with respect to the SaaS, or if you desire to contact Seebird for any reason, please contact the Seebird partner serving your country, or email post@seebird.no.

As stated above, paying the license fee for the SaaS without promptly requesting a refund of such fee or installing, copying, or otherwise using the SaaS, indicates your acceptance of this EULA and your agreement to be bound by the terms of this EULA as a licensee.

If you do not agree to the foregoing terms, you do not have a right to download, install or use the licensed SaaS.