

PixEdit Terms and Conditions

These terms and conditions, including any terms and conditions for a specific product ("**Additional Terms**"), jointly referred to as the "**Terms**", constitutes an agreement between Sikri AS ("**We**" or "**Us**") and you ("**You**"), and govern Your right to access and use this website ("**Website**") and Our specialised software for automated document processing, currently branded as "PixEdit" and made available to You as cloud services ("**Online Subscription Service**") or applications for download and local installation along with associated documentation ("**Software**"). Collectively, the Website, Online Subscription Service, Software, and associated maintenance services are referred to as the "**Products**".

By downloading, installing, accessing, or otherwise using the Products, You agree to be bound by these Terms. If You are accepting the Terms on behalf of another person, company, or other legal entity, You represent and warrant that You have full authority to bind that person, company, or other legal entity to these Terms. You also confirm that You have read, understood, and accepted Our privacy policy and informed Your users that it is available at :

- 1) <https://pixedit.zendesk.com/hc/no/articles/19603845942418-Vilk%C3%A5r-og-betingelser>
- 2) <https://pixedit.zendesk.com/hc/en-us/articles/19646457048850-Terms-and-conditions>

If You do not agree to these Terms or Our privacy policy, do not download, install, access, or otherwise use the Products.

Orders for the Products ("**Orders**") may be placed on the Website, directly with Us, or through a Reseller. If You have purchased the Products through an authorized reseller ("**Reseller**"), these Terms apply to Your use of the Products, except for the provisions on price and payment, which will be specified in the separate agreement between You and the Reseller ("**Reseller Agreement**").

1 USE OF THE PRODUCTS

1.1 Software

1.1.1 Subject to these Terms and Your selected licensing model, You are granted a non-exclusive, non-transferable, and non-assignable right to use the Software. You may select the following license models:

- a) Right-To-Use ("RTU"): The Software and maintenance service described in section 1.1.3 are provided to You on a subscription basis.
- b) Full License ("FL"): The Software is purchased with a one-time payment, and You may use the Software as long as receive the maintenance service described in section 1.1.3.

1.1.2 The licenses may be purchased as single-user licenses or volume licenses. Volume licenses are based on the maximum number of users within the Your organization, granted access to the Software. The organization's name must be provided in the Order at the time of purchase. All users with potential access to the Software are counted, including terminal server clients, not just concurrent users. If the number of users increases to a new licensing tier, You must pay the price difference between the tiers. For high volume purchases, special pricing is available upon request.

1.1.3 The maintenance service includes (i) new versions and revisions of the Software, available for download and installation, and (ii) support by e-mail or telephone for questions regarding installation, integration, and setup of the Software. Support beyond the scope set out herein is provided as separate consulting services, subject to Our pricelist for such services.

1.1.4 You may create one backup copy of the Software, provided that the copy is only used for back-up or archival purposes and not installed or used on any computer.

1.1.5 You may at any time upgrade Your existing Software and/or licencing model, including changing from the Software to the Online Subscription Service. Please consult Our pricelist on the Website or contact Us should the upgrade You seek not be described in the pricelist.

1.2 Online Subscription Service

1.2.1 You may only purchase single user licenses for the Online Subscription Service. All users with potential access are counted, not just concurrent users. When using the Online Subscription Service, We recommended that You to regularly back-up Your content. If You do not notify us of updates to Your payment method, Your access to the Online Subscription Service will stop working.

1.3 NFR Version and Pre-Release Version

1.3.1 We may designate Products as “trial”, “evaluation”, “not for resale”-versions, or other similar designation (“**NFR Version**”). You may install and use the NFR Version only during such periods and for the purposes stipulated by Us. You may not use any materials produced with the relevant NFR Version for commercial purposes.

1.3.2 We may designate certain Products, or features within them, as pre-release or beta versions (“**Pre-Release Version**”). You acknowledge and agree that the Pre-Release Version does not represent the final product, may contain bugs that could cause failure and data loss, and that We accept no liability in connection with Your use of a Pre-Release Version. We may, at Our sole discretion, decide whether to commercially release the Pre-Release Version. If requested by Us, You must promptly cease using the Pre-Release Version and destroy all copies. Any separate agreement entered into by the parties regarding the Pre-Release Version will supersede the provisions of this section.

1.4 Your account

1.4.1 You are solely responsible for the activity that occurs via Your account, whether on the Website or the Online Subscription Service. It is Your obligation to ensure that the information provided on Your account is correct and up to date. Please notify Us promptly if You become aware of any unauthorized use. Sharing account information, except with an authorized account administrator, is strictly prohibited. You accept that Your account administrator may utilize Your account information to manage Your usage and access to the Products.

1.5 Restrictions and obligations

1.5.1 You must not attempt, permit or enable others to:

- a) sell, lease, rent, copy (except as set out in section 1.1.4), make available and/or otherwise provide access to the Products to any third party;
- b) remove any copyright notice or similar legend from the Software;
- c) violate any applicable laws or regulations while using the Products;

- d) impersonate any person or entity, or falsely state or otherwise misrepresent affiliation with a person or entity when using the Products;
- e) upload, make available and/or share any information which (i) violates the rights of third parties, including but not limited to, any Intellectual Property Rights (as defined in section 5) or the privacy rights of third parties, or (ii) contains any false, fraudulent, illegal, harmful and/or defamatory materials;
- f) scan and/or test the vulnerability of the Products, or breach, disable, circumvent, remove or damage any authentication or security measures or any other technical or license restrictions on the Products;
- g) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Products or any software, documentation or data related to the Products;
- h) use the Products in any way to develop, test, enhance or calibrate any derivative works, models, system, or services that are similar to the Products; or
- i) circumvent restrictions in the Products or gain unauthorized access to data and operations in the Products.

1.5.2 You shall:

- a) supervise and control the use of the Products and ensure that the Products are used in accordance with these Terms. For the avoidance of doubt, You are solely responsible for Your users' use of the Products; and
- b) comply with all applicable laws and regulations.

1.5.3 You may embed copies of font software into your electronic documents for purpose of printing, viewing, and editing the document. No other embedding rights are implied or permitted under these Terms.

1.5.4 If We become aware of any breach of these Terms in connection with Your or Your users' use of the Products or are informed by Your Reseller that You have breached Your payment obligations under the Reseller Agreement, We reserve the right to (i) suspend access and/or Your license to the Products, (ii) delete any infringing content, (iii) take any action We consider appropriate to remedy and avoid such events, and/or (iv) pursue any legal rights available to Us under applicable law. In the event of suspension of access or deletion of content, We will notify You as soon as reasonably possible, however such notice may also be provided after suspension or deletion. You will remain responsible for all fees incurred until the date of suspension and any applicable fees for the parts of the Products that You still have access to. Our right to suspend and delete is in addition to any other remedies available to Us under applicable law.

1.5.5 You will indemnify Us and Our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to Your content, Your use of the Products and/or Your breach of these Terms.

2 TERM AND TERMINATION

- 2.1** The initial term for which You are authorized to use the Software under the "RTU" license, and the Online Subscription Service, is specified in the applicable Order. The term will automatically renew for additional periods of the same duration as the initial term, unless You terminate by providing 90 days' written notice prior to the end of the then-current term.
- 2.2** You are authorized to use the Software under the "FL" license as long as You receive the maintenance service described in section 1.1.3. The maintenance service begins on the effective date of Your Order and continues for periods of 12 months, unless terminated by You with 90 days' written notice prior to the end of the then-current term. If You terminate the maintenance service, the license will also be terminated. No refund for the Software or the maintenance service will be provided upon termination of the maintenance service.
- 2.3** We may, at any time, terminate Your right to use and access the Products if:
- a) You have breached any provision of these Terms (or acted in a manner that clearly shows You do not intend to, or are unable to, comply with these Terms);
 - b) You fail to make timely payment of fees for the Products, either to Us or Your Reseller;
 - c) We are required to do so by law (for example, where the provision of the Products is, or becomes, unlawful); or
 - d) We elect to discontinue the Products, in whole or in part (such as if it becomes impractical for us to continue offering the Products in Your region due to a change in the law).
- 2.4** We may also terminate Your right to use the Products upon 30 days prior written notice via the email address You have provided Us.
- 2.5** Upon termination for any reason:
- a) all rights granted to You under these Terms shall cease;
 - b) You must cease all activities authorised by these Terms;
 - c) You shall immediately delete or remove the Software from all computer equipment in Your possession and immediately destroy or return to Us (at Our sole option) all copies of the Software then in Your possession, custody or control and, in the case of destruction, certify to Us that You have done so; and
 - d) We will provide You instructions on how to retrieve Your content from the Online Subscription Service.

3 PAYMENT AND FEES

- 3.1** The prices for the Products are quoted on the Website, excluding VAT. New versions of the Products may include added functionality that requires additional license fees.
- 3.2** Fees will be charged based on Your chosen payment plan. You may change Your payment plan at any time through "My Account." If You change Your payment plan, the current plan will remain in effect until its expiration date, after which the new payment plan will commence.

- 3.3** The prices set out in Orders may be adjusted at the beginning of every calendar year by an amount equivalent to the increase in the retail price index (the main index) of Statistics Norway. Additionally, prices for the Products may be adjusted effective from the renewal dates outlined in sections 2.1 and 2.2. If We have not provided prior notification of such price adjustments prior to the 90-day termination period for Your Order, the adjustment will not take effect until the subsequent renewal date.
- 3.4** You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees, foreign transaction fees). We are not responsible for these fees. Contact Your financial institution with questions about fees. We may take steps to collect the fees You owe Us. You are responsible for all related collection costs and expenses.
- 3.5** If You fail to make payment by the agreed time, We shall be entitled to claim interest on any overdue amount, pursuant to the Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (Late Payment Interest Act).
- 3.6** You will not be charged during Your free trial period, and You can cancel at any time. If You choose to continue using the Products after Your free trial period ends, You will be charged automatically in accordance with the prices and terms applicable to Your Product. If You sign up for a free trial by using a 3d secure credit card, Your credit card will be charged a minimal amount during the verification process. This amount is immediately refunded.

4 PERSONAL DATA

- 4.1** The parties' rights and obligations in connection with the processing of personal data are set out in the Data Processing Agreement available at:
- 1) <https://pixedit.zendesk.com/hc/no/articles/19603845942418-Vilk%C3%A5r-og-betingelser>
 - 2) <https://pixedit.zendesk.com/hc/en-us/articles/19646457048850-Terms-and-conditions>

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1** You acknowledge and agree that all Intellectual Property Rights in the Products throughout the world belong to Us and/or Our licensors, that the rights in the Products are licensed (not sold) to You, and that You have no rights in, or to, the Products other than the rights set out in these Terms. You retain all rights of ownership to Your content.

"Intellectual Property Rights" means any patents, rights to inventions, copyrights and related rights, trademarks, trade names, domain names, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property right or proprietary right recognized in any country or jurisdiction in the world, whether registered or not, and whether in existence as of the effective date or arising or recognized thereafter and all applications and registrations therefor.

6 LICENSE COMPLIANCE

- 6.1** If You are a business, company, or organization, We may, no more than once every 12 months and upon 7 days' prior notice, permit Our personnel or appointed independent third-party auditor obliged to maintain confidentiality, to inspect (including manual inspection, electronic methods, or both) Your records, systems, and facilities. This inspection is to verify that Your installation and use of any Products comply with Your licensed rights. Additionally, You shall provide Us with all records and information requested by Us within 30 days to verify that Your installation and use of any Products conform to Your valid licenses. If the verification discloses a shortfall in licenses for the Products, You must immediately acquire any necessary licenses, subscriptions, and applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, You will also pay Our reasonable costs of conducting the verification.
- 6.2** The Software will regularly connect to the internet to communicate with the Website. During these connections, certain information, including the software type, license number, and IP address, will be collected. This data collection is conducted to verify the validity of the current licenses and to ensure that the Software is not being used on multiple devices. Additionally, the Software may be set to automatically check for updates. When checking for updates, the Software will transmit the serial number and product key or username to the Website. The 'Intelligent Search' feature in the Software utilizes a Microsoft Azure Machine Learning service to provide search results. All connections to this service are encrypted, and no document information or content is stored when using the 'Intelligent Search' feature.

7 DISCLAIMER AND LIMITATION OF LIABILITY

- 7.1** The Products are provided on an “as-is” and “as available” basis. To the maximum extent permitted by law, We disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Online Subscription Service and further disclaim any warranty that (a) the Products will meet Your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results obtained from the use of the Products will be effective, accurate, or reliable; (c) the quality of the Products will meet Your expectations; or (d) any errors or defects in the Products will be corrected. We specifically disclaim any liability for any actions resulting from Your use of the Products. Your use of the Products is at Your discretion and risk, and You are solely responsible for any damage to Your computer system or loss of data resulting from the use or access of the Products.
- 7.2** In no event shall We be liable for: (a) any loss of use, data, goodwill, or profits, whether or not foreseeable; (b) any special, incidental, indirect, consequential, or punitive damages whatsoever, including those resulting from (c) loss of use, data, or profits, whether or not foreseeable; (d) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (e) arising from any other claim related to Your use of or access to the Products.
- 7.3** Our total liability in any matter arising out of or related to these Terms and Your use of the Products is limited to US \$90 or the aggregate amount that You paid for the Products during the 3-month period preceding the event giving rise to the liability, whichever is greater. These limitations will apply even if We have been advised of the possibility of such liability and notwithstanding any failure of essential purpose of any limited remedy.
- 7.4** Nothing in these Terms limits or excludes Our liability for gross negligence, intentional misconduct, or for death or personal injury.

8 CHANGES

- 8.1** We reserve the right to modify these Terms at any time. It is advisable for You to review the Terms and the Website regularly, as We will post a notice of modifications on the Website. If You have provided a valid email address, You will also be notified by email. By continuing to access and/or use the Products after the revisions take effect, You are deemed to have accepted the revised Terms. If You do not agree to the modified Terms, You must discontinue Your use of the Products.
- 8.2** We reserve the right to modify, update, or discontinue the Products, including any of their portions or features, at any time without incurring liability. However, We will make reasonable efforts to notify You before implementing such changes. In the case of the Online Subscription Service, We will also provide You with a reasonable timeframe to download Your content. If We discontinue an Online Subscription Service in its entirety, We will offer You a pro rata refund for any unused fees associated with that Online Subscription Service, provided You have prepaid for such Online Subscription Service.

9 GENERAL PROVISIONS

- 9.1** We may transfer Our rights and obligations under these Terms to another company, but this will not affect Your rights or Your contracting party's obligations under the Terms. You may only transfer Your rights and/or obligations under these Terms to another person, company, or legal entity if We agree in writing.
- 9.2** These Terms constitutes the entire agreement between us and supersedes and extinguishes any agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to its subject matter. No rights, obligations, representations, or terms, other than those expressly recited herein, are to be implied from these Terms.
- 9.3** These Terms may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. Its shall not be necessary in making proof of these Terms or of any document required to be executed and delivered in connection herewith or therewith to produce or account for more than one counterpart.
- 9.4** The Products, and Your use of the Products, are subject to Norwegian and international laws, restrictions, and regulations that may govern the import, export, and use of the Products. You agree to comply with all the laws, restrictions, and regulations.
- 9.5** Neither party will be liable to the other for any delay or failure to perform any obligation (other than Your payment obligations) under these Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
- 9.6** If We fail to insist that You perform any of Your obligations herein, or if We do not enforce Our rights against You, or if We delay in doing so, this shall not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations.

9.7 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions shall remain in full force and effect between the parties.

9.8 These Terms shall be construed in accordance with and governed by the laws of Norway and the Norwegian courts shall be the exclusive venue for any disputes arising out of these Terms.

10 CREDITS

Some components in the Products are using licensed libraries from Adobe® provided by Datalogics®. Adobe, Adobe PDF Library, and the Adobe logo are trademarks of Adobe Systems Incorporated. Datalogics is a trademark of Datalogics, Inc.

The font decoder in PixEdit is partly based on the The FreeType Project, copyright (C) 1996-2024 by David Turner, Robert Wilhelm, and Werner Lemberg. For more information about this project, please visit <http://www.freetype.org>

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Additional Terms

1 PixEdit Office

1.1 When available, in 2024, PixEdit Office will include artificial intelligence to do advanced redact in documents. Included in each user and/or product and/or license, are 10 000 A4 pages going thru these functions pr calendar year. If the yearly use pr user/product/license extend this amount, the addition price invoiced will be NOK 10 pr 100 A4 pages. We will notify You when the limit is reached, and You can accept to start paying or have the function(s) turned off.

2 PixEdit Server and PixEdit Converter

2.1 The system price for PixEdit Server and PixEdit Converter comprises of the number of Named Users and number of Servers installed.

“Named users” refers to the total number of named users within the given organization, regardless of whether they are directly or indirectly in use of PixEdit Server or PixEdit Converter, as applicable. By way of example, the number could correspond to the number of AD-users or number of DMS-users. The number of concurrent or interactive users is irrelevant when counting the number of users.

A “**Server**” is defined as one virtual or physical Windows server. The system is only allowed to serve the given organization. The license gives You the right to install PixEdit Server or PixEdit Converter, as applicable, on the given number of organization servers.

- 2.2** If number of Named Users or Servers increases to the extent that it reaches a new tier, You must pay the price difference between the two tiers.

3 PixEdit Cloud

- 3.1** Due to the flexibility in this solution, access to the API and this service will be priced by a case-by-case base and the same will be for the terms and conditions. It will be a contract between the parties that regulates any changes from this document and that will prevail over this document in the event of conflict.