



KONGSBERG

WITSML 2.1 / ETP 1.2 Feed Simulator End-User License Agreement (March 2025)

This End-User License Agreement (“**EULA**”) is a legal agreement between you (“**User**”) and Kongsberg Digital AS (“**KDI**”) for the use of the WITSML 2.1 / ETP 1.2 Feed Simulator.

WITSML 2.1 / ETP 1.2 Feed Simulator (“**KDI Software**”) is a piece of software created to simulate a WITSML 2.1 / ETP 1.2 data feed to a consumer system. It is used to be incorporated in a test environment and to provide test data feeds to software supporting the Energistics WITSML 2.1 and ETP 1.2 standards.

By downloading, installing, or using the KDI Software, you agree to be bound by the terms of this EULA.

1. Grant of License

KDI grants the User a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the KDI Software according to the terms and conditions in this EULA.

2. Restrictions on Use

2.1 Use of the KDI Software shall be limited to internal and non-commercial use.

2.2 The User will not, under any circumstances, directly or indirectly:

- (i) 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 KDI Software, documentation or data related to the KDI Software, or
- (ii) modify, translate, or create derivative works based on the KDI Software, or
- iii) sell, resell, or distribute the KDI Software, or
- (iv) remove any proprietary notices or labels.

3. No Warranty Disclaimer

THE KDI SOFTWARE IS PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND. KDI HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, KDI DOES NOT WARRANT OR REPRESENT (A) THAT THE USER'S USE OF THE KDI SOFTWARE WILL RESULT IN THE USER'S COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY OR (B) THAT THE KDI SOFTWARE IS COMPLIANT WITH ANY LAWS OR REGULATIONS THAT IMPOSE SPECIFIC DATA SECURITY OBLIGATIONS WITH RESPECT TO THE STORAGE OR PROCESSING OF INFORMATION. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE KDI SOFTWARE REMAINS WITH THE USER.

4. Limitation of Liability



KONGSBERG

TO THE EXTENT PERMITTED BY LAW, KDI SHALL NOT BE LIABLE TO THE USER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF WHATSOEVER NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF CONTRACTS OR LOSS OF BUSINESS, ARISING OUT OF ANY BREACH OF THIS EULA.

THE USER AGREES TO INDEMNIFY AND HOLD KDI HARMLESS FROM ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, OR EXPENSES ARISING FROM OR RELATED TO YOUR USE OF THE KDI SOFTWARE, INCLUDING ANY CLAIMS BY THIRD PARTIES.

5. Support and Upgrade

5.1 The User understands and acknowledges that KDI has no obligation to provide support, updates, or maintenance services to the KDI Software.

5.2 KDI may, in its sole discretion, update, upgrade, enhance, or otherwise change the functionality of the KDI Software (each, an "**Update**"). The User acknowledges that such Updates may result in changes in the appearance and/or functionality of the KDI Software and/or that continued use of the KDI Software may require the User to update the User's own system, including new operating systems (e.g., IOS, Android or Windows) or web-browsers at the User's cost.

6. Withdrawal of Software Availability

KDI reserves the right, at its sole discretion, to withdraw the KDI Software from availability for download or otherwise discontinue access to the KDI Software at any time, without prior notice. KDI shall have no liability for any damages arising from or related to the withdrawal or discontinuation of access to the KDI Software.

7. Termination

KDI reserves the right to terminate this EULA and the User's license to use the KDI Software at any time without prior notice.

8. Governing Law and Legal Venue

This EULA and any action related thereto will be governed and interpreted by and under the laws of Norway, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The User hereby expressly consents to the personal jurisdiction and venue in Oslo, Norway.

Any dispute or difference arising out of or in connection with this EULA, including any question regarding its existence, validity or termination, shall be finally settled in accordance with the Norwegian Arbitration Act ("**Rules**"). It is agreed that (a) the dispute shall be settled by a sole arbitrator appointed in accordance with the Rules; (b) the place of arbitration shall be Oslo, Norway; (c) the language of arbitration shall be English; and (d) any arbitrator appointed must be fluent in written and spoken English. The arbitration award shall be final and binding upon both Parties.