

# SYSMAN SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Revision 6. Date: 29.11.2015

This agreement ("Agreement") covers the products and services You license (or purchase) from SysMan AS (a company registered in Norway, org. nr. 915845045) ("SysMan"), unless and until we enter into a new agreement that expressly replaces this one. If You use the SysMan products and services as an employee of or for the benefit of your company, You hereby confirm and represent that You have the power and authority to accept this agreement on behalf of your company. Your company will be the licensee under this agreement. By purchasing, downloading, installing and/or using the SysMan products or services, You consent to the terms and conditions of this agreement on behalf of the company or entity purchasing the SysMan products and services. If You do not agree to the terms and conditions of this agreement or if You do not have the power and authority to accept the terms and conditions of this agreement on behalf of Your company, You will not be authorized to and may not use the SysMan products and services.

## 1. DEFINITIONS

- 1.1. "**Confidential Information**" of SysMan includes (a) the Licensed Software (in any form), the Documentation, the License Keys, (b) the prices, discounts, payment terms, and other information in the Purchasing Agreements; (d) any other confidential or proprietary information that SysMan provides to You in connection with this Agreement.
- 1.2. "**Documentation**" means any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by SysMan for use with the Licensed Software and/or products supplied hereunder.
- 1.3. "**End User**" means You and/or an individual who works for You as an employee or independent contractor and whom You designate and authorize to access and use the Licensed Software as permitted by this agreement.
- 1.4. "**Error**" means a defect in the Licensed Software that causes it to deviate substantially from the specifications in the corresponding Documentation.
- 1.5. "**EST**" means electronic software transfer.
- 1.6. "**Feedback**" means any ideas or suggestions You voluntarily provide to SysMan (in any manner, whether in writing or orally or otherwise) regarding the Licensed Software, Documentation, including possible enhancements or improvements.
- 1.7. "**Fees**" means the amounts You must pay when You purchase and/or license products and services from SysMan under this agreement, as identified in each Purchasing Agreement.
- 1.8. "**Intellectual Property Rights**" means all registered or unregistered patent rights, copyrights, trade secret rights, design rights, know-how and trademark rights (including service marks and trade names), and any applications for these rights, in all countries.
- 1.9. "**License Key**" or "**License Number**" means a document (in physical or electronic format) provided by SysMan that identifies the Licensed Software, including version number, licensed to You
- 1.10. "**License Term**" means the period of time during which You may use a Licensed Software under a particular license.
- 1.11. "**Licensed Software**" means a SysManSMS Server software product(s) and/or as specified in the applicable Purchase Agreement.
- 1.12. "**Maintenance Services**" means the software maintenance and support services described in section 5.
- 1.13. "**Parent Entity**" means a person, company or other entity that owns, directly or indirectly, fifty percent (50%) or more of Your assets or of the stock or other equity interests entitled to vote for Your directors or equivalent managing authority.
- 1.14. "**Purchasing Agreement**" means the applicable SysMan purchase order, purchase agreement or other order confirmation describing (among other things) the products and services that You have licensed or purchased, including pricing information.
- 1.15. "**Training Services**" means training and education in relation to the installation and/or use of the Licensed Software.
- 1.16. "**You**" (and variations thereof) means the entity that signs or agrees to this agreement as the customer.

## 2. PRODUCTS AND SERVICES

The SysMan products and services that You may license or purchase

under this agreement are identified in the Purchasing Agreements that You and SysMan enter into from time to time that will be incorporated into and subject to this agreement. These products and services may include (but are not limited to):

- a. Licensed Software
- b. Maintenance Services
- c. Training Services
- d. Hardware

## 3. LICENSES

- 3.1. **Your License Rights:** When You purchase a license to the Licensed Software, upon its delivery You will have a limited, non-exclusive, non-transferable right to:
  - 3.1.1. install the Licensed Software on one computer per License Key;
  - 3.1.2. install the License Key for the Licensed Software on the computer specifically identified in the License Key;
  - 3.1.3. allow your End Users to use the Licensed Software, during the License Term;
  - 3.1.4. make a reasonable number of copies of the Licensed Software solely for backup or archival purposes; and
  - 3.1.5. make a reasonable number of copies of the Documentation for the Licensed Software, and use the Documentation solely to support your use of the Licensed Software.
- 3.2. **Conditions:** Your right to use the Licensed Software is conditional upon your timely payment of the full amount of Fees due for the Licensed Software and other products and services and Your compliance with the terms of this Agreement, including the restrictions below. When the License Term expires, your license rights also expire and You may no longer use the Licensed Software.
- 3.3. **Restrictions:** You may not (and may not allow anyone else to):
  - 3.3.1. copy or use any Licensed Software (or Documentation) in any manner that is not expressly allowed by the license rights stated above;
  - 3.3.2. decompile, reverse engineer, or otherwise attempt to derive the source code for any Licensed Software or any underlying algorithms, user interface techniques, or other ideas embodied in a Licensed Software;
  - 3.3.3. tamper with, or attempt to circumvent or disable, any License Key (this includes, for example, resetting the CPU time in order to extend the License Term, or using a false host ID number or additional virtualized copy(ies) of the host ID number to enable unauthorized copies of a License Key);
  - 3.3.4. distribute any copy of a Licensed Software (or Documentation) except as expressly allowed by the license rights stated above, or allow anyone other than your End Users where absolutely necessary to have access to or use any Licensed Software;
  - 3.3.5. use a Licensed Software or its output to develop or enhance any product that competes with a SysMan product;
  - 3.3.6. modify or create a derivative work of any part of a Licensed Software or Documentation;
  - 3.3.7. disclose the results of any benchmarking of a Licensed Software (whether or not the results were obtained with assistance from SysMan) to any third party; or
  - 3.3.8. use a Licensed Software in the development of any product if the failure or malfunction of that product could reasonably be expected to result in personal injury, death, or catastrophic loss.
- 3.4. The License Key limits the number of installations of the Licensed Software to one installation per server, You must ensure that this limit is not exceeded, by platform virtualization or any other means. Exceeding the abovementioned limit is a material breach of this Agreement and will entitle SysMan to invoice and be paid for each such additional installation in full in addition to any other rights afforded to SysMan in this Agreement.
- 3.5. **Transfers and Assignments:** You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless You have obtained prior written consent from SysMan. If You attempt to transfer or assign any of your license rights without SysMan's consent, the transfer or assignment will be ineffective, null, and void (and You will be in material breach of this agreement). For purposes of this section 3.5, a transfer or assignment of your license rights will be deemed to have occurred (a) if a

third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either (i) your or a Parent Entity's assets or (ii) the shares or other equity interests entitled to vote for you or a Parent Entity's directors or equivalent managing authority, or (b) in the event of a change of control, merger, consolidation or other business combination between You or a Parent Entity and one or more third parties where your or a Parent Entity's stockholders immediately before that transaction own (directly or indirectly), after that transaction, less than fifty percent (50%) of the stock or other equity interests entitled to vote for the directors or equivalent managing authority of the surviving entity. For the avoidance of doubt, SysMan shall not be restricted in any way from transferring, assigning or novating this agreement (including the rights, benefits and obligations described herein) to third parties.

#### 4. ORDER AND DELIVERY

- 4.1. Ordering SysMan Products: You may order the products and services identified in the Purchasing Agreements at any time by submitting an order to SysMan as directed by SysMan. You shall be responsible for ensuring that all information You provide is accurate and complete and that any person placing an order on your behalf has your authority to do so. Once You submit an order, You may not cancel or change it. Your order must indicate which products and services You want to purchase and license (including, in the case of Licensed Software, the number of licenses, the License Term, and any other information SysMan would need to fulfill your order (including any information needed to generate a License Key). SysMan may, in its reasonable discretion, accept or reject your order. SysMan may accept your order by sending You a written or electronic notice of acceptance or simply by fulfilling your order.
- 4.2. Delivery: If SysMan accepts Your order for the Licensed Software, products and/or services SysMan will then deliver to You the same along with the corresponding Documentation and License Keys. SysMan will deliver the Licensed Software to You electronically except as otherwise agreed or where prohibited by law.
- 4.3. EST: When SysMan delivers the Licensed Software by EST, SysMan will send You an e-mail to your designated EST e-mail address(es) to notify You that the Licensed Software is available. SysMan's obligation to deliver the Licensed Software will be fulfilled when this e-mail notice is sent. You will be responsible for downloading or requesting for delivery the Licensed Software and Documentation from the FTP Server and the License Key from SysMan's website [www.sysman.no](http://www.sysman.no) unless SysMan gives You other instructions. You must notify SysMan in writing if You change your EST e-mail address(es).

#### 5. FEES AND PAYMENT

- 5.1. Fees: The Fees for the Licensed Software, products and services You may purchase under this Agreement will be identified in the Purchasing Agreements. You agree to pay the Fees according to the payment terms in the applicable Purchasing Agreement.
- 5.2. Payments: If the applicable Purchasing Agreement does not contain specific payment terms for the Fees in question, payment of those Fees will be due in advance for the applicable 12-month-period within 20 days after the date of SysMan's invoice. If You do not pay an amount by the scheduled due date, SysMan will have the right to withhold the delivery of License Keys or withdraw authorization to use the Licensed Software and/or terminate this Agreement or a Purchasing Agreement and accelerate the due date of all remaining payments. In this event, You will owe the entire outstanding balance as soon as You receive written notice from SysMan that Your payment is due. All payments You make to SysMan are non-refundable. You may not offset any amounts You believe SysMan owes You against any payments You make to SysMan under this Agreement. You must make payments in Euro, or such other currency as instructed by SysMan. If You do not pay an amount by the due date, You must also pay a late payment charge of the highest rate permitted by applicable law.
- 5.3. Taxes: You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, import, export, value-added taxes and similar taxes), other than SysMan's income taxes, that are imposed on or result from your purchase, license, or use of SysMan products and services. If SysMan is required by law to collect and remit any

such taxes, SysMan may invoice You for such taxes and You agree to pay the invoiced amount to SysMan. If You are required by the respective jurisdiction where the Licensed Software are used, or where services are provided, to withhold taxes from payments to SysMan, You may withhold from the total amount due to the respective SysMan distributing entity the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment. You must then promptly pay that amount to the appropriate tax authority and provide SysMan with an official receipt for the payment within 60 days of your payment.

- 5.4. Bankruptcy: If You become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, SysMan may apply any payments You have previously made to SysMan for products or services not yet delivered by SysMan against any amounts You owe SysMan at that time for products or services that have been delivered by SysMan (under this agreement or otherwise).

#### 6. SERVICES

- 6.1. Maintenance Services: Subject to clause 6.3 below, Maintenance Services consist of the following:
  - 6.1.1. Support: SysMan will use commercially reasonable efforts to provide support to You Monday through Friday, during SysMan's normal business hours between 09:00 and 15:00 CET (central European time), excluding public holidays and SysMan's scheduled holidays. You will have a maximum of 2 requests for support from SysMan per annum.
  - 6.1.2. Response time: SysMan will use reasonable efforts to respond to requests for support within 1-2 working days, but shall in any event respond no later than with 5 working days of receipt of each request.
  - 6.1.3. Software Updates: SysMan will use commercially reasonable efforts to provide error corrections and bug fixes to the Licensed Software, as well as updates to the Licensed Software, as such corrections and improvements become generally available. The abovementioned updates will be made available on SysMan's applicable web services. Any other upgrades or enhancements to the Licensed Software are not made available by SysMan as part of Maintenance Services unless otherwise agreed in the Purchasing Agreement and may be subject to additional charges.
- 6.2. Updates to Terms: SysMan may update its Maintenance Services terms on 60 days prior written notice, provided that these updates are applied generally to its Maintenance Service customers.
- 6.3. Conditions: In order to receive Maintenance Services for a Licensed Software as described above, all of the following conditions must be met:
  - 6.3.1. You must have purchased and paid for Maintenance Services for such Licensed Software;
  - 6.3.2. Such qualified contact person must be trained in the use of such Licensed Software;
  - 6.3.3. You must send a request for support via the SysMan contact form or via e-mail, where You also specify the License Key, name and contact details of your relevant contact person.
  - 6.3.4. You must promptly provide SysMan with access to the information and system facilities reasonably necessary to provide the Maintenance Services including, but not limited to, log files and bug reports, in electronic form. Any delay or failure to provide complete information as set out above will affect the response time;
  - 6.3.5. You must follow the directions provided by SysMan support to resolve technical problems; and
  - 6.3.6. You must follow the operating instructions and procedures for the Licensed Software as specified in the Documentation or provided by SysMan.
- 6.4. Exclusions: SysMan will have no obligation to provide Maintenance Services for any Licensed Software that is damaged, modified (by anyone other than SysMan), incorporated into other software, or installed in any computing environment not supported by SysMan; or for any version of a Licensed Software other than the latest and immediately preceding version; or for any problems caused by your negligence, abuse, misuse, or by any causes beyond SysMan's reasonable control.
- 6.5. Reinstatement of Maintenance Services: If Maintenance Services are terminated for any reason, or if You wish to renew

Maintenance Services more than thirty (30) days after Maintenance Services have been terminated, You may be permitted to reinstate or renew Maintenance Services, at SysMan's sole option, provided that (a) SysMan offers Maintenance Services to its customers generally for the Licensed Software in question, and (b) You pay SysMan the following: (i) all applicable Maintenance Services fees for the period during which You were off Maintenance Services, and (ii) SysMan's then-current reinstatement fee plus payment for the new Maintenance Services term.

## 7. CONFIDENTIALITY

- 7.1. **Confidentiality Obligations:** Each party (You and SysMan) agrees to abide by the following confidentiality obligations with respect to the other party's Confidential Information:
- 7.1.1. not to disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this Agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena;
- 7.1.2. not to use it for any reason other than to exercise its rights and perform its obligation under this Agreement; and
- 7.1.3. to protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a "need-to-know" basis).
- 7.2. **Mandatory Disclosures:** If You believe You must disclose SysMan's Confidential Information in order to comply with a valid court order or subpoena, You must promptly notify SysMan and cooperate with SysMan if SysMan chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. SysMan will do the same if it believes it must disclose Your Confidential Information in these circumstances.
- 7.3. **Additional Obligations:** In addition to Your general obligations of confidentiality regarding the Licensed Software and Documentation, You must take the following steps to help prevent any unauthorized access to or use of the same:
- 7.3.1. You must ensure that each End User that has access to and uses the Licensed Software and Documentation only while working on your physical premises; and
- 7.3.2. You must monitor each End User's use of the Licensed Software to ensure that the End User abides by the terms of this Agreement.

## 8. TERM AND TERMINATION

- 8.1. **Term of Agreement:** The term of this Agreement will begin on the effective date that You first download or receive the Licensed Software from the SysMan website, by e-mail or other data medium or as otherwise described in the Purchasing Agreement and will continue as set out in this Agreement, unless this Agreement is terminated earlier as set out herein.
- 8.2. **Term of Purchasing Agreement:** Each Purchasing Agreement will have its own minimum term, as indicated on that Purchasing Agreement, which, unless stated otherwise in the applicable Purchasing Agreement, will be 12 months and the Purchasing Agreement will be automatically renewed for further periods of 12 months unless You send notice of termination to SysMan in writing no later than 30 days prior to the expiry of the applicable 12-month-period.
- 8.3. **Rights to Terminate:** Each party has the right to terminate this Agreement immediately, by giving written notice of termination to the other party, if (a) the other party breaches this Agreement and (b) either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 15 days after receiving written notice of the breach from the non-breaching party. A substantial deviation of the Licensed Software from the specifications in the corresponding Documentation will not be considered a breach of this Agreement that allows You to terminate the Agreement, but it could give rise to a warranty claim under section 9.
- 8.4. **Consequences of Termination:** If and when either You or SysMan terminates this Agreement, all Purchasing Agreements in effect at that time will also terminate. When this Agreement, a Purchasing Agreement or an individual license to a Licensed Software expires or is terminated:
- 8.4.1. You must (i) immediately cease all use of the Licensed Software and Documentation, (ii) promptly return to SysMan or destroy all copies of the Licensed Software

and Documentation in your possession or control, and (iii) certify in writing to SysMan that You have complied with the same;

- 8.4.2. You will remain obligated to pay any amounts You owe to SysMan at that time; and
- 8.4.3. the provisions of sections 4, 7, 8.4, 9.4 and 11 will remain in effect.

## 9. THIRD PARTY INFRINGEMENT CLAIMS

- 9.1. If You become aware of any third party claims relating to the Licensed Software You must do as follows:
- 9.1.1. promptly give SysMan written notice of the claim;
- 9.1.2. identify the specific Licensed Software(s) at issue in the claim and indicate how the Licensed Software(s) is(are) utilized by You or your products;
- 9.1.3. give SysMan sole control and authority over the defense and settlement of the claim; and
- 9.1.4. provide SysMan with all information You have regarding the claim and cooperate with SysMan when SysMan defends or attempts to settle the claim.
- 9.2. If any Licensed Software is, or SysMan believes is likely to become, the subject of a claim which SysMan decides may inhibit your use of the Licensed Software, then SysMan may, at its option, do any of the following:
- 9.2.1. obtain for You (at no cost to You) the right for You to continue using the Licensed Software as permitted by this Agreement;
- 9.2.2. replace or modify the relevant Licensed Software to avoid the infringement problem, as long as there is no material loss of functionality; or
- 9.2.3. if SysMan reasonably concludes that it will not be feasible to do either of the above, terminate your license for the Licensed Software and give You a prorated refund (based on how much of the License Term has elapsed) of the Fees You paid for that license during the applicable 12-month period, as described in clause 5 above.
- 9.3. **Exclusions:** SysMan will have no obligation to defend or indemnify You (notwithstanding the first paragraph of this section) with respect to any claim described herein or any other obligation or liability to You for any actual or alleged infringement related to the Licensed Software or Documentation.

## 10. GENERAL TERMS

- 10.1. **Ownership of IP Rights:** SysMan and its licensors own all Intellectual Property Rights in the Licensed Software, Documentation and anything related thereto. Your only rights in the Licensed Software and Documentation are the rights expressly granted to You in this Agreement. All other rights are reserved by SysMan. SysMan's licensors (if any) are third-party beneficiaries of, and thus may enforce against You, the license restrictions and confidentiality obligations in this Agreement with respect to their intellectual property and proprietary information. SysMan may freely use and disseminate any Feedback You provide and You agree not to claim that SysMan owes You any compensation for its use or dissemination of such Feedback.
- 10.2. **Audit and Compliance:** SysMan may audit (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) your use of the Licensed Software and Documentation to verify Your compliance with this Agreement. You agree to give SysMan (or the auditing firm) reasonable access to your facilities and records for purposes of conducting these audits. SysMan will give You at least five days advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year, unless SysMan has a good-faith basis for believing that more frequent audits are warranted. SysMan will bear all the costs it incurs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that You have failed to comply with this Agreement, in which case You agree to reimburse SysMan for these costs.
- 10.3. **Limitation of Liability:** SysMan's total, cumulative liability to You is limited to the amount of Fees You paid for the applicable Licensed Software, or service (regardless of the nature of the liability or the nature or number of claims giving rise to the liability) during the last 12-month period. SysMan will not, under any circumstances or any theory of liability, be liable to You for any lost profits, lost business, loss of data, loss of property, or any consequential,

incidental, or special damages or costs arising from this Agreement or the products and services provided to You under this Agreement. The limitations of liability in this section are a fundamental part of this Agreement and enable SysMan to provide the Licensed Software products and services to You at lower prices. These limitations of liability are intended to apply even if an exclusive remedy is found to have failed of its essential purpose.

- 10.4. **Disclaimer:** SysMan provides no warranty for the Licensed Software or any products (including third party hardware) and/or services provided hereunder and/or part of a Purchase Agreement. All Licensed Software, hardware and Documentation are provided "AS IS". SysMan disclaims all other warranties (express, implied, or statutory), including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement and any warranties arising from a course of dealing or usage of trade.
- 10.5. **Returns:** Returns of third party products and hardware shall always be subject to the applicable third party returns policies, terms and conditions. Products You purchase through our authorized retail partners must be returned in accordance with their respective return policies. Only defective products purchased directly from Sysman may be returned to Sysman, so long as this is notified to and accepted by Sysman in advance, and provided the products are in their original condition and packaging and you enclose the original packaging slip and all products, cords, cables, parts and documentation that were included with the original package. Refunds, if any, will be applied to the original purchase method. For the avoidance of doubt, Sysman's obligations in connection with any returns shall at no time extend beyond the obligations and warranties provided by the third party manufacturer of the product in question.
- 10.6. **Governing Law; Jurisdiction:** This Agreement is governed by the laws of Norway, without regard to conflicts of laws principles. The courts located in Bergen, Norway shall have exclusive jurisdiction over any disputes arising from or relating to this Agreement, and each party consents to such jurisdiction and venue.
- 10.7. **Notices:** Any notice, approval, consent, or other communication intended to have legal effect under this Agreement must be given to the other party in writing, must be sent by e-mail (signed and scanned in pdf), first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused. A copy of any communication sent to SysMan must also be sent to the attention of the CEO.
- 10.8. **Waivers:** Either party's failure to enforce any provision of this Agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.
- 10.9. **Independent Contractors:** The parties to this Agreement are independent contractors. Neither party is the agent or partner of the other party, or has any power or authority to act on behalf of the other party
- 10.10. **Severability:** If any provision in this Agreement is found to be invalid or unenforceable as written, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision is to be construed (and, if necessary, modified) so that it is valid and enforceable to the greatest extent possible.
- 10.11. **Legal Fees:** The prevailing party in any action to enforce this Agreement will be entitled to recover costs and expenses including reasonable legal fees.
- 10.12. **Remedies:** Except where this Agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore SysMan will be entitled to injunctive relief if You materially breach the license restrictions or confidentiality provisions in this Agreement.
- 10.13. **Force Majeure:** Each party will be excused from performance of its obligations under this Agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other force majeure event or circumstance beyond that party's reasonable control.
- 10.14. **Construction:** Section headings in this Agreement are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this Agreement.
- 10.15. **Press Release and marketing:** SysMan may prepare and publish a press release concerning this Agreement and use the name and logo of the End-User in and in connection with marketing and marketing materials.
- 10.16. **Entire Agreement:** This Agreement and any applicable attachments and Purchasing Agreements are the entire Agreement between the parties concerning its subject matter, and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). However, any confidentiality or non-disclosure agreements that SysMan previously entered into with You will remain in effect (according to their terms) with respect to the confidential information disclosed thereunder.
- 10.17. **Amendments:** This Agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this Agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document You may submit to SysMan will be binding on SysMan or have any legal effect.