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iv. Notwithstanding item iii. above, Highsoft shall have sole control of the defense and any related settlement negotiations in the case of legal proceedings; and

v. Licensee timely provides Highsoft with all necessary assistance, information and authority to perform the above.

If Licensed Software is held by a final court ruling to be infringing any Third Party copyright Highsoft will at its option: (i) obtain the right for Licensee to continue to use such Software consistent with this Agreement; (ii) modify such Software so that it is non-infringing; or solely in the event that (i) and (ii) are not feasible, (iii) refund any and all invoiced amounts to Licensee and all of Highsoft's obligations under this Agreement shall terminate upon written notice.

Notwithstanding the foregoing, Highsoft's indemnity obligations under this section 9 shall under any circumstances be limited to the total amount invoiced to Licensee by Highsoft under this Agreement during the last twelve (12) months prior to the day when Licensee provided notice to Highsoft of claim subject to this section 9.

10.   Confidentiality

For the purpose of this section each Party shall be called Disclosing Party and Receiving Party respectively.

Each Party acknowledges that Confidential Information is proprietary, that it is valuable to Disclosing Party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to Disclosing Party.

Obligations of Receiving Party in regard to Confidential Information:

Highsoft Standard License Agreement 14.0

i.   In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto,

ii.   To use Confidential Information for the sole purpose of fulfilling this Agreement, or for the purpose of enhancing or improving the services provided under Highcharts Advantage or the general customer experience when doing business with Highsoft and/or Highsoft's trusted partners, unless otherwise expressly agreed to in writing by Parties,

iii. Not to duplicate, in whole or in part, any Confidential Information,

iv.   Subject to the next paragraph, not to disclose Confidential Information to Third Parties except on a need-to-know basis, and each such entity or individual person Receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement,

Information stated in the License Statement provided by Highsoft to Licensee may be shared with Highsoft's officers, employees, Affiliates and trusted partners, provided that Highsoft holds an agreement with such entity or individual person committing them to same level of confidentiality as the Parties have agreed to in this Agreement.

This confidentiality section 10 shall survive any termination of the Agreement however occasioned.

11.   Term and Termination

This Agreement shall stay in force for twelve (12) months from Delivery Date and thereafter for as long as Licensee is actively enrolled in the Highcharts Advantage plan pursuant to sections 3.6 and 4.

Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party. Upon Highsoft's termination for material breach by Licensee, Licensee shall immediately cease use and distribution of Licensed Software.

The termination or expiration of this Agreement shall not impair any license-, sublicense- or maintenance obligations already granted or undertaken by Licensee towards Third Party regarding Licensed Software lawfully incorporated into Licensee Product pursuant to OEM License under this Agreement. In such case, upon termination or expiration of this Agreement, Licensee may continue to exercise the rights granted hereunder to the extent necessary to fulfill such already existing contractual obligations that Licensee has towards such Third Party. For the avoidance of doubt, this extended right to exercise rights under the Agreement, when Licensed Software lawfully has been incorporated into Licensee Product pursuant to OEM License under this Agreement, shall not apply where Licensed Software has been incorporated into a SaaS Application or Web Application, in which case usage rights and other rights under the Agreement – and Licensee's right to offer such SaaS Application(s) and/or Web Application(s) with Licensed Software included – shall expire according to the standard provisions set out in the next paragraph below.

On termination or expiration of this Agreement, Licensee shall immediately cease all use and distribution of Licensed Software, except for Releases to which Licensee has gained perpetual rights pursuant to sections

3.2, 3.3, 3.4 and/or 3.5. Further each Party shall remove, delete or otherwise destroy any of other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information cf. section 10, except for information required to support any license, sublicense or maintenance obligations already granted or undertaken by Licensee towards any Third Party as described in the preceding paragraph. A written confirmation that such deletion has been completed shall be sent to the other Party without undue delay.

12.   Non-assignment

Licensee may not assign or transfer all, or any part of its rights under this Agreement without Highsoft's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to its Affiliate(s), or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In such case, Licensee shall notify Highsoft in writing without undue delay, and unless otherwise agreed upon in writing, this Agreement shall bind, and inure to the benefit of Parties, their respective successors, and permitted assigns.

13.   Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of Norway.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, Parties shall seek to solve amicably through negotiations. If the Parties do not reach an amicable solution within two (2) weeks, any dispute, controversy or claim shall be finally settled by the regular courts of Norway. Both Parties hereby agree to and accept Sogn and Fjordane District Court (Sogn og Fjordane tingrett) as exclusive legal venue.

14.   Processing of Personal Data

To the extent any purchase under the Agreement involves processing by Highsoft of personal data about the Licensee or Licensee's customers or personnel, Highsoft shall be acting as a data controller. By law, Highsoft is required to provide the data subject with information about Highsoft and why and how Highsoft uses personal data, and about the data subject's rights in regard to such data. These matters are duly treated in Highsoft´s privacy policy, available at Highsoft Website.

The Licensee hereby undertakes to provide any personnel which is or might be affected by the collecting of personal data under this Agreement with due information about Highsoft's privacy policy.

15.   Miscellaneous

15.1 Survival

On termination or expiration of this Agreement, for whatever reason, sections 2, 8, 9, 10 and 13 shall survive.

15.2 Relationship Between Parties

Parties are independent contractors, and this Agreement shall not constitute or be construed as constituting either Party as partner, joint venture, agency or fiduciary of the other, as creating any other form of legal association that would impose liability on one Party for the act, or failure to act, of the other Party, or as providing either Party with the right, power, or authority (express, or implied) to create any duty or obligation of the other Party. Neither Party shall directly or indirectly represent to the public that it has the right or the authority to create or accept obligations on behalf of the other Party. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it under this Agreement.

15.3 Audit

During the term of this Agreement and for a period of five (5) years thereafter, Highsoft shall have the right to review, audit and inspect Licensee's use of the Licensed Software in order to verify that Licensee complies with the grants and limitations set out in section 3 (including subsections). Such audit shall only be conducted under non-disclosure obligations, upon reasonable notice, which shall be no shorter than ten (10) calendar days and shall take place during Licensee regular business hours with minimal disruption to Licensee's ongoing operations. If the audit shows no discrepancies or unauthorized use of Highsoft's Software, Highsoft shall carry all of its costs associated with the audit.

15.4 Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

15.5 Waiver

The waiver by either Highsoft, or Licensee of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Highsoft's intellectual proprietary rights in Licensed Software, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action has occurred.

15.6 Entire Agreement

This Agreement is the entire agreement between Highsoft and Licensee relating to this relationship and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that relationship.

15.7   Battle of Forms

Licensee's purchase of License shall be solely governed by the terms and conditions of this Agreement. Any terms or conditions introduced by Licensee either directly, indirectly by way of reference or otherwise are hereby explicitly rejected and shall not apply.

Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of this Agreement, including but not limited to any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of Highsoft, or by or on behalf of Licensee at the request of Highsoft, shall be void, and of no force or effect to the extent such are in breach of or contradiction with this Agreement.

15.8   Amendments

No amendment to, or modification of this Agreement shall be binding unless made in writing and signed by Parties.

15.9   License Statement and Changes to the License

Highsoft shall confirm Licensee's purchase of License by issuing a License Statement, which is an automatically generated document summarizing the agreed details of the License granted by Highsoft to Licensee.

The License Statement shall expressly state:

i.   The License owner

ii.   Licensee's point of contact (email address) to whom notices under this Agreement shall be sent

iii. The chosen License type(s)

iv.   The Software included in the License

v.   The License identification number

vi.   The period for Licensee's enrollment in Highcharts Advantage, including any extensions

vii. The number of authorized Developers

viii. The Licensee Product(s), into which Licensed Software may be incorporated pursuant to an OEM License, if applicable,

ix.   The number of Customer Installations (with or without Developer Rights) Licensee shall be authorized to perform under an OEM License, if applicable

x.   The SaaS Application(s) and/or Web Application(s), into which Licensed Software may be incorporated pursuant to a SaaS License or a SaaS+ License, as applicable

xi.   The specific Licensee's Affiliates to which the License shall be extended, or, that the License shall extend to an unlimited number of Affiliates, if applicable.

In the event Licensee wants to make any changes to the License, such as renewal of Highcharts Advantage, or renaming of Licensee Product(s), SaaS Application(s) or Web Applications, or if Licensee wants to expand

the scope of the License for example by adding new Licensee Products, SaaS Applications, Web Applications, Developer seats or Customer Installations (with or without Developer Rights), Licensee shall notify Highsoft in writing. Such changes may require a new License or changes to the existing License, depending on the changes requested by Licensee. If Licensee and Highsoft agrees in writing on any changes to the License and the payable fees, Highsoft shall update the License Statement accordingly and issue to Licensee the updated version without undue delay.

15.10 Notices

All notices to be given under this Agreement to Highsoft shall be sent either by email to sales@highsoft.com or as a hardcopy to the following address: Highsoft AS, Sentrumsgata 44, 6893 Vik i Sogn, Norway.

Information from Highsoft to Licensee shall be sent by email to the email address Licensee has provided upon purchase. It is Licensee' responsibility to ensure that the e-mail address is correct. Highsoft does not take responsibility for lost communication.

All notices, demands or other communication given by a Party to the other shall be deemed to have been duly given when made in writing and sent to the registered e-mail address or when a hardcopy is received by Highsoft at the stated address.