



Terms and Conditions version 1.6

for Subscription to Annual License to Highsoft Software

These Terms and Conditions (or “**T&Cs**”) shall apply to Licensee’s Annual License to, and use of, Software owned and delivered by Highsoft AS, the company behind Highcharts, irrespective of which license type is subscribed to.

By installing or using the Software or any part thereof, Licensee agrees to be bound by these Terms and Conditions, also referred to as the “**Agreement**”. These Terms and Conditions do not apply if Licensee is using the Software for a non-commercial purpose only, authorized by Highsoft. Non-commercial use is governed by separate terms and conditions.

1. Definitions

Affiliate shall mean any entity that directly, or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, “control” means direct, or indirect ownership or control of, more than 50% of the voting interests of the subject;

Annual License shall mean the time-limited right to use the Licensed Software granted to Licensee under these T&Cs, in the form of a yearly subscription (subject to renewal) to either an Internal License, a SaaS License or a SaaS+ License. Upon entering into an Annual License, Licensee must choose license type. The sets of usage rights granted by Highsoft under each license type, are defined in section 4 of these T&Cs;

Annual License Fee shall mean the fee payable by Licensee to Highsoft for the time-limited right to use the Licensed Software and receive the services provided under Highcharts Advantage, for the Initial Period of twelve (12) months, as defined in section 6;

Confidential Information shall mean any and all written, verbal, or demonstrated information of proprietary and/or confidential nature provided by one Party to the other in connection with the purchase and use of an Annual License. Confidential information shall include, without limitation, information relating to technologies, finances and legal affairs which relate in any manner to a Party’s actual, or anticipated business whether

obtained in tangible or intangible form, including oral or visual. Confidential Information shall not include A) Licensee's name, logo, the existence of a contractual relationship between the Parties and the product licensed under the Annual License, or B) information that (i) is generally known to the public at the time of disclosure; (ii) is lawfully received or obtained by the receiving Party from a Third Party who has rightful possession of Confidential Information; (iii) becomes generally known to the public after the time of disclosure, but not as a result of disclosure by the receiving Party, or (iv) is already in the possession of the receiving Party prior to the Delivery Date;

Delivery Date shall mean the date Licensee is invoiced by Highsoft for the applicable Licensed Software and services;

Developer shall mean any unnamed person, whether an employee or subcontractor of Licensee, who will be simultaneously working with the API and/or source code of the Licensed Software. The number of Developers authorized to simultaneously work with the Licensed Software is defined in the License Statement;

Highcharts Advantage shall mean the maintenance and support services offered by Highsoft, as defined in section 5 below;

Highsoft shall mean Highsoft AS, the company behind Highcharts, a Norwegian corporation with organization no. 996 840 506;

Highsoft Website shall mean www.highcharts.com, including subdomains;

Initial Term shall mean the initial twelve (12) months of the subscription to an Annual License, commencing on Delivery Date;

Internal Application shall mean software solutions or applications which fully or partly include Licensed Software and which are used solely for internal purposes by Licensee's employees and/or contractors inside the firewall of Licensee's network. Internal Application(s) shall not be used for external purposes and shall under no circumstance be used by or with Licensee's customers;

Internal License shall mean the license type offered by Highsoft granting Licensee the right to use the Licensed Software as such on websites and Internal Applications as further described in section 4.2.

Licensed Software shall mean the Software licensed to Licensee through the Annual License pursuant to these T&Cs, as chosen by Licensee upon purchase and confirmed in the License Statement. For the purpose of the Annual License and these T&Cs, Licensed Software shall not include Official Integrations and Add-ons nor Optional Dependencies;

Licensee shall mean the legal entity to which Annual License has been granted, as expressly stated in the License Statement;

License Statement shall mean the document issued by Highsoft and sent to Licensee following Licensee's purchase of an Annual License, as a link along with the confirmation of the purchase of the Annual License;

which expressly identifies the details of the granted Annual License, including but not limited to the Licensed Software, the number of authorized Developers, the Annual License ID-number, the expressed name of the applicable Web Applications/SaaS Applications and other information listed in section 15.9 below. In the case of any subsequent changes to the Annual License in accordance with section 15.9, the License Statement will be adjusted accordingly;

Official Integrations and Add-ons shall mean integrations, wrappers, add-ons, plug-ins and software framework which are made available and supported by Highsoft as an additional free-of-charge service not to be deemed part of the Licensed Software, for the purpose of enhancing the use of the Software and making integration and programming easier, for instance by adding customized features or by simplifying the development environment. Such Official Integrations and Add-ons may include opens source software and are made available “as-is” free-of-charge under the MIT-license or other open-source licenses, as applicable. Information about Official Integrations and Add-ons is available on the Highsoft Website;

Optional Dependencies shall mean optional extensions and features to the Software products which are made available and supported by Highsoft as an additional free-of-charge service not to be deemed part of the Licensed Software and which depend in whole or partly on external libraries. Such Optional Dependencies may include open-source software and are made available “as-is” free-of-charge under the MIT-license or other open-source licenses. Information about Optional Dependencies is available on the Highsoft Website;

Party shall mean a party to the agreement concerning Licensee’s purchase of an Annual License governed by these T&Cs;

Release shall mean, with respect to any Licensed Software, any release of minor or substantial updates, news and improvements to Licensed Software, which may include bug fixes, redesign, and refactoring of the API. Such improvements may typically include modifications to the Software which increase the efficiency, ease of use and/or add additional capabilities or functionality;

Renewal Fee shall mean the fee payable by Licensee for the renewal of the Annual License, as set out in section 6;

Renewal Term shall mean any subsequent term of twelve (12) months following the Initial Term or a prior Renewal Term;

SaaS Application shall mean a software solution or application offered by Licensee as a service (i.e. not a product) into which Licensed Software may be incorporated fully or in part under a purchased SaaS or SaaS+ license pursuant to sections 4.2 or 4.3, and which is made available by Licensee to any number of Third Parties from a server outside such Third Parties’ premises which is owned or controlled by Licensee, and which can be distributed as a web application, desktop application or mobile application, and which may come in various versions for different platforms (such as e.g. iOS and Android versions of a mobile application), provided that such software product, solution or application has been approved by Highsoft as a SaaS Application by express identification as such in the License Statement;

SaaS License shall mean the license type offered by Highsoft granting Licensee the right to use the Licensed Software in one (1) SaaS Application or one (1) Web Application, as further described in section 4.3;

SaaS+ License shall mean the license type offered by Highsoft granting Licensee the right to use the Licensed Software in up to five (5) SaaS Applications and/or Web Applications (total number of applications not to exceed five), as further described in section 4.4;

Software shall mean any and all proprietary software products owned by Highsoft which may be licensed under these T&C's, including without limitation, Highcharts Core, Highcharts Stock, Highcharts Maps, Highcharts Gantt and Highcharts Dashboards. For the purpose of this Agreement, Software shall not include Official Integrations, and Add-ons or Optional Dependencies;

Terms and Conditions (or "**T&Cs**") shall mean this document and the License Statement;

Third Party shall mean any other entity than the Parties, including but not limited to Licensee's customers;

Web Application shall mean a software solution or application running on web server(s) owned, controlled or hosted by Licensee into which Licensed Software may be incorporated fully or in part under a purchased SaaS or SaaS+ License pursuant to sections 4.2 or 4.3, which is made available by Licensee to a Third Party, and which can be distributed as web application, desktop application or mobile application, and which may come in various versions for different platforms (such as e.g. iOS and Android versions of a mobile application);

2. Ownership and Copyright

All Software is the property of Highsoft and is protected by copyright law as well as other statutory and non-statutory intellectual property law. Highsoft product names and trade names are owned by Highsoft and protected under trademark law, both as registered trademarks and through use.

All title and copyrights in and to Software, trademarks and accompanying materials and rights are and shall remain owned fully and solely by Highsoft, and nothing herein shall involve or imply any transfer of such ownership.

Under these Terms and Conditions, Software is licensed, not sold.

Highsoft reserves all rights not expressly granted to Licensee under these Terms and Conditions. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that: (i) except as specifically set forth herein, Highsoft retains all right, title and interest in and to Software, and Licensee does not acquire any right, title or interest to Software except as set forth herein; (ii) any configuration or deployment of Software shall not affect or diminish Highsoft's rights, title or interest in and to Software. Neither the Annual License nor these T&Cs shall limit in any way Highsoft's right to develop, use, license, create derivative works of, or otherwise exploit Software, or to permit Third Parties to do so.

Highsoft acknowledges and agrees that (i) Licensee retains all rights, title and interest in and to any Licensee-owned SaaS Application or Web Application, and Highsoft does not acquire any right, title, or interest in or to

such application; and (ii) any integration of Licensed Software with a Licensee owned SaaS Application or Web Application shall not affect or diminish Licensee's rights, title, and interest in and to such application.

3. Grant of License and Limitations

3.1 Scope of the Annual License

Subject to these Terms and Conditions, and upon Licensee's full payment of the applicable fees, Highsoft grants Licensee the right to use the Licensed Software strictly within the scope of the granted License type, and to receive services and Releases included in Highcharts Advantage as described below.

The Annual License, which shall be registered in Licensee's name, shall commence on Delivery Date and be effective during the Initial Term and any subsequent Renewal Term, unless terminated in accordance with the Terms and Conditions set forth herein.

When ordering an Annual License, Licensee shall choose and state:

- i. The Software products to be included in the Annual License;
- ii. One of the Annual License types described in section 4, and;
- iii. The number of authorized Developers to be included in the Annual License, and;
- iv. Which Web Application(s) and/or SaaS Application(s) the Licensed Software will be used in, if subscribing to a SaaS License or a SaaS+ License as further described in sections 4.2 and 4.3 and the name of such Web Application(s) or SaaS Application(s).

The information listed in i)-iv) shall be stated in the License Statement.

All Optional Dependencies and Official Integrations and Add-ons are made available by Highsoft as an additional free-of-charge service, irrespective of the chosen Software product and license type and shall not be deemed part of the Licensed Software.

Each license type grants Licensee a specific set of usage rights to Licensed Software, as described respectively in section 4.1 to 4.3 below. The offered license types described in sections 4.1 (Internal License), 4.2 (SaaS License) and 4.3 (SaaS+ License) are complementary in the sense that SaaS License and SaaS+ License each includes a gradual broadening of scope and extension of usage rights, compared to the Internal License, e.g. the SaaS License consumes and includes more extensive rights than the Internal License, so does the SaaS+ License with respect to the SaaS License.

Depending on the purchased Annual License type, sections 4.1, 4.2 or 4.3 below shall apply. Section 3 and 5 shall apply to all license types and hence regardless of the chosen license type. The license type chosen by Licensee shall be stated in the License Statement.

Upon request, Highsoft may provide advice on which license type will be suitable for Licensee as this will mainly depend on Licensee's use case. In such case, Highsoft will use its best effort to suggest a suitable license type based on the information provided by Licensee. Licensee shall bear the risk for the correctness and completeness of the information provided, and Highsoft provides no guarantees, express or implied, as

to the suitability of the chosen license type and hereby disclaims any and all liability related to the choice made by Licensee.

3.2 General Limitations

3.2.1 Number of Developers

An Annual License granted by Highsoft under this Agreement comes with a defined (limited) number of authorized Developers. Licensee acknowledges, accepts, and undertakes to ensure that the actual number of Developers at any given time, whether an employee or subcontractor of Licensee, shall not exceed the total number of Developers stated in License Statement. Any breach of this restriction shall be considered a material breach of these Terms and Conditions.

3.2.2 No usage by Affiliates

The Annual License is granted by Highsoft to Licensee only and does not extend to Licensee's Affiliates or any other Third Parties, unless the License Statement explicitly states that the License shall extend also to Licensee Affiliates. In such case, the License shall extend to such Licensee Affiliates as specified in the License Statement (but not to other Third Parties), and such Affiliates shall be legally bound by the terms and conditions set forth herein in the same way as Licensee.

3.2.3 Access to new Releases

The Annual License includes the Highcharts Advantage services provided by Highsoft as defined in section 5 below. Irrespective of the chosen license type, the Annual License shall be annual, subject to renewal, as set out in section 6.

Subject to the restrictions and limitations applicable to the purchased license type, a valid subscription to an Annual License grants Licensee the right to use the applicable Releases of the Licensed Software which are released during the subscription to the Annual License.

3.2.4 Access to Source Code

Licensee may download Licensed Software source code from the Highsoft Website, and may make own edits, and keep its own repositories with the modified source code.

Licensee shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in Software found in the license-header of the code files.

3.2.5 No usage of Software in competing products

Licensee undertakes not to use Software as part of any offerings comprising functionality that is substantially similar to that of Software, during the term of the Agreement, and for a period of three (3) years after its termination, however occasioned. Nothing in these T&Cs shall, however, be construed to preclude Licensee from using, marketing, licensing and/or selling software which is developed by Licensee on a fully independent basis, even if such software has the same or similar functionality as Software, provided always that the

independent development can be clearly documented and that such activities do not infringe or jeopardize Highsoft's intellectual property rights or are in breach of other related statutory or non-statutory rules of law.

3.3 Identification of SaaS Applications and Web Applications

Licensed Software may only be incorporated into such SaaS Applications or Web Applications as expressly identified and approved by Highsoft in the License Statement, and the names of such applications shall be provided by Licensee upon entering into this Agreement, in accordance with section 3.1. The Parties may agree in writing that the names of the SaaS Applications or Web Applications (as applicable) shall be provided by Licensee to Highsoft after the Delivery Date, i.e. if the applications are still unnamed at the time of entering into this Agreement. In such case, the number of SaaS Applications or Web Applications (as applicable) shall be listed in the License Statement, and the names of the SaaS Applications or Web Applications (as applicable) shall be provided by Licensee to Highsoft after the Delivery Date, upon which the License Statement will be updated. Licensee is not authorized to use Licensed Software in any SaaS Applications or Web Applications not identified in the License Statement, i.e. after notice has been provided to Highsoft in accordance with this paragraph.

3.4 Special terms for Highcharts Dashboards

The following terms and conditions shall be applicable insofar as the Licensed Software includes Highcharts Dashboards, in addition to the terms otherwise set out herein these T&Cs.

An Annual License to use Highcharts Dashboards enables Licensee to:

- i. use the standard components included in the library provided by Highsoft through Highcharts Dashboards; and,
- ii. make custom components or add Third Party components to dashboards created using Highcharts Dashboards.

For the avoidance of doubt, any warranties and indemnifications provided by Highsoft in section 9 and 11 of these T&Cs shall solely apply to the Highcharts Dashboards library as such and the standard components provided therein by Highsoft. Licensee shall indemnify and hold Highsoft harmless from and against any and all losses, claims and damages related to customized components or Third-Party components developed or used by Licensee in relation to Highcharts Dashboards.

Highcharts Dashboards allows Developers to facilitate the modification of dashboards by other users, including Licensee employees, contractors, or Licensee's customers and end users, through the "Edit Mode". The utilization of "Edit Mode" by these users to modify dashboards does not automatically classify them as Developers under these T&Cs, nor does it contribute to the total count of allowed Developers under the Annual License. However, these users must be restricted from working with or accessing the API or source code of the Licensed Software.

The restrictions of usage rights under an Internal License allowing only the generation of static content, cf. section 4.1 below, shall not prevent Licensee from allowing its users to access and use the "Editor Mode" to

modify, add, remove, move, or resize components in dashboards created by Licensee provided that the parameters of interaction with and modification of such components remain the same for all such internal users, and that they are prevented from working with or accessing the API or source code of the Licensed Software.

4. License types and usage rights included

4.1 Internal License

Through an Internal License, Highsoft grants Licensee a non-exclusive, time-limited, non-sublicensable, worldwide right to install, reproduce, use and further develop Licensed Software as such;

- i. on any number of public or private websites (including subdomains and intranet sites) for generation of static content, and
- ii. on any Internal Applications.

An Internal License authorizes Licensee to use the Licensed Software for internal purposes only and extends to Licensee's employees and contractors, but not to its clients, customers or other Third Parties. The Internal License does not include any right for Licensee to use the Licensed Software in a SaaS Application or a Web Application.

The restriction of usage rights granted under an Internal License for allowing the generation of "static content only", means that the data set(s) in the content provided by Licensee on websites must be the same (identical) for all users, and that such websites shall not generate individually tailored content adapted to any user's personal or individual data. For the avoidance of doubt, this shall not prevent the use of Licensed Software under an Internal License to create interactive content, provided that the parameters for the interaction with the content remain the same for all users.

4.2 SaaS License

Through a SaaS License, Highsoft grants Licensee such rights that are covered by an Internal License with the addition of a non-exclusive, time-limited, non-reusable, worldwide right to install, reproduce, use and further develop Licensed Software as an integral part of either:

- i. one (1) SaaS Application, or;
- ii. one (1) Web Application.

Licensed Software may only be incorporated into a SaaS Application or a Web Application explicitly identified and approved by Highsoft in the License Statement. Licensee is permitted to modify and enhance the designated SaaS Application or Web Application. However, due to the non-reusable nature of the SaaS License, Licensee is prohibited from substituting the existing SaaS Application or Web Application with a different one under the same Annual License. In such instances, a new license must be acquired.

Subscription to a SaaS License does not authorize Licensee to distribute Licensed Software as an integral part of a Licensee's own product through installation of such product on a server owned or operated by a

Licensee customer. Nor does it authorize Licensee to use Licensed Software in a SaaS Application or Web Application which is hosted in any part by Licensee's customer. Any such use of the Licensed Software by a Licensee who is only subscribing to a SaaS License shall therefore be deemed unauthorized and invalid and shall be considered a material breach of the Annual License and these T&Cs.

Except for the authorized use of the Licensed Software in either one (1) SaaS Application or one (1) Web Application as set out herein and specified in the License Statement, Licensees only subscribing to a SaaS License are under no circumstances authorized to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense any Licensed Software, in itself or together with other software, or in any other way make Licensed Software available to any Third Party. Any attempt to do so shall be considered a material breach of the Annual License and these T&Cs.

4.3 SaaS+ License

Through a SaaS+ License, Highsoft grants Licensee such rights that are covered by an Internal License with the addition of a non-exclusive, time-limited, non-reusable, worldwide right to install, reproduce, use and further develop Licensed Software in either:

- i. Up to five (5) independent SaaS Applications, or;
- ii. Up to five (5) independent Web Applications, or;
- iii. Up to five (5) independent SaaS Applications and Web Applications as long as the total number of applications does not exceed five (5).

Subscription to a SaaS+ License does not authorize Licensee to distribute Licensed Software as an integral part of a Licensee's own product through installation of such product on a server owned or operated by a Licensee customer. Nor does it authorize Licensee to use Licensed Software in a SaaS Application or Web Application which is hosted in any part by Licensee's customer. Any such use of the Licensed Software by a Licensee who is solely subscribing to a SaaS+ License shall therefore be deemed unauthorized and invalid and shall be considered a material breach of the Annual License and these T&Cs.

Except for the authorized use of the Licensed Software in accordance with letter a., b. or c. in this section 4.4 and specified in the License Statement, Licensees solely subscribing to a SaaS+ License are under no circumstances authorized to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense any Licensed Software, in itself or together with other software, or in any other way make Licensed Software available to any Third Party. Any attempt to do so shall be considered a material breach of the Annual License and these T&Cs.

5. Highcharts Advantage

Under a valid and effective Annual License, whether in the form a subscription to an Internal License, a SaaS License or a SaaS+ License, Licensee shall be entitled to receive the Highcharts Advantage services, which includes:

- i. Access to all new Releases of the Licensed Software released during the Initial Term and during each subsequent Renewal Term;
- ii. Ten (10) hours of personalized technical support per Developer during the Initial Term and during each subsequent Renewal Term;
- iii. Technical support by e-mail;
- iv. Priority response, no later than 36 hours on Norwegian working days after the request was received;
- v. Access to 2nd line support by core developers;
- vi. Online text chat with 1st line support engineers;
- vii. Investigation of any claimed bug/error/malfunction/nonfunctioning of Licensed Software, and, when possible, suggestions as to corrective- or work-around solutions to the problems;
- viii. Supply of emergency hot fixes to Licensed Software. This will be available as patches to the latest stable source code, and, if applicable, be included in the subsequent Release;
- ix. Any bug and error fixing or fix of malfunctioning of Licensed Software is to be delivered outside the personalized technical support hours.

Highsoft will offer support for all Releases of Licensed Software issued within the Initial Term, or each subsequent Renewal Term (as applicable).

The Highcharts Advantage services does not cover issues arising in connection with implementation of Licensed Software in/to Licensee's own products, solutions and/or applications.

Licensee may purchase the extended version of Advantage, **Highcharts Advantage Plus**, covering guidance on the integration of Licensed Software with Third-Party systems and platforms and other additional services subject to a separate Advantage Plus Fee, all as detailed in the Highcharts Advantage Plus Appendix (attached hereto if applicable).

The Highcharts Advantage services set forth in this section, shall not extend to any Third Parties to which Licensee distributes SaaS Application(s) or Web Application(s), containing Licensed Software or any parts of such. Support to any Licensee customers shall hence be Licensee's own full and sole responsibility. Highsoft may, at its sole discretion, at any time choose to discontinue the supply of new Releases.

6. Term, Renewal and Termination

6.1 Initial Term and Renewal Terms

The Initial Term of the Annual License is twelve (12) months.

Upon expiration of the Initial Term, the Annual License shall, if purchased directly from Highsoft, automatically renew for a subsequent Renewal Term of twelve (12) months ("**Renewal**"), unless either Party have notified the other Party otherwise in writing no less than sixty (60) days prior to expiration of the ongoing term in accordance with section 7. The same shall apply upon expiration of a Renewal Term.

Licensee acknowledges and accepts that these T&Cs may be amended from time to time, to reflect changes in Highsoft's business or license model or to the terms and conditions under which Highsoft is willing to offer

its Software. Upon Renewal of the Annual License, the Annual License shall be governed by the T&Cs applicable at the time of Renewal.

Notwithstanding anything to the contrary in these T&Cs, Annual Licenses purchased from one of Highsoft's authorized resellers shall not automatically renew and shall as such automatically expire without notice upon the end of the Initial Term.

During the term of the Annual License, Licensed Software shall be made available by Highsoft and Licensee shall be authorized to download such Licensed Software from the Highsoft Website.

6.2 Termination

Licensee may terminate the Annual License without cause at any time by providing Highsoft with written notice at least sixty (60) days prior to expiration of the ongoing term (whether it is an Initial Term or Renewal Term). Such termination shall become effective upon expiration of said ongoing term.

Either Party may terminate the Annual License with immediate effect in the event of a material breach of these T&Cs by the other Party.

Upon termination or expiration of the Annual License, Licensee shall immediately cease all use and distribution of Licensed Software. Highsoft will send to Licensee a notice of termination or expiration, as applicable.

7. Annual License Fee, Renewal Fee and Payment Terms

Upon the Delivery Date, Licensee shall pay the applicable Annual License Fee.

Upon expiration of the Initial Term, or any subsequent Renewal Term, as applicable, and the simultaneous commencement of a Renewal Term, Licensee's credit card will be charged the Renewal Fee. The Renewal Fee will be in accordance with Highsoft's then-current list price for such renewal of the Annual License. Upon commencement of a Renewal Term, Highsoft will send to Licensee a confirmation on purchase, along the applicable T&Cs, and the License Statement will be updated accordingly.

Unless full payment of all applicable fees is made by Licensee by credit or Pay Pal card during online purchase, Highsoft shall invoice Licensee and Licensee shall pay all invoices timely, which shall be no later than thirty (30) days from invoice date. In case of payment delay, Highsoft may claim late payment interest at the rate stipulated in applicable law. Payment by cheque is not accepted. In the event of non-payment of any Renewal Fee due to reasons such as an expired credit card or other payment issues, Highsoft may invoice Licensee directly for the fees due, and Licensee shall promptly settle such invoice using an alternative payment method, e.g., (but not limited to) by wire transfer.

Licensee shall be responsible for ensuring that its usage of the Licensed Software is in accordance with the scope of the Annual License granted, as detailed in the License Statement. Licensee hereby accepts and agrees that to the extent Licensee's usage of the Software at any time exceeds the agreed scope of the Annual License, Highsoft may, following notice to Licensee, invoice Licensee for such exceeding use and based on the applicable fees at the time of use, regardless of whether such use may also constitute a breach

of this Agreement giving cause for other remedies, such as termination of the Annual License or this Agreement.

Each Party shall be fully and solely responsible for payment of any bank charges and/or local taxes imposed by the law of that Party's home country related to the purchase of Licensed Software or Renewal, and each Party shall indemnify, defend and hold harmless the other Party from any taxes, claims, costs or other liabilities related to the indemnifying Party's taxes. Invoices from Highsoft will not include taxes, except VAT in the case of Norwegian customers. Licensee may not withhold any part of the invoiced amount as payment of taxes.

The Annual License and accompanying rights including any subsequent Renewals is granted to Licensee on the condition that all the due fees are paid to Highsoft in full and on time. In case of a failure to pay applicable fees on time by an approved Affiliate included in the License (where applicable), Licensee shall be fully, jointly and severally liable for any fees and late payment interest due to Highsoft by that Affiliate.

8. Marketing and descriptions of Licensed Software

Licensee may use Licensee's own descriptions of the functionality provided by Licensed Software for the purposes of marketing Licensee's own products, solutions or applications insofar as the descriptions are not misleading.

Licensee shall not do anything that might misrepresent the ownership of Software. Licensee undertakes not to brand Software as Licensee's own or declare or give the impression that Licensee owns the copyright in Software.

Each Party may use the other Party's name and logos in its marketing, promotion and website, in accordance with good business practice and as is reasonably necessary in order to describe and promote the Software or SaaS Application(s) or Web Application(s), as applicable, including naming Licensee as a reference and showcasing Licensee's publicly available charts which includes Licensed Software for the purposes of promoting or demonstrating the Software.

Licensee agrees that it will conduct its business in a manner that will not injure or jeopardize Highsoft's reputation.

9. Warranties and Representations

9.1 Scope

Highsoft's warranties and representations in this section 9 are limited to Licensed Software provided to Licensee under these T&Cs. The warranties and representations provided herein does not cover and shall under no circumstances be deemed to cover any Official Integrations and Add-ons or Optional Dependencies.

9.2 Highsoft's Warranties and Representations

Highsoft warrants and represents that:

- i. Licensed Software will perform substantially in accordance with Highsoft's written specifications, provided that it has been used in accordance with all documentation and specifications made available on Highsoft's Website, (a) for the duration of the Annual License, or (b) until replaced by a newer Release;
- ii. Highsoft will perform its obligations under the Agreement in accordance with all applicable laws and regulations;
- iii. Highsoft has the full and unconditional ownership of Licensed Software;
- iv. The Annual License does not infringe intellectual property rights of any Third Party;
- v. The Licensed Software does not include any Third-Party software;
- vi. Licensee may make full use of any license lawfully granted to it by Highsoft under these T&C in full knowledge of the above;
- vii. Highsoft has the requisite knowledge, personnel, resources and know-how to fully perform and deliver Licensed Software and associated services as stipulated by these T&Cs in a professional manner;
- viii. Highsoft has not intentionally placed, and will use its best efforts to avoid the placement of, any Harmful Codes into Licensed Software provided under the Annual License. For the purpose of this section 9.2, "Harmful Codes" shall be defined as any program that infects, damages and/or impairs another program or data, disables hardware or software, or permits or assists in the breach of data.

9.3 Licensee's Remedies

In the event of breach, or alleged breach of any of the warranties in section 9.2, Licensee shall promptly notify Highsoft and upon notice from Highsoft delete any alleged infringing Software. Licensee's sole remedy in such an event shall be that Highsoft shall re-supply or correct the Licensed Software so that it operates according to the warranties set out in section 9.2. The warranties shall not apply if Licensee has modified or used Licensed Software improperly or on an operating environment not approved by Highsoft. Improper use and unapproved operating environments shall be as set forth in the documentation made available to Licensee on or prior to Delivery Date.

10. Limitation of Liability

All Software and support services supplied by Highsoft are provided 'as is' and may have errors and omissions. Thus, remedies are only available to Licensee in the event of any breach of the warranties set out in section 9.2, and Highsoft is unable to re-supply and correct the Licensed Software in accordance with section 9.3.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE OR ANY OTHER PARTY, SHALL HIGHSOFT BE LIABLE FOR (i) LOSS OF, OR DAMAGE TO, DATA; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES; OR (iii) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

Incorporation of Licensed Software into a SaaS Application or a Web Application pursuant to subscription to a SaaS License or SaaS+ License shall not in any manner expand Highsoft's liabilities under the Annual License. Thus, Highsoft shall not under any circumstance be neither responsible nor liable for any aspects of

such SaaS Application(s) or Web Application(s), including but not limited to any claims, losses or damages related to its reliability, uptime/downtime, functioning or fitness for purpose. Any obligations, liabilities or warranties undertaken by Licensee towards its customers with respect to such SaaS Application(s) or Web Application(s) shall apply only between mentioned parties, and Licensee hereby undertakes to indemnify and hold Highsoft harmless from and against any and all losses, claims and damages related to the reliability, uptime/downtime, functioning or fitness for purpose of such SaaS Application(s) or Web Application(s).

In all events, Highsoft's liability for damages to Licensee for any cause whatsoever related to the Annual License and these T&Cs, shall be limited to the sum of the Annual License Fee.

11. Intellectual Property Infringement

Highsoft will defend, indemnify and hold Licensee harmless against any claim stating that Licensed Software is violating any Third-Party copyright provided that:

- i. Licensee promptly notifies Highsoft of the claim, such notice to be provided no later than ten (10) business days after receipt of said claim(s);
- ii. A copy of the notice(s) of copyright infringement is promptly sent to Highsoft in accordance with section 15.10;
- iii. Licensee in good faith cooperates with and assists Highsoft in the defense of the claim in question and meets reasonable requests from Highsoft in that respect;
- 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 Licensed Software consistent with the Annual License; (ii) modify such Licensed 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 11 shall under any circumstances be limited to the sum of the Annual License Fee.

12. 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:

- i. In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information as confidential and restricted and to undertake the additional obligations set forth in item ii to iv below with respect thereto;
- ii. To use Confidential Information solely for the purpose of fulfilling its obligations under the Annual License, 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 any Confidential Information or any parts thereof;
- iv. Not to disclose any Confidential Information to Third Parties except on a need-to-know basis, and provided that each receiving entity or person has been priorly notified of and required to declare its abidance to the relevant terms and conditions of these T&Cs.

Notwithstanding item iv above, 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 person committing them to same level of confidentiality as the Parties have agreed to in these T&Cs.

Upon expiration or termination of this Agreement, however occasioned, each Party shall remove, delete or otherwise destroy any other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information, except for information required to support any license, sublicense or maintenance obligations already granted or undertaken by Licensee towards any Third Party, or information required for tax purposes or otherwise required by mandatory law. A written confirmation that such deletion has been completed shall upon request be sent to the other Party without undue delay.

13. Applicable Law and Venue

The Annual License and these T&Cs shall be governed by and construed in accordance with the laws of Norway.

Any dispute, controversy or claim arising out of or relating to the Annual License and these T&Cs, or the breach, termination, or invalidity thereof, should first be addressed amicably through negotiations. If the Parties do not reach an amicable solution, either Party may bring any dispute, controversy or claim to 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, in the first instance.

14. Non-assignment

Licensee may not assign or transfer all, or any part of its rights or obligations under the Agreement without Highsoft's prior written consent. Notwithstanding the foregoing, either Party may assign the Annual License 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, the assigning Party shall notify the other Party in writing without undue delay, and unless otherwise agreed upon in writing, the Agreement shall bind, and inure to the benefit of the Parties, their respective successors, and permitted assigns.

15. Processing of Personal Data

To the extent any purchase under these T&Cs 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 the Highsoft Website.

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

16. Miscellaneous

16.1 Survival

On termination or expiration of the Annual License, for whatever reason, sections 2, 10, 12 and 13 shall survive.

16.2 Relationship Between Parties

The Parties are independent contractors, and the Agreement shall not constitute or be construed as constituting either Party as partner, joint venture, agency or fiduciary of the other Party, 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.

16.3 Audit

During the term of the Annual License and once 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 these T&Cs. 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's regular business hours with minimal disruption to Licensee's ongoing operations. If the audit shows no discrepancies and no unauthorized use of Highsoft's Software, Highsoft shall carry all of its costs associated with the audit.

16.4 Severability

In the event that any provision of these T&Cs is held to be invalid or unenforceable, the remaining provisions of these T&Cs shall remain in full force.

16.5 Waiver

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

16.6 Entire Agreement

These T&Cs 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.

16.7 Battle of Forms

Licensee's purchase of an Annual License shall be governed solely by these T&Cs. Any terms or conditions introduced by Licensee either directly, indirectly by way of reference or otherwise are hereby explicitly rejected and shall not apply.

The Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of the agreement governing the Annual License, 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 either Party, shall be void, and of no force or effect to the extent such are in breach of or contradiction with these T&Cs.

16.8 Amendments

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

16.9 License Statement and changes to the Annual License

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

The License Statement shall expressly state:

- i. The Licensee's business details;
- ii. Licensee's point of contact (email address) to whom notices under this Agreement shall be sent;
- iii. The chosen Annual License type;
- iv. The Licensed Software product(s) included in the Annual License;
- v. The Delivery Date and the commencement of potential Renewal Terms;
- vi. The Annual License identification number;
- vii. The number of authorized Developers;

- viii. 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, if applicable.
- ix. The Specific Affiliate(s) approved by Highsoft to be included as Licensee(s) under the License (where applicable).

In the event Licensee wants to make any changes to the License, such as by adding additional software products to Licensed Software, change the name of Licensee's SaaS Application(s) or Web Application(s) (if applicable), or if Licensee wants to expand the scope of the License for example by adding Developer seats, Licensee shall notify Highsoft in writing and Highsoft shall update the License Statement accordingly. If Licensee wants to make any other changes to the Annual License, Licensee must contact Highsoft, and the Parties shall seek to agree to any such change on a case-by-case basis.

For the avoidance of doubt, all License Statements issued by Highsoft under this Agreement remains valid and binding for Licensee, notwithstanding the absence of explicit mention of all details outlined in items i to viii above.

16.10 Notices

All notices to be given under the Annual License to Highsoft shall be sent either by email to sales@highsoft.com or, if email is not possible, 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 that Licensee has provided upon purchase. It is the sole responsibility of Licensee to maintain an accurate e-mail address in Highsoft's records at all times. Highsoft is not responsible for any 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 the other Party at the stated address.