

## Appendix – Highcharts Advantage Plus

### 1. Enrollment in Highcharts Advantage Plus

Under Section 5.3 of this License Agreement, Licensee may choose to enroll in the extended service program, Highcharts Advantage Plus, as further detailed in this Appendix. Such enrollment becomes active only when confirmed by Highsoft in the License Statement that Highcharts Advantage Plus has been purchased and activated and only as long as all due fees are paid to Highsoft in full and on time. In such case, this Appendix shall apply and supplement the Agreement as an integral part thereof. In the event of any inconsistency or conflict between the provisions of the Agreement and those of this Appendix, the terms and conditions set forth in this Appendix shall take precedence to the extent they set out terms or conditions that are specific to Highcharts Advantage Plus.

Highcharts Advantage Plus *is not included* (for any period) in the purchase of a License or in the enrollment in (regular) Highcharts Advantage but must be purchased as an additional service (subject to additional fees) pursuant to Sections 4 and 6 below.

### 2. Services included in Highcharts Advantage Plus

Under a valid and effective enrollment in Highcharts Advantage Plus, Licensee shall be entitled to receive, the following additional services from Highsoft (the “**Services**”):

- i. **Guidance and advice** on the implementation or integration of Licensed Software into/with any Third-Party systems and/or platforms to the extent such implementation or integration is authorized under the purchased License. Highsoft will hereunder offer advice on best practices, code review and guidance on parts of the third-party code that are directly related to Highsoft’s Software and the integration of such. Highsoft will not offer advice on the Third-Party system or platform as such/in general or perform any coding work itself. Furthermore, Highsoft’s obligation to offer guidance and advice shall be limited to a total number of support hours (“**Included Support Hours**”) calculated as 20 times (x) the number of Developer(s) covered by Licensee’s License(s) per 12 months of valid subscription to Highcharts Advantage Plus (a “Term”). Support Hours shall not carry forward or accumulate from one Term to another.
- ii. **Priority Response:** The Licensee is hereby granted the right to receive a guaranteed response within a period of 17 hours from the moment the request is received by Highsoft on the designated email address as specified in the License Statement. Such response hours to be counted on workdays at suppliers’ place.
- iii. **Video Call Support:** Licensee shall have the option to request support through scheduled video calls, subject to the availability of Highsoft’s support specialists. Video calls shall be scheduled based on mutual agreement between Licensee and Highsoft, within the hours allocated under the Included Support Hours or any additional Support Hours purchased.

Highsoft will make reasonable efforts to assign Licensee's designated support engineer to the call. However, depending on workload and operational demands, Highsoft reserves the right to assign an alternative qualified support engineer to conduct the video call. In such cases, the alternative support engineer shall possess sufficient knowledge of Licensee's account and the relevant Licensed Software to provide effective support. In no event shall the total duration of video calls exceed five (5) hours per calendar month. Any unused video call time within a month shall not carry forward or accumulate to subsequent months.

**Extra support hours:** In the event that the Licensee exhaust the allocated Included Support Hours during a specified Term, additional support hours may be procured in accordance with Section 4 below, subject to a minimum purchase requirement of 5 hours per order. Extra Support Hours acquired through such purchase shall not carry forward or accumulate from one Term to another.

Unless otherwise specified in the order and confirmed in the License Statement, enrollment in Highcharts Advantage Plus is purchased on a subscription basis, for consecutive 12 months periods subject to Auto-Renewal pursuant to sub-section 5.1 (and the possibility to Opt-Out pursuant to sub-section 5.4) of the Agreement. Alternatively, Licensee may choose to enroll in Highcharts Advantage Plus for a Fixed Advantage Plus Period, in which case sub-section 5.2 of the Agreement shall apply accordingly.

Highsoft may at its sole discretion choose to engage a third-party sub-supplier, familiar with Highsoft's Software, to perform the Services included in Highcharts Advantage Plus or any parts thereof.

The Services shall be provided by a designated specialist assigned to Licensee, such assignment to be made at Highsoft's (or its subcontractor's) sole discretion, considering the type(s) of License(s), charting library and/or dashboards purchased by the Licensee.

### 3. Standard of performance

The Services shall be rendered efficiently, effectively and to a high professional standard. The provisions in this Appendix shall not in any way expand or extend Highsoft's warranties, representations, liabilities, or indemnity-obligations under the Agreement.

### 4. Ordering

Orders for Highcharts Advantage Plus can now be placed directly through our shop. Alternatively, orders may still be placed by email to the exclusive email address of the Highsoft Sales representative with whom Licensee has been in communication or [to sales@highsoft.com](mailto:sales@highsoft.com). Following Highsoft's acceptance of such order, the License Statement will be issued/updated accordingly, and a specialist will be assigned to Licensee pursuant to Section 2 above. Please note that specialist assignment involves a manual step. If an order is placed after 3 PM CEST on a Friday, the specialist assignment will be completed on the following Monday during business hours.

If Licensee chooses to purchase Highcharts Advantage Plus at the same time as enrolling in Highcharts Advantage pursuant to the License Agreement Section 5.1 or 5.2, as applicable, the additional purchase of Highcharts Advantage Plus will require manual processing by Highsoft, and the License Statement will not be issued before the completion of such manual processing.

If Licensee is already enrolled in Highcharts Advantage when purchasing Highcharts Advantage Plus, the License Statement will be promptly updated to reflect the addition and sent to the Licensee without undue delay. Please note that specialist assignment involves a manual step. If an order is placed after 3 PM CEST on a Friday, the specialist assignment will be completed on the following Monday during business hours.

The Advantage Plus enrollment (subscription or fixed period, as the case may be) will be active from the day the Licensee receives the corresponding invoice from Highsoft.

If Licensee wishes to purchase additional Advantage Support Hours pursuant to section 2 above, such request must be sent to the Highsoft sales department per email to [sales@highsoft.com](mailto:sales@highsoft.com) or to the exclusive email address of the Highsoft Sales representative with whom Licensee has been in communication, and Highsoft will provide the needed assistance to facilitate the purchase.

## 5. Delivery

The Services shall be delivered as remote support, primarily via email from the appointed specialist identified in the License Statement. If needed due to the current workload or other operational reasons, Highsoft may appoint another specialist to handle any specific Service request from Licensee.

Licensee shall give Highsoft (or sub-supplier, as applicable) all technical and other accesses and offer such assistance as needed to perform the Services. Licensee's failure to provide such access and/or assistance may reduce the quality, effectiveness and/or timeliness of the Services Highsoft disclaims any and all responsibility and liability for any lack of quality, effectiveness or timeliness of Services caused by Licensee's failure to offer such needed access or assistance.

## 6. Payment

In consideration of the additional Services included in Highcharts Advantage Plus, Licensee shall pay a separate Advantage Plus Fee, as specified in Highsoft's invoice. The Licensee may choose to pay the Advantage Plus Fee either up-front, upon purchase, for the whole of the purchased Highcharts Advantage Plus term (i.e., the 12 months Term of the Fixed Advantage Plus Period) or in accordance with the pricing schedule agreed upon in the quote prior to purchase between the parties.

If Licensee has unlimited Developers included in their license, enrollment in Highcharts Advantage Plus is mandatory to accommodate the possible workload. The number of hours will be specified on the License Statement.

Invoices from Highsoft for Services shall be paid within thirty (30) days from the receipt of invoice.