



## **Highsoft Solutions AS**

### **Standard license terms and conditions 2.0**

## 1. Definitions:

**Agreement** shall mean the standard terms and conditions in this document;

**Licensee** shall mean the company / person holding a license and contracting party to this Agreement;

**Confidential Information** shall mean any and all written, verbal or demonstrated information provided by a Disclosing Party in connection with this Agreement.

Confidential information includes, without limitation, information relating to inventions, trade secrets, know-how, methods, processes, creations, conceptions, technologies, algorithms, other intellectual property, products, improvements, product formulae, services, finances, business plans, marketing plans, legal affairs, supplier lists, customers, customer lists and related data, potential customers, business prospects, business opportunities and the like, which relate in any manner to a Party's actual or anticipated business, its affiliates, subsidiaries, or divisions, or to its actual or anticipated areas of research and development;

**Developer** shall mean any person who directly or indirectly further develops the Software for Licensee and or develops an application or user interface interacting with the Software for Licensee;

**Disclosing Party** shall mean a Party that discloses information to a Receiving Party;

**Highsoft Solutions** shall mean Highsoft Solutions AS, a Norwegian corporation, with organization no. 996 840 506;

**License** shall mean the license granted by Highsoft Solutions according to section 3 and section 5;

**License Fee** shall mean the fee payable to Highsoft Solutions for use of the Software in accordance with the License;

**Maintenance & Support Fee** shall mean the fee payable to Highsoft Solutions for optional maintenance and support according to section 8;

**Party** shall mean Licensee or Highsoft Solutions individually;

**Parties** shall mean Licensee and Highsoft Solutions jointly;

**Receiving Party** shall mean a Party that receives information from a Disclosing Party;

**Single Website** shall mean a collection of web pages that all have the same domain name (organizational level) and that serve and are operated by one single entity or Licensee;

**Software** shall mean software products, applications or other software solutions marketed by Highsoft Solutions ;

**Third Party or Third Parties** shall mean any other party than the Parties.

## 2. Copyright

The Software is the property of Highsoft Solutions and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

## 3. Grant of License

i. Subject to this Agreement, Licensee is granted a non-exclusive, non-transferable and perpetual License to install and use The Software.

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iii. Licensee may not transfer, rent, lease, lend, sell, copy, redistribute or sublicense the Software to Third Parties. Any attempt to do so is considered a substantial breach of this Agreement. Any works developed or derived from the Software, to Third Parties as a consultant job or as a SaaS, Intranet or Web Applications are allowed.

iv. Licensee undertakes not to use the Software in any way that would compete with the Software during the term of this Agreement and for a period of three (3) years after termination.

v. Licensee undertakes not to brand the Software as Licensee's own or declare or give the impression that Licensee owns the copyright to the Software. Furthermore, Licensee undertakes not to declare or give the impression that the Software in any way endorses Licensee's own work, and not to use any titles, trademarks, labels, or logos found in the Software in Licensee's own titles, products names, service names, or domain names.

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## 4. Termination

Without prejudice to any other rights Highsoft Solutions may terminate this Agreement if Licensee fails to comply with the terms and conditions of this Agreement. In such event, Licensee must immediately destroy all copies of the Software in Licensee's possession.

## 5. License Types

Licensee may opt between the following types of commercial licenses:

i. Single Website License

A Single Website License allows Licensee to use the Software freely within the frames of one Single Website.

ii. Developer License

A Developer License allows Licensee to have an agreed number of its Developers install, use and further develop the Software solely on Licensee's and Licensee's customers websites, web applications, intranets and SaaS applications only.

## 6. License Fee

Licensee shall pay a separate License Fee for each particular Software comprised by a License. The License Fee shall be calculated based on Highsoft Solutions 's at any given time present price list. Payment method is described on [highcharts.com](http://highcharts.com).

## 7. Delivery

The Software is made available for download via Highsoft Solutions 's website. Delivery date shall be considered to be the payment day.

## 8. Software Maintenance and Support

### 8.1 Free Maintenance and Support Period

During the first twelve (12) months after delivery date, Highsoft Solutions shall free of charge provide Licensee with any new, corrected or enhanced version of the Software. Such enhancement shall include all modifications to the particular Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software.

Highsoft Solutions will upon Licensee's request investigate erroneous behavior of Software, and when possible suggest corrective or work around solutions to the problems. Highsoft Solutions shall commence the work as soon as possible, but not later than one week after such request is received.

Licensee shall also, during the first twelve (12) months after delivery date, free of charge have the right to receive technical support according to the following scheme:

Single Website License: One (1) hour

Developer License: Two (2) hours

Technical support is limited to e-mail support from Highsoft Solutions 's offices during normal business hours (European time), unless the Parties specifically agree otherwise.

Highsoft Solutions will not support versions of Software older than the previous main release. Specific support and extreme bugfixing to Licensee outside the scope defined in this section might be considered by Highsoft Solutions.

## 8.2 Optional Maintenance and Support

After expiration of the above mentioned 12-month period of free maintenance and support, Licensee may with yearly intervals purchase further maintenance and support for the Software covered by the License. The Maintenance Fee shall be based on Highsoft Solutions 's at any given time present price list. If Licensee wishes to receive optional maintenance and support, it shall notify Highsoft Solutions in writing.

Maintenance and Support Fee will be invoiced once per year at least one (1) month prior to the start of each maintenance period. Payment will be due by the start of the new maintenance period.

Highsoft Solutions may at its own discretion at any time choose to discontinue the supply of maintenance and support upon notice to Licensee, and shall in such case refund any then unearned Maintenance Fee(s).

## 9. Limited Warranty

For a period of ninety (90) days following delivery date of the Software (the "Warranty Period"), Highsoft Solutions warrants that the Software will perform substantially in accordance with Highsoft Solutions 's written specifications provided that it has been used with the appropriate and suitable technical equipment. In the event of breach or alleged breach of this warranty, Licensee shall promptly notify Highsoft Solutions and return the Software to Highsoft Solutions at Licensee's own expense. Licensee's sole remedy in such an event shall be that Highsoft Solutions shall correct the Software so that it operates according to the limited warranty. This limited warranty shall not apply to Software that has been modified or used improperly or on an operating environment not approved by Highsoft Solutions.

Licensee's exclusive remedy for any breach of the limited warranty is as set forth above. Licensee is not entitled to any damages, including but not limited to consequential damages, if the Software does not meet the limited warranty.

## 10. Limitation of Liability

Except for the limited warranty of section 9 above, all Software and maintenance and support services are provided 'as is' and may have errors or omissions.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE OR ANY THIRD PARTY, IS HIGHSOFT SOLUTIONS 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.

Highsoft Solutions 's liability for damages to Licensee for any cause whatsoever related to this Agreement, shall be limited to refunding the License Fee paid by Licensee for the Software in question.

## 11. Intellectual Property Infringement

Highsoft Solutions warrants that it has the full and unconditional ownership of the Software. Highsoft Solutions warrants that no part of this Agreement interferes with intellectual property rights of any Third Party and that Licensee may make full use of the License granted to it in full knowledge of the above.

During any term of this Agreement, if any portion of the Software is infringing any Third Party intellectual property rights and Licensee incurs a liability or expense as a result of such holding, then Highsoft Solutions will, notwithstanding clause 10 of this Agreement, cover direct expenses incurred by Licensee and Licensee's further sole remedy shall be, and Highsoft Solutions will at its option: (i) obtain the right for Licensee to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or (iii) refund all money paid by Licensee in the then-current calendar quarter under this Agreement, and all of Licensee's rights and Licenses under this Agreement shall automatically terminate.

## 12. Confidentiality

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

Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by Receiving Party from a Third Party, which Third Party is in rightful possession of Confidential Information, (iii) becomes generally known to the public subsequent to the time of such disclosure, but not as a result of disclosure by Receiving Party, or (iv) prior to signing of this Agreement, is already in the possession of Receiving Party.

### Obligations of Receiving Party in Regards to Confidential Information

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;

To use Confidential Information for the sole purpose of fulfilling this Agreement unless otherwise agreed to in express writing by the Parties.

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

Not to disclose Confidential Information to its members, officers, employees, affiliates, counsel or consultants except on a need-to-know basis and each such person receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement.

Not to disclose Confidential Information to any Third Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party.

This confidentiality clause (clause 11) shall survive any termination of the Agreement however occasioned.

### 13. Relationship Between the Parties

Highsoft Solutions is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.

### 14. 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. Waiver

The waiver by either Highsoft Solutions 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 Solutions' s proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued.

### 16. Licensee Name

Highsoft Solutions is hereby granted the permission to use Licensee name on the customer list on Highsoft Solutions' s website, unless otherwise agreed.

### 17. Applicable Law and Legal 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, the 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 arbitration before the Oslo Chamber of Commerce (OCC) (Oslo Handelskammer) that shall have exclusive jurisdiction over all disputes arising in connection with this Agreement. Arbitration shall be conducted in Oslo, before one arbitrator appointed in accordance with the OCC Rules. All arbitration shall be conducted in English. Judgment upon any arbitral award rendered in any such arbitration is confidential and may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance of award and an order of enforcement, as the case may be.