



STANDARD LICENSE AGREEMENT 3.1

Between

Highsoft AS

And

Licensee

This agreement (hereinafter referred to as "**Agreement**") is made between Highsoft AS (hereinafter referred to as "**Highsoft**") and Licensee (hereinafter referred to as "**Licensee**").

WHEREAS, Highsoft is the owner of software products developed by Torstein Hønsi

WHEREAS, Licensee is a commercial business that wishes to utilize these software products bundled or integrated with their own software products.

NOW THEREFORE, in consideration of the mutual covenants herein, Highsoft and Licensee hereby agree to be legally bound as follows:



1 Definitions

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

Affiliates shall mean any party company that is involved in the process of making the Licensee's product available to end users.

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;

Delivery Date Shall mean the invoice issue date;

Developer shall mean any person who directly or indirectly further develops the Software for Licensee;

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

Highsoft shall mean Highsoft AS, a Norwegian corporation with organization no. 996840506;

Highsoft's Website shall mean www.highcharts.com or www.highsoft.com

License shall mean the license granted by Highsoft according to clause 3 and Clause 5;

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

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

Major Release shall mean substantial news and improvements, possibly redesign and refactoring of the API. Such a release is marked by a new number in the first position of the version number, from example from 2.x to 3.0;

Minor Release shall mean minor news and bug fixes. Such a release is marked by a new number in the second position of the version number, for example from 3.0.x to 3.1.0;

Party shall mean Licensee or Highsoft individually;

Parties shall mean Licensee and Highsoft 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;

Third Party or Third Parties shall mean any other party than the Parties;

Working Days shall mean any day (other than Saturday, Sunday or legal holiday) on which legal business can be conducted.



2 Copyright

The Software is the property of Highsoft 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 perpetual, non-exclusive and non-transferable License to install and utilize the Software, within its geographical marketplace.
- ii. Licensee and its Affiliates may produce copies of the Software necessary for lawful backup and archival purposes. Any copy of the Software made by Licensee or its affiliates in accordance with the License shall contain all the proprietary notices contained in the original copy.
- iii. Licensee and its affiliates 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 may download the source code from GitHub, make own edits and keep its own repositories with the modified source code.
- v. 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.
- vi. Licensee shall include in its documentation that the Software is owned by and licensed through Highsoft. 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.
- vii. Highsoft reserves all rights not expressly granted to Licensee in this Agreement. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that: (i) except as specifically set forth in this Agreement, Highsoft retains all rights, title and interest in and to the Software and Licensee does not acquire any right, title, or interest to the Software except as set forth herein; (ii) any configuration or deployment of the Software shall not affect or diminish Highsoft's rights, title, and interest in and to the Software. Nothing in this Agreement shall limit in any way Highsoft's right to develop, use, license, create derivative works of, or otherwise exploit the Software, or to permit Third Parties to do so.



4 Marketing

Licensee may use Licensee's own descriptions of the functionality provided by the Software for the purposes of marketing Licensee Product(s) insofar the descriptions are not misleading.

Licensee shall not do anything that might misrepresent the ownership of the Software.

5 License Types

Licensee may opt between the following types of commercial licenses:

5.1 Single Website License

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

5.2 5.2. 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.

5.3 5.3 Highslide Commercial License

A Commercial License allows Licensee to use Highslide for one or unlimited number of websites or software products.

6 License Fee

The License Fee shall be calculated based on Highsoft's then current price list.

Highsoft shall invoice Licensee for all payments due and Licensee shall pay all invoices by the agreed payment method. Each Party is responsible to pay any local taxes imposed by law of the Party's home country related to the purchase of ordered Items. Invoices from Highsoft do not include taxes, and a Party cannot withhold any parts of the invoice amounts as payment of taxes.

7 Term and Termination

The term of the License is perpetual.

Without prejudice to any other rights either party may terminate this agreement in the event of a material breach with the terms and conditions of this agreement.

On termination of this agreement each Party must 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. clause 13



8 Delivery

The Software is made available for download via Highsoft's website.

9 Maintenance and Premium Support

During the term of this agreement, Licensee has full access to Highsoft's online support services as set forth on Highsoft's website.

9.1 First twelve months

During the first twelve (12) months after delivery date, Licensee will free of charge receive Maintenance, but may instead at an additional fee opt for Premium Support terms.

i. Contents of Standard Maintenance and Support

During the first twelve (12) months after delivery date, Licensee is allowed to deploy all minor releases of the software. Major releases are not included.

During the term of this agreement, Licensee has full access to Highsoft's online support services as set forth on Highsoft's website.

Licensee shall also free of charge have the right to receive one (1) hour of technical support during the first twelve (12) months after delivery date.

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

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

Highsoft will support the last versions of the Software for one year after release of current version. Highsoft shall however, at all times support versions of the Software that are released within 1 year from purchase

9.2 Premium Support

i. Premium Support Period

During the first twelve (12) months after delivery date, if Licensee has opted for Premium support, Licensee is allowed to deploy any new, corrected or enhanced version of the Software. Such enhancement shall include all minor and major releases.

During the term of this agreement, Licensee has full access to Highsoft's online support services, as set forth on Highsoft's website

Licensee shall also without additional charge have the right to receive ten (10) hours of technical support during the first twelve (12) months after delivery date.



Technical support is limited to e-mail support from Highsoft's offices during normal business hours (European time) and online chat support as specified on Highsoft's website.

Highsoft will on Licensee's request supply emergency hot fixes to the software. This will be available as patches to the latest stable source code, downloadable as commits on GitHub. On the subsequent Maintenance release the hot fix will be applied. Extreme bug fixing will on Highsoft's assessment be supported outside the scope of this agreement.

Highsoft will support the last versions of the Software for one year after release of current version. Highsoft shall however, at all times support versions of the Software that are released within 1 year from purchase

Highsoft will on Licensee's request supply emergency hot fixes to the software. This will be available as patches to the latest stable source code, downloadable as commits on GitHub. On the subsequent software release the hot fix will be applied. Extreme bug fixing will on Highsoft's assessment be supported outside the scope of this agreement.

Highsoft will provide guidance and advice on implementing Highcharts with any third party systems and platforms. This includes tips on best practices, code review and guidance on parts of the code that is directly related to using Highcharts. It does not include general usage of the third party system or platform, or actual coding work

9.3 Optional Support and maintenance

After expiration of the above-mentioned 12-month period of either Premium Support or Standard support, Licensee may with yearly intervals purchase further Premium Support or Maintenance.

The fee shall be based on Highsoft's current price list, unless otherwise specified agreed upon.

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

9.4 Maintenance and support for Highslide Licenses

Maintenance and Support for Highslide Commercial License is free of charge for all subsequent years.

10 Warranty

For a period of ninety (90) days following delivery date of the Software (the "Warranty Period"), Highsoft warrants that the Software will perform substantially in accordance with Highsoft's written specifications provided that it has been used with the appropriate and suitable technical equipment.

Highsoft will perform its obligations hereunder in accordance with all applicable laws and regulations.

In the event of breach or alleged breach of this warranty, Licensee shall promptly notify Highsoft and return the Software to Highsoft at Licensee's own expense. Licensee's sole remedy in such an event shall be that Highsoft shall correct the Software so that it operates according to the warranty. This



warranty shall not apply to Software that has been modified or used improperly or on an operating environment not approved by Highsoft.

Highsoft warrants that it has the full and unconditional ownership of the Software. Highsoft 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.

Highsoft has the requisite knowledge, personnel, resources and know-how to fully perform and deliver the Software and associated services as contemplated by this Agreement in a professional and workman-like manner in accordance with Licensee's requirements and specifications as set forth herein.

Highsoft has not intentionally placed, will use its best efforts to avoid the placement of any harmful code (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) into the Software provided under this Agreement.

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.

11 Limitation of Liability

Except for the warranty of clause 10 above, all Software and maintenance and support services are provided 'as it is' and may have errors or omissions.

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

Either Party's liability for damages to the other Party for any cause whatsoever related to this Agreement, shall be limited to the License Fees paid or due by Licensee for the Software in question.

12 Intellectual Property Infringement

During any term of this Agreement, if any portion of the Software is held by a final court ruling to be infringing any Third Party intellectual property rights and Licensee incurs a liability or expense as a result of such holding, then Highsoft will, notwithstanding clause 11 of this Agreement, cover direct expenses incurred by Licensee and Licensee's further sole remedy shall be, and Highsoft 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 a pro-rata portion of the money paid by Licensee for the infringing Software, where such prorated amount is determined on a straight line



depreciation basis over a three (3) year period, and all of Licensee's rights and Licenses under this Agreement shall automatically terminate.

13 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:

- 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 unless otherwise agreed to in express writing by the Parties.
- iii. Not to duplicate, in whole or in part, any Confidential Information.
- iv. 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.
- v. 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 13) shall survive any termination of the Agreement however occasioned.

14 Relationship Between the Parties

The Parties are independent contractors and this Agreement will not be construed as constituting either Party as partner, joint venture 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 or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other. 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 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.

16 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 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.

17 Non-assignment

Neither Party shall assign or transfer all or any part of its rights under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, Licensee must notify Highsoft in writing and unless otherwise agreed upon, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

18 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.



19 Amendments

No amendment to or modification of this Agreement will be binding unless in writing and signed by the Parties.

