



Terms and Conditions 1.42

for

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The Parties are independent contractors, and the Annual License or these T&Cs 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. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it under this Agreement.

15.3 Audit

During the term of the Annual License and for a period of five (5) years thereafter, Highsoft shall have the right to review, audit and inspect Licensee's use of the Licensed Software in order to verify that Licensee complies with the grants and limitations set out in section 4 (including subsections). Such audit shall only be conducted under non-disclosure obligations, upon reasonable notice, which shall be no shorter than ten (10) calendar days and shall take place during Licensee regular business hours with minimal disruption to Licensee's ongoing operations. If the audit shows no discrepancies or unauthorized use of Highsoft's Software, Highsoft shall carry all of its costs associated with the audit.

15.4 Severability

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

15.5 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 proprietary 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.

15.6 Non-assignment

Licensee may not assign or transfer all, or any part of its rights under the Annual License and these T&Cs 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, Licensee shall notify Highsoft in writing without undue delay, and unless otherwise agreed upon in writing, these T&Cs shall bind, and inure to the benefit of Parties, their respective successors, and permitted assigns.

15.7 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.

15.8 Battle of Forms

Licensee's purchase of an Annual License shall be solely governed 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 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.

15.9 License Statement

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 License granted by Highsoft to Licensee.

The License Statement shall expressly state:

- i. The License owner
- ii. Licensee's point of contact (email address) to whom notices under this Agreement shall be sent
- iii. The chosen License type
- iv. The Licensed Software product(s) included in the License
- v. The term of the License and the expiration date
- vi. The License identification number
- vii. The number for authorized Developers
- viii. The name of Licensee's own Web Applications and/or SaaS Applications in which the Licensed Software will be used, if applicable.

If Licensee wants to change the name of Licensee's SaaS Application(s) or Web Application(s), if Licensee is subscribing to a SaaS License or SaaS+ License, 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.

15.10 Notices

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

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

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

