



End-user License Agreement (EULA)

This document constitutes a legally binding agreement ("Agreement") between you, the end-user ("Licensee"), and Highsoft AS ("Licensor"), governing your use of Highcharts® ("the Software"). By downloading, installing, accessing, referencing via network calls, embedding, cloning, forking, or otherwise using Highsoft's proprietary Software from any source, including Highsoft's official public GitHub repository or Content Delivery Network (CDN), you acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement. If you do not agree to these terms, you must not download, install, or use Highcharts® and must delete all copies in your possession.

This Agreement governs all public, non-commercial, and evaluation use of Highcharts®. If you (or the entity you represent) have executed a separate, paid commercial license agreement, master services agreement, or other valid support agreement with Licensor (a "Commercial Agreement"), the terms of that Commercial Agreement shall take precedence over any conflicting terms in this EULA with respect to the specific software, services, and scope covered by that Commercial Agreement. This EULA will govern all use that falls outside the scope of such a Commercial Agreement (e.g., personal, non-work-related use by an employee of a commercial customer).

Highsoft makes its software and its source code available on public code repositories, such as GitHub ("Repository"), to promote transparency and enable non-commercial testing, evaluation, and community interaction. Use of the Repository is governed by this Agreement, in addition to the terms of service of the platform itself. This Agreement exists to protect Highsoft's intellectual property and ensure the Repository is used for its intended purposes.

Notwithstanding the above, any use of Highsoft's product, Highcharts Grid Lite shall be governed by the special Highcharts Grid Lite EULA solely and not by this Agreement.

1. Grant of limited, revocable license

Subject to the Licensee's continuous compliance with the terms of this Agreement, the Licensor grants the Licensee a personal, non-exclusive, non-transferable, non-sublicensable, limited, and revocable license to use the Software. Under this Agreement, licenses are granted for Personal Use and

Educational Use only (as defined below). This Agreement constitutes a license for non-commercial use only and is not a sale of the software. Although mentioned herein, for the sake of completeness and oversight, no Commercial License is granted hereunder. The Licensor retains all right, title, ownership, and intellectual property rights in and to the Software, its source code, and its accompanying documentation at all times. The specific scope of the license granted is strictly determined by the applicable use tier as defined in the table below. Unauthorized commercial usage will be subject to enforcement actions. No rights are granted by implication, estoppel, or otherwise, except as expressly provided herein.

For the purposes of this Agreement, "Use" is defined broadly to include any interaction with the Software, including but not limited to:

- *Direct Use*: Downloading, installing, or executing the software on a device owned or controlled by the Licensee.
- *Referencing and Embedding*: Including a reference to the Software (e.g., via an HTML <script> tag, CSS @import, or similar technical means) in a website, application, or other digital product, such that the Software is fetched, downloaded, or executed by the devices of third-party end-users visiting or using said product.
- *Causing to be Downloaded*: You acknowledge that by referencing the Software in your website or application, you are causing copies of the Software to be made on the devices of your end-users. For the purposes of this Agreement, such copies are deemed to be "Use" by You, the Licensee, and you assume full responsibility for complying with the applicable License Tier for all such traffic generated by your product.

1.1. License Tiers at a Glance

<i>Feature/Right</i>	Personal Use License	Educational Use License	Commercial License
<i>Cost</i>	Free of charge	Free of charge	Requires paid license
<i>Eligible User</i>	Natural persons for strictly non-professional purposes	Enrolled students and faculty at Qualified Educational Institutions	Any organization or individual for any business-related use
<i>Permitted Output</i>	Non-commercial projects, hobbies, self-learning	Non-commercial coursework and non-funded academic research	Any purpose, including for-profit products, services, and internal operations
<i>Prohibited Activities</i>	Any commercial, professional, or	Commercial research, institutional administrative use, for-profit work	As per specific commercial license terms

	organizational activity		
<i>Technical Support</i>	Community forums only	Community forums only	Dedicated support as per commercial agreement

1.2. The "Personal Use" License

A Personal Use License is granted automatically upon use by any natural person. "Personal Use" is strictly defined as the use of the Software by a natural person for purposes that are entirely non-commercial, non-professional, and for personal enjoyment or self-education. This license explicitly excludes any use, direct or indirect, in connection with any business, trade, profession, government entity, non-profit organization, or any other organizational context. It further excludes any "side-hustle," freelance activity, or work performed for any other person or entity, whether for payment or not.

Permitted Use Examples:

- Managing a personal hobby project, such as organizing a personal photo collection.
- Learning the features of the Software for personal skill development, outside of any formal curriculum or employment requirement.
- Creating content exclusively for unpaid sharing with friends and family or personal websites/webapps without an income stream.
- Downloading, cloning, or forking the source code from the official GitHub repository for the purpose of non-commercial testing, experimentation, or learning.

Prohibited Use Examples:

- Using the Software to complete any task for an employer, even on a personal computer at home.
- Creating assets or performing work for a freelance client.
- Use in the operations of a small business, start-up, or non-profit organization.
- Used to create content for a monetized blog, social media channel, or any platform from which the Licensee derives direct or indirect revenue.

1.3. The "Educational Use" License

An Educational Use License is granted automatically upon download to members of a "Qualified Educational Institution.", meaning a public or private school, college, or university that is formally accredited by the relevant national or regional governmental authority and has the primary purpose of teaching its enrolled students. "Educational Use" is strictly limited to activities directly related to the institution's formal instructional programs. This includes classroom instruction, coursework completion

by enrolled students, and non-commercial academic research conducted by students or faculty as part of the curriculum.

Permitted Use Examples:

- A professor using Highcharts for a live classroom demonstration or to prepare course materials.
- An enrolled student using Highcharts to complete a graded assignment for a course in which they are registered.
- Use within a university computer lab for non-commercial, non-funded academic research projects intended for publication in a peer-reviewed academic journal.
- Cloning or forking the source code from the official GitHub repository for non-commercial academic research or as part of a formal course curriculum.

Prohibited Use Examples:

- Use by the institution's administrative, marketing, or facilities departments for operational purposes.
- Use in research projects that are funded by or conducted for the benefit of a commercial entity.
- Use by a student to complete work for a paid internship or co-op placement.
- Use by alumni, or in for-profit continuing education programs offered by the institution.

1.4. The "Commercial Use" License

A Commercial Use License is required for any and all use of the Software that does not strictly and entirely qualify under the definitions of "Personal Use" or "Educational Use".

"Commercial Use" is defined as any use of the Software for purposes of direct or indirect commercial advantage or financial gain. This includes, but is not limited to, any use within a for-profit company, non-profit organization, or government entity; any use for freelance or consulting services; use in the production of commercial goods or services; and any use in an internal business operational context, such as for prototyping, research and development, or internal presentations. A Commercial Use License must be purchased separately from the Licensor or its authorized resellers. The terms of such use will be governed by the specific agreement accompanying the purchase.

1.5. Source Code, Modification, and Derivative Works

The Licensor makes the source code for the Software available in a public repository for the purposes of transparency, testing, and to facilitate non-commercial learning and experimentation. The Licensee acknowledges that the source code is the valuable, copyrighted, and that proper accreditation should be made at all times

Permitted Modification:

- The Licensee may modify the source code of the Software solely for their own internal Personal Use or Educational Use, as defined in Sections 1.2 and 1.3.

Prohibitions: The Licensee may not, under any circumstances:

- Distribute, sublicense, or otherwise make available to any third party the original or any modified version of the source code or compiled software.
- Use the source code, in whole or in part, to create a derivative work that is used for any Commercial Use.
- Use the source code to develop, or in connection with, any product or service that competes with the Licensor's products or services.
- Remove, circumvent, disable, or otherwise interfere with any security-related features or license enforcement mechanisms within the source code or the compiled software.
- Reverse engineer, decompile, or disassemble the compiled versions of the software, except to the narrow extent expressly and mandatorily permitted by applicable law within the European Economic Area (EEA) for the limited purposes of error correction or achieving interoperability, as outlined in Directive 2009/24/EC. Any information obtained through such legally permissible activities must be used solely for the specific purpose for which it was permitted, must not be disclosed to any third party, and must not be used to create a computer program that is substantially similar in its expression to the Software.

2. Acceptable Use Policy (AUP) for Highsoft's CDN (Content Delivery Network)

Highsoft's CDN, at code.highcharts.com, is a globally distributed network of servers designed to ensure faster load times, improved reliability, and reduced latency for our users. Use of this CDN service is a privilege, not a right, and is governed by this Acceptable Use Policy (AUP).

This AUP is separate from the Software EULA because it governs the Licensee's behaviour and interaction with the Licensor's network infrastructure, whereas the EULA governs the Licensee's rights to the intellectual property of the software itself. This AUP is in place to protect the security, stability, and availability of the CDN service for all legitimate users.

This AUP is primarily directed at Licensees under the free tiers (Personal and Educational Use) accessing the public CDN. Licensees with a valid Commercial Agreement may be entitled to different usage tiers, higher bandwidth, or access to dedicated CDN resources as specified in their Commercial Agreement or support plan. Nonetheless, the prohibitions on security and integrity abuse and illegal activities apply to all users.

2.1. Acceptable use of CDN (Content Delivery Network)

The Highsoft's CDN was built for and primarily serves:

- Developers looking for quick access to Highcharts scripts for testing or small-scale projects.
- Enterprises integrating Highcharts into production applications during testing or under valid, commercial license.

The Highsoft's CDN is intended for manual browser-based usage, not for large-scale automated requests.

The sole permitted purpose of the CDN service for Licensees under this Agreement is:

- Direct Download: The direct, manual download of files for the purpose of personal installation and evaluation.
- Referencing/Embedding: The referencing of the Software in a website or application (e.g., via script tags) solely for Personal Use or Educational Use as defined in Section 2.3.

Referencing the CDN in a website, application, or service that constitutes a Commercial Use (as defined in Section 2.3.3) is strictly prohibited unless the Licensee holds a valid Commercial License explicitly permitting such CDN usage.

Any use outside of this purpose or expressly prohibited in this AUP, will be subject to limitations and/or blocking at Highsoft's discretion. To ensure that Highsoft's CDN remains free to use and fit for its purpose, Highsoft may at its discretion impose limitations on the CDN.

2.2. Prohibited activities and technical abuse:

- Automated and High-Volume Access: You may not use automated scripts, bots, spiders, scrapers, or any other automated means to access or download files from the CDN. Any activity that results in an abnormally high number of requests or excessive bandwidth consumption, inconsistent with good-faith use for evaluation, is prohibited. This includes using the CDN for performance testing, load testing, or as a file distribution source for any purpose other than its intended use.
- Requests to code.highcharts.com are limited to a maximum of 1,000 file requests per origin or license within a 24-hour period. Usage exceeding this limit requires that the files be self-hosted and distributed by the application owner or license holder.
- Batch/scripted usage may, at Highsoft's sole discretion, result in rate limiting and/or blocking.
- Unauthorized Access: You may not attempt to gain unauthorized access to any part of the CDN, its servers, or its administrative interfaces.
- Service Disruption: You may not engage in any activity designed to disrupt, degrade, or compromise the integrity or performance of the CDN service. This includes, but is not limited to, initiating or participating in Denial-of-Service (DoS) or Distributed Denial-of-Service (DDoS) attacks, cache poisoning, DNS spoofing, or any other form of network attack.

- Vulnerability Probing: You may not probe, scan, or test the vulnerability of the CDN service or any associated system or network.
- Header Manipulation: You may not send requests to the CDN with forged, null, blank, randomized, or otherwise deceptive User-Agent or Referer headers. All requests must use standard, unmodified headers as generated by a conventional web browser. This measure is in place to prevent traffic theft and bypass security checks.
- Highsoft determines the origin of requests using HTTP headers, including Referer and/or X-Requested-With. Requests that do not provide sufficient origin information through these headers will be denied access.
- Batch/scripted usage may, at Highsoft's sole discretion, result in rate limiting and/or blocking.

2.3. Automated Enforcement Mechanisms

Highsoft may use automated monitoring use via the CDN to assess usage patterns and ensure compliance with this fair use policy. If used in a way that does not comply, automated actions such as blocking access or issuing a warning may be taken. Among the enforcement mechanisms we may use are:

- Automated request logging via Cloudflare to monitor traffic patterns.
- CDN usage analysis to detect potential license violations.
- Domain verification to link CDN traffic to known licensed customers.
- Automated web crawling to identify unauthorized usage and potential license violations across publicly accessible websites.
- Referer & user-agent validation to enforce policy adherence.

3. Acceptable Use of Public Code Repositories

3.1. Purpose and Scope

The Licensor makes the Software and its source code available on public code repositories, such as GitHub ("Repository"), to promote transparency and enable non-commercial testing, evaluation, and community interaction. Use of the Repository is governed by this policy, in addition to the terms of service of the platform itself. This policy exists to protect the Licensor's intellectual property and ensure the Repository is used for its intended purposes.

3.2. Prohibited Repository Activities

The Licensee is strictly prohibited from using the Repository and the source code contained within it for the following purposes:

- **Unauthorized Commercialization:** Creating a fork, clone, or derivative of the Repository for the purpose of offering a competing commercial product or service. Any and all commercial use of the source code requires a Commercial Use License as defined in Section 2.3.3.
- **License Violation:** Submitting pull requests, commits, or issues that attempt to remove, alter, or obscure the EULA, copyright notices, or any other proprietary information from the codebase.
- **Misrepresenting Association:** Using a fork or copy of the Repository in a way that suggests endorsement by or affiliation with the Licensor without express written permission.
- **Improper Support Channel:** Using the Repository's issue tracker or discussion forums as a substitute for dedicated commercial support. These channels are for public, good-faith bug reporting and community discussion only.
- **Malicious Contributions:** Submitting pull requests or code contributions that contain malware, vulnerabilities, or are otherwise intended to compromise the integrity of the software.

4. Disclaimer of Warranty, and Limitation of Liability

4.1. Disclaimer of Warranty

The Software is provided to the Licensee "AS IS." The Licensor makes no warranty of any kind, express or implied. The Licensor specifically disclaims any warranties of fitness for a particular purpose, and non-infringement of third-party rights. The Licensor does not warrant that the software will be error-free, uninterrupted, or that any defects will be corrected. The entire risk as to the quality and performance of the Software is with the Licensee.

4.2. No Liability

Since the use for personal, educational or testing is provided free of charge, the Licensor shall have no liability whatsoever. Thus, to the maximum extent permitted by applicable law, in no event shall the Licensor be liable for any direct, special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software, even if the Licensor has been advised of the possibility of such damages.

5. Term and Termination

5.1. Termination

This Agreement will commence and be binding upon your use of the Software and shall remain in force for as long as you have access to and/or use the Software, or until terminated by Highsoft. The Licensor may terminate this Agreement immediately and without notice if the Licensee fails to comply with any term or condition herein. Upon termination, the license granted shall cease, and the Licensee

must immediately cease all use of the Software and destroy all copies, full or partial, of the software and its documentation.

6. Governing law and legal venue

This Agreement shall be governed by and construed in accordance with the laws of Norway.

Any and all disputes arising out of the rights and obligations in this Agreement shall be submitted to ordinary court proceedings. You accept the Oslo City Court as the exclusive legal venue under this Agreement, unless another legal venue is provided under mandatory law.