



Custom License Agreement

based on

Highsoft's Standard License Agreement 12.1

Pertaining to United States Government agencies' purchases of Highsoft Software through the General Service Administration platform ("GSA")

This License Agreement sets forth the terms and conditions governing purchase of license(s) and use of Software owned and delivered by Highsoft AS.

By both parties executing this Agreement in writing, or a purchase order incorporating this Agreement, the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("Licensee" or "Ordering Activity") agrees to be bound by this Agreement.

If Licensee or Ordering Activity does not agree to this Agreement, Licensee is not allowed to install or use any Software made available through Highsoft Website.

1. Definitions

Agreement shall mean this document, its appendices and the License Statement;

Advantage shall mean the set of supplies and services offered by Highsoft to Licensee, as defined in section 3.4 below, for as long as Licensee is validly enrolled in Advantage;

Affiliate shall mean any entity that directly, or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct, or indirect ownership, or control of more than 50% of the voting interests of the subject;

Confidential Information shall mean any and all written, verbal, or demonstrated information of proprietary and/or confidential nature provided by one Party to the other in connection with this Agreement; Confidential information shall include, without limitation, information relating to technologies, finances, marketing and legal affairs which relate in any manner to a Party's actual, or anticipated business whether obtained in tangible or intangible form, including oral or visual. Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is lawfully received or obtained by the receiving Party from a Third Party who has rightful possession of Confidential Information; (iii) becomes generally known to the public after the time of disclosure, but not as a result of disclosure by the receiving Party, or (iv) is already in the possession of the receiving Party prior to the signing of this Agreement;

Content Creator shall mean a person who, without being a Developer, is authorized under the License to use or utilize Licensed Software under the Agreement to create or modify charts, e.g. by using the Highcharts Editor;

Customer Installation shall mean any distribution of Licensed Software as integral part of a Licensee Product through installation of such product on a server owned or operated by a Licensee customer pursuant to an OEM license granted according to section 3.3 below;

Customer Installation with Developer Rights shall mean a Customer Installation that is based on an OEM license authorizing the Licensee's customer, after such installation, to customize Licensed Software for its own purposes;

Delivery Date shall mean the date Licensee is invoiced by Highsoft for the applicable Licensed Software;

Developer shall mean any person who will be working with the API and/or source code of the Licensed Software in any capacity, including but not limited to developers, designers, quality assurers and others, who make use of such Software in planning-, development-, production- and/or maintenance phases. The number of Developers authorized to work with the Licensed Software is defined in the License Statement;

Highsoft shall mean Highsoft AS, a Norwegian corporation with organization no. NO996840506MVA;

Highsoft Website shall mean www.highcharts.com;

License shall mean the right to use the Licensed Software granted to Licensee by this Agreement, in the form of a Developer License or an OEM License. Upon entering into this Agreement Licensee must choose one or more license type(s). The set of usage rights granted under each license type, are defined in section 3 of this Agreement;

License Fee / Advantage Fee shall mean the fee payable by Licensee to Highsoft for (i) the right to use the Licensed Software and be enrolled in Advantage for the initial twelve (12) months after Delivery date (“**License Fee**”) and (ii) each subsequent (optional) additional or renewed period of Advantage, as applicable (“**Advantage Fee**”), both fees to be fixed according to Highsoft’s current price list at the time of each purchase in accordance with the GSA Schedule Pricelist (see however section 4 of this Agreement);

Licensed Software shall mean the Software products licensed to Licensee through this Agreement, as chosen by Licensee upon purchase and confirmed in the License Statement;

Licensee shall mean the legal entity to which License has been granted, as expressly stated in the License Statement;

Licensee Product shall mean any software product, application or solution, marketed by Licensee, in which Licensed Software may be incorporated pursuant to an OEM License and which has been approved by Highsoft as a Licensee Product by express identification as such in the License Statement;

License Statement shall mean the document sent from Highsoft to Licensee confirming purchase of License; which expressly states the Licensed Software, the period for Licensee’s enrollment in Advantage and applicable terms hereunder;

Party shall mean a party to this Agreement;

Release shall mean, with respect to any Licensed Software, any release of minor or substantial news and improvements to Licensed Software, any may include bug fixes, redesign, and refactoring of the API. Such improvements may typically include modifications to the Software which increase the efficiency, ease of use and/or add additional capabilities or functionality. To be entitled to gain access to Releases, Licensee must be validly enrolled in Highsoft’s Advantage, pursuant to sections 3.1, 3.4 and 4;

Software shall mean all proprietary software owned by Highsoft including the products, Highcharts JS (the main product included in all licenses), in addition to Highcharts Stock, Highcharts Maps and Highcharts Gantt (which are optional additional products) and official Highcharts wrappers, add-ons and frameworks as listed in the Highsoft Website at any time;

Third Party shall mean any other entity than the Parties, including but not limited to Licensee customers;

2. Ownership and Copyright

All Software is the property of Highsoft and is protected by copyright law as well as other statutory and non-statutory intellectual property law. Highsoft product names and signs are owned by Highsoft and protected under trademark law, both as registered trademarks and through use.

All title and copyrights in and to Software, trademarks and accompanying materials and rights are and shall remain owned fully and solely by Highsoft, and nothing herein shall involve or imply any transfer of such ownership or rights.

Through this Agreement, Software is licensed, not sold.

Highsoft reserves all rights not expressly granted to Licensee in this Agreement. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that: (a) except as specifically set forth in this Agreement, Highsoft retains all right, title and interest in and to Software, and Licensee does not acquire any right, title or interest to Software except as set forth herein; (b) any configuration or deployment of Software shall not affect or diminish Highsoft's rights, title or interest in and to Software. Except as stated in the foregoing subsection, nothing in this Agreement shall limit in any way Highsoft's right to develop, use, license, create derivative works of, or otherwise exploit Software, or to permit Third Parties to do so.

3. Grant of License

Subject to the terms and conditions of this Agreement and upon Licensee's full payment of the applicable fees, Highsoft grants Licensee the right to use the Licensed Software within the scope of the granted License type, and to receive services and Releases included in Advantage as described below.

The License, which shall be registered in Licensee's name, shall commence on Delivery Date and be effective until terminated in accordance with the terms and conditions set forth in this Agreement.

When entering into this Agreement, Licensee must choose

- i) the Software products to be included in the license. Highcharts JS is mandatory. The official Highcharts wrappers, add-ons and frameworks are included regardless of the chosen product, and;
- ii) one or more of the License types described in this section, and;
- iii) the number of Developers to be included in the License, if purchasing Developer License(s) as further described in section 3.2, and;
- iv) the number of Developers, Customer Installations, with or without developer rights, to be included in the License, if purchasing OEM License(s) as further described in section 3.3.

Each License type grants Licensee a specific set of usage-rights to Licensed Software, as described respectively in section 3.2, and/or 3.3 below.

Depending on the purchased License type(s), sections 3.2 and/or 3.3 below shall apply. Section 3.1 and 3.4 shall apply to all License types and hence regardless of the chosen License. The License type(s) chosen by Licensee shall be stated in the License Statement.

3.1 General Grants and Limitations

The determination of which License type will be suitable for Licensee will depend on factors, such as e.g. the number of developers, the manner of deployment of Licensee Products, the number of installations, etc.

Licensee may seek advice on the suitable License type directly from Highsoft. In such case, Highsoft will use its best effort to suggest a suitable License type based on the information provided by Licensee. Licensee shall bear the risk for the correctness and completeness of information provided by it. Under any circumstances, Highsoft provides no guarantees, express or implied, as to the suitability of the chosen License type(s) and hereby disclaims any and all liability related to the choice made by Licensee.

The purchase of any License to use the Licensed Software shall also include a twelve (12) months enrollment in Highsoft's Advantage plan as defined in section 3.4 below, commencing on Delivery Date. Licensee may purchase additional period(s) of Advantage at the same time as purchasing a License or, alternatively, upon expiry of the included Advantage period renew Advantage with additional twelve (12) month periods (or longer) pursuant to section 3.4 below and subject to payment of the applicable Advantage fee according to section 4.

The perpetuity of the granted License under section 3.2 and/or 3.3 does only relate to the Release(s) to which Licensee is entitled to gain access pursuant to a valid enrollment in Advantage in accordance with section 3.4

Licensee may obtain Licensed Software source code by downloading the source code from Highsoft Website, and make own edits, and keep its own repositories with the modified source code.

Licensee undertakes not to use Software as part of any offerings comprising functionality that is substantially similar to that of Software or any other products that Highsoft is offering, during the term of this Agreement, and for a period of three (3) years after its termination, however occasioned. Nothing in this Agreement shall, however, be construed to preclude either Party from developing, using, marketing, licensing and/or selling independently software which has the same or similar functionality as Software or any other products, as long as such activities do not infringe the intellectual property rights of the other Party or other statutory or non-statutory provisions.

Licensee shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in Software found in the license-header of the code files.

3.2 Developer License

Through a Developer License, Highsoft grants Licensee a non-exclusive, perpetual, non-sublicensable, non-reusable, worldwide right to install, reproduce, use and further develop Licensed Software:

- i. on any computer, platform, system and/or environment controlled or owned by Licensee, and;
- ii. on any number of websites, domains or intranet sites; and
- iii. either (a) in one (1) Software as a Service (SaaS) owned or controlled by Licensee, or (b) in one (1) web application owned or controlled by Licensee.

The actual number of Developers at any time must not exceed the total number of Developers stated in License Statement.

A Developer License does not authorize Licensee to perform Customer Installations. All Customer Installations made by a Licensee holding only a Developer License shall therefore be deemed unauthorized and invalid and shall be considered a material breach of this Agreement.

The License does not include any Content Creators, but such Content Creators may be added to the License if agreed upon by the Parties. In order to be valid, such agreement must be made in writing, and the agreed number of Content Creators shall be specified in the License Statement.

Licensee are under no circumstances authorized to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense any Software, in itself or together with other software, or in any other way make Software available to any Third Party. Any attempt to do so shall be considered a material breach of this Agreement.

3.3 OEM License

Through an OEM License, Highsoft grants Licensee a non-exclusive, perpetual, non-reusable, worldwide right to install, reproduce, use and further develop Licensed Software as an integral part of a Licensee Product, provided that such Licensee Product be supplied to Third Party through a Customer Installation, with or without Developer Rights and, dependent on Licensee's choice as specified in License Statement. The right to use the Software granted herein shall not be sublicensable except that Licensee may grant its customers the right to install and use the Software as an integral part of a Licensee Product.

The authorization to sublicense Licensed Software under this section 3.3 first paragraph only applies when and as long as such Software lawfully is incorporated with Licensee Product supplied to Third Party in accordance with this Agreement.

Licensed Software may only be incorporated into such Licensee Products as specified in the License Statement.

Licensee shall be prohibited from reselling any Licensee Product, and from granting its customers permission to use the Software, in any manner that contradicts the terms and restrictions of this Agreement or the License(s) granted hereunder.

Highsoft acknowledges and agrees that (i) Licensee retains all rights, title and interest in and to any Licensee Product, and Highsoft does not acquire any right, title, or interest in or to such product; and (ii) any integration of Licensed Software with Licensee Product shall not affect or diminish Licensee's rights, title, and interest in and to such Licensee Product.

3.4 Advantage – initial period and Renewal

The purchase of a License under this Agreement includes a twelve (12) months enrollment in Highsoft's Advantage plan commencing on Delivery Date. If Licensee wishes to be enrolled in Advantage for a longer period than the included twelve (12) months, Licensee may (a) thereafter successively renew its valid enrollment in Advantage with one or more twelve (12) months periods, or (b) upon purchase of License(s) under this Agreement also purchase extended enrollment in Advantage for up to five (5) years. Both alternatives in (a) and (b) herein subject always to payment of the applicable Advantage Fee according to section 4 below.

The initial period of Licensee's enrollment in Advantage will be stated in the License Statement.

Under a valid and effective enrollment in Highsoft's Advantage, Licensee shall be entitled to receive:

- i. All new Releases of the Licensed Software released during the applicable period,
- ii. Ten (10) hours of personalized technical support per Developer per twelve (12) month period based on the number of Developers stated in the License Statement,
- iii. Technical support by e-mail
- iv. Priority response, no later than 24 hours on working days, CET (CEST) after the request was received,
- v. Access to 2nd line support by core developers,
- vi. Online text chat with 1st line support engineers, working days 10-18 CET (CEST),
- vii. Investigation of any claimed bug/error/malfunction/nonfunctioning of Licensed Software, and when possible suggestions as to corrective- or work-around solutions to the problems,
- viii. Supply of emergency hot fixes to Licensed Software. This will be available as patches to the latest stable source code, and, if applicable, be included in the subsequent Release,
- ix. Guidance and advice on implementing Licensed Software with any Third-Party systems and platforms to the extent such implementation is authorized under this Agreement. This includes advice on best practices, code review and guidance on parts of the code that are directly related to using Software. The guidance and advice from Highsoft will not include general usage of the Third-Party system, platform or actual coding work.
- x. Any bug and error fixing, malfunctioning of Licensed Software is to be delivered outside the personalized technical support hours.

During the period in which Licensee is validly enrolled in Advantage, Highsoft will provide support for all Releases of Licensed Software released within that time period.

Advantage does not cover issues arising in connection with implementation of Licensed Software in/to Licensee's own products.

Advantage as set forth in this section, shall not extend to any Third Parties to which Licensee distributes Licensee Products containing Licensed Software or any part thereof. Support to any Licensee customers

shall hence be Licensee's full and sole responsibility. Highsoft may, at its sole discretion, at any time choose to discontinue the supply of new Releases.

4. License and Advantage Fee, Subsequent Advantage Fee(s)

Licensee shall upon purchase pay the agreed License Fee for the purchase of Licensed Software and the included twelve (12) months enrollment in Advantage. For extended period of Advantage, or for each subsequent twelve (12) months renewal of the valid enrollment in Advantage, Licensee shall pay the Advantage Fee applicable at the time of purchase or renewal in accordance with the GSA Schedule Pricelist, as applicable.

Highsoft shall invoice Licensee and Licensee shall pay all invoices by the agreed payment method timely, which shall be no later than thirty (30) days from invoice receipt date. In case of payment delay, Highsoft may claim late payment interest at the rate stipulated in the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

Highsoft shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

All Licenses and accompanying rights as well as subsequent renewals of Advantage are granted to Licensee on the condition that all the due fees are paid to Highsoft in full and on time.

5. Delivery

During the term of this Agreement, Licensed Software shall be made available by Highsoft and Licensee shall be authorized to download such Software from Highsoft Website. As set forth in sections 3.1 and 3.4 above, new Releases of Licensed Software after the initial twelve (12) months period shall not be available to Licensee unless additional Advantage period(s) is purchased upon the purchase of License, or without additional purchase of a renewal of the corresponding Advantage.

6. Marketing

Licensee may use Licensee's own descriptions of the functionality provided by Licensed Software for the purposes of marketing Licensee Products insofar as the descriptions are not misleading.

Licensee shall not do anything that might misrepresent the ownership of Software. Licensee undertakes not to brand Software as Licensee's own or declare or give the impression that Licensee owns the copyright in Software.

Licensee may use Highsoft name and logos in its marketing, promotion and website, as is reasonably necessary in order to describe and promote Highsoft Software.

Licensee agrees to conduct its business with the highest standards and will do nothing to injure Highsoft's reputation.

7. Warranties and representation

7.1 Scope

Highsoft's warranties and representations in this section 7 are limited to Licensed Software provided to Licensee under this Agreement. The warranties and representations set out herein shall under no circumstances be deemed to cover Highcharts JS add-ons or other framework which is made available under the MIT License, such as the Map Collection, the Highcharts Editor and the export server. Information on these shall be available at Highsoft Website.

7.2 Highsoft's warranties and representations

Highsoft warrants and represents that:

For a period of ninety (90) days following its Delivery Date, Licensed Software will perform substantially in accordance with Highsoft's written specifications, provided that it has been used in accordance with all documentation and specifications made available on Highsoft's Website,

Highsoft will perform its obligations under this Agreement in accordance with all applicable laws and regulations,

Highsoft has the full and unconditional ownership of Software,

This Agreement does not infringe intellectual property rights of any Third Party,

The Licensed Software does not include any Third-Party software,

Licensee may make full use of 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 Licensed Software and associated services as contemplated by this Agreement in a professional manner,

Highsoft has not intentionally placed and will use its best efforts to avoid the placement of any Harmful Codes into Licensed Software provided under this Agreement. For the purpose of this section 7.2 "Harmful Codes" is 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.

7.3 Licensee's remedies

In the event of breach, or alleged breach of any of the warranties in section 7.2, Licensee shall promptly notify Highsoft and delete Software. Licensee's sole remedy in such an event shall be that Highsoft shall re-supply or correct the Licensed Software so that it operates according to the warranties set out in section 7.2.

The warranties shall not apply if Licensee has modified, or used Software improperly, or on an operating environment not approved by Highsoft. Improper use and unapproved operating environments will be as set forth in the documentation provided to Licensee on or prior to Delivery Date.

8. Limitation of Liability

All Software and support services supplied by Highsoft are provided 'as is' and may have errors and omissions. Thus, remedies are only available to Licensee in the event of any breach of the warranties set out in section 7.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE OR ANY OTHER PARTY, SHALL HIGHSOFT BE 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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; OR (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

In all events, Highsoft's liability for damages to Licensee for any cause whatsoever related to this Agreement, shall be limited to the sum of all fees paid or due by Licensee under this Agreement for the purchase order giving rise to the claim,.

9. Intellectual Property Infringement

Highsoft will have the right to intervene to defend, indemnify and hold Licensee harmless against any claim stating that Licensed Software is violating any Third-Party copyright. Highsoft's indemnity obligation set out herein shall only apply if::

- i. Licensee promptly notifies Highsoft of the claim, such notice to be provided no later than ten (10) business days after receipt of said claim(s);
- ii. A copy of the notice(s) of copyright infringement is promptly sent to Highsoft in accordance with section 15.7;
- iii. Licensee in good faith cooperates with and assists Highsoft in the defense of the claim in question and meets reasonable requests from Highsoft in that respect;
- iv. Notwithstanding item iii. above, Highsoft shall have sole control of the defense and any related settlement negotiations in the case of legal proceedings; and
- v. Licensee timely provides Highsoft with all necessary assistance, information and authority to perform the above.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

If Licensed Software is held by a final court ruling to be infringing any Third Party copyright Highsoft will at its option: (i) obtain the right for Licensee to continue to use such Software consistent with this Agreement; (ii) modify such Software so that it is non-infringing; or solely in the event that (i) and (ii) are not feasible, (iii) refund any and all invoiced amounts to Licensee and all of Highsoft's obligations under this Agreement shall terminate upon written notice.

Notwithstanding the foregoing, Highsoft's indemnity obligations under this section 9 shall under any circumstances be limited to the total amount invoiced to Licensee by Highsoft under this Agreement during the last twelve (12) months prior to the day when Licensee provided notice to Highsoft of claim subject to this section 9.

10. Confidentiality

For the purpose of this section each Party shall be called Disclosing Party and Receiving Party respectively.

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

Obligations of Receiving Party in regard 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, or for the purpose of enhancing or improving the services provided under Advantage or the general customer experience when doing business with Highsoft and/or Highsoft's trusted partners, unless otherwise expressly agreed to in writing by Parties,
- iii. Not to duplicate, in whole or in part, any Confidential Information,
- iv. Subject to the next paragraph, not to disclose Confidential Information to Third Parties except on a need-to-know basis, and each such entity or individual person Receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement,

Information stated in the License Statement provided by Highsoft to Licensee may be shared with Highsoft's officers, employees, Affiliates and trusted partners, provided that Highsoft holds an agreement with such entity or individual person committing them to same level of confidentiality as the Parties have agreed to in this Agreement.

Highsoft recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

This confidentiality section 10 shall survive any termination of the Agreement however occasioned.

11. Term and Termination

This Agreement shall stay in force for twelve (12) months from Delivery Date and thereafter for as long as Licensee is actively enrolled in Advantage pursuant to sections 3.4 and 4.

When Licensee is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Highsoft shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

The termination or expiration of this Agreement shall not impair any license-, sublicense- or maintenance obligations already granted or undertaken by Licensee towards Third Party regarding Licensed Software lawfully incorporated into Licensee Product pursuant to OEM License under this Agreement. In such case, upon termination or expiration of this Agreement, Licensee may continue to exercise the rights granted hereunder to the extent necessary to fulfill such already existing contractual obligations that Licensee has towards such Third Party.

On termination or expiration 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. section 10, except for information required to support any license, sublicense or maintenance obligations already granted or undertaken by Licensee towards any Third Party. A written confirmation that such deletion has been completed shall be sent to the other Party without undue delay.

12. Non-assignment

Licensee may not assign or transfer all, or any part of its rights under this Agreement without Highsoft's prior written consent. This Agreement shall bind, and inure to the benefit of Parties, their respective successors, and permitted assigns.

13. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the Federal laws of the United States.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, Parties shall seek to solve amicably through negotiations.

14. Processing of Personal Data

In collecting information about Licensee and Licensee personnel or customers, Highsoft is acting as a data controller and is required to provide Licensee with information about why and how Highsoft collects and use Licensee and Licensee personnel- or customer data, and about the rights Licensee have over their data.

These matters are duly treated in Highsoft's attached privacy policy attached. The Licensee hereby undertakes to provide any personnel which is or might be affected by the collecting of personal data under this Agreement with due information about Highsoft's privacy policy.

To the extent applicable to this Agreement, the Parties shall reasonably assist each other in its compliance with any and all international Applicable Laws related to data protection.

Highsoft will not be processing or controlling any Licensee customer sensitive data. If such an event should occur in the future, a Data Processing Agreement (DPA) between the Parties will be signed.

15. Miscellaneous

15.1 Survival

On termination or expiration of this Agreement, for whatever reason, sections 2, 8, 10 and 13 shall survive.

15.2 Relationship Between Parties

Parties are independent contractors, and this Agreement shall not constitute or be construed as constituting either Party as partner, joint venture, agency 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.

15.3 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.

15.4 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 intellectual proprietary rights in Licensed Software, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than six (6) years after the cause of action has occurred.

15.5 Amendments

No amendment to, or modification of this Agreement shall be binding unless made in writing and signed by Parties. Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of this Agreement, 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 of Highsoft, or by or on behalf of Licensee at the request of Highsoft, shall be void, and of no force or effect to the extent such are in breach of or contradiction with this Agreement.

15.6 Entire Agreement

This Agreement 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.

15.7 Notices

All notices to be given under this Agreement 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's 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.

