



HIGHSOFT

EARLY ACCESS CUSTOMER AGREEMENT FOR ORBIT BETA

This Early Access customer agreement (hereinafter the "**Agreement**") has been entered into by and between:

- **Highsoft AS**, a company duly registered under the laws of Norway, with its registered office at Sentrumsgata 44, 6893 Vik i Sogn, Norway, and with company registration no. NO9D96840506MVA (hereinafter "**Highsoft**"), and
- **Each entity or person** who purchases or starts using the Orbit Beta program ("**Customer**"), and thereby agrees to and undertakes to be legally bound by this Agreement and the terms and conditions set forth herein

(Highsoft and Customer hereinafter individually referred to as "**Party**" and collectively as the "**Parties**").

1. Definitions

For the purpose of this Agreement, the following terms shall have the following meaning:

Agreement shall mean this document, and any other document incorporated by explicit reference here- or therein as part of this Agreement;

Early Access shall mean the time-limited early access to the Orbit Beta (before its product finalization and official release to the general public) granted through this Agreement;

Orbit Beta shall mean the Beta version of the computer program currently being developed by Highsoft, that enables the user to convert charts created by Highcharts (or derived from other charting libraries) into a full analytics workspace;

Orbit Beta License shall mean the right to use the Product through Early Access granted to Customer pursuant to this Agreement;

Product shall mean the Orbit Beta program;

Software shall mean any and all proprietary software products owned by Highsoft, including without limitation the charting software, Highcharts (and related programs) and Orbit;

Third Party shall mean any other person or entity than the Parties.

2. Background and Purpose and acceptance of Agreement

If, when entering into this Agreement, Customer is already licensing Software products from Highsoft by separate agreement or agreements as applicable ("License Agreements"), this Agreement shall not alter, modify, set aside or in any other way interfere with or influence on the rights and obligations of the Parties under such License Agreements or any parts thereof.

Highsoft is developing a possible new product, currently named Orbit, that enables the user to convert charts created by Highcharts (or derived from other charting libraries) into a full analytics workspace. Orbit Beta is currently in a Beta-phase, made available to collect customer feedback before Highsoft decides whether to launch it as a finalized product.

The Customer wishes to test the Product, even though its functionality still requires further testing and quality assurance before being launched as a fully developed product.

The purpose of this Agreement is to regulate the Customer's use of the Product through Early Access for testing and feedback purposes, and to establish the terms and conditions for such access and use (the Orbit Beta License). By purchasing or starting to use the Product, the Customer irrevocably agrees to be legally bound by this Agreement.

3. Ownership and copyright

All Software, including but not limited to Highcharts (and related programs) and Orbit, is the property of Highsoft and is protected by copyright as well as other statutory and non-statutory intellectual property law, as set out in License Agreements. All title and copyright 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, the Product is licensed, not sold. Highsoft reserves all rights not expressly granted to Customer in this Agreement. The Customer shall retain full ownership of all data submitted by it to Orbit.

4. Grant of License

4.1 Subscription Term

Subject to the terms and conditions of this Agreement and Customer's full payment of the License Fee under Section 5, Highsoft grants Customer a non-exclusive, non-sublicensable,

non-transferrable, revocable limited right to use the Product through Early Access, as set out herein, during the Term (as defined in Section 7).

4.2 Scope and terms of the License

The Customer will be granted API access to Orbit Beta and may use the Product for internal purposes only. No support services will be performed by Highsoft hereunder. The Customer undertakes to abide to the following Acceptable Use restrictions while using the Product:

- i. No reverse engineering
- ii. No reselling or sublicensing
- iii. No circumventing technical restrictions
- iv. No unlawful use

Early Access to the Product is offered to selected customers for a symbolic License Fee (Section 5). In exchange, the Customer undertakes to provide Highsoft with insights into its use and use case(s) of the Product, and other information reasonably requested by Highsoft or believed by the Customer to be of interest or value to Highsoft.

Customer shall remain responsible and liable for ensuring that its users' usage of the Product is kept within the scope and limitations of the granted Orbit Beta License.

4.3 Customer Acceptance of the Agreement

Customer shall be deemed to have accepted this Agreement by checking a confirmation checkbox in the Orbit Beta sign-up form, explicitly acknowledging that it has read and accepted the Early Access Customer Agreement. Upon sign-up, the Customer will receive an email containing its access details along with a copy of, or link to, this Agreement.

5. License Fee

Early Access to the Product is initially provided Free of charge. However, Highsoft retains the right to introduce a License Fee at a later stage of the Beta phase, upon reasonable notice to the Customer. Upon such introduction of a License Fee, Customer must choose to either accept the fee or terminate the Agreement and cease its use of the Product.

To the extent Fees are payable hereunder, Each Party shall be fully and solely responsible for payment of any bank charges and/or local taxes imposed by the law of that Party's home country related to the purchase.

6. Delivery

Promptly after Highsoft's receipt of Customer's payment of the License Fee, Highsoft shall provide Customer with an access token for the Product. The token will be valid during the Subscription Term and may be re-generated at the request of the Customer at any time within the Subscription Term.

The Customer acknowledges and accepts that the language model (LLM) utilized in the Product uses AI tokens ("**AI Credits**") that i) can be applied to meter and/or limit usage and

ii) provides flexibility when updating the LLM tech, and that AI features of the Product are accessed by use of such AI Credits. AI Credits are usage units only and do not represent money or any particular AI-model or -provider. From time to time, Highsoft may at its own sole discretion update the AI-models, -providers and -features of the Product, and the number of credits needed for each action of usage, inter alia for the continued improvement of the Product and reflection changes in Highsoft's costs at any time. Upon any significant changes in the use of AI Credits, Highsoft will give reasonable notice, and Customer's continued use after such notice shall be deemed as Customer's acceptance of the change.

7. Term and Termination

The Orbit Beta License shall apply from the time when Highsoft provides Customer with an access token for the Product pursuant to Section 6 until the Agreement expires or is terminated pursuant to this Section 7 (the "**Term**").

The Orbit Beta License shall automatically cease and expire at the earliest of:

- i. the time when Highsoft terminates the Beta program; and
- ii. the time when Highsoft launches a commercial version of the Orbit product, with reasonable notice to the Customer.

Highsoft may also at any time, at its own sole discretion, suspend or terminate this Agreement with immediate effect. Upon expiration or termination, Customer shall immediately cease all use of the Product. If the Orbit Beta License expires due to Highsoft launching a commercial version of the Orbit product, any further use of the Product shall be contingent upon Customer purchasing a commercial license.

8. Early Bird Discount

Upon the launch of a commercial version of the Orbit product, Highsoft may, at its own sole discretion, choose to offer Beta License customers preferential terms if transitioning to a commercial license. Such possible offering will be governed by the separate terms and conditions of a commercial license agreement, to be conveyed to the Customer together with such possible offer.

9. No warranties or representations

Customer acknowledges that the Product is in a test phase and not fully developed or quality tested, as described in Section 2. The Product is therefore provided strictly 'as is', may contain errors and omissions, and Highsoft provides no express or implied warranties or representations. Highsoft disclaims all warranties, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. AI Processing and Data Handling

10.1 AI Processing and Data

Certain features of the Product generate content, insights, analyses, summaries, recommendations, or other outputs using artificial intelligence ("**AI Outputs**"). To do so, the Product processes the inputs, instructions, queries, and associated data submitted by the Customer or its users ("**Prompts**"), the Customer content to which the AI feature is applied, and related technical metadata. The Customer is responsible for the lawfulness of, and a valid legal basis for, any personal data in its Prompts, and shall not submit special categories of personal data (Article 9 GDPR) without Highsoft's prior written consent.

10.2 Third-Party AI Providers

Highsoft may use third-party AI providers (sub-processors), to which Prompts and associated data may be transmitted solely to generate AI Outputs for the Customer. Such providers are engaged under written agreements consistent with the GDPR and the Norwegian Personal Data Act (personopplysningsloven). A current list of third-party AI providers is available on request.

10.3 Storage and Retention

Prompts and related data are retained as long as necessary to provide the feature, operate and secure the Product, and meet Highsoft's legal obligations. Where technically feasible, Prompts are processed transiently and will not be stored by third-party providers beyond the retention time defined in Highsoft's agreements with such sub-processors. Highsoft does not use Prompts to train its own or any third party's general-purpose AI models without the Customer's consent.

10.4 Privacy policy

Processing of personal data in general is governed by Highsoft's Privacy Policy and, where applicable, the parties' Data Processing Agreement, each incorporated by reference; the Data Processing Agreement prevails in the event of conflict.

10.5 AI Output Disclaimer

AI Outputs are generated automatically and may be inaccurate, incomplete, misleading, outdated, or unsuitable for a particular purpose. Highsoft does not warrant the accuracy, reliability, completeness, legality, or suitability of any AI Output, which is provided for informational purposes only and is not a substitute for professional judgment or advice. The Customer is solely responsible for verifying any AI Output before relying on it. To the extent permitted by applicable Norwegian law, Highsoft is not liable for any decisions, actions, losses, or damages arising from reliance on any AI Output.

11. Limitation of Liability

Based on the background and purpose described in Section 2, and to the extent permitted by applicable Norwegian law, Highsoft disclaims any and all liability related to this

Agreement, the Product and Customer's use of the Product. To the extent liability arises under mandatory provisions of law, Highsoft in all cases disclaims liability for indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, business interruption, or loss of data.

In all events, Highsoft's liability for damages to Licensee for any cause whatsoever related to this Agreement, shall be limited to an amount equal to the License Fee paid by Customer hereunder for its ongoing 12 months subscription at time when the incident giving rise to liability occurs.

12. Applicability of provisions in License Agreements

To the extent not conflicting with any of the provisions set forth herein, the following terms and conditions of License Agreements shall apply mutatis mutandis under this Agreement: The provisions on Copyright and ownership, on Confidentiality, on Processing of personal data, on Non-assignment, on Applicable law and venue, on Relationship between the Parties, on Severability, on Waiver, on Entire agreement, on Battle of forms and on Amendments.
