Standard License Agreement 7.0

This License Agreement (the "Agreement") sets forth the terms and conditions governing purchases of Software from Highsoft AS.

By installing or using Highsoft Software, Licensee agrees to be bound by this Agreement. If you do not agree to this Agreement, you are not allowed to install or use any Highsoft Software made available through the Highsoft Website.

1 Definitions

Agreement shall mean this document including its appendices;

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 provided by one Party to the other 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 formulas, 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;

Customer Installation shall mean any distribution as an installation of the Software, as integral part of a Licensee Product, to/on a server operated by Licensee customer, as authorized under sections 3.4.i below;

Customer Installation with Developer Rights shall mean any distribution as an installation of the Software, as integral part of a Licensee Product, that allows Licensee customers to customize the Software for Licensee customers own purposes as authorized under section 3.4.i below;

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

Developer shall mean any person who will be working with the source code, and/or making use of the Software in any capacity including, but not limited to, developers, designers and testers;

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

Highsoft Website shall mean www.highcharts.com;

License shall mean the license granted to Licensee by Highsoft through this Agreement, in the form of a High-Five License, a Developer License or an OEM License, as set forth in this document including its appendices. Licensee must choose one License type when entering into this Agreement. The usage rights granted under each of the above mentioned license types, are set out in section 3 of this Agreement;

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

Licensee shall mean the contracting party to the Agreement;

Licensee Product shall mean any proprietary software product, application or other software solution marketed by Licensee, in which the Software has been incorporated pursuant to an OEM-license or other valid authorization from Highsoft, and which Licensee according to the same license is authorized to make available to its own customers, or use for Licensee's internal purposes. Licensee Products shall be listed in the License Statement;

License Statement shall mean a purchase confirmation document sent to Licensee by Highsoft; which states what License has been purchased, what Software has been purchased, and if applicable also for what Licensee products;

Major Release shall mean any release of 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, e.g. from 2.x. to 3.0. To gain access to Major Releases, Licensee must purchase an Update, in accordance with section 3.5;

Minor Release shall mean any release of minor news, and bug fixes. Such a release is marked by a new number in the second position of the version number, e.g. from 3.0.x to 3.1.0 and Licensee will have access to such without additional cost for the version applicable at the time of commencement of this Agreement;

Party shall mean a party to this Agreement;

SaaS (Software as a Service) Application shall mean a product on a remote server owned by Licensee, and offered to Licensees' customers under the terms of a subscription or other financial agreement;

Software shall mean the software in the version number applicable at the time of commencement of this Agreement, including Minor Releases, in the form of Highcharts JS, Highstock JS, Highmaps JS and/or Highcharts .NET, to which the Licensee is granted usage rights through this Agreement. To gain access to Major Releases, Licensee must purchase an Update, in accordance with subsection 3.5 below;

Third Party shall mean any other party/parties than the Parties, including but not limited to any person or entity to which Licensee distributes any Licensee Product;

Update shall mean the right to use Major Releases of the Software, after the commencement of this Agreement as further set forth in subsection 3.5.

2   Copyright

The Software is the property of Highsoft, and is protected by copyright laws.

3   Grant of License

When entering into this License Agreement, the Licensee must choose one of the license models described in this section. Each license model grants Licensee a specific set of usage-rights to the Software, as described respectively in section 3.2, 3.3 and 3.4 below.

Depending on the type of license purchased, section 3.2, 3.3 or 3.4 below shall apply. Section 3.1 and 3.5 is applicable for all license models and shall hence apply regardless of the chosen license type. Which License type has been chosen will be set forth in the License Statement.

3.1   General Grants and Limitations

i.   Licensee shall be allowed to deploy all Minor Releases of the Software. Major releases are only available by purchasing an Update as set forth in section 3.5 below.

ii.   Licensee may obtain the 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.

iii.   Licensee undertakes not to use the Software as part of any offerings comprising functionality that is substantially similar to that of the Software, or any other products that Highsoft is offering, during the term of this Agreement, and for a period of three (3) years after termination. 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 the Software or any other products, as long as such activities do not infringe the intellectual property rights of the other Party.

iv.   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, interest in and to the Software, and Licensee does not acquire any right, title or interest to the Software except as set forth herein; (b) any configuration or deployment of the Software shall not affect or diminish Highsoft's rights, title and interest in and to the 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 the Software, or to permit Third Parties to do so.

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

vi.   The export server running at Highsoft Website is based on a fair usage policy. Highsoft does not gather, or use for commercial purposes, any information sent to the export server. The software available for on-premise installation of the export-server is available under the MIT license.

3.2   High-Five License

i.   By High-Five License Highsoft grants Licensee a non-exclusive, non-sublicenseable, non-reusable, worldwide right to install, reproduce and use the Software as described in subsection 3.3 'Developer License' below, with the following exceptions:

   a.   The License includes up to two (2) Developers.

   b.   This License is valid for one (1) year from Delivery Date, and Licensee is allowed to access any Major Release available within the period.

   c.   Upon expiration (as described in letter b above), in order to be entitled to use the Software, Licensee is obliged to enter into one of the Licenses described in subsection 3.3 or 3.4 below.

ii.   If anything in this Agreement contradicts this subsection 3.2, the wording in this subsection 3.2 will prevail.

3.3 Developer License

i.   By Developer License Highsoft grants Licensee a non-exclusive and, non-sublicenseable, non-reusable, worldwide right to install and utilize the Software:

    a) on any computer, platform, system and/or environment;

    b) on any website, web application, or intranet; or

    c) in any SaaS Application;

    controlled or owned by Licensee

ii.   The number of Developers who will be working with the source code, must not exceed the total number of Developers defined in the License.

iii. A Developer License does not allow Customer Installation. All the Customer Installation made by a Licensee holding Developer License are therefore invalid.

iv.   Licensee and its Affiliates are under no circumstances allowed to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense the Software, by itself or with other software, or in any other way make the Software available to any Third Party. Any attempt to do so is considered a breach of this Agreement.

3.4 OEM License

i.   By OEM License Highsoft grants Licensee a non-exclusive, sublicensable, non-reusable, worldwide right to install and utilize the Software and sublicense the Software as an integral part of the Licensee Product, granted through OEM License and carried out as a Customer Installation or a Customer Installation with Developer Rights, all to be specified in the License Statement.

ii.   Licensee undertakes not to resell any Licensee Product in any way that will infringe this License Agreement.

iii. 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 the Software with a Licensee Product shall not affect or diminish Licensee's rights, title, and interest in and to such Licensee Product.

iv.   Licensee and its Affiliates are under no circumstances allowed to transfer, rent, lease, lend, sell, copy, redistribute or sublicense the Software by itself, or with any other software than the agreed Licensee Product(s). Any attempt to do so is a considered material breach of this Agreement.

3.5 Updates

Upon a Major Release of the Software, Licensee must purchase an Update in order to download and utilize the new version of the Software.

Highsoft may, at its own discretion, and at any time, choose to discontinue the supply of Updates in the form of Major and Minor Releases' upon notice to Licensee, with or without cause.

4   Support

The Basic Support and Premium Support, as set forth in this section, shall not extend to Third Parties to which Licensee distributes a Licensee Product containing the Software or any part thereof. Support to Licensee's customers shall hence be Licensee's full and sole responsibility.

Highsoft will provide support for the foregoing Major Release of the Software for one (1) year after release of a new Major Release.

4.1   Basic Support

Included in the purchase of any license in accordance with section 3 above, Licensee shall:

   i.   have full access to Highsoft's online support forum as set forth on Highsoft's website, and as modified from time to time;

   ii.   have the right to receive for each Developer, one (1) hour of technical support by e-mail.

4.2   Premium Support (optional)

A Premium Support agreement is entered into for a time period of two (2) years at the time.

Technical support will be executed during normal business hours, Central European time (CET).

If Licensee purchases Premium Support from Highsoft, Highsoft shall provide the following during the term of Premium Support, in addition to the Basic Support set out in subsection 4.1:

   i.   The right to receive up to ten (10) hours of technical support per Developer;

   ii.   Technical support by e-mail, and online chat as specified on Highsoft's website;

   iii.   Priority response, no later than 36 hours on working days, CET after the request was received.

   iv.   Investigation of any claimed error/malfunction/nonfunctioning of the Software, and when possible suggest corrective- or work-around solutions to the problems;

   v.   Supply emergency hot fixes to the Software. This will be available as patches to the latest stable source code, and, if applicable, be included in the subsequent Minor Release;

   vi.   Provide guidance and advice on implementing the Software with any Third Party systems and platforms where such implementation is allowed under the Agreement. This includes tips on best practices, code review and guidance on parts of the code that is directly related to using the Software. The guidance and advice from Highsoft will not include general usage of the Third Party system, platform or actual coding work.

Any unused hours will be annulled when Licensee purchases an Update, Licensee must then enter into a new Premium Support term in order to further receive Premium Support.

5   License Fee

In consideration of the License granted to Licensee under this Agreement, the Licensee shall pay a License Fee.

Highsoft shall invoice Licensee for all due fees, 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, except VAT in the case of Norwegian customers. Licensee cannot withhold any part of the invoiced amount as payment of taxes.

Licenses and all the accompanying rights are granted to the Licensee on the condition that all the due fees are paid to Highsoft in full and in time.

6   Term and Termination

The License granted under this Agreement gives Licensee a right to use the particular version of the Software that was acquired, for as long as this Agreement is not terminated. Licensee may only receive and utilize Major Releases of the Software for as long as Licensee purchases an Update in accordance with subsection 3.5 above. If Licensee chooses not to Update the License upon a Major Release, Licensee will keep the usage rights set forth in this Agreement but limited to the version of the Software current at the time of such expiration.

Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party.

On termination of this Agreement section 2, 10, 12, and 17 shall survive.

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

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. section 12, except for information required to support any license, sublicense or maintenance obligations already granted or undertaken by Licensee towards any Third Party.

7   Delivery

During the term of this Agreement, and provided that the Licensee is not in breach of any of its terms, or conditions, the Software shall be made available by Highsoft, and Licensee shall be authorized to download the Software via Highsoft's website. As set forth in sections 3.5 above, Licensee may download new Major Releases of the Software, for as long as Licensee purchases an Update.

8   Marketing

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

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

9 Warranties and representation

9.1 Scope

Highsoft's warranties and representations in this section 9 are limited to the Software provided to Licensee under this Agreement, and warranties and representations shall under no circumstances be deemed to cover the Map Collection, which is made available to Licensee by Highsoft.

9.2 Highsoft's warranties and representations

Highsoft warrants and represents that:

i. 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 in accordance with all documentation and specifications made available on Highsoft's Website;

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

iii. Highsoft has the full and unconditional ownership of the Software;

iv. This Agreement does not infringe intellectual property rights of any Third Party;

v. The Software does not include any Third Party software;

vi. Licensee may make full use of the License granted to it in full knowledge of the above;

vii. 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 manner in accordance with Licensee's requirements and specifications as set forth herein;

viii. Highsoft has not intentionally placed, and will use its best efforts to avoid the placement of any Harmful Codes into the Software provided under this Agreement. For the purpose of this section 9.2 "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.

9.3 Licensee's remedies

In the event of breach, or alleged breach of any of the warranties in section 9.2, Licensee shall promptly notify Highsoft and delete the Software. Licensee's sole remedy in such an event shall be that Highsoft shall correct the Software so that it operates according to the warranties set out in section 9.2. The warranties shall not apply if Licensee has modified, or used the 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 the Delivery Date. Licensee is not entitled to any damages, including but not limited to consequential damages, if the Software does not meet the limited warranties.

10 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 the Licensee in the event of any breach of the warranties set out in section 9.

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.

In all events, Highsoft's liability for damages to Licensee for any cause whatsoever related to this Agreement, shall be limited to the License Fees paid or due by Licensee for a twelve (12) month period under this Agreement.

11 Intellectual Property Infringement

The Licensee in good faith uses its commercially reasonable efforts to stop any claim made against the Licensee by Third Parties that the Licensee believes is unfounded, to the extent it is possible, under applicable law, for the Licensee to stop any such claim.

Highsoft will defend, indemnify and hold the Licensee harmless against any claim stating that the Software is violating any Third Party copyright provided that:

  i.   The 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 hardcopy of the notices of copyright infringement is sent to:

       Highsoft AS, Sentrumsgata, 6893 Vik i Sogn, Norway;

  iii. The Licensee in good faith uses its best effort to stop any claim that is unfounded;

  iv. Notwithstanding subsection iii above, Highsoft shall have sole control of the defense and any related settlement negotiations in the case of legal proceedings;

  v.   The Licensee timely provides Highsoft with all necessary assistance, information and authority to perform the above.

If the Software is held by a final court ruling to be infringing any Third Party intellectual property rights 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 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 11 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 Company provided notice to the Company of claim subject to this section 11.

12 Confidentiality

Each Party acknowledges that Confidential Information is proprietary, that it is valuable to the disclosing Party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to the 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 expressly agreed to in 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;

vi. This confidentiality section 12 shall survive any termination of the Agreement however occasioned.

13 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.

14 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 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 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 occurred.

16 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(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, this Agreement shall bind, and inure to the benefit of the Parties, their respective successors, and permitted assigns.

17 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 the regular courts of Norway. Both Parties hereby agree to and accept Sogn District Court (Sogn tingrett) as exclusive legal venue.

18 Amendments

No amendment to, or modification of this Agreement will be binding unless in writing and signed by the Parties. In case of contradiction between the License Agreement and its Amendments, the latter shall prevail. The Parties agree that any additional or different terms in any other document or arrangement not forming part of this Agreement, including 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 the Licensee at the request of Highsoft, shall be void, and of no force or effect if in breach with this Agreement.

19 Entire Agreement.

This Agreement, which includes the License Statement and attachments or separate specifications documents identified as incorporated into 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. This Agreement will not be modified by the terms of any subsequent purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection this Agreement, nor by any other act, document, usage, custom, or course of dealing. No modification or amendment to this Agreement will be binding unless in writing and signed by a duly authorized representative of each Party.