



Terms and Conditions version 4.1

for Subscription to Annual License to Highsoft Software

Effective as of September 11, 2026

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A Public Website (defined below) shall be deemed an External Application if it contains an application or service, into which Licensed Software has been incorporated, that provides individualized content, user-specific functionality or other application features. For clarity, interactive functionality (such as, e.g., the possibility of zooming, drill-down, etc.) shall not by itself render a Public Website an External Application, provided that said website presents the exact same content to any and all visitors.

An External Application may constitute a separate and additional External Application (requiring separate licensing and identification in the License Statement); where it:

- (i) is marketed, branded, positioned, or sold as a distinct product, service, or offering;
- (ii) is offered to a materially different customer segment, industry vertical, or target user group;
- (iii) provides materially different primary functionality, use case, or business purpose;
- (iv) operates under a distinct commercial model, pricing structure, or subscription plan; or
- (v) is deployed as a separate hosted environment or platform intended to serve a distinct product line;

Any plugin, extension, module or add-on shall be deemed part of the same External Application unless it by itself meets one or more of the criteria in item (i)-(v) above for constituting a separate External Application (in which case such element shall be considered a separate External Application).

On the other hand, multiple deployments, tenant instances, or environments of the same External Application shall not, due to such multiplicity itself, constitute separate External Applications, provided that none of the above criteria (i)-(v) are met.

The above criteria (i)-(v) for distinguishing one External Application from another shall be decisive regardless of whether the applications or elements in question share a substantially similar or identical source code, architecture, or infrastructure;

Highcharts Advantage shall mean the maintenance and support services offered by Highsoft, as defined in section 5 below;

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Internal License shall mean the license type offered by Highsoft granting Licensee the right to use the Licensed Software as such on Internal Websites and Internal Applications as further defined in section 4.1.

Internal Website shall mean a website only accessible internally, to Licensee's employees and/or contractors, inside the firewall of Licensee's network. An Internal Website shall not be accessible to any person or party outside the firewall of Licensee's network and shall under no circumstance be accessible to Licensee's customers;

Licensed Software shall mean the Software licensed to Licensee through the Annual License pursuant to these T&Cs, as chosen by Licensee upon purchase and confirmed in the License Statement. Official

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License Statement shall mean the document issued by Highsoft and sent to Licensee following Licensee's purchase of an Annual License, as a link along with the confirmation of the purchase of the Annual License; which expressly identifies the details of the granted Annual License, including but not limited to the Licensed Software, the number of authorized Developers, the Annual License ID-number, the expressed name of the applicable External Applications and other information listed in section 17.9 below. In the case of any subsequent changes to the Annual License in accordance with section 17.9, the License Statement will be adjusted accordingly;

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Party shall mean a party to the agreement concerning Licensee's purchase of an Annual License governed by these T&Cs;

Public Website shall mean a website that is accessible from outside the firewall of Licensee's network. Such website shall be regarded a Public Website regardless of whether it puts restrictions on users (e.g., is restricted to Licensee's Customers) or is publicly accessible (to all);

Release shall mean, with respect to any Licensed Software, any release of minor or substantial updates, news and improvements to Licensed Software, which 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;

Renewal Fee shall mean the fee payable by Licensee for the renewal of the Annual License, as set out in section 6;

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- iii. The number of authorized Developers to be included in the Annual License;
- iv. Which External Application(s) the Licensed Software will be used in, if subscribing to a SaaS License as further described in section 4.2 and the name of such External Application(s).

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3.2.2 Usage by Affiliates

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Affiliates included in the License pursuant to the above shall have a right to use the Licensed Software within the scope of the purchased License(s). The inclusion of Affiliates pursuant to the above shall, for the avoidance of doubt, not in itself expand any usage rights granted hereunder or the scope of the granted License. If Licensee wishes to make other changes such as, e.g., to increase the number of Developers or the number of Customer Installations included in the purchased License, this must be agreed as a separate extension and confirmed in the License Statement.

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- iii. Nationality
- iv. Address
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- vi. Contact person

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Licensed Software may only be incorporated into such External Applications as expressly identified and approved by Highsoft in the License Statement. The names of such applications shall be provided by Licensee upon entering into this Agreement, in accordance with section 3.1. The Parties may for practical reasons agree in writing that the name(s) of the External Application(s) shall be provided by Licensee to Highsoft after the Delivery Date, e.g. if an application is still unnamed at the time of entering into this Agreement. In such case, the number of External Applications shall be provided by Licensee and confirmed in the License Statement, and the names of such External Application(s) shall be provided by Licensee to Highsoft as soon as decided after the Delivery Date, upon which the License Statement will be updated. Licensee may not use Licensed Software in any External Application before such application has been identified by Licenses pursuant to the above and identified in the License Statement.

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5. Highcharts Advantage

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- ii. Ten (10) hours of personalized technical support per Developer during the Initial Term and during each subsequent Renewal Term;
- iii. Technical support by e-mail;
- iv. Priority response, no later than 36 hours on Norwegian working days after the request was received;
- v. Access to 2nd line support by core developers;
- vi. Online text chat with 1st line support engineers;
- 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. Highsoft may provide emergency hotfixes for critical defects in the Licensed Software outside of the normal Release cycle. Such hotfixes will be made available as patches to the latest supported Release and, where appropriate incorporated into a subsequent Release.
- ix. Any bug and error fixing or fix of malfunctioning of Licensed Software is to be delivered outside the personalized technical support hours.
- x. Highsoft will make commercially reasonable efforts to provide security advisories, security updates, security patches, or mitigation guidance for Releases designated by Highsoft as supported. Such security updates may be issued independently of feature Releases.

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6.1 Initial Term and Renewal Terms

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Licensee acknowledges and accepts that Highsoft needs to constantly evolve as a business, to the benefit also to its customers, and that in order to evolve, Highsoft must from time to time make changes to its support model and the terms and conditions under which Highsoft is willing to offer support of its Software, and that to enable Highsoft to continue its offering of Highcharts Advantage, Highsoft may suggest amendments to this Agreement reflecting such changes in the support model. If suggested amendments are rejected by Licensee fully or in part, Highsoft may terminate the Annual License with two (2) months written notice. Upon Renewal of the Annual License, the Annual License shall be governed by the T&Cs applicable at the time of Renewal.

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6.2 Termination

Licensee may terminate the Annual License without cause at any time by providing Highsoft with written notice at least sixty (60) days prior to expiration of the ongoing term (whether it is an Initial Term or Renewal Term). Such termination shall become effective upon expiration of said ongoing term.

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Upon termination or expiration of the Annual License, Licensee shall immediately cease all use and distribution of Licensed Software. Highsoft will send to the Licensee a notice of termination or expiration, as applicable.

7. Cybersecurity & Vulnerability Management

7.1 Security Vulnerability Reporting

Licensee shall promptly report to Highsoft any known or suspected security vulnerability in the Software by submitting a report to Highsoft's designated security contact at security@highsoft.com. Reports should include, to the extent reasonably available to Licensee, a description of the vulnerability, steps to reproduce it, potential impact, and any supporting evidence.

Licensee shall treat all vulnerability information as confidential and shall not publicly disclose, exploit, or share details of any reported vulnerability with third parties except as required by applicable law or regulation, until such time as Highsoft has published a remediation or has otherwise authorised disclosure.

7.2 Coordinated Vulnerability Disclosure and information to users

HS maintains a coordinated vulnerability disclosure process and will comply with its obligations under applicable cybersecurity laws and regulations regarding vulnerability handling, reporting to regulatory bodies and information to customers/users.

7.3 Security Updates

Highsoft may, at its sole discretion, issue security updates, security patches and mitigation measures (collectively, "**Security Updates**") independently of and outside the regular release cycle for new features and functionality. Security Updates address identified vulnerabilities and do not constitute new Releases for purposes of this Agreement. Security Updates shall be provided to Customer without additional charge.

Highsoft shall use commercially reasonable efforts to make Security Updates available to affected customers without undue delay, having regard to the severity of the vulnerability and the complexity of the remediation. Where immediate remediation is not feasible, Highsoft may provide interim mitigation guidance, including but not limited to configuration changes, workarounds, or temporary restrictions, to reduce exposure until a permanent fix is available.

Security Updates shall not negatively modify, remove, or degrade the functionality of the Software beyond what is reasonably necessary to remediate the identified vulnerability and decrease the level of cybersecurity risk. Nothing in this Agreement shall be construed to limit or delay Highsoft's ability to develop, release, or distribute Security Updates.

7.4 Licensee Responsibility for Deployment

Licensee is fully and solely responsible for deploying Security Updates to its installations of the Software without undue delay following notification by Highsoft of their availability and hereunder to duly adjust the speediness of such deployment to how critical the Security Update is classified by Highsoft. Licensee shall maintain internal processes, infrastructure, and personnel reasonably sufficient to evaluate and deploy Security Updates in accordance with this clause 6.4.

To the fullest extent permitted by applicable law, Highsoft disclaims any and all liability for any security incident, data breach, loss, or damage arising from or attributable to Licensee's failure to deploy available Security Updates within the timeframes in this clause 6.4.

7.5 Regulatory Compliance and Cooperation

Each party shall cooperate in good faith to facilitate compliance with applicable cybersecurity laws and regulations. Highsoft will cooperate with competent market surveillance authorities and other relevant regulatory bodies as required by applicable cybersecurity laws and regulations, by (as applicable) providing access to documentation, responding to requests for information, maintaining technical documentation, undertaking conformity assessment, and taking corrective action where required.

8. Annual License Fee, Affiliate Fee, Renewal Fee and Payment Terms

Upon the Delivery Date, Licensee shall pay the applicable Annual License Fee and the applicable Affiliate Fee (if any Affiliates have been included in the license pursuant to Section 3.2.2 at the commencement of the Agreement).

Upon expiration of the Initial Term, or of any subsequent Renewal Term, as applicable, and the simultaneous commencement of a (new) Renewal Term, Licensee's credit card will be charged the Renewal Fee and any agreed Affiliate Fee (if applicable). Both the Renewal Fee and the Affiliate Fee will be in accordance with Highsoft's then-current list price for the Renewal of such Annual License. Upon commencement of a Renewal Term, Highsoft will send to Licensee a confirmation on purchase, along the applicable T&Cs, and the License Statement will be updated accordingly. In the event of non-payment of the Renewal Fee or Affiliate Fee (if applicable) due to reasons such as an expired credit card or other payment issues, Highsoft may invoice Licensee directly for the fee(s) due, and Licensee shall promptly settle such invoice using an alternative payment method, e.g., (but not limited to) by wire transfer. If Licensee provides notice of non-Renewal pursuant to Section 6.1 later than sixty (60) days prior to the end of the current Term or Renewal Term (as applicable), Licensee's Annual License shall Renew with another Renewal Term, and unless the applicable Renewal Fee or Affiliate Fee (if applicable) can be charged a registered credit card, Licensee will be invoiced for the applicable fee(s) covering the subsequent Renewal Term in accordance with the above.

Unless full payment of all applicable fees is made by Licensee by credit or Pay Pal card during online purchase, Highsoft shall invoice Licensee and Licensee shall pay all invoices timely, which shall be no later than thirty (30) days from invoice date. In case of payment delay, Highsoft may claim late payment interest at the rate stipulated in applicable law. Payment by cheque is not accepted. In the event of non-payment of any Renewal Fee, or Affiliate Fee (where applicable) due to reasons such as an expired credit card or other payment issues, Highsoft may invoice Licensee directly for the fees due, and Licensee shall promptly settle such invoice using an alternative payment method, e.g., (but not limited to) by wire transfer.

Licensee shall be responsible for ensuring that its usage of the Licensed Software is in accordance with the scope of the Annual License granted, as detailed in the License Statement. Licensee hereby accepts and agrees that to the extent Licensee's (and Affiliates', where applicable) usage of the Software at any time (cumulatively) exceeds the agreed scope of the Annual License, Highsoft may, following notice to Licensee, invoice Licensee for such exceeding use and based on the applicable fees at the time of use, regardless of whether such use may also constitute a breach of this Agreement giving cause for other remedies, such as termination of the Annual License or this Agreement. If non-compliance with the limitations of a purchased License has been identified, Highsoft may further invoice Licensee for, and Licensee shall be liable to reimburse all reasonable costs incurred by Highsoft in the investigation of and enforcement against such breach.

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 of Licensed Software or Renewal, and each

Party shall indemnify, defend and hold harmless the other Party from any taxes, claims, costs or other liabilities related to the indemnifying Party's taxes. Invoices from Highsoft will not include taxes, except VAT in the case of Norwegian customers. Licensee may not withhold any part of the invoiced amount as payment of taxes.

The Annual License and accompanying rights including any subsequent Renewals is granted to Licensee on the condition that all the due fees are paid to Highsoft in full and on time. In case of a failure to pay applicable fees on time by an approved Affiliate included in the License (where applicable), Licensee shall be fully, jointly and severally liable for any fees and late payment interest due to Highsoft by that Affiliate.

9. Marketing and descriptions of Licensed Software

Licensee may use Licensee's own descriptions of the functionality provided by Licensed Software for the purposes of marketing Licensee's own products, solutions or applications 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.

Each Party may use the other Party's name and logos in its marketing, promotion and website, in accordance with good business practice and as is reasonably necessary in order to describe and promote the Software or External Application(s), as applicable, including naming Licensee as a reference and showcasing Licensee's publicly available charts which includes Licensed Software for the purposes of promoting or demonstrating the Software.

Licensee agrees that it will conduct its business in a manner that will not injure or jeopardize Highsoft's reputation.

10. Warranties and Representations

10.1 Scope

Highsoft's warranties and representations in this section 10 and the indemnities provided by Highsoft in section 12 are limited to Licensed Software as such. Licensee shall indemnify and hold Highsoft harmless from and against any and all losses, claims and damages related to any customized components or Third-Party components developed or used by Licensee in relation to the Software. The warranties and representations provided herein do not cover and shall under no circumstances be deemed to cover any Third-Party Integrations and Add-ons or Optional Dependencies.

10.2 Highsoft's Warranties and Representations

Highsoft warrants and represents that:

- i. 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, (a) for the duration of the Annual License, or (b) until replaced by a newer Release;
- ii. Highsoft will perform its obligations under the Agreement in accordance with all applicable laws and regulations;
- iii. Highsoft has the full and unconditional ownership of Licensed Software;
- iv. The Annual License does not infringe intellectual property rights of any Third Party;
- v. The Licensed Software does not include any Third-Party software;
- vi. Licensee may make full use of any license lawfully granted to it by Highsoft under these T&C in full knowledge of the above;
- vii. Highsoft has the requisite knowledge, personnel, resources and know-how to fully perform and deliver Licensed Software and associated services as stipulated by these T&Cs in a professional manner;
- viii. Highsoft has not intentionally placed, and will use its best efforts to avoid the placement of, any Harmful Codes into Licensed Software provided under the Annual License. For the purpose of this section 9.2, "Harmful Codes" shall be 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.

10.3 Licensee's Remedies

In the event of breach, or alleged breach of any of the warranties in section 10.2, Licensee shall promptly notify Highsoft and upon notice from Highsoft delete any alleged infringing 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 10.2. The warranties shall not apply if Licensee has modified or used Licensed Software improperly or on an operating environment not approved by Highsoft. Improper use and unapproved operating environments shall be as set forth in the documentation made available to Licensee on or prior to Delivery Date.

11. Limitation of Liability

All Software and support services supplied by Highsoft are provided 'as is' and have been developed relying on commercially reasonable secure software development practices and may have errors, omissions and security vulnerabilities. Thus, although Highsoft will use commercially reasonable efforts to identify, investigate and remediate security vulnerabilities during the supported lifecycle, cf. inter alia Section 6 above, remedies are only available to Licensee in the event of any breach of the warranties set out in section 10.2, and Highsoft is unable to re-supply and correct the Licensed Software in accordance with section 10.3.

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.

Incorporation of Licensed Software into an External Application pursuant to subscription to a SaaS License shall not in any manner expand Highsoft's liabilities under the Annual License. Thus, Highsoft shall not under any circumstance be neither responsible nor liable for any aspects of such External Application(s), including but not limited to any claims, losses or damages related to its reliability, uptime/downtime, functioning or fitness for purpose. Any obligations, liabilities or warranties undertaken by Licensee towards its customers with respect to such External Application(s) shall apply only between mentioned parties, and Licensee hereby undertakes to indemnify and hold Highsoft harmless from and against any and all losses, claims and damages related to the reliability, uptime/downtime, functioning or fitness for purpose of such External Application(s).

In all events, Highsoft's liability for damages to Licensee for any cause whatsoever related to the Annual License and these T&Cs, shall be limited to the sum of the Annual License Fee.

12. Intellectual Property Infringement

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

- 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 16.10;
- 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.

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 Licensed Software consistent with the Annual License; (ii) modify such Licensed 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 12 shall under any circumstances be limited to the sum of the Annual License Fee.

13. 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 as confidential and restricted and to undertake the additional obligations set forth in item ii to iv below with respect thereto;
- ii. To use Confidential Information solely for the purpose of fulfilling its obligations under the Annual License, or for the purpose of enhancing or improving the services provided under Highcharts 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 any Confidential Information or any parts thereof;
- iv. Not to disclose any Confidential Information to Third Parties except on a need-to-know basis, and provided that each receiving entity or person has been priorly notified of and required to declare its abidance to the relevant terms and conditions of these T&Cs.

Notwithstanding item iv above, 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 person committing them to same level of confidentiality as the Parties have agreed to in these T&Cs.

Upon expiration or termination of this Agreement, however occasioned, each Party shall remove, delete or otherwise destroy any other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information, except for information required to support any license, sublicense or maintenance obligations already granted or undertaken by Licensee towards any Third Party, or information required for tax purposes or otherwise required by mandatory law. A written confirmation that such deletion has been completed shall upon request be sent to the other Party without undue delay.

14. Applicable Law and Venue

The Annual License and these T&Cs shall be governed by and construed in accordance with the laws of Norway.

Any dispute, controversy or claim arising out of or relating to the Annual License and these T&Cs, or the breach, termination, or invalidity thereof, should first be addressed amicably through negotiations. If the Parties do not reach an amicable solution, either Party may bring any dispute, controversy or claim to be finally settled by the regular courts of Norway. Both Parties hereby agree to and accept Oslo Court (Oslo tingrett) as exclusive legal venue, in the first instance.

15. Non-assignment

Licensee may not assign or transfer all, or any part of its rights or obligations under the Agreement without Highsoft's prior written consent. Notwithstanding the foregoing, either Party may assign the Annual License in its entirety to its Affiliate(s), or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (collectively, a "Transaction"). In such case, the assigning Party shall notify the other Party in writing without undue delay, and unless otherwise agreed upon in writing, the Agreement shall bind, and inure to the benefit of the Parties, their respective successors, and permitted assigns. Notwithstanding the above, Licensee's right, pursuant to the above, to assign this Agreement in connection with a Transaction shall be contingent upon the successor or assignee accepting, by written consent, that the assigned License(s) from that point onwards shall be governed by Highsoft's then current set of standard terms and conditions (at the time of assignment).

16. Processing of Personal Data

To the extent any purchase under these T&Cs involves processing by Highsoft of personal data about the Licensee or Licensee's customers or personnel, Highsoft shall be acting as a data controller. By law, Highsoft is required to provide the data subject with information about Highsoft and why and how Highsoft uses personal data, and about the data subject's rights in regard to such data. These matters are duly treated in Highsoft's privacy policy, available at the Highsoft Website.

The Licensee hereby undertakes to provide any persons or personnel which is or might be affected by the collecting of personal data under the Annual License with due information about Highsoft's privacy policy.

17. Miscellaneous

17.1 Survival

On termination or expiration of the Annual License, for whatever reason, sections 2, 11, 13 and 14 shall survive.

17.2 Relationship Between Parties

The Parties are independent contractors, and the Agreement shall not constitute or be construed as constituting either Party as partner, joint venture, agency or fiduciary of the other Party, as creating any other form of legal association that would impose liability on one Party for the act, or failure to act, of the other Party, or as providing either Party with the right, power, or authority (express, or implied) to create any duty or obligation of the other Party. 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.

17.3 Audit

During the term of the Annual License and once for a period of five (5) years thereafter, Highsoft shall have the right to review, audit and inspect Licensee's use of the Licensed Software in order to verify that Licensee complies with the grants and limitations set out in these T&Cs. Such audit shall only be conducted under non-disclosure obligations, upon reasonable notice, which shall be no shorter than ten (10) calendar days and shall take place during Licensee's regular business hours with minimal disruption to Licensee's ongoing operations. If the audit shows no discrepancies and no unauthorized use of Highsoft's Software, Highsoft shall carry all of its costs associated with the audit.

17.4 Severability

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

17.5 Waiver

The waiver by either Highsoft or Licensee of any default or breach of these T&Cs shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or an infringement of Highsoft's intellectual property rights in Licensed Software, no action, regardless of form, arising out of these T&Cs may be brought by Licensee more than one (1) year after the cause of action has occurred.

17.6 Entire Agreement

These T&Cs is the entire agreement between Highsoft and Licensee relating to this relationship and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that relationship.

17.7 Battle of Forms

Licensee's purchase of an Annual License shall be governed solely by these T&Cs. Any terms or conditions introduced by Licensee either directly, indirectly by way of reference or otherwise are hereby explicitly rejected and shall not apply.

The Parties agree that any additional or differing terms or conditions in any other document or arrangement not forming part of the agreement governing the Annual License, including but not limited to any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of either Party, shall be void, and of no force or effect to the extent such are in breach of or contradiction with these T&Cs.

17.8 Amendments

No amendment to, or modification of this Agreement or the scope of the Annual License hereunder shall be binding unless made in writing and signed by the Parties.

17.9 License Statement and changes to the Annual License

Highsoft shall confirm Licensee's purchase of the Annual License by issuing a License Statement, which is an automatic generated document provided as a link to Licensee, summarizing the agreed details of the Annual License granted by Highsoft to Licensee.

The License Statement shall expressly state:

- i. The Licensee's business details;
- ii. Licensee's point of contact (email address) to whom notices under this Agreement shall be sent;
- iii. The chosen Annual License type;
- iv. The Licensed Software product(s) included in the Annual License;
- v. The Delivery Date and the commencement of potential Renewal Terms;
- vi. The Annual License identification number, and the assigned software key (if applicable);
- vii. The number of authorized Developers;
- viii. The External Application(s), into which Licensed Software may be incorporated pursuant to a SaaS License, if applicable.
- ix. The Specific Affiliate(s) approved by Highsoft to be included as Licensee(s) under the License (where applicable).

In the event Licensee wants to make any changes to the License, such as by adding additional software products to Licensed Software, change the name of Licensee's External Application(s) (if applicable), or if Licensee wants to expand the scope of the License for example by adding Developer seats, Licensee shall notify Highsoft in writing and Highsoft shall update the License Statement accordingly. If Licensee wants to make any other changes to the Annual License, Licensee must contact Highsoft, and the Parties shall seek to agree to any such change on a case-by-case basis.

For the avoidance of doubt, all License Statements issued by Highsoft under this Agreement remains valid and binding for Licensee, notwithstanding the absence of explicit mention of all details outlined in items i to ix above.

17.10 Notices

All notices to be given under the Annual License to Highsoft shall be sent either by email to sales@highsoft.com or, if email is not possible, 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 that Licensee has provided upon purchase. It is the sole responsibility of Licensee to maintain an accurate e-mail address in Highsoft's records at all times. Highsoft is not responsible for any 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 the other Party at the stated address.

