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Third-Party Software Information for NXpower Monitor V10.0.0 Product

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German / Deutsch

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Chinese / 中文

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Spanish / Español

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French / Français

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Italian / Italiano

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Japanese / 日本語

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Link

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151: EPL-2.0^u

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The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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```
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Version 2.1, February 1999

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as the successor of the GNU Library Public License, version 2, hence
the version number 2.1.]

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Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a

restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

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In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating

system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object

file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2)

will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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```
<one line to give the library's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>
```

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```

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```
Yoyodyne, Inc., hereby disclaims all copyright interest in the
library `Frob' (a library for tweaking knobs) written by James Random Hacker.
```

```
<signature of Ty Coon>, 1 April 1990
Ty Coon, President of Vice
```


That's all there is to it!

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163: LPPL-1.3+[↑](#)

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240: Python-2.0^u

A. HISTORY OF THE SOFTWARE

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Python was created in the early 1990s by Guido van Rossum at Stichting Mathematisch Centrum (CWI, see <http://www.cwi.nl>) in the Netherlands as a successor of a language called ABC. Guido remains Python's principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see <http://www.cnri.reston.va.us>) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation, see <http://www.zope.com>). In 2001, the Python Software Foundation (PSF, see <http://www.python.org/psf/>) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

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Release	Derived from	Year	Owner	GPL- compatible? (1)
0.9.0 thru 1.2		1991-1995	CWI	yes
1.3 thru 1.5.2	1.2	1995-1999	CNRI	yes
1.6	1.5.2	2000	CNRI	no
2.0	1.6	2000	BeOpen.com	no
1.6.1	1.6	2001	CNRI	yes (2)
2.1	2.0+1.6.1	2001	PSF	no
2.0.1	2.0+1.6.1	2001	PSF	yes
2.1.1	2.1+2.0.1	2001	PSF	yes
2.2	2.1.1	2001	PSF	yes
2.1.2	2.1.1	2002	PSF	yes
2.1.3	2.1.2	2002	PSF	yes
2.2.1	2.2	2002	PSF	yes
2.2.2	2.2.1	2002	PSF	yes
2.2.3	2.2.2	2003	PSF	yes
2.3	2.2.2	2002-2003	PSF	yes
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2.3.2	2.3.1	2002-2003	PSF	yes
2.3.3	2.3.2	2002-2003	PSF	yes
2.3.4	2.3.3	2004	PSF	yes
2.3.5	2.3.4	2005	PSF	yes
2.4	2.3	2004	PSF	yes
2.4.1	2.4	2005	PSF	yes
2.4.2	2.4.1	2005	PSF	yes
2.4.3	2.4.2	2006	PSF	yes
2.4.4	2.4.3	2006	PSF	yes
2.5	2.4	2006	PSF	yes
2.5.1	2.5	2007	PSF	yes
2.5.2	2.5.1	2008	PSF	yes
2.5.3	2.5.2	2008	PSF	yes
2.6	2.5	2008	PSF	yes
2.6.1	2.6	2008	PSF	yes
2.6.2	2.6.1	2009	PSF	yes
2.6.3	2.6.2	2009	PSF	yes
2.6.4	2.6.3	2009	PSF	yes
2.6.5	2.6.4	2010	PSF	yes
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Standard License Agreement 13.0

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By Installing or using the Software or any part thereof, Licensee agrees to be bound by this Agreement, unless Licensee is using the Software for a non-commercial purpose authorized by Highsoft.

Unless Licensee fully agrees to all terms and conditions set forth in this Standard License Agreement, Licensee shall not be allowed or authorized to install or use any Software made available through the Highsoft Website.

1. Definitions

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

Advantage shall mean the maintenance and support services offered by Highsoft, as defined in section 3.4 below, which Licensee is entitled to receive for as long as Licensee is validly enrolled in Highsoft's Advantage plan;

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;

Affiliate Fee shall mean the additional fee payable by Licensee to Highsoft for extending purchased License(s) to apply also to Licensee's Affiliates, if Licensee so chooses pursuant to section 3.1.

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 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. In addition to Licensee's name, logo, the existence of a contractual relationship between the Parties and the product licensed under the Agreement, 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;

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 simultaneously working with the API and/or source code of the Licensed Software, and/or making use of the Software in any capacity, including but not limited to developers, designers and testers. 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;

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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 sets of usage rights granted by Highsoft 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 (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 License ID-number, the period for Licensee's enrollment in Advantage and applicable terms hereunder;

Official Wrappers and Add-ons shall mean wrappers, add-ons, plug-ins and software framework which are made available and supported by Highsoft as an additional free-of-charge service not to be deemed part of the Licensed Software, for the purpose of enhancing the use of the Software and to make integration and programming easier, for instance by adding customized features or by simplifying the development environment. Such Official Wrappers and Add-ons may include opens source software and are made available free-of-charge under the MIT-license or other open source licenses, as applicable. Information about Official Wrappers and Add-ons is available on Highsoft's Website:

www.highcharts.com/blog/wrappers-addons-and-plugins/;

Optional Dependencies shall mean optional extensions and features to the Software products which are

made available and supported by Highsoft as an additional free-of-charge service not to be deemed part of the Licensed Software and which depend in whole or in part on external libraries. Such Optional Dependencies may include open source software and are made available free-of-charge under the MIT-license or other open source licenses. Information about Optional Dependencies is available on Highsoft's Website: www.highcharts.com/docs/getting-started/optional-dependencies;

Party shall mean a party to this Agreement;

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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;

SaaS Application shall mean a software product, solution or application which fully or partly includes Licensed Software and which is made available by Licensee to Third Party from a server outside such Third Party's premises and under the terms of a subscription or similar financial model, provided that such software product, solution or application has been approved by Highsoft as a SaaS Application by express identification as such in the License Statement.

Software shall mean any and all proprietary software products owned by Highsoft including Highcharts JS - the main product included in all licenses, in addition to Highcharts Stock, Highcharts Maps and Highcharts Gantt - which are optional additional products. For the purpose of this Agreement, Software shall not include Official Wrappers and Add-ons nor Optional Dependencies;

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

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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 strictly within the scope of the granted

License type, and to receive services and Releases included in Advantage as described below.

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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, and;
- ii) one or more of the License types described in this section 3, 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.

For the avoidance of doubt, the Optional Dependencies and Official Wrappers and Add-ons are made available by Highsoft as an additional free-of-charge service, irrespective of the chosen Software product and License type, and shall not be deemed part of the Licensed Software.

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.

Unless otherwise explicitly agreed between the Parties, all Licenses are granted by Highsoft to Licensee only and do not extend to Licensee's Affiliates. However, Licensee may at any time and subject to an additional Affiliate Fee purchase a right for its Affiliates to use the Licensed Software within the scope of the purchased License(s) and the number of Developers and Customer Installations defined therein (if applicable). Any such extension of the License to also cover Licensee's Affiliates must, in order to be valid, be agreed in writing between the Parties. The written Agreement shall state the applicable Affiliate Fee and the conditions governing its payment, and the License Statement shall be adjusted accordingly by Highsoft.

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,

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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 perpetual nature of License(s) granted under section 3.2 and/or 3.3 of this Agreement is strictly limited to Release(s) of the Software to which Licensee has lawfully gained access and usage rights during a valid enrollment in Highsoft's Advantage plan in accordance with section 3.4. Notwithstanding its (otherwise) perpetual nature, such License shall nevertheless expire if the Agreement is lawfully terminated by Highsoft due to Licensee's material breach, cf. section 11 second paragraph.

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.

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- iii. either (a) in one (1) SaaS Application owned, hosted or controlled in full by Licensee, or (b) in one (1) web application owned, hosted or controlled in full by Licensee.

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A Developer License does not authorize Licensee to perform Customer Installations. Nor does it authorize Licensee to use Licensed Software in a SaaS-offering or web application which is hosted in any part by

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Under an OEM License, Licensee may also incorporate Licensed Software into a SaaS Application provided and only to the extent that such SaaS Application has been approved by Highsoft by explicit reference in the License Statement. For the avoidance of doubt, this conditioned right to incorporate Licensed Software in a SaaS Application shall also extend to situations where the SaaS Applications is fully or partly hosted on Licensee's customer's own server(s).

Licensed Software may only be incorporated into such Licensee Products and/or SaaS Application(s) 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.

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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, Renewal and Extension

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

section 4 below.

The duration of the initial period of Licensee's enrollment in the Advantage plan will be stated in the License Statement. Any Renewal or Extension by Licensee of its enrollment in Highsoft's Advantage plan must be made for the complete License and include the same number of Developers and/or Customer Installations (as applicable) as set out in the License Statement. Unless otherwise explicitly agreed, Licensee acknowledges and accepts that by purchasing a Renewal or Extension of its enrollment in Highsoft's Advantage plan, the enrollment in the Advantage plan and the License to which the Advantage relate shall be governed by the most-recent version of Highsoft's Standard License Agreement as amended from time to time by Highsoft.

Under a valid and effective enrollment in Highsoft's Advantage plan, 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
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- 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 covering the purchase of Licensed Software and

the automatically included twelve (12) months enrollment in Highsoft's Advantage plan. For any Extension of Advantage, or for each subsequent twelve (12) months Renewal of enrollment in the Advantage plan, Licensee shall pay the Advantage Fee applicable at the time of purchase of Extension or Renewal, 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 date. In case of payment delay, Highsoft may claim late payment interest at the rate stipulated in applicable law.

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/Extension, 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.

All Licenses and accompanying rights as well as Extensions or 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 in advance upon the purchase of License, or without additional purchase of a renewal of the corresponding Advantage.

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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.

Each Party may use the other Party's name and logos in its marketing, promotion and website, as is reasonably necessary in order to describe and promote the Software or Licensee's Product(s), as applicable. Further, Highsoft shall have the right to name Licensee as a reference and to use Licensee's testimonials and use cases, including but not limited to publicly available charts which includes Licensed Software, for the purposes of promoting, illustrating or demonstrating the Software.

Notwithstanding the above, nothing in this section 6 shall include or imply any right for any Party to disclose any Confidential Information.

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

7. Warranties and Representations

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 provided herein does not cover and shall under no circumstances be deemed to cover any Official Wrappers and Add-ons or Optional Dependencies .

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,

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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.

Incorporation of Licensed Software into a SaaS Application pursuant to sections 3.2 and/or 3.3 of this Agreement shall not in any manner expand Highsoft's liabilities under the Agreement. Thus, Highsoft shall not under any circumstance be neither responsible nor liable for any aspects of such SaaS Application, including but not limited 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 SaaS Application 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 SaaS Application.

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 during the last twelve (12) months before the breach occurred.

9. Intellectual Property Infringement

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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 15.8;

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 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,

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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.

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.

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Licensee may not assign or transfer all, or any part of its rights under this Agreement without Highsoft'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

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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, 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 and Fjordane District Court (Sogn og Fjordane tingrett) as exclusive legal venue.

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To the extent any purchase under the Agreement 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 Highsoft Website.

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.

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 Audit

During the term of this Agreement and 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

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15.4 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.

15.5 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 one (1) year after the cause of action has occurred.

15.6 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.

15.7 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.

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