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- 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;

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

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

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Obligations of Receiving Party in regard to Confidential Information:

In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential basis. To use Confidential Information for the sole purpose of fulfilling this Agreement, or for the purpose of enhancing or improving the services provided under Highcharts Advantage. Not to duplicate, in whole or in part, any Confidential Information.

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 Party shall ensure that Confidential 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 such sharing is necessary for the performance of the License.

Upon Expiration or Termination of this Agreement, however occasioned, each Party shall remove, delete or otherwise destroy any of other Party's material that it has received from the other Party.

## 13. Term and Termination

### 13.1. Term

This Agreement shall come into force on the Delivery Date and shall stay in force for as long as Licensee is enrolled in the Highcharts Advantage plan. Upon an Opt Out, the Agreement shall terminate.

### 13.2. Effects of Expiration

On Expiration of this Agreement, the following shall apply:

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### 13.3. Termination

Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party and such material breach has not been cured within 30 days of written notice.

Upon Highsoft's termination for material breach by Licensee:

Licensee shall immediately cease use and distribution of Licensed Software.

Sections 2, 10, 12 and 15 of this Agreement shall survive.

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## 15. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of Norway.

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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 process such personal data in accordance with applicable law. Highsoft shall ensure that the processing of personal data is lawful, fair and transparent to the Licensee, 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 and to ensure that such personnel is aware of their rights.

## 17. Miscellaneous

### 17.1. Relationship between Parties

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

### 17.2. 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.

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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.

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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 as expressly stated herein, no failure to exercise any right or remedy shall constitute a waiver of such right or remedy.

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This Agreement is the entire agreement between Highsoft and Licensee relating to this relationship and supersedes all prior or contemporaneous oral or written communications.

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### 17.7. Amendments

Except in accordance with section 5.5, no amendment to, or modification of this Agreement or the scope of the License shall be binding unless made in writing and signed by both Parties.

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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 cho

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Customer Installation with Developer Rights shall mean a Customer Installation that is based on an OEM License authorizing the Licensee's customer, after such insta

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Developer shall mean any unnamed person, whether an employee or subcontractor of Licensee, who will be simultaneously working with the API and/or source code c

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Company registration no.

Nationality

Address

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Contact person

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#### 5. Highcharts Advantage

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When purchasing a License under this Agreement, Licensee is automatically enrolled in Highsoft's Highcharts Advantage plan. The Highcharts Advantage plan operat  
 Auto-Renewal of Licensee's enrollment in the Highcharts Advantage plan is made for the complete License and includes the same number of Developers and/or Custc

##### 5.2. Optional Fixed Advantage Period

Instead of the subscription-based Auto-Renewal of Highcharts Advantage described above in section 5.1, Licensee may, at the time of purchase, choose to enroll in th  
 In order to choose a Fixed Advantage Period, Licensee must give notice to Highsoft upon purchase. As set forth in section 17.8, the selected option for Licensee's enr

##### 5.3. Entitlements and limitations

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### 17. Miscellaneous

#### 17.1. Relationship between Parties

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

#### 17.2. 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

#### 17.3. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

#### 17.4. Waiver

The waiver by either Highsoft, or Licensee of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except

#### 17.5. Entire Agreement

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Except in accordance with section 5.5, no amendment to, or modification of this Agreement or the scope of the License shall be binding unless made in writing and signed

#### 17.8. License Statement and Changes to the License

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The Licensed Software included in the License

The License identification number

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The number of authorized Developers

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Information from Highsoft to Licensee shall be sent by email to the email address Licensee has provided upon purchase. It is Licensee' responsibility to ensure that the

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Developer shall mean any unnamed person, whether an employee or subcontractor of Licensee, who will be simultaneously working with the API and/or source code c

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#### 5. Highcharts Advantage

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When purchasing a License under this Agreement, Licensee is automatically enrolled in Highsoft's Highcharts Advantage plan. The Highcharts Advantage plan operat

Auto-Renewal of Licensee's enrollment in the Highcharts Advantage plan is made for the complete License and includes the same number of Developers and/or Custc

##### 5.2. Optional Fixed Advantage Period

Instead of the subscription-based Auto-Renewal of Highcharts Advantage described above in section 5.1, Licensee may, at the time of purchase, choose to enroll in th

In order to choose a Fixed Advantage Period, Licensee must give notice to Highsoft upon purchase. As set forth in section 17.8, the selected option for Licensee's enr

##### 5.3. Entitlements and limitations

Under a valid and effective enrollment in the Highcharts Advantage plan, Licensee shall be entitled to receive:

All new Releases of the Licensed Software released during the applicable period;

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;

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Priority response, no later than 36 hours on working days in Norway after the request was received;

Access to 2nd line support by core developers;

Online text chat with 1st line support engineers;

Investigation of any claimed bug/error/malfunction/nonfunctioning of Licensed Software, and when possible suggestions as to corrective or work-around solutions to th

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 subsequen

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##### 5.4. Opt Out

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##### 5.5. Amendments

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Performance improvements (Javascript-specific):

\*

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