

Highslide Software License 1.2

STANDARD TERMS AND CONDITIONS

1. Purpose

The terms and conditions set out in this document (hereinafter referred to as the “Standard Terms and Conditions”) shall apply to any commercial use of software-products developed by Torstein Hønsi (the “Rights Holder”).

2. Definitions

For the purpose of these Standard Terms and Conditions, the following expressions shall have the following meaning:

Individual Agreement shall mean the individual agreement between the Parties defining the Software and License Type(s) to be comprised by an individual License;

License shall mean the individual license granted by Licensor according to section 3 of this Agreement based on the choices made in an Individual Agreement;

License Fee shall mean the amount of money to be paid by Licensee to Licensor for use of the Software in accordance with the License;

License Type shall mean any of the types of commercial licenses provided by Licensor as defined in section 3 below;

Licensee shall mean the subject of an individual License;

Licensor shall mean Highslide Software Torstein Hønsi, a Norwegian sole proprietorship with organization no. 990 524 904;

Maintenance Fee shall mean the fee payable to Licensor for optional maintenance and support according to section 8 below;

the Parties shall mean the Licensor and the Licensee jointly;

Rights Holder shall mean Torstein Hønsi;

a Single Website shall mean a collection of web pages that all have the same domain name (organizational level) and that serve and are operated by one single entity or company.

the Software shall mean all Software Products comprised by a License;

a Software Product shall mean an application or other software solution marketed by Licensor as a separate product, such as e.g. Highslide, Highcharts, etc.

the Standard terms and Conditions shall mean the terms and conditions set out in this document;

a Developer shall mean each person who directly or indirectly creates an application or user interface containing the Software.

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For a period of 90 days following delivery of the Software to Licensee (the "Warranty Period"), Licensor warrants that the Software will perform substantially in accordance with the Licensor's specifications provided that it has been used with the appropriate computer equipment. In the event of breach or alleged breach of this warranty, Licensee shall promptly notify Licensor and return the Software to Licensor at Licensee's own expense. Licensee's sole remedy in such an event shall be that Licensor shall correct the Software so that it operates according to the warranty. This warranty shall not apply to Software that has been modified or used improperly or on an operating environment not approved by Licensor.

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8. Software Maintenance

8.1 Free maintenance and support period.

During the first 12 months of the License, Licensor shall free of charge provide Licensee with any new, corrected or enhanced version of the Software created by Licensor. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software.

The Licensee shall also free of charge have the right to receive technical support according to the following scheme:

Single Webiste License:	1 hour
Developer License:	2 hours
OEM License:	4 hours

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After expiration of the said 12 months period of free maintenance and support, the Licensor may with yearly intervals purchase further license and support according to section 8.1 for any Software Product covered by the License. . The fee for such optional maintenance and support (the "Maintenance Fee") shall be based on Licensor's prevailing price list, as published from time to time by Licensor. If Licensee wishes to receive optional maintenance and support, it shall notify Licensor in writing. If Licensee chooses not to receive optional maintenance, but later chooses to receive such, Licensor reserves the right to charge Licensee the regular Maintenance Fee(s) for the Software Product(s) in question for the period of lapse in maintenance and support. Licensor may at its own discretion at any time choose to discontinue the supply of maintenance support upon notice to Licensee, and shall in such case refund any then unearned Maintenance Fee(s).

9. Disclaimer and limitation of liability and remedies

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Licensor's liability for damages to Licensee for any cause whatsoever related to this Agreement, shall be limited to refunding the License Fee paid by Licensor for the Software Product in question.

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This Agreement and all matters arising from it are governed by and construed in accordance with the laws of Norway whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by Licensee to be Norway.