

Open Source Declaration for: extr-VisibilityManager

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Version 3, 29 June 2007

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vi. OEM Company undertakes not to remove the license- and copyright header from the software, or in any other way declare or give the impression that the Software in any way endorses OEM Company's own work. Furthermore OEM Company declares not to use any titles, trademarks, labels or logos, found in the Software, in OEM Company's own titles, products names, service names, or domain names.

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

viii. Highsoft reserves all rights not expressly granted to OEM Company in this Agreement.

Without limiting the generality of the foregoing, OEM Company acknowledges and agrees that: (i) except as specifically set forth in this Agreement, Highsoft retains all rights, title and interest in and to the Software and OEM Company does not acquire any right, title, or interest to the Software except as set forth herein; (ii) any configuration or deployment of the Software shall not affect or diminish Highsoft's rights, title, and interest in and to the Software. Nothing in this Agreement shall limit in any way Highsoft's right to develop, use, license, create derivative works of, or otherwise exploit the Software, or to permit Third Parties to do so.

ix. Highsoft acknowledges and agrees that (i) OEM Company retains all rights, title and interest in and to the OEM Company Products and Highsoft does not acquire any right, title, or interest in and to the OEM Company Products and (ii) any integration of the Software with the OEM Company Products shall not affect or diminish OEM Company's rights, title, and interest in and to the OEM Company Products.

4 Marketing

OEM Company may use OEM Company's own descriptions of the functionality provided by the Software for the purposes of marketing OEM Company Product(s) insofar the descriptions are not misleading. OEM Company shall not do anything that might misrepresent the ownership of the Software.

5 License Fee

All OEM Company Products must be comprised by a License.

Highsoft shall invoice OEM Company for all payments due and OEM Company shall pay all invoices by the agreed payment method. Each Party is responsible to pay any local taxes imposed by law of the Party's home country related to the purchase of ordered Items. Invoices from Highsoft do not include taxes, and a Party cannot withhold any parts of the invoice amounts as payment of taxes.

6 Term and Termination

The term of the License is perpetual.

Without prejudice to any other rights either party may terminate this agreement in the event of a material breach with the terms and conditions of this agreement.

The termination or expiration of this agreement shall not impair any license, sublicense or maintenance contract already granted by OEM Company to any Third Party for the Software as incorporated into an OEM Company Product. Upon termination or expiration of this agreement, OEM Company may continue to exercise the rights granted hereunder as necessary to provide support to Third Parties as long as OEM Company has contractual obligations to provide support for the OEM Company product.

On termination of this agreement each Party must remove, delete or otherwise destroy any of other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information cf. clause 12.

7 Delivery

The Software is made available and OEM Company is legally authorized to download the Software via Highsoft's website.

8 Maintenance and Support

During the term of this agreement, OEM Company shall have full access to Highsoft's online support forum as set forth on Highsoft's website.

8.1 Included in the license

During the first twelve (12) months after delivery date, OEM Company shall be allowed to deploy all Minor Releases of the software. Major Releases are not included.

OEM Company shall have the right to receive one (1) hour of technical support. Technical support is limited to e-mail support during business hours in Central European Time.

Highsoft will upon OEM Company's request investigate erroneous behavior of the Software, and when possible suggest corrective or work around solutions to the problems. Highsoft shall commence the work as soon as possible, but not later than one week after such request is received.

Any person or entity, to which OEM Company distributes the OEM Company Product(s), shall not be entitled

support from Highsoft.

OEM Company may at an additional fee opt for Maintenance and Support.

8.2 Contents of Maintenance and Support

The term of Maintenance and Support is twelve (12) months from Delivery Date.

OEM Company shall during any Maintenance and Support period be allowed to deploy any new, corrected or enhanced version of the Software. Such enhancement shall include all Minor and Major Releases. During any Maintenance and Support period, OEM Company shall also have the right to receive ten (10) hours of technical support. Technical support is limited to e-mail support and online chat support as specified on Highsoft's website. Technical support is executed from Highsoft's offices during normal business hours in Central European time.

Highsoft will upon OEM Company's request investigate erroneous behavior of the Software, and when possible suggest corrective or work around solutions to the problems. Highsoft shall commence the work as soon as possible, but not later than 36 hours of working days after such request is received.

Highsoft will support the last versions of the Software for one year after release of current version. Highsoft shall however, at all times support versions of the Software that are released within 1 year from purchase.

Highsoft will on OEM Company's request supply emergency hot fixes to the software. This will be available as patches to the latest stable source code, downloadable as commits on GitHub. On the subsequent Maintenance release the hot fix will be applied. Extreme bug fixing will on Highsoft's assessment be supported outside the scope of this agreement.

Highsoft will provide guidance and advice on implementing Highcharts with any third party systems and platforms. This includes tips on best practices, code review and guidance on parts of the code that is directly related to using Highcharts. It does not include general usage of the third party system or platform, or actual coding work.

Any person or entity to which OEM Company distributes the OEM Company Products(s) shall not be entitled support from Highsoft.

8.3 Subsequent optional Maintenance and Support

After expiration of the above-mentioned 12-month period of Maintenance and Support, OEM Company may with yearly intervals purchase further Maintenance and Support.

The fee shall be based on Highsoft's then current price list, unless otherwise specifically agreed upon. Highsoft may, at its own discretion, and at any time, choose to discontinue the supply of Maintenance and Support upon notice to OEM Company, and shall in such case refund any unearned Maintenance and Support Fee(s).

9 Warranties and representation

9.1 Scope

Highsoft's warranties and representations in this clause 9 are limited to the Software provided to OEM Company under this Agreement and warranties and representation shall under no circumstances be deemed to cover any map data, which are made available to OEM Company by Highsoft.

9.2 Highsoft's warranties and representations

Highsoft warrants and represents that:

- i. For a period of ninety (90) days following delivery date of the Software (the "Warranty Period"), Highsoft warrants that the Software will perform substantially in accordance with Highsoft's written specifications, provided that it has been used in accordance with documentation and specifications in accordance with documentation and specification, which is made available to OEM Company on Highsoft's Website.
- ii. Highsoft will perform its obligations under this Agreement in accordance with all applicable laws and regulations;
- iii. Highsoft has the full and unconditional ownership of the Software;
- iv. This Agreement does not infringe intellectual property rights of any Third Party;
- v. OEM Company may make full use of the License granted to it in full knowledge of the above.

vi. Highsoft has the requisite knowledge, personnel, resources and know-how to fully perform and deliver the Software and associated services as contemplated by this Agreement in a professional manner in accordance with OEM Company's requirements and specifications as set forth herein;

vii. Highsoft has not intentionally placed and will use its best efforts to avoid the placement of any Harmful Codes into the Software provided under this Agreement. For the purpose of this clause 9.2 "Harmful Codes" is defined as any program that infects, damages and/or impairs another program or data, disables hardware or software, or permits or assists in the breach of data.

9.3 OEM Company's remedies

In the event of breach or alleged breach of any of the warranties in clause 9.2, OEM Company shall promptly notify Highsoft and return the Software to Highsoft at OEM Company's own expense. OEM Company's sole remedy in such an event shall be that Highsoft shall correct the Software so that it operates according to the warranties set out in clause 9.2. The warranties shall not apply to Software that has been modified or used improperly or on an operating environment not approved by Highsoft. OEM Company is not entitled to any damages, including but not limited to consequential damages, if the Software does not meet the limited warranties.

10 Limitation of Liability

All Software and maintenance and support services are provided 'as is' and may have errors or omissions. Thus remedies are only available to the OEM Company in the event of any breach of the warranties set out in clause 9.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY OEM COMPANY, 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.

Either Party's liability for damages to the other Party for any cause whatsoever related to this Agreement, shall be limited to the License Fees paid or due by OEM Company under this Agreement.

11 Intellectual Property Infringement

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

i. The OEM Company promptly notifies Highsoft of the claim;

ii. A hardcopy of the notices of copyright infringement is sent to:

Highsoft AS, Elvegata 1, 6893 Vik i Sogn, Norway.

iii. The OEM Company use best effort to stop any claim that is unfounded;

iv. Notwithstanding the above Highsoft shall have sole control of the defense and all related settlement negotiation in the case of legal proceedings;

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

If the Software is held by a final court ruling to be infringing any Third Party intellectual property rights Highsoft will at its option: (i) obtain the right for OEM Company to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or solely in the event that (i) and (ii) are not feasible, (iii) refund any and all invoiced amounts to OEM Company and all of Highsoft's obligations under this Agreement shall terminate upon written notice.

Notwithstanding the foregoing, Highsoft's indemnity obligations under this clause 11 shall under any circumstances be limited to the total amount invoiced to OEM Company by Highsoft under this Agreement during the last twelve (12) months prior to the day when Company raised the indemnity claim.

12 Confidentiality

Each Party acknowledges that Confidential Information is proprietary and valuable to Disclosing Party and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Disclosing Party.

Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by Receiving Party from a Third Party, which Third Party is in rightful possession of Confidential Information, (iii) becomes generally known to the public subsequent to the time of such disclosure, but not as a result of disclosure by Receiving Party, or (iv) prior to signing of this Agreement, is already in the possession of Receiving Party

Obligations of Receiving Party in Regards to Confidential Information:

i. In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto;

ii. To use Confidential Information for the sole purpose of fulfilling this Agreement unless otherwise agreed to in express writing by the Parties.

iii. Not to duplicate, in whole or in part, any Confidential Information.

iv. Not to disclose Confidential Information to its members, officers, employees, affiliates, counsel or consultants except on a need-to-know basis and each such person receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement.

v. Not to disclose Confidential Information to any Third Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party.

vi. This confidentiality clause (clause 12) shall survive any termination of the Agreement however occasioned.

13 Relationship Between the Parties

The Parties are independent contractors and this Agreement will not be construed as constituting either Party as partner, joint venture or fiduciary of the other, as creating any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other. Neither Party shall directly or indirectly represent to the public that it has the right or the authority to create or accept obligations on behalf of the other Party. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it under this Agreement.

14 Severability

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

15 Waiver

The waiver by either Highsoft or OEM Company 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 proprietary rights in the Software no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

16 Non-assignment

Neither Party shall assign or transfer all or any part of its rights under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, OEM Company must notify Highsoft in writing and unless otherwise agreed upon, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

17 Applicable Law and Legal Venue

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

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the Parties shall seek to solve amicably through negotiations. If the Parties do not reach

an amicable solution within two (2) weeks, any dispute, controversy or claim shall be finally settled by arbitration before the Oslo Chamber of Commerce (OCC) (Oslo Handelskammer) that shall have exclusive jurisdiction over all disputes arising in connection with this Agreement. Arbitration shall be conducted in Oslo, before one arbitrator appointed in accordance with the OCC Rules. All arbitration shall be conducted in English. Judgment upon any arbitral award rendered in any such arbitration is confidential and may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance of award and an order of enforcement, as the case may be.

18 Amendments

No amendment to or modification of this Agreement will be binding unless in writing and signed by the Parties.

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Packages that use this license: (AOP Alliance (Java/J2EE AOP standard) 1.0)

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Packages that use this license: (Aopalliance Version 1.0 Repackaged As A Module 2.4.0-b34, Class Model for Hk2 2.4.0-b34, HK2 API module 2.4.0-b34, HK2 core module 2.4.0-b34, HK2 Implementation Utilities 2.4.0-b34, HK2 module of HK2 itself 2.4.0-b34, HK2 Spring Bridge 2.4.0-b34, Injection API (JSR 330) version 1 repackaged as OSGi bundle 2.4.0-b34, javax.annotation API 1.2, javax.transaction API 1.2, javax.ws.rs-api 2.0.1, jersey-container-servlet 2.22.2, jersey-container-servlet-core 2.22.2, jersey-core-server 2.22.2, jersey-ext-bean-validation 2.22.2, jersey-ext-entity-filtering 2.22.2, jersey-media-jaxb 2.22.2, jersey-media-json-jackson 2.22.2, jersey-repackaged-guava 2.22.2, jersey-spring3 2.22.2, JSR-330 support in Hk2 2.4.0-b34, org.objectweb.asm.all version 3.1 repackaged as a module 2.4.0-b34, OSGi resource locator bundle - used by various API providers that rely on META-INF/services mechanism to locate providers. 1.0.1, Run Level Service 2.4.0-b34, ServiceLocator Default Implementation 2.4.0-b34)

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Version 2, June 1991

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- c. Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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Also add information on how to contact you by electronic and paper mail.

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```
Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details
type `show w'. This is free software, and you are welcome
to redistribute it under certain conditions; type `show c'
for details.
```

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```
Yoyodyne, Inc., hereby disclaims all copyright
interest in the program `Gnomovision'
(which makes passes at compilers) written
by James Hacker.
```

```
signature of Ty Coon, 1 April 1989
Ty Coon, President of Vice
```

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